CITY OF REDMOND

CITY HALL
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REDMOND, OR 97756
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info@redmondoregon.gov
redmondoregon.gov

CITY COUNCIL

September 22, 2020
Virtual Meeting Viewable at www.redmondoregon.gov/CityCouncilLive

COUNCIL MEMBERS

George Endicott
Mayor

Jay Patrick
Council President

Jon Bullock
Councilor

Albert Calderon
Councilor

Krisanna Clark-Endicott
Councilor

Camden King
Councilor

Ginny McPherson
Councilor

SEPTEMBER 22, 2020 — REGULAR MEETING AGENDA — 6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Pastor John McKay, Grace Bible Church

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS FROM CITIZENS AT THE MEETING

A. Communications to Council

V. CONSENT AGENDA

A. Minutes of September 24, 2019, Joint Meeting with Urban Area Planning Commission

B. Minutes of November 26, 2019, Council Meeting

C. Minutes of January 7, 2020, Council Workshop

D. Minutes of January 14, 2020, Council Meeting

E. Central Oregon Health Council Naloxone Grant Acceptance

F. Convention Visitors Bureau Tourism Annual Contract: Not to Exceed $303,624

G. Redmond Economic Development, Inc. Contract: $128,000

VI. PRESENTATIONS

A. Current Events

B. Employee Spotlight

VII. PROCLAMATIONS

A. Welcoming City

B. National Manufacturing Day

VIII. ORDINANCES

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

A. Ord. #2020-14 - An ordinance granting a nonexclusive telecommunication franchise to United States Cellular Operating Company of Medford.

IX. ACTION ITEMS

A. Res. #2020-18 - A resolution amending certain policies for the Desert Rise Industrial Park.

X. MAYOR'S COMMENTS

A. Comments from Mayor Endicott

XI. COUNCIL COMMENTS

XII. CITY MANAGER COMMENTS

XIII. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

XIV. 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

USS Oregon (SSN 793)
Commissioning Committee
Portland Council Navy League of the United States
P.O. Box 2985
Portland, OR 97208

SHIP SPONSOR

Ms. Dana Richardson

HONORARY BOARD

Senator Jeff Merkley

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Jay Perry-Marketing

Dave Vrooman-Operations

Bill Long-Invitations

Sept. 5, 2020

Mayor and Council
City of Redmond
411 SW 9th Street
Redmond, OR 97756

Dear Mayor and Councilors:

In the summer of 2021, the U.S. Navy will commission the USS Oregon (SSN 793), the twentieth submarine of the Virginia-Class and the second ship ever named for the State of Oregon. The Christening Ceremony was at General Dynamics Electric Boat in Groton, CT on the 5th of October 2019. This is a great honor for our state and acknowledges our contribution to the nation's defense. We, the Committee, seek your support in honoring the crew and celebrating our ship's entry into the fleet to deliver advanced capabilities for undersea supremacy.

The U.S. Navy conducts a formal commissioning ceremony but is prohibited from funding all the traditional celebrations and customs that welcome a new ship into the fleet. These are activities which help connect the ship and crew with its namesake state. Therefore, our Committee, supported by the Navy League of the United States Portland Council, a 501(c)(3) organization, accepted responsibility to fund and host these memorable events for the ship, her crew, our State, and citizens. Our goal is to raise $200,000 to fully support events and bring this great ship into the fleet.

As city leaders, we appeal for your help in creating an unforgettable experience for those who serve aboard the USS Oregon, as well as their families and our citizens. Your participation in these events will honor the ship, her Officers and crew, and help us establish a lifetime relationship between USS Oregon sailors and the citizens of the State of Oregon. Please consider joining us in supporting superior commissioning events that celebrate the ship, perpetuate the memory of her illustrious predecessor, and commend our great State.

Your contribution to this worthy effort may be sent to:

Portland Council NLUS
P.O. Box 2985
Portland, OR 97208
Memo: USS Oregon Commissioning

Visit our website for further information: www.ussoregonssn793.org

Sincerely,

John H. Atkins, Jr.

John H. Atkins, Jr.
Member, Commissioning Committee
j3atkins@frontier.com
503-686-1788

DRAFT

SPECIAL JOINT MEETING OF THE REDMOND CITY COUNCIL AND REDMOND URBAN AREA PLANNING COMMISSION WAS HELD SEPTEMBER 24, 2019, IN CIVIC ROOM 208 AT CITY HALL.

COUNCIL MEMBERS PRESENT: **Jon Bullock – Krisanna Clark-Endicott – George Endicott – Camden King – Ginny McPherson – Jay Patrick**

COUNCIL MEMBERS EXCUSED: **Joe Centanni**

COMMISSIONERS PRESENT: **Heather DeWolf – Chair Teri Jansen – Michael Kusinska – Nelson Rivers – Cat Zwicker**

COMMISSIONERS EXCUSED: **David Allen**

STAFF PRESENT: **City Manager Keith Witcosky – Deputy City Manager John Roberts – Airport Business Manager Zachary Bass – Police Chief Dave Tarbet – Public Works Director Bill Duerden – City Engineer Mike Caccavano – City Recorder Kelly Morse – Human Resources Director Keith Leitz – IT Manger Sheri Cleveland – Chief Financial Officer Jason Neff – Director of Accounting and Financial Reporting Brooks Slyter – Planning Manager Deborah McMahon – Senior Planner Scott Woodford**

MEDIA PRESENT: **Jackson Hogan, Bend Bulletin**

Mayor Endicott and Chair Jansen called the meeting to order at 6:00 p.m. A quorum was established.

PUBLIC HEARINGS

A. Ord. #2019-14 – An ordinance approving an amendment to the Redmond Transportation System Plan to incorporate the US 97 Facility Plan (South Redmond Corridor Project) into the Redmond Transportation System Plan. (Exhibit 1)

Mayor Endicott read the statement of land use procedure. Mayor Endicott stated he was a member of the South Highway 97 Steering Committee and has already viewed the presentation; however, it will not bias his opinion. There was no additional pre-hearing, ex-parte comments, or conflicts of interest were declared. There were no challenges from the public.

Mayor Endicott opened the public hearing.

City Manager Keith Witcosky explained that the US 97 Facility Plan is an extremely important project for Redmond and the region because it will improve safety and increase freight mobility and economic viability along the corridor.

Senior Planner Scott Woodford provided the Council and Commission with a presentation detailing the background and public process to date. After completion of Phase 1 of the US 97 Reroute in 2007, funding was unavailable for Phase 2, so the current alignment of South US 97 would need to remain as is until funding became available. In 2013, a Project Advisory Committee (PAC) was created to determine which elements of the Corridor Plan could be agreed upon. The PAC had numerous strategic discussions on urban design but was at an impasse on how to address the highway. In response, a design charette was held with architects, designers, transportation planners, and stakeholders to discuss concerns, needs, goals, and vision. The Council and Oregon Department of Transportation (ODOT) adopted a joint resolution to reiterate the partnership and goals for the corridor and acknowledge remaining Reroute design funds. In early 2018, the Stakeholder Advisory Committee (SAC), Steering Committee and Technical Advisory Committee met several times over two years to review the different design concepts. Public outreach was a large component of the project and included a dedicated webpage with up-to-date information and concepts that provided a mechanism for public comments, direct mailers to business and property owners, a community open house, opportunities for business and property owners to meet one-on-one with staff, sessions held at various locations along the corridor, and individual site visits by the consultant. After analyzing the five concepts against the evaluation criteria, the SAC and Steering Committee recommended one for approval.

Transportation Planning Consultant Andy Johnson presented the recommended concept and addressed questions from the Council and Commission on right-of-way, traffic signal effect on travel time, signal cycle times, safety counter measures, and favorability of a median.

ODOT's Rick Williams stated this is the beginning of the process and the goal is that the Plan get funded and implemented and not sit on a shelf. With the estimated populations over the next 20 years, ODOT is confident this concept will ultimately be successful. ODOT Region 4 Manager Gary Farnsworth explained that restricting access is not a solution ODOT pursues; but they are interested in developing creative ways to solve problems such as how to maintain access and keep traffic flowing smoothly and safely on a US route while keeping business viable. In the meantime, ODOT is confident with the choices to manage change on the existing corridor into the foreseeable future. In addition to answering questions regarding solutions that result in safe, viable access for businesses and property owners, Mr. Farnsworth stated ODOT is committed to implementation and obtaining funding.

On behalf of her client who owns property at three locations along the corridor, Attorney Liz Dickson stated he has the following concerns:

1. The proposed median and the unconstitutional taking of a 30-foot strip of his property behind his businesses
2. Harm to Dairy Queen and Cascade Plaza properties
3. Odem Medo intersection harm
4. Proposed alley is anti-competitive, preferring McDonald's over Dairy Queen
5. Increased lighted intersection crash rates
6. Statewide vehicle miles traveled goal not met by the Plan.

Redmond Economic Development, Inc. Manager Jon Stark also commented on the process that took place adding that it was one of the best planning processes he has been involved in during his career. He saw his role as a protector of freight mobility, particularly for the traded sector already in Redmond and as a continued asset to compete for economic development project in the state.

Mr. Farnsworth provided a rebuttal and will continue to engage and stay within the law, so everyone is treated fairly and equitably. Regarding Ms. Dickson's letter, Mr. Farnsworth is confident they can address Joe Bessman's questions and concerns. Mr. Farnsworth explained why raised medians have such an impact on safety and directed the Council and Commission to Mr. Bessman's comments on the first page (paragraph three) and on the last page (design consideration engagement).

Mr. Williams stated it's difficult to see the public alleyway running from McDonald's south to Miller Lumber and City width standards will be followed.

In response to a question from a citizen, City Engineer Mike Caccavano explained the idea is to have US 97 and Canal Boulevard work in parallel with each other.

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

Mayor Endicott clarified this is a concept document which will continue to be refined. Comments will be taken into consideration during refinement and prior to final design documents.

Councilor Patrick stated that the Canal Boulevard and Highland/Glacier Couplet projects were very difficult during construction, but solved problems once they were finished.

Commissioner Zwicker moved, seconded by Commissioner Kusinska, to recommend the approval of the Amendment to the City of Redmond Transportation System Plan to incorporate the US 97

Facility Plan (South Redmond Corridor Project), motion passed. (Allen-absent, DeWolf-yes, Jansen-yes, Kusinska-yes, Rivers-yes, Zwicker-yes)

Councilor McPherson moved, seconded by Councilor King, to have a first and second reading of Ord. #2019-14 by title only, motion passed. (Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

City Attorney Steve Bryant read the first and second reading of Ord. #2019-14 by title only.

Councilor McPherson moved, seconded by Councilor King, to approve Ord. #2019-14, motion passed. (ROLL CALL: Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

There being no further business the workshop was adjourned at 7:43 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 22nd day of September 2020.

____
George Endicott, Mayor

ATTEST:

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Kelly Morse, City Recorder

DRAFT

REGULAR CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD NOVEMBER 26, 2019, IN THE CITY COUNCIL CHAMBERS.

COUNCIL MEMBERS PRESENT: Jon Bullock – Joe Centanni – Krisanna Clark-Endicott – George Endicott – Ginny McPherson – Jay Patrick

COUNCIL MEMBERS EXCUSED: Camden King

STAFF PRESENT: City Manager Keith Witcosky – City Attorney Steve Bryant – Police Captain Devin Lewis – Public Works Director Bill Duerden – City Engineer Mike Caccavano – City Recorder Kelly Morse – Deputy City Manager John Roberts – IT Manager Sheri Cleveland – Accounting and Financial Reporting Director Brooks Slyter – Airport Director Zachary Bass – Human Resources Director Keith Leitz – Senior Planner Scott Woodford – Planning Manager Deborah McMahon

MEDIA PRESENT: None

Mayor Endicott called the meeting to order at 6:00 p.m. A quorum was established.

BLESSING

Pastor Dave Thompson from Redmond Church of God led the blessing.

PLEDGE OF ALLEGIANCE

Councilor McPherson led the Pledge of Allegiance.

COMMENTS FROM CITIZENS AT THE MEETING

Redmond resident Ed Fitch updated the Council on the status of Redmond's representation on the St Charles Medical Center Board of Directors.

Redmond resident Judy Fessler addressed the Council regarding the 2040 Comprehensive Plan and plans for the old Safeway building (former City Hall site). She would like to see a committee or commission formed to work on the ideas.

CONSENT AGENDA

A. Minutes of March 19, 2019 Special Council workshop (Exhibit 1)
B. Minutes of March 26, 2019 Council Meeting (Exhibit 2)
C. Minutes of April 16, 2019, Special Council Meeting (Exhibit 3)
D. Minutes of May 7, 2019, Special Council Meeting (Exhibit 4)
E. Minutes of July 9, 2019, Council Meeting (Exhibit 5)
F. Minutes of October 22, 2019, Council Meeting (Exhibit 6)
G. Minutes of October 29, 2019, Special Council Meeting (Exhibit 7)
H. Seat Belt Enforcement Grant Acceptance (Exhibit 8)
I. Speed Enforcement Grant Acceptance (Exhibit 9)

Councilor Clark-Endicott moved, seconded by Councilor Centanni, to approve the Consent, motion passed. (Bullock-yes, Centanni-yes, Clark-Endicott-yes, Endicott-yes, King-absent, McPherson-yes, Patrick-yes)

PRESENTATIONS

A. Employee Spotlight

The Employee Spotlight was postponed to the December 10, 2019, Council meeting.

B. Redmond Historic Landmarks Commission Annual Update

Senior Planner Scott Woodford updated Council on activities of the Commission. Highlights of his presentation included a review of the Commission's purpose, members, 2019/2020 work plan, and accomplishments which include:

- Changes to historic buildings
- Heritage Walk
- Historic window restoration workshop
- Museum Strategic Plan
- Preserving Oral Histories
- Participate in National Preservation Month
- Attend Oregon Heritage Conference
- Presentation & Conferences
- Code Update
- Advised on historic structures
- Administered grant

C. Housing Trends

The presentation was postponed to the December 10, 2019, Council meeting.

D. Legislative and Policy Update – House Bill 2001 (Exhibit 10)

Deputy City Manager John Roberts updated Council on the effects of House Bill (HB) 2001 on the Redmond Development code. The legislation requires communities with more than 25,000 people allow "middle housing" (duplexes, triplexes, quadplexes, townhouses and cottage clusters) in neighborhoods currently zoned for single-family homes. Compliance with HB 2001 includes the Housing Needs Analysis, Comprehensive Plan 2040 Update, and Code amendments. Mr. Roberts opined Redmond is approximately 80 percent compliant.

ORDINANCES
A. Ord. #2019-17 – an ordinance of the City of Redmond amending Section 5.305 of the Redmond City Code concerning fireworks and civil infraction for use and/or possession of fireworks within the City. (Exhibit 11)

Police Captain Devin Lewis requested Council approve changes to City Code concerning the use of illegal fireworks. The amendments would take a fireworks violation from a Class C civil infraction with a fine of $100 to a Class A civil infraction with a maximum fine of $500, add possession as well as use, and would include treating subsequent violations as misdemeanors. The Redmond Police Department averages 136 fireworks-related calls for service each year. By increasing the fine to a Class A civil infraction, Captain Lewis hopes it will serve as a deterrent.

Councilor McPherson moved, seconded by Councilor Centanni, to have a first and second reading of Ord. #2019-17 by title only, motion passed. (Bullock-yes, Centanni-yes, Clark-Endicott-yes, Endicott-yes, King-absent, McPherson-yes, Patrick-yes)

City Attorney Steve Bryant read the first and second reading of Ord. #2019-17 by title only.

Councilor McPherson moved, seconded by Councilor Centanni, to approve Ord. #2019-17, motion passed. (ROLL CALL: Bullock-yes, Centanni-yes, Clark-Endicott-yes, Endicott-yes, King-absent, McPherson-yes, Patrick-yes)

ACTION ITEMS
A. Determination of Jurisdictional Defect for Obsidian Heights Appeal (Exhibit 12)

Planning Manager Deborah McMahon requested Council determine whether the failure to receive the appeal fee of $4, 211.08 is a jurisdictional defect for an appeal of the Obsidian Heights development. Redmond Development Code requires the appellant in a land use action submit a complete notice of appeal and payment of all fees before the appeal can be accepted for processing. If it is determined that failure to pay the appeal fee is a jurisdictional defect, the Urban Area Planning Commission's (UAPC) decision would be the City's final decision in the matter.

In response to questions from Councilor Bullock, Ms. McMahon reviewed the various fees associated with appeals. Ms. McMahon clarified that tonight's decision is to solely determine whether there is a jurisdictional defect and no discussion on the merits of the case should be discussed.

Appellant Lisa Andrach noted that the Lynch Elementary Parent-Teacher Organization support the appeal at the UAPC meeting. Her main concern is the developer's lack of desire to construct sidewalks along the 192-unit complex located in the vicinity of Lynch Elementary and across the street from Obsidian Middle School. The proposed development would generate over 1,240 vehicle trips each day. Ms. Andrach opined this is a safety concern for parents, students, teachers and nearby residents and the burden of the appeal fee should not rest solely on her as a single parent. She believes this issue warrants a waiver of the fee.

City Attorney Steve Bryant explained the Council's options and what facts they can discuss.

Ms. McMahon explained the UAPC held two public hearings on the development. In response to questions from Councilor Bullock, Councilor Patrick explained that the appeal fee on commercial developments is high which ultimately becomes a deterrent since not many citizens would be in a position to put up the funding and risk losing their appeal. Mayor Endicott explained the theory behind the fees and while they appear high, they are a reasonable reflection of staff resources involved. Human Resources Director Keith Leitz explained that the defect must be addressed first before discussion can take place on the amount of the appeal fee. He added that while the City Code does not specifically lay out a process for requesting a waiver, one must be requested prior to the appeal deadline which was not the case with Ms. Andrach's appeal. Ms. McMahon addressed Mr. Bullock's questions on avenues whereby the community's concerns could be heard regarding issues on appeal adding that notice of the public hearings were published and the public did comment and interact with the UAPC. Ms. Andrach stated her waiver request was submitted prior to the deadline along with the appeal application. Mr. Leitz clarified that would need to submit the fee with the application then request a refund since no actual waiver capability in the City Code. Councilor Clark-Endicott expressed concern with following processes and feels it is important to take into account any complaints, but also the developer who has spent hundreds of thousands of dollars submitting their application for UAPC review through a public process. Councilor Clark-Endicott opined it sets a negative precedence to waive fees in the fee schedule. In response to Councilor Bullock, Ms. McMahon restated the Council's two options and potential outcomes based on each option.

Councilor Clark-Endicott moved, seconded by Councilor Centanni, moved that Appellant's appeal was not properly filed and dismiss the appeal for lack of jurisdiction as the required fee was not paid and therefore is a jurisdictional defect. Planning Commission decision approving Obsidian Heights Apartment Project, File No. 711-19-000133A/711-19-000039SP is the final local decision on the matter, motion passed. (Bullock-yes, Centanni-yes, Clark-Endicott-yes, Endicott-yes, King-absent, McPherson-yes, Patrick-yes)

MAYOR'S COMMENTS

Mayor Endicott wished everyone a Happy Thanksgiving and asked them to be safe. Unless there is a major change in the weather forecast, the Starlight Parade will go on; a final decision will be made on November 27, 2019.

COUNCIL COMMENTS

Councilor Clark-Endicott reported on her attendance at the National League of Cities' Summit. She has been elected Vice Chair of the Transportation Infrastructure Committee and was a guest speaker. Councilor Clark-Endicott thanked Staff for their help on the presentation.

Councilor Patrick wished everyone a Happy Thanksgiving and encouraged everyone to share with their neighbors.

Councilor Centanni wished everyone a Happy Thanksgiving and encouraged everyone to help their neighbors during the snowstorm. Be safe and use caution when driving around town. Shop local as the businesses appreciate your support.

Councilor Bullock thanked staff regarding their work on gathering information on the Obsidian Heights appeal. Councilor Bullock also thanked the Homeless Coalition for their efforts in establishing warming shelters in Bend. The Bend facility is accepting donations. At Councilor Bullock's request, City Manager Keith Witcosky described the format for discussions on housing and homelessness over the next three meetings.

CITY MANAGER COMMENTS

City Manager Keith Witcosky had no comments.

ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

Redmond resident John Fessler asked if there was a way to address the source for purchasing illegal fireworks. Mr. Witcosky explained that local vendors can only sell legal fireworks.

There being no further business, the meeting was adjourned at 7:38 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 22nd day of September 2020.

____

George Endicott, Mayor

ATTEST:

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Kelly Morse, City Recorder

DRAFT

SPECIAL CITY COUNCIL WORKSHOP OF THE CITY OF REDMOND WAS HELD JANUARY 7, 2020, IN THE CITY COUNCIL CHAMBERS.

COUNCIL MEMBERS PRESENT: **Jon Bullock – Joe Centanni – George Endicott – Krisanna Clark-Endicott – Camden King – Ginny McPherson– Jay Patrick**

STAFF PRESENT: **City Manager Keith Witcosky – Airport Director Zachary Bass – Police Chief Dave Tarbet – Public Works Director Bill Duerden – City Engineer Mike Caccavano – City Recorder Kelly Morse – Deputy City Manager John Roberts – IT Manager Sheri Cleveland – Chief Financial Officer Jason Neff – Accounting and Financial Reporting Director Brooks Slyter – Legal and Human Resources Director Keith Leitz**

MEDIA PRESENT: **None**

Mayor Endicott called the workshop to order at 6:00 p.m.

Redmond Internist Dr. David Trethewey addressed the Council regarding System Development Charges (SDC) on a potential parcel he wants to relocate his practice to. Dr. Trethewey was told him the SDC fees would be minimal since a similar use would be occupying the facility; however, the fees were in excess of $8,000. Dr. Trethewey asked the Council to consider waiving the SDC fees. City Manager Keith Witcosky explained the purpose of SDCs and how they are determined while noting the fees are not waivable. Dr. Trethewey stated he does not question the validity of SDCs; however, he made a business decision based on information provided by the City that was incorrect. Dr. Trethewey stated they would have selected a different parcel had they known the fees would be so high.

PANEL DISCUSSION – ECONOMICS AND STRATGIES OF TOURISM

Mr. Witcosky introduced the panel discussion topic and Central Oregon Regional Economist Damon Runberg, Travel Central Oregon Visitors Association Chief Executive Officer (CEO) Julia Theisen, Deschutes County Fair & Expo Center Director Geoff Hinds, Redmond Chamber of Commerce Executive Director Eric Sande, and Visit Bend President and CEO Kevney Dugan.

Mr. Runberg explained that Redmond has started to outpace Bend in terms of growth possibly due to land availability, labor pool, and more affordable housing. The bulk of job growth in Redmond has occurred in construction, manufacturing (wide diversity of product lines), and health care. Redmond's employment growth in the Leisure/Hospitality sector has more than doubled over the last 20 years and represents approximately 15.5 percent share of private employment in Central Oregon. Mr. Runberg views recreation as a traded sector with Central Oregon being our product and tourism being a great tool to show off our community.

Ms. Theisen's presentation addressed how tourism is an economic driver for the state. Currently, travel and tourism is a $12.3 billion industry in Oregon and employs over 115,000 Oregonians. In 2018, Central Oregon had 4.5 million overnight visitors resulting in $875 million in direct spending. County room tax revenues are up 10 percent in 2018 versus 2017. The tourism ecosystem in Oregon is as follows:

Travel Oregon
- Targets one primary demographic, the "active adventurer" defined as a frequent leisure traveler age 25-64 with household income in excess of $100,000.
- Markets internationally and domestically
- Runs year-round campaigns focusing on fall, winter, and spring.

Visit Central Oregon
- Targets working professionals, aspirationalists, adventurers, families, and empty nesters with household income in excess of $100,000.
- Targets markets with non-stop air service including Los Angeles, Phoenix, San Francisco, and Seattle
- Runs year-round campaigns focusing September through May with primary campaign pillars including ski, golf, adventure, and luxury.

DRAFT

Visit Bend

- Targets families with household incomes in excess of $75,000, friends (Adults age 25+ with individual incomes over $30,000 traveling without children, and empty nesters.
- Targets travelers within an 8-hour “tire-radius” which includes Portland, Eugene, Seattle, San Francisco, Sacramento, and Boise.
- Spends approximately 94 percent of marketing funds during non-summer months.

Factors driving tourism to Central Oregon include:

- Ranked by Golf Digest as one of the top 25 golf destinations in the world
- Thirty golf courses within 45 minutes including 3 in Golf Digest’s Top 100
- Mt. Bachelor (largest ski area in the Pacific Northwest and #6 in the US)
- Over $00 million in resort development over the past 10 years (Sunriver, Black Butte Ranch, Brasada Ranch, Eagle Crest Resort, Pronghorn, and Tetherow)
- Thousands own second homes in Central Oregon
- Event/sporting business is a multi-million dollar economic generator as a host site for an array of acclaimed national events (USA Climbing Bouldering Nationals, USA Cycling and Mountain Biking National Championships, USA Ski and Snowboarding Championships, USA Fly Fishing Championships, PRCA National Rodeos, and Culinary/Cultural Festivals)

Ms. Theisen described the Regional Cooperative Tourism Program, its goals, plan highlights, and marketing/performance indicators.

Mr. Hinds spoke to the Deschutes County Fairgrounds and Expo Center (DCFE) as a major destination facility in Central Oregon. The 320-acre facility was designed to accommodate large/multiple events concurrently with parking for more than 4,000 vehicles. There is over 300,000 square feet of indoor event space, has ample infrastructure to host various types of events, and has event production equipment such as stages, crowd control barriers, tables, chairs, etc. The DCFE holds more than 400 events annually resulting in over 769,000 annual visitors and nearly $40 million in economic impact.

Mr. Sande stated the Redmond Convention Visitors Bureau’s 2019 action plan included attracting destination visitors, operating the Redmond Visitor Information Center to provide hospitality and information, take the lead as Redmond’s tourism voice with regional and statewide partners, obtain more data-driven research/measurements/accountability benchmarks to ensure return on investment, and continue program reporting to the Council and key stakeholders. Redmond increased hotel room inventor from 437 in 2000 to approximately 601 in 2020.

The panel answered questions regarding focused group sales and available industry resources.

There being no further business, the workshop was adjourned at 7:39 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 22nd day of September 2020.

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George Endicott, Mayor

ATTEST:

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Kelly Morse, City Recorder

DRAFT

REGULAR CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD JANUARY 14, 2020, IN THE CITY COUNCIL CHAMBERS.

COUNCIL MEMBERS PRESENT: **Jon Bullock – Krisanna Clark-Endicott – George Endicott – Camden King – Ginny McPherson – Jay Patrick**

COUNCIL MEMBERS EXCUSED: **Joe Centanni**

STAFF PRESENT: **City Manager Keith Witcosky – Deputy City Manager John Roberts – City Attorney Keith Leitz – Airport Engineer Fred LeLacheur – Police Chief Dave Tarbet – Public Works Director Bill Duerden – City Engineer Mike Caccavano – City Recorder Kelly Morse –IT Manager Sheri Cleveland – Chief Financial Officer Jason Neff – Accounting and Financial Reporting Director Brooks Slyter – Senior Planner Scott Woodford**

MEDIA PRESENT: **None**

Mayor Endicott called the meeting to order at 6:00 p.m. A quorum was established.

BLESSING

Pastor Mike Ferry from Cornerstone Christian Church offered the blessing.

PLEDGE OF ALLEGIANCE

Councilor King led the Pledge of Allegiance.

COMMENTS FROM CITIZENS AT THE MEETING

Redmond Resident Brian Johnson updated the Council on his cinematic and performing arts production activities.

MINUTES
A. Minutes of the December 17, 2019 Special Council Meeting

Councilor King moved, seconded by Councilor Bullock, to accept the Consent Agenda as presented, motion passed. (Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

PROCLAMATIONS
A. School Choice Week

Councilor McPherson moved, seconded by Councilor Clark-Endicott, to approve the School Choice Week proclamation for January 26-February 1, motion passed. (Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

Mayor Endicott read the proclamation.

PRESENTATIONS
A. Opportunity Foundation Programs

Opportunity Foundation of Central Oregon (OFCO) Executive Director Seth Johnson provided a presentation on OFCO whose mission is *Empowering People of Diverse Abilities*. Mr. Johnson shared his background and what inspired him to serve. OFCO serves individuals with intellectual and developmental disabilities throughout the region. Mr. Johnson shared OFCO's vision, values and history. Alicia Mickleson provided her "why" for working at OFCO and described the various OFCO programs such as thrift stores, 24-hour residential support, behavior consultation, and supported employment. Lydia Hemsley shared details about the Supported Employment Program which supports 90 individuals in their jobs. Mr. Johnson reviewed area business sponsors adding that anyone can empower OFCO by shopping at the thrift stores, donating goods, volunteering, employing or sponsoring. Mayor Endicott toured the OFCO mill and was quite impressed.

B. Annual Audit Report

Auditor Rob Tremper provided the results of the annual audit of City finances. Mr. Tremper noted the City received a clean audit opinion. Areas identified for corrective misstatements were golf course Groupon's and utility billing revenue. Suggested areas for improvement practices occurred with Community Development Block Grant subrecipient agreements and monitoring and updating of program manuals/guides. One deficiency in control was discovered regarding reporting expenditures and completion of quarterly reports. Material weakness was found with recording revenues from Deferred System Development Charges Agreements in the appropriate fiscal year.

i. Res. #2020-01 – A resolution to comply with House Bill 2174 (2015) after receipt of the FY 2018-19 audit report.

Accounting and Financial Reporting Director Brooks Slyter explained the purpose of Res. #2020-01 noting that corrective actions have already taken place to the noted deficiencies and material weakness presented by Mr. Tremper.

Councilor King moved, seconded by Councilor Clark-Endicott, to adopt Res.#2020-01 setting forth corrective measures for deficiencies identified in the City of Redmond Fiscal Year 2019-2019 Audit Report, motion passed. (Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

BID AWARDS / BID REJECTIONS

A. Airport Parking Lot Expansion Project (AP1902)

Airport Engineer Fred LeLacheur requested Council approval of a bid award for the Airport Parking Lot Expansion Project. Thirteen bids were received with James Dean Construction being deemed the lowest responsible bidder with bid of $2,495,653.10. The Engineer's estimate of probable costs is $3,218,205.00. The three-phase project will take approximately 120 days to complete and is necessary to accommodate substantial growth (350+ on-site employees and 150 transient airline employees). Mr. LeLacheur answered questions from the Council.

Councilor Clark-Endicott moved, seconded by Councilor McPherson, to award the contract for construction of the Airport Parking Lot Expansion Project to James Dean Construction in the amount of $2,495,653.10 and authorize the City Manager to sign the contract, motion passed. (Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

PUBLIC HEARING

A. Ord. #2020-01 - An ordinance approving an amendment to reconfigure the Redmond Urban Growth Boundary to remove approximately 156 acres of property from the UGB (exclusion property) and include and equivalent area into the UGB (inclusion property) and an amendment to the Redmond Comprehensive Plan and the Redmond Zoning Map to rezone the inclusion property from Deschutes County Zone EFU-AL (Exclusive Farm Use-Alfalfa Subzone) to City of Redmond zones M-1 (Light Industrial) and M-2 (Heavy Industrial) for property owned by Deschutes County located at 2525 W. Highway 126 (Deschutes County Tax Lot #1513000000103) Redmond, OR 97756.

Mayor Endicott opened the public hearing.

Senior Planner Scott Woodford requested approval of Ord. #2020-01 which amends the Redmond Comprehensive Plan and reconfigures the Redmond Urban Growth Boundary (UGB) with a 156-acre land "swap". The applicant, Deschutes County, has requested to remove 156-acres of "exclusion land" currently located inside city limits and take a separate 156-acre parcel of "inclusion land" located in the UGB and annex it into the City. The land swap is currently undergoing a concurrent process at the County level. The exclusion property consists of 111 acres of M-1 (Light Industrial) and 45 acres of M-2 (Heavy Industrial). The property is undeveloped and has significant limitations on any future development due to lack of sewer and water availability. The inclusion property contains 156-acres currently zoned EFU-AL (Exclusive Farm Use-Alfalfa Subzone). The property is currently undeveloped and unfarmed and would be more readily developable due to utilities and access. Redmond Economic Development, Inc. supports this land swap.

Deschutes County Property Manager James Lewis thanked staff and introduced the various consultants that have worked on the project. The Deschutes County Hearings Officer approved the request.

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

Councilor McPherson moved, seconded by Councilor King, to have a first and second reading of Ord. #2020-01 by title only, motion passed. (Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

City Attorney Keith Leitz read the first and second reading of Ord. #2020-01 by title only.

Councilor McPherson moved, seconded by Councilor King, to approve Ord. #2020-01, motion passed. (ROLL CALL: Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

ACTION ITEMS

A. Enterprise Zone Extended Abatement Agreement with BasX Solutions, LLC

Redmond Economic Development, Inc. Manager Jon Stark described the purpose and requirements for Enterprise Zone Extended Abatement Agreements. Currently at 127 employees, BasX is the fastest growing company in Redmond and one of the fastest in Oregon. BasX requested an extended abatement for a 50,000 square foot expansion of their current 105,000 square foot facility. The total project cost is $6.5 million ($3 million in construction and $3.5 million in equipment). BasX has committed to create 15 new jobs in Redmond by the first year of exemption (approximately 2021). This extended abatement agreement is for one additional year.

Councilor King moved, seconded by Councilor McPherson, to approve the Agreement for Oregon Enterprise Zone Extended Abatement for BasX, motion passed. (Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

B. Enterprise Zone Extended Abatement Agreement with Integrated 3D, LLC

Mr. Stark explained that Integrated 3D, LLC is a manufacturing company from The Dalles that will be relocating into a new facility this spring and anticipates having 15 employees. The number of employees and average wage allows for a potential fourth- and fifth-year exemption. The company uses lasers to heat powder to create metal which is then layered into three dimensional parts.

Councilor King moved, seconded by Councilor Patrick, to approve the Agreement for Oregon Enterprise Zone Extended Abatement for Integrated 3D, LLC, motion passed. (Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

At the request of Mayor Endicott, Mr. Stark explained why these programs are so important to businesses and the community.

C. Addendum #23 to City Contract #2015-39 with Morrison Maierle for Engineering Construction Management Services for the Airport Parking Lot Expansion Project (AP1902)

Mr. LeLacheur requested approval of Addendum #23 to City Contract #2015-39 with Morrison Maierle which authorizes construction management serves for the Airport parking lot expansion project. The maximum amount of the addendum is $147,000.00.

Councilor Clark-Endicott moved, seconded by Councilor Patrick, to authorize the City Manager to execute Addendum #23 to City Contract #2015-39 with Morrison Maierle, Inc. in the maximum amount of $147,000.00, motion passed. (Bullock-yes, Centanni-absent, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-yes)

MAYOR'S COMMENTS

Mayor Endicott recommended the re-appointment of Tim Moor as a Redmond representative to the Airport Committee, term expiring December 31, 2023, motion passed. (Bullock-yes, Centanni-yes Clark-Endicott-yes, Endicott-yes, King-yes, Patrick-yes; McPherson-yes)

Mayor Endicott will be attending a meeting in Salem with Reprehensive Paul Evans regarding Oregon emergency management.

COUNCIL COMMENTS

Councilor Bullock stated he would like an update on the City's intentions of moving forward with a full-time housing coordinator and setting some metrics to measure progress towards meeting the needs of all levels of affordable housing and homelessness. He would also like to see an inventory of affordable lands, with or without infrastructure, that the City owns or has access to and can leverage for creative solutions. Regarding the recent alleged brutal beating of a 70-year old Redmond hotel owner, Councilor Bullock offered his condolences to the victim and her family. He added his hope is the Redmond community will stand together and oppose hate.

Councilor King echoed Councilor Bullocks comments adding he would like to make sure the Council's discussion of diversity takes place as well.

Councilor Patrick announced that the Annual Chamber Awards Banquet is this Friday at Eagle Crest.

Councilor McPherson encouraged drivers to slow down so accidents can be averted and reminded them to obey stop signs and traffic lights.

Councilor Clark-Endicott encouraged sports fans to continue supporting Redmond's high school teams.

CITY MANAGER COMMENTS

City Manager Keith Witcosky requested Council direction to move forward with a full-time Housing Policy position; Council concurred. Mr. Witcosky commented regarding Council's goal setting and follow up from staff on affordable housing and homelessness. Regarding the recent hate crime, Redmond has only had one hate crime (classified as intimidation) since 2012.

At the request of Councilor Patrick, Chief Tarbet shared there was approximately a dozen calls regarding fireworks.

DRAFT

ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

There were no additional comments from citizens at the meeting.

There being no further business, the meeting was adjourned at 8:12 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 22nd day of September 2020.

____
George Endicott, Mayor

ATTEST:

____
Kelly Morse, City Recorder

CITY OF REDMOND

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411 SW 9th STREET
REDMOND, OR 97756
541.923.7710
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info@redmondoregon.gov
redmondoregon.gov

STAFF REPORT

DATE:	September 22, 2020
TO:	Redmond City Council
THROUGH:	Keith Witcosky, City Manager Dave Tarbet, Police Chief
FROM:	Aaron Wells, Lieutenant
SUBJECT:	Central Oregon Health Council Naloxone Grant Acceptance

Addresses Council Goal:
1.A. Sustain Operations: Provide critical and necessary services for the entire city.

Report in Brief:
The Redmond Police Department is requesting City Council accept a grant award from the Central Oregon Health Council to receive 30 doses of Naloxone which is a drug that helps reverse the effects of opioid overdose.

Background:
The Naloxone doses are the result of being awarded a grant from the Central Oregon Health Council and the Pain Standards Task Force to assist local agencies with treatment for patients that have overdosed on opioids. The grant allows the Redmond Police Department to resupply this medication at no cost to the City.

Discussion:
The Redmond Police Department deployed 14 doses of Naloxone in the first half of 2020 that resulted in nine lives being saved.

Fiscal Impact:
There is no cost to the City the for this grant award. The approximate value of thirty does is $1,125.00

Alternative Courses of Action:
1. Accept the grant award
2. Do not accept the grant award
3. Request more information

Recommendation / Suggested Motion:
"I move to accept the Central Oregon Health Council's grant award for thirty doses of Naloxone and authorize the City Manager execute any grant documents."

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STAFF REPORT

DATE: September 22, 2020
TO: Redmond City Council
THROUGH:
FROM: Keith Witcosky, City Manager
SUBJECT: Convention Visitors Bureau Tourism Annual Contract: Not to Exceed $303,624

Addresses Council Goal:
8. Regional Cooperation. Recognize Central Oregon as a whole is stronger than sum of its individual parts and regional relationships are critical in Redmond's planning and decision-making processes.

Report in Brief:
This item requests City Council approve a service contract from July 1, 2020 - June 30, 2021 between the City of Redmond and the Redmond Convention Visitors Bureau (CVB) for investments in Tourism Promotion and Tourism Related Activities in accordance with Oregon Revised Statutes.

Background:
This contract includes an automatic annual renewal clause. However, it is re-approved annually by City Council.

Oregon Revised Statutes (ORS) requires City's to invest a specific percentage of their annual lodging tax collections in tourism and tourism related activities. For FY 2020/2021 this percentage is estimated to be approximately $226,480. Through this action the City will pay the CVB (contractor) on a monthly basis all Transient Lodging Tax (TLT) proceeds collected for tourism-related activities (33 1/3% of the first 7.5% transient lodging tax).

Due to the economic effects of COVID-19, TLT estimates for FY 20-21 dropped significantly from the previous fiscal year.

However, as part of the 2019 budget process, the Budget Committee and City Council expressed an interest in being able to make make annual decisions on the strategic use the growth of the TLT collected by the City for uses that meet the requirements of the ORS. At that time both City Council and Budget Committee stated their focus was on the future growth only and were not considering reducing the $303,624 figure. Therefore, even with the reduction in TLT revenues due to unforeseen economic conditions the contract amount provided to the CVB shall be for a not to exceed amount of $303,624.

If the TLT estimates rebound above projected estimates of $226,430, the CVB shall receive an amount not-to-exceed $303,624.

The CVB shall invest their resources consistent with the Strategic Plan for fiscal year 2020-2021. The not-to-exceed amount does not include a Cost of Living Adjustment (COLA) because it was tied to the City providing one to it's non-represented full-time employees. Given economic conditions, the City did not provide an increase to its non-represented employees for FY 20-21.

Discussion:
The service contract with CVB contains the following notable information:

- Amount: up to $303,624.
- Duration: July 1, 2020 – June 30, 2021 (auto-renew each year).
- Financial Audits: CVB must make tourism promotion files, books, and records available for an audit by the City or their duly authorized representatives to assess the accomplishments of the tourism promotion program or to ensure compliance with any requirement of the tourism promotion program.

- Other: CVB to annually present a strategic plan to City Council in Jan/Feb to allow Council the opportunity to invest more in the CVB to take advantage of opportunities in the strategic plan.

Fiscal Impact:
This contract is for a not to exceed amount of $303,624 in City collected TLT to the Redmond CVB for investment in tourism related activities.

Alternative Courses of Action:
1. Approve the service contract with the CVB.
2. Request changes to the service contract.
3. Do not Approve the service contract.

Recommendation / Suggested Motion:
"I move to approve the FY 2020/21 service contract between the City of Redmond and the Redmond Convention Visitors Bureau for statutorily allowable tourism related activities and expenditures."

AGREEMENT BETWEEN THE
THE CITY OF REDMOND AND
THE REDMOND CHAMBER OF COMMERCE
FY 2020-2021

INDEX

AGREEMENT BETWEEN CITY OF REDMOND AND THE REDMOND CHAMBER OF COMMERCE dba CONVENTION VISITORS BUREAU FOR FISCAL YEAR 2020-21

THIS AGREEMENT ("Agreement") effective the 1st day of July 2020, by and between the City of Redmond ("City") and the Redmond Chamber of Commerce dba the Redmond Convention and Visitors Bureau ("CVB" or Contractor").

WHEREAS, the City desires to enter into this Agreement with Contractor for tourism promotion services for the City, and Contractor is willing to provide these services. The City shall compensate Contractor for this work by providing the Contractor with a portion of tourism-related taxes levied throughout the City.

WHEREAS, in compliance with Oregon Revised Statutes (ORS) the amount of Transient Lodging Tax proceeds collected and required to be invested in tourism-related activities is determined through a formula which requires 33 1/3% of the first 7.5% of the Transient Lodging Tax be invested in tourism related activities.

WHEREAS, for fiscal year 2020-2021 the City is forecasting to invest $226,480 of these dollars with the Contractor.

NOW, THEREFORE, the parties do mutually agree as follows:

1. AMOUNT

The City will pay the Contractor on a monthly basis all Transient Lodging Tax proceeds collected for tourism-related activities (33 1/3% of the first 7.5% transient lodging tax) in an amount not-to-exceed $303,624 annually to be expended in accordance with the CVB Strategic Plan for fiscal year 2019-2020 ("Investment and Marketing Plan") attached hereto as Exhibit "A" and incorporated herein. The not-to-exceed amount paid to the Contractor shall be annually adjusted at a Cost of Living Adjustment (COLA) equivalent to what the City provides to their non-represented full-time employees (0% in fiscal year 2020-21). Any decision to increase or decrease the amount provided to the CVB shall be made by the City Council as part of the annual budget process.

2. TERM OF AGREEMENT

The term of this Agreement shall be for the period beginning July 1, 2020 and terminating June 30, 2021 ("Contract Year"). This Agreement shall auto-renew each fiscal year, unless terminated as set forth in Section 16. The City will provide sixty days' notice if the City's recommended budget includes an increase or decrease to the Contract amount.

3. DEFINITIONS AND ALLOWABLE USES

A. Definitions and uses of Transient Lodging Tax funds are according to Oregon Revised Statutes (ORS) for Transient Lodging Taxes which are subject to change from time to time.

B. "Annual Budget" means CVB's annual budget, sources of funds, uses of funds for work required by this Agreement.

C. "Annual Investment and Marketing Plan" means CVB's annual marketing and strategic plan for tourism promotion services for Redmond, Oregon.

D. "Annual Report" means an annual report to the Redmond City Council which includes statistics, applicable metrics and summary reports on the success of the Annual Investment and Marketing Plan.

E. "Contract Year" means the period from July 1 to the immediately following June 30.

4. CONTRACTOR SERVICES

In exchange for the payment provided in Section 1, Contractor shall provide the following tourism promotion services to the City:

A. <u>Visitor Information Center.</u> Contractor shall manage and administer a Visitor Information Center (Center) within Redmond. Contractor shall provide all staff, materials and services for the functioning of the Center. The Center shall be open to provide information and materials for walk-in visitors with hours established subject to demand and seasonal adjustments. The Center shall respond to requests for tourism information sent by mail or electronic means. Contractor shall develop informational programs and shall coordinate with other agencies and entities to develop and provide tourism information regarding Redmond.

B. <u>Tourism Promotion Activities.</u> Contractor shall provide functions, literature, advertising, staff, supplies, equipment and support to promote Redmond as a destination for tourists and visitors. Contractor shall develop, arrange for printing, and distribute literature to promote Redmond visitors and identify and conduct activities and programs designed to promote Redmond for tourists and visitors. Contractor shall coordinate its activities, as appropriate, with other organizations and other visitor promotion entities.

C. <u>Administrative and Management Functions.</u> Contractor shall provide day-to-day management activities including planning, and acquisition of services, equipment, supplies and facilities to fulfill the Annual Investment and Marketing Plan for the Center and Tourism Promotion Activities. Contractor shall be responsible for maintaining capable and competent staff, including management staff. Contractor's Executive Director or designee shall attend any City Council and/or City Committee meetings as directed by the City to provide updates, information or other data on Chamber/CVB plans and services.

5. REPORTING, RECORD KEEPING AND MONITORING

As a condition of receiving funding under this program, Contractor must agree to maintain files and supporting documentation for 3 years after the conclusion of the Agreement. Contractor must also agree to make its tourism promotion files, books, and records available for an audit by the City or their duly authorized representatives to assess the accomplishments of the tourism promotion program or to ensure compliance with any requirement of the tourism promotion program.

A. Record Keeping. Records shall be maintained for a period of no less than 3 years and in sufficient detail to document performance required under Paragraph 2 above. Access to records shall be provided to the City upon reasonable notice.

B. Monitoring. On-site monitoring of the Contractor may be conducted, as appropriate, with prior notice, to review program progress and the financial and program records of the Contractor.

6. DOCUMENT SUBMISSION

All reports, notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All reports, notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

Accounting Department
City of Redmond
411 SW 9th Street
Redmond OR, 97756
Attention: Brooks Slyter

All reports, notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

Eric Sande
Executive Director
Redmond Chamber
446 SW 7th Street
Redmond, OR 97756

7. PROHIBITION ON USE OF FUNDS

A. Litigation or Adverse Actions. Funds provided to Contractor shall not be used directly or indirectly to support litigation or other adverse action against the City of Redmond, or any of its employees, officials, boards, committees and commissions.

8. CITY TERMS AND CONDITIONS

A. Independent Parties. City and Contractor intend that the relation between them created by this Agreement is that of grantor-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by the City of Redmond to its employees, including, but not limited, to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any State or Federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

B. Personnel

   a. The Contractor represents that it has, or will secure through a third party, all personnel required in performing the services under this Agreement.

   b. All of the services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be authorized, if and as required by State and local law, to perform such duties.

Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

C. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City; provided, however, that claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any assignment or transfer shall be furnished promptly to the City by the Contractor.

D. Policy Prohibiting Harassment and Discrimination. Consistent with the City's policy that harassment and discrimination are unacceptable conduct, and in compliance with similar federal and state laws, Contractor agrees that discrimination in the selection of contractors, employees or clients, or harassment directed towards contractors, employees or clients, on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated.

E. Insurance.

a. On or before the commencement of the term of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Subparagraphs 9.e.(l)-(5). Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City by certified mail, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of Oregon.

b. Contractor shall maintain the following insurance coverage:

i. **Workers Compensation Insurance:** 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.

ii. **General Liability**: Commercial General Liability (CGL) insurance coverage with the following minimum limits: $1,000,000 each occurrence/$2,000,000 aggregate. Commercial General Liability policies shall be endorsed to name the City of Redmond, its officers, agents, directors, employees and volunteers as an additional insured. The additional insured endorsement shall provide the City of Redmond with primary and non-contributory coverage.

iii. **Automobile Liability Insurance**: If vehicles are used to deliver any services provided by the City funds, automobile liability insurance with minimum Combined Single Limit of not less than $500,000 per occurrence is required. Commercial Automobile Liability is required for Contractors that own business vehicles. Personal automobile insurance coverage is acceptable for a Contractor that does not own vehicles registered to their agency.

c. **Subrogation Waiver.** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide liability insurance, Contractor shall look solely to its own insurance policies for recovery. Contractor hereby grants to the City of Redmond, on behalf of any insurer providing Commercial General Liability and automobile liability insurance to either Contractor, or 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 City by virtue of the payment of any loss under such insurance.

d. **Failure to Secure.** If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. **Additional Insured.** The City of Redmond, its officers, agents, directors, employees and volunteers shall be named as an additional insured, by endorsement, under all insurance policies required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. The Additional Insured provision shall provide primary and non-contributory coverage. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

f. **Sufficiency of Insurance.** The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to confer with its insurance broker to determine adequate coverage for Contractor.

F. Hold Harmless. Contractor shall indemnify, defend and hold harmless the City of Redmond, its City Council, commissions, officials, directors, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees (Claims), arising from or in any manner connected to Contractor's negligent act or omission, regarding performance of services or work conducted or performed pursuant to this Agreement.

G. Taxes. The Contractor agrees to assume full responsibility for payment to Federal, State and County agencies of any and all taxes, including payroll taxes, withholdings and workers' compensation, which may be required of it.

H. City Permits. The Contractor shall be responsible for obtaining all required City permits and licenses, and for complying with all applicable City codes and ordinances. If this responsibility is delegated by the Contractor to a consultant, contractor, vendor, or service provider, it remains the responsibility of the Contractor to confirm that these requirements have been met.

9. WAIVER

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

10. COST OF LITIGATION

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

11. CONFLICT OF LAW

This Agreement shall be interpreted under and enforced by the laws of the State of Oregon excepting any choice of law rules that may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Deschutes, the State of Oregon.

12. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

13. INSERTED PROVISIONS

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each was included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

14. CAPTIONS

The captions in this Agreement are for convenience only, are not part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

15. AMENDMENTS TO AGREEMENT

A. Amendments, changes, modifications and/or deletions to this Agreement shall be requested in writing by the Contractor and approved in writing by the City prior to implementation.

B. Changes to the Statement of Work, budget line items, recordkeeping and reporting requirements and similar substantive portions of the work program may be allowed at the City's discretion.

C. Terms and conditions of this Agreement required by Federal, State or local regulation and/or statute may not be waived by the City.

16. TERMINATION

A. Termination of the Agreement for Cause. If a party to this Agreement is unable to fulfill or materially fails to fulfill in a timely manner its obligations under this Agreement, or if a party materially violates any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement after giving written notice to the breaching party of the alleged material failure or violation and an opportunity to cure within ten working days. If the failure or violation is cured, then the Agreement may not be terminated. If the material violation is not cured within ten work days, then the non-breaching party may terminate the Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Notwithstanding the above, the breaching party shall not be relieved of liability to the other for damages sustained by virtue of any breach of the Agreement.

B. Other Termination. This Agreement may be terminated at any time by mutual consent of both parties. City may, in its sole discretion, terminate this Agreement, in whole or in part, upon three hundred sixty-five (365) days' notice, in writing and delivered by certified mail or in person.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CONTRACTOR		CITY OF REDMOND	
Signature	Date	Signature	Date
Eric Sande Executive Director Redmond Chamber/CVB		Keith Witcosky City Manager City of Redmond	

CITY OF REDMOND

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STAFF REPORT

DATE: September 22, 2020
TO: Redmond City Council
THROUGH:
FROM: Keith Witcosky, City Manager
SUBJECT: Redmond Economic Development, Inc. Contract: $128,000

Addresses Council Goal:
8. Regional Cooperation. Recognize Central Oregon as a whole is stronger than sum of its individual parts and regional relationships are critical in Redmond's planning and decision-making processes.

Report in Brief:
This item requests City Council approve a one year service contract between the City of Redmond and the Redmond Economic Development Inc. (REDI) for investments in economic development and traded sector job growth. This contract amount was approved by the Budget Committee and runs for a period from July 1, 2020 - June 30, 2021. This contract does not automatically renew.

Background:
Since 1987/88, the City of Redmond has contracted with REDI to advance the REDI Strategic Action Plan and pursue economic and business development through effective marketing, recruiting, retention/expansion, in Redmond, Oregon.

At the 2019 Budget Committee meetings, staff was directed to increase the previous contract amount from $116,000 in Fiscal Year 2018/2019 to $124,000 for FY 2019/2020; and to increase it again to $128,000 in FY 2020/2021 while also including a cost of living adjustment in FY 2020/2021 (in an amount equivalent to what City non-represented employees receive). No cost of living increase was applied because City non-represented staff did not receive one for the 20/21 fiscal year.

Discussion:
The service contract with REDI contains the following notable information:

- Amount: $128,00.
- Duration: July 1, 2020 – June 30, 2021. Does not auto-renew.
- Other: REDI shall make a good faith effort to raise money from private contributions or third-party sources an amount equal to the estimated level detailed in the Budget.
- REDI shall make annual performance reports to City Council.
- Financial Audit: REDI shall perform an annual internal audit and present the results in the form of a letter to the City. Records, etc. must be made available for an audit by the City or their duly authorized representatives to assess the accomplishments of the program or to ensure compliance with any requirement of the program.

Fiscal Impact:
This service contract directs $128,000 in City resources to REDI for investment in economic development/traded sector related activities.

Alternative Courses of Action:
1. Approve the service contract with REDI.
2. Request changes to the service contract.
3. Do not Approve the service contract.

Recommendation / Suggested Motion:
"I move to approve the FY 2020/2021 service contract between the City of Redmond and Redmond Economic

Development Inc. for investment in economic development related activities.”

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AGREEMENT BETWEEN THE
THE CITY OF REDMOND AND
THE REDMOND ECONOMIC DEVELOPMENT INC. (REDI)
FY 2020-2021

AGREEMENT BETWEEN CITY OF REDMOND AND THE REDMOND ECONOMIC DEVELOPMENT INC (REDI) FOR FISCAL YEAR 2020-21

THIS AGREEMENT ("Agreement") entered into this 1st day of July 2020, by and between the City of Redmond ("City") and Redmond Economic Development Inc. ("REDI").

WHEREAS, for the fiscal year of 2020-2021 City funds in the amount of One Hundred Twenty-Two Thousand Dollars ($128,000) ("Funds") have been allocated to REDI to further the REDI Strategic Action Plan to pursue economic and business development through effective marketing, recruiting, retention/expansion, in Redmond, Oregon.

NOW, THEREFORE, the parties do mutually agree as follows:

1. AMOUNT

The City provides to REDI an amount of Funds not to exceed $128,000 to be expended in accordance with REDI's Operating Budget for the fiscal year of 2020-2021 ("Budget") attached hereto as Exhibit "A" and incorporated herein. Beginning in FY 2021-2022 this amount shall be annually adjusted at a Cost of Living Index (COLA) equivalent to what the City provides to their non-represented full-time employees.

2. TERM OF AGREEMENT

The term of this Agreement shall be for the period beginning July 1, 2020 and terminating June 30, 2021 ("Program Year"), unless terminated earlier as set forth herein.

3. STATEMENT OF WORK

REDI will pursue economic and business development through effective marketing, recruiting, retention/expansion, in Redmond, Oregon by following its FY 2018/19 – 2020/21 Strategic Plan.

4. FINANCIAL MANAGEMENT

a. In addition to Funds, REDI shall make a good faith effort to raise money from private contributions or third-party sources an amount equal to the estimated level detailed in the Budget ("Private Funds"). Such Private Funds are necessary for the continued operation of REDI.

5. REPORTING, RECORD KEEPING AND MONITORING

a. <u>Report/Newsletters</u>

REDI shall prepare periodic newsletters describing their accomplishments in fulfilling the terms and conditions of this Agreement. REDI shall make annual reports to City Council.

b. <u>Miscellaneous Reporting</u>

1) REDI shall notify City in writing of any changes in organizational bylaws, personnel and/or Board of Directors, including election of new officers.

c. Financial Audit

1) REDI shall perform an annual internal audit and present the results in the form of a letter to the City.

2) As a condition of receiving funding under this grant program, REDI must agree to maintain financial files and supporting documentation for 3 years after the conclusion of receiving Funds. REDI must also agree to make its financial files, books, and records available for an audit by the City or their duly authorized representatives to assess the accomplishments of the program or to ensure compliance with any requirement of the program.

d. Record Keeping

Records shall be maintained for a period of no less than 3 years and in sufficient detail to document performance required under Paragraph 3 above. Access to records shall be provided to the City upon reasonable notice.

e. Monitoring

On-site monitoring of REDI may be conducted, as appropriate, with prior notice, to review program progress and the financial and program records.

6. **REQUESTS FOR FUNDS**

a. REDI shall submit to the City Requests for disbursement forms within 30 days of the beginning of each quarter.

b. The City shall disburse funds in a timely manner to REDI.

7. DOCUMENT SUBMISSION

All reports, notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All reports, notices, demands, requests, or approvals from REDI to City shall be addressed to City at:

Accounting Department
City of Redmond
411 SW Ninth Street
Redmond OR, 97756
Attention: Brooks Slyter

All reports, notices, demands, requests, or approvals from City to REDI shall be addressed to:

Jon Stark
REDI
411 SW 9th, Ste. 203
Redmond, OR 97756

8. PROHIBITION ON USE OF FUNDS

a. Employee Salaries

Funds shall not be used to pay for or reimburse the costs of salaries of REDI employees or officials except as specifically provided in the Budget.

b. Litigation or Adverse Actions

Funds shall not be used directly or indirectly to support litigation or other adverse action against the City of Redmond, or any of its employees, officials, boards, committees and commissions.

9. CITY TERMS AND CONDITIONS

a. Independent Parties

City and REDI intend that the relation between them created by this Agreement is that of independent contractor. The manner and means of conducting the work are under the control of REDI, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of REDI's services. None of the benefits provided by the City of Redmond to its employees, including, but not limited, to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to REDI, its employees or agents. Deductions shall not be made for any State or Federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due REDI. Payments of the above items, if required, are the responsibility of REDI.

b. Personnel

1) REDI represents that it has, or will secure through a third party, all personnel required in performing the services under this Agreement.

2) All of the services required hereunder will be performed by REDI, or under its supervision, and all personnel engaged in the work shall be authorized, if and as required by State and local law, to perform such duties.

3) Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

c. Assignability

Except as to provide funding to Economic Development for Central Oregon (EDCO), REDI shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City; provided, however, that claims for money by REDI from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any assignment or transfer shall be furnished promptly to the City by REDI.

d. Policy Prohibiting Harassment and Discrimination

Consistent with the City's policy that harassment and discrimination are unacceptable conduct, and in compliance with similar federal and state laws, REDI agrees that discrimination in the selection of contractors, employees or clients, or harassment directed towards contractors, employees or clients, on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated.

e. **Insurance**

1) On or before the commencement of the term of this Agreement, REDI shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Subparagraphs 9.e.(l)-(5). Such certificates, which do not limit REDI's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City by certified mail, Attention: Risk Manager." It is agreed that REDI shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of Oregon.

REDI shall itself or through its contractual agreement with regional operation EDCO or other third party shall maintain the following insurance coverage:

a) **Workers Compensation Insurance:** 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.

b) **General Liability**: Commercial General Liability (CGL) insurance coverage with the following minimum limits: $500,000 each occurrence/ $1,000,000 aggregate. Commercial General Liability policies shall be endorsed to name the City of Redmond, its officers, agents, directors, employees and volunteers as an additional insured. The additional insured endorsement shall provide the City of Redmond with primary and non-contributory coverage.

c) **Automobile Liability Insurance**: If vehicles are used to deliver any services provided by the grant, automobile liability insurance with minimum Combined Single Limit of not less than $500,000 per occurrence is required. Commercial Automobile Liability is required for REDIs that own business vehicles. Personal automobile insurance coverage is acceptable for a REDI that does not own vehicles registered to their agency.

2) **Subrogation Waiver**
REDI agrees that in the event of loss due to any of the perils for which it has agreed to provide liability insurance, REDI shall look solely to its own insurance policies for recovery. REDI hereby grants to the City of Redmond, on behalf of any insurer providing Commercial General Liability and automobile liability insurance to either REDI, or City, with respect to the services of REDI herein, a waiver of any right to subrogation which any such insurer of REDI may acquire against City by virtue of the payment of any loss under such insurance.

3) **Failure to Secure**
If REDI at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in REDI's name or as an agent of REDI and shall be compensated by REDI for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

4) **Additional Insured**
The City of Redmond, its officers, agents, directors, employees and volunteers shall be named as an additional insured, by endorsement, under all insurance policies required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. The Additional Insured provision shall provide primary and non-contributory coverage. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

5) **Sufficiency of Insurance**
The insurance limits required by City are not represented as being sufficient to protect REDI. REDI is advised to confer with its insurance broker to determine adequate coverage for REDI.

f. <u>Hold Harmless</u>

REDI shall indemnity, defend and hold harmless the City of Redmond, its City Council,, commissions, officials, directors, employees and volunteers (Indemnitees) from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees (Claims), arising from or in any manner connected to REDI's negligent act or omission, regarding performance of services or work conducted or performed pursuant to this Agreement.

g. Taxes

REDI agrees to assume full responsibility for payment to Federal, State and County agencies of any and all taxes, including payroll taxes, withholdings and workers' compensation, which may be required of it.

h. City Permits

REDI shall be responsible for obtaining all required City permits and licenses, and for complying with all applicable City codes and ordinances. If this responsibility is delegated by REDI to a consultant, contractor, vendor, or service provider, it remains the responsibility of REDI to confirm that these requirements have been met.

10. WAIVER

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

11. COST OF LITIGATION

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

12. CONFLICT OF LAW

This Agreement shall be interpreted under, and enforced by the laws of the State of Oregon excepting any choice of law rules that may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Deschutes, the State of Oregon.

13. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and REDI.

14. INSERTED PROVISIONS

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each was included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

15. CAPTIONS

The captions in this Agreement are for convenience only, are not part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

16. AMENDMENTS TO AGREEMENT

a. Amendments, changes, modifications and/or deletions to this Agreement shall be requested in writing by the REDI and approved in writing by the City prior to implementation.

b. Changes to the Statement of Work, budget line items, recordkeeping and reporting requirements and similar substantive portions of the work program may be allowed at the City's discretion.

c. Terms and conditions of this Agreement required by Federal, State or local regulation and/or statute may not be waived by the City.

17. TERMINATION

a. Termination of the Agreement for Cause

If a party to this Agreement is unable to fulfill or materially fails to fulfill in a timely manner its obligations under this Agreement, or if a party materially violates any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement after giving written notice to the breaching party of the alleged material failure or violation and an opportunity to cure within ten working days. If the failure or violation is cured, then the Agreement may not be terminated. If the material violation is not cured within ten work days, then the non-breaching party may terminate the Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Notwithstanding the above, the breaching party shall not be relieved of liability to the other for damages sustained by virtue of any breach of the Agreement.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals.

REDI

____

Signature Date

Bruce Barrett
President
REDI Board of Directors

CITY OF REDMOND

____

Signature Date

Keith Witcosky
City Manager
City of Redmond

RECOMMENDED FOR APPROVAL:

____

____

The City of Redmond
has exceptional employees!

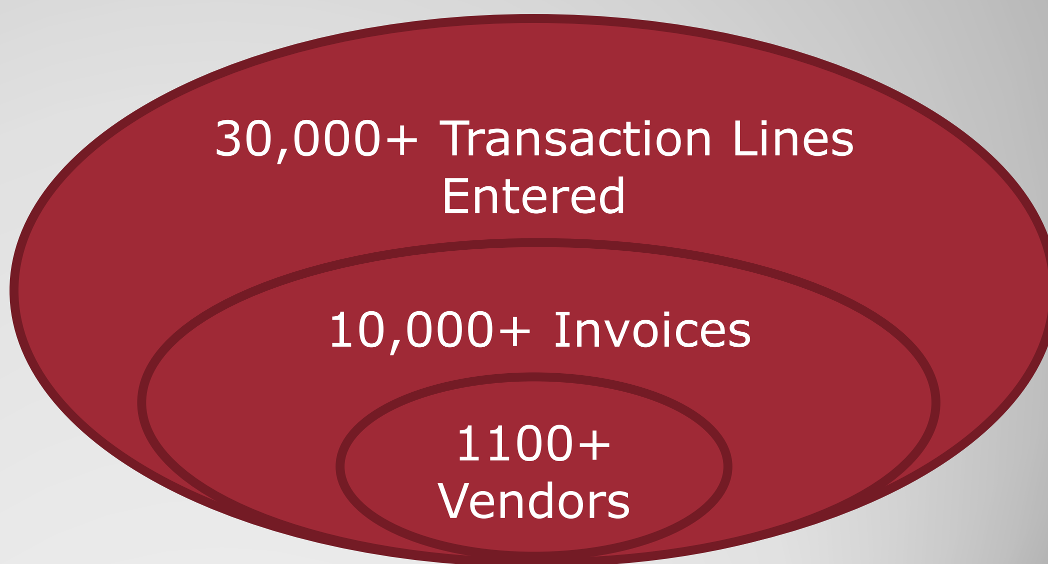
The City Manager and Leadership Team
Recognizes the contributions of:

Accounting Team

TOM FERRELL | **NADINE WATERS** | **WENDY ENGLAND** | **LINDA RICHARDSON**

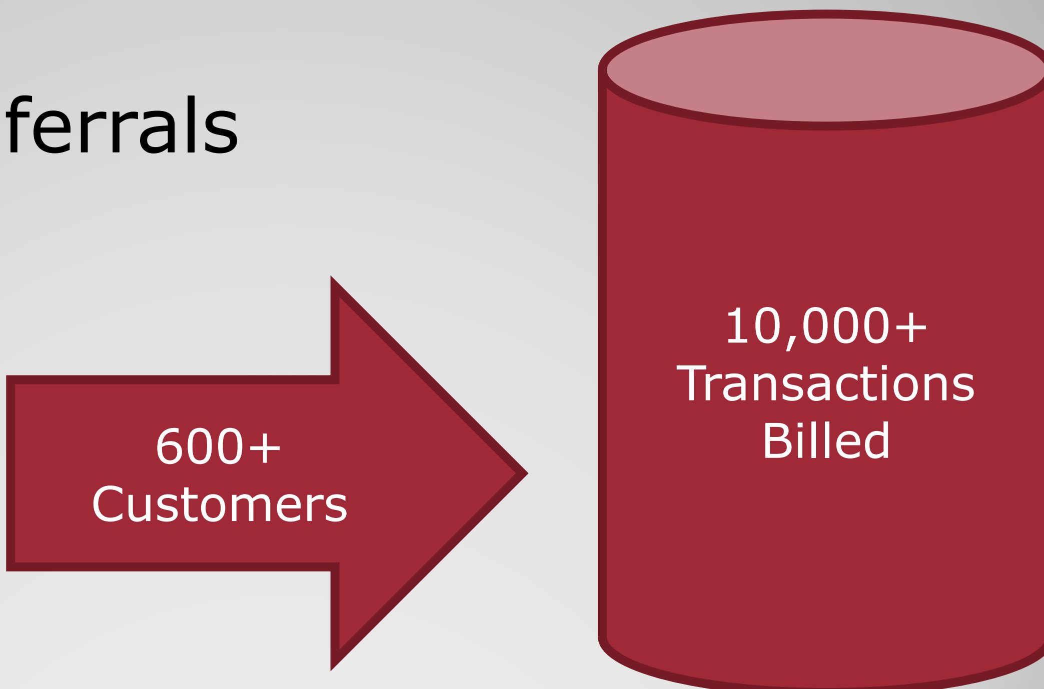
Accounts Payable

- City's Gatekeeper of ~$60 million
  - Vendors payments
  - VISA purchases
  - Travel Reimbursements
  - Utilities
  - Refunds



Accounts Receivable +

- Leases
- Room Tax
- Franchises
- Loans & Deferrals
- Liens
- Citations
- Grants
- Deposits



Accountants

- Review & Reconcile every $ spent or received
- Bank Reconciliation
- Cash Management
- Fixed Assets
- Grants & Projects
- Debt Compliance
- Corrections

City of Redmond
PROCLAMATION

A proclamation designating Redmond as a community where all people feel welcome.

WHEREAS, discrimination is understood to negatively impact local economic activity and the health and well-being of all our residents; and

WHEREAS, fostering a welcoming environment and treating all individuals with compassion and respect, regardless of race, ethnicity, or place of origin enhances Redmond's cultural fabric, economic growth, global competitiveness and overall prosperity for current and future generations; and

WHEREAS, Redmond aspires to be a welcoming place where people, families and institutions thrive and the contributions of all are celebrated and valued; and

WHEREAS, Redmond is committed to ensuring a welcoming and neighborly atmosphere in our community, where all people are welcomed, accepted and encouraged to participate fully in civic life; and

WHEREAS, community efforts that promote inclusivity, understanding and collaboration across cultures to learn about and appreciate everyone's unique perspectives and experience are crucial to ensuring a welcoming and thriving city; and

WHEREAS, Redmond encourages business leaders, civic groups, other government agencies and community institutions, and residents to join in a community-wide effort to expand prosperity, integration and inclusion for all residents.

NOW, THEREFORE BE IT RESOLVED THAT the City Council hereby declares Redmond a community that embraces and celebrates all residents and welcomes and encourages their contributions to the collective prosperity and security of all current and future residents.

APPROVED by the City Council and **SIGNED** by the Mayor this 22nd day of September 2020.

The City of Redmond, Oregon

____
George Endicott, Mayor

ATTEST:

____
Kelly Morse, City Recorder

City of Redmond
PROCLAMATION

A proclamation designating the first Friday of October, as

NATIONAL MANUFACTURING DAY

WHEREAS the first Friday of October each year is designated as National Manufacturing Day; and

WHEREAS manufacturing makes a very significant contribution to the national, state, and local economy; and

WHEREAS Redmond is a significant contributor to the manufacturing industry in our region and is fortunate to be the home of many world-class and diverse manufacturing companies; and

WHEREAS Redmond serves as the region's manufacturing hub and accounts for over 1,550 jobs within the city as of 2019. Over 27 percent of the Deschutes County manufacturing jobs are in Redmond. Redmond's employment in the manufacturing sector expanded by 88 percent from 2010-2019, while real total wages paid in the sector grew by a remarkable 98 percent; and

WHEREAS the manufacturing companies located in Redmond add to the vitality and prosperity of our community by providing high paying quality jobs; and

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Redmond, Oregon, hereby proclaims the first Friday of October, to be **NATIONAL MANUFACTURING DAY**. For 2020, the National Manufacturing Day is hereby designated as October 2, 2020. The City Council hereby urges all citizens to join in recognizing the value of our manufacturers and the importance they serve in our community.

APPROVED by the City Council and **SIGNED** by the Mayor this 22nd day of September 2020.

The City of Redmond, Oregon

____
George Endicott, Mayor

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:	September 22, 2020
TO:	Redmond City Council
THROUGH:	Keith Witcosky, City Manager Jason Neff, Chief Financial Officer
FROM:	Brooks Slyter, Accounting & Financial Reporting Director
SUBJECT:	Ord. #2020-14 - An ordinance granting a nonexclusive telecommunication franchise to United States Cellular Operating Company of Medford.

Addresses Council Goal:

1. SUSTAIN OPERATIONS: Provide or enhance current levels of operations in all facets of municipal service delivery.

3. CITY INFRASTRUCTURE: Preserve and enhance the City's infrastructure to position the City to accommodate growth. Endeavor to adequately maintain the City's roads, utility infrastructure, parks and pedestrian/bicycle infrastructure

Report in Brief:

This item requests City Council approve a ten-year non-exclusive telecommunications franchise agreement with United States Cellular Operating Company of Medford (US Cellular).

Background:

At the June 25, 2019, City Council meeting Redmond City Code Chapter 3 was updated to provide a process for the deployment of small wireless facilities. The update was specifically for companies to provide the small cell technology or "5G technology" through a franchise agreement with the City of Redmond.

The City of Redmond was approached by US Cellular to provide 5G technology within the Redmond city limits.

Discussion:

This ordinance is a ten-year non-exclusive telecommunications franchise agreement granting US Cellular the authority to operate in the City's rights of way to provide telecommunication services while maintaining the City's development standards.

This agreement is written to comply with the Federal Communication Commission (FCC) declaratory ruling related to small wireless facility technology which allows the City to charge $270 per year, per small wireless facility installed.

These agreements are written to revert to a standard recovery of cost annual fee model if certain challenges to the FCC Declaratory Ruling are overturned.

Fiscal Impact:

The actual revenue is expected to be a few thousand dollars annually, but will depend on actual small wireless facilities installed by US Cellular.

Alternative Courses of Action:

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

Recommendation / Suggested Motion:

"I move to have a first and second reading of Ord. # 2020-14, by title only" (Voice vote)

(City Attorney will read ordinance by title only.)

"I move to approve Ord. # 2020-14." (Roll call vote)

REDMOND ORDINANCE
ORDINANCE NO. 2020-14

AN ORDINANCE GRANTING A NONEXCLUSIVE TELECOMMUNICATION FRANCHISE TO UNITED STATES CELLULAR OPERATING COMPANY OF MEDFORD.

WHEREAS, United States Cellular Operating Company of Medford is a telecommunications provider seeking to deploy small wireless facilities in the City of Redmond; and

WHEREAS, providing small wireless facilities requires the installation, operation and maintenance of small wireless 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 United States Cellular Operating Company of Medford shall use the public rights of way within the City of Redmond; and

WHEREAS, the City of Redmond and United States Cellular Operating Company of Medford 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 United States Cellular Operating Company of Medford ("Franchisee").

Section 1. Definitions.

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

"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.

“Small Wireless Facility” are as defined in Redmond City Code Section Chapter 3, Section 3,800 et seq.

"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 liability, claims, losses, demands, suits, fees and judgments (collectively known as "claims") that, 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. This indemnification does not apply to claims caused by the negligence or willful misconduct of the City, its officers, agents, employees or 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 but only as respects the indemnification obligations assumed by Franchisee under this Agreement.

Commercial general liability coverage must include by blanket additional insured endorsement, the City, its officers, employees and volunteers as additional insureds as their interest may appear under this Agreement with respect to Franchisee's work or services conducted under this Agreement. Upon receipt of notice from its insurers, Franchisee will give the City 30 days' written notice of any cancellation of any required coverage.

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 blanket additional insured endorsement from the carrier(s). This Agreement will not be in effect until the required certificate and blanket additional insured endorsement have been received and approved by City, which reasonable approval may not be withheld or delayed. Renewal certificates and blanket additional insured endorsements will be provided to City upon request 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 first party property claims arising out of Franchisee's work or service.

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 $25,000, 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 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. 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, 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. <u>Relocation.</u> 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 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 utility 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. <u>Placement of Facilities.</u> 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. <u>Temporary Rearrangement of Facilities.</u> 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 health, safety, or operational need requires the move.

H. Franchisee may terminate a Small Wireless Facility at any time and for any reason upon written notice to Franchisor. Upon termination of a specific Facility, Licensor's obligations and liability for the Facility cease, including recurring annual payment obligations.

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.

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.

   Upon any termination of the use of a Small Wireless Facility or Facilities, the facility or 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 Facility or Facilities were used restored by Franchisee to the condition it was in before installation, except reasonable wear and tear.

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. The Federal Communications Commission issued an order, *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, Declaratory*

Ruling and Third Report and Order (September 26, 2018) (the "FCC Order") that limits the charges a local government can impose on Small Wireless Facilities. While the FCC Order remains in effect, as to any Small Wireless Facilities installed or operated under this Agreement, Franchisee shall pay to City a fee of $270 per year for each Small Wireless Facility in a City rights-of-way (the "Franchise Fee"). If during the term of the Agreement, a court of competent jurisdiction issues a final, non-appealable order vacating the Order, Franchisee shall pay the Franchise Fee as stated in Subsection B, below.

B. If the FCC Order is withdrawn or invalidated as to the limitation on fees as provided in Paragraph A above, commencing on the start of the following Fiscal Year on July 1st, such withdrawal or invalidation, Franchisee shall pay, on an annual basis, $1,217 per Small Wireless Facility ("Alternate Fee"), provided that such amount is consistent with applicable federal and state laws, rules, regulations, orders, or similar requirements ("Applicable Law"). The Alternate Fee, as applicable, will be subject to a 3% annual escalator, which shall be redetermined every 5 years ending in five (5) or zero (0). If, after implementation of the Alternate Fee, Applicable Law is modified so that the Alternate Fee is no longer consistent with Applicable Law ("Change of Law"), then the Parties agree to promptly amend the Agreement to revise the Alternate Rate consistent with such Change of Law effective as of the date the Change of Law occurred.

C. The Franchise Fee required by this section is due and payable within 60 days after the start of each Fiscal year. 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 an annual report listing of the number of Small Wireless Facilities in City rights-of-way in the form of Exhibit A.

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. 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 11. 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 or the City to perform any of the covenants and conditions required by this Agreement to be kept and performed by that party, and such failure continues for a period of 30 days after notice from the nondefaulting party of such failure.

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 defaults, 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. Franchisee may terminate this Agreement for defaults that are not cured within the time allowed by providing 30 days' notice to City of its intent to terminate. City may avoid termination by completely curing the default(s).

Section 12. 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. All remedies granted the Franchisee 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 Franchisee reserves the right to use any remedy available to Franchisee 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 13. Franchise Term.

This Franchise is granted for a term of ten 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 one year 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 14. 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.

Section 15. Notices.

Any notice required or permitted under this Agreement 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:

United States Cellular Operating Company of Medford
Attn: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

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:	Accounting and Financial Reporting Director
Name:	Brooks Slyter
Email:	brooks.slyter@redmondoregon.gov
Phone:	541.923.7735

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

Section 16. 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 17. 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
______________________________	______________________________
Mayor	Authorized Representative
______________________________	______________________________
Printed Name	Printed Name
______________________________	______________________________
Date	Date

EXHIBIT A

City of Redmond
Telecommunications Franchise Fee Reporting Form

Company: ____________________________________

Reporting Period: ____________________________________

Description	Revenue and Fee Calculation
Number of small cell facility sites	___________
Franchise fee rate	$270 per site while FCC Order is in place OR $1,217 per site commencing on the beginning of the next Fiscal Year on which the FCC Order is withdrawn or invalidated.
Total Franchise fee due to City of Redmond	$__________

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.

________________________________ ____________________
Name Date

____
Title

Please remit payment to:

City of Redmond
411 SW 9th Street
Redmond, OR 97756

For questions, please contact City of Redmond Finance Department at 541.923.7735

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: September 22, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: John Roberts, Deputy City Manager
SUBJECT: Res. #2020-18 - A resolution amending certain policies for the Desert Rise Industrial Park.

Addresses Council Goal:
4. ECONOMIC DEVELOPMENT - Develop and maintain an environment that promotes and supports a strong, healthy and diverse economic base.

Report in Brief:
This item requests City Council approve Resolution No. 2020-18 amending policies for the associated with the City-owned Desert Rise Industrial Park.

Background:
In FY 2004/05 the City of Redmond acquired 122.3 acres from Deschutes County. Currently there is about 60 acres remaining to be sold. This raw land, zoned M2 (Heavy Industrial), is located in the eastern part of Redmond adjacent to 11th Street between Antler Avenue and Kingwood Avenue. It was platted as an industrial park to promote economic development opportunities that would provide family-wage jobs for the community.

Desert Rise Industrial Park was registered with the State of Oregon as an opportunity site in 2004. As part of that registration the City was required to enact policies with performance metrics for the site. The intent of the policies was to transact the land at below market prices and justify the lower per square foot cost by requiring job growth and other elements that differentiate it from open market land. The policies were adopted per Resolution No. 2004-17.

Due to concerns about developing property and competing with the private market, the City further refined the policies for the industrial park and adopted specific Covenants, Conditions and Restrictions (CC&Rs) on July 18, 2006.

Two transactions are currently being negotiated in the industrial park. Each will require some modifications to the park's policies in order to capture the economic opportunities, while also keeping with the spirit of the original goals of Desert Rise. These emerging transactions are positive in light of the economy and positive in terms of bringing significant resources back to the City on land the City has owned since 2004.

Discussion:
Further changes were made to the Desert Rise policies in 2015 (Resolution No. 2015-06) to reflect the changes authorized by the adoption of the CC&Rs in 2006. The changes added an opportunity to leverage job growth in the community that may otherwise relocate elsewhere. The changes reduced the minimum acreage requirements from 10 acres to 5 acres, better defined wages and how they were calculated, and created a requirement for 5 new full-time primary jobs per acre within the first year of occupancy.

Current interest in Desert Rise properties generated new conversations and another evaluation of the existing policies and CC&Rs. It was determined changes were needed to be nimble and respond to the industrial market conditions seen over the last two to three years. There is a clear demand for smaller lots (1-4 acres), driven by heavy industrial users needing smaller buildings than were needed 10 to 20 years ago.

Resolution No. 2020-18 proposes the following changes: Reduces the minimum 5 acre requirement to 2 acres. Modifies the 'Enterprise Zone' reference and nomenclature from "qualifies" to "eligible to use". This assures buyers are traded sector but may not have the job creation (additional 10%) with the expansion. Clarifies the source to use in determining average wages; and revises job densities per acre from 5 to 2 to account for automation occurring in heavy industry.

Fiscal Impact:
The adjustments are expected to result in one immediate sale and garner more frequent interest in the remaining property. Desert Rise property sales bring additional resources to the General Fund.

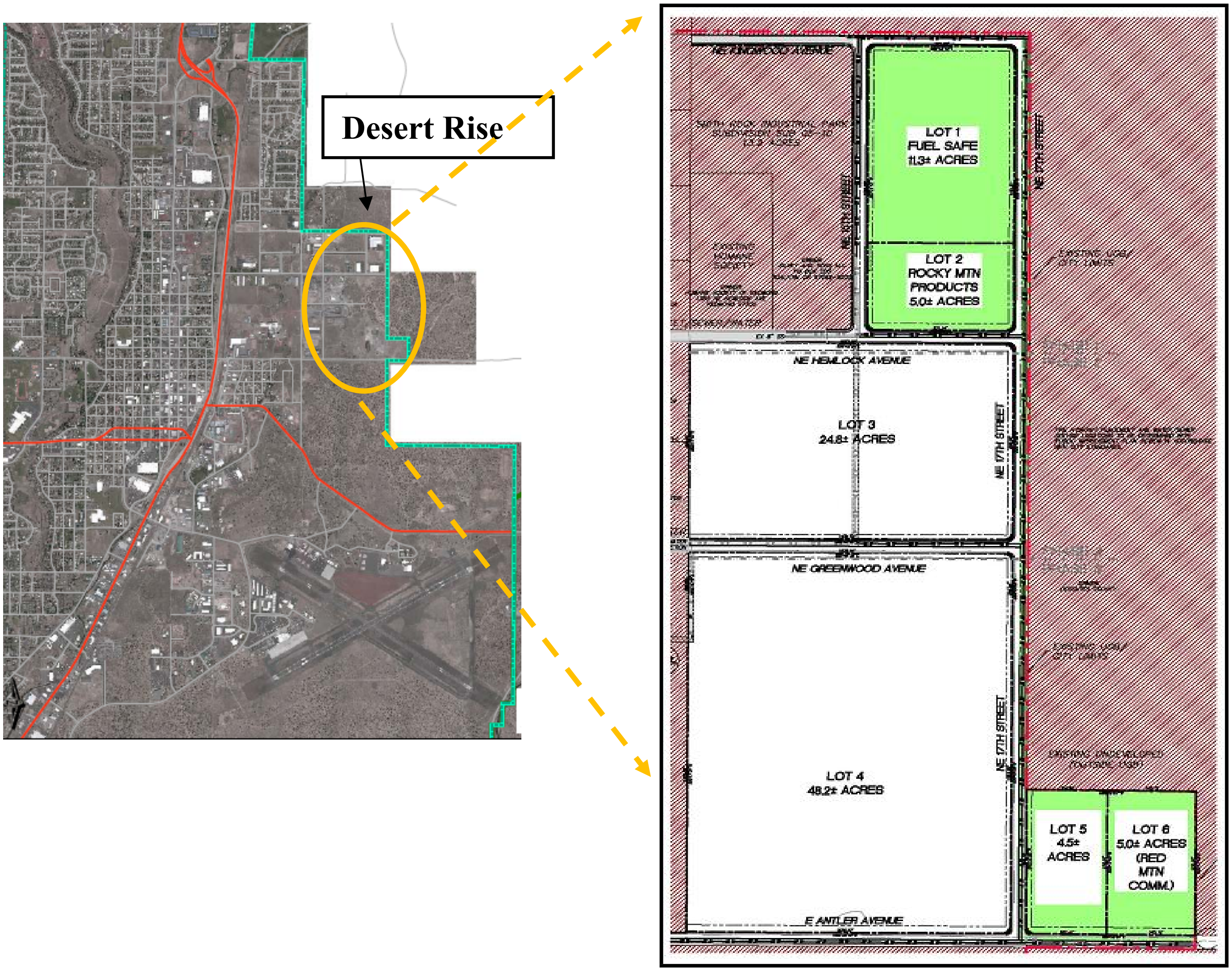
Alternative Courses of Action:

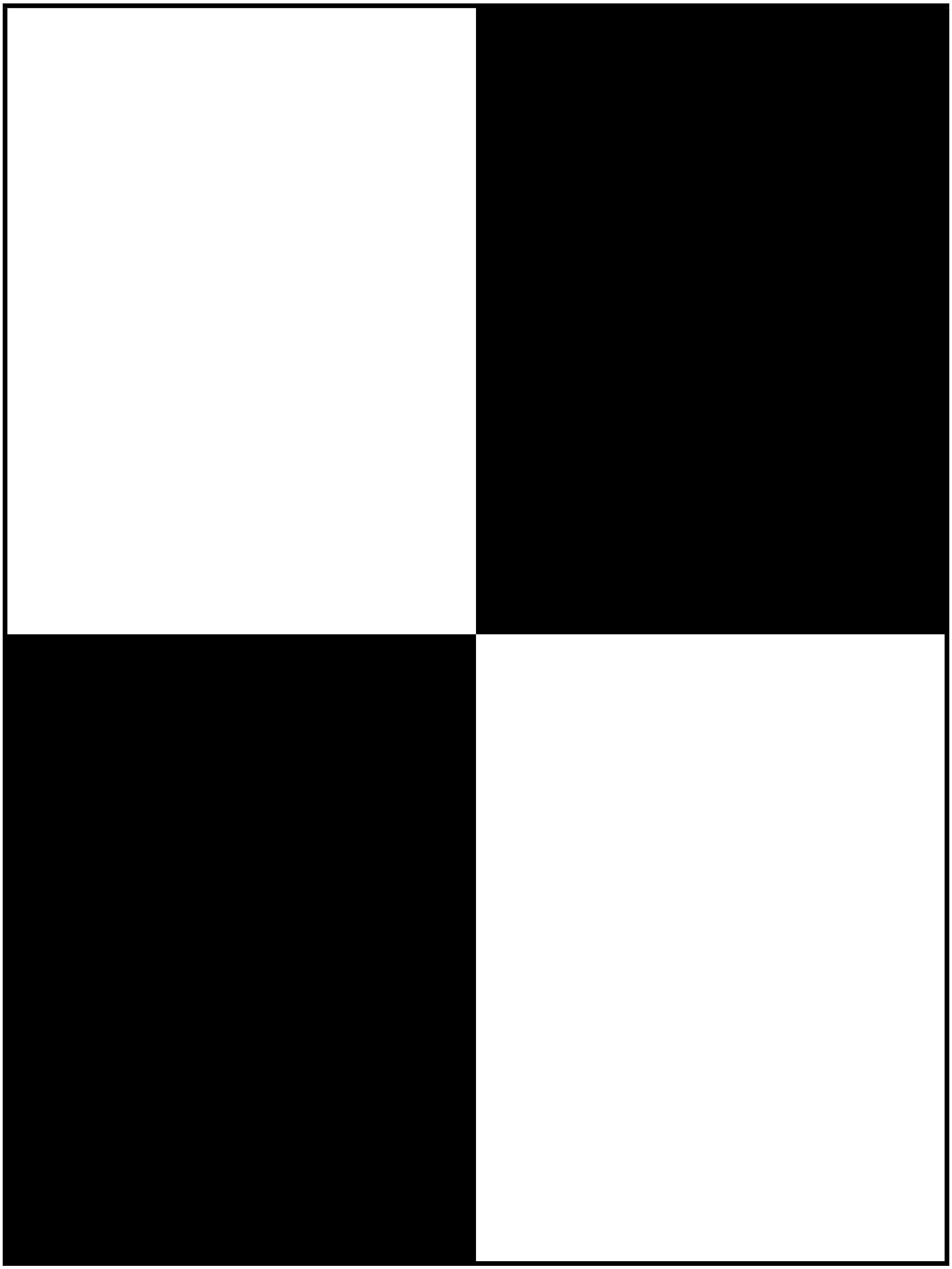
1. Approve Resolution No. 2020-18
2. Request more information.
3. Do not approve Resolution No. 2020-18

Recommendation / Suggested Motion:
"I move to adopt Resolution No. 2020-18 amending policies associated with the City-owned Desert Rise Industrial Park."

Locator Maps
Desert Rise Industrial Park

East of Highway 97, north of the airport.
East of 11th Street between Antler Avenue and Kingwood Avenue.





REDMOND RESOLUTION
RESOLUTION NO. 2020-18

A RESOLUTION AMENDING CERTAIN POLICIES FOR THE DESERT RISE INDUSTRIAL PARK.

WHEREAS, the City of Redmond owns Desert Rise Industrial Park, north of East Antler Avenue adjacent to the Urban Growth Boundary, which has been designated an "Opportunity Site" by the State of Oregon; and

WHEREAS, the City of Redmond's primary purpose in establishing Desert Rise Industrial Park is to stimulate long term industrial development and create a significant number of new "family wage" jobs within the community and/or retain "family wage" jobs; and

WHEREAS, the City does not intend to be in competition with private development by selling this property for holding or price speculation; and

WHEREAS, to facilitate the City's primary objective**,** the City Council has prepared policies as a selective tool to evaluate proposals from business and industry.

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

Section 1. Parcels within Desert Rise Industrial Park will be for sale only to companies that will make infrastructure and capital investments in buildings and equipment in a timely manner and not for price speculation.

Section 2. Sale of land within Desert Rise Industrial Park will be available under the following guidelines (amendments to policies are represented by track changes; new language in red and deleted language as ~~strikethrough~~):

Sale of land within the Desert Rise Industrial Park will be available under the following guidelines:

A. Lot sizes will be a minimum of two ~~five~~ acres.
B. The sales will be made to a buyer for a specific business which:
   1. Proposes to occupy the site;
   2. Has been in existence more than three ~~five~~ years at time of closing or has a financial statement and business plan satisfactory to the City;
   3. Purchasing company must be eligible to use the Greater Redmond Enterprise Program;
   4. Businesses occupying Desert Rise property shall pay an aggregate average wage greater than the most recently published Deschutes County average wage for covered employment as determined by

Oregon Employment Department; ~~Will create new jobs where fifty percent of employee wages will average greater than or equal to 150 percent Deschutes County average annual wage as defined at the time of closing and/or retains jobs in the community that would relocate elsewhere where fifty percent of employee wages will average greater than or equal to 150 percent Deschutes County average annual wage;~~

5. Employs ~~Creates~~ a minimum of 2 ~~5 new~~ full-time primary jobs per acre of land purchased; ~~s within the first year of occupancy;~~
~~6. Create the highest and best us of the property;~~
6. Follows the City's development standards; and the Desert Rise Industrial Park Covenants, Conditions and Restrictions (CC&R's) adopted by the City ~~of Redmond~~ on July 18, 2006 as amended; and
7. Start construction within one year of real estate closure. Occupancy and operation must occur within 18 months of obtaining a building permit.

C. The property cannot be further divided or leased without the consent of the City ~~of Redmond~~.
D. If sold to a public entity or not-for-profit organization, terms of this resolution can be waived if it is in the best interest of the City.
E. Additional requirements will be included in the conditions of sale and specific terms will be negotiated with each purchaser. These specific terms will be part of any purchase and sale contract and, where appropriate, will run with the real property sold.

Section 3. Amend first sentence of Section 5.2 Development Standards (Building Materials and Design) of the approved Desert Rise Industrial Park CC&Rs to clarify building construction materials as follows:

Buildings shall be constructed from a combination of tilt-up concrete, brick, concrete masonry units (CMU), metal, or ~~and~~ glass.

Section 4. This Resolution shall be effective September 22, 2020.

PASSED by the Redmond City Council and APPROVED by the Mayor this 22nd day of September 2020.

____
George Endicott, Mayor

ATTEST:

____
Kelly Morse, City Recorder

State of Oregon

County of Deschutes

This instrument was acknowledged before me this 22nd day of September 2020, by George Endicott, Mayor.

____
Kelly Morse, City Recorder

My commission expires 10/23/22

411 SW 9th St.
Redmond, OR 97756

CITY OF REDMOND

Mayor George Endicott

DATE: September 22, 2020
TO: Redmond City Council
FROM: Mayor George Endicott
RE: Mayor's Comments for September 22, 2020, Council Meeting

Over the past few months, the Redmond City Council has had many conversations and received a substantial amount of public testimony about diversity, transparency, and the need to reach out to minorities and similar populations within in our growing community to hold conversations about racism and inclusion – and how they experience Redmond.

On August 25, 2020, City Council voted 6-1 on a Proclamation Condemning Racism.

More recently, myself and the City Manager had conversations with School Superintendent Charan Kline and Redmond School District Board Chair Tim Carpenter about how to work together to pursue these important topics.

We learned there was some confusion on the relationship between the two efforts. At the City, we thought a joint task force would be formed. As you will see from my comments, the School District had a different interpretation, and will solely focus their task force on schools and youth education. The School District will create a 16-member Equity Task Force (likely in October 2020). The RSD Task Force is very school/organizationally focused (teachers, staff, etc.) and their actions will be very school specific as well. I have been appointed to be one of the 16 members.

Should we choose to establish one, our group will focus on citywide issues.

Based on these efforts and conversations, tonight I am proposing the following approach for the City.

- The City will consider creating a 12-member Ad Hoc Committee / Task Force on Equity; that will collaborate as needed with School District.
  Examples might be:
  - The identification of problem areas across the youth/adult boundary; or
  - How family dynamics might impact school children but also family units outside schools.

- The Superintendent and the City Manager will be speaking with the leader of the OSU Cascades DEI Lab about leading much of this work. One possibility is to have OSU conduct an immersion on the matter for both Task Forces at the front end of the process. The groups will then pursue their own workplans and share findings and actions as needed.
- The City Manager and I have already begun conversations with OSU about developing a scope of work and facilitating the City Task Force. We will present a draft to Council at a future meeting.
- At that time, I will also present my ideas for how to solicit interest and appoint people to our group.

At this time, I welcome any questions or your initial reaction to this proposal. We can continue this dialogue once more substantive information, such as a draft scope of work, is developed.