



CITY OF REDMOND

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

REVISED **CITY COUNCIL**

March 9, 2021
Council Chambers • 411 SW 9th Street

COUNCIL MEMBERS

George Endicott
Mayor

Jay Patrick
Council President

Jon Bullock
Councilor

Krisanna
Clark-Endicott
Councilor

Clifford Evelyn
Councilor

Ed Fitch
Councilor

Shannon
Wedding
Councilor

MARCH 9, 2021

REGULAR MEETING AGENDA

6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Pastor Jim Holm, City Center Church

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS FROM CITIZENS AT THE MEETING

A. Communications from Citizens

V. PROCLAMATIONS

A. Women's History Month

VI. PRESENTATIONS

A. Housing Works - Update on Redmond Affordable Housing Projects

B. 2021 Legislative Session Update

C. Long Term Rural Enterprise Zone (LTREZ) Agreement with S.A. Piazza & Associates LLC

D. Budget Baselines

VII. BID AWARDS / BID REJECTIONS

A. Contract Award to Anderson Perry & Associates Inc. for Water Pollution Control Facility Expansion Engineering Services, \$1,642,498 (WW2001)

VIII. ACTION ITEMS

A. Res. #2021-02 - A resolution amending certain development standards for the Declaration of Covenants, Conditions and Restrictions for Desert Rise Industrial Park.

IX. MAYOR'S COMMENTS

X. COUNCIL COMMENTS

A. Councilor Fitch Written Comments

XI. CITY MANAGER COMMENTS

XII. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

XIII. ADJOURN

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

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

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

From: [REDACTED]
To: [Public Testimony](#)
Subject: Jessie Hill School
Date: Tuesday, February 16, 2021 3:18:32 PM

* No Association *

[EXTERNAL]: This email originated from outside of the city. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Redmond city council; Due to technical issues I cannot attend virtually, however, the following is my concern;

There is a very good possibility Jessie Hill School will be demolished this Spring. According to Ann Malkin, chair of the Deschutes library board, if the library bond passes (and it did), "Redmond will get a stunning, new building... and it will be built on the existing site". That can only mean one thing and that would be a shame. Less than 25 years ago

taxpayers paid for a complete renovation of this 91 year-old school; the result is excellent. This building is now good for another 90 years and complements our old/new city hall just across the street. The library board and the city need to sit down once again and find a suitable location for a new library. I know this is not a simple endeavor but Jessie

Hill was saved once by community involvement and it can be done again. Our family has been in Central Oregon since 1973 when the current Chamber Building was our only library for about 4,000 citizens. Ardyce Swift, our librarian at that time, and her many volunteers helped us bring what we have now. The least we can do to honor their tireless

efforts is to keep what they worked so hard for and what a large chunk of our taxes accomplished. How about the old Redmond Gym site? I'm all for saving old buildings but that one is too far gone from what I hear. If we save the beautiful entrance, demolish the gym instead of Jessie Hill and build on the existing site, the current library can remain

open and downtown will be the better for it. Jessie Hill can perform other uses; the Redmond historical society is still looking for a new home...or a youth center is always welcome. Commercial options are even better; coffee house, bookstore, restaurant, brewpub, etc.

I attended both meetings the library board held in Redmond some time back regarding Redmond's library. All 56 residents were adamant about keeping the building intact but I don't think the library board thought we were serious. We are. Sure, Todd Dunkelberg, Deschutes County library director, told me that a final

decision will not be reached until after a March meeting with the architect and planners but if we wait till then to voice our concerns, it will be too late. A council statement emphasizing the importance of keeping this important and restored building would be most helpful. Thank you so much for considering this.

Sincerely,

Bill Groesz

[REDACTED]
Redmond

[REDACTED] text or call ok.

From: [REDACTED]
To: [Public Testimony](#)
Subject: Save Firemans Pond
Date: Wednesday, February 24, 2021 11:47:42 PM

No Association

[EXTERNAL]: This email originated from outside of the city. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi! My Name is Kaleb Lewis. I love to go fishing with my buddies Isaac, Colby & Brayden at Fireman's Pond since it is super accessible From around town. In the summer time, My friends and I went to the pond almost everyday. and we quickly realized how poorly managed the pond is, it smells like duck poop, it looks like duck poop and frankly the is very bad. The pond is SUPER shallow. and doesn't have many opportunities to catch fish. 99% of the fish that come out of the pond is bullhead catfish. every 1 out of 75 catfish you will catch is a 5 inch largemouth bass or a 3 inch bluegill. Anyways, We would like to ask if the city can make the pond a little deeper. Add some Real higher quality docks instead of huge jettys going straight out into the pond and keep a better look on the pond. I mean the pond has about 3 feet of duck poop sitting at the bottom. We want to keep fireman's pond looking clean and clear. we would love to start a fundraiser to help raise funds to get it to happen. I really love fishing there and would hate to see people not want to fish. This is the perfect opportunity to dig it deeper and have way more fun catching fish! the canals are off for a little while longer so right now would be the time to do it. no more waiting. lets get fireman's pond looking Clean and clear. thanks!

[REDACTED]

City of Redmond PROCLAMATION

A proclamation designating March 2021, as

WOMEN'S HISTORY MONTH

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Redmond, Oregon, hereby proclaims March 2021, as **WOMEN'S HISTORY MONTH** and encourages all citizens to join in this observance.

APPROVED by the City Council and **SIGNED** by the Mayor this 9th day of March 2021.

The City of Redmond, Oregon

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



We know the way home.

Presentation to
Redmond City
Council

January 2021



405 SW 6th Street
Redmond, Oregon
(541) 923-1018

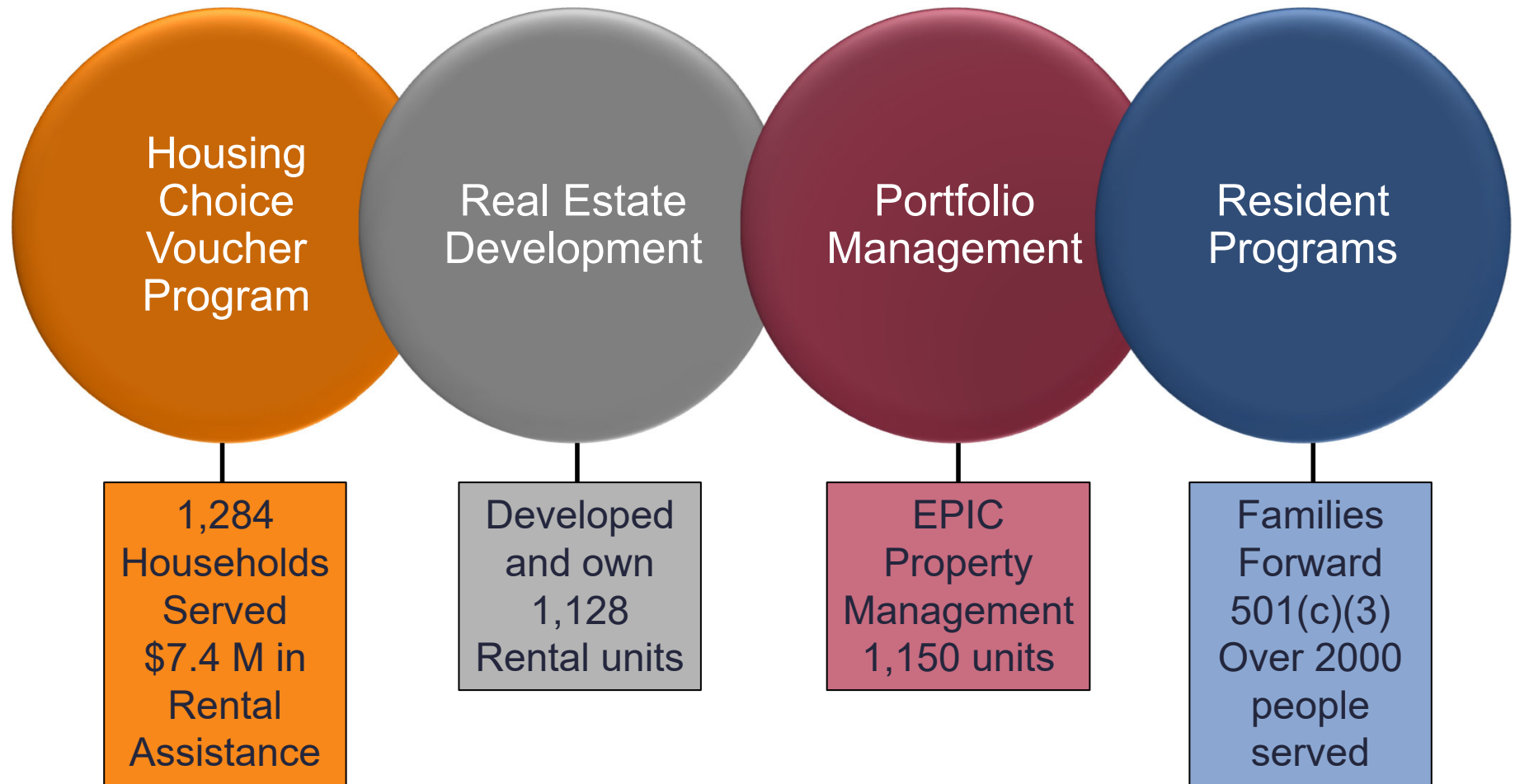
Downtown Redmond Office

Housing Works

- Central Oregon Regional Housing Authority (CORHA)- Re-Branded as Housing Works in 2006
- ORS 456 – Public Corporation
- Established in 1977 by Deschutes and Jefferson Counties, Crook County Joined in 2001
- We are one of the largest landlords in the region
- We help house about 2.5% of the households in the region



Our Core Program Centers



Housing Works' Impact in Redmond

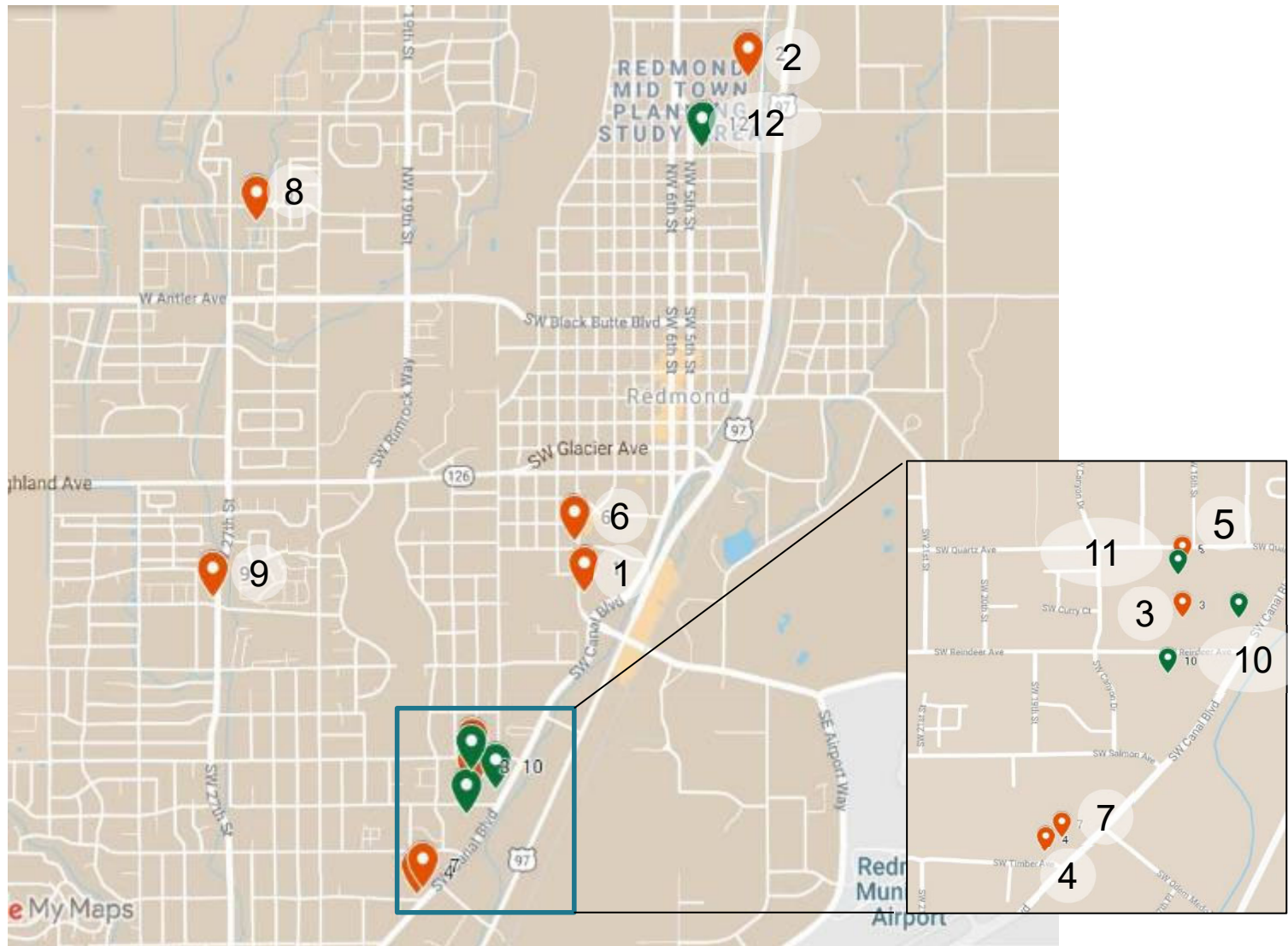
- Provides rental assistance for 383 low income households in the City of Redmond
- Owns and operates 261 affordable multifamily rental units.
- Another 47 multifamily units under development.
- Partner with more than a dozen non-profit/government entities to provide services to low income residents.



We know the way home.

Investing in Community

1. Cook Crossing
(47 Senior Units)
2. Aspen Villas
(40 family Units)
3. Reindeer Meadows
(50 Senior Units)
4. Barbara's Place
(6 Special Needs)
5. Quartz Apts.
(5 Special Needs)
6. Brentwood Manor
(8 Senior Units)
7. Spencer Court
(16 Senior Units)
8. Fairhaven Vista
(11 Family Units)
9. Independence Place
(2 Homeless Units)
10. Canyon Edge
(67 Family Units)
11. Liberty Lodge
(8 Special Needs)
12. Midtown Place
(47 Future Workforce)



Recently Opened -



Liberty Lodge

8 one-bedroom units for Intellectually/Developmentally Disabled residents

Just Opened ! Canyon Edge



- Workforce Housing
- 67 one, two- and three-bedroom units

Coming Soon!



Midtown Place - 47 Units of Works Force Housing

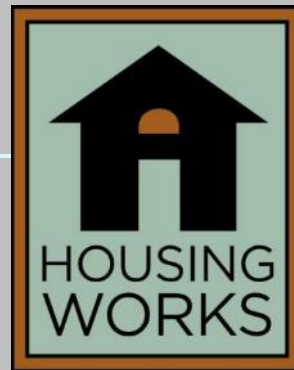
Construction Expected this Summer

Project Strongly Supported by Redmond Urban Renewal Funds



THANK YOU.

QUESTIONS?





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STAFF REPORT

DATE: March 9, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: Jon Stark
Jason Neff
SUBJECT: Long Term Rural Enterprise Zone (LTREZ) Agreement with S.A. Piazza & Associates LLC

Addresses Council Goal:

4. ECONOMIC DEVELOPMENT – Develop and maintain an environment that promotes and supports a strong, healthy and diverse economic base.

A. Help existing businesses within the city thrive and foster opportunities for new business and job growth.

ii. Work with REDI, Economic Development for Central Oregon, and other partners to facilitate new business development in Redmond.

B. Maintain Redmond's reputation as “the place to do business in Central Oregon”.

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

Report in Brief:

No action is being requested at the March 9, 2021 City Council meeting. Pending the presentation, action will be sought on March 16, 2021 which authorizes the City to enter into a Long Term Rural Enterprise Zone (LTREZ) agreement with S.A. Piazza & Associates, LLC (Company). The agreement allows S.A. Piazza & Associates a 15- year property tax exemption requiring necessary job creation, compensation requirements and investment.

Background:

All employment lands in the City of Redmond are part of the Greater Redmond Enterprise Zone (E-Zone). This program allows qualifying businesses and investments to receive a 100% abatement of property taxes associated with the assessed value of new qualifying capital improvements and equipment in exchange for new, traded-sector jobs {City of Redmond, City of Sisters, Deschutes County}.

Employee compensation, the number hired, and total investment for each project determine the eligible range of E-Zone abatements. This range can be from three (3) years, to five (5) years (known as the Extended program), to as many as (fifteen) 15 years, known as the LTREZ. The duration of the Extended program and the LTREZ is subject to zone sponsor approval via local agreement(s).

In the case of LTREZ, these agreements may include a fee that reflects the need to recover resources annually given the relationship between the impact of the development and the benefit received by the applicant.

The three-year abatements do not have a minimum average wage requirement. However, the Extended and for Redmond, LTREZ programs do require wages that are certified at 150% of Deschutes County average annual compensation (\$71,393/year).

Compensation variables include salary, overtime, profit sharing, medical insurance premiums, retirement contributions and other non-mandatory benefits. For the up to 5-year abatement program, only new jobs/jobs created need to meet total compensation criteria while all jobs for LTREZ must meet this requirement.

The LTREZ also requires a minimum investment of \$12.5 million in Redmond, the retention of existing (12 month average in Oregon) employment baseline and the creation of 50 new jobs.

Discussion:

REDI and City Staff have been working with this proposed project for nearly a year. The Company seeks to relocate from Clackamas County to Redmond on a 46-acre site owned by the Redmond School District. The site is located at the southeast corner of 9th and Antler.

The Company has submitted a Certification Application requesting this LTREZ agreement providing 15-year exemption on eligible property. To receive the 15-year property tax abatement, the Company has agreed to invest approximately \$40 million in taxable investments (newly constructed facility, new and transferred equipment) and to create the required 50 new jobs in addition to relocating their baseline of 64 jobs (114 total) to Redmond within the statutorily governed time period of 3 years from the date of occupancy.

The company will also pay an annual "Community Investment Fee" equal to \$618 per full-time equivalent jobs adjusted annually starting January 1, 2022 based on the Consumer Price Index noted in the agreement.

S.A. Piazza & Associates dba Wild Mike's Pizza, is a third generation frozen pizza manufacturer presently operating in the Portland Metro area. The Company's products are distributed to a large number of School Districts and grocery retailers across 46 states. The company has a significant growth trajectory requiring a larger, consolidated and more efficient production facility in a cost effective location.

The leadership team includes (but not limited to), President and CEO, Steve Piazza; COO Steven Piazza II; and CFO, David Lawrence.

If/when the Agreement is approved by Redmond City Council it will then go to the Deschutes Board of County Commissioners followed by the City of Sisters for approval as Co-Sponsors of the Zone.

Fiscal Impact:

Property Taxes

The estimated exempted property taxes, based on the FY 2020/21 millage rate and a \$40 million investment are as follows:

	Year 1	15 Year Total
County-Wide	\$728,044	\$12,997,024
City of Redmond	\$176,404	\$3,149,160*

* included in county-wide total

Without the Company's land purchase, relocation and investment here in Redmond, the City's current tax revenue from the property is zero as it is currently in public ownership. Importantly, the new payroll generated by this company's direct and indirect employment via local and regional suppliers is expected to generate additional future taxable investment which will benefit the City and other property taxing jurisdictions within Redmond's millage rate.

The actual exemption values will depend on actual investment, by year and associated property tax rates for that year.

Community Investment Fee(CIF)

City staff identified public safety as the intended service to which the CIF will be directed. Keeping public safety services (officers per thousand) at pace with population growth has been an identified goal for City Council and staff for many years. With the estimated cost to the General Fund for each new officer at around \$144,000 (salary, benefits, equipment), the ability to offset this through the CIF would free up an equal amount of General Fund dollars for other eligible services and investments.

The proposed CIF is calculated to be \$618 per job each year with an annual Consumer Price Index (CPI) escalator as

outlined in the agreement. \$618 was determined to be the per job rate for the CIF.

Using an initial job base of 114 total new jobs in Redmond, and applying the assumptions for the CPI using historical rates, the estimated CIF will be:

	Year 1	15 Year Total
CIF	\$70,456	\$1,204,436
CIF as a % of Property Tax Exemption:		
County-Wide	10%	9%
City of Redmond	40%	38%

Therefore, as the Company grows its employment in Redmond over the duration of the 15-year exemption, the CIF should underwrite public safety funding in excess of just one officer. The proposed CIF provides flexibility for the Company to make additional contributions as its success in the marketplace grows and additional employees are hired to meet demand.

Other Fiscal Impacts:

The City will also receive ancillary financial resources in the form of additional franchise fees from utilities used by the company, (i.e. electricity, natural gas), state-shared revenues from population growth and property taxes for land which is currently tax-exempt (in public ownership).

Alternative Courses of Action:

Alternative Courses of Action:

No action is being requested on March 9. On March 16, the alternative actions are:

1. Approve the Long Term Rural Enterprise Zone Agreement for S.A. Piazza & Associates, LLC.
2. Do not approve the Agreement
3. Request more information

Recommendation / Suggested Motion:

Recommended/Suggested Motion:

For March, 16, 2021:

"I move to approve the Long Term Rural Enterprise Zone Agreement for S.A. Piazza & Associates, LLC".

**GREATER REDMOND AREA ENTERPRISE ZONE
AGREEMENT FOR LONG-TERM RURAL ENTERPRISE ZONE ABATEMENT**

This agreement for Long-Term Rural Enterprise Zone Abatement ("Agreement") is executed by and among DESCHUTES COUNTY, OREGON, a political subdivision of the State of Oregon ("Deschutes County"), the CITY OF REDMOND, OREGON ("City of Redmond"), the CITY OF SISTERS, OREGON ("City of Sisters"), and S.A. PIAZZA & ASSOCIATES, LLC, an Oregon limited liability company, and GRAND DESIGN, LLC, an Oregon limited liability company (collectively "Piazza"), herein collectively referred to as "Parties".

RECITALS

Deschutes County, City of Redmond and City of Sisters are Sponsors of the Greater Redmond Area Enterprise Zone pursuant to the Oregon Enterprise Zone Act (ORS 285C.050 to 285C.250), and are collectively referred to herein as the "Zone Sponsors".

With the aid of tax incentives from the Zone Sponsors, Piazza, either directly or through an affiliate, intends to invest approximately \$40,000,000.00 in the Greater Redmond Area Enterprise Zone and to hire approximately 50 new employees related to the construction and operation of a new food processing facility on a parcel of land located at the southeast corner of 9th and Antler Streets, Redmond, with a projected place-in-service date of January 1, 2023.

Piazza has submitted an Oregon Enterprise Zone Certification Application under ORS 285C.403(1) and (2), which is currently pending.

Piazza must execute a first-source hiring agreement for the period of property tax exemption, pursuant to ORS 285C.215, regarding the new permanent jobs created in Deschutes County.

NOW THEREFORE, in recognition of the foregoing recitals, in consideration of the covenants contained herein, and in accordance with ORS 285C.400 through 285C.420, the Parties hereby agree as follows:

AGREEMENT

- 1. Exemption:** The Sponsors jointly acknowledge and agree that, upon timely submission by Piazza of an application for certification, and upon certification by the Sponsors and the Deschutes County Assessor, and conditioned upon the satisfaction of other requirements under ORS 285C.400 to 285C.420 and this Agreement, the Facility will be exempt from ad valorem property tax on the Facility as designated by the Assessor and as provided in ORS 285C.409(1). As defined in ORS 285C.400, as used herein "Facility" includes the land, real property improvements, and personal property including fixtures, furnishings, and equipment used in Piazza's business operations on the property. The property tax exemption granted by this Agreement will to the maximum extent

permitted by law exempt from all ad valorem property taxation on the real property improvements, personal improvements, and all tangible and intangible personal property (excluding land and pre-existing property, as set forth in ORS 285C.409(5)) comprising of installed, constructed, added or otherwise placed at the Facility, all as set forth in ORS 285C.409 and OAR 123-690-0100 and 123-690-6200.

2. **Terms of Exemption:** Pursuant to ORS 285C.409(1)(c), and conditioned upon the satisfaction of other continuing requirements under ORS 285C.400 to 285C.420 and this Agreement, the Facility (as defined in Section 1 above) will be considered for exemption from ad valorem property tax for a total of not more than 15 consecutive property tax years ("Exemption Period"), which shall commence as of the first tax year in which the Facility is in service as of the assessment date. For these purposes, "in service" is triggered upon issuance of a certificate of occupancy.
3. **Scope of Exemption:** Pursuant to ORS 285C.409(1)(a) and (b) and subject to determination(s) of the Assessor, and the provisions of Section 1 of this Agreement, Piazza will be entitled to exemption from ad valorem property tax with respect to all qualified property as defined in ORS 285C.180, whether leased or owned and whether tangible or intangible, of Piazza and used in connection with the development and construction of the Property.
4. **Obligations of Piazza:** Piazza will comply with the following conditions as authorized by ORS 285C.403(3)(c), which constitutes consideration for the extension of the exemption beyond seven years:
 - a. **Statutory and Administrative Rule Requirements:** Piazza agrees to comply with the requirements of ORS 285C.409 and 285C.412(3) as well as those provided in Oregon Administrative Rules (OAR) Chapter 123, Division 690, including:
 - i. **Minimum Facility Investment:** As provided in ORS 285C.412, by the end of the calendar year in which the Facility is placed in service, the total cost of the Facility will be approximately \$40,000,000, as determined in accordance with OAR 123-690-4000.
 - ii. **Minimum Employment:** Piazza will hire at least 50 new full-time employees at the Facility (as defined in Section 1 above) in addition to their current baseline of 64 employees by the end of the third calendar year following the year in which the Facility is placed in service, and will thereafter continue to employ not less than 114 full-time employees during the term of this Agreement, as determined in accordance with OAR 123-690-4200.
 - iii. **Minimum Employee Compensation:** Piazza agrees that the annual average compensation, based on payroll, for all employees at the Facility will be at least 150 percent of average wage in Deschutes County, as reported in the Oregon

Employment Department's Quarterly Census of Employment and Wages for all industries and ownerships for Deschutes County, as determined in accordance with OAR 123-690-4600. This requirement may be initially met in any year during the first five years after the year in which the Facility is placed in service, and thereafter is met if the annual average compensation for the year equals or exceeds 150 percent of the average wage for Deschutes County in the year in which the requirement was initially met, as determined in accordance with OAR 123-690-5000.

b. Community Service Fee Payments: Annual fee payments will be made to the City of Redmond for the purpose of offsetting the impact this project will have on the City of Redmond's targeted public safety staffing levels, as follows:

- i. Piazza must submit a certified true copy of its quarterly tax Forms 132 and annual Form W3 to Redmond Economic Development, Inc. ("Zone Manager") not later than 30 days after filing the form with the appropriate taxing authority. The Zone Manager will maintain these forms as confidential, except as necessary to report to the City of Redmond the number of full-time equivalent employees at the Facility.
- ii. The Zone Manager will send Piazza an invoice for the Community Service Fee, which must be paid to the City of Redmond within 30 days of Piazza's receipt of the invoice. The initial fee rate will be calculated on the basis of \$618 per full-time equivalent employee at the Facility.
- iii. The fee rate will be adjusted annually starting January 1, 2022, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), 12-month change calculated in November of the previous year. As an example, the November 2019 CPI-W was 250.644 relative to the November 2018 CPI-W of 245.933 resulting in a 1.92% increase on January 1, 2020. In no event will the CSF rate decrease from the previous year's rate.

c. Deadlines: Piazza must:

- i. Commence construction at the Facility by not later than twenty-four months following the Effective Date of this Agreement.
- ii. Obtain the Certificate of Occupancy for the Facility by not later than twenty four months after issuance of building permit(s) for the Facility and notify the Deschutes County Assessor within sixty (60) days of receiving the Facility's Certificate of Occupancy.

5. Obligations of Sponsors: The Zone Sponsors will comply with the following conditions:

- a. **Resolutions:** Within 30 days of the Effective Date (as that capitalized term is defined below), and subject to written confirmation of consent from the Assessor, the governing body of each Zone Sponsors will adopt resolutions approving and authorizing the execution of this Agreement. Such resolutions shall serve to approve the Facility for a property tax exemption under ORS 285C.409 and constitute the resolutions described in ORS 285C.403(3)(a).
 - b. **Certification:** Within 30 days of satisfaction of the criteria set forth under ORS 285C.403(3), Zone Sponsors and the Assessor will review, and if deemed appropriate and compliant, approve and countersign the application submitted by Piazza, thereby certifying Piazza as eligible for the property tax exemption contemplated by this Agreement.
 - c. **Tax Exemption:** Zone Sponsors hereby set the period of the property tax exemption for purposes of ORS 285C.409(1)(c) to be not more than 15 consecutive years commencing upon issuance of a certificate of occupancy.
 - d. **Sponsor Support:** Zone Sponsors will support Piazza's efforts to qualify for and obtain other incentives in connection with the Facility, including by promptly executing such letters or other documents of support as may be reasonably requested by Piazza, but Zone Sponsors make no warranty with respect to their ability to affect any outcome in such regards.
6. **Termination Rights:** Each party may terminate this Agreement as follows:
- a. **Piazza's Termination Right:** If any condition contained in this Agreement fails to be satisfied for any reason, Piazza may elect to terminate this Agreement by delivery of written notice thereof to each of the Zone Sponsors. Upon delivery of any such notice, this Agreement will be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the date of termination; provided, however, that the Zone Sponsors shall not have the right to seek recoupment of any abated ad valorem taxes for previous tax years upon termination of this Agreement.
 - b. **Sponsors' Termination Right:** If Piazza fails to make any payment required under this Agreement within 30 days of the due date of such payment, or fails to fulfill any applicable Statutory provision, Administrative Rule, or other obligation of this Agreement within 30 days of receiving written notice specifying the obligation that is in default, any Zone Sponsor may provide written notice of termination to Piazza. Such written notice must provide an additional 60-day period for Piazza to cure the default or deficiency prior to the termination date. Upon failure of Piazza to cure the default or deficiency by the termination date, this Agreement will be of no further force or effect, and no party will have any rights or obligations hereunder, except for obligations owing and unpaid on the date of termination, and all aspects

of the Facility will become subject to the usual ad valorem property tax; provided, however, that the Zone Sponsors shall not have the right to seek recoupment of any abated ad valorem taxes for previous tax years upon termination of this Agreement.

- c. **Mutual Termination Right:** The parties may terminate this Agreement at any time upon mutual written agreement of termination.

7. Miscellaneous Provisions:

- a. **Effective Date and Deadlines:** This Agreement shall become effective on the date at which it has been signed by all of the Parties. No party will be held to have failed to meet a deadline set forth in this Agreement if the failure is reasonably attributable to, arises out of, or results from causes beyond the reasonable control of the party, including without limitation by reason of actions of, business limitation (such as "stay at home" orders), or business closure orders by governmental or other regulatory authorities, acts of God (including flood, fire, pandemic, or acts of nature), emergency proclamations and restrictions by a governmental authority with jurisdiction, acts of terrorism, labor disturbance, wars, riots, or other civil disturbances.
- b. **Assignment:** Pizza may assign, upon written notice and authorization in the name of the assignee, its rights and obligations under this Agreement to a new entity only upon written consent of the Zone Sponsors (consent shall not be unreasonably withheld).
- c. **Amendment:** This Agreement may be amended only by a written document signed by all parties.
- d. **Waiver:** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- e. **Severability:** The parties agree that if any term of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term hereto to be invalid.
- f. **Governing Law:** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result of the laws of any other jurisdiction governing this agreement.

- g. **Venue:** Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, State or Federal court located in Deschutes County.
- h. **Attorney's Fees:** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United State Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements described in Oregon Rule of Civil Procedure (ORCP) 68A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- i. **Entire Agreement:** This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.
- j. **Signatures:** This Agreement may be signed in counterparts. A fax or electronic transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax- or electronic-transmitted signature page by delivering an original signature to the requesting party.

[signatures on next page]

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement in the date down below:

DESCHUTES COUNTY

Name:
Title:
Date:

ATTEST: _____
Name/Title:

CITY OF SISTERS

Name:
Title:
Date:

ATTEST: _____
Name/Title:

CITY OF REDMOND

Name:
Title:
Date:

ATTEST: _____
Name/Title:

S.A. PIAZZA & ASSOCIATES, LLC



Name: STEPHEN A. PIAZZA II
Title: VP/COO
Date: 3/5/2021

ATTEST: 
Name/Title: Mike Piazza V.P.

GRAND DESIGN, LLC



Name: STEPHEN A. PIAZZA II
Title: VP/COO
Date: 3/5/2021

ATTEST: 
Name/Title: Mike Piazza V.P.

CITY OF REDMOND

FY 21/22 Budget Baseline Overview



With a staff of 212 people, the City of Redmond provides a comprehensive set of public services.

The City is overseen by a seven-member City Council who receive additional input from approximately 10 full-time citizen advisory committees.

CITY SNAPSHOT

Total FTE	212
Represented	121
Non-Represented	91
Number of Funds	15
Total Operating Budget	\$55 million

THE YEAR AHEAD

FY 21/22 Baseline Overview



Business Resiliency/ Housing

(Housing, Property Assistance,
Business Assistance)



Infrastructure Maintenance

(Roads, Pipes, Parks)



New Major Infrastructure

(Airport, Water Supply,
Wastewater Treatment)



Be Strategic about our Future

(South 97 URD setup, New
Police Station Planning)



Employee Workload

(Staffing in Police, Parks,
Transportation, Central
Services & IT)

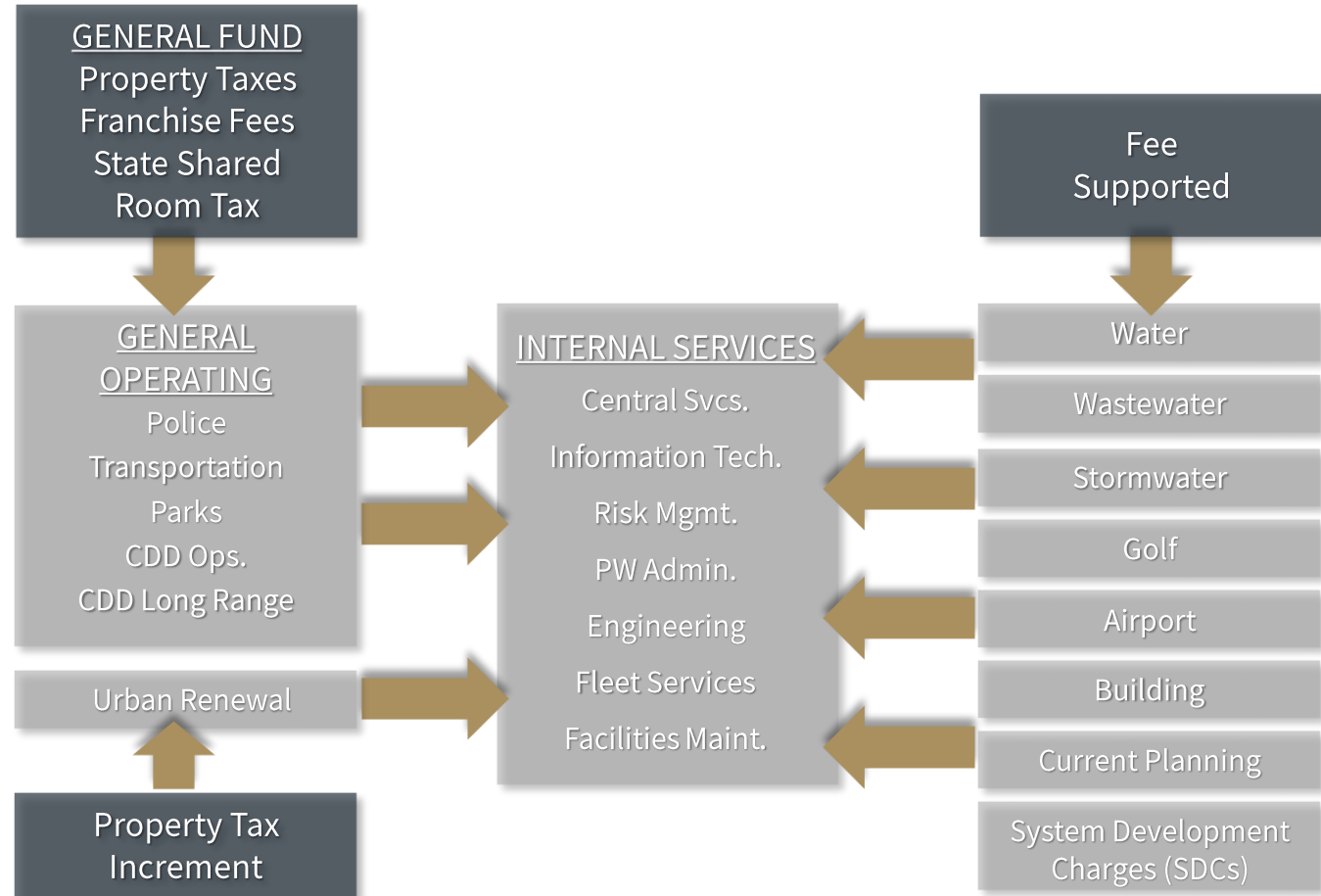


Be Fiscally Smart

Conservatively and
proactively manage
cash reserves and debt
portfolio



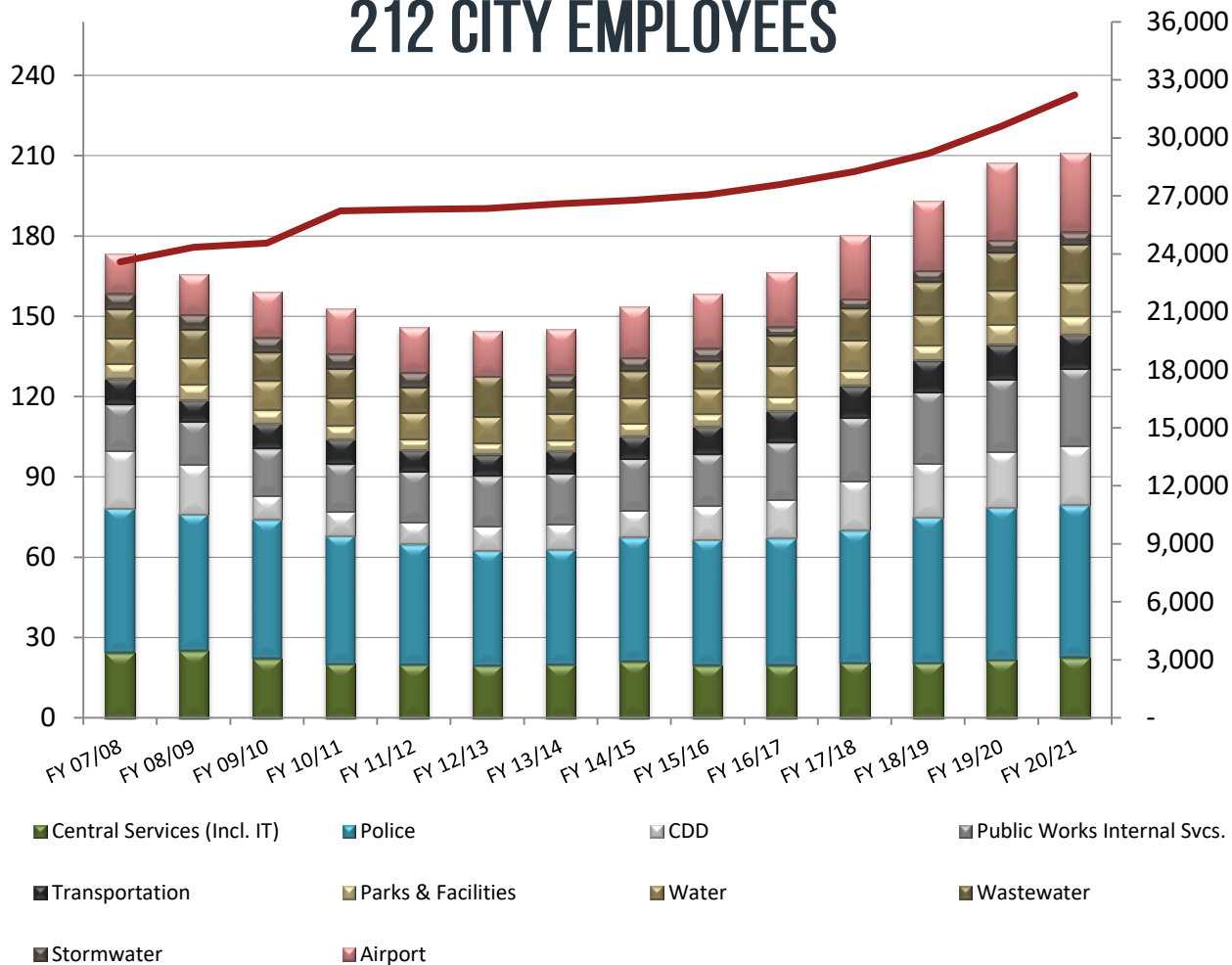
DEPARTMENT FUNDING / STRUCTURE





CITY SVCS./ POPULATION

212 CITY EMPLOYEES



DEPARTMENT POLICE

FY 21/22 Baseline Overview



OVERVIEW

The vision of the Redmond Police Department is to make Redmond the safest community in Oregon.

Violent crime rate increase
from previous year by: **4.3%** ↑

Property crime rate
decreased by **7.5%** ↓

Redmond crimes
per 1000 people **36.1 / 6.8%** ↓

DEPARTMENT SNAPSHOT

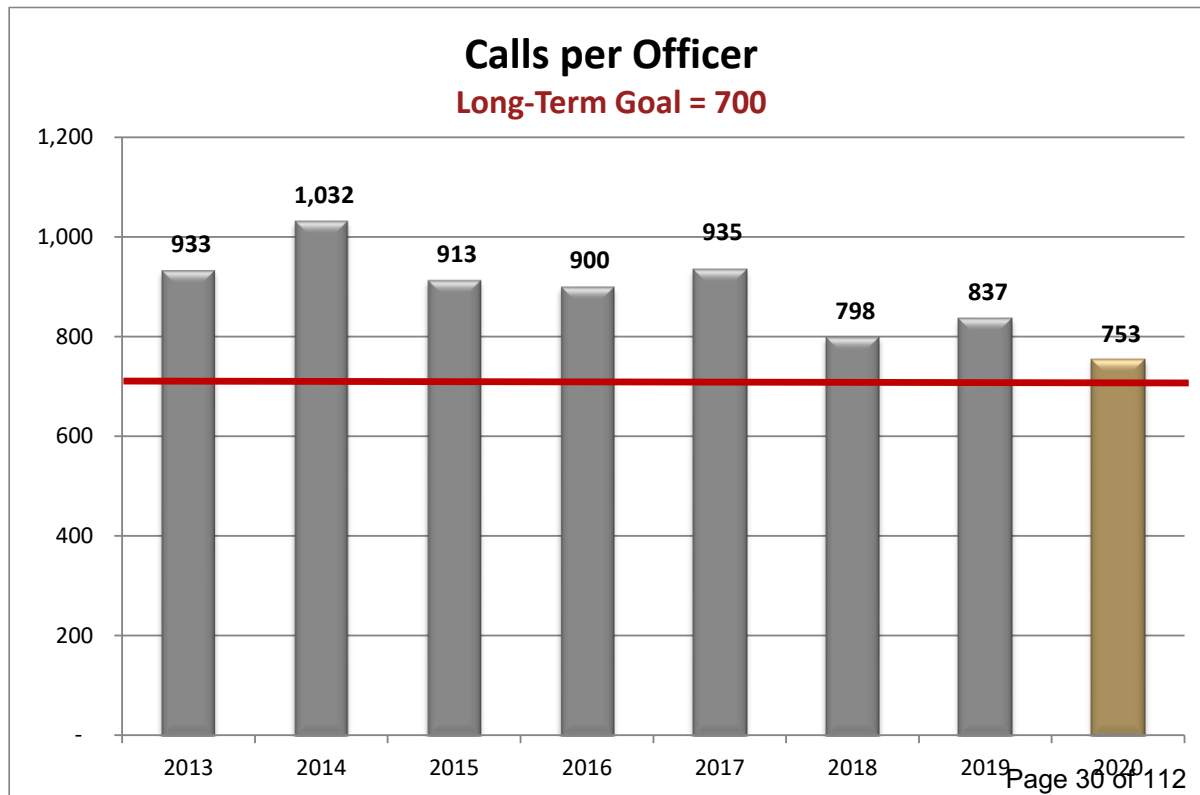
Department Head	Chief Dave Tarbet
Total FTE & PTE	58
Represented	51
Non-Represented	7
Total Operating Budget	\$10.6 million



KEY METRICS POLICE

FY 21/22 Baseline Overview

 **10%**



WORKPLAN POLICE

Efforts to meet the City Council Goals in FY 21/22



Crime reduction strategies

- Direct resources toward daily patrol duties, crime prevention efforts, and criminal investigations using data-driven law enforcement.
- Focus on long-term, chronic community concerns; i.e., mental health, illicit drugs, animal ordinances, etc.
- Increase traffic patrols, enforcement, community partnership (traffic safety working group), and public education to improve traffic safety.



Community Connection

- Outreach to community organizations, youth, schools, and other groups, and increase officer availability to residents.

WORKPLAN POLICE

Efforts to meet the City Council Goals in FY 21/22



Balance Officer Workload

- Recruit additional patrol officers and community service officers to fill vacant and new positions.
- Continued development of call load reduction strategies.
- Maintain regional partnerships with service providers to address homelessness.
- Address increase in mental health calls through partnerships with Deschutes County Behavioral Health and 911.



Maintain and Improve Operational Efficiency and Safety

- Pursue land acquisition and needs assessment for new Police Station.
- Build upon customer service to the community using data driven research.
- Continue further development of Officer Wellness Program.
- Avoid obsolescence of technology and police equipment.

DEPARTMENT COMMUNITY DEVELOPMENT

FY 21/22 Baseline Overview



The Community Development Department (CDD) supports the City Council in planning for and managing growth, creating great neighborhoods for strong communities, and supporting businesses and industry to thrive.

- **BUILDING & PERMITTING**
- **PLANNING & LAND USE**
- **URBAN RENEWAL**
- **CODE ENFORCEMENT**
- **HOUSING AND URBAN DEVELOPMENT**
- **BUSINESS LICENSES & SPECIAL EVENTS**

DEPARTMENT SNAPSHOT

Total FTE	22
Represented	0
Non-Represented	22
Total Operating Budget	\$4.1 million

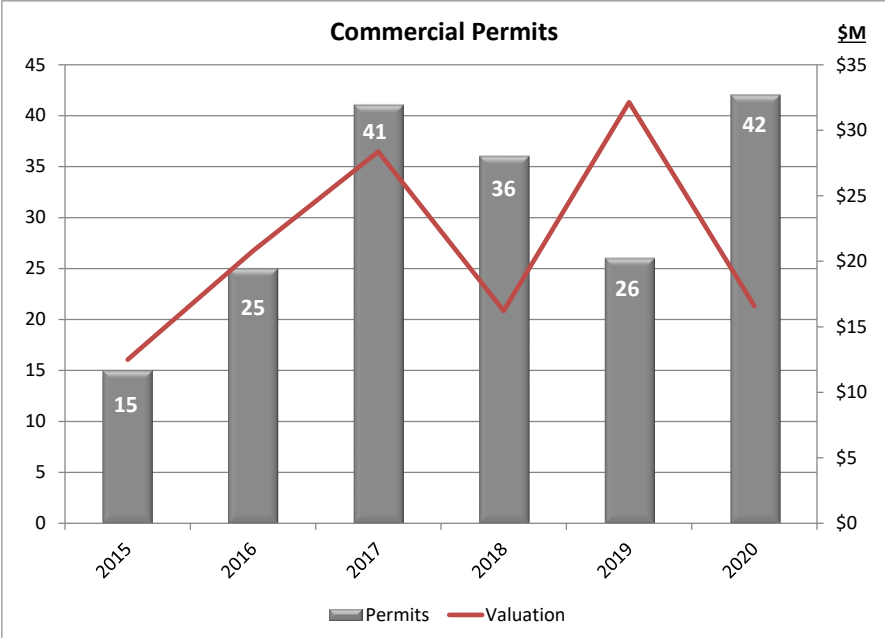
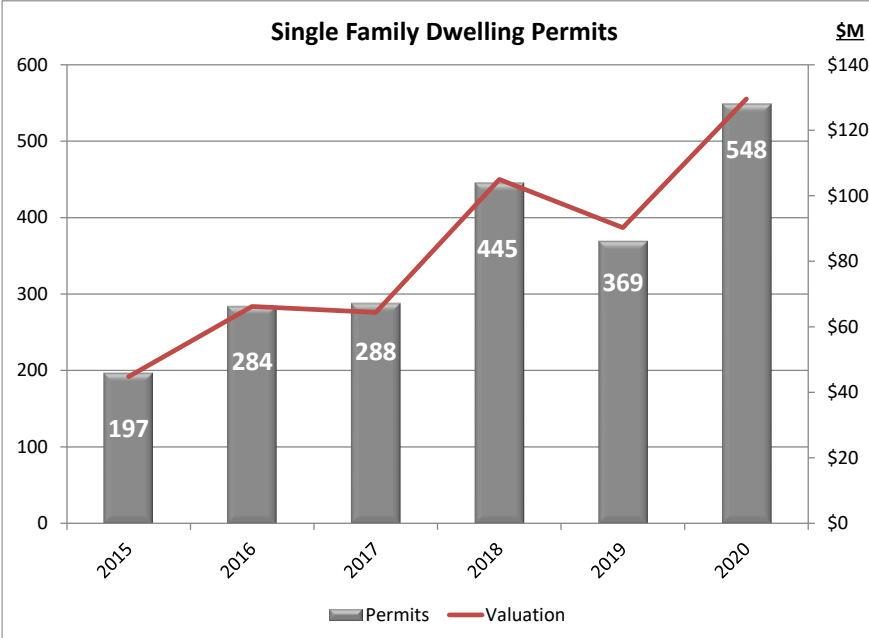
COMMITTEES / COMMISSIONS

ARTS	PLANNING COMMISSION
BIKE/PED	URBAN RENEWAL
LANDMARKS	HOUSING
NUISANCE APPEALS BOARD	

KEY METRICS COMMUNITY DEVELOPMENT



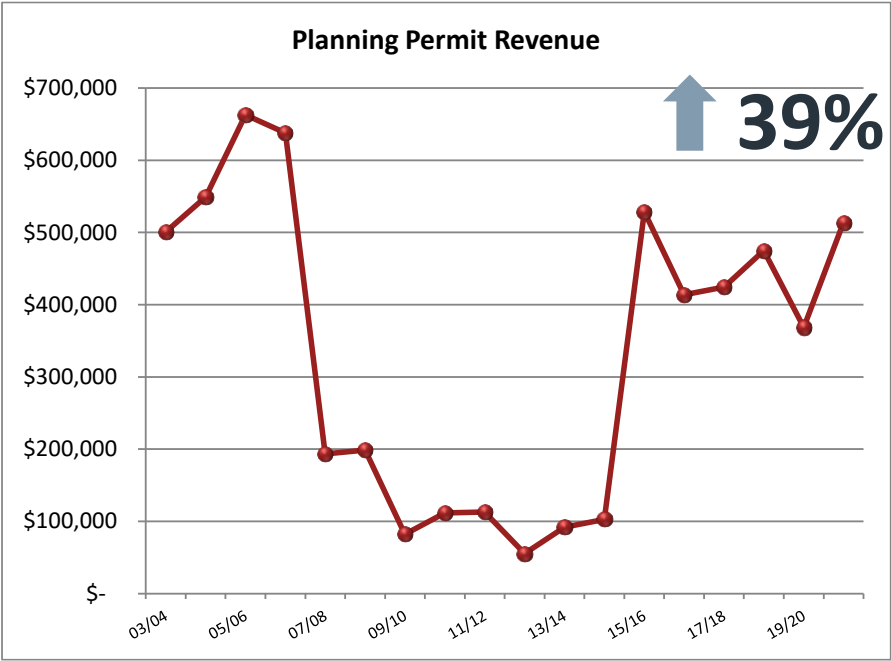
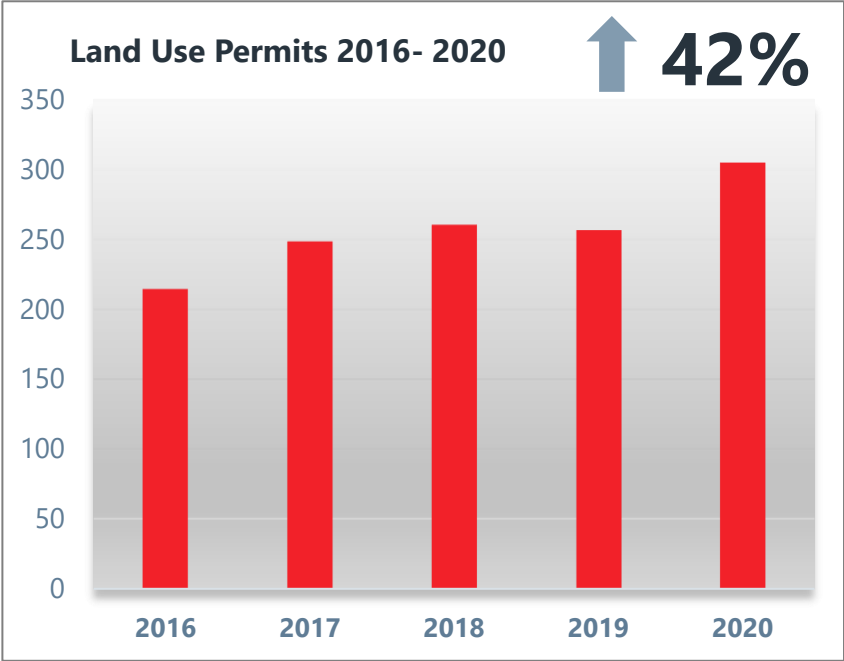
2020 BUILDING PERMIT TRENDS



KEY METRICS COMMUNITY DEVELOPMENT



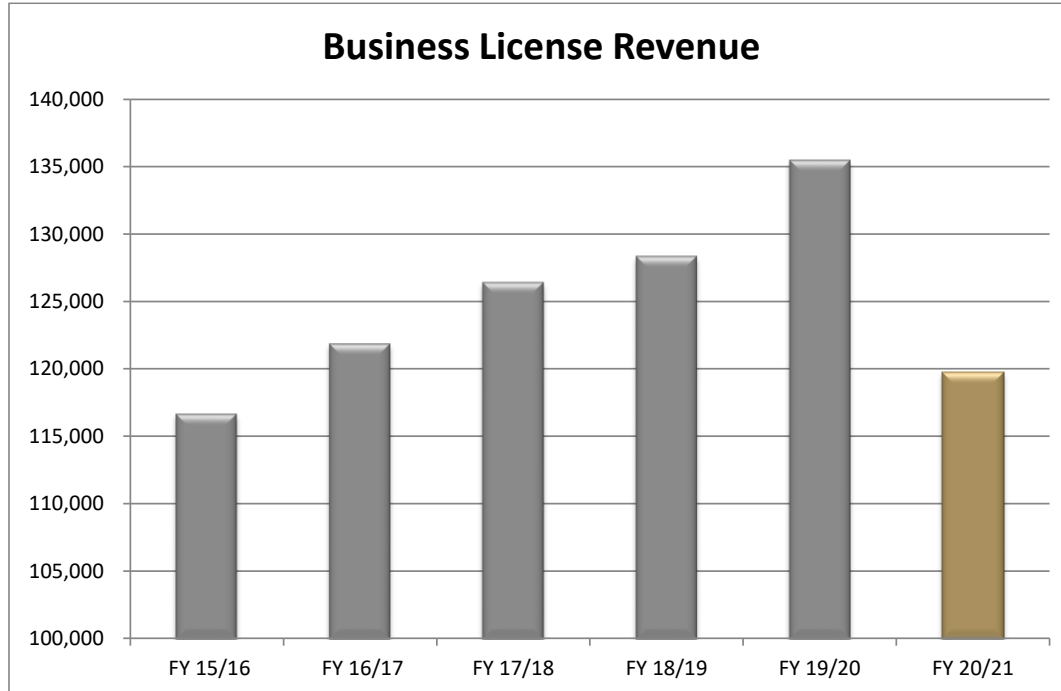
2020 PLANNING TRENDS



KEY METRICS COMMUNITY DEVELOPMENT



2016 - 2021 BUSINESS LICENSE TRENDS



↑ **16%**

In the last 4 years

↓ **12%**

Projected in 20/21

WORK PLAN CDD

Efforts to meet the City Council Goals in FY 21/22



Master Planning and Code Amendments – Develop Westside Area Plan (WRAP); address gaps in industrial lands; conduct Code Amendments to address: density tables, HB2001, parking in-lieu, signage and murals, and potential new industrial zone.



Skyline Village / HB 4079 Affordable Housing Pilot Project – Develop Request for Proposals and select a Master Developer.



Affordable Housing Programs & Policy – Develop programs, policies and strategies to assist in deploying incentives to encourage construction of a range of affordable housing types.



Conduct Policy Work Sessions on: Housing, Homelessness, Livability and City Code.

DEPARTMENT URBAN RENEWAL

FY 21/22 Baseline Overview



OVERVIEW

The Redmond Urban Renewal Agency (URA) implements Redmond's two Urban Renewal plans (Downtown and South 97). The purpose is to make strategic investments that leverage public and private partners through the deployment of tax increment financing.

DEPARTMENT SNAPSHOT

Program Manager	Chuck Arnold
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Total FTE*	2.5
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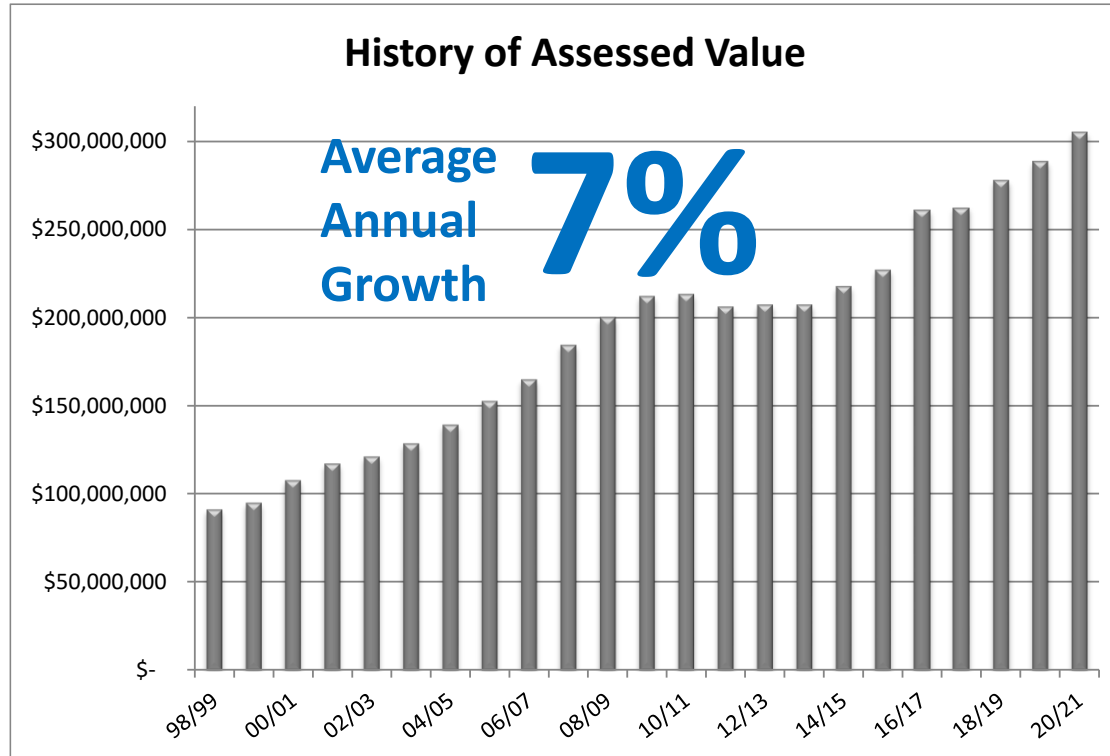
Total Budget	\$13.8 million
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* Contracts with the City's Community Development Department (CDD)

KEY METRICS URBAN RENEWAL



TAX BASE GROWTH – DOWNTOWN URBAN RENEWAL DISTRICT (DURD)



**\$21
MILLION**

**of DUR
Investments
since 2013 has
contributed to a
\$98 million increase
to tax base**

WORK PLAN URBAN RENEWAL

Efforts to meet the City Council Goals in FY 21/22



Develop funding programs, hire staff, and continue project planning for newly established South 97 Urban Renewal District.



Assist business and property owners in the URA through property assistance programs.



Seek partner to establish family friendly activity business.



Complete development of Midtown Place – affordable housing project at 5th and Greenwood.



Complete development of Fourth Street Parking Lot at SW Evergreen and 4th.



Complete land to structure analysis identifying additional opportunities for Missing Middle housing.

DEPARTMENT TRANSPORTATION

FY 21/22 Baseline Overview



OVERVIEW

The Transportation Division is responsible for providing and maintaining the public facilities necessary to allow drivers, cyclists and pedestrians to safely travel within city limits. Fleet Services Division and Public Works Administration are also within the Transportation Fund.

Pavement
Condition Index **83**

Vehicles & equipment
maintained by dept. **500**

DEPARTMENT SNAPSHOT

Department Head	Bill Duerden
Division Mgrs.	Brad Haynes Scott Gibson
Total FTE*	23
Represented	16
Non-Represented	7
Total Operating Budget	\$7.1 million

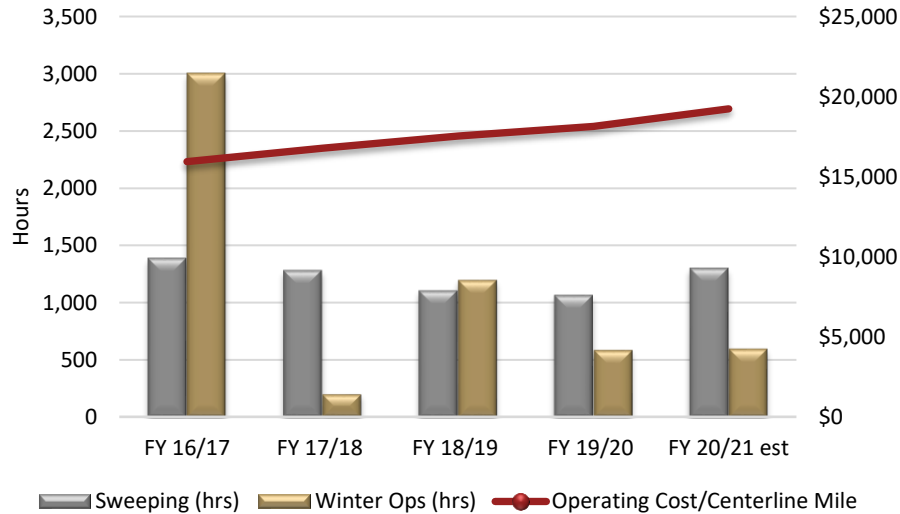
* Includes 4 FTE in Public Works Administration
Page 41 of 112

KEY METRICS TRANSPORTATION

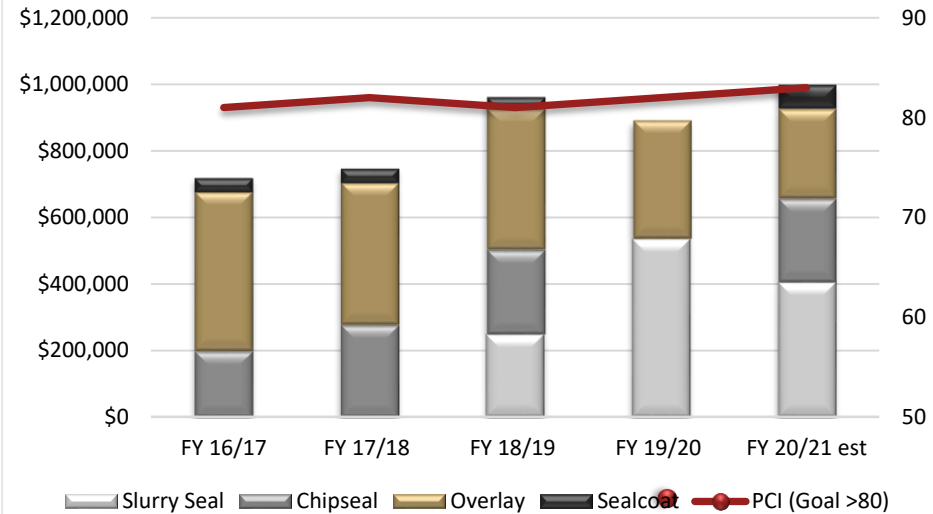
FY 21/22 Baseline Overview



Transportation Operations



Street System Maintenance



WORKPLAN TRANSPORTATION

Efforts to meet the City Council Goals in FY 21/22



- Maintain existing infrastructure. Valued at more than \$150 million, the street network is one of the City's largest and most used assets.
- Invest in infrastructure improvements that add value to our existing assets.
- Plan for future growth. Coordinate with ODOT and other partners on planning efforts such as the Quarry Interchange and improvements to the South Highway 97 corridor. Review existing SDCs against updated Transportation System Plan.
- Focus on community pride and safety. Support for community events and proactively address traffic safety concerns throughout the city.

DEPARTMENT PARKS & FACILITIES

FY 21/22 Baseline Overview



OVERVIEW

The Parks and Facilities Division develops and maintains the City's park system comprised of 26 developed parks, 3.8 miles of Dry Canyon Trail, 12 flush restrooms, more than 285 acres of undeveloped open space, and manages more than 150,000 square feet of facilities.

MAINTAINS

26 Developed Parks
285 Acres Open Space
20-Acre Cemetery
10 Public Facilities
700 Trees

DEPARTMENT SNAPSHOT

Department Head	Bill Duerden
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Division Mgr.	Annie McVay
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Total FTE	15
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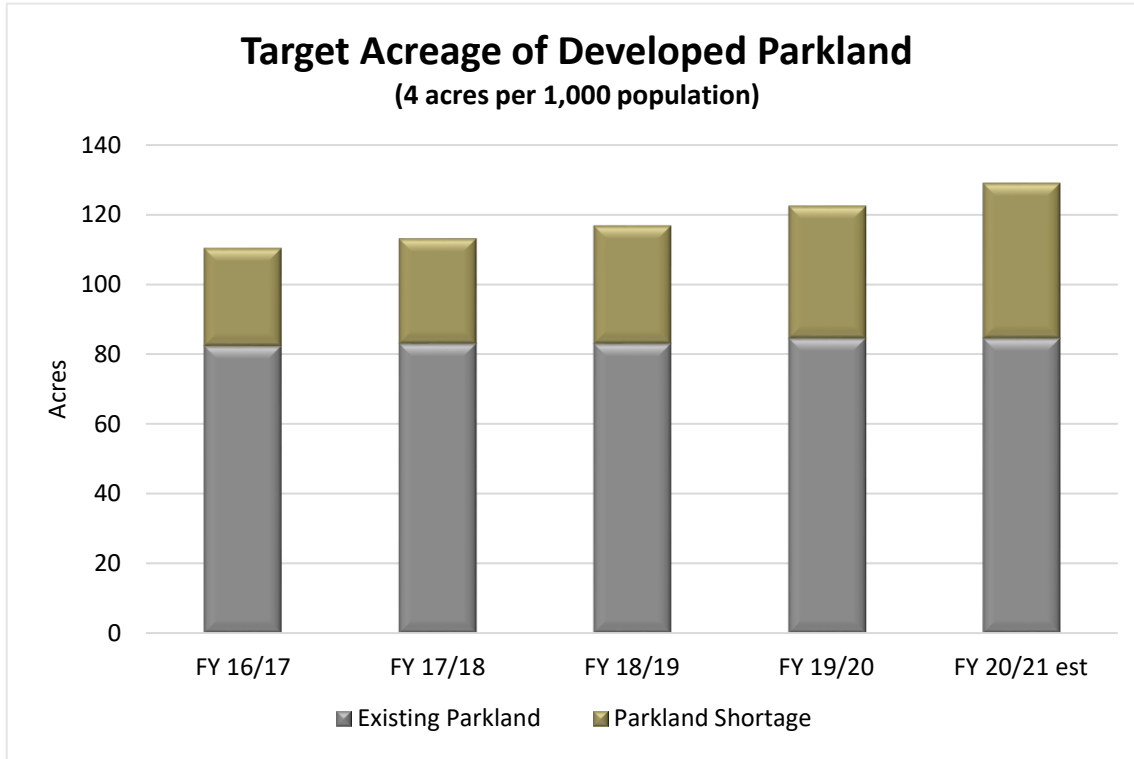
Represented	12
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Non-Represented	3
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Total Operating Budget	\$3.0 million
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KEY METRICS PARKS & FACILITIES

FY 21/22 Baseline Overview



WORKPLAN PARKS & FACILITIES

Efforts to meet the City Council Goals in FY 21/22



Continued focus on preserving and enhancing existing park assets.



Pursue acquisition and development of additional park land to achieve level of service goals.



Engage community stakeholders during planning processes to ensure park improvements meet the user needs.



Continue to develop a formal and proactive facilities maintenance program.

DEPARTMENT WATER

FY 21/22 Baseline Overview



OVERVIEW

The Water Division maintains and operates the City’s seven potable water wells, six reservoirs and 185 miles of distribution piping to deliver high quality water to residential, commercial and industrial customers.

12,200
Water Accounts

24 Miles

Steel water mains
needing replacement

DEPARTMENT SNAPSHOT

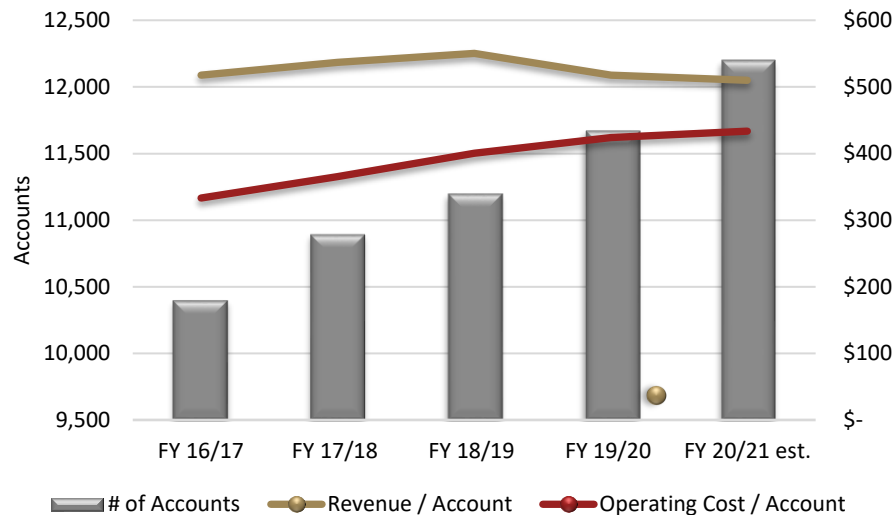
Department Head	Bill Duerden
Division Mgr.	Josh Wedding
Total FTE	11.5
Represented	9.5
Non-Represented	2
Total Operating Budget	\$5.3 million



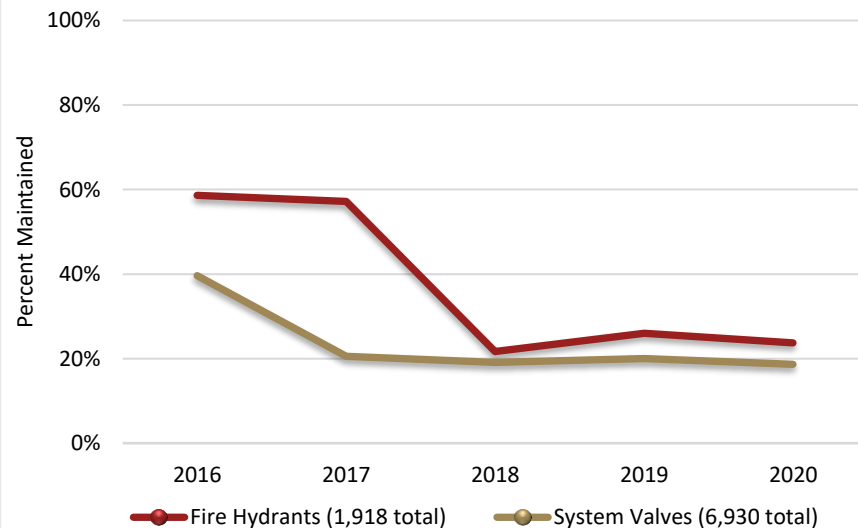
KEY METRICS WATER

FY 21/22 Baseline Overview

Water Operations



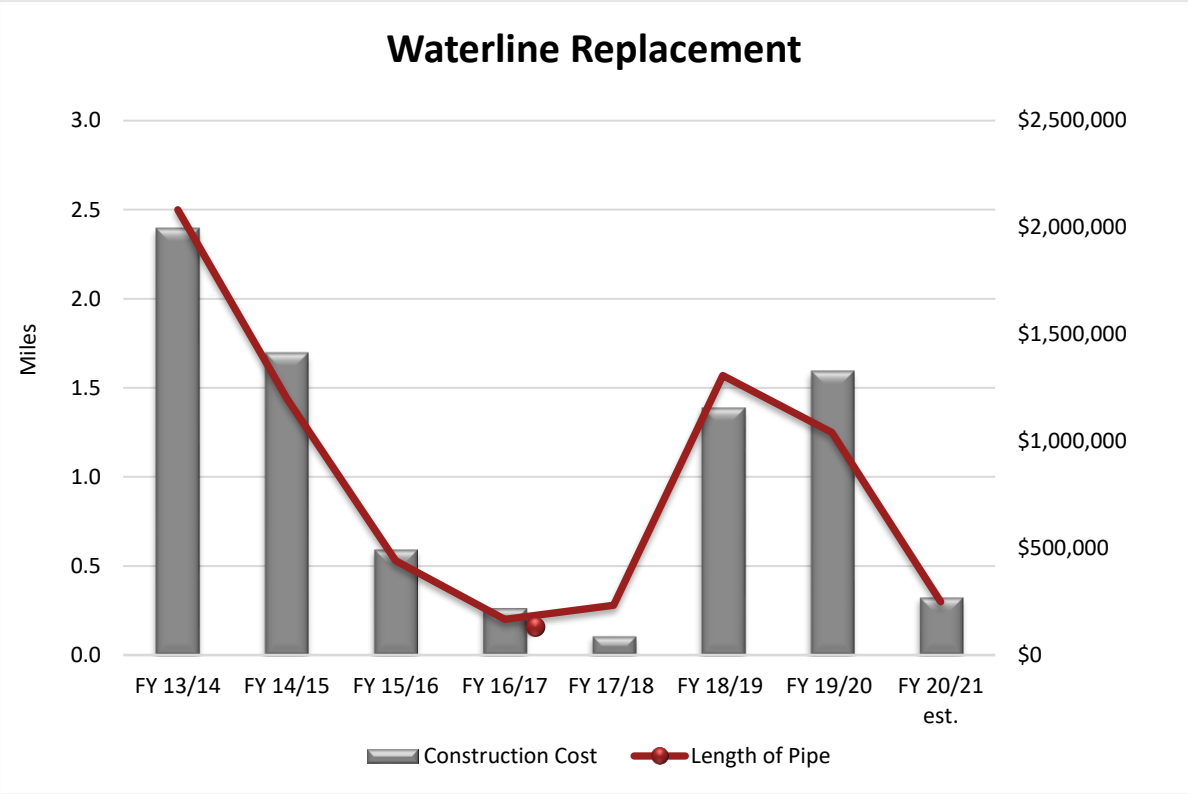
Distribution System Maintenance





KEY METRICS WATER

FY 21/22 Baseline Overview



24
MILES

of steel pipe currently
exceeds life expectancy,
and is in need of
replacement

WORKPLAN WATER



Efforts to meet the City Council Goals in FY 21/22



Invest in existing infrastructure. Focus on aging mains, pumps and well infrastructure to build resiliency and reliability.



Emphasize preventative maintenance through focused efforts on a valve and fire hydrant program.



Complete replacement program for the Advanced Metering Infrastructure (AMI) system and its automated meter readers. Currently in last phase of project with about 7,500 of 9,000 meters replaced.



New infrastructure development required to keep pace with growth and to support southern residential and industrial areas. Update the Capital Improvement Plan (CIP) and SDCs as appropriate.

DEPARTMENT WASTEWATER

FY 21/22 Baseline Overview



The Wastewater Division maintains and operates the Wastewater Treatment Facility and collection piping system. This treatment system is responsible for the safe conveyance of the City's industrial, commercial and residential wastewater, protecting the environment and human health.

1,000,000,000
Gallons
Treated Annually

154 Miles
Collection Piping
Maintained

DEPARTMENT SNAPSHOT

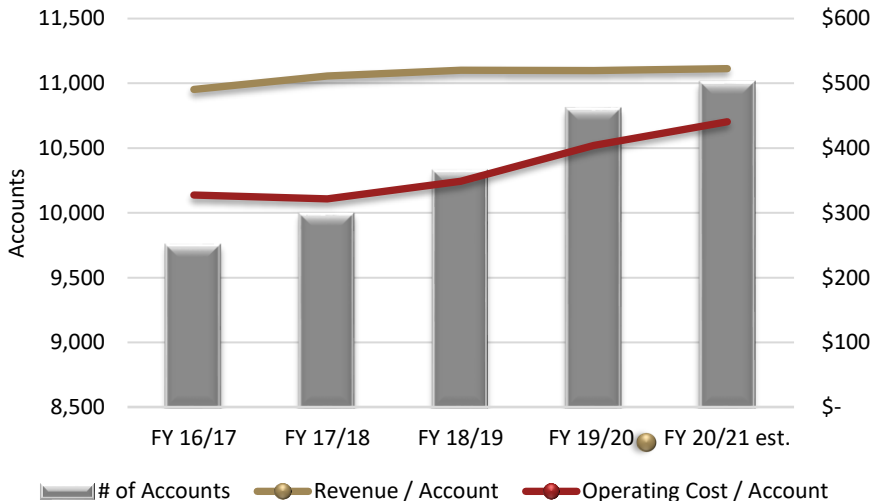
Department Head	Bill Duerden
Division Mgr.	Ryan Kirchner
Total FTE	14.42
Represented	10.17
Non-Represented	4.25
Total Operating Budget	\$4.8 million



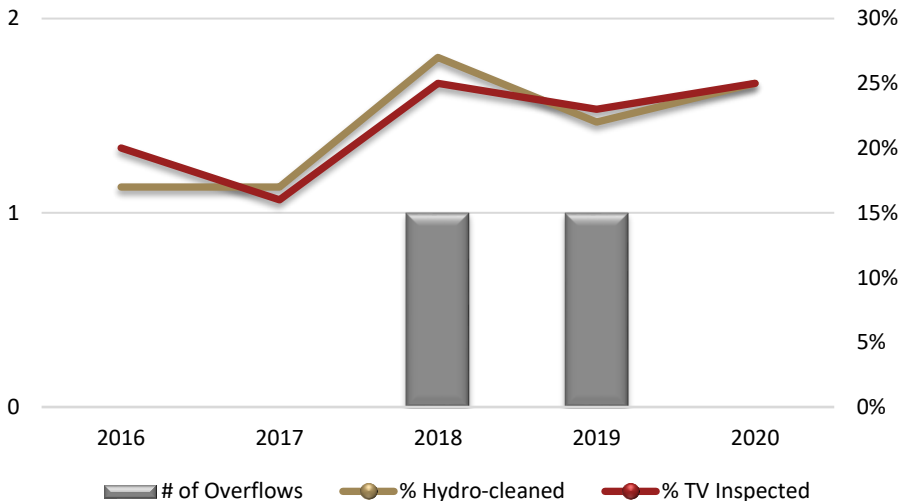
KEY METRICS WASTEWATER

FY 21/22 Budget Baseline Overview

Wastewater Operations



Collection System Maintenance



WORKPLAN WASTEWATER

Efforts to meet the City Council Goals in FY 21/22



Maintain existing infrastructure through proactive inspection and preventative maintenance.



Begin design phase of treatment plant expansion to stay ahead of growth. Update CIP and adjust SDCs as appropriate.



Invest in collection system to meet the City's growing needs and remain consistent with public health standards.

DEPARTMENT STORMWATER

FY 21/22 Baseline Overview



The Stormwater Fund provides resources to manage both the quantity and quality of stormwater runoff from public facilities in order to prevent local flooding and protect the quality of groundwater supplies. This is accomplished through operation/maintenance of 1,960 drywells and drill holes, 4,100 catch basins, 40 miles of pipe, and street sweeping 321 lane miles of city streets.

DEPARTMENT SNAPSHOT

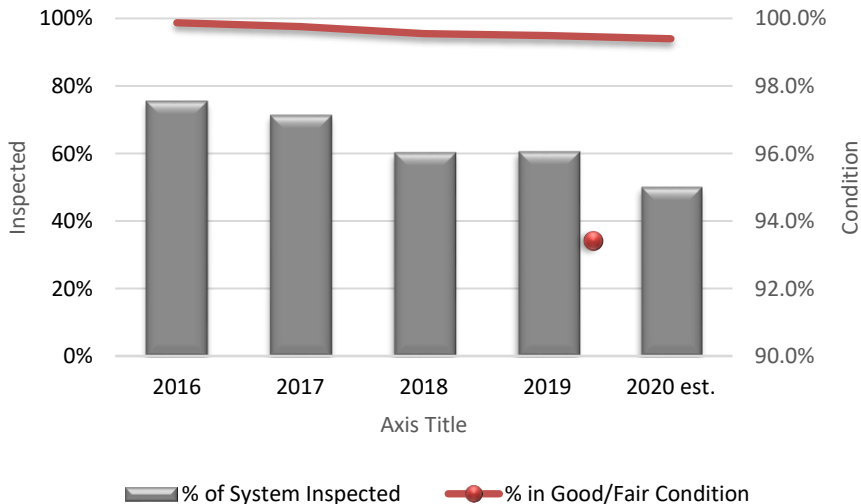
Department Head	Bill Duerden
Division Mgr.	Ryan Kirchner
Total FTE	4.58
Represented	3.33
Non-Represented	1.25
Total Operating Budget	\$ 1.1 million



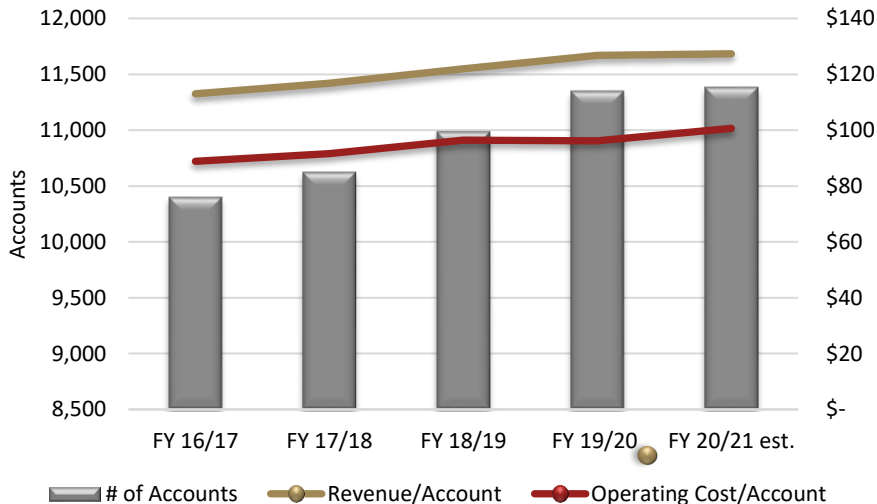
KEY METRICS STORMWATER

FY 21/22 Budget Baseline Overview

System Inspection and Condition



Stormwater Operations



WORKPLAN STORMWATER

Efforts to meet the City Council Goals in FY 21/22



Work with stakeholders to clarify residential lot stormwater retention requirements to avoid excessive post-development flooding.



Monitor drywell and drill hole infiltration rates to determine timing of replacement.



Invest in stormwater system improvement projects to address areas with legacy flooding issues.

DEPARTMENT ENGINEERING

FY 21/22 Baseline Overview



OVERVIEW

The Engineering Department:

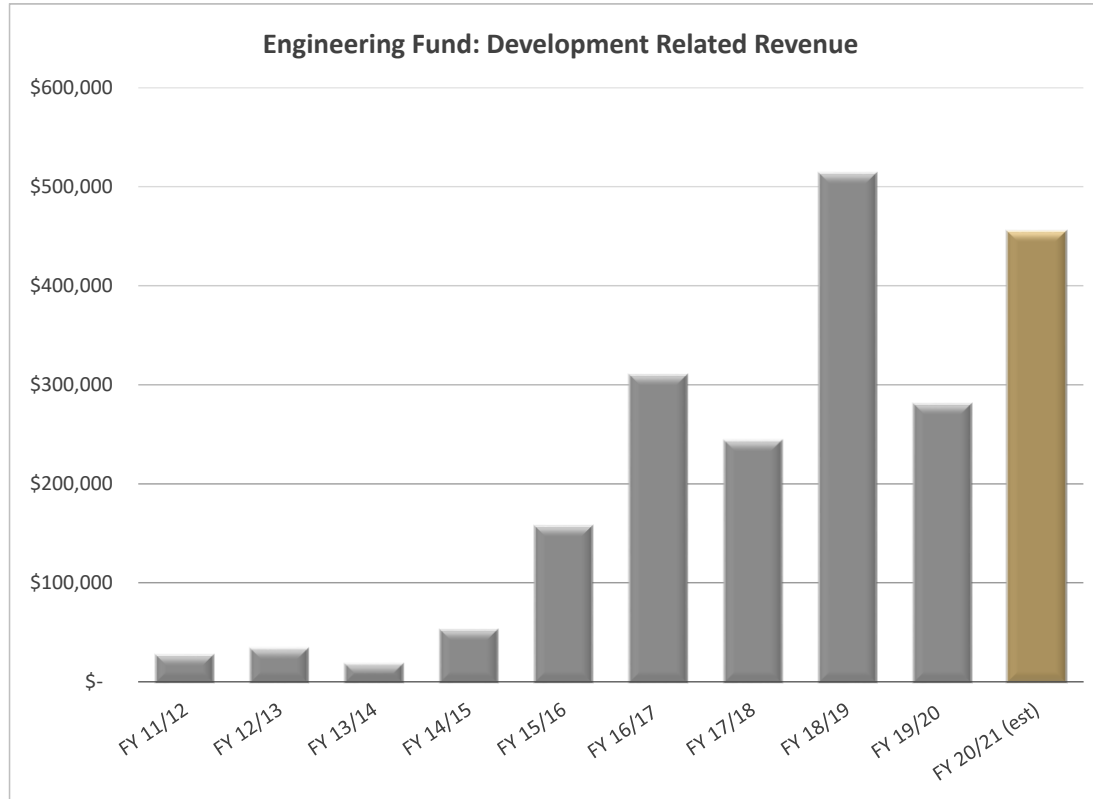
- Plans, designs and manages construction of capital improvement projects
- Reviews private development proposals, public infrastructure construction plans and inspects infrastructure construction
- Provides a geographic information system that links map, property data and infrastructure details

DEPARTMENT SNAPSHOT

Department Head	Mike Caccavano
Total FTE	10.5
Represented	4.0
Non-Represented	6.5
Total Operating Budget	\$1.7 million

KEY METRICS ENGINEERING

FY 21/22 Baseline Overview



WORKPLAN ENGINEERING

Efforts to meet the City Council Goals in FY 21/22



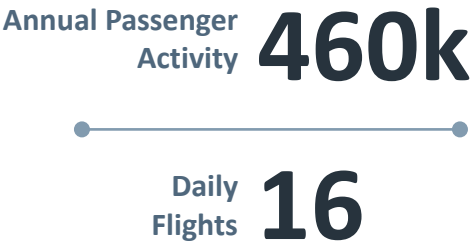
- Work with ODOT on preliminary design and funding of the South Redmond US 97 Corridor Improvements.
- Complete the S. Redmond Water Facility and oversee design of the Water Pollution Control Facility Upgrade to enhance the City's infrastructure and position the City to accommodate growth.
- Promote quality development by reviewing development proposals and construction plans to ensure they are served by infrastructure and construct "to and through" improvements.
- Plan and construct accessibility improvements to meet the ADA Transition Plan. Plan, design and construct pedestrian and cycling improvements including sidewalk connections, Quiet Streets and multi-use paths.

DEPARTMENT AIRPORT

FY 21/22 Baseline Overview



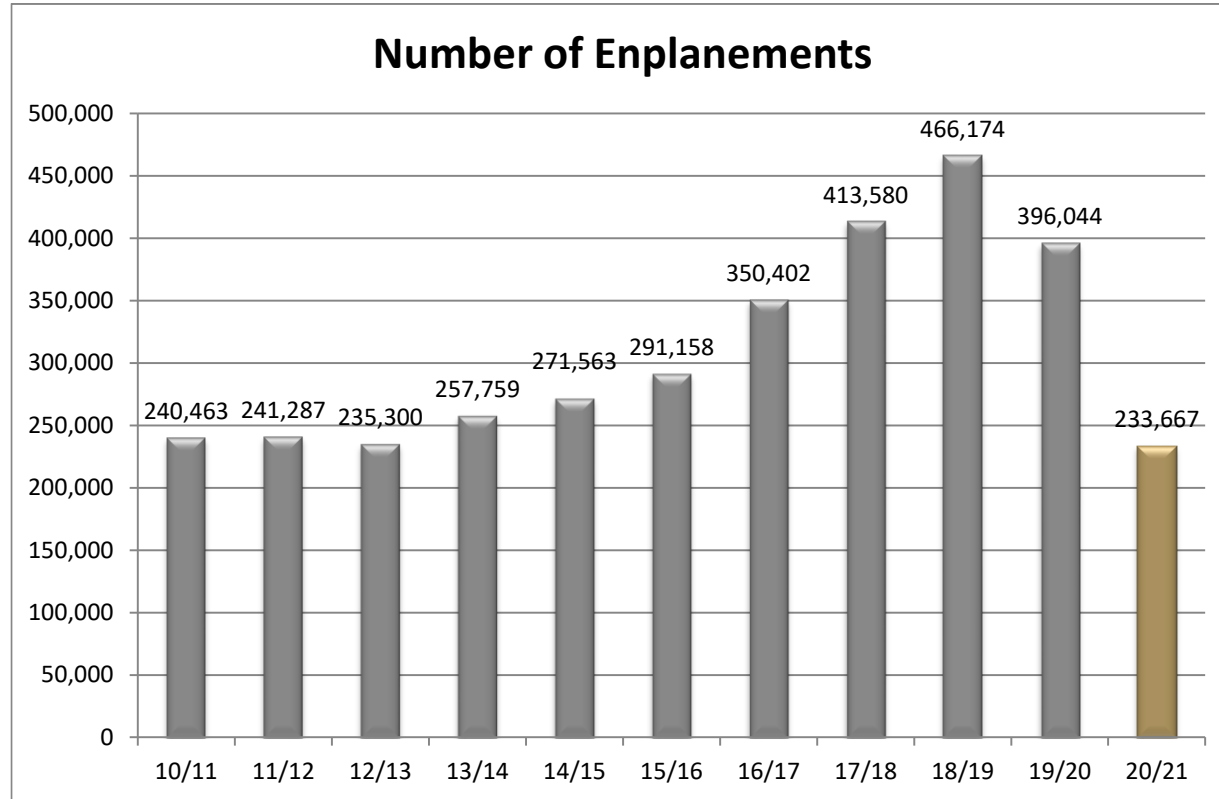
Redmond Municipal Airport serves as Central Oregon’s premier aviation facility. The Airport Fund provides resources for operations and capital improvements. This self-supporting fund does not receive local taxes above and beyond fees paid by airport and airfield users.



DEPARTMENT SNAPSHOT	
Department Head	Zachary Bass
Total FTE	29.5
Represented	16.0
Non-Represented	13.5
Total Operating Budget	\$8.5 million

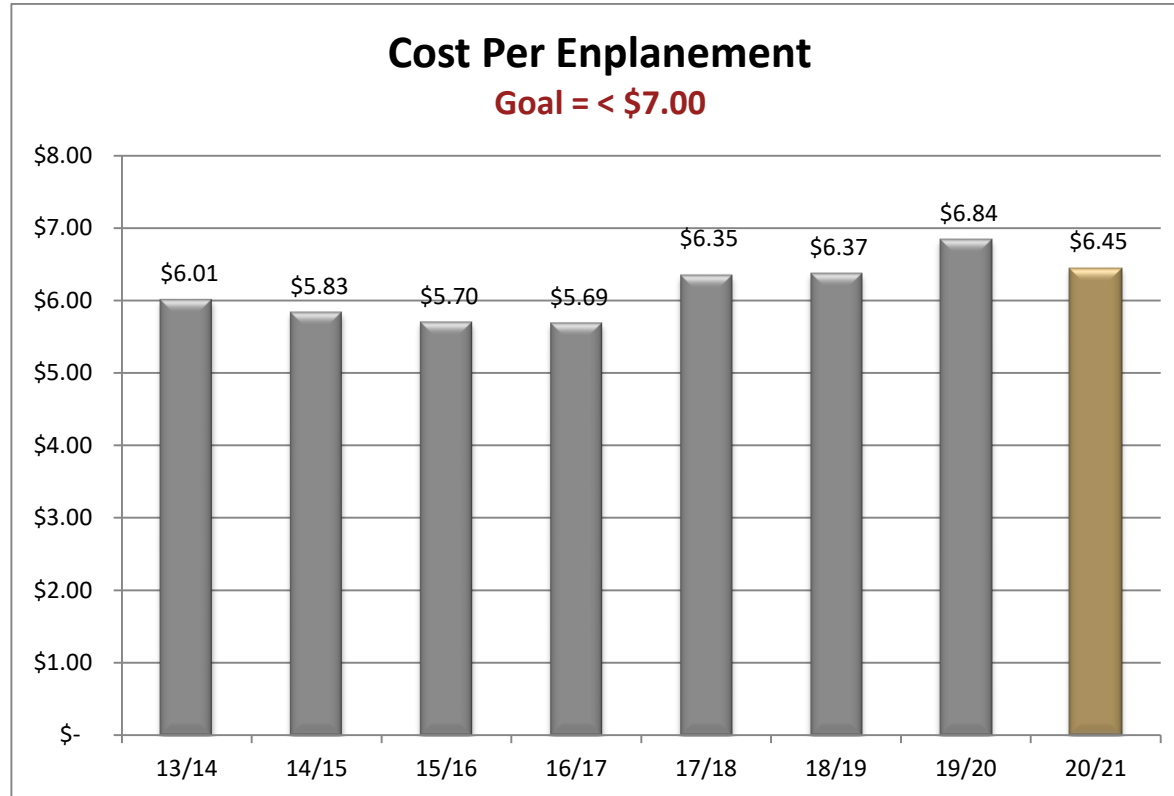
KEY METRICS AIRPORT

FY 21/22 Baseline Overview



KEY METRICS AIRPORT

FY 21/22 Baseline Overview



WORKPLAN AIRPORT



Efforts to meet the City Council Goals in FY 21/22

-  Pursue State, FAA, and other funding for development, expansion and preservation of the Airport's physical facilities. Successfully obtain federal funding for the reconstruction of Taxiway Foxtrot and the upcoming major Terminal Expansion.
-  Update leasing strategy to attract more development on Airport managed property.
-  Participate in the Central Oregon Air Service Team (COAST) to market the airport and the region to attract additional air service.

WORKPLAN AIRPORT

Efforts to meet the City Council Goals in FY 21/22



Plan for physical improvements to airport facilities, increase amenities and enhance the customer experience.



Work with regional economic development and tourism partners to create a sustainable air service development funding strategy that provides resources necessary to expand commercial air service.



Continue to market the airport as an asset to commercial aviation businesses other than passenger carriers.

DEPARTMENT GOLF

FY 21/22 Baseline Overview



The Golf Fund provides for the operations of the City-owned Juniper Golf Course which consists of an 18-hole championship course, practice facilities, golf shop, restaurant and special events venue. The fund covers the consolidated operating budget for the course and facility, fees for the management company, ongoing capital maintenance and the annual \$408,000 debt service payment associated with the original construction of the facility.

FUND SNAPSHOT

Management	CourseCo Inc.
Total Employees	9+ <i>seasonal</i>
Staff Liaison	Annie McVay
Total Operating Budget	\$2.0 million

THE PROPERTY 174 ACRES



GENESIS OF THE GOLF COURSE

FORMER LOCATION: **AIRPORT**
OWNED LAND
BUILT: **2005**
COST: **\$6.7M**



LAND STRUCTURE

USE AGREEMENT WITH
BUR. OF LAND MANAGEMENT:
PATENT REQUIRES
RECREATIONAL ONLY



FINANCIAL OBLIGATIONS/STATUS

DEBT SERVICE: **\$408,000**
MATURITY DATE: **2033**
5-YR. CAPITAL MAINT.
NEEDS: **\$600,000**

JUNIPER USAGE



JUNIPER GOLF COURSE

THE VIEW RESTAURANT

GOLF; COMMUNITY

MEETING SPACE; SPECIAL

EVENTS

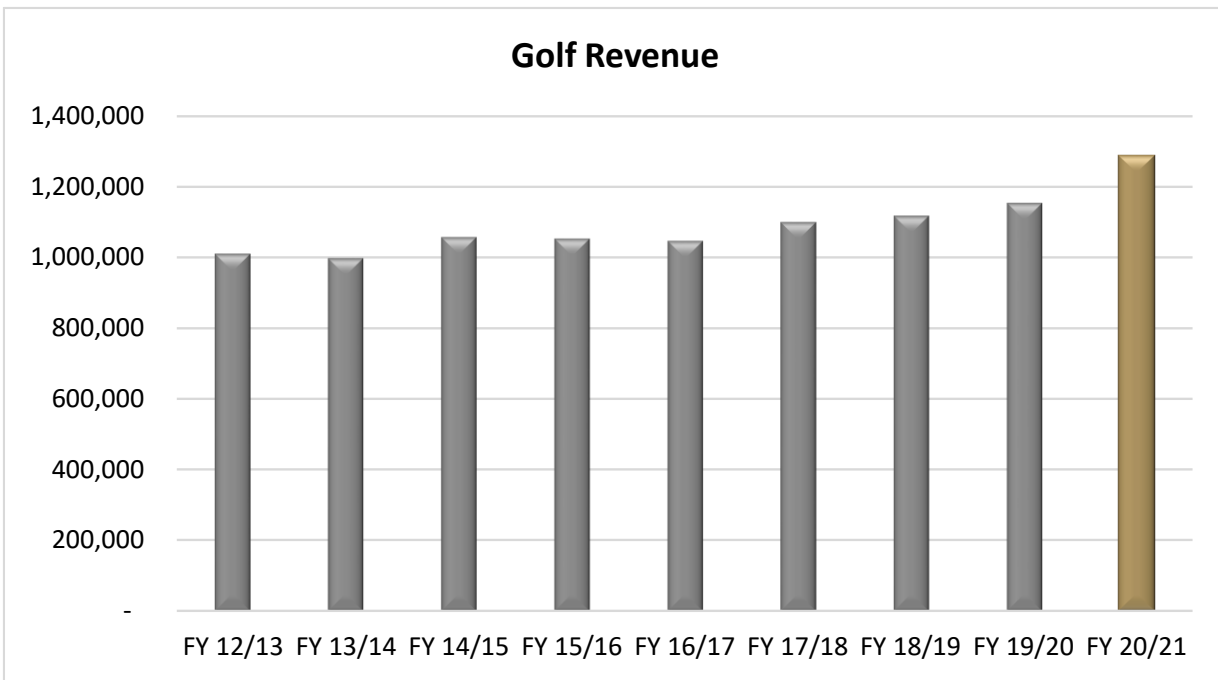
50,000 TOTAL VISITS IN 2018





KEY METRICS **GOLF**

FY 21/22 Baseline Overview



12%

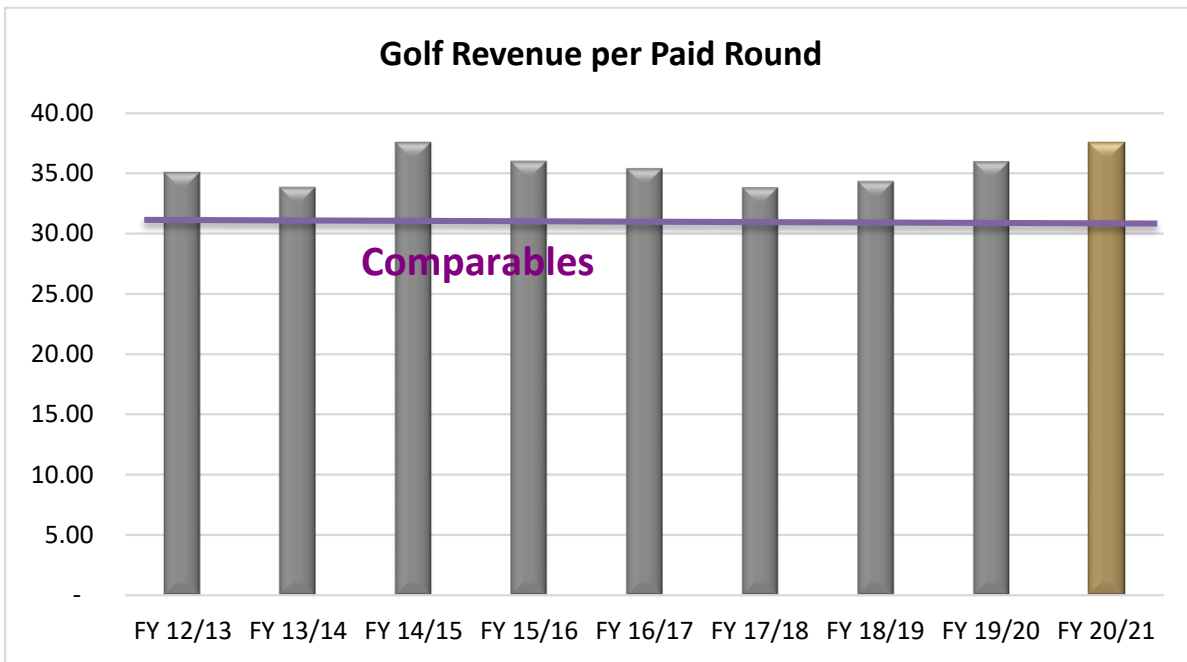
Increase in golf revenue in 20/21

Improving golf revenue typically is effective in increasing profitability given the relatively fixed nature of golf course expenses.



KEY METRICS GOLF

FY 21/22 Baseline Overview



5%

Increase in golf revenue per paid round estimated in 20/21

Compared to other regional public courses (2019 study), Juniper is yielding more golf revenue per round.

WORKPLAN GOLF

Efforts to meet the City Council Goals in FY 21/22



- Continue to grow golf revenue, increasing profitability
- Continue to help Juniper become a destination for both golf and non-golf users through customer service, a broader spectrum of events, and quality experience on and off the golf course.
- Position the Golf Fund for near-term capital maintenance needs
- By, 2023: Complete an event pavilion feasibility study and explore next steps (go/no go, financial structure, project timeline, contract renegotiation, etc.)

DEPARTMENT INFORMATION TECHNOLOGY (IT)



FY 21/22 Baseline Overview



IT responsible for management, strategic planning, governance, policy setting and leadership in the use of computer, video and telecommunications technologies to support the delivery of cost-effective services to the City.

Help Desk Support

Equipment Selection & Replacement

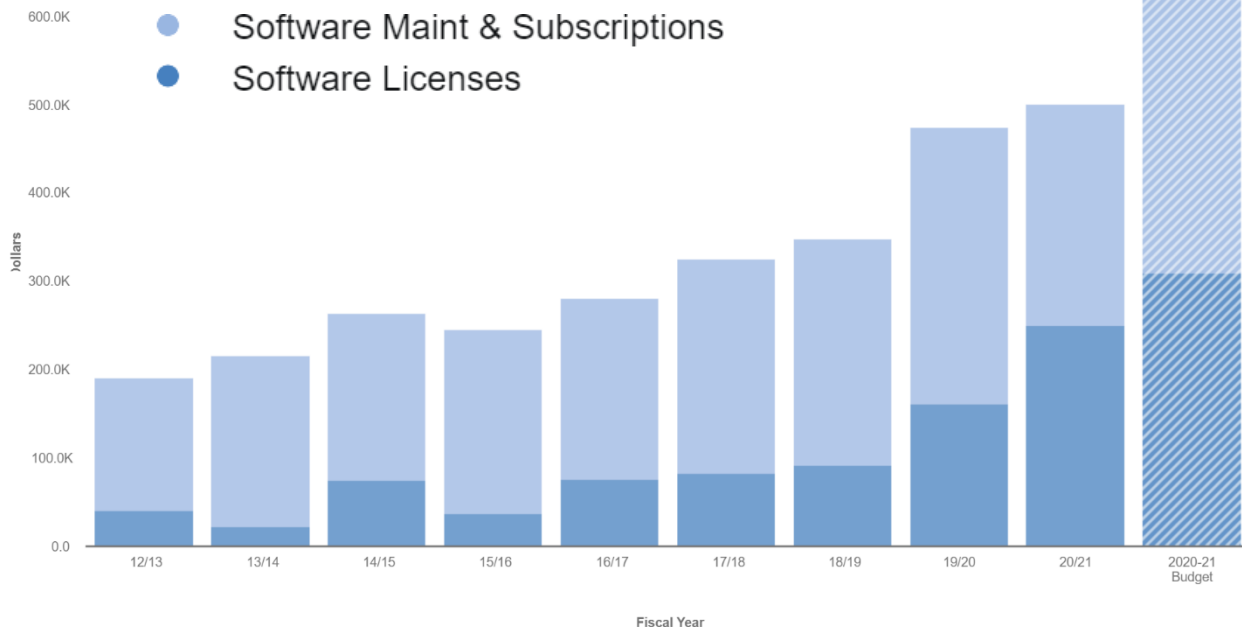
Technology Continuity

DEPARTMENT SNAPSHOT	
Department Head	Heather Cassaro*
Division Mgr.	Matt Hayes
Total FTE	5
Represented	0
Non-Represented	5
Total Operating Budget	\$1.1 million

* Funded in Central Services

KEY METRICS IT

FY 21/22 Budget Baseline Overview



In past 5 years:

50%

Growth in
Computers/Devices

100%

Growth in
Software Utilization

1

FTE Added

350

AVG Hours of
Backlog Work



	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	2020-21 Budget
Software Maint & Subscriptions	\$ 151,119	\$ 194,015	\$ 188,460	\$ 208,867	\$ 205,241	\$ 242,402	\$ 255,843	\$ 313,283	\$ 250,260	\$ 350,400
Software Licenses	40,480	22,887	75,435	37,202	76,209	83,277	92,600	161,652	250,996	310,325
Total	\$ 191,599	\$ 216,902	\$ 263,895	\$ 246,070	\$ 281,450	\$ 325,678	\$ 348,443	\$ 474,935	\$ 501,255	\$ 660,725

WORKPLAN IT

Efforts to meet the City Council Goals in FY 21/22



Risk Management and Awareness - Conduct ongoing internal and external security reviews to identify and correct any issues that may result in a security breach



Upgrade city's network backup system and telephone system, review comprehensive disaster recovery/business continuity plan



Ensure City is using the technology securely, effectively and taking full advantage of application capabilities

DEPARTMENT CENTRAL SERVICES

FY 21/22 Baseline Overview



Central Services is the hub for the internal business of the organization. Central Services directly assists all City departments through the establishment of policies and procedures, and consolidation of financial activities and resources

Mayor & City Council
City Manager's Office
Communications
Budget & Finance
Legal & Risk Management
Human Resources & Payroll

DEPARTMENT SNAPSHOT

Leadership

Keith Witcosky
Heather Cassaro
Keith Leitz
Jason Neff
Brooks Slyter

Total FTE

17.5

Represented

0

Non-Represented

17.5

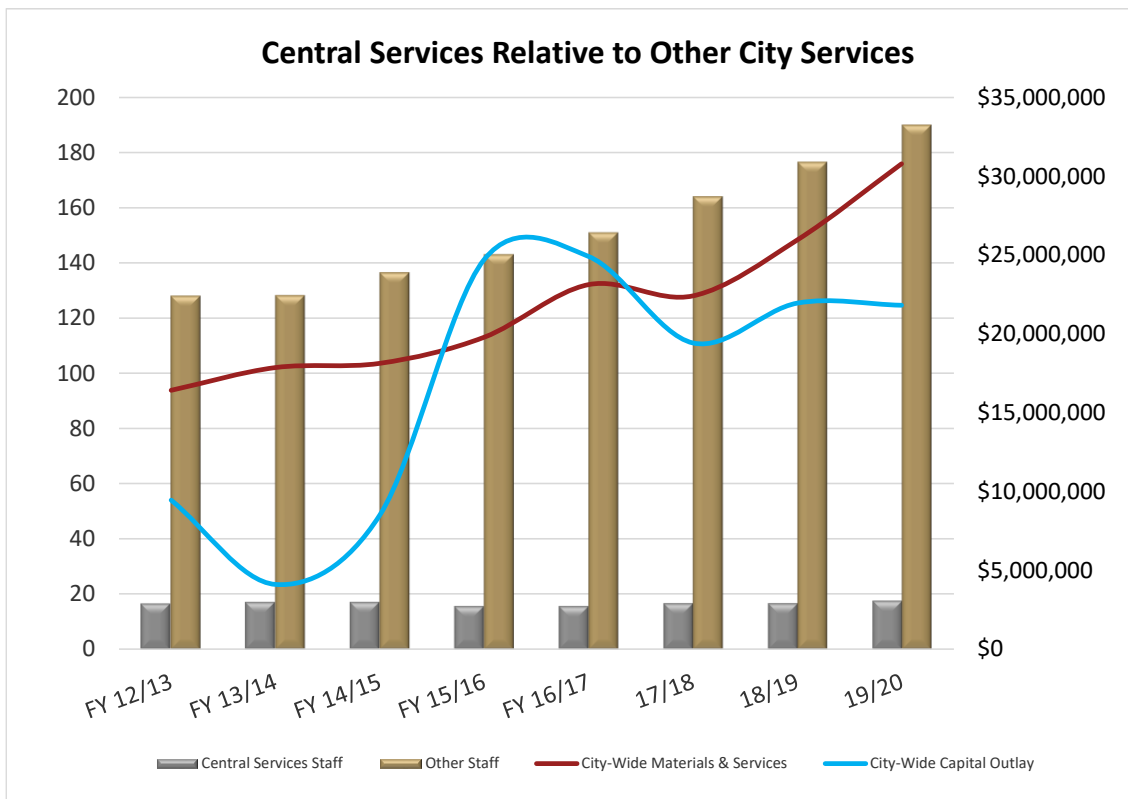
Total Operating Budget

\$3.5 million



KEY METRICS CENTRAL SERVICES

FY 21/22 Baseline Overview



WORKPLAN CENTRAL SERVICES

Efforts to meet the City Council Goals in FY 21/22



Leverage technology to improve workflow and efficiency
(Springbrook, OpenGov, NeoGov, HelloSign)



Improve immediate staffing deficiencies. Develop a staffing plan over the next 5-10 years



Maintain rolling 5-year financial forecast



City Council/Organizational Relations and Workflow

UPCOMING BUDGET EVENTS

FY 21/22 Baseline Overview



- Capital Improvement Plan (CIP) Workshop **MARCH 23**
- Proposed Budget Released..... **APRIL 21**
- Budget Orientation **APRIL 21**
- Budget Committee **APRIL 28, MAY 5 & 12**
- Budget Adoption **JUNE 8**



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: March 9, 2021
TO: Redmond City Council
Keith Witcosky, City Manager
John Roberts, Deputy City Manager
THROUGH: Bill Duerden, Public Works Director
Mike Caccavano, City Engineer
FROM: Ryan Kirchner, Wastewater Division Manager
SUBJECT: Contract Award to Anderson Perry & Associates Inc. for Water Pollution Control Facility Expansion Engineering Services, \$1,642,498 (WW2001)

Addresses Council Goal:

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

Report in Brief:

Consideration of a professional services contract with Anderson Perry & Associates Inc. to provide professional, technical, and expert engineering services for the design and construction management of the Water Pollution Control Facility Treatment Plant Expansion Project.

Background:

The City of Redmond Water Pollution Control Facility (WPCF) was constructed in 1978. Since then, several expansion and upgrades have occurred to meet the community's growing needs. The population of Redmond and surrounding areas is continually increasing, together with commerce and industry as the region develops. As such, the need for future facility planning and expansions is vital to provide facilities to serve growth.

The current WPCF is located within the Dry Canyon, about 1.5 miles northwest of the Redmond City Center. The facility is surrounded by residential homes situated along the canyon walls, and more rural residential and farmland generally to the north.

The City of Redmond (City) owns a six hundred and nine (609) acre Irrigation Complex which produces orchard grass (hay) using effluent from the WPCF for irrigation and biosolids from the WPCF as fertilizer. The WPCF also leases land from BLM where disinfected effluent is infiltrated into the ground.

In 2019 the City completed a Wastewater Facility Plan (WWFP). The WWFP assessed the ability of the existing WPCF to address current and projected future 20-year service needs with respect to system capacity, ability to meet current and potential future regulatory requirements, and reliability of unit process performance. The WWFP estimated future population in Redmond may increase to approximately 54,000 by 2045.

The WWFP planning document recommended improvements totaling \$47.7 million, but did not consider improvement alternatives other than mechanical treatment. The WWFP did not include other locations for the proposed improvements.

The City believed it was prudent to consider other improvement alternatives that could reduce the total life cycle costs to City residents and relocate the existing facilities out of the Dry Canyon. The City completed a 2020 Feasibility Analysis to evaluate moving the entire treatment plant to the Irrigation Complex. In addition, the potential of using a lower capital and life cycle cost lagoon treatment system with a constructed wetland treatment and disposal system as an alternative to meet the City's wastewater treatment and disposal needs.

This alternative would provide a wetland environment that could be made accessible to the public for bird watching, hiking, and possible passive and active recreation uses. It could also be tied into a City-wide trails system as an extension to Dry Canyon. The reuse of the reclaimed water in this manner provides an ancillary benefit to the City that is

otherwise not realized.

The completed Feasibility Analysis found the total cost to move the WPCF to the Irrigation Complex would be \$41.6 million (low confidence) a reduction of \$6.1 million in initial capital costs and a \$10 million operating cost reduction over a 20 year lifecycle when compared to the mechanical expansion project at the current site. The City amended the 2019 WWFP in 2020. The purpose of this amendment was to update the design criteria to the year 2045 and add an alternative for a lagoon treatment system with a constructed wetland treatment and disposal system to meet the City's needs.

The need for WPCF expanded treatment capacity was identified during budget discussions and funding for design included in the Fiscal Year 2020/21 budget (see attached). The expansion options identified by the feasibility study were discussed during a Council work session on January 5, 2021, with direction given to proceed with evaluating the feasibility of a lagoon and wetland treatment system at the irrigation site.

Discussion:

On November 1, 2020, the City requested proposals from qualified and experienced engineering firms, teams or consultants for a Qualifications Based Selection (QBS) of Professional, Technical and Expert Services for the Water Pollution Control Facility Treatment Plant Expansion Project.

The scope of work included: engineering services, public outreach and relations, environmental services, geotechnical investigations and design, land surveying, architectural services, landscape architectural services, construction phase support services, cost estimating, value engineering, and permitting support services for the construction of coordinated facilities to move the entire treatment system, offices, and shops to the Irrigation Complex.

On December 2, 2020, the City received three complete and competitive proposals from Anderson Perry and Associates, Inc., Black and Veatch Corporation, and Stantec Consulting Services, Inc. A Selection Review Committee of seven City staff members was appointed to evaluate the proposals received. The proposals were evaluated against four selection criteria categories: overall completeness of proposal submittal, qualifications of the project team, proposer's capabilities and experience, and proposer's approach and understanding of the project.

The City determined the written scoring evaluation satisfied the intent to identify the successful proposer. Anderson Perry and Associates, Inc. was the Evaluation Committee's highest scored proposer. Anderson Perry and Associates, Inc. was determined to have the most complete proposal and alignment with the City of Redmond's Water Pollution Control Facility Expansion objectives.

In accordance with the QBS process, a consultant is selected based on qualifications first without regard to cost. The second step includes negotiation of the scope of work and project cost. On January 14, 2021, the City issued a Notice of Intent to Negotiate and Award, and begin contract negotiations with Anderson Perry and Associates, Inc.

This action is consideration of a professional services contract with Anderson Perry and Associates, Inc. that will cover pre-design, final design and construction services, but fee approval is limited to pre-design. Final design and construction services will be considered later with amendments to the contract.

Pre-Design services will be completed for a guaranteed maximum contract fee of \$1,642,498. Once Pre-Design has been completed City staff will return to City Council to request an amendment to the Engineering Services contract for Final Design and Construction Management Services for an additional estimated \$4.5 million. Below is a summary of the breakdown of total expansion project costs:

Engineering & Construction Management	\$ 6.1 million
<i>Pre-Design</i>	<i>\$1.6 million</i>
<i>Final Design & Construction Management Services (low confidence)</i>	<i>\$4.5 million</i>
<u>Construction (low confidence)</u>	<u>\$35.5 million</u>
Total (low confidence)	\$41.6 million

Fiscal Impact:

The phase one cost for Engineering Services of the Water Pollution Control Facility Treatment Plant Expansion Project totals \$1,642,498 and is anticipated to be financed primarily (up to 100%) through a Oregon Department of Environmental Quality (DEQ) loan.

Below is a summary of estimated funding sources for the expansion project:

DEQ Loan	\$34.5 million
System Development Charges	\$ 6.5 million
<u>Water Operating (Ratepayer) Funds</u>	<u>\$ 0.6 million</u>
Total	\$41.6 million

The DEQ debt service will be repaid primarily through System Development Charges (SDCs) which totaled \$2.3 million in FY 2019/20. The Wastewater Operating (Ratepayer) sub-fund is positioned to provide support to the debt service as well. At this point the project cost is not anticipated to significantly impact wastewater utility rates.

Alternative Courses of Action:

1. Authorize the City Manager to sign a contract with Anderson Perry and Associates, Inc.
2. Do not authorize the contract.
3. Request additional information.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to sign a contract with Anderson Perry and Associates, Inc., in the amount of \$1,642,498 to provide Engineering Services for the design and construction management of the Water Pollution Control Facility Treatment Plant Expansion Project."



NOTES ON THE FISCAL YEAR 2020/21 BUDGET

- The Wastewater fund has a total reserve for debt service of \$408,575. This amount satisfies the reserve requirements for the DEQ loans associated with the WPCF modifications (2008) and ESSI (2018).
- The recently updated treatment plant facility plan identifies several processes within the treatment plant that are nearing capacity. An expansion to the treatment plant and updates to several key components will be required

over the next several years to keep up with growth. Preliminary estimates for the overall expansion costs are roughly \$35-\$45 million, which are planned to be financed primarily via a DEQ loan (20 years at 1.9% (estimated); will require approval of the City Council). \$4.0 million is included in the budget to design the expansion.

- Major Capital Projects and SDC Improvement projects are listed in the table below:

Project	Infrastructure Maintenance	Capital Projects	Total Project Expenditures
Lift Station Repairs	\$ 30,000	\$ -	\$ 30,000
Water Pollution Control Facility (WPCF) Expansion Design*	\$ -	\$ 4,000,000	\$ 4,000,000
Total	\$ 30,000	\$ 4,000,000	\$ 4,030,000

* Funding from a DEQ Loan; primarily repaid through SDCs



THE WASTEWATER FUND



WATER POLLUTION CONTROL FACILITY EXPANSION — ENGINEERING SERVICES CONTRACT

MARCH 9, 2021





PRE - DESIGN ENGINEERING SERVICES SCOPE OF WORK

SLIDE / 2

GEOTECHNICAL INVESTIGATION

Identify subsurface conditions & recommendations for engineering design

DEVELOP DESIGN

Develop & define design and layout

PROCESS DESIGN REVIEW

Third party reviews of design report

PUBLIC RELATIONS

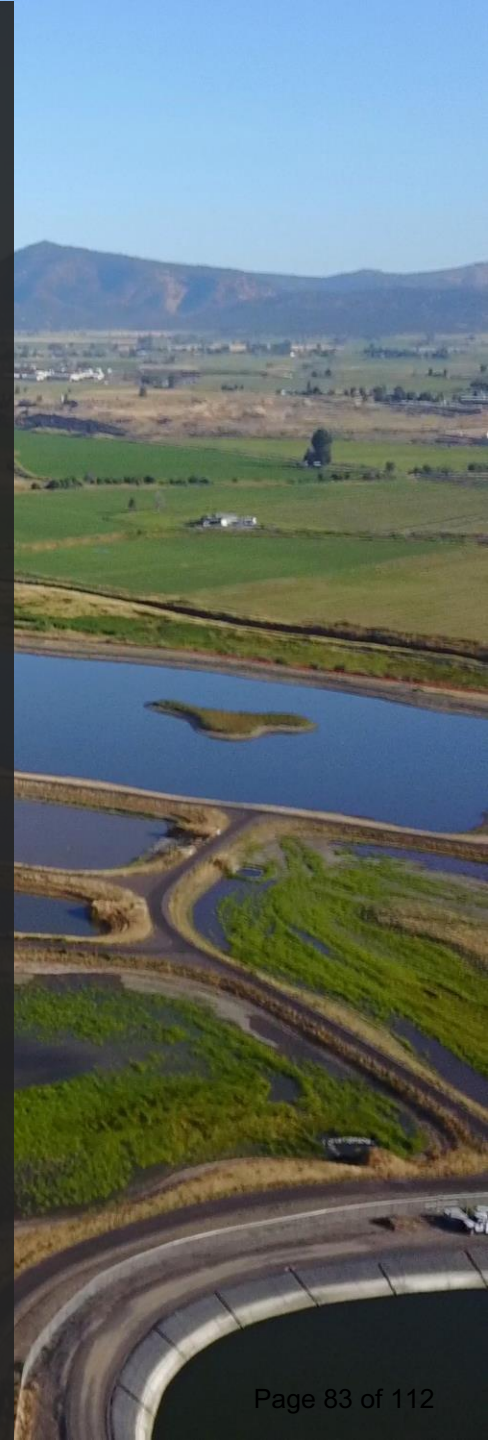
Develop Public Involvement plan & facilitate public involvement

AGENCY COORDINATION

Coordination with DEQ, DSL, Deschutes County & Funding Assistance

30% DESIGN

Establish 30% Engineering (high level cost estimate) and scheduling through final design and construction

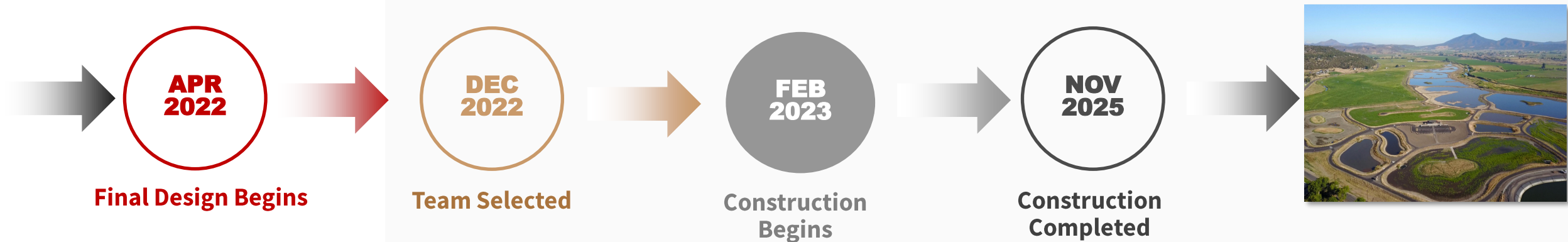




PRE-DESIGN TIMELINE



FINAL DESIGN AND CONSTRUCTION TIMELINE EXPANSION





PROPOSAL EVALUATION PROCESS

BID SCORING CRITERIA

Identification and Acceptance of Contract	PASS/FAIL
Proposer's Capabilities and Experience	32 POINTS
Project Approach and Understanding	33 POINTS
Project Team	35 POINTS
Total Possible Points	100 POINTS

REQUEST FOR PROPOSALS

FOR A
QUALIFICATIONS BASED SELECTION (QBS)
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

WATER POLLUTION CONTROL FACILITY TREATMENT PLANT EXPANSION

PROJECT # WW2001

- ✓ 3 BIDDERS
- ✓ QUALIFICATIONS BASED SELECTION
- ✓ REVIEW/SELECTION COMMITTEE
 - 3 WASTEWATER DIVISION STAFF MEMBERS
 - PUBLIC WORK DIRECTOR
 - ENGINEERING DIRECTOR
 - 1 ENGINEERING STAFF MEMBER
 - 2 ADMINISTRATION STAFF



SCORING RESULTS

BID SCORING RESULTS		POINTS
Anderson Perry & Associates, Inc.		87
Black and Veatch Corporation		85
Stantec Consulting Services, Inc.		80



FUTURE WETLANDS





PROJECT COSTS



**PRE-DESIGN
ENGINEERING
SERVICES**

N.T.E. \$1,642,498

**FINAL DESIGN AND
CONSTRUCTION
MANAGEMENT
SERVICES**

EST. \$4,500,000

**PROJECT
CONSTRUCTION**

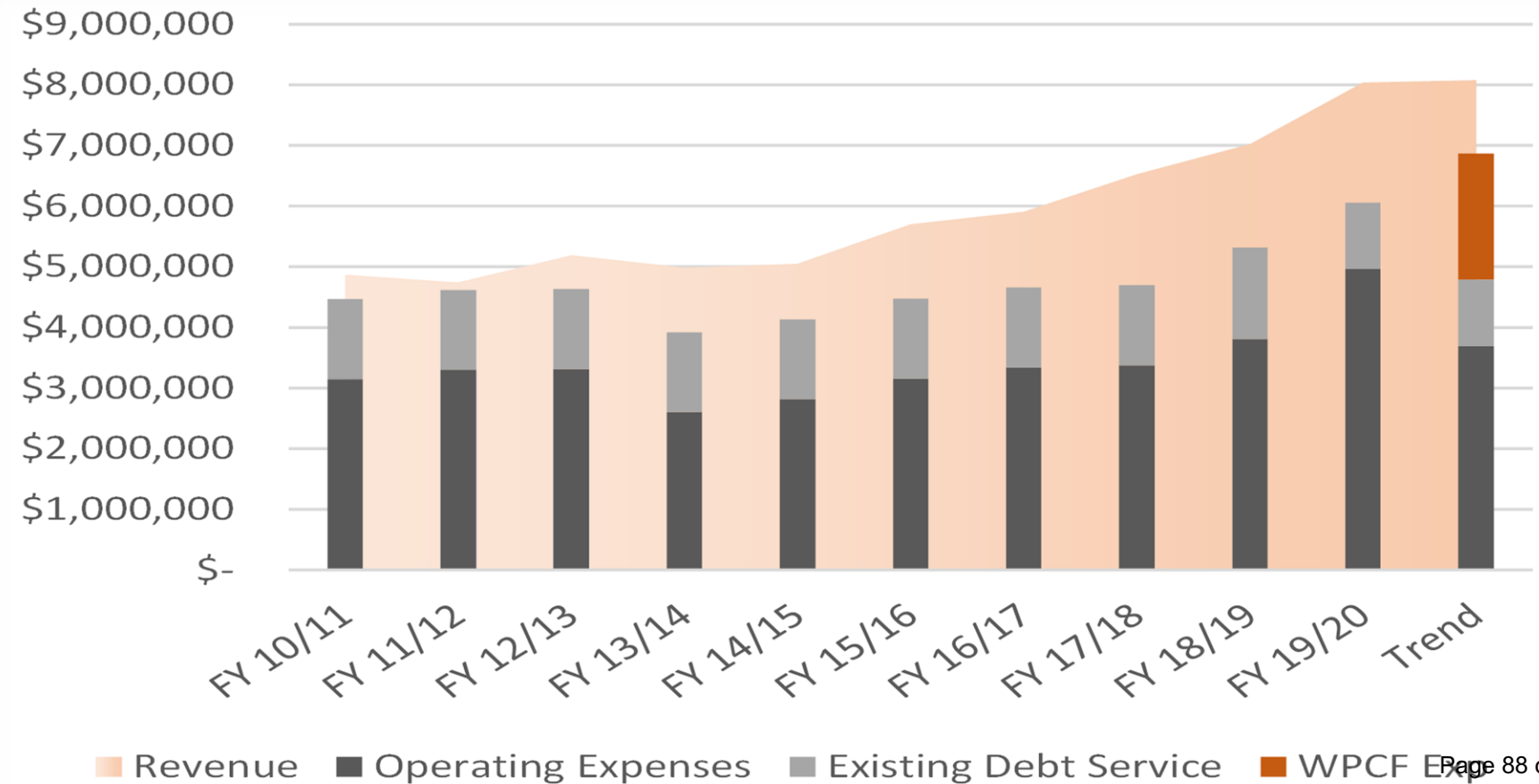
EST. \$35,500,000??



FUNDING SUMMARY

FUNDING PROJECT BREAKOUT

DEQ LOAN	\$34.5 MILLION
SYSTEM DEVELOPMENT CHARGES	\$6.5 MILLION
WATER OPERATING (RATEPAYER) FUNDS	\$0.6 MILLION
TOTAL	\$41.6 MILLION





Q & A



CITY OF REDMOND

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

STAFF REPORT

DATE: March 9, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: John Roberts, Deputy City Manager
SUBJECT: Res. #2021-02 - A resolution amending certain development standards for the Declaration of Covenants, Conditions and Restrictions for 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 amendments to the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for the City owned Desert Rise Industrial Park in east Redmond.

Background:

In FY 2004/05 the City acquired 122.3 acres from Deschutes County. Currently there is about 55 acres remaining unsold. 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 (map attached). 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 CC&Rs on July 18, 2006.

The Desert Rise Industrial Park Policies were recently updated in September of 2020 in order to capture economic opportunities, while also keeping with the spirit of the original goals of Desert Rise. However, the accompanying CC&Rs were not updated to reflect the respective changes and do not supersede the park policies. A recent request to subdivide a property created awareness regarding the need to update the CC&Rs to align with the park policies.

Discussion:

Changes were made to the Desert Rise policies in 2020 (Resolution No. 2020-18). Specifically, these changes: reduced the minimum lot size from five-acres to two; modified the 'Enterprise Zone' reference from "qualifies" to "eligible use"; clarified the source to use in determining average wages; and revised job densities per acre from five to two, to account for significant automation occurring in the industrial sector.

It was determined these changes were needed to be nimble and respond to the industrial market conditions seen over the three years. There is a clear demand for smaller lots (1-4 acres), driven by heavy industrial users needing smaller buildings than were desired 10 to 20 years ago.

The Desert Rise policies and CC&Rs work in tandem and the CC&Rs do not align with the current policies. Resolution No. 2021-02 proposes to create alignment with the Desert Rise policies, particularly the 2 acre minimum requirement.

The modifications also create an approval process for lots smaller than two acres. There are two reasons for this: 1) a property owner is required to get approval from the City prior to partitioning or subdividing their property, and 2) a

property owner selling their property is bound to the CC&Rs and not the Desert Rise policies. Thus, there could be demand and justification(s) to approve a lot smaller than two acres and future changes would subsequently not be needed to the CC&Rs.

The changes to the CC&R development standards will assure both sellers and buyers of Desert Rise property comply with all the conditions of sale and specific terms of Desert Rise.

Fiscal Impact:

The adjustments are expected to generate increased interest in and ability to sell Desert Rise property.

Alternative Courses of Action:

- Approve Resolution No. 2021-02

- Request more information.

- Do not approve Resolution No. 2021-02

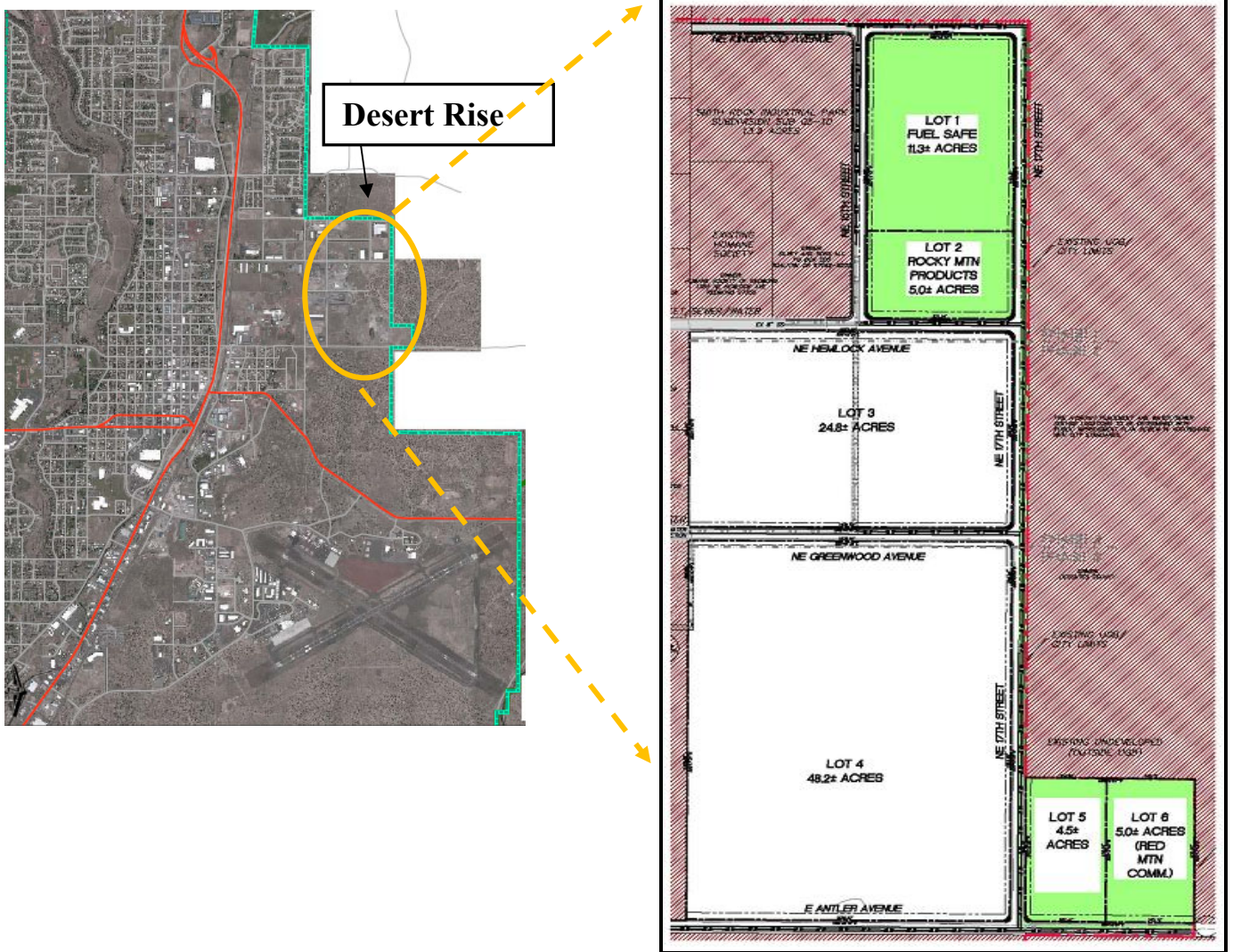
Recommendation / Suggested Motion:

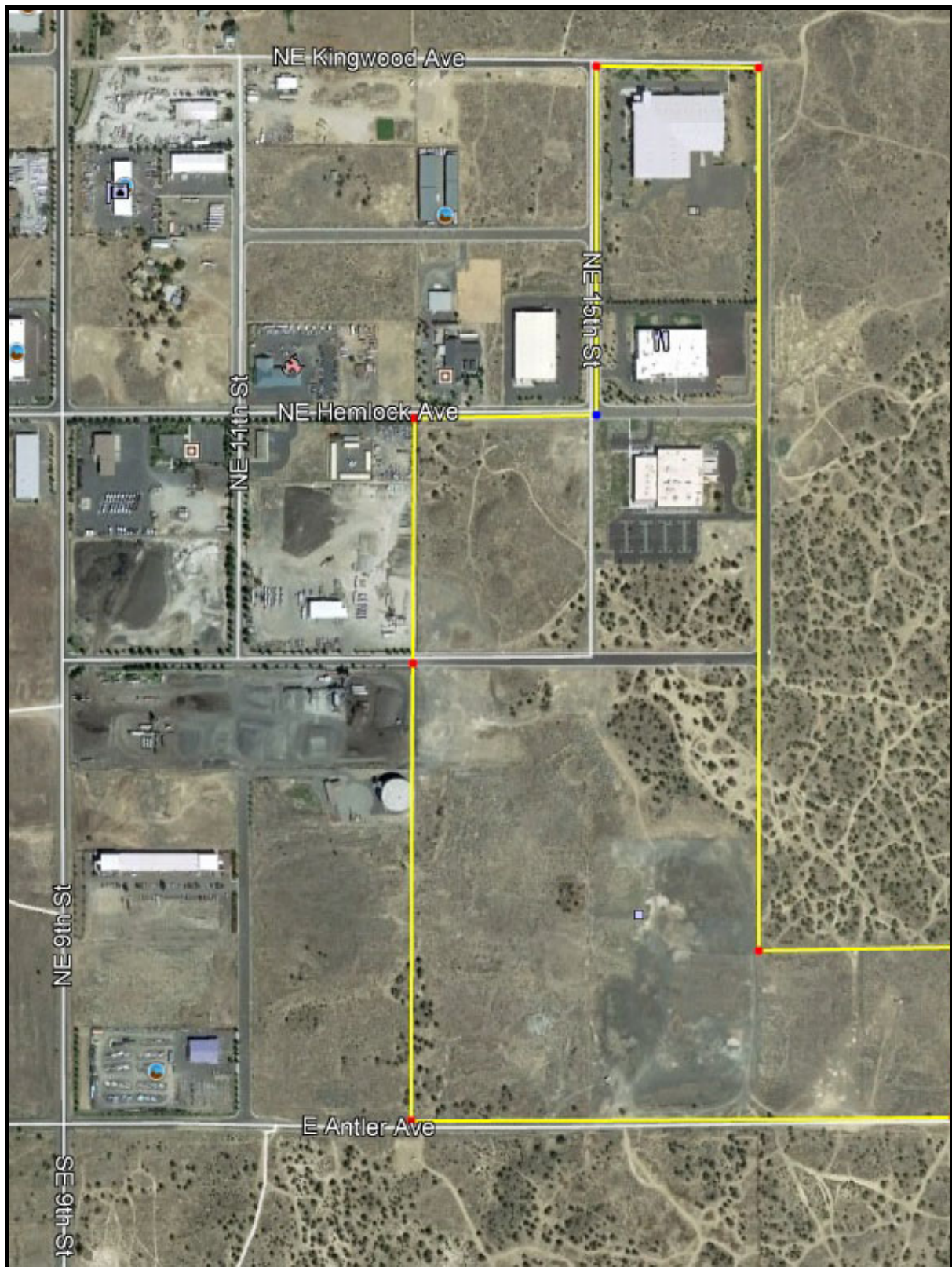
"I move to adopt Resolution No. 2021-02 amending the Declaration of Covenants, Conditions and Restrictions for Desert Rise Industrial Park."

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. 2021-02**

**A RESOLUTION AMENDING CERTAIN DEVELOPMENT STANDARDS FOR THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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.

WHEREAS, 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, and amended them on September 20, 2020; and

WHEREAS, the CC&Rs do not supersede the industrial park policies and need to work in tandem and allow for an approval process to create parcels less than 2 acres.

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

Section 1. The Desert Rise Industrial Park Policies and CC&Rs set forth the terms and conditions for which partitioning, development and sale must comply with.

Section 2. In addition to the Desert Rise Industrial Park Policies, sale of land within park will be available under the following guidelines contained in the CC&Rs (amendments are represented by track changes; new language in red and deleted language as ~~strikethrough~~):

V DEVELOPMENT STANDARDS

(***)

TABLE 1
Site Development Requirements

Function	Regulation
Minimum Area (in SF) for general manufacturing	<u>1.0</u> 5.0 acres
Minimum Area (in SF) for all other uses	<u>1.0</u> 5.0 acres
Minimum Lot Dimensions	
Width	250 feet
Depth	250 feet
Building Setback	<i>Refer to Heavy Industrial M-2 Code</i>
Maximum Building Height	60 feet
Parking and Loading Setback	
Front	At edge of buffer
Rear	10 ¹
Side	10 ¹
Corner	At edge of buffer

Section 4. This Resolution shall be effective March 9, 2021.

PASSED by the Redmond City Council and **APPROVED** by the Mayor this 9th day of March 2021.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

State of Oregon

County of Deschutes

This instrument was acknowledged before me this 9th day of March 2021, by George Endicott, Mayor.

Kelly Morse, City Recorder

My commission expires 10/23/22

To: Redmond City Council
From : Ed Fitch
cc: Keith Witowski

To supplement the comments of March 2nd here is a list of items I recommend the council discuss. These are consistent with the current city goals. Some are more urgent than others and many will take time:

1. The reroute - attached is a drawing of one potential route. The first part does involve developed property but it would appear it does have to start north of Veterans Ave. It does cut through the Nosler parcel (an undeveloped part) but there does not appear to be much option here east of the tracks. Most of the route after that does cross public land all the way to the Quarry Interchange. This is a possible scenario but the start of a conversation. Bend put in its Parkway when it was a city of 50,000-60,000. Imagine Bend without it.

2. Grade separated Crossing within Redmond. Our goal is to see significant development east of the railroad tracks and to create jobs for residents most of whom will live on the west side. The question is : will we need grade separated crossings to insure safety and mobility. Certainly not easy given the proximity of 97 to the tracks but is it physically possible? The reroute extension could also provide a separated crossing.

3. Quality of Neighborhoods. There are two issues here:

A. If we move forward with approving small living spaces with small garages or carports will each neighborhood have storage areas. A number of realtors have posed this question as people in Central Oregon tend to have trucks and toys for the outdoors. In the alternative will there be CCR's required to prohibit outside storage in yards.

B. In our older neighbors we have a limited patchwork of sidewalks requiring pedestrians to use the streets. For seniors and children this creates a substantial safety risk. There are ways to address this which will enhance the liveability of these neighborhoods and add value to the homes therein.

4. Homeless. I have had brief conversations with representatives from Jericho Road and Shepard's house for assistance by the city in siting a homeless shelter. Is there interest?

5. As noted I have had discussions with CourseCo regarding the clubhouse and pavilion. I believe CourseCo is interested in viewing the expansion of the building vs a pavilion (assuming a market study supports either). They will express that in writing.

6. As I am not a liason, I do not know how a liason can give any committee a “sense of the council” on any topic since we do not have discussions like that. I will attend meetings where I believe an opinion may help in the process. I do have opinions and ideas that have been formed over 40 years of public and non profit service here in Redmond from president of little league to city attorney to land use hearings officer to city manager and as mayor. Of all these president of little league was perhaps the most difficult as there was a huge disconnect between logic and parental emotions. Hats off to Keith, however, because serving as city manager for a short stint came in a close second.

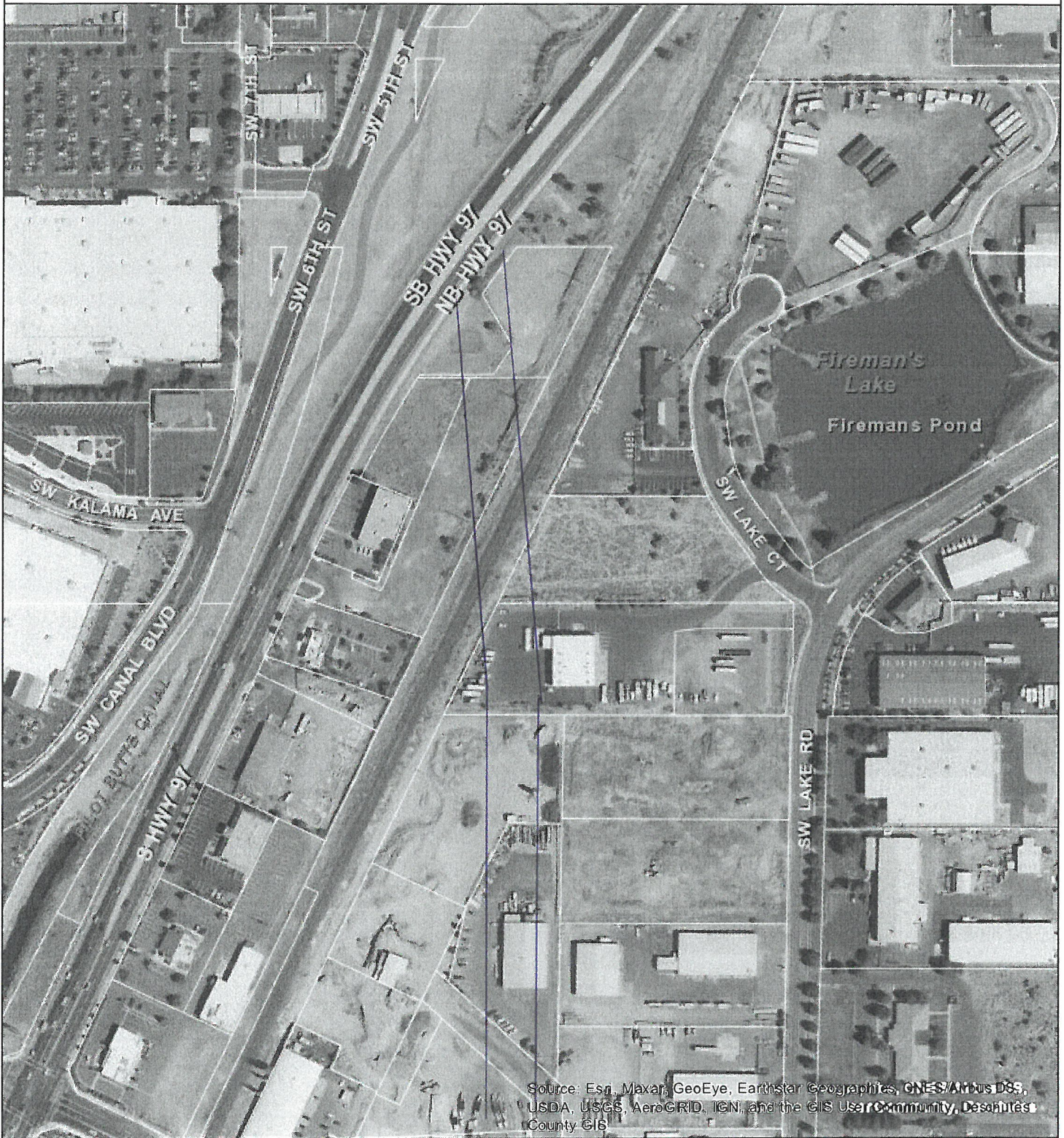
7. Leasing of Patent Lands. On page 114 of the last council packet there is a map showing the lands outside of the airport fence. There are about 500 acres. About half is the old Juniper golf course. That course started out as a 9 hole course, built by volunteers. In the late 80's or early 90's it expanded to 18 hole partly due to a donation of land by John Hodecker. The city land was leased at \$1 per year and the lease was scheduled to end in 2006. At that time the lease rent would have skyrocketed to \$300k or \$400k per year. Also the whole irrigation system needed to be replaced. The decision was made to move the course to land acquired for \$1 from the BLM. Since 2005 the old course has remained vacant. Most of it, if leased would generate lease revenues for the airport. The parcel, however, has no plan or infrastructure and there is no money budgeted for that. In 2009 there was a proposal by Larry Hix to develop it but the agreement with the city was an illusion. There was no money put up and there were no benchmarks. Having been involved representing a client in some partnership disputes at Pronghorn it was also evident he did not have the resources to develop it.

In the past 25 years or so there has not been any progress on a new lease on any of these 500 acres. It is clear we need to think outside the narrow FAA/City lease box we have been in so someday (sooner rather than later) these lands will be productive and generating revenues for the airport. There are solutions and we have been successful in the past of working out these solutions with the FAA with the help of our congressional delegation. It would be an excellent time to look at those in light of the fact we will have this as a discussion item this year. . Finally, developing the old course could bring private money in to help build the connection between 9th street and airport way.

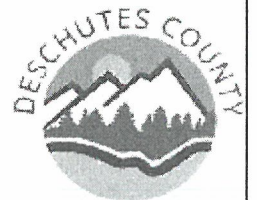
8. It would be helpful if other councilors also put there ideas forth so we can have a meaningful discussion in a workshop setting. I also believe to foster communication between the council and committees that each committee's work plan be reviewed and discussed by council. I agree with Jay that an ad hoc approach to joint meetings will work. From the discussion re Quartz Park a joint meeting there may be in order. An ad hoc meeting with planning or the Housing committee may also be needed to get a more coordinated approach to affordable housing. I do not know about the rest of council but it is still unclear what our policy is and how we implement it. Rest assured I am not on the council to rerun elections. My goal is to address some issues of import to the community aggressively . The experience I have had can help in identifying particular issues but also lend help to the methodology to solve them as many of these we have tackled before with varying degrees of success.

Deschutes County Property Information - Dial

Overview Map

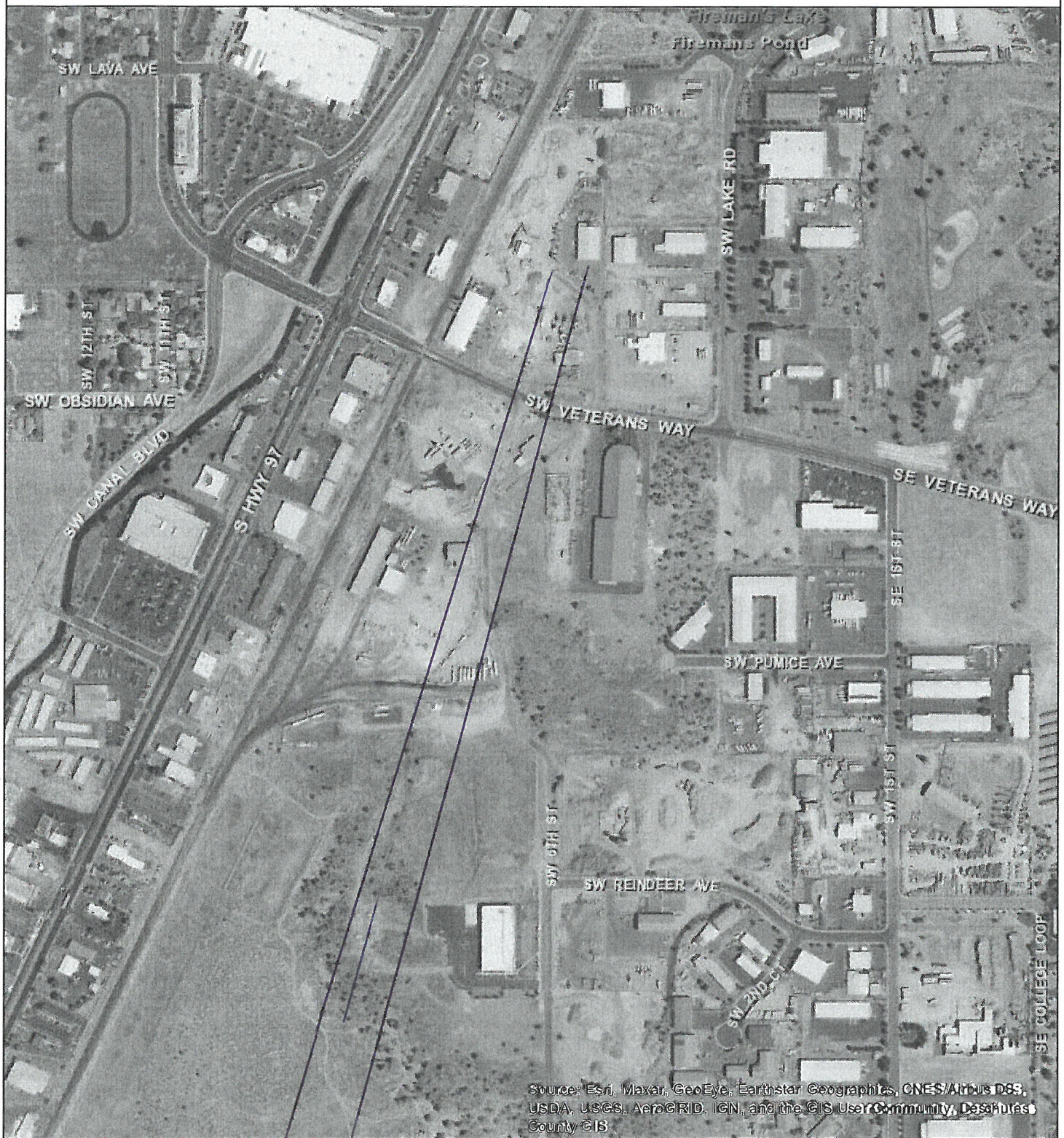


Map and Taxlot: 151321C000105

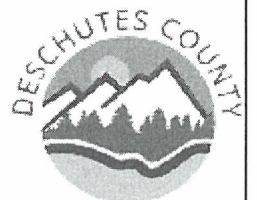


Deschutes County Property Information - Dial

Overview Map



Map and Taxlot: 151321C000105



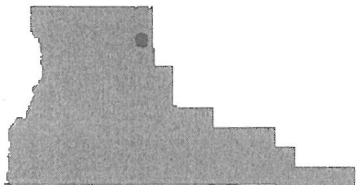
Deschutes County Property Information - Dial

Overview Map



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Deschutes County GIS

Map and Taxlot: 151321C000105

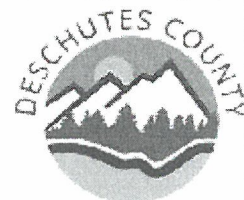


Deschutes County Property Information - Dial

Overview Map



Map and Taxlot: 151321C000105



Ed Fitch

From: Andrew Fitch
Sent: Wednesday, February 24, 2021 12:42 PM
To: Ed Fitch
Subject: FW: Evictions, etc.

Andrew E. Fitch

Attorney

Fitch and Neary, PC
210 SW 5th St., Ste. 2
Redmond, OR 97756
541.316.1588
(f) 541.316.1943

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From: Andrew Fitch
Sent: Sunday, November 1, 2020 9:08 PM
To: 'Keith Witcosky' <Keith.Witcosky@redmondoregon.gov>
Subject: FW: Evictions, etc.

Keith, here is the Multnomah Ordinance. Their grace period for repayment of rent goes 6 months after the rent moratorium period. I think that's reasonable, but I would require repayment starting on in January. It would be a little tricky because you can only require repayment for October-December rent through March. Then after March 31 you can require repayment on any rent abated during the moratorium period. It could read something like this:

A tenant may utilize the grace period provided in Section _____ if:

- a. Tenant provides a repayment plan to the landlord on or before January 1, 2021.
- b. Tenants repayment plan includes at least 10% of the rent arrears be paid each month of the grace period. For January through March 10% of arrears from October through December must be paid. Following March 31 10% of all arrears must be paid as part of the payment plan.
- c. All rent and other payments due beginning January 2021 are paid per usual and within 3 days of the date upon which they are due.

I would not put any more moratoriums on evictions in an ordinance. Just an extension to the grace period. This also does not require the city to contribute any funds to rent, etc.

Section H of the Multnomah Ordinance could also be partially used to give landlords the ability to give a notice of the back rent due and the ordinance that allows for repayment/grace period.

Andrew E. Fitch

Attorney

Fitch and Neary, PC
210 SW 5th St., Ste. 2
Redmond, OR 97756
541.316.1588
(f) 541.316.1943

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From: Andrew Fitch
Sent: Tuesday, October 20, 2020 8:39 PM
To: John Roberts <john.roberts@redmondoregon.gov>
Subject: Re: Evictions, etc.

John, here is Multnomah County's ordinance:

<https://www.portland.gov/sites/default/files/2020-09/multnomah-county-ordinance-1287.pdf>

Sent from my iPhone

On Oct 20, 2020, at 2:04 PM, John Roberts <john.roberts@redmondoregon.gov> wrote:

Thanks Andrew. I'll get this circulate within for discussion and keep you in the loop.

Also, if you have a sample or example ordinance, please do share (even if from PDX).

John R.

From: Andrew Fitch <andrew@fitchandneary.com>
Sent: Tuesday, October 20, 2020 12:42 PM
To: John Roberts <john.roberts@redmondoregon.gov>
Subject: Evictions, etc.

[NAL]: This email originated from outside of the city. Do not click links or open attachments unless you recognize the sender and know the content.

John, thanks for the call today regarding Residential Tenancies. Some background on recent legislation/executive orders:

In the Spring of 2019 SB 608 was passed. This largely essentially prohibits no-cause evictions after the first year of tenancy. It also limits rent increases. At this time a lot of landlords felt this was an overreach that overly limited their ability to own their real property as they say fit.

When COVID began, Governor Brown issued an executive order prohibiting most evictions and putting a moratorium on rent payments and 72 hour evictions. In June the legislature extended that moratorium until September 30 and installed a grace period of missed rent payments from March-September. This grace period was until March 30, 2021. There are some nuances and requirements to that grace period.

In late September Governor Brown extended the rent moratorium to December 31. Interestingly (to me at least) the Order does not give a grace period for October-December rent. It also allowed for an additional 90-day eviction route if an immediate family member were to move into the home.

Mortgage abatements are also in place until December 31.

I'm very concerned that there will be an unprecedented amount of evictions in January. I don't know how many, but based on what I'm hearing it could likely be in the hundreds. Landlords (already fed up with SB 608) will require payment of rent and evict for such non-payment. These landlords are going to have trouble collecting 8-10 months of unpaid rent. Many will have no ability to catch up on their mortgage abatements and lose their homes via foreclosure. I think the impact of both of these can be somewhat limited if a local ordinance incentivized both payment of rent and not evicting tenants.

I would recommend instituting a grace period on the abated rent coming due to June 1 or July 1 but require a minimum payment towards arrears each month of the grace period (not contrary to the legislative grace period legislation). An example would be something along the lines of:

Following January 1 2021 a tenant with an outstanding nonpayment balance resulting from Executive Order 20-13, House Bill 4213 and Executive Order 20-56 that ends on June 30, 2021. Tenants who choose to exercise the grace period must:

- (a) Establish a written repayment plan that is provided to their Landlord by January 15, 2021.
- (b) Make payments towards arrearages each month, beginning in January of 2021. Arrearage payments must be at least 10% of the Tenant's monthly rent (I'm not sure the legality of this FYI).

This ordinance does not require payments to arrears that falls within the Grace Period allowed by HB 4213.

Andrew E. Fitch

Attorney

Fitch and Neary, PC
210 SW 5th St., Ste. 2
Redmond, OR 97756
541.316.1588
(f) 541.316.1943

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**BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON**

ORDINANCE NO. 1287

Repealing and Replacing Ordinance Nos. 1282 and 1284 to Provide Continued Renter Protections in Multnomah County in Response to COVID-19 and Declaring an Emergency.

The Multnomah County Board of Commissioners Finds:

- A. On March 11, 2020, the Multnomah County Chair issued Executive Rule No. 388 declaring an emergency for the entire County to address the continued spread of the COVID-19 illness, loss of life, an extreme public health risk, and its significant economic impacts.
- B. On March 17, 2020, an Addendum to Executive Rule No. 388 provided additional measures to address the emergency conditions.
- C. On March 19, 2020, the Multnomah County Board of Commissioners (Board) ratified Executive Order 388 and its Addendum and adopted Ordinance No. 1282 to address the impacts of COVID-19 by creating a countywide residential eviction moratorium and six-month repayment grace period. The purpose of these measures was to promote housing stability during the COVID-19 pandemic to allow County residents to stay home, and to avoid a preventable increase in homelessness due to the economic effects of COVID-19.
- D. On April 1, 2020, and following the Board's action, the Governor of the State of Oregon issued a statewide moratorium on evictions with Executive Order 20-13.
- E. On April 9, 2020, the Board adopted Resolution 2020-019 to continue the emergency declared in Executive Rule 388 and its Addendum until July 8, 2020.
- F. On April 16, 2020, the Board adopted Ordinance 1284 to further address the impacts of COVID-19 and suspended enforcement of the County's residential eviction moratorium established by Ordinance 1282 while a statewide residential eviction moratorium was in place.
- G. On July 2, 2020, the Board adopted Resolution 2020-059 to continue the emergency declared in Executive Rule 388 and its Addendum until September 30, 2020.
- H. On September 24, 2020, the Board adopted a Resolution 2020-080 to continue the emergency declared in Executive Rule 388 and its Addendum until January 8, 2021.

I. The State of Oregon provided statewide renter protections in HB 4213 (2020 First Special Session) with effective dates of April 1, 2020 to September 30, 2020. HB 4213 continued and refined the statewide residential eviction moratorium created by the Governor in Executive Order 20-13 and established a statewide six-month repayment grace period.

J. On September 4, 2020, the Center for Disease Control and Prevention ("CDC"), located within the U.S. Department of Health and Human Services, issued an Agency Order temporarily halting residential evictions to prevent the further spread of COVID-19 effective through December 31, 2020. See Federal Register, [85 FR 55292](#). The CDC Agency Order provides a lesser level of renter protections than HB 4213, Executive Order 20-13, and County ordinances. Under the CDC Agency Order's terms, it does not apply in any State, local, territorial, or tribal area with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in the Agency Order.

K. The County supports uniform implementation and enforcement of a residential eviction moratorium and a six-month repayment grace period, and the County therefore is enacting Section 3 of HB 4213 into County Code, with only those modifications necessary to adapt that provision to be County legislation. This action repeals and replaces Ordinance Numbers 1282 and 1284 to ensure continued renter protections to further address the COVID-19 public health emergency and address its significant and long lasting impacts.

L. The provisions of this Ordinance might affect the terms and conditions of certain contracts entered into in the County. Any such effects are not substantial because the provisions have a limited scope and duration and are necessary to protect the public health, safety and welfare. Therefore, this Ordinance does not undermine a contractual bargain, interfere with a party's reasonable expectations, or prevent a party from safeguarding or reinstating the party's rights. Even if it did, this action is appropriate and reasonable to carry out the significant and legitimate public purpose of responding to the declarations of emergency issued at the county, state and federal levels.

Multnomah County Ordains as Follows:

Section 1. Title

This Ordinance shall be known as the Multnomah County COVID-19 "Renter Protection Measures."

Section 2. Purpose

The purpose of the COVID-19 Renter Protection Measures is to promote housing stability and to avoid a preventable increase in homelessness due to the ongoing impacts of COVID-19.

Section 3. Residential Eviction Moratorium and Repayment Grace Period

A. These measures apply unless local, state or federal regulations provide equal or greater protections to residential renters in Multnomah County.

B. As used in this section:

1. "Emergency period" means the period beginning October 1, 2020, and ending on January 8, 2021, or the first day the emergency declared in Executive Rule 388 and its Addendum, as extended by the Board, is no longer in effect, whichever is later.
2. "Nonpayment" means the nonpayment of a payment that becomes due during the emergency period to a landlord, including a payment of rent, late charges, utility or service charges or any other charge or fee as described in the rental agreement or ORS 90.140, 90.302, 90.315, 90.392, 90.394, 90.560 to 90.584 or 90.630.
3. "Nonpayment balance" includes all or a part of the net total amount of all items of nonpayment by a tenant, and all unpaid amounts that accrued by operation of ORS 90.220(9) during the six-month grace period described in subsection (G) of this section, provided that the tenant makes payment in an amount equal to or greater than the rent for the current rental period.
4. "Termination notice without cause" means a notice delivered by a landlord under ORS 90.427 (3)(b), (4)(b) or (c), (5)(a) to (c), or (8)(a)(B) or (b)(B).

C. During and after the emergency period and notwithstanding ORS Chapter 90 or ORS 105.105 to 105.168, a landlord may not, and may not threaten to:

1. Deliver a notice of termination of a rental agreement based on a tenant's nonpayment balance;
2. Initiate or continue an action under ORS 105.110 to take possession of a dwelling unit based on a notice of termination for nonpayment delivered on or after October 1, 2020;
3. Take any action that would interfere with a tenant's possession or use of a dwelling unit based on a tenant's nonpayment balance;

4. Assess a late fee or any other penalty on a tenant's nonpayment; or
5. Report a tenant's nonpayment balance as delinquent to any consumer credit reporting agency

D. During the emergency period, a landlord may provide a written notice to a tenant stating that the tenant continues to owe any rent due. The notice must also include a statement that eviction for nonpayment is not allowed before the end of the emergency period.

E. During the emergency period, a landlord may not deliver a termination notice without cause and may not file an action under ORS 105.110 based on a termination notice without cause.

F. If the first year of occupancy would end during the emergency period, for the purposes of a termination notice without cause, the "first year of occupancy" is extended to mean a period lasting until 30 days following the emergency period.

G. Following the emergency period, a tenant with an outstanding nonpayment balance has a six-month grace period to pay the outstanding nonpayment balance.

H. Following the emergency period, a landlord may deliver a written notice to a tenant that substantially states:

1. The date that the emergency period ended;
2. That if rents and other payments that come due after the emergency period are not timely paid, the landlord may terminate the tenancy;
3. That the nonpayment balance that accrued during the emergency period is still due and must be paid;
4. That the tenant will not owe a late charge for the nonpayment balance;
5. That the tenant is entitled to a six-month grace period to repay the nonpayment balance following the emergency period;
6. That within a specified date stated in the notice given under this subsection that is no earlier than 14 days following the delivery of the notice, the tenant must pay the nonpayment balance or notify the landlord that the tenant intends to pay the nonpayment balance by the end of the six-month grace period described in subsection (G) of this section;

7. That failure of a tenant to give notice to the landlord of utilization of the grace period described in subsection (G) of this section may result in a penalty described in subsection (K) of this section; and
 8. That rents and other charges or fees that come due after the emergency period must be paid as usual or the landlord may terminate the tenancy under ORS 90.392, 90.394 or 90.630.
- I. 1. If a landlord gives a notice as described in subsection (H) of this section, a tenant who has an outstanding nonpayment balance as of the date listed on the landlord's notice as described in subsection (H)(6) of this section must notify the landlord of the tenant's intention to use the grace period described in subsection (G) of this section to pay the nonpayment balance."
 2. The tenant's notice under this subsection must be actual notice described in ORS 90.150 or notice given by electronic means, and must be given to the landlord by the date given in the landlord's notice as described in subsection (H)(6) of this section.
- J. The landlord's notice described in subsection (H) of this section may offer an alternate voluntary payment plan for payment of the nonpayment balance, but the notice must state that the alternate payment plan is voluntary.
- K. A tenant's failure to give the notice required by subsection (I) of this section to a landlord entitles the landlord to recover damages equal to 50 percent of one month's rent following the grace period.
- L. If a landlord violates this section, a tenant may obtain injunctive relief to recover possession or address any other violation of this section and may recover from the landlord an amount up to three months' periodic rent plus any actual damages.
- M. ORS 90.412 does not apply to a landlord that accepts a partial rent payment.

House Bill 3115

Sponsored by Representative KOTEK

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Provides that local law regulating sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to public must be objectively reasonable as to time, place and manner with regards to persons experiencing homelessness. Creates affirmative defense to charge of violating such local law that law is not objectively reasonable. Creates cause of action for person experiencing homelessness to challenge objective reasonableness of such local law. Authorizes court to award attorney fees to prevailing plaintiff in such suit in certain circumstances.

Declares emergency, effective on passage.

A BILL FOR AN ACT

Relating to the regulation of public property with respect to persons experiencing homelessness; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. (1) **As used in this section:**

(a) **"City or county law" does not include policies developed pursuant to ORS 203.077 or 203.079.**

(b)(A) **"Keeping warm and dry" means using measures necessary for an individual to survive outdoors given the environmental conditions.**

(B) **"Keeping warm and dry" does not include using any measure that involves fire or flame.**

(c) **"Public property" has the meaning given that term in ORS 131.705.**

(2) **Any city or county law that regulates the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place and manner with regards to persons experiencing homelessness.**

(3) **It is an affirmative defense to a charge of violating a city or county law described in subsection (2) of this section that the law is not objectively reasonable.**

(4) **A person experiencing homelessness may bring suit for injunctive or declaratory relief to challenge the objective reasonableness of a city or county law described in subsection (2) of this section. The action must be brought in the circuit court of the county that enacted the law or of the county in which the city that enacted the law is located.**

(5) **For purposes of subsections (2) and (3) of this section, reasonableness shall be determined based on the totality of the circumstances, including, but not limited to, the impact of the law on persons experiencing homelessness.**

(6) **In any suit brought pursuant to subsection (4) of this section, the court, in its discretion, may award reasonable attorney fees to a prevailing plaintiff if the plaintiff:**

(a) **Was not seeking to vindicate an interest unique to the plaintiff; and**

(b) **At least 90 days before the action was filed, provided written notice to the governing**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

LC 2805

1 body of the city or county that enacted the law being challenged of an intent to bring the
2 action and the notice provided the governing body with actual notice of the basis upon which
3 the plaintiff intends to challenge the law.

4 (7) Nothing in this section creates a private right of action for monetary damages for any
5 person.

6 SECTION 2. Section 1 of this 2021 Act becomes operative on July 1, 2023.

7 SECTION 3. This 2021 Act being necessary for the immediate preservation of the public
8 peace, health and safety, an emergency is declared to exist, and this 2021 Act takes effect
9 on its passage.

10