CITY OF REDMOND

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CITY COUNCIL

August 26, 2025
Council Chambers • 411 SW 9th Street

COUNCIL MEMBERS

Ed Fitch
Mayor

Shannon Wedding
Council President

Clifford Evelyn
Councilor

John Nielsen
Councilor

Kathryn Osborne
Councilor

Jay Patrick
Councilor

Cat Zwicker
Councilor

AUGUST 26, 2025	EXECUTIVE SESSION AGENDA	5:30 PM

I. EXECUTIVE SESSION

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

A. Real Property – ORS 192.660(2)(e) authorizes executive session "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

B. City Manager Evaluation – ORS 192.660(2)(i) authorizes executive sessions "to review and evaluate, pursuant to standards, criteria and policy directives adopted by the governing body, the employment-related performance of the chief executive officer of any public body..."

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Meetings Law, the proceedings of this executive session are for background information only for media attending and not for publication or broadcast.

AUGUST 26, 2025	REGULAR MEETING AGENDA	6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Father Saji Thomas, St. Thomas Catholic Church

III. PLEDGE OF ALLEGIANCE

IV. CITY ANNOUNCEMENTS

V. CONSENT AGENDA

A. Minutes of July 14, 2025, Council Workshop

B. Minutes of July 22, 2025, Council Meeting

C. Recognitions

VI. ORDINANCES

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

A. Ordinance #2025-17 - An ordinance granting a non-exclusive telecommunication franchise to Rally Networks.

B. Ordinance #2025-18 - An ordinance granting a non-exclusive telecommunication franchise to WilTel Communications, LLC and repealing Ordinance No. 98-25.

VII. ACTION ITEMS

A. Central Dry Canyon Project (PK2102) Contract Amendment for Change Order #1 with Keeton King Contracting, LLC for $175,418.60.

B. Procurements for Guaranteed Maximum Price Amendment #04 for the Airport Terminal Building Expansion Project in the Amount of $16,462,173

VIII. COMMENTS FROM CITIZENS AT THE MEETING

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

IX. CITY MANAGER COMMENTS

X. MOTIONS AS A RESULT OF EXECUTIVE SESSION

XI. COUNCIL COMMENTS

XII. MAYOR'S COMMENTS

XIII. ADJOURN

Regular Council meetings are broadcast live on COTV11 – BendBroadband Channel 11 beginning at 6:00 p.m. on the 2nd and 4th Tuesdays of each month. Rebroadcasts are scheduled for the non-meeting Tuesdays at 6:00 p.m.
The City of Redmond encourages all citizens to participate in its programs and activities. This meeting location is accessible to people with disabilities. Requests for accommodation may include sign language interpreter service, assistive listening devices, materials in an alternate format or any other accommodation. If any accommodations are needed, please contact the ADA Coordinator at 541-504-3036 or access@redmondoregon.gov. Requests should be made as soon as possible, but at least 3 business days prior to the scheduled meeting.
The City of Redmond does not discriminate on the basis of disability status in the admission or access to, or treatment, or employment in, its programs or activities

DRAFT

Redmond City Council **July 14, 2025**
Workshop Minutes
Executive Conference Room & Remote Video Conferencing
https://www.redmondoregon.gov/city-council

CALL TO ORDER

Mayor Fitch called the meeting to order at 3:00 pm.

Present:	Clifford Evelyn, Ed Fitch, John Nielsen, Kathryn Osborne, Shannon Wedding, Cat Zwicker
Excused:	Jay Patrick
Staff Present:	City Manager Keith Witcosky, Deputy City Manager Steve Ashworth, City Recorder Kelly Morse, Airport Director Zachary Bass, City Attorney Keith Leitz, Chief Financial Officer/Deputy City Manager Jason Neff, Police Captain Stephen Lopez, Planning Director Kyle Roberts, Police Lieutenant Curtis Chambers
Media Present:	None

PRESENTATIONS

A. Status of Photo Radar Contract Negotiation and Item Coming to City Council on July 22, 2025

Police Lieutenant Curtis Chambers provided a presentation on the traffic photo enforcement project in advance of the upcoming request for Council authorization to begin contract negotiations with the recommended vendor. Implementation is expected to begin in September 2025. He reviewed the project timeline, request for proposal process, fiscal impacts of photo enforcement, and next steps.

The Council expressed concerns about verifying the accuracy of the equipment and acknowledged the project will be helpful as traffic safety is a top priority, and proven results are desired. Discussion regarded photo enforcement as a preferable alternative to speed cushions.

B. Miscellaneous Items - As Needed

The Council discussed the need to begin preliminary planning for the July 4, 2026, Anniversary Celebration. Ideas included hosting a large public event with Deschutes County Fairgrounds involvement, a potential drone show, and seeking private sponsorship. The idea of a large, early evening celebration in Centennial Park was well received. The anniversary could serve as a soft bridge toward maintaining the fireworks ban.

Mayor Fitch stated he will email the Council a list of ideas, then they can send their ideas to City Manager Keith Witcosky, who will compile them. The Council will also coordinate with City commissions and committees and plan to meet with Rotary, Kiwanis, and other groups. He confirmed staff should submit the form for a fighter jet flyover during the parade and recommended the Council participate with a float.

Deputy City Manager Steve Ashworth noted invitations will be sent next week for the Northpoint Vista groundbreaking on August 5, 2025.

City Manager Witcosky announced the ribbon cuttings for the Redmond Wetlands Complex and the new Public Safety Facility and noted Planning Director Kyle Roberts has made progress working with Hayes McCoy to revise the Cinderview West development based on the Council's feedback.

The Council supported discussing a potential Code requirement that all subdivision layouts include consideration of fire access.

ADJOURNMENT
The meeting adjourned at 3:42 pm.

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

APPROVED by the City Council and SIGNED by the Mayor this 26th day of August 2025.

____
Ed Fitch, Mayor

ATTEST:

____
Kelly Morse, City Recorder

Redmond City Council **July 22, 2025**
Regular Meeting Minutes
Council Chambers & Remote Video Conferencing
https://www.redmondoregon.gov/city-council

Present:	Clifford Evelyn, Ed Fitch, John Nielsen, Kathryn Osborne, Jay Patrick, Cat Zwicker
Excused:	Shannon Wedding
Staff Present:	City Manager Keith Witcosky, City Attorney Keith Leitz, Deputy City Manager/Chief Financial Officer Jason Neff, Public Works Director/City Engineer Jessica MacClanahan, Deputy City Recorder Kayla Duddy, Communications Director Heather Cassaro, Planning Director Kyle Roberts, Network Administrator Christian Armatas, Police Captain Stephen Lopez, Human Resources Director Jason Bavuso, Police Lieutenant Curtis Chambers, Principal Engineer Jake Sherman, Procurement & Payables Manager Scott Brang, IT Manager Matt Hayes
Media Present:	None

EXECUTIVE SESSION

A. Real Property – ORS 192.660(2)(e) authorizes executive session "to conduct deliberations with persons designated by the governing body to negotiate real property transactions"

Mayor Fitch convened the Council into Executive Session at 5:29 p.m. in accordance with ORS 192.660(2)(e) authorizes executive session "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

Mayor Fitch adjourned the Executive Session at 5:35 p.m.

CALL TO ORDER / ESTABLISH A QUORUM
Mayor Fitch called the meeting to order at 6:00 p.m.

BLESSING
Retired Pastor Jim Matteson led the blessing.

PLEDGE OF ALLEGIANCE
Councilor Nielsen led the Pledge of Allegiance.

CITY ANNOUNCEMENTS
Mayor Fitch moved Item C from the Consent Agenda to City Announcements.

Councilor Zwicker moved, seconded by Councilor Evelyn, to approve the appointment of Claire Gray to the Historic Landmarks Committee (Commission) the motion passed. (Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Patrick-yes, Wedding-absent, Zwicker-yes)

CONSENT AGENDA

A. Minutes of June 2, 2025, Council Workshop
B. Minutes of June 10, 2025, Council Meeting
C. Historic Landmarks Commission - Appointment of Claire Gray, term expiring December 31, 2026
D. Letter of Support to Apply for Department of Land Conservation and Development Housing Planning Assistance Grant
E. Recognitions

F. Intergovernmental Agreement with Deschutes County for Managed Homeless Camp on County Land in East Redmond

Mayor Fitch moved Item F from the Consent Agenda for separate discussion.

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

City Manager Keith Witcosky provided an overview of the East Redmond Managed Camp proposal. Deschutes County intends to fund operations up to $250,000 annually for the next two years using American Rescue Plan Act (ARPA) funds, after which the agreement will be reassessed.

Mayor Fitch clarified the City's investment is a one-time construction cost, not a long-term financial commitment, adding the managed camp supports the long-standing City goal of resolving conflicts between businesses and unhoused individuals on 17th Street.

Councilor Zwicker moved, seconded by Councilor Evelyn, to approve the Intergovernmental Agreement (IGA) with Deschutes County for the managed camp in East Redmond, the motion passed. (Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-no, Patrick-no, Wedding-absent, Zwicker)

BID AWARDS / BID REJECTIONS

A. Commence Contract Negotiations with Verra Mobility for a Photo Traffic Enforcement System

Police Lieutenant Curtis Chambers and Police Captain Stephen Lopez requested authorization to proceed with contract negotiations with Verra Mobility, the highest scoring vendor among the three proposals received, and emphasized the project's goal is to improve traffic safety rather than generate revenue.

Councilors Evelyn and Zwicker volunteered to provide advisory support during contract negotiations without formal decision-making roles.

Councilor Osborne moved, seconded by Councilor Evelyn, to award the photo traffic enforcement system request for proposal to Verra Mobility and authorize City Staff to begin contract negotiations.

Councilor Nielsen requested that, prior to contract approval, Council receive data regarding the ownership of enforcement photos and detailed reports on equipment calibration.

The motion passed. (Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Patrick-yes, Wedding-absent, Zwicker-yes)

PUBLIC HEARINGS

A. Ordinance #2025-12 - An ordinance approving Cinderview West Master Development Plan and Tentative Subdivision Compliant with the 2040 Greater Redmond Area Comprehensive Plan and Zone Map (Request for continuance to August 12, 2025)

Mayor Fitch continued the Cinderview West Master Development Plan public hearing to August 12, 2025, noting the developers require additional time to revise their plans based on Council feedback.

B. Ordinance #2025-14 - An Ordinance Amending the 2040 Redmond Comprehensive Plan, Adopting the Amended 2020 Transportation System Plan as the Transportation Element to the 2040 Redmond Comprehensive Plan

DRAFT

Mayor Fitch opened the public hearing.

Public Works Director/City Engineer Jessica MacClanahan and Kittelson & Associates Consultant Julia Kuhn provided an overview of the Redmond Transportation System Plan (TSP) amendments.

Mayor Fitch recommended adding a footnote to the TSP explaining why McVey Avenue is preferable to Quarry Avenue for a future southern interchange, and emphasized the need for proactive transportation policy in light of Redmond's projected 2060 population growth.

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

Councilor Nielsen moved, seconded by Councilor Osborne, to have a First and Second Reading of Ordinance #2025-14 by title only, the motion passed. (Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Patrick-yes, Wedding-absent, Zwicker-yes)

City Attorney Keith Leitz provided the First and Second Reading of Ordinance #2025-14 by title only.

Councilor Nielsen moved, seconded by Councilor Osborne, to adopt Ordinance #2025-14.

ROLL CALL VOTE
Ayes: Evelyn, Fitch, Nielsen, Osborne, Patrick, and Zwicker.
Nays: None
Motion Carried: 6 to 0.

C. Ordinance #2025-15 - An Ordinance Amending the 2040 Redmond Comprehensive Plan, Adopting the 2025 Wastewater Collection System Master Plan as a Supporting Plan to the 2040 Redmond Comprehensive Plan

Mayor Fitch opened the public hearing.

Ms. MacClanahan provided an overview of the Wastewater Collection System Master Plan update and confirmed the anticipated update to the System Development Charge (SDC) methodology is expected to result in a minor to moderate fee increase.

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

Councilor Nielsen moved, seconded by Councilor Osborne, to have a First and Second Reading of Ordinance #2025-15 by title only, the motion passed. (Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-no, Patrick-no, Wedding-absent, Zwicker)

Mr. Leitz provided the First and Second Reading of Ordinance #2025-15 by title only.

Councilor Zwicker moved, seconded by Councilor Nielsen, to adopt Ordinance #2025-15.

ROLL CALL VOTE
Ayes: Fitch, Nielsen, Osborne, Patrick, Zwicker, and Evelyn.
Nays: None
Motion Carried: 6 to 0.

ACTION ITEMS

A. Authorize Renewal of a 3-year Microsoft Enterprise Agreement with SHI International Corp for City Information Technology Needs: $379,344.06

IT Manager Matt Hayes provided an overview of the Microsoft licensing renewal agreement and highlighted the cost breakdown relative to growth and the associated software and operating systems.

Councilor Osborne moved, seconded by Councilor Patrick, to authorize the City Manager to execute a three-year Microsoft Enterprise Agreement with Microsoft software and support services purchase through SHI International Corp., the motion passed. (Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Patrick-yes, Wedding-absent, Zwicker-yes)

B. Eastside Arterial Project Amendment #3 - Pre-Construction Services (Phase 5), Knife River Corporation, Project #TR2403; $1,120,097.34

Principal Engineer Jake Sherman provided an overview of the third amendment to the progressive design-build contract to add Phase 5 for design of the Airport Way and 19th Street roundabout.

Councilor Zwicker moved, seconded by Councilor Nielsen, to authorize the amendment to the Progressive Design-Build Contract with Knife River Corporation to include the design of a new roundabout at Airport Way and SW 19th Street for the Eastside Arterial project for an amount not to exceed $1,120,097.34 and authorize the City Manager to sign the amendment, the motion passed. (Evelyn-yes, Fitch-yes, Nielsen-yes, Osborne-yes, Patrick-yes, Wedding-absent, Zwicker-yes)

COMMENTS FROM CITIZENS AT THE MEETING

- Redmond resident Eve Ponder discussed aggressive and damaging electric motorcycle use by youth in city parks and trails.
- Redmond resident Liz Goodrich commented on Bracero Day and invited Councilors to the August 4, 2025, Bracero Day celebration at the Library.
- Redmond resident Steve Schaffer commented on traffic danger.
- Redmond resident Sally Griffin commented on homelessness.

CITY MANAGER COMMENTS
City Manager Keith Witcosky reported on National Night Out, progress on the 19th Street and Maple Avenue traffic signal design, Airport bond sale, and the Airport Terminal Expansion project.

COUNCIL COMMENTS
Councilor Patrick reported on tonight's public hearings and House Bill 2001's impact on Redmond's density.

Councilor Zwicker reported on homelessness, the managed camp, Claire Gray's Historic Landmarks Commission appointment, and staff's work on progressive design-build projects.

Councilor Evelyn reported on low-flying, fire retardant planes.

Councilor Osborne reported on firefighters managing wildfires locally and nationally and the managed camp.

Councilor Nielsen reported on homelessness and the managed camp.

MAYOR'S COMMENTS
Mayor Fitch reported the Cinderview West Master Development Plan and the proposed 500-kW Pacific Power line.

ADJOURNMENT
The meeting adjourned at 7:46 p.m.

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

APPROVED by the City Council and SIGNED by the Mayor this 26th day of August 2025.

____
Ed Fitch, Mayor

ATTEST:

____
Kelly Morse, City Recorder

RECOGNITION

The City Council recognizes the following events in our community:

- **National Women’s Equality Day** – August 26, 2025
- **National Dog Day** – August 26, 2025
- **Labor Day** – September 1, 2025
- **Grandparents' Day** – September 7, 2025
- **National Days of Prayer and Remembrance** – September 6-7, 2025
- **Patriot Day** – September 11, 2025
- **Anniversary of September 11, 2001** – September 11, 2025
- **Working Parents Day** – September 16, 2025
- **National Stepfamily Day** – September 16, 2025
- **Constitution Week -** September 17-23, 2025
- **National POW/MIA Recognition Day** – September 19, 2025
- **American Business Women's Day** – September 22, 2025
- **Family Day** – September 22, 2025
- **National Good Neighbor Day** – September 28, 2025
- **Gold Star Mother's Day** – September 28, 2025
- **Hispanic Heritage Month** – September 15, 2025 – October 15, 2025
- **National Suicide Prevention Month** – September 2025
- **Childhood Cancer Awareness Month** – September 2025

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STAFF REPORT

DATE: August 26, 2025
TO: City Council
THROUGH: Keith Witcosky, City Manager
Jason Neff, Deputy City Manager/Chief Financial Officer
James Wood, Finance Director
FROM: Valerie Taylor, Billing and Collections Manager
SUBJECT: Ordinance #2025-17 - An ordinance granting a non-exclusive telecommunication franchise to Rally Networks.

Report in Brief:
This item requests the City Council approve a five-year non-exclusive telecommunications franchise agreement with Rally Networks.

Background:
The City of Redmond was approached by Rally Networks to enter into a franchise agreement with the City of Redmond. Rally Networks provides high-speed internet, voice, and data services to residential and business customers.

Discussion:
This ordinance is a five-year non-exclusive telecommunications franchise agreement granting Rally Networks the authority to operate in the City's rights of way to provide telecommunication services while maintaining the City's development standards. The agreement is set to automatically renew for two successive terms of five years each unless terminated.

Fiscal Impact:
The actual revenue to be received from this franchise is unknown at this point as it will depend on the roll-out of services by Rally Networks. The roll-out is tentatively scheduled to start within the next 12 months.

Alternative Courses of Action:

1. Approve Ordinance #2025-17.
2. Do not approve Ordinance #2025-17.
3. Request more information.

As required by the City Charter, notices regarding this ordinance coming before the Council were posted in three public places on August 19, 2025, and three copies of the Ordinance were available for review at City Hall.

Recommendation / Suggested Motion:
"I move to have a first and second reading of Ord. #2025-17, by title only" (Voice vote)

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

"I move to approve Ord. #2025-17." (Roll call vote)

REDMOND ORDINANCE
ORDINANCE NO. 2025-17

AN ORDINANCE GRANTING A NON-EXCLUSIVE TELECOMMUNICATION FRANCHISE TO RALLY NETWORKS.

WHEREAS, Rally Networks is a telecommunications provider seeking to provide telecommunication services in the City of Redmond; and

WHEREAS, providing telecommunication services requires the installation, operation and maintenance of facilities within the public rights of ways within the City of Redmond; and

WHEREAS, the City of Redmond desires to set forth the terms and conditions by which Rally Networks shall use the public rights of way within the City of Redmond; and

WHEREAS, the City of Redmond and Rally Networks desire to enter into a franchise agreement and have reached agreement on the terms of that franchise agreement.

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

This Telecommunications Franchise Agreement (“Agreement”) is between the City of Redmond, an Oregon municipal corporation ("City") and Rally Networks ("Franchisee").

Section 1. Definitions.

Any terms defined in the Redmond Code and not in this Agreement have the meaning provided by the Redmond Code.

“Effective Date” means thirty days from council approval, or the date on which each party has signed this Agreement, whichever is later.

"Facilities" means the conduits, cables, optic fibers, poles, wires, vaults, fixtures, aboveground and underground lines, antennas, support mast and mounts, amplifiers, receivers, equipment cabinets, through bolts, washers, nuts, power supply cabinets, power meters, grounding or bond wires, enclosures, cabinets, battery back-up units, and other physical components and related equipment of Franchisee's Telecommunication System that are in compliance with applicable laws, rules and regulations as required by Section 3.

“Fiscal Year” means the 12-month reporting period that begins on July 1st and ends on June 30th.

"Gross revenue" shall have the same meaning as ORS 221.515.

"Telecommunications System" means all Facilities owned, operated or used by Franchisee to provide telecommunication services, including voice, data and audio and video transmission services, and located in rights-of-way administered by the City.

Section 2. Grant of Authority.

City grants to Franchisee the right to construct, install, maintain, restore, replace, and operate Facilities over, in, on, and under present and future City rights-of-way for the purpose of providing telecommunication services on the terms stated in this Agreement and subject to applicable law.

This Franchise is not exclusive. The City reserves the right to grant a similar franchise to any other person or entity at any time during the period of this Agreement. This Agreement is subject to all prior rights, interests, agreements, permits, easements, or licenses granted by the City, and to the City's right to use and administer rights-of-way for any purpose.

Section 3. Compliance with Laws, Rules and Regulations.

Franchisee shall comply with all applicable federal, state and City laws, rules and regulations, including but not limited to the Redmond Development Code, other provisions or revisions of the Redmond Code, and City ordinances. The locations and methods of installation and maintenance of all Franchisee's Facilities shall be subject at all times to regulation by the City (including City's ordinances, standards and specifications, and regulations on street cuts and use of rights-of-way or public easements).

Franchisee must obtain all applicable permits prior to any work in the right of way or construction of Facilities. Franchisee must develop, site, construct, install, and at all times maintain and operate all Facilities in accordance with telecommunications industry standards and City standards and specifications, including but not limited to Redmond Development Code and as directed by the City Engineer in accordance with the Redmond Code.

Section 4. Franchisee Liability, Indemnification of City, and Insurance.

A. <u>Liability and Indemnification.</u> Franchisee will defend, indemnify , and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as "claims") that may be based on, or arise out of damage or injury, including death, to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this Agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification does not apply to claims caused by the negligence or willful misconduct of the City, its officers, agents, employees and volunteers. Franchisee agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287. The City will promptly notify the franchisee in writing of any claim, action, or proceeding for which indemnity is sought and will cooperate with the franchisee in the defense and settlement thereof. The franchisee will have the right to control the defense and settlement of any such claim, action, or proceeding, provided that the franchisee will not settle any claim, action, or proceeding in a manner that admits fault or liability on the part of the City without the City's prior written consent, which will not be unreasonably withheld.

B. Insurance. Franchisee must maintain, at Franchisee's expense during the term of this Agreement, commercial general liability covering bodily injury and property damage in an amount of $2 million per occurrence and $4 million general aggregate; commercial automobile insurance of $2 million combined single limit per accident which limits may be met by any combination of primary and excess or umbrella insurance. The insurance policies obtained by Franchisee shall be primary and non-contributory. Franchisee shall defend, indemnify, and hold City, its officers, employees, and volunteers harmless for any claims resulting from negligence or intentional misconduct of Franchisee and its employees in performance of this Agreement, even if not covered by, or in excess of insurance limits.

Commercial general liability and Commercial Auto Liability policies must name by separate endorsement “The City of Redmond, its officers, agents, directors, employees, and volunteers as an additional insured” (endorsement must be provided), as their interest may appear under this Agreement with respect to Franchisee's work or services conducted under this Agreement. Insurance coverage mut apply on a “primary and non-contributory basis”. Upon receipt of notice from its insurers, Franchisee will give the City 30 days' written notice of any cancellation of any required coverage. Any failure to comply with this provision will not affect the insurance coverage provided to City.

Franchisee must maintain workers' compensation insurance as required by ORS Chapter 656 and meeting the statutory requirements therein.

Franchisee must ensure that each contractor and subcontractor obtains and maintains substantially the same insurance as required of Franchisee before performing work.

Coverages provided by Franchisee must be underwritten by an insurance company authorized to do business in the state of Oregon and with a Best's rating of A-VII or higher.

As evidence of the insurance coverage required by this Agreement, Franchisee must provide a certificate of insurance and required separate endorsements as referenced above, from the carrier(s). This Agreement will not be in effect until the required certificate and separate endorsements have been received and approved by City, which reasonable approval may not be withheld or delayed. Renewal certificates and endorsements will be provided to City upon receipt by Franchisee. The City may terminate this Agreement for failure to maintain the required insurance.

C. Waiver of Subrogation. Franchisee grants a waiver of subrogation to the City, its officers, employees and volunteers for any claims arising out of Franchisee's work or service. Further, Franchisee agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery will be solely with its insurance carrier, and also grants to City, on behalf of any insurer providing coverage to either Franchisee or City with respect to the work or services of Franchisee, a waiver of any right to subrogation which any insurer or subcontractor may acquire against City by virtue of the payment of any loss under such insurance coverage.

Section 5. Performance Bond.

Before commencing any work in any right-of-way administered by the City, Franchisee must provide a performance bond in the amount of $100,000 until construction is complete. The bond will then be reduced to $50,000 for the remainder of the agreement, or a lesser amount as agreed to in writing by the City as being sufficient to assure proper restoration of any street, sidewalk or other surface disturbed by Franchisee. Franchisee must keep the bond in full force and effect during any activities that disturb the surface of any rights-of-way and for a period of at least one year after restoration of rights-of-way. The bond may be withdrawn one year after restoration of rights-of-way but must be restored prior to any further action that would disturb any street, sidewalk, or other surface. The bond must be issued by surety authorized to do business in the state of Oregon and with a Best's rating of A- VII or higher.

City may, in the event of any construction which is likely to be substantially greater than $100,000, or in the event the City's cost to complete or repair the construction upon Franchisee's failure to perform the same would be greater than $100,000, as reasonably determined by the City, require the amount of the performance bond to be increased. The performance bond is subject to increase each time Franchisee applies for permits to perform work within the city of Redmond. Franchisee must provide to City all necessary documentation demonstrating Franchisee's cost estimation in a format reasonably acceptable to City.

Section 6. Construction and Conditions on Right-of-Way Occupancy.

A. <u>Use.</u> Franchisee must conduct its operations under this Franchise, including installation, construction, operations, and maintenance of its Facilities, in compliance with all lawful governmental regulations and in a safe, competent, and skillful manner so as not to present a danger to the public or City. Franchisee must construct, install, maintain and operate its Facilities in designated City rights- of-way consistent with industry standards and in City's commercially reasonable satisfaction, in compliance with all City ordinances, rules, standards and specifications, policies and regulations, in a manner so as to interfere as little as practicable with traffic and other use of rights of way, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the rights of way, including existing and future City services. All work in City right-of-way requires a permit and a traffic plan that is fully compliant with the City of Redmond Design Standards and Specifications, prior to the start of any work.

B. <u>Construction.</u> Prior to beginning construction, Franchisee must obtain all necessary land use approvals and permits. When construction is complete, Franchisee must provide the City Engineer as-built drawings with a map showing the location of installed Facilities in City rights-of-way as required by City codes, standards and specifications, and building requirements. The City Engineer may require additional information on the as-built drawings.

C. Restoration. In case of any disturbance of pavement, sidewalk, driveway, or other surface by Franchisee, Franchisee must, at its own cost and expense and in compliance with the City's standards and specifications, promptly replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed, reasonable wear and tear excepted. Franchisee warrants all restoration work for a period of one year from completion of the work. If Franchisee fails to make restoration as required by this section within a reasonable timeframe following written notice from City to Franchisee, or if the restoration fails within the one-year warranty period, City may cause the repairs to be made at the expense of Franchisee. If Franchisee fails to reimburse the City for any costs incurred under this section within 45 days of demand for reimbursement and such failure is not a result of a good faith dispute between City and Franchisee, City may refuse to issue additional permits.

D. Notification. Franchisee must comply with the requirements of Oregon Utility Notification Law and implementing rules and regulations.

E. Relocation. City may require Franchisee to relocate its Facilities. If the removal or relocation of Facilities is caused directly by an identifiable development of property or other third-party project and the removal or relocation of Facilities is expected to occur within the area to be developed, or is made for the convenience of other third-party, Franchisee may charge the expense of removal or relocation to the developer or other third-party. Franchisee will be solely responsible for enforcing collection from the developer or other third-party.

If the removal or relocation of Facilities results from City's need to provide public facilities, a City-funded project, or is otherwise requested by City or is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Franchisee will remove or relocate its Facilities at Franchisee's expense within one hundred twenty (120) days after notification by City. For any relocation required under this section, City will make a reasonable effort to provide Franchisee with a mutually agreeable alternate location for its Facilities within City rights-of-way, or allow Franchisee to temporarily remove or relocate its Facilities for the duration of the City Project and allow Franchisee the opportunity to replace its Facilities in the same or similar location after completion of the City project, consistent with City approval for Franchisee’s location of the Facility.

In cases of capital improvement projects undertaken by City where overhead utilities are converted to underground installations, Franchisee must convert above-ground Facilities to underground, at Franchisee's expense, if requested to do so by City, except to the extent Franchisee’s Facilities must remain above-ground to operate. City agrees to comply with provisions of applicable law when requiring such conversion and to do so in a non-discriminatory manner.

F. Placement of Facilities. Franchisee will not knowingly place its Facilities where they will interfere with any existing or future City utility, gas, electric, or telephone fixture or power, sanitary sewer, storm sewer, or water facility. Franchisee must consult with City

Engineer prior to placement of Facilities, and will comply with all City ordinances, policies, rules, and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right-of-way in the City, Franchisee must also locate or relocate its Facilities underground to the extent possible.

G. Temporary Rearrangement of Facilities. Franchisee must, consistent with City policies, ordinances, rules, and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the person or entity wishing to move the building or other object makes a reasonable arrangement to reimburse Franchisee for its expenses in rearranging its Facilities. Nothing in this section precludes City from requiring Franchisee to move its Facilities at Franchisee's expense when public convenience requires the move.

H. Maps and Records. Franchisee shall at all times keep maps and records showing the locations and components of all facilities constructed by it or owned by it within the City right of way. Spatial data for facilities located in the rights-of-way shall be available to the City as needed. Franchisee shall keep as-builts on file and available for City use upon request.

Section 7. Transfer of Franchise.

Franchisee may not sell, assign, dispose of, or transfer in any manner whatsoever any interest in this Franchise or in the Facilities authorized by this Agreement, or any part of the Facilities, without prior written approval of City, which approval will not be unreasonably withheld. The City may impose reasonable conditions on any such approval, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Agreement. City has the right to collect from Franchisee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. Use of Franchisee's Facilities by third parties shall not constitute an assignment or transfer of privileges for purposes of this Agreement. Notwithstanding the foregoing, no City approval is required but notice shall be provided for any assignment, disposal, or transfer of this Franchise or the Facilities to an affiliate of Franchisee or its parent company. In the event such a transfer, assignment, or disposal of franchisee's ownership is approved by the Oregon Public Utilities Commission ("OPUC"), the City will be deemed to have consented to such transfer. Grantee will provide City with a copy of any such approval.

Section 8. City Rights in Franchise.

A. City Supervision and Inspection. City has the right to supervise all construction or installation of Franchisee's Facilities subject to the provisions of this Agreement and make such inspections as it finds necessary to ensure compliance with governing laws, ordinances, rules, and regulations.

B. Termination or Abandonment of Agreement. Upon any termination of this Agreement, all Facilities installed or used by Franchisee must be removed by Franchisee at Franchisee's expense within one hundred twenty (120) days after such termination, and the property upon which the Facilities were used restored by Franchisee to the condition it was in before installation.

C. Co-location. Franchisee must offer the City the opportunity to co-locate City conduit and lines in trenches dug by Franchisee in City rights-of-way and may charge City only any incremental additional costs incurred in making the trenches available for City use.

Section 9. Franchise Fee.

A. Franchisee shall pay monthly to City a Franchise fee equal to 7% of Company's gross revenues received from ultimate consumers of the facilities who do not re-sell their use of the facilities to third parties within the corporate limits of City. Company also may at its option deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues.

The intention of the parties in charging different fees for telecommunications service providers and ultimate consumers is to prevent any end user from paying a permit or franchise fee to City more than once for the same use of the facilities, while at the same time charging a fair amount for the use of City's rights of way.

B. The Franchise Fee required by this section is due and payable within 60 days after the end of each applicable calendar month. Any payment not made when due will bear interest at the rate of 9% per annum, compounded monthly, from the date due until paid. Together with each payment of the Franchise Fee, Franchisee will submit a Telecommunications Franchise Fee Percentage Reporting Form in the form of Exhibit A.

C. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise agreement.

D. Except to the extent prohibited by Federal or State law, the Franchise Fee is in addition to any permit fee required to comply with Section 3.

Section 10. Franchisee Records and Reports.

A. Franchisee shall keep accurate books of financial accounts throughout the term of this Franchise Agreement and for six years after the expiration or termination of this Agreement. Franchisee shall produce all books and records directly concerning its Gross Revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon 30 days' written notice, during normal working hours. City may require periodic reports from Franchisee relating to its operation within City.

B. City shall have the right during the term of this Franchise Agreement or within 180 days after expiration or termination of the franchise to audit Franchisee's records for the period of three years prior to the audit. If the audit reveals underpayment of 3% or more, the City may expand the audit to cover up to 6 years. The audits shall be undertaken by a qualified person or entity selected by City. The cost of the audit shall be borne by City, unless the results of the audit reveal an underpayment of more than 3% of the franchise fee for the period audited. In the case of underpayment of 3% or more, the full cost of the audit shall be paid by Franchisee. Franchisee shall immediately pay the amount of the underpayment as determined by the audit to City together with 9% annual interest from the date the payment should have been made to the date the payment is actually made. In the case of overpayment, the City shall immediately pay the amount of the overpayment as determined by the audit to the Franchisee, less costs borne by the City in performing the audit.

C. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this Franchise Agreement is at issue.

Section 11. Permit and Inspection Fees.

Nothing in this Agreement may be construed to limit the right of City to require Franchisee to pay reasonable costs incurred by City in connection with the issuance of a license or permit, making an inspection, or performing any other service for or in connection with Franchisee or its Facilities, whether pursuant to this Agreement or any ordinance or regulation, subject to any limitation imposed by Federal or state law.

Section 12. Enforcement and Termination of Agreement for Violation.

A. <u>Default.</u> Time of payment and performance are of the essence in the Agreement. The following are events of default:

   a. <u>Default in Payment.</u> The failure of Franchisee to pay City when due any amounts required by the Agreement pursuant to Section 9 and such failure continues for a period of 15 days after the postmark date of Licensee's notice of its failure to pay.

   b. <u>Default in Other Covenants.</u> The failure of Franchisee to perform any of the covenants and conditions required by this Agreement to be kept and performed by Franchisee, and such failure continues for a period of 30 days after notice from City of such failure, or longer than 30 days if the nature of the cure requires a longer period of time and the cure was commenced within the 30-day period. Upon the occurrence of an event of default, Franchisee must pay to City the sum of $200 per day for each day the default continues along with any additional damages suffered by City as a result of Franchisee's default.

B. The City may terminate this Agreement for defaults that are not cured within the time allowed by providing 30 days' notice to Franchisee of its intent to terminate. Franchisee may avoid termination by completely curing the default(s), including payment of the penalty required by Subsection A.2 of this section, unless the notice of termination is the third notice of termination within a 12-month period. Franchisee may challenge a notice of termination by providing a written protest to the City Manager within 15 business days after the postmark date of Franchisee notice of termination. The City Manager, on receipt of the protest shall either grant the protest, in which case the Agreement will remain in place, or refer the matter to the City Council for a decision. The termination will not become final until after the decision by the City Manager or City Council.

Section 13. Remedies not Exclusive; Waiver.

All remedies granted the City under this Agreement are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this Agreement are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this Agreement may not be construed as a waiver of a breach of any other term, condition or obligation of this Agreement.

Section 14. Franchise Term.

This Franchise is granted for a term of five years beginning the Effective Date ("Initial Term) and will automatically renew for two successive terms of five years each (each a "Renewal Term") unless notice of termination is provided. Franchisee and City may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing notice of termination at least 60 days prior to the end of the Initial Term or relevant Renewal Term. If notice of termination is provided, the parties may elect to negotiate a new franchise agreement in lieu of termination. In the event the City adopts code provisions, regulations or standards and specifications applicable to this Franchise or if state or federal legislation or regulation affects any provision of this Franchise, the Parties, at the request of either Party, may request renegotiation of the Franchise to reflect the changes in law or regulation.

Section 15. Severability.

If any section, subsection, sentence, clause, or portion of this Agreement becomes for any reason invalid, superseded by applicable authority, or if any such portion of this Agreement is rendered unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this Agreement.

Section 16. Notices.

Any notice required or permitted under this Agreement, including Annexation notifications, shall be deemed given when received or when deposited with the United States Postal Service, postage prepaid and sent as registered or certified mail addressed as follows:

TO CITY:

Keith Witcosky
City Manager
City of Redmond
411 SW 9th St
Redmond, OR 97756

TO FRANCHISEE:

Jonathan Cannon
Government Affairs and Special Projects Manager
Rally Networks
1975 Baker St
Baker City, OR 97814

or to such other addresses as may be specified from time to time by either party in writing.

The primary contact regarding administration of this Franchise for the City is:

Position: Billing and Collections Manager
Name: Valerie Taylor
Email: valerie.taylor@redmondoregon.gov
Phone: 541.923.7732

and for Franchisee is:

Position: Kathy Morris, Accounting Supervisor
Name: Kathym@rallynet.us
Legal Department Email: Jonathan Cannon – Government Affairs Manager – jonathanc@rallynet.us

The primary contacts may be changed at any time by a written communication, including email, without the need for formal notice.

Section 17. Interpretation/Jurisdiction.

Interpretation of the Agreement shall be governed by laws of the State of Oregon and any legal action relating to this Agreement must be brought in the state or federal courts located in Deschutes County, or in the case of a federal court, the federal courthouse closest to Deschutes County.

Section 18. Change of Law.

If any federal or state laws or regulations or any binding judicial interpretations thereof that govern any aspect of the rights or obligations of one or more parties under this Agreement shall change after full execution, and such change makes any aspect of such rights or obligations inconsistent with the then-effective federal or state laws, regulations or binding judicial interpretations, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

City of Redmond	Franchisee
______________________________	______________________________
Ed Fitch, Mayor	Colten Richards, VP of Sales & Marketing
______________________________	______________________________
Printed Name	Printed Name
______________________________	______________________________
Date	Date
ATTEST:	ATTEST:
___________________________	By: _________________________
Kelly Morse, City Recorder	

EXHIBIT A

Exhibit A

City of Redmond

Franchise Fee Percentage Reporting Form

Company: Rally Networks

Reporting Period: ___________________________

Description	Revenue and Fee Calculation
Gross Revenues	$
Less: Revenues Exempt from Franchise Fee	$
Other Adjustments to Gross Revenues	$
Net Revenue Subject to Franchise Fee	**$**
Franchise Fee Rate	Seven Percent (7%)
Franchise Fee Remitted to City of Redmond	**$**

Prepared By:

____________________________ Signed ____________________________ Name, Title	____________________________ Date ____________________________ Phone, Email Address

Certification by Officer or Authorized Representative

I declare that the information provided herein is true, complete, and accurate to the best of my knowledge and belief.

____________________________ Signed ____________________________ Name, Title	____________________________ Date

Please remit payment to:
City of Redmond
411 SW 9th Street
Redmond, OR 97756

For questions, please contact City of Redmond Finance Department at 541.504.3066

CITY OF REDMOND

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

STAFF REPORT

DATE: August 26, 2025
TO: City Council
THROUGH: Keith Witcosky, City Manager
Jason Neff, Deputy City Manager/Chief Financial Officer
James Wood, Finance Director
FROM: Valerie Taylor, Billing and Collections Manager
SUBJECT: Ordinance #2025-18 - An ordinance granting a non-exclusive telecommunication franchise to WilTel Communications, LLC and repealing Ordinance No. 98-25.

Report in Brief:
This item requests the City Council approve a five-year non-exclusive telecommunications franchise agreement with WilTel Communications, LLC.

Background:
Formally FTV Communications, LLC, WilTel Communications, LLC is a telecommunications provider with fiber optic line in the city of Redmond. The existing FTV Communications, LLC agreement is expired, and a new franchise agreement has been negotiated and is ready for approval.

Discussion:
This ordinance is a five-year non-exclusive telecommunications franchise agreement granting WilTel Communications, LLC the authority to operate in the City's rights of way to provide telecommunication services while maintaining the City's development standards. The agreement is set to automatically renew for two successive terms of five years each unless terminated.

Fiscal Impact:
With this agreement, WilTel Communications, LLC will continue to pay a franchise fee per lineal foot of fiber optic line located within the city limits. The annual fee will start at the base of $1.83 per lineal foot, and will increase annually on March 1, by a percentage equal to the change in the Consumer Price Index (CPI) for Oregon for the prior year. The revenue that the City receives from this Franchisee equates to approximately $45,000 per year.

Alternative Courses of Action:

1. Approve Ordinance #2025-18.
2. Do not approve Ordinance #2025-18.
3. Request more information.

As required by the City Charter, notices regarding this ordinance coming before the Council were posted in three public places on August 19, 2025, and three 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 #2025-18, by title only" (Voice vote)

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

"I move to approve Ordiancne #2025-18." (Roll call vote)

REDMOND ORDINANCE
ORDINANCE NO. 2025-18

AN ORDINANCE GRANTING A NON-EXCLUSIVE TELECOMMUNICATION FRANCHISE TO WILTEL COMMUNICATIONS, LLC AND REPEALING ORDINANCE NO. 98-25.

WHEREAS, WilTel Communications, LLC is a telecommunications provider seeking to provide telecommunication services in the City of Redmond; and

WHEREAS, providing telecommunication services requires the installation, operation and maintenance of facilities within the public rights of ways within the City of Redmond; and

WHEREAS, the City of Redmond desires to set forth the terms and conditions by which WilTel Communications, LLC shall use the public rights of way within the City of Redmond; and

WHEREAS, the City of Redmond and WilTel Communications, LLC desire to enter into a franchise agreement and have reached agreement on the terms of that franchise agreement.

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

This Telecommunications Franchise Agreement (“Agreement”) is between the City of Redmond, an Oregon municipal corporation ("City") and WilTel Communications, LLC ("Franchisee").

Section 1. Definitions.

Any terms defined in the Redmond Code and not in this Agreement have the meaning provided by the Redmond Code.

“Effective Date” means thirty days from council approval, or the date on which the last party has signed this Agreement, whichever is later.

"Facilities" means the conduits, cables, optic fibers, poles, wires, vaults, fixtures, aboveground and underground lines, antennas, support mast and mounts, amplifiers, receivers, equipment cabinets, through bolts, washers, nuts, power supply cabinets, power meters, grounding or bond wires, enclosures, cabinets, battery back-up units, and other physical components and related equipment of Franchisee's Telecommunication System that are in compliance with applicable laws, rules and regulations as required by Section 3.

“Fiscal Year” means the 12-month reporting period that begins on July 1st and ends on June 30th.

"Gross revenues" means those revenues derived from exchange access services within the City, as defined in ORS 403.105, less net uncollectibles from such revenues.

"Telecommunications System" means all Facilities owned, operated or used by Franchisee to provide telecommunication services, including voice, data and audio and video transmission services, and located in rights-of-way administered by the City.

Section 2. Grant of Authority.

City grants to Franchisee the right to construct, install, maintain, restore, replace, and operate Facilities over, in, on, and under present and future City rights-of-way for the purpose of providing telecommunication services on the terms stated in this Agreement and subject to applicable law.

This Franchise is not exclusive. The City reserves the right to grant a similar franchise to any other person or entity at any time during the period of this Agreement. This Agreement is subject to all prior rights, interests, agreements, permits, easements or licenses granted by the City, and to the City's right to use and administer rights-of-way for any purpose.

Section 3. Compliance with Laws, Rules and Regulations.

Franchisee shall comply with all applicable federal, state and City laws, rules and regulations, including but not limited to the Redmond Development Code, other provisions or revisions of the Redmond Code, and City ordinances. The locations and methods of installation and maintenance of all Franchisee's Facilities shall be subject at all times to regulation by the City (including City's ordinances, standards and specifications, and regulations on street cuts and use of rights-of-way or public easements).

Franchisee must obtain right-of-way permits prior to installation or construction of Facilities. Franchisee must develop, site, construct, install, and at all times maintain and operate all Facilities in accordance with telecommunications industry standards and City standards and specifications, including but not limited to Redmond Development Code and as directed by the City Engineer in accordance with the Redmond Code.

Section 4. Franchisee Liability, Indemnification of City, and Insurance.

A. Liability and Indemnification. Franchisee will defend, indemnify , and hold the City, its officers, agents, employees and volunteers harmless against all third party liability, claims, losses, demands, suits, fees and judgments (collectively known as "claims") that may be based on, or arise out of damage or injury, including death, to persons or property to the extent arising from any act or omission by Franchisee in connection with the performance of this Agreement or by conditions created thereby or based upon Franchisee's violation of any statute, ordinance or regulation. This indemnification does not apply to claims caused by the negligence or willful misconduct of the City, its officers, agents, employees and volunteers. Franchisee agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

B. Insurance. Franchisee must maintain, at Franchisee's expense during the term of this Agreement, commercial general liability covering bodily injury and property damage in an amount of $2 million per occurrence and $4 million general aggregate; commercial automobile insurance $2 million combined single limit per accident which limits may be met by any combination of primary and excess or umbrella insurance. The insurance policies obtained by Franchisee shall be primary and non-contributory. Franchisee shall defend, indemnify, and hold City, its officers, employees and volunteers harmless for any claims to the extent arising from the negligence or intentional misconduct of Franchisee and its employees in performance of this Agreement, even if not covered by, or in excess of insurance limits.

Commercial general liability and Commercial Auto liability policies must name, by separate endorsement, “The City of Redmond, its officers, agents, directors, employees, and volunteers as an additional insured” (endorsement must be provided) as their interest may appear under this Agreement with respect to Franchisee's work or services conducted under this Agreement. Insurance coverage must apply on a “primary and non-contributory basis” (endorsement must be provided). Upon receipt of notice from its insurers, Franchisee will give the City 30 days' written notice of any cancellation of any required coverage. Any failure to comply with this provision will not affect the insurance coverage provided to City.

Franchisee must maintain workers' compensation insurance as required by ORS Chapter 656 and meeting the statutory requirements therein.

Franchisee must ensure that each contractor and subcontractor obtains and maintains substantially the same insurance as required of Franchisee before performing work.

Coverages provided by Franchisee must be underwritten by an insurance company authorized to do business in the state of Oregon and with a Best's rating of A-VII or higher.

As evidence of the insurance coverage required by this Agreement, Franchisee must provide a certificate of insurance and required separate endorsements as referenced. This Agreement will not be in effect until the required certificate separate additional insured endorsements have been received and approved by City, which reasonable approval may not be withheld or delayed. Renewal certificates separate endorsements will be provided to City upon receipt by Franchisee. The City may terminate this Agreement for failure to maintain the required insurance.

C. <u>Waiver of Subrogation.</u> Franchisee grants a waiver of subrogation to the City, its officers, employees and volunteers for any claims arising out of Franchisee's work or service. Further, Franchisee agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery will be solely with its insurance carrier, and also grants to City, on behalf of any insurer providing coverage to either Franchisee or City with respect to the work or services of Franchisee, a waiver of any right to subrogation which any insurer or subcontractor may acquire against City by virtue of the payment of any loss under such insurance coverage.

Section 5. Performance Bond.

Before commencing any work in any right-of-way administered by the City, Franchisee must provide a performance bond in the amount of $100,000, or a lesser amount as agreed to in writing by the City as being sufficient to assure proper restoration of any street, sidewalk or other surface disturbed by Franchisee. Franchisee must keep the bond in full force and effect during any activities that disturb the surface of any rights-of-way and for a period of at least one year after restoration of rights-of-way. The bond may be withdrawn one year after restoration of rights-of-way but must be restored prior to any further action that would disturb any street, sidewalk, or other surface. The bond must be issued by surety authorized to do business in the state of Oregon and with a Best's rating of A- VII or higher.

City may, in the event of any construction which is likely to be substantially greater than $100,000, or in the event the City's cost to complete or repair the construction upon Franchisee's failure to perform the same would be greater than $100,000, as reasonably determined by the City, require the amount of the performance bond to be increased. The performance bond is subject to increase each time Franchisee applies for permits to perform work within the city of Redmond. Franchisee must provide to City all necessary documentation demonstrating Franchisee's cost estimation in a format reasonably acceptable to City.

Section 6. Construction and Conditions on Right-of-Way Occupancy.

A. Use. Franchisee must conduct its operations under this Franchise, including installation, construction, operations, and maintenance of its Facilities, in compliance with all applicable, lawful governmental regulations and in a safe, competent, and skillful manner so as not to present a danger to the public or City. Franchisee must construct, install, maintain and operate its Facilities in designated City rights- of-way consistent with applicable industry standards and in City's commercially reasonable satisfaction, in compliance with all City ordinances, rules, standards and specifications, policies and regulations, in a manner so as to interfere as little as practicable with traffic and other use of rights of way, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the rights of way, including existing and future City services. All work in City right-of-way requires a permit and a traffic plan that is fully compliant with the City of Redmond Design Standards and Specifications, prior to the start of any work.

B. Construction. Prior to beginning construction, Franchisee must obtain all necessary land use approvals and permits. When construction is complete, Franchisee must provide the City Engineer as-built drawings with a map showing the location of installed Facilities in City rights-of-way as required by City codes, standards and specifications, and building requirements. The City Engineer may require additional information on the as-built drawings.

C. Restoration. In case of any disturbance of pavement, sidewalk, driveway, or other surface by Franchisee, Franchisee must, at its own cost and expense and in compliance with the City's standards and specifications, promptly replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed to its condition immediately preceding such disturbance, reasonable wear and tear excepted. Franchisee warrants all restoration work for a period of one year from completion of the work. If Franchisee fails to make restoration as required by this section within a reasonable timeframe following written notice from City to Franchisee, or if the restoration fails within the one-year warranty period, City may cause the repairs to be made at the expense of Franchisee. If Franchisee fails to reimburse the City for any actual costs incurred under this section within 45 days of Franchisee's receipt of demand for reimbursement and such failure is not a result of a good faith dispute between City and Franchisee, City may refuse to issue additional permits.

D. Notification. Franchisee must comply with the requirements of Oregon Utility Notification Law and implementing rules and regulations.

E. Relocation. City may require Franchisee to relocate its Facilities. If the removal or relocation of Facilities is caused directly by an identifiable development of property or other third-party project and the removal or relocation of Facilities is expected to occur within the area to be developed, or is made for the convenience of other third-party, Franchisee may charge the expense of removal or relocation to the developer or other third-party. Franchisee will be solely responsible for enforcing collection from the developer or other third-party. In such event, Franchisee may require payment in advance from the developer or other third party before relocating its facilities.

If the removal or relocation of Facilities results from City's need to provide public facilities, a City-funded project, or is otherwise requested by City or is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Franchisee will remove or relocate its Facilities at Franchisee's expense within sixty (60) days after notification by City. For any relocation required under this section, City will make a reasonable effort to provide Franchisee with a mutually agreeable alternate location for its Facilities within City rights-of-way, or allow Franchisee to temporarily remove or relocate its Facilities for the duration of the City Project and allow Franchisee the opportunity to replace its Facilities in the same or similar location after completion of the City project, consistent with City approval for Franchisee's location of the Facility. In the event that City receives third party funding for a City project or improvement to a City street that covers Franchisee's expenses, City will remit payment to Franchisee from the third-party funding for reimbursement for Franchisee's relocation expenses.

In cases of capital improvement projects undertaken by City where overhead utilities are converted to underground installations, Franchisee must convert above-ground Facilities to underground, at Franchisee's expense, if requested to do so by City, except to the extent Franchisee's Facilities must remain above-ground to operate. City agrees to comply with provisions of applicable law when requiring such conversion and to do so in a non-discriminatory manner.

F. Placement of Facilities. Franchisee will not knowingly place its Facilities where they will interfere with any existing or future City utility, gas, electric, or telephone fixture or power, sanitary sewer, storm sewer, or water facility. Franchisee must consult with City Engineer prior to placement of Facilities, and will comply with all City ordinances, policies, rules, and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right-of-way in the City, Franchisee must also locate or relocate its Facilities underground to the extent possible.

G. Temporary Rearrangement of Facilities. Franchisee must, consistent with City policies, ordinances, rules, and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the person or entity wishing to move the building or other object makes a reasonable arrangement to reimburse Franchisee for its expenses in rearranging its Facilities. Nothing in this section precludes City from requiring Franchisee to move its Facilities at Franchisee's expense when public convenience requires the move.

H. Maps and Records. Franchisee shall at all times keep maps and records showing the locations and components of all facilities constructed by it or owned by it within the City right of way. Spatial data for facilities located in the rights-of-way shall be available to the City as needed. Franchisee shall keep as-builts on file and available for City use upon reasonable prior request. The information furnished by Franchisee under this section is provided with the understanding that the City will treat the information as confidential to the extent possible under the Oregon Public Records Act. If a public records request is made for the information, the City will provide Franchisee with notice of the request and sufficient time to seek a protective order prior to providing the documentation to any third party.

Section 7. Transfer of Franchise.

Franchisee may not sell, assign, dispose of, or transfer in any manner whatsoever any interest in this Franchise or in the Facilities authorized by this Agreement, or any part of the Facilities, without prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed. The City may impose reasonable conditions on any such approval, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Agreement. City has the right to collect from Franchisee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. Use of Franchisee's Facilities by third parties shall not constitute an assignment or transfer of privileges for purposes of this Agreement. Notwithstanding the foregoing, no City approval is required but notice shall be provided for any assignment, disposal, or transfer of this Franchise or the Facilities to an affiliate of Franchisee, any successor in-interest, or its parent company.

Section 8. City Rights in Franchise.

A. City Supervision and Inspection. City has the right to supervise all construction or installation of Franchisee's Facilities subject to the provisions of this Agreement and make such inspections as it finds necessary to ensure compliance with governing laws, ordinances, rules, and regulations.

B. Termination or Abandonment of Agreement. Upon any termination of this Agreement, all Facilities installed or used by Franchisee must be removed by Franchisee at Franchisee's expense within one hundred eighty (180) days after such termination, and the property upon which the Facilities were used restored by Franchisee to the condition it was in before immediately prior to installation, reasonable wear and tear excepted. In the alternative, City and Franchisee may mutually agree to abandon some or all of the Facilities in place

C. Co-location. Franchisee must offer the City the opportunity to co-locate City conduit and lines in trenches dug by Franchisee in City rights-of-way and may charge City only any incremental additional costs incurred in making the trenches available for City use.

Section 9. Franchise Fee.

A. Franchisee shall pay an annual fee equal to $1.83 per lineal foot of line within the City. The fee shall be paid in advance for the coming year and is due and payable on March 1st of each year or within 30 days of signing this agreement. The franchise fee shall be increased annually by a percentage equal to the change in the Consumer Price Index (CPI) for Oregon for the prior year, unadjusted for seasonal variations as determined by the Bureau of Labor Statistics of the Department of Labor and as published in the Bureau of Labor Statistics' Detailed Report during the time period immediately prior to the due date of the franchise fee payment. After 10 years, the City may request, and the parties shall renegotiate the franchise fee. The annual franchise fee collectable from franchisee shall not exceed the maximum amount under Oregon Law. The City shall accept from a telecommunications utility, in full payment of the franchise fee, the maximum amount allowed under Oregon law. On request, Franchisee must provide documentation to support its calculation.

B. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise agreement.

C. Except to the extent prohibited by Federal or State law, the Franchise Fee is in addition to any permit fee required to comply with Section 3.

Section 10. Franchisee Records and Reports.

A. Franchisee shall keep accurate books of financial accounts throughout the term of this Franchise Agreement and for six years after the expiration or termination of this Agreement. Franchisee shall make available all books and records directly concerning its Gross Revenues within the City limits and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon 30 days' written notice, during normal working hours. City may require periodic reports from Franchisee relating to its operation within City.

B. City shall have the right during the term of this Franchise Agreement or within 180 days after expiration or termination of the franchise to audit Franchisee's records for the period of three years prior to the audit. If the audit reveals underpayment of 3% or more, the City may expand the audit to cover up to 6 years. The audits shall be undertaken by a qualified person or entity selected by City. The cost of the audit shall be borne by City, unless the results of the audit reveal an underpayment of more than 3% of the franchise fee for the period audited. In the case of underpayment of 3% or more, the full cost of the audit shall be paid by Franchisee. Franchisee shall immediately pay the amount of the underpayment as determined by the audit to City together with 9% annual interest from the date the payment should have been made to the date the payment is actually made.

C. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this Franchise Agreement is at issue.

Section 11. Permit and Inspection Fees.

Nothing in this Agreement may be construed to limit the right of City to require Franchisee to pay actual and reasonable costs incurred by City in connection with the issuance of a license or permit, making an inspection, or performing any other service for or in connection with Franchisee or its Facilities, whether pursuant to this Agreement or any ordinance or regulation, subject to any limitation imposed by Federal or state law.

Section 12. Enforcement and Termination of Agreement for Violation.

A. Default. Time of payment and performance are of the essence in the Agreement. The following are events of default:

   a. Default in Payment. The failure of Franchisee to pay City when due any amounts required by the Agreement pursuant to Section 9 and such failure continues for a period of 15 days after the postmark date of Licensee's notice of its failure to pay.

   b. Default in Other Covenants. The failure of Franchisee to perform any of the covenants and conditions required by this Agreement to be kept and performed by Franchisee, and such failure continues for a period of 30 days after of notice from City of such failure, or longer than 30 days if the nature of the cure requires a longer period of time and the cure was commenced within the 30-day period. Upon the occurrence of an event of default, Franchisee must pay to City the sum of $200 per day for each day the default continues along with any additional damages suffered by City as a result of Franchisee's default.

B. The City may terminate this Agreement for defaults that are not cured within the time allowed by providing 30 days' notice to Franchisee of its intent to terminate. Franchisee may avoid termination by completely curing the default(s), including payment of the penalty required by Subsection A.2 of this section, unless the notice of termination is the third notice of termination within a 12-month period. Franchisee may challenge a notice of termination by providing a written protest to the City Manager within 15 business days after the postmark date of Franchisee notice of termination. The City Manager, on receipt of the protest shall either grant the protest, in which case the Agreement will remain in place, or refer the matter to the City Council for a decision. The termination will not become final until after the decision by the City Manager or City Council.

Section 13. Remedies not Exclusive; Waiver.

All remedies granted the City under this Agreement are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this Agreement are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this Agreement may not be construed as a waiver of a breach of any other term, condition or obligation of this Agreement.

Section 14. Franchise Term.

This Franchise is granted for a term of five years beginning the Effective Date ("Initial Term) and will automatically renew for two successive terms of five years each (each a "Renewal Term") unless notice of termination is provided. Franchisee and City may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing notice of termination at least 60 days prior to the end of the Initial Term or relevant Renewal Term. If notice of termination is provided, the parties may elect to negotiate a new franchise agreement in lieu of termination. In the event the City adopts code provisions, regulations or standards and specifications applicable to this Franchise or if state or federal legislation or regulation affects any provision of this Franchise, the Parties, at the request of either Party, may request renegotiation of the Franchise to reflect the changes in law or regulation.

Section 15. Severability.

If any section, subsection, sentence, clause or portion of this Agreement becomes for any reason invalid, superseded by applicable authority, or if any such portion of this Agreement is rendered unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this Agreement.

Section 16. Notices.

Any notice required or permitted under this Agreement, including Annexation notifications, shall be deemed given when received or when deposited with the United States Postal Service, postage prepaid and sent as registered or certified mail addressed as follows:

TO CITY:

Keith Witcosky
City Manager
City of Redmond
411 SW 9th St
Redmond, OR 97756

TO FRANCHISEE:

Name:	WilTel Communications, LLC
Attn:	ROS/ NIS Manager
Address:	931 14th Street Denver, CO 80202 ______________________________

With a copy to:

WilTel Communications, LLC
Attn: Legal Department
931 14th Street
Denver, CO 80202____

or to such other addresses as may be specified from time to time by either party in writing.

The primary contact regarding administration of this Franchise for the City is:

Position:	Billing and Collections Manager
Name:	Valerie Taylor
Email:	valerie.taylor@redmondoregon.gov
Phone:	541.923.7732

and for Franchisee is:

Position:	Contract Manager II
Name:	Alexis Cutler
Email:	alexis.cutler@lumen.com
Phone:	805-719-6882

The primary contacts may be changed at any time by a written communication, including email, without the need for formal notice.

Section 17. Interpretation/Jurisdiction.

Interpretation of the Agreement shall be governed by laws of the State of Oregon and any legal action relating to this Agreement must be brought in the state or federal courts located in Deschutes County.

Section 18. Change of Law.

If any federal or state laws or regulations or any binding judicial interpretations thereof that govern any aspect of the rights or obligations of one or more parties under this Agreement shall change after full execution, and such change makes any aspect of such rights or obligations inconsistent with the then-effective federal or state laws, regulations or binding judicial interpretations, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

IN WITNESS WHEREOF, the parties duly execute and agree to be bound by this Agreement as of the Effective Date by the signatures of their authorized representatives below, or the effective date of the implementing ordinance, whichever is later.

City of Redmond	WilTel Communications, LLC
______________________________	______________________________
Ed Fitch, Mayor	Authorized Representative
______________________________	______________________________
Printed Name	Printed Name
______________________________	______________________________
Date	Date

ATTEST:

____

Kelly Morse, City Recorder

CITY OF REDMOND

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

STAFF REPORT

DATE: August 26, 2025
TO: City Council
THROUGH: Keith Witcosky, City Manager
Jason Neff, Deputy City Manager/Chief Financial Officer
Jessica MacClanahan, Public Works Director/City Engineer
FROM: Lindsey Cromsigt, Assistant City Engineer
SUBJECT: Central Dry Canyon Project (PK2102) Contract Amendment for Change Order #1 with Keeton King Contracting, LLC for $175,418.60.

Report in Brief:
This item requests the City Council authorize a contract amendment for a change order with Keeton King Contracting, LLC in the amount of $175,418.60.

Background:
On March 25, 2025, Council awarded a contract (2025-25) to Keeton King, LLC in the amount of $3,995,188.96 for construction of the Central Dry Canyon Project. The project scope includes accessibility, park, and water improvements to SW 15th Street, Cascade Avenue, Spud Bowl, Hope Playground, Sam Johnson Park, and Rimrock Way.

Construction began in April 2025 and is anticipated to be complete by June 30, 2026.

Discussion:
Per City policy, change orders that exceed $100,000 (City Manager signing limit) or are greater than 10% of the original contract require Council approval. Said request of $175,418.60 is more than $100,000, but less than 10% of the original construction contract.

This Change Order adds new scope to the project to reconstruct the pavement section on Cascade Avenue. During excavation for the new water line in Cascade Avenue, the existing pavement thickness was determined to be insufficient and needs to be replaced. The most efficient use of City resources is to restore the pavement now while construction is in progress, rather than shift the work to the next street preservation project.

Additionally, several original bid quantities are being reduced due to field optimizations while installing sidewalk and water facilities in the park.

If approved, this Change Order will increase the total contract price to $4,170,607.56 (4.3% increase).

Fiscal Impact:
This project is included in the City's 5-Year Capital Improvement Program for a total of $6.7 million, including $5.3 million in Parks System Development Charges (SDCs), $1 million in Water Infrastructure Maintenance funds, and $400,000 in Water SDCs.

Change Order #1 in the amount of $175,418.60 will be funded as follows:

- Transportation Capital Projects: $162,621.64
- Wastewater Capital Projects: $12,796.96

Unappropriated project reserves are available within the Transportation and Wastewater Funds to cover these costs and a budget adjustment will likely be necessary (future council meeting) to add these project costs to the Fiscal Year 2025/2026 budget.

Alternative Courses of Action:

1. Authorize the City Manager to sign Change Order #1.
2. Reject Change Order #1.
3. Request additional information.

Recommendation / Suggested Motion:
“I move to approve Change Order #1 to Contract #2025-25 (PK2102) with Keeton King Contracting, LLC, in the amount of $175,418.60 and authorize the City Manager to sign the change order."

CENTRAL DRY CANYON CONTRACT CHANGE ORDER: WITH KEETON KING, LLC: $175,418.60

REDMOND CITY COUNCIL
AUGUST 26, 2025

BACKGROUND

2022 - 2023	2024	JAN - MARCH 2025	MAY 2025 - JUNE 2026
CONCEPTUAL PLANNING & OUTREACH	DESIGN	PROCUREMENT	CONSTRUCTION

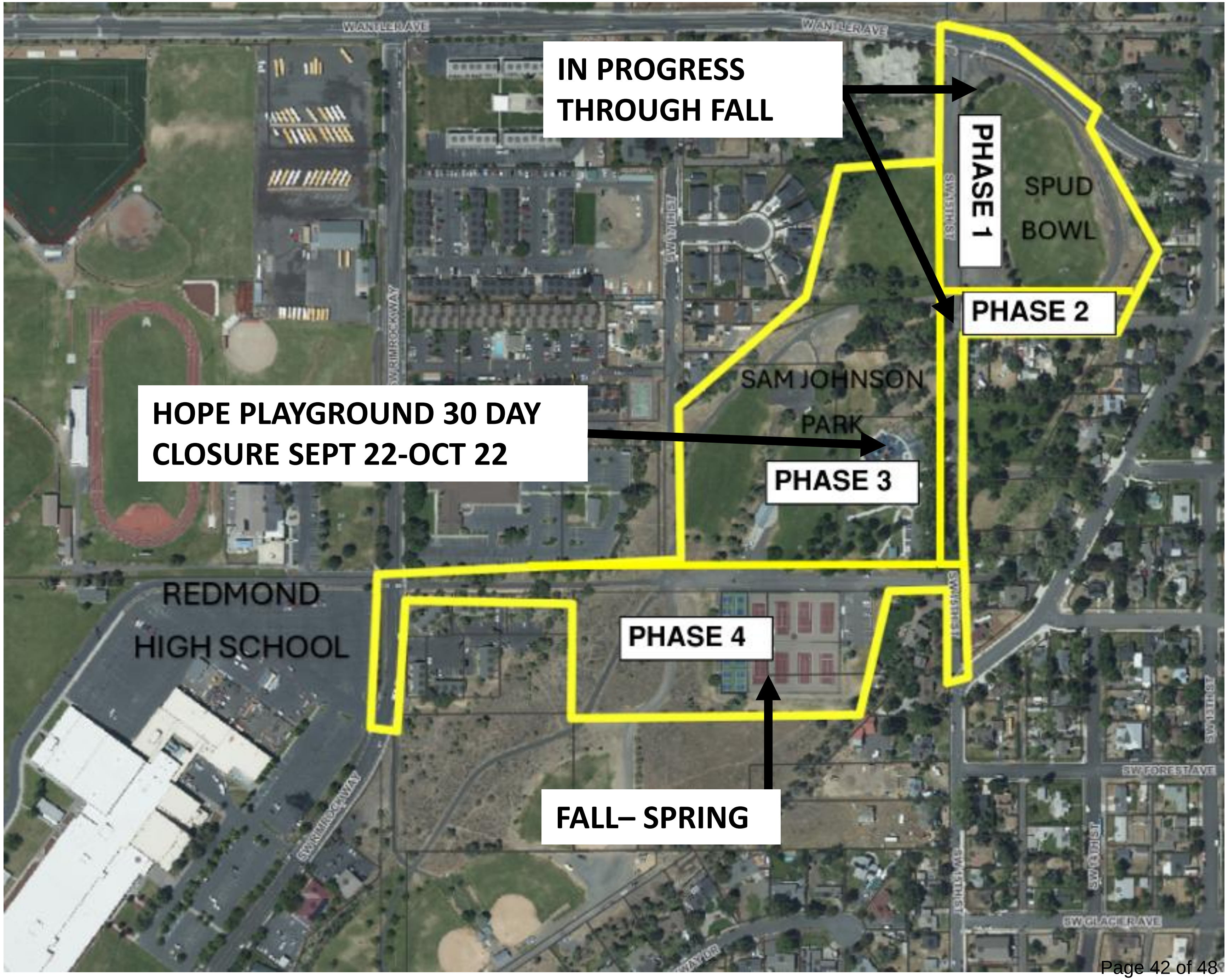
PROJECT SCHEDULE

CENTRAL DRY CANYON PARK

PROJECT SCOPE

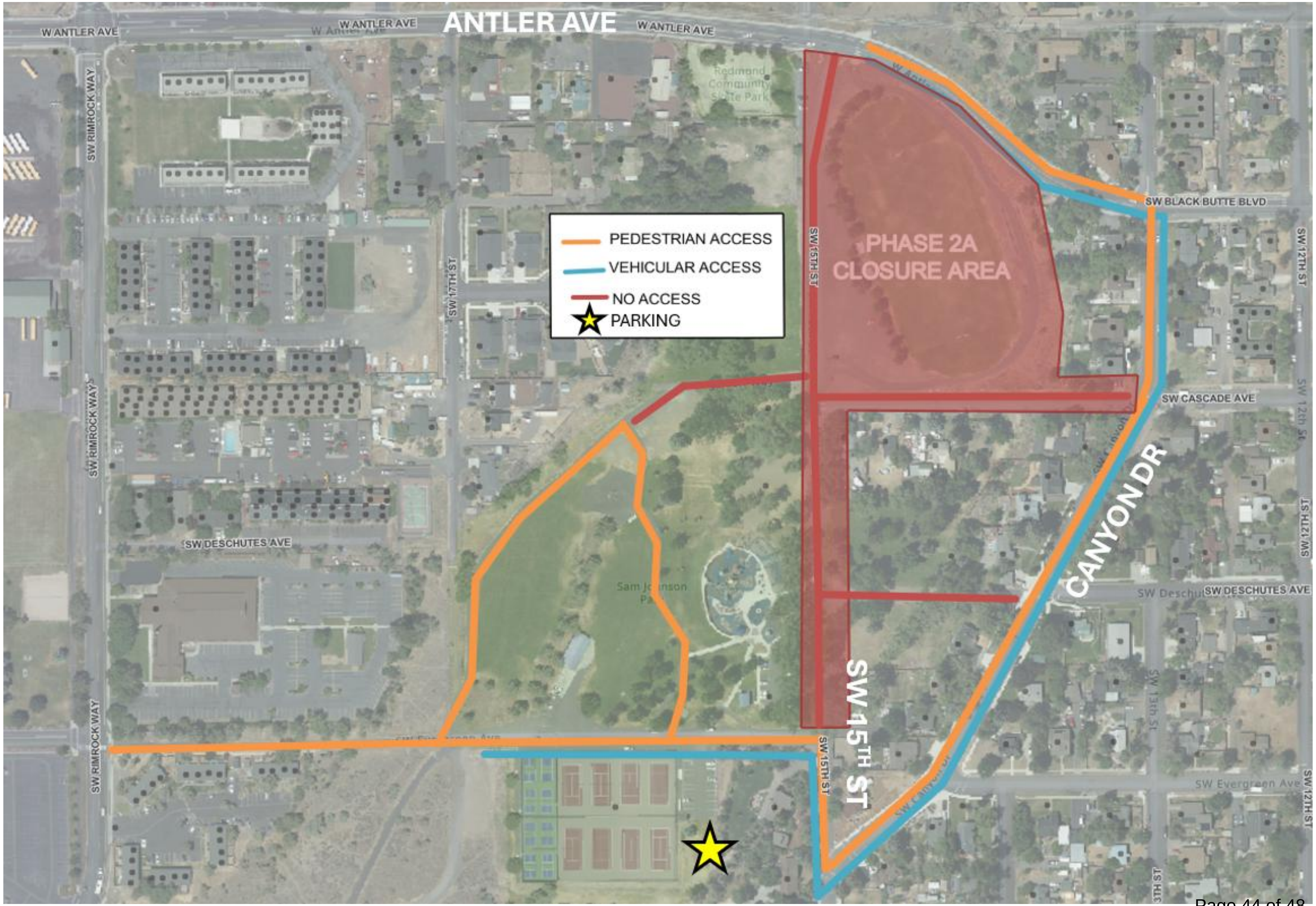
- Park reconfiguration to provide better vehicle and pedestrian flow and create a comprehensive park feel from the Sam Johnson Playground, tennis courts, and pickleball courts to the Dog Park
- New fall surface, pavement, trails, parking, and landscape areas
- New 8- and 12-inch diameter waterline

PHASES


W ANTLER AVE
IN PROGRESS
THROUGH FALL
PHASE 1
SPUD
BOWL
PHASE 2
SAM JOHNSON
PARK
HOPE PLAYGROUND 30 DAY
CLOSURE SEPT 22-OCT 22
PHASE 3
REDMOND
HIGH SCHOOL
PHASE 4
FALL– SPRING
SW FOREST AVE
SW GLACIER AVE

PROGRESS

ACCESS



SLIDE / 6

CHANGE ORDER #1

Contract Items	Amounts
Original Contract	$3,995,188.96
Change Order #1	$175,418.60
Transportation Capital Projects	$162,621.64
Wastewater Capital Projects	$12,796.96
New Contract Total	$4,170,607.56

QUESTIONS?

CITY OF REDMOND

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

STAFF REPORT

DATE: August 26, 2025
TO: City Council
THROUGH: Keith Witcosky, City Manager
Jason Neff, Deputy City Manager/Chief Financial Officer
FROM: Zachary Bass, Airport Director
SUBJECT: Procurements for Guaranteed Maximum Price Amendment #04 for the Airport Terminal Building Expansion Project in the Amount of $16,462,173

Report in Brief:
This item requests the City Council (Council) approve a Guaranteed Maximum Price (GMP) Amendment #04 for the Airport Terminal Building Expansion Project, in the amount of $16,462,173.

Background:
As Central Oregon rapidly increases in population, so too has the passenger counts at Redmond Municipal Airport (Airport). Over the past ten years, passenger traffic has increased from 500,000 to 1.2 million, with the forecast for it to reach 1.7 million by 2036.

The current commercial airline terminal building does not adequately accommodate this increased activity. For the past several years, the Airport has planned a $180 million expansion project that will nearly double the size of the terminal. This will lead to increased capacity for passenger flow, improved safety, and create new, local business opportunities within the terminal concourse.

In May 2024, Council approved GMP Amendment #01, also known as Bid Package #01, for the early procurement of equipment necessary to support the project. GMP Amendment #01 was made up of site electrical conduit installation, passenger boarding bridges, elevators and escalators, and outbound baggage makeup units. Executed in June 2024, GMP Amendment #01 had a released value of $10,960,965.

In February 2025, Council approved GMP Amendment #02, for the Mechanical, Electrical, and Plumbing (MEP) trade partner procurement, construction enabling work, project logistics, temporary facilities, and cleaning, and alternates for the passenger boarding bridges. Executed in March 2025, GMP Amendment #02 had a released value of $17,545,212.

In May 2025, Council approved GMP Amendment #03, for the site, demolition, foundations, structure, exterior enclosure, and MEP work done for the Terminal Building Expansion. Executed in June 2025, GMP Amendment #03 had a released value of $98,059,847.

Discussion:
Through the Construction Manager/General Contractor (CMGC) alternative delivery process of design and construction of the Terminal Building Expansion, construction normally begins once there is a final, agreed upon GMP. Amendment #04 is the final amendment in determining the GMP with the project's CMGC, Skanska.

The fourth amendment, known as GMP Amendment #04, is composed of interior construction, interior finishes, and furniture for the Terminal Expansion Project.

The Airport requests the amount of $16,462,173 for GMP Amendment #04. This amendment aligns with the Airport's $180 million project cost estimate from available funding.

Fiscal Impact:
For GMP Amendment #04, the fiscal impact will be in the amount $16,462,173, based on bids for each work category. These resources are available and within the $180 million project budget. The procurement is to be made through Redmond City Code Section 2.406 & ORS 279C.335.

Terminal Expansion Project Amendments:	
Preconstruction Agreement	$ 647,603
GMP Amendment #01	$ 10,960,965
GMP Amendment #02	$ 17,545,212
GMP Amendment #03	$ 98,059,847
GMP Amendment #04	$ 16,462,173
Total Terminal Expansion Project Amendments	***$ 143,675,800***

Alternative Courses of Action:

1. Approve recommended GMP Amendment #04, in the amount of $16,462,173
2. Do not approve recommended GMP Amendment #04, in the amount of $16,462,173
3. Take no action and request more information.

Recommendation / Suggested Motion:
"I move to approve the Guaranteed Maximum Price Amendment #04 for the Terminal Building Expansion Project, in the amount of $16,462,173."