



CITY OF REDMOND

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CITY COUNCIL

June 22, 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

JUNE 22, 2021

REGULAR MEETING AGENDA

6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Pastor Mike Darby, Redmond Community Church

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS FROM CITIZENS AT THE MEETING

A. Frank Oulman's Written Comments

V. CONSENT AGENDA

A. Minutes of December 15, 2020, Council Meeting

B. Minutes of January 5, 2021, Council Workshop

C. Minutes of January 12, 2021, Council Meeting

D. Annual Service Contract for Fiscal Year 2021-2022 with Redmond Economic Development, Inc: \$143,000.

E. Convention Visitors Bureau Tourism Fiscal Year 2021-2022 Annual Contract: Not to Exceed \$315,890

VI. PRESENTATIONS

A. Downtown Redmond Library Discussion

VII. ORDINANCES

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

A. Continued: Ordinance #2021-04 -An ordinance amending the Redmond City Code Chapter 2, changing Redmond Committee for Art in Public Places to Redmond Commission for Art in Public Places, and Chapter 7, Sections 7.400 through 7.420, adding a Mural Code.

VIII. ACTION ITEMS

A. Transportation System Plan: Approval of Alternative Mobility Standards at US 97 Intersections.

IX. MAYOR'S COMMENTS

X. COUNCIL COMMENTS

A. Councilor Fitch's 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: Frank Oulman
Sent: Tuesday, June 15, 2021 10:03 AM
To: Keith Witcosky <Keith.Witcosky@redmondoregon.gov>
Subject: Please pass to the Mayor and City Councilors

[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.

Mr. Mayor and Redmond, Oregon city councilors:

June 15, 2021

I am writing you today because of the “homeless” situation. I am a person who sympathizes with the unfortunate people who face homelessness due to loss of employment, illness and injury, fire, and a number of other life altering tragedies. There are also the “lost souls” or mentally ill that garner my compassion. My problem is that this term, “homeless”, is indiscriminately used to include people who should not be included. It is a matter of semantics.

A person who is homeless must, in my way of thinking, have lost a home. This occurred due to circumstances out of his or her control. Yet today, included in the discussion of what to do with the “homeless”, are those who choose to live in this manner. When a person chooses this manner of living they should be responsible for their own welfare. Our community should not welcome them, feed them, or house them.

A number of people enjoy the life of a nomad and they don’t want any responsibilities. Some are on the run from the law, and some are young and just want get away from the restrictions of their family. They brag that they pay no taxes. If they would not receive handouts through begging, panhandling, and subsidies, they would be forced to work to survive, and they should.

As a taxpayer in our wonderful community, I object to seeing my tax dollars spent on the latter group. If they can afford to have dogs, buy tents, move in motor homes and trailers, smoke, do drugs, and purchase all those things cluttering their garbage filled spaces they feel they have a right to invade, why should we encourage them to take over our open space? Is not subsidizing them a form of enabling?

Years ago, in Portland, Oregon the “homeless”, then labeled “bums”, lived on Burnside. They’d sleep on the sidewalk, urinate in doorways of businesses, and then first came the missionaries to feed them and then came other organizations to clothe them and provide them with sleeping bags. What did this lead to? More bums and garbage! Now look at Portland.

I could support helping the true “homeless” IF there were stringent criteria to determine validity of the person’s situation. The mentally ill need to be separated from this group and given appropriate attention. Those fire victims who lost homes and need a temporary residence while their homes are replaced should qualify for help. The people who lost their homes due to the pandemic should receive aid, and I’m certain that there are many other instances where aid should be provided. However, this aid should be administered with care and criteria for receiving it should be scrutinized and those who choose this lifestyle should not qualify. Furthermore this provision of care should be temporary with the expectation that the recipients gain employment and become self-sufficient.

As I stated previously, I support being charitable to those in need, but to I am opposed to being forced to spend taxpayer funds, local or federal, on freeloaders or bums. This country has generational Welfare. Let’s not set up a social program that will lead to generational homelessness.

Sincerely,
Frank Oulman

SPECIAL CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD DECEMBER 15, 2020, VIA GOTOMEETING.

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

MEDIA PRESENT: None

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

ORDINANCES

A. Ord. #2020-18 – An ordinance updating the Redmond Transportation System Plan, inclusive of the 2018 Airport Master Plan, making it the transportation element of the Redmond Comprehensive Plan.

City Attorney Keith Leitz provided a procedural update on Ord. #2020-18 noting that the first and second reading of the ordinance took place at the December 8, 2020, Council meeting. Because the vote to approve the ordinance was not unanimous, per the Charter it must come before the Council again for a vote at a second meeting. City Manager Keith Witcosky noted the public hearing took place and was closed on December 8, 2020.

City Engineer Mike Caccavano provided an update on the ordinance and addressed questions on projects beyond the 20-year plan timeframe, US 97 S Redmond Corridor Plan implementation, grade separated crossings (overpasses/underpasses), alternative travel modes, and community priorities.

Councilor Clark-Endicott moved, seconded by Councilor McPherson, to approve Ord. #2020-18.

Councilor Patrick expressed concern that the growth model provided to the City of Redmond by Portland State University may not be accurate and may underestimate the growth that will occur in the coming years. He opined the Highway 97 corridor will potentially grow so much there will need to be some planning on what to do long term. Councilor Patrick expressed concerned about safety and alluded specifically to a recent death near the Buggy Stop. Mr. Caccavano explained a traffic signal at Kingwood Avenue and 6th Street is planned and will be coming to the Council in the coming months as part of a proposed 5-year plan. Councilor Patrick commented he has read several instances in the Transportation System Plan (TSP) about the need for reduced reliance on automobiles, but is not confident there will be less reliance on autos in the coming years. He spoke to the issue of transit and the need for funding. Councilor Patrick referred to the seven at-grade crossings and after consulting the map he could not identify each of the seven crossings. Mr. Caccavano listed the crossings and will email him the list. Councilor Patrick referred to potential funding sources listed in the TSP and stated he disagrees with the consultant that these are viable sources for Redmond.

Airport Director Zachary Bass addressed questions from Councilor Patrick regarding the Airport Master Plan and the Hangar Lease, “outside the fence” projects, the Airport’s new category designation and its effects on the Airport Master Plan, the airport radar system, and the number of helicopter pads at the airport.

Motion passed. (ROLL CALL: Bullock-yes, Clark-Endicott-yes, Endicott-yes, King-yes, McPherson-yes, Patrick-no)

There being no further business, the meeting was adjourned at 6:42 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 8th day of June 2021.

DRAFT

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

SPECIAL CITY COUNCIL WORKSHOP OF THE CITY OF REDMOND WAS HELD JANUARY 5, 2021, VIA GOTOMEETING.

COUNCIL MEMBERS PRESENT: Jon Bullock – Krisanna Clark-Endicott – George Endicott – Clifford Evelyn – Ed Fitch – Jay Patrick – Shannon Wedding

MEDIA PRESENT: None

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

Mayor Endicott announced two additional discussion items were being added to the agenda. The first being whether to consider a resolution to support local businesses impacted by the pandemic and the second being Council goal setting.

Council goal setting will take place on January 26 and February 2. Mayor Endicott requested the Council submit any goals and/or priorities to City Manager Keith Witcosky, by the end of the day on Friday, January 15. Ideas will then be distributed to the Council via the meeting packet.

Mayor Endicott read Section 17 of the City Charter regarding the role of the Mayor in Council meetings, including being designated as the chair of the meeting, voting on all items, preserving order, and determining order of the agenda.

Mayor Endicott asked if the Council should pass a resolution encouraging the Governor to put measures in place allowing more small businesses to open up and engage in commerce. He provided some background noting that small businesses have been on a “roller coaster” due to COVID-19 restrictions. Opening and closing multiple times due to changing protocols has been expensive for them. Mayor Endicott and Councilors Clark-Endicott and Patrick contacted the Governor’s office asking for relief but have not received any response. Mayor Endicott alluded to various sets of data about how COVID-19 is transmitted and pointed out the conflicting reports. He has requested industry data from Deschutes County Commissioner Patti Adair in an effort to gain clarity.

Questions for the Council's consideration are:

1. Should the Council pass a resolution?
2. If so, what kind?
3. What are we trying to accomplish with the resolution?
4. Does it advance our goals?
5. Should we encourage the governor to follow the school model or pass a resolution, out right?
6. What kind of “whereas” items should be included in the resolution?
7. Is there other factual information that we should gather, or do we have what we need?

Councilor Fitch stated the government’s use of power to restrict business operation is not based on quantifiable evidence and the business owners and employees involved have not had a voice in the matter. Councilor Fitch opined a public hearing is needed to give business owners the opportunity to voice how the restrictions have impacted them.

Councilor Evelyn attended a Chamber event noting that business owners are very frustrated and feeling ignored. They would like to see solid leadership and a fair and balanced compromise. Councilor Evelyn recommended that in the future, the Council hold an emergency meeting to get ahead of situations rather than letting the situation get out of control.

Councilor Patrick opined the Governor has approached the pandemic with a sledgehammer rather than looking at each type of business and what rules should apply to them.

Councilor Wedding concurred with the Council's comments adding the idea of a public hearing will allow people to be heard and voice their frustrations and concerns. She cautioned against people taking matters into their own hands and stirring up anger and dissention.

Mayor Endicott spoke with the Governor's Central Oregon representative Annette Liebe and addressed the Governor's recent statement on schools re-opening and allowing schools to make their own decisions. Mayor Endicott asked why the same approach could not be taken by cities and counties and individual businesses. Ms. Liebe said she would relay his concerns to the Governor.

Councilor Clark-Endicott stated the Council has been dealing with this issue for many months but urged them to remember their roles and responsibilities. She explained the power to make changes does not lie with the Council, but rather with the Governor who instituted the shutdown. Councilor Clark-Endicott urged caution with wording and making sure that citizens are not left with the impression the Council is giving them permission to re-open. It will be the State that comes down on them for violating the order. She said it is within the domain of the Council to advocate on behalf of the citizens and request similar treatment for small businesses as has been afforded to school districts.

Councilor Fitch commented there are many ways to think about the situation. One such "outside the box" idea is the possibility of declaring Redmond a "Sanctuary City" and stating, that by doing so, the city will not enforce any orders other than those in place last summer.

Councilor Bullock asked for clarification on the letters sent to the Governor by the Mayor and Councilors Clark-Endicott and Patrick such as if they were sent on City letterhead, sent on behalf of the Council, etc. Mayor Endicott has spoken twice with Ms. Liebe about business closures that are occurring. He indicated his letter was sent an email from his personal account; however, Ms. Liebe knows he is the Mayor of Redmond. Councilor Patrick sent his comments from his personal email account. Councilor Clark-Endicott used her city email account but stated that she sent it on her own behalf.

Councilor Bullock reminded the Council this is a global pandemic and that one of the unfortunate realities is that people are suffering. He discussed the opening of schools, the number of deaths, the need to get infection rates down, and the realization that people are frustrated. He asked the Council to consider the goal and what they can do about it given their roles adding he understands the need for a balance between lives and livelihoods.

Mayor Endicott opined the issue is that rules appear to be arbitrarily applied and that "big box" stores are open but small businesses are not.

Councilor Evelyn suggested that a letter be written from the entire Council opining it would have more effect than individual letters.

Mayor Endicott shared that he asked the League of Oregon Cities to take action; however, the Board decided to not engage on this issue. He suggested the Council be mindful that Redmond is the only city that is taking a stand, whether by resolution or letter, and that care be given to its wording.

Councilor Evelyn suggested involving Deschutes County Public Health Department's Dr. George Conway so medical statistics and advice can be included. Mayor Endicott stated that Dr. Conway's role is to protect the public, not to consider the fallout for businesses. Councilor Fitch reiterated that a public hearing should be scheduled and that the Council should have input on the resolution. Councilor Patrick spoke in support of a public hearing so business owners to have a venue for expressing their frustration. Councilor Clark-Endicott agreed that engaging Dr. Conway would not be helpful in terms of specific needs in Redmond but stated that she thinks joint action by the Council is appropriate.

Councilor Bullock stated that public hearings are typically for items that will be voted on and that require such hearings; however there is nothing the Council has the authority to change. Rather he suggested

that the Council advocate to the Governor's office for more flexibility for businesses and to encourage United States Representative Cliff Bentz to act on the passage of the Heroes Act that includes money for cities and small businesses.

Mayor Endicott read from a statement issued by the Governor on December 30 which stated local authorities cannot supersede her orders; he reiterated that big businesses, schools and churches can open but small businesses are shut down.

After further discussion, it was the consensus of the Council that Councilor Clark-Endicott and Mr. Witcosky work together to draft a letter asking the Governor to relax the regulations that are keeping small businesses closed. They plan to have this done by Thursday so that it can be included in the packet for the next meeting. Councilors can send comments about the letter to Mr. Witcosky for discussion at the next meeting. No public hearing will be held.

PRESENTATIONS

A. Review of Fiscal Year 2021-2022 Budget Calendar

Chief Financial Officer Jason Neff provided an overview of the Fiscal Year (FY) 2021-2022 budget process and reviewed the timeline.

Councilor Patrick requested there be 2 to 3 budget meetings scheduled a week apart to allow for ample time to read the budget document.

Mr. Neff explained how each department is funded.

B. Wastewater Treatment Plant

Wastewater Division Manager Ryan Kirchner gave a presentation on the future wastewater treatment plant expansion. Estimates indicate that by 2045 the population of Redmond will reach 54,000. Current facilities are aging and reaching capacity limits so the City needs to be proactive in providing for wastewater treatment. There are two options for an expansion:

- Option 1: Mechanical Treatment Plan calls for expansion of current treatment facility located at north end of Dry Canyon.
 - Capital Cost: \$47.7 million
 - 20-year lifecycle - \$72.0 million (estimated cost to operate)
 - 10 to 20-year life expectancy
 - No grant funding available
- Option 2: Lagoon and Wetlands Development will require more land but will also include environmental and recreational benefits.
 - Capital Cost: \$41.6 million
 - 20-year lifecycle - \$53.9 million (estimated cost to operate)
 - 50-year life expectancy
 - Requires abandonment of existing facilities (disadvantage) which will open that area up for other possibilities (potential advantage)
 - Will result in a decrease in operation costs and potential for reduced fees for this service
 - Grant funding available
 - Risks include unknowns about soil work (rock or lava caves), public opinion and possible opposition of the idea (odor concerns), and ensuring that it meets regulatory requirements per DEQ now and into the future

Mr. Kirchner addressed questions throughout his presentation. Consensus of the Council was to proceed with Option 2, which currently involves preliminary engineering design and public outreach.

C. Capital Improvement Projects for 2021

City Engineer Mike Caccavano provided a presentation on the capital improvement projects approved for the FY 2020/2021. Projects which focus on maintaining and improving infrastructure include:

- NW 10th Street sidewalks, Canyon to Quince
- NW Maple Avenue-Dry Canyon Staircase
- NW Maple Avenue/NW 9th Street Traffic Signal
- NE Hemlock Avenue improvements
- 4th and Evergreen parking lot
- Highway 126 sidewalks, 27th to 35th Streets
- Quartz Park
- South Redmond Water Facility

Mr. Caccavano answered questions on whether sidewalks were funded with System Development Charges and if property owners were expected to pay for sidewalks through their property.

OTHER BUSINESS

There being no further business, the workshop was adjourned at 8:37 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 22nd day of June 2021.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

REGULAR CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD JANUARY 12, 2021, VIA GOTOMEETING.

COUNCIL MEMBERS PRESENT: Jon Bullock – Krisanna Clark-Endicott – George Endicott – Clifford Evelyn – Ed Fitch – Jay Patrick – Shannon Wedding

MEDIA PRESENT: None

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

BLESSING

Pastor Mike Ferry from Cornerstone Christian Fellowship led the blessing.

PLEDGE OF ALLEGIANCE

Mayor Endicott led the Pledge of Allegiance.

ELECTION OF COUNCIL PRESIDENT

Councilor Clark-Endicott moved, seconded by Councilor Wedding, to nominate Councilor Patrick as Council President, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

COMMENTS FROM CITIZENS AT THE MEETING

There were no comments from citizens at the meeting.

CONSENT AGENDA

A. Department of Justice Bulletproof Vest Partnership Grant Acceptance: \$1,265

B. Purchase Authorization for Used 2011 772GP John Deere Motor Grader: \$143,550

Councilor Fitch moved, seconded by Councilor Clark-Endicott, to approve the Consent Agenda, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

BID AWARDS/BID REJECTIONS

A. Investment Advisor Services RFP - PFM Asset Management

Chief Executive Officer Jason Neff requested approval of a contract with PFM Asset Management for Investment Advisor Services. The three-year contract has two optional one-year extensions. Mr. Neff stated that the City has three accounts, one of which is the Investment Account and described the rationale for having an investment advisor: increased return on investments, efficiency in contrast to having staff manage the funds, and proactive management that can pivot with the market. The City issues a received four proposals in response to a Request for Proposal. Although PFM Asset Management has the second highest fees, they also have the highest returns which makes up for the difference. Mr. Neff explained that PFM is being recommended based on their experience in Oregon with investment policies, the customer service expected from them, and their historical investment performance. Mr. Neff answered questions regarding scoring information, clarification on methodology for ranking proposals, decision making and the City's investment policy.

Councilor Clark-Endicott declared a potential conflict of interest because PFM Asset Management is the investment advisor for CCIS for which she serves on the CCIS Board of Trustees. She stated that this does not affect her ability to make decisions, only that she wanted to be clear for the record.

Councilor Fitch moved, seconded by Councilor Patrick, to award the Investment Advisor Services RFP to PFM Asset Management and authorize the City Manager to sign a three-year contract with two optional one-year extensions, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

ACTION ITEMS

A. Discussion of Letter to Governor Brown in Support of Redmond's Small Businesses

City Manager Keith Witcosky and the Council reviewed and edited a draft letter to Governor Kate Brown requesting that she address the issue of not permitting small businesses to open due to COVID-19 restrictions.

Resident Gloria Olson stated that in her original letter to the Council, she was expressing her support for sending a letter to Governor Brown. She wanted to address her concerns about restaurants opening before the public can be vaccinated adding that it is important to keep everyone safe once they start going back to restaurants.

Resident Holly Hoeksema thanked the Council for how they serve the community. She noted she opposed the “carte blanche” reopening of businesses but is thrilled to see the letter as it has been rewritten. Ms. Hoeksema said that she supports Councilor Fitch’s comments regarding businesses needing to follow strict guidelines and Councilor Bullock’s comments about the need for specific metrics for reopening.

Resident Steve Thorp stated that while he thinks the revised letter is much better, it is still based upon a faulty assumption that if small businesses follow the CDC and State guidelines there will not be an increase in COVID-19 infections among their customers. He explained the only known methodology to prevent increased cases is to reduce social contact, especially in hot spots such as restaurants and bars. Mr. Thorp urged mutual self-restraint and sacrifice for the greater good.

Grace and Hammer Pizzeria General Manager Pio Valensin read a statement to the Council regarding potential solutions to help struggling small businesses. Suggestions included the return or refund of some of the fees and taxes that have been collected on behalf of the small businesses.

There were no further comments from the public.

Councilor Fitch moved, seconded by Councilor Wedding, to accept the letter as modified.

Councilor Bullock stated that he does not think the letter, as written, is specific enough but including a request for financial support for small businesses would better support the desired outcome.

Motion passed. (Bullock-no, Clark-Endicott-yes, Endicott-yes, Evelyn-no, Fitch-yes, Patrick-yes, Wedding-yes)

B. Amendment #1 to Addendum #24 for City Contract #2015-39 with Morrison Maierle, Inc. for the Taxiway F Rehabilitation Project (AP4700): Revised Scope and Cost Reduction from \$1,047,000 to \$812,000

Airport Director Zachary Bass requested approval of Amendment #1 to Addendum #24 to City Contract #2015-39 with Morrison Maierle for the Taxiway F Rehabilitation Project. Mr. Bass provided background on the project for the new Councilors. Amendment #1 revises the scope of work to reduce the width of Taxiway F from 75 feet to 50 feet per Federal Aviation Administration guidance. The revised scope of work will reduce the total estimated design and construction management costs from \$1,047,000 to \$812,000.

Councilor Clark-Endicott moved, seconded by Councilor Patrick, to approve Amendment #1 to Addendum #24 for City Contract #2015-39 with Morrison Maierle, Inc. in the maximum amount of \$812,000 and authorize the City Manager to sign the amendment, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

C. Right-of-Way Vacation Initiation for SW Salmon Avenue between SW 1st and SW 6th Streets

City Engineer Mike Caccavano requested the Council start the vacation initiation process for right-of-way on SW Salmon Avenue between SW 1st Street and SW 6th Street and schedule the public hearing for February 23, 2021. Mr. Caccavano explained right-of-way and its uses, noting that if not needed by the City it can be given back to the property owners per Oregon Revised Statutes.

Councilor Fitch expressed opposition to the vacation stating that unless there is a compelling reason, he believes the City will regret it in the future. He pointed out that the land to the north of the proposed vacation will likely be developed in the future and would need that right-of-way access.

Councilor Bullock asked about the timing of this request. Mr. Caccavano stated that McKenzie Cascade is developing an industrial parcel to the north of the right-of-way and asked if the right-of-way was needed. Mr. Caccavano noted that McKenzie Cascade would be able to proceed without the vacation of the right-of-way.

The Council requested additional information on this vacation as well as the overall vacation process; a future workshop will be scheduled.

D. Res. #2021-01 - A resolution adopting amendments to the Community Development Block Grant (CDBG) 2019 Annual Action Plan to reflect CDBG-CV3 (COVID-19) Cares Act funding and HUD waivers and authorizing the submission of the amended Annual Action Plan to the United States Department of Housing and Urban Development.

Deputy City Manager John Roberts stated that through the Community Development Block Grant (CDBG), the federal government gives local communities money, designated for low- and moderate-income people and blighted projects and that it gives local decision makers the power to make decisions. Currently 1,100 cities nationwide are designated as Entitlement Communities and Redmond achieved this designation in 2014. Mr. Roberts said that each year the City receives \$250,000 from US Department of Housing and Urban Development (HUD) allocated for vulnerable populations and housing. Mr. Roberts reported that additional funds have become available to address COVID-19 expenses and programs; these funds are referred to as CV1 and CV3. Council addressed use of CV1 funds in late June/early July and address the use of CV3 funds through Res. #2021-01.

CDBG Consultant Elizabeth McNannay shared that HUD waived the public service cap with the COVID-19 funding which will allow this funding to have the biggest impact in the community with the people who are the most vulnerable.

Housing Program Analyst Rebecca Batzel provided a presentation on CDBG, its history in Redmond, and the process behind the proposed recommendations. The four entities chosen to receive funding are: Thrive Central Oregon (\$73,900), Redmond Senior Center (\$33,000), Latino Community Association (\$15,000), and Shepherd's House Ministries (\$35,000).

Councilor Fitch moved, seconded by Councilor Bullock, to adopt Res. #2021-01, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

E. Guaranteed Maximum Price Amendment to the Construction Manager/General Contractor Contract in the amount \$16,235,431.88; South Redmond Water Facility Reservoir Construction: (WA1902).

Mr. Caccavano described the South Redmond Water Facility project and the Construction Manager/General Contractor (CM/GC) process. He gave the history of this project, including information on Amendment 1 and Amendment 2. He outlined the Contract Amendment 3 Guaranteed Maximum Price and listed funding sources. Questions from the Council focused on increasing costs over time, and lack of contingencies.

Councilor Wedding declared a potential conflict of interest as her spouse manages the Water Division but does not feel it will affect her ability to make decisions or vote.

Councilor Clark-Endicott moved, seconded by Councilor Fitch, to authorize the City Manager to sign Amendment 3 to the CM/GC contract with Emery & Sons Construction Group to set a guaranteed maximum price of \$16,235,431.88, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

MAYOR'S COMMENTS

A. Reappointment of Charlie Rucker to the Historic Landmarks Commission, term expiring December 31, 2022.

Mayor Endicott recommended the reappointment of Charlie Rucker to the Historic Landmarks Commission, term expiring December 31, 2022, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

Mayor Endicott reminded the Council to provide Mr. Witcosky with input on the Council goals by Friday, January 18, 2021.

COUNCIL COMMENTS

Councilor Patrick thanked the Council for appointing him Council President. He stated he is excited about the letter to the Governor and hoped she takes the time to read it and respond. Councilor Patrick opined there comes a time when economic survival needs to be a consideration in the recovery from the pandemic.

Councilor Evelyn stated he hopes the Council can move forward and keep the City healthy.

Councilor Bullock encouraged Redmond's citizens to follow health guidelines regarding COVID-19 and urged the Council to explore every resource available to assist individuals and local businesses impacted by the mandatory closures.

Councilor Fitch addressed the COVID-19 pandemic, stating that he is grateful that 2020 is over and acknowledged that it is often difficult to find common ground among varying beliefs. He knows people who have been died or have long-term effect from COVID-19, but tht he is also concerned about small business owners. He pointed out that the recent surge in COVID-19 cases happened when these small businesses were shut down, and the thinks the surge is more related to family gatherings.

Councilor Wedding opined the approved letter to Governor Brown is an effort to open up the dialogue and not an effort to make demands. She expressed thanks to everyone who has come together on this, citing specifically the public; she said that this process and the resulting letter ashow the community that the City Council cares and is taking action in support of the community.

Councilor Clark-Endicott expressed appreciation for the Council working together to draft this letter to the Governor. It is the Council's job to represent citizens who have been impacted and who have no voice. Councilor Clark-Endicott reported on the recent meetings she added for the Urban Area Planning Commission, the National League of Cities First Tier Suburbs Committee, and the Central Oregon Area

Commission on Transportation Executive Board. Councilor Clark-Endicott will be attending the virtual CityCounty Insurance Services Board retreat.

CITY MANAGER COMMENTS

City Manager Keith Witcosky expressed appreciation to Councilor Fitch for his patience as they moved through the process of creating the letter to Governor Brown. He said that he will send out the signed letter tonight and will send a copy to each Council member. There will be a partial road closure for three to four months at 10th Street and Pershall Way for improvements for the Dry Canyon. He reported that next week Erika McCalpine (from OSU-Cascades) will present on Diversity, Equity, and Inclusion (DEI) in regard to a DEI Task Force that the City may be forming. Mr. Neff will also be present next week to discuss the City's organization as a whole, how the City delivers services today with a population of 32,000, and how that will need to expand as the City anticipates growth to 50,000 residents in the years to come. This is intended to be foundational information for the Council as they move toward goal setting beginning on January 26.

ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

There were no additional comments from citizens at the meeting.

There being no further business, the meeting was adjourned at 8:32 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 22nd day of June 2021.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



CITY OF REDMOND

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

STAFF REPORT

DATE: June 22, 2021
TO: Redmond City Council
THROUGH:
FROM: Keith Witcosky, City Manager
SUBJECT: Annual Service Contract for Fiscal Year 2021-2022 with Redmond Economic Development, Inc: \$143,000.

Addresses Council Goal:

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

Report in Brief:

This item requests City Council approve a one year service contract, in an amount not to exceed \$143,000, between the City of Redmond and the Redmond Economic Development Inc. (REDI) for investments in economic development and traded sector job growth. Contract term is from July 1, 2021 - June 30, 2022.

Background:

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

Discussion:

The service contract with REDI contains the following notable information:

- Amount: \$143,000.
- Duration: July 1, 2021 – June 30, 2022. Does not auto-renew.
- Other: REDI shall make a good faith effort to raise money from private contributions or third-party sources an amount equal to the estimated level detailed in the Budget.
- REDI shall make annual performance reports to City Council.
- Financial Audit: REDI shall perform an annual internal audit and present the results in the form of a letter to the City. Records, etc. must be made available for an audit by the City or their duly authorized representatives to assess the accomplishments of the program or to ensure compliance with any requirement of the program.

Fiscal Impact:

This service contract directs \$143,000 in City resources to REDI for investment in economic development/traded sector related activities.

Of the \$143,000, \$132,000 is from the General Fund and \$11,000 is from Redmond Municipal Airport.

Alternative Courses of Action:

1. Approve the service contract with REDI.
2. Request changes to the service contract.
3. Do not Approve the service contract.

Recommendation / Suggested Motion:

"I move to approve the FY 2021/2022 service contract between the City of Redmond and Redmond Economic Development Inc. for investment in economic development related activities."

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AGREEMENT BETWEEN THE
THE CITY OF REDMOND AND
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**AGREEMENT BETWEEN CITY OF REDMOND AND
THE REDMOND ECONOMIC DEVELOPMENT INC (REDI)
FOR FISCAL YEAR 2021-2022**

THIS AGREEMENT (“Agreement”) entered into this 1st day of July 2021, by and between the City of Redmond (“City”) and Redmond Economic Development Inc. (“REDI”).

WHEREAS, for the fiscal year of 2021-2022 City funds in the amount of One Hundred Forty-Three Thousand Dollars (\$143,000) (“Funds”) have been allocated to REDI to further the REDI Strategic Action Plan to pursue economic and business development through effective marketing, recruiting, retention/expansion, in Redmond, Oregon.

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

1. AMOUNT

The City provides to REDI an amount of Funds not to exceed \$143,000 to be expended in accordance with REDI’s Operating Budget for the fiscal year of 2021-2022 (“Budget”) attached hereto as Exhibit “A” and incorporated herein. This contract will be adjusted annually at a Cost of Living Index (COLA) equivalent to what the City provides their non-represented full-time employees (2% for Fiscal Year 2021-2022).

2. TERM OF AGREEMENT

The term of this Agreement shall be for the period beginning July 1, 2021 and terminating June 30, 2022 (“Program Year”), unless terminated earlier as set forth herein.

3. STATEMENT OF WORK

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

4. FINANCIAL MANAGEMENT

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

5. REPORTING, RECORD KEEPING AND MONITORING

a. Report/Newsletters

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

b. Miscellaneous Reporting

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

c. Financial Audit

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

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

d. Record Keeping

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

e. Monitoring

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

6. REQUESTS FOR FUNDS

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

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

7. DOCUMENT SUBMISSION

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

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

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

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

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

8. PROHIBITION ON USE OF FUNDS

a. Employee Salaries

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

b. Litigation or Adverse Actions

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

9. CITY TERMS AND CONDITIONS

a. Independent Parties

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

b. Personnel

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

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

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

c. Assignability

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

d. Policy Prohibiting Harassment and Discrimination

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

e. Insurance

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

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

- a) **Workers Compensation Insurance:** Insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Employers' Liability Insurance with coverage limits of not less than \$500,000 must be included.
- b) **General Liability:** Commercial General Liability (CGL) insurance coverage with the following minimum limits: \$500,000 each occurrence/ \$1,000,000 aggregate. Commercial General Liability policies shall be endorsed to name the City of Redmond, its officers, agents, directors, employees and volunteers as an additional insured. The additional insured endorsement shall provide the City of Redmond with primary and non-contributory coverage.

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

2) Subrogation Waiver

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

3) Failure to Secure

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

4) Additional Insured

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

5) Sufficiency of Insurance

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

f. Hold Harmless

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

g. Taxes

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

h. City Permits

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

10. WAIVER

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

11. COST OF LITIGATION

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

12. CONFLICT OF LAW

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

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

13. INTEGRATED CONTRACT

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

14. INSERTED PROVISIONS

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

15. CAPTIONS

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

16. AMENDMENTS TO AGREEMENT

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

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

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

17. TERMINATION

a. Termination of the Agreement for Cause

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

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

REDI

CITY OF REDMOND

Signature

Date

President
REDI Board of Directors

Signature

Date

Keith Witcosky
City Manager
City of Redmond

RECOMMENDED FOR APPROVAL:



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: June 22, 2021
TO: Redmond City Council
THROUGH:
FROM: Keith Witcosky, City Manager
SUBJECT: Convention Visitors Bureau Tourism Fiscal Year 2021-2022 Annual Contract: Not to Exceed \$315,890

Addresses Council Goal:

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

Report in Brief:

This item requests City Council approve a not to exceed service contract of \$315,890 from July 1, 2021 - June 30, 2022, between the City of Redmond and the Redmond Convention Visitors Bureau (CVB) for investments in Tourism Promotion and Tourism Related Activities in accordance with Oregon Revised Statutes.

Background:

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

Oregon Revised Statutes (ORS) requires City's to invest a specific percentage of their annual lodging tax collections in tourism and tourism related activities. For Fiscal Year (FY) 2021/2022 this percentage is estimated to be approximately \$315,890. Through this action the City will pay the CVB (contractor) on a monthly basis for all Transient Lodging Tax (TLT) proceeds collected for tourism-related activities (33 1/3% of the first 7.5% transient lodging tax).

Beginning during the 2019 budget process and continuing in the 2021 process, the City Budget Committee expressed an interest in being able to make annual decisions on the strategic use on the growth of the TLT collected by the City for uses that meet the requirements of the ORS.

If overall year-end collections exceed forecasted amounts (which will be known in around August 2022), then the City Council shall make determination in the months to follow regarding the strategic use of those resources which could include further investments in the CVB or another eligible use.

See the attached graphic for the annual cycle.

The CVB shall invest their resources consistent with the Strategic Plan for FY 2021-2022.

Discussion:

The service contract with CVB contains the following notable information:

- Amount: up to \$315,890.
- Duration: July 1, 2021 – June 30, 2022 (auto-renew each year).
- Financial Audits: CVB must make tourism promotion files, books, and records available for an audit by the City or their duly authorized representatives to assess the accomplishments of the tourism promotion program or to ensure compliance with any requirement of the tourism promotion program.
- Other: CVB to annually present a strategic plan to City Council in Jan/Feb/Mar as part of the upcoming year's budget process.

Fiscal Impact:

This contract is for a not to exceed amount of \$315,890 in City collected TLT to the Redmond CVB for investment in tourism related activities.

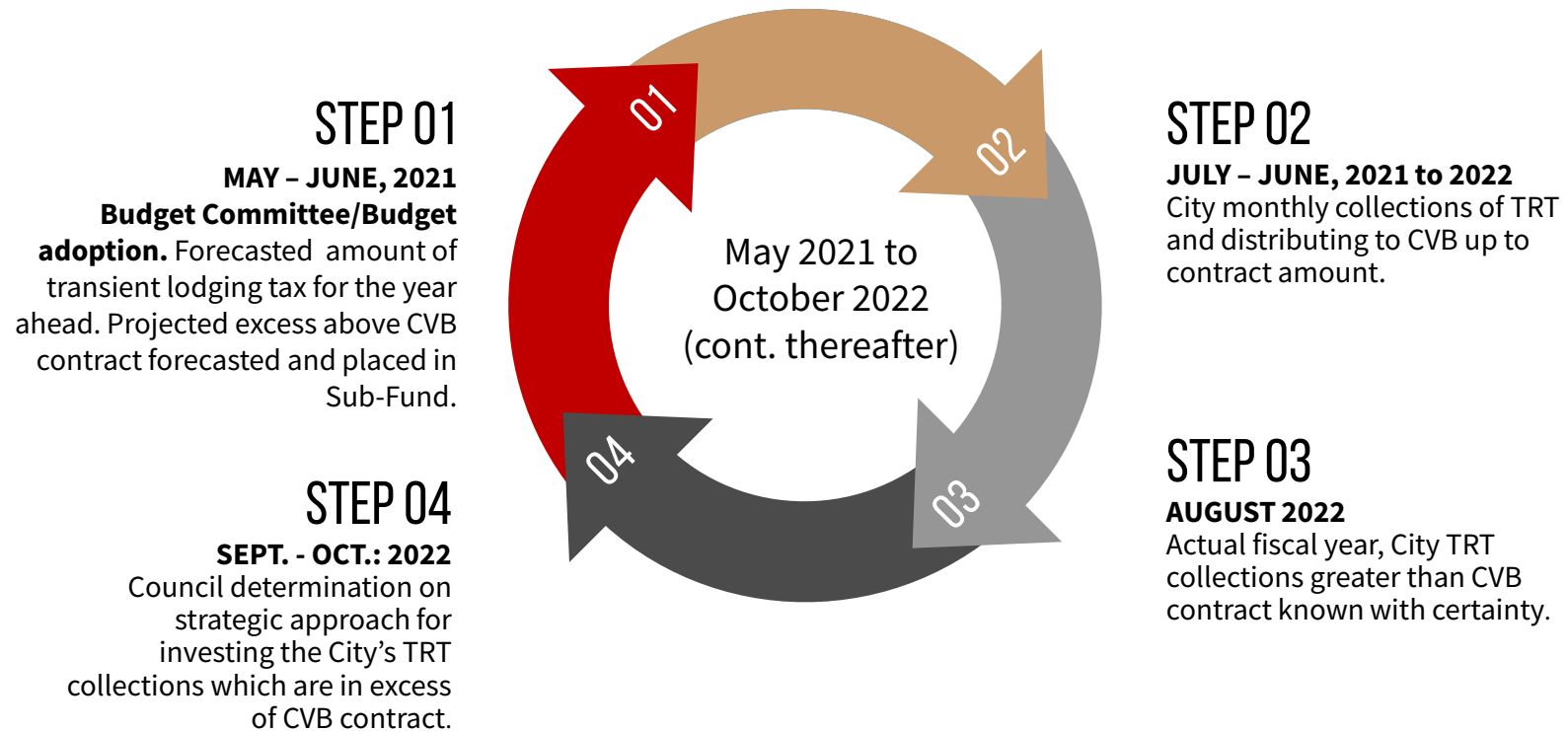
Alternative Courses of Action:

1. Approve the service contract with the CVB.
2. Request changes to the service contract.
3. Do not Approve the service contract.

Recommendation / Suggested Motion:

"I move to approve the FY 2021/22 service contract between the City of Redmond and the Redmond Convention Visitors Bureau for statutorily allowable tourism related activities and expenditures."

CITY TRANSIENT LODGING TAX CYCLE



**AGREEMENT BETWEEN THE
THE CITY OF REDMOND AND
THE REDMOND CHAMBER OF COMMERCE
FY 2021-2022**

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**AGREEMENT BETWEEN CITY OF REDMOND AND
THE REDMOND CHAMBER OF COMMERCE dba CONVENTION VISITORS
BUREAU
FOR FISCAL YEAR 2021-2022**

THIS AGREEMENT (“Agreement”) effective the 1st day of July 2021, by and between the City of Redmond (“City”) and the Redmond Chamber of Commerce dba the Redmond Convention and Visitors Bureau (“CVB” or Contractor”).

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

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

WHEREAS, for fiscal year 2021-2022 the City is forecasting to invest \$315,890 of these dollars with the Contractor.

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

1. AMOUNT

The City will pay the Contractor on a monthly basis all Transient Lodging Tax proceeds collected for tourism-related activities (33 1/3% of the first 7.5% transient lodging tax) in an amount not-to-exceed \$315,890 annually to be expended in accordance with the CVB Strategic Plan for fiscal year 2021-2022 (“Investment and Marketing Plan”) attached hereto as Exhibit “A” and incorporated herein. The not-to-exceed amount paid to the Contractor shall be annually adjusted at a Cost of Living Adjustment (COLA) equivalent to what the City provides to their non-represented full-time employees (2% in fiscal year 2021-2022). Any decision to increase or decrease the amount provided to the CVB shall be made by the City Council as part of the annual budget process.

2. TERM OF AGREEMENT

The term of this Agreement shall be for the period beginning July 1, 2021 and terminating June 30, 2022 (“Contract Year”). This Agreement shall auto-renew each fiscal year, unless terminated as set forth in Section 16. The City will provide sixty days’ notice if the City’s recommended budget includes an increase or decrease to the Contract amount.

3. DEFINITIONS AND ALLOWABLE USES

- A. Definitions and uses of Transient Lodging Tax funds are according to Oregon Revised Statutes (ORS) for Transient Lodging Taxes which are subject to change from time to time.
- B. “Annual Budget” means CVB’s annual budget, sources of funds, uses of funds for work required by this Agreement.
- C. “Annual Investment and Marketing Plan” means CVB’s annual marketing and strategic plan for tourism promotion services for Redmond, Oregon.
- D. “Annual Report” means an annual report to the Redmond City Council which includes statistics, applicable metrics and summary reports on the success of the Annual Investment and Marketing Plan.
- E. “Contract Year” means the period from July 1 to the immediately following June 30.

4. CONTRACTOR SERVICES

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

- A. Visitor Information Center. Contractor shall manage and administer a Visitor Information Center (Center) within Redmond. Contractor shall provide all staff, materials and services for the functioning of the Center. The Center shall be open to provide information and materials for walk-in visitors with hours established subject to demand and seasonal adjustments. The Center shall respond to requests for tourism information sent by mail or electronic means. Contractor shall develop informational programs and shall coordinate with other agencies and entities to develop and provide tourism information regarding Redmond.
- B. Tourism Promotion Activities. Contractor shall provide functions, literature, advertising, staff, supplies, equipment and support to promote Redmond as a destination for tourists and visitors. Contractor shall develop, arrange for printing, and distribute literature to promote Redmond visitors and identify and conduct activities and programs designed to promote Redmond for tourists and visitors. Contractor shall coordinate its activities, as appropriate, with other organizations and other visitor promotion entities.
- C. Administrative and Management Functions. Contractor shall provide day-to-day management activities including planning, and acquisition of services, equipment, supplies and facilities to fulfill the Annual Investment and Marketing Plan for the Center and Tourism Promotion Activities. Contractor shall be responsible for maintaining capable and competent staff, including management staff. Contractor’s Executive Director or designee shall attend any City Council and/or City Committee meetings as directed by the City to provide updates, information or other data on Chamber/CVB plans and services.

5. REPORTING, RECORD KEEPING AND MONITORING

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

- A. Record Keeping. Records shall be maintained for a period of no less than 3 years and in sufficient detail to document performance required under Paragraph 2 above. Access to records shall be provided to the City upon reasonable notice.
- B. Monitoring. On-site monitoring of the Contractor may be conducted, as appropriate, with prior notice, to review program progress and the financial and program records of the Contractor.

6. DOCUMENT SUBMISSION

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

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

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

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

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

7. PROHIBITION ON USE OF FUNDS

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

8. CITY TERMS AND CONDITIONS

- A. Independent Parties. City and Contractor intend that the relation between them created by this Agreement is that of grantor-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by the City of Redmond to its employees, including, but not limited, to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any State or Federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.
- B. Personnel
 - a. The Contractor represents that it has, or will secure through a third party, all personnel required in performing the services under this Agreement.
 - b. All of the services required hereunder will be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be authorized, if and as required by State and local law, to perform such duties.

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

- C. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City; provided, however, that claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any assignment or transfer shall be furnished promptly to the City by the Contractor.
- D. Policy Prohibiting Harassment and Discrimination. Consistent with the City's policy that harassment and discrimination are unacceptable conduct, and in compliance with similar federal and state laws, Contractor agrees that discrimination in the selection of contractors, employees or clients, or harassment directed towards contractors, employees or clients, on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated.

E. Insurance.

- a. On or before the commencement of the term of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Subparagraphs 9.e.(1)-(5). Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City by certified mail, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of Oregon.
- b. Contractor shall maintain the following insurance coverage:
 - i. **Workers Compensation Insurance:** Insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers or provide certification of exempt status. Employers' Liability Insurance with coverage limits of not less than \$500,000 must be included.
 - ii. **General Liability:** Commercial General Liability (CGL) insurance coverage with the following minimum limits: \$1,000,000 each occurrence/\$2,000,000 aggregate. Commercial General Liability policies shall be endorsed to name the City of Redmond, its officers, agents, directors, employees and volunteers as an additional insured. The additional insured endorsement shall provide the City of Redmond with primary and non-contributory coverage.
 - iii. **Automobile Liability Insurance:** If vehicles are used to deliver any services provided by the City funds, automobile liability insurance with minimum Combined Single Limit of not less than \$500,000 per occurrence is required. Commercial Automobile Liability is required for Contractors that own business vehicles. Personal automobile insurance coverage is acceptable for a Contractor that does not own vehicles registered to their agency.
- c. **Subrogation Waiver.** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide liability insurance, Contractor shall look solely to its own insurance policies for recovery. Contractor hereby grants to the City of Redmond, on behalf of any insurer providing Commercial General Liability and automobile liability insurance to either Contractor, or City, with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

- d. **Failure to Secure.** If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.
 - e. **Additional Insured.** The City of Redmond, its officers, agents, directors, employees and volunteers shall be named as an additional insured, by endorsement, under all insurance policies required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. The Additional Insured provision shall provide primary and non-contributory coverage. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.
 - f. **Sufficiency of Insurance.** The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to confer with its insurance broker to determine adequate coverage for Contractor.
- F. Hold Harmless. Contractor shall indemnify, defend and hold harmless the City of Redmond, its City Council, commissions, officials, directors, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees (Claims), arising from or in any manner connected to Contractor's negligent act or omission, regarding performance of services or work conducted or performed pursuant to this Agreement.
- G. Taxes. The Contractor agrees to assume full responsibility for payment to Federal, State and County agencies of any and all taxes, including payroll taxes, withholdings and workers' compensation, which may be required of it.
- H. City Permits. The Contractor shall be responsible for obtaining all required City permits and licenses, and for complying with all applicable City codes and ordinances. If this responsibility is delegated by the Contractor to a consultant, contractor, vendor, or service provider, it remains the responsibility of the Contractor to confirm that these requirements have been met.

9. WAIVER

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

10. COST OF LITIGATION

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

11. CONFLICT OF LAW

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

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

12. INTEGRATED CONTRACT

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

13. INSERTED PROVISIONS

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

14. CAPTIONS

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

15. AMENDMENTS TO AGREEMENT

- A. Amendments, changes, modifications and/or deletions to this Agreement shall be requested in writing by the Contractor and approved in writing by the City prior to implementation.
- B. Changes to the Statement of Work, budget line items, recordkeeping and reporting requirements and similar substantive portions of the work program may be allowed at the City's discretion.

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

16. TERMINATION

- A. Termination of the Agreement for Cause. If a party to this Agreement is unable to fulfill or materially fails to fulfill in a timely manner its obligations under this Agreement, or if a party materially violates any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement after giving written notice to the breaching party of the alleged material failure or violation and an opportunity to cure within ten working days. If the failure or violation is cured, then the Agreement may not be terminated. If the material violation is not cured within ten work days, then the non-breaching party may terminate the Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Notwithstanding the above, the breaching party shall not be relieved of liability to the other for damages sustained by virtue of any breach of the Agreement.
- B. Other Termination. This Agreement may be terminated at any time by mutual consent of both parties. City may, in its sole discretion, terminate this Agreement, in whole or in part, upon three hundred sixty-five (365) days' notice, in writing and delivered by certified mail or in person.

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

CONTRACTOR

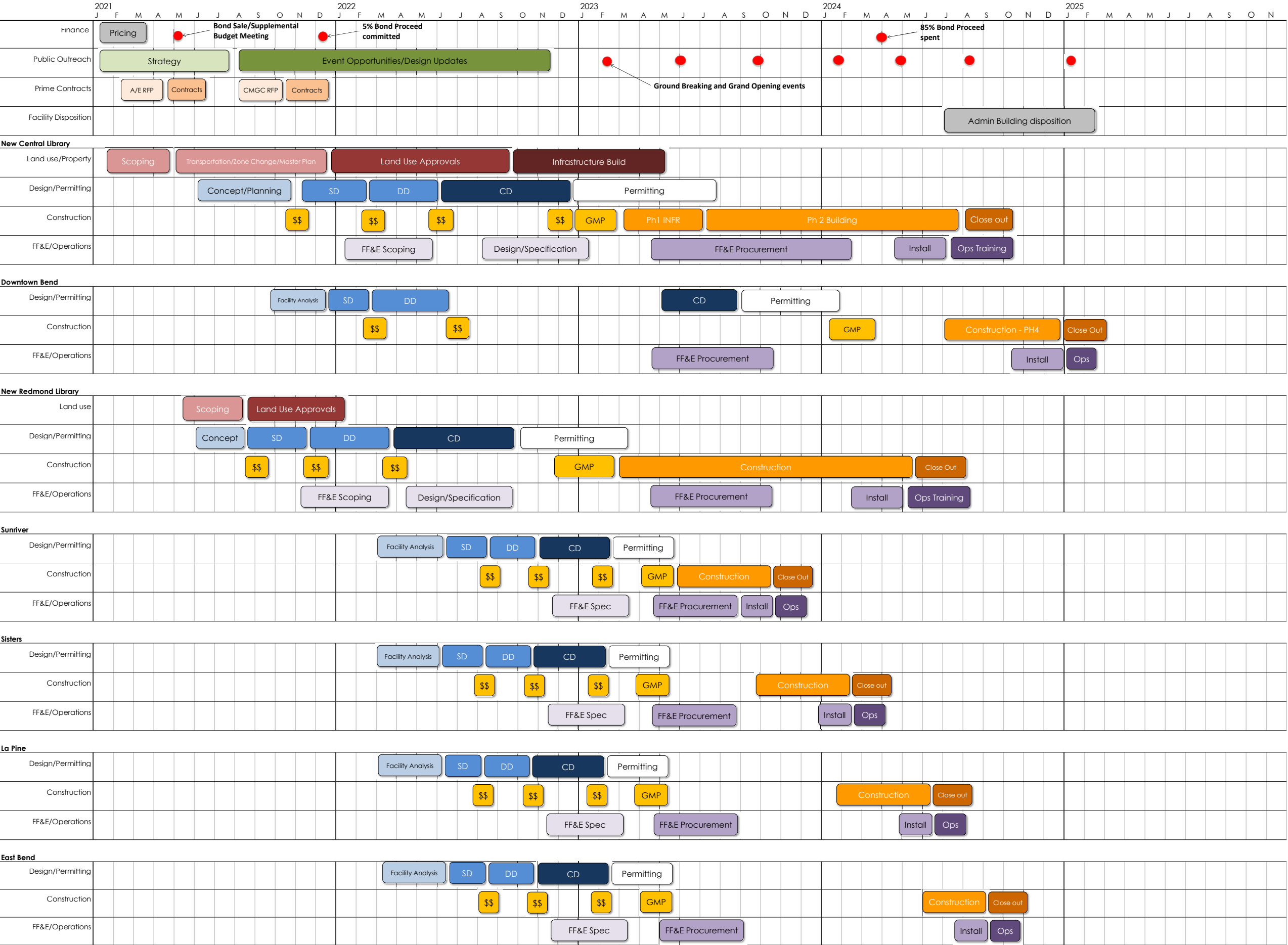
CITY OF REDMOND

Signature Date

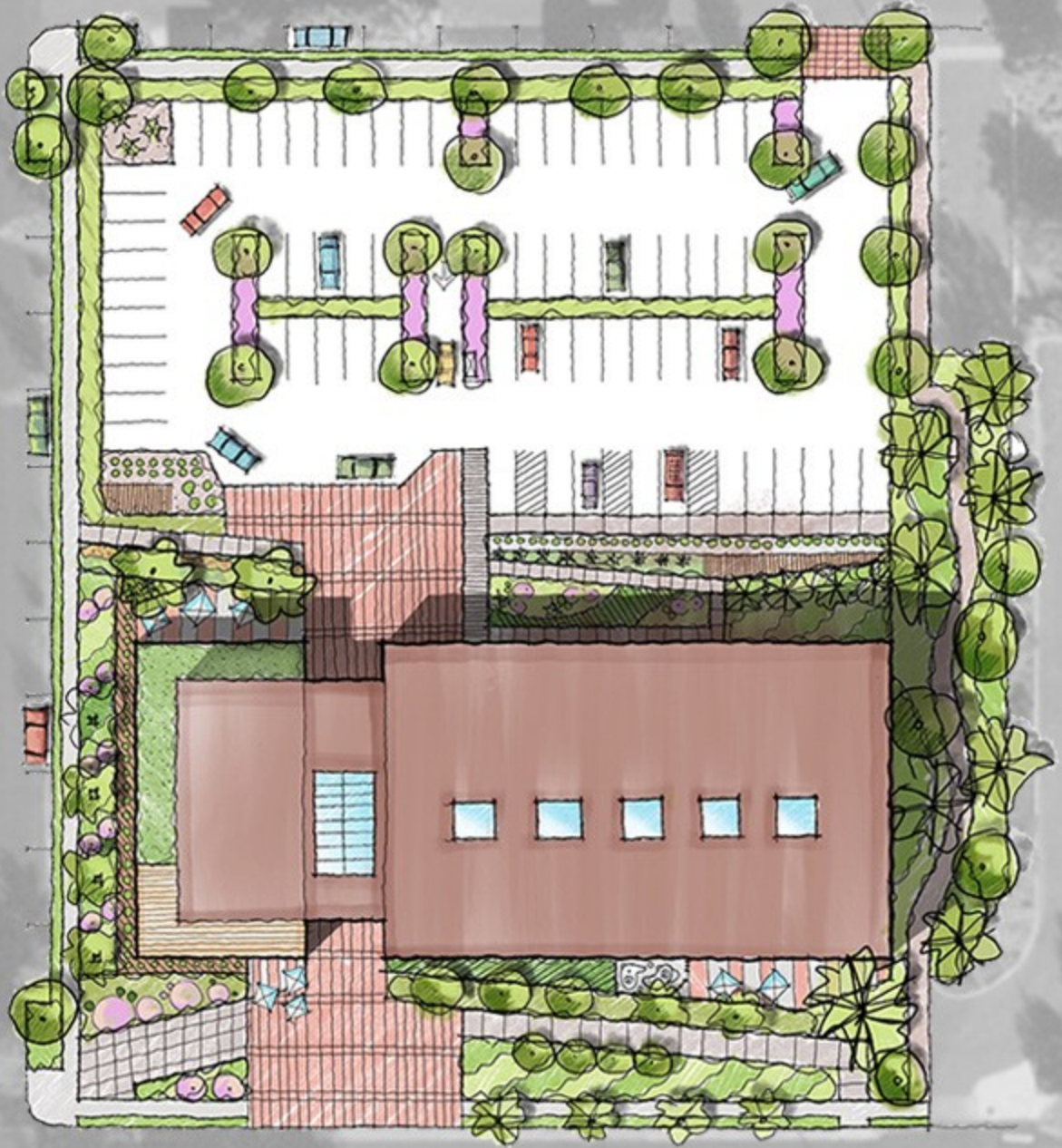
Eric Sande
Executive Director
Redmond Chamber/CVB

Signature Date

Keith Witcosky
City Manager
City of Redmond



SW 9th St





CITY OF REDMOND

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STAFF REPORT

DATE: June 22, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Jackie Abslag, CDD Programs Coordinator
SUBJECT: Continued: Ordinance #2021-04 -An ordinance amending the Redmond City Code Chapter 2, changing Redmond Committee for Art in Public Places to Redmond Commission for Art in Public Places, and Chapter 7, Sections 7.400 through 7.420, adding a Mural Code.

Addresses Council Goal:

6. Community Enhancement and Participation: Create an image and identity that generates community pride and ensures a high level of livability.

6.E. Beautify and improve the major transportation corridors within the City.

7. Comprehensive Planning: Enhance the quality of life through adoption of programs, policies, and standards that manage growth while maintaining Redmond's small town character.

Report in Brief:

This item requests City Council approve Ordinance 2021-04 amending Chapters 2 and 7 of the City Code to adopt regulations and standards for murals.

Background:

At the May 11, 2021, City Council discussed a proposed Mural Code.

Seven issues/code provisions were raised by Council and requests were made for staff to return at a later date with more information.

This meeting is a follow up to those items.

Previous background:

In 2006, City Council created the Redmond Committee for Art in Public Places (RCAPP) for the purpose of introducing art into select public locations in order to create a sense of place and foster community identity. Council tasked RCAPP to recommend placement of art located within the City and to collaborate with public and private agencies to consider impacts and aesthetics. In light of RCAPP's functions, developing a mural code was considered to be germane to their purpose and skills.

Since 2017, RCAPP has actively discussed murals as they are a type of art and can incorporate a sense of well-being, artistic expression, and community participation. That same year RCAPP had identified a building to create a mural and subsequently discovered they were not permissible per the City Code.

Both RCAPP and the City's Urban Renewal agency have been approached by property and business owners who have an interest in creating murals on their facades. These types of inquiries have gained momentum over the last couple years, in part, for their ability to enhance the aesthetic of the businesses for customers and visitors.

In response to these requests RCAPP developed a mural code to be responsive and tailored to the community.

Discussion:

The seven issues identified by City Council on May 11 were:

1) Committee or Commission

It was requested the structure of RCAPP be changed from a Committee to a Commission, as it has decision making authority. This change to the nomenclature was made to the RCAPP bylaws contained in Chapter 2 of City Code.

2) Mural Agreement vs. Mural Easement (Section 7.410 Definitions)

It was asked if it was intended to record an 'easement' against murals on real property. The intent of the mural code was to use an instrument to record the mural. An easement was suggested as the best tool to use to accomplish this. However, an 'agreement' would be more appropriate and create less confusion than an 'easement'. Easements typically infer more legal process or requirements, such as deeds, declarations and maps. A recorded mural agreement would act the same as an easement as it would identify real property for a specified purpose and run with the property.

3) Removal (Section 7.415.4 Violation, Notice and Enforcement)

It was discussed how the City would enforce the removal of a mural if something went awry such as disrepair, neglect or inappropriate content.

A related question was how the City recoups costs if abated by the City to fix damage? The provision to abate a mural would follow the same procedures and process for abating a nuisance (as identified in Chapter 5 of City Code). The Abatement process in 5.350 identifies the steps to abate a nuisance, allows the property owner to present to a plan to remove or repair, and dispute the determination to remove or repair. The related provisions also provide a process and guidance for the City Manager regarding an appeal process. The enforcement or removal of a mural would follow the same process as the enforcement or removal of another nuisance (e.g., weeds or trash). If unforeseen circumstances arise, the mural could be removed at the discretion of the City Manager.

4) Maintenance (Section 7.420.2 Ownership and Maintaining Aesthetics)

A request was made to clarify who maintains or repairs a mural (i.e. owner, artist, RCAPP or City). Routine maintenance of a mural becomes the responsibility of the property owner where the mural is located. As part of the contractual requirements, the artist shall develop a maintenance program in cooperation with the property owner for the proper long-term care of the mural. Explaining the proposed maintenance will be part of the application and review process.

5) Dimensions (Section 7.420.3 Dimensions)

An amendment was recommended regarding the size of murals (e.g., a mural could be painted that was too small). The intent of the mural code was specifically to not limit size. A size limitation was deliberately not created to enable flexibility and creativity, such as painting around walls. However, to provide more clarity new language regarding 'dimensions' has been proposed to provide more guidance.

6) Review Criteria Context (Section 7.420.7.B Context)

A question regarding how the City could receive assurances that mural content be appropriate for everyone in the community. The intent of the mural code was to provide a thorough review of proposals by a qualified committee through ensuring a complete and detailed application process.

Related to the earlier suggestion of Committee or Commission, RCAPP has more than a decade of experience determining the appropriateness of art through the public art initiative "Art Around The Clock". Notwithstanding, new language regarding 'context' has been proposed to be more clear about themes. Putting the Council as the responsible party to determine art appropriateness is not recommended.

7) Appeals (Section 7.420.10 Appeals)

A request was made about whether the Code contained sufficient guidance and criteria for the City Manager to use if a RCAPP decision regarding a mural was appealed. It was also proffered that Council could be the review authority for appeals. The existing appeal procedures for a business licenses contained in Chapter 7 Business of City Code were referenced. Language was inserted that is similar to that provided for appeal of a business license to the City Manager.

All of the above identified issues have been addressed and changes are imbedded in the proposed Mural Code.

Fiscal Impact:

There is no fiscal impact.

Alternative Courses of Action:

1. Adopt Ordinance No. 2021-04
2. Request more information
3. Do not adopt Ordinance No. 2021-04

Recommendation / Suggested Motion:

"I move to have a first and second reading of Ordinance #2021-04 by title only." (Voice Vote)

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

"I move to approve Ordinance #2021-04." (Roll Call vote)

**CITY OF REDMOND
ORDINANCE NO. 2021-04**

AN ORDINANCE AMENDING THE REDMOND CITY CODE CHAPTER 2, CHANGING REDMOND COMMITTEE FOR ART IN PUBLIC PLACES TO REDMOND COMMISSION FOR ART IN PUBLIC PLACES, AND CHAPTER 7, SECTIONS 7.400 THROUGH 7.420, ADDING A MURAL CODE.

WHEREAS, the City desires to create an image and identify that generates community pride and ensures a high level of livability; and

WHEREAS, City Council has tasked the Redmond Committee for Art in Public Places (RCAPP) to make decisions regarding placement of art located within the City and to collaborate with public and private agencies to consider associated impacts and aesthetics; and

WHEREAS, the City has been approached by multiple property and business owners regarding creating murals on their business facades and in response RCAPP worked on developing a mural code tailored to the community; and

WHEREAS, the purpose of the mural code is to regulate murals to improve aesthetics, increase community identify and foster a sense of place; and

WHEREAS, the mural code provides pathways for a mural to be either approved, approved with conditions or denied in all zones except Residential; and

WHEREAS, the mural code establishes criteria and standards to review, permit and monitor mural applications; and

WHEREAS, the City Council finds that the attached mural code is necessary to further the above interests.

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

SECTION ONE: The City of Redmond hereby amends the Redmond City Code Chapter Chapters 2 and 7 Section 7.400 to Section 7.420 – Business. A copy of the code amendments is attached hereto as “Exhibit A.”

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

PASSED by the City Council and **APPROVED** by the Mayor this 22nd day of June 2021.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

Exhibit A: Proposed Redmond City Code Amendments

Chapter 2 – Government and Administration

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

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Redmond **Commission** ~~Committee~~ for Art in Public Places

Purpose Statement	2.440
Responsibilities / Scope	2.441
Duties and Powers	2.442
Membership	2.443
Officers	2.444
Meetings / Quorums	2.445
Expenses / Reimbursements	2.446
Special Provisions	2.447
Staff Support	2.448

(***)

COMMISSIONS, COMMITTEES, AND CONTRACT REVIEW BOARD

2.300 Commissions and Committees. Commissions and Committees of the City shall include the Urban Area Planning Commission, Budget Committee, Parks Committee, Redmond **Commission** ~~Committee~~ for Art in Public Places, Redmond Development Committee, Juniper Golf Committee, Airport Committee, Historic Landmarks Commission, Bicycle and Pedestrian Advisory Committee and Housing and Community Development Committee.

(***)

Redmond **Commission** ~~Committee~~ for Art in Public Places

2.440 Purpose Statement. The purpose of the Redmond **Commission** ~~Committee~~ for Art in Public Places is to introduce art into select public locations and situations in order to create a unique sense of place and enhance community identity throughout Redmond.

[Section 2.440 added by Ord. #2006-08 passed May 23, 2006]

[Section 2.440 amended by Ord. #2014-18 passed October 28, 2014]

2.441 Responsibilities / Scope. The Redmond **Commission** ~~Committee~~ for Art in Public Places in an advisory capacity to the City Council shall:

(***)

2.442 Duties and Powers. The Redmond ~~Commission~~ Committee for Art in Public Places shall:

(***)

2.443 Membership.

1. **Number of Members.** The Redmond ~~Commission~~ Committee for Art in Public Places shall be composed of nine members

(***)

2.444 Officers.

1. **Chairperson / Vice-Chairperson.** At its first meeting of each year, the Redmond ~~Commission~~ Committee for Art in Public Places shall elect from among its membership a chairperson and vice-chairperson. The Chairperson or vice-chairperson, acting as chairperson, shall have the right to make or correct motions and vote on all matters before the Committee. A majority of the Committee may replace its chairperson or vice-chairperson with another member at any time during the calendar year.

(***)

2.447 Special Provisions.

1. The Redmond ~~Commission~~ Committee for Art in Public Places shall operate within the laws and guidelines of the federal government, the state government, Deschutes County and the City of Redmond.
2. The Mayor may appoint an ad-hoc committee to address issues that are not under the purview of the existing committee.

(***)

2.473 Membership.

(***)

4. **Composition of Members.** The members of the Redmond Development Committee shall be comprised of the chairpersons of the Redmond Urban Area Planning Commission, Redmond Historic Landmarks Commission, Redmond Airport Committee, Parks Committee, Redmond ~~Commission~~ Committee for Art in Public Places, Downtown Urban Renewal Advisory Committee, Redmond Bicycle and Pedestrian Advisory Committee, Redmond Housing and Community Development Committee, and designated representatives from the Redmond Chamber of Commerce, Redmond Economic Development, Inc., the Redmond Area Park and Recreation District, and Redmond School District. Committee representation may be adjusted by the Mayor with approval of the City Council.

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Chapter 7 – Business

(***)

MURALS

7.400 Short Title. The provisions of Sections 7.405 to 7.420 shall be known as the City of Redmond Mural Code

7.405 Purpose and Scope.

The purpose of this title is to permit and encourage murals under certain terms and standards. Murals comprise a unique medium of expression that serves the public interest. Murals have purposes distinct from signs and confer different benefits. Such purposes and benefits include: improved aesthetics; avenues for original artistic expression; public access to original works of art; community participation in the creation of original works of art; community capacity building through the presence of, and identification with, original works of art; and a reduction in the incidence of graffiti and other crime. Murals can increase community identify and foster a sense of place and enclosure when located at heights and scales visible to pedestrians.

7.410 Definitions. For purposes of Sections 7.405 to 7.420, the following mean:

Applicant. The party that is primarily responsible for the design and installation of a mural.

Mural. A hand-painted, hand-tile, or digitally printed image on the exterior wall of a building or structure where the wall or surface is either on City-owned property, or has a mural agreement, and is viewable from another property right-of-way.

Mural agreement. An agreement granted to the City by a property owner and recorded by the City Recorder for the purposes of installing and maintaining a mural on the surface of a building or structure.

Mural committee. The Redmond Committee for Art in Public Places (RCAPP), or designee, assembled to review a mural application, based on criteria established herein.

Owner. The entity(ies) that own(s) the real property that contains the building or structure upon which a mural is installed. In the case where a mural is installed in right-of-way, the owner includes the entity(ies) with jurisdiction over that right-of-way.

Public right-of-way. As defined in Section 8.0020 of the Development Code. A strip of land acquired by dedication, prescription or condemnation and intended to be occupied by a street, trail, waterline, sanitary sewer, and/or other public utilities or facilities.

7.415 Violation, Notice and Enforcement.

1. It is unlawful to violate any provision of the Mural Code, any representation made, or conditions or criteria agreed to in a mural permit application. This applies to any applicant for a mural permit, the proprietor of a use or development on which a permitted mural is located, or the owner of the land on which the permitted mural is located.

2. The City Manager, or designee, must give written notice of any violation to the property owner. Failure of the property owner to receive the notice of the violation does not invalidate any enforcement action taken by the City.
3. The regulation of the Mural Code, and the conditions of mural permit approval(s), shall be enforced by the City Manager, or designee.
4. Violations of the Mural Code Sections 7.400 to 7.420 are hereby declared a nuisance and are subject to notice, abatement, removal or other remedies provided in the City Code Chapter 5 Section 5.345 to 5.351.

7.420 Murals. The following standards shall apply to all murals.

1. **Standards**

- A. **Allowed locations.** Murals are allowed on buildings or structures, as described below, in all zones except Residential zones as defined in Chapter 8 Development Code.
- B. **Historic District.** The Historic Preservation Officer shall issue a Certificate of Appropriateness for murals proposed on buildings or structures that have historic significance, are listed on the Historic Resource Survey, Local Landmark Register, National Register of Historic Places, or are located within the City's Historic District.
- C. **Exemptions.** The mural standards and review process contained herein shall not apply to RCAPP sponsored projects (e.g., electric boxes, skate park or pump track murals).
- D. **Prohibition of compensation.** No compensation will be given or received for the display of murals or for the right to place the mural on another's property. The applicant shall certify in the permit application that no compensation will be given or received for the display of the mural or the right to place the mural on the property. This does not include compensation for artist's time or materials.

2. **Ownership and Maintaining Aesthetics**

- A. **Public Ownership.** The mural must be on the surface of a building or structure that is either on property owned by the City or for which a mural agreement to the City has been granted.
- B. **Duration.** The mural shall remain in place, without alternation, for a minimum period of two (2) years.
- C. **Maintenance.** The mural shall be maintained by the property owner per the terms outlined in the mural agreement. Routine maintenance of a mural becomes the responsibility of the property owner where the mural is located. As part of the mural agreement requirements, the artist shall develop a maintenance program in cooperation with the property owner for the proper long-term care of the mural.
- D. **Alteration.** Alteration includes any change to a permitted mural, including, but not limited to, any change to the images(s), materials, colors, or size of the permitted mural. Alteration does not include naturally occurring changes to the mural caused by exposure to the elements or the passage of time. Minor changes to the permitted mural that result from the maintenance or repair of the mural shall not constitute Alteration. Such minor changes may include slight and unintended deviation from the original image, colors, or materials that occur when the permitted mural is repaired due to the passage of time or as a result of vandalism.

- E. **Removal.** The mural may be removed per the terms of the mural agreement and under any of the following circumstances:
 1. The property on which the mural is located is sold.
 2. The building, structure or property is substantially remodeled or altered in a way that precludes continuance of the mural.
 3. The property undergoes a change of use authorized by the Planning Division.
 4. Unforeseen circumstances, at the discretion of the City Manager.
3. **Physical Standards.**
 - A. **Dimensions.** Mural size shall be determined by the surface size to be covered. Smaller surfaces may be completely covered. On larger surfaces, murals should be large enough to dominate the wall surface, but not so large as to overwhelm the local streetscape. Generally, one mural will be permitted per building or structure.
 - B. **Materials.** Appropriate materials for the safety and longevity of the mural shall be used. Anti-graffiti paint is recommended to protect the mural from vandalism.
 - C. **Placement.** No mural shall obstruct the functioning of any building or structure opening, including, but not limited to windows, doors, and vents.
4. **Structural Permit.** A mural that is affixed to a building or structure and contains elements that extend above or around a wall, may require permits as deemed necessary by the City Building Official or City Engineer.
5. **Lighting.** Lighting may be required for safety or crime deterrent purposes.
6. **Application.** A mural applicant shall initiate a mural proposal by filing an application with the City. The application shall be made on forms provided by the City, for review of a mural, and include any accompanying materials deemed necessary by the City for review of the proposal (such as proposed designs, site photos, and building or structure elevation drawings). Any fees shall be in accordance with the City's fee schedule.
 - A. The mural application will be reviewed for completeness by the City.
 - B. If the application is deemed incomplete, the application will not be reviewed.
7. **Review.** RCAPP shall review the proposed complete mural application. The intent of this review is to: explore and determine the design and feasibility of the mural; assess the mural given its context and its placement; and to approve, approve with conditions, or deny.
 - A. **Review Process.** RCAPP shall meet at their next regularly scheduled committee meeting and review the complete mural application.
 - B. **Review Criteria.**
 1. **Scale.** Appropriateness of scale to the wall, or surface, upon which the mural will be painted or attached and to the surrounding physical features.
 2. **Context.**
 - i. Relevance of the mural to the City, building or structure, its values, culture, and people. Murals should be based on one or more of the following themes: natural beauty, history, regional

commerce, local agriculture, local landscape or other relevant themes.

- ii. Brand logo's, advertising, or business associated logos are not allowed. Only City of Redmond specific logos are allowed.
- iii. Artist may sign the mural in a small area.

- 3. **Feasibility.** Demonstrated ability to complete the proposed mural on time and within budget.
- 4. **Media.** Appropriate media proposed to ensure the mural's longevity and durability.
- 5. **Structural and Surface Stability.** Commitment to prepare the mural surface as necessary before painting and a plan for mitigating graffiti through design or graffiti coating.
- 6. **Property Owner Commitment.** Commitment from the building owner to execute a mural agreement keeping the mural in place as approved for a minimum of two (2) years and to maintain the mural during that time.
- 7. **Public Accessibility, Safety and Lighting.** Compliance with all applicable City codes for public accessibility, safety and lighting.

9. **Approval**

- A. **Authority.** RCAPP shall have the authority to determine if an application for a mural meets all the applicable Mural Code review criteria and to issue a final approval, approval with conditions, or denial.
- B. **Notice of Decision.** The City Manager, or designee, shall issue the notice of decision in writing. The decision shall include the following:
 - 1. A brief summary of the proposal.
 - 2. A sufficient description of the subject property.
 - 3. A statement describing the decision to approve, approve with conditions, or deny the mural application.
 - 4. The date upon which the decision shall become final.
 - 5. A statement that the complete mural application file is available for review, including the decision.

10. **Appeals.** A decision regarding the approval, approval with conditions, or denial of the mural application may be appealed by filing a written request to the City Manager, or designee, within fifteen (15) days of the date on the notice of decision. The City Manager can decide to uphold or modify RCAPP's decision on the basis of the mural application review criteria under Section 7.420(7). The City Manager shall notify the appellant in writing of the decision. The notice shall state the reason(s) for upholding or modifying RCAPP's decision.

(***)

//End//



CITY OF REDMOND

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STAFF REPORT

DATE: June 22, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Mike Caccavano, City Engineer
SUBJECT: Transportation System Plan: Approval of Alternative Mobility Standards at US 97 Intersections.

Addresses Council Goal:

7. Comprehensive Planning - Enhance the quality of life through adoption of programs, policies, and standards that manage growth while maintaining Redmond's small-town feel.

Report in Brief:

At the request of Oregon Department of Transportation (ODOT), this item seeks City Council approval for the use of alternative mobility targets at intersections in the previously City Council adopted US 97 South Redmond Corridor Facility Plan (Corridor Plan) and the Transportation System Plan (TSP). Approval of these targets is required in order for the Oregon Transportation Commission (OTC) to adopt the Corridor Plan later this calendar year.

Background:

Alternative mobility targets are metrics used by ODOT to determine vehicular capacity on state highways.

Mobility targets are the initial tool for identifying deficiencies and considering solutions for vehicular mobility on the state transportation system.

The Oregon Highway Plan (OHP) identifies highway mobility targets for maintaining acceptable and reliable levels of mobility on the state highway system, consistent with expectations for each facility type, location, and functional objectives. In some instances, the ability to meet OHP mobility targets may not be compatible with a community's adopted land use plan or goals. In these cases, alternative mobility targets can be explored for a facility to adjust long-term roadway performance expectations.

For Redmond and US Highway 97, the OHP set a target for the volume to capacity ratio on US 97 of 0.80 (80 percent). This target is based the kind of highway 97 is and the preference to have a target that does not fully congest certain intersections along the highway. These targets were adopted as part of the TSP in late 2020.

In basic terms, intersections on US 97 should not exceed 80 percent of capacity at any time. During development of the Corridor Plan and the TSP, traffic models indicated that the mobility target of 80 percent could not be met at eight intersections.

- US 97/SW Veteran's Way;
- US 97/Pumice Ave.,
- US 97/Quartz Ave.,
- US 97/Odem Medo Way;
- US 97 Reindeer/Salmon Ave.,
- US 97 NB Ramp Terminal/Yew Avenue;
- US 97 SB Ramp Terminal and, and
- US 97/Wickiup Avenue.

Two memorandums are attached to this staff report. Memorandum #1 documents the intersections listed above; and

Memorandum #2 documents another key intersection; US 97/SW Evergreen Avenue (OR 126), which is not subject to the US 97 Redmond South Corridor Facility Plan.

Discussion:

The OHP recognizes that it is not always practical to meet standard mobility targets and sets forth a methodology for establishing alternative targets. Alternative targets are not uncommon and were recently adopted for cities such as Bend, Oregon.

The two attached memos provide analysis and justification for modifying the targets from 80 percent to 100 percent of capacity.

Fiscal Impact:

There is no direct fiscal impact to the Redmond budget.

Alternative Courses of Action:

1. Approve alternative mobility standards for US 97 intersections.
2. Do not approve alternative mobility standards for US 97 intersections.
3. Request more information.

Recommendation / Suggested Motion:

"I move to approve the use of alternative mobility targets at intersections in the US 97 South Redmond Corridor Facility Plan and City's Transportation System Plan."

MEMORANDUM

Date: June 11, 2021 Project #: 25963

To: Mike Caccavano, City of Redmond
Rick Williams, ODOT Region 4

From: Julia Kuhn, Matt Kittelson, & Miranda Barrus

Project: Redmond Alternative Mobility Targets

Subject: Alternative Mobility Target Request for US 97 South Redmond Corridor Facility Plan Intersections

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1. INTRODUCTION

A. Summary of Request

The purpose of this memorandum is to document how (proposed) alternative mobility targets were established for the Oregon Department of Transportation (ODOT) intersections along the US 97 corridor between Veteran's Avenue and Yew Avenue in Redmond. Alternative targets are required in this highway corridor because (1) traffic volumes are forecasted to exceed volume-to-capacity (v/c) thresholds identified within the Oregon Highway Plan (OHP) for the intersections within the 20-year planning horizon, and (2) improvements and other financially prudent mitigation measures identified in the project lists included in the locally-adopted Transportation System Plan (TSP) will not increase the capacity or reduce the volumes at these intersections sufficiently to meet the standard targets. These intersections were also evaluated as part of US 97 South Redmond Corridor Facility Plan

The alternative targets need to be formally adopted by the Oregon Transportation Commission (OTC) as an amendment to the Oregon Highway Plan (OHP) before they can be applied by the City of Redmond, or by ODOT, in evaluating the impacts of plan amendment requests, land development proposals, roadway modifications, or other activities that may have an effect on the transportation system.

The City of Redmond, in collaboration with ODOT, contracted with Kittelson & Associates to perform this analysis and prepare this memo. They are referred to in this memo as *the consultant*.

These are the eight corridor intersections proposed for alternative mobility targets:

- US 97/SW Veteran's Way;
- US 97/SW Pumice Avenue;
- US 97/Quartz Street;
- US 97/Reindeer Avenue/Salmon Avenue;
- US 97/Odem Medo Way;
- US 97 Northbound Ramp Terminal/Yew Avenue;
- US 97 Southbound Ramp Terminal/Yew Avenue; and,
- US 97/Wickiup Avenue.

For ease of administration and to establish a consistent corridor vision and set of transportation corridor changes (as identified through the US 97 South Corridor Plan), the City of Redmond and ODOT recommend establishing an alternative mobility target for each of these intersections along this corridor. This alternative mobility target is equal to a volume-to-capacity ratio of 1.0 with a peak hour factor (PHF) of 1.0 during Average Weekday Conditions.

B. Project Description

Redmond adopted an update to its Transportation System Plan (TSP) in 2020. This TSP update met the technical and public involvement requirements outlined in the Transportation Planning Rule (TPR, Oregon Administrative Rule (OAR) 660-012). Further, the TSP includes a comprehensive set of policies aimed at encouraging future travel by pedestrians, cyclists and transit, and reducing vehicular travel. The TSP also includes a number of connectivity improvements aimed at reducing reliance on the state highway system for local travel.

The traffic operations analysis prepared for the TSP indicate that, even when the priority projects and policies described in the plan are constructed and implemented (in the future), there are several locations (intersections) where it will not be feasible to meet the prescribed ODOT mobility targets contained in the OHP; the US 97 corridor intersections are addressed in this memorandum whereas the US 97/SW Evergreen Avenue (OR 126) intersection, which is not subject to the US 97 Redmond South Corridor Facility Plan, is addressed in a separate memorandum. The TSP, by inclusion of the US 97 Redmond South Corridor Facility Plan, recommends establishing alternative mobility targets at the eight locations addressed in the enclosed memorandum.

2. THE OPERATIONAL NEED FOR ALTERNATIVE MOBILITY TARGETS

The TPR requires TSPs to include an analysis of the capacity of existing and planned transportation facilities.¹ It also requires that plans maintain mobility on state-owned facilities consistent with the performance standards established by ODOT.

ODOT's performance standards, or targets, are specified in the Oregon Highway Plan (OHP), Policy 1F. Policy 1F acknowledges it may not be practical for all facilities to meet the prescribed targets and sets forth a methodology for establishing alternative targets.

This section of the memo explains why it is not feasible to meet the standard targets and why alternative targets are needed, from a traffic operations perspective.

¹ OAR 660-012-0020(3)(a)(A)

A. Prescribed OHP Mobility Targets

The OHP specifies the mobility targets that apply to state highways.² Different targets apply depending on the roadway classification (expressway, freight route, district highway, local road, etc.).

Table 1 in this memo (Section 4.C) lists the four US 97 intersections identified in the Redmond TSP that were forecast not to meet the prescribed OHP mobility targets plus the four additional locations within this corridor recommended for inclusion in the uniform application of the alternative mobility target. The targets are shown in the table (along with other information).

B. Existing and Future Highway Operations

The Redmond TSP, by way of inclusion of the US 97 South Redmond Corridor Facility Plan, includes an existing and future year traffic operations analysis, which were developed using methodology approved by ODOT. The US 97 Redmond South Corridor Facility Plan identified those intersections that would not be able to meet the prescribed ODOT mobility targets in the future.

The alternative mobility targets proposed in this memo were developed using the methodology prescribed by ODOT. This analysis is described in more detail in Section 4 of this memo.

C. Factors Limiting the Ability to Meet Prescribed OHP Mobility Targets

There are various reasons why the US 97 corridor intersections are not able to comply with the prescribed OHP mobility targets. Cost, geographic constraints (including an adjacent canal to the west and railroad to the east, and land use constraints are all key factors. Along the corridor, mobility targets cannot be met even with costly improvements.

At the system level, there may not be enough alternate routes or surplus capacity to accommodate the overall traffic volumes that occur during peak periods. There are also not enough people using alternative modes of travel to reduce vehicular demand on the system to a level that could be accommodated by the roadway system.

There are also policy-related considerations. The Redmond Comprehensive Plan encourages increased density in some locations and increased reliance on alternative modes of travel (other than single-occupancy vehicles). At each of the intersections, the need for alternative mobility targets is shaped by the improvements identified in the US 97 South Redmond Corridor Facility Plan for future changes to the highway.

² Refer to Oregon Highway Plan, Policy 1F, Table 6.

Specific to SW Veteran's Way, the Facility Plan documents that this location is the "most capacity constrained point" on the US 97 corridor. Further, the limited number of available crossings of both US 97 and the Burlington Northern Santa Fe (BNSF) railroad to the east of the highway further concentrates traffic volume at this intersection. The recommended concept in the Facility Plan identifies the most feasible solutions at the US 97/SW Veteran's Way intersection possible without relocating the rail and/or grade-separating the intersection, both of which are cost prohibitive.

Similarly, the US 97/Odem Medo Way, US 97/Wickiup Avenue, and US 97 NB Ramp Terminal/Yew Avenue intersections are planned to benefit from corridor-wide strategies and also include intersection specific improvements, including the addition of a traffic signal of US 97/Wickiup Avenue. Even with these treatments in-place, the corridor is expected to exceed current mobility targets in the future.

All intersections within the corridor were evaluated as part of the US 97 Redmond South Corridor Facility Plan; this plan was developed with and by the community through a robust public and stakeholder engagement process. Further, this Facility Plan considered the cost and impact of improvement alternatives and clearly identified that a balanced approach that considers corridor safety for all users, travel time reliability, and a healthy business environment was in the best interest of the community. As an outcome of the Plan, the community considered trade-offs of solutions that could provide the needed intersection capacity at these locations to meet the established mobility targets and determined that these intersections changes were not feasible and were therefore not pursued further due to the impact on the community and on achieving other Facility Plan objectives. The City has adopted this plan, understands the tradeoffs, and is willing to tolerate congestion.

3. OTHER REQUIREMENTS (TO JUSTIFY THE USE OF ALTERNATIVE MOBILITY TARGETS)

Alternate mobility targets are not intended to be the default solution to address mobility issues. They are intended to be considered as a potential solution in situations where it may not be feasible to meet the standard targets prescribed in the OHP.

Section 2 describes why alternative targets are needed from a traffic operations perspective. This section describes the other strategies for enhancing mobility (besides increasing capacity) that need to be considered before proposing alternative targets. It also describes how the alternative targets proposed in the Redmond TSP satisfy these requirements.

A. Relevant Oregon Highway Plan Policy (OHP) Guidance

OHP Policy 1F *"recognizes and emphasizes opportunities for developing alternative mobility targets (including measures that are not v/c-based) that provide a more effective tool to identify transportation needs and solutions and better balance state and local community needs and objectives. Through this policy, the state acknowledges that achieving important community goals may impact mobility performance and that higher levels of congestion may result in certain areas."*

Action 1F.3 provides several examples when alternative targets may be applicable, such as:

- *“Metropolitan areas or portions thereof where mobility expectations cannot be achieved and where they are in conflict with an adopted integrated land use and transportation plan for promoting compact development, reducing the use of automobiles and increasing the use of other modes of transportation, promoting efficient use of transportation infrastructure, improving air quality, and supporting greenhouse gas reduction objectives;*
- *When financial considerations or limitations preclude the opportunity to provide a planned system improvement within the planning horizon;*
- *When other locally adopted policies must be balanced with vehicular mobility and it can be shown that these policies are consistent with the broader goals and objectives of OTP and OHP policy”*

Action 1F.3 also identifies that the plans establishing alternative mobility targets must include feasible actions for:

- *“Providing a network of local streets, collectors and arterials to relieve traffic demand on state highways and to provide convenient pedestrian and bicycle ways;*
- *Managing access and traffic operations to minimize traffic accidents, avoid traffic backups on ramps, accommodate freight vehicles and make the most efficient use of existing and planned highway capacity;*
- *Managing traffic demand and incorporating transportation system management tools and information, where feasible, to manage peak hour traffic loads on state highways;*
- *Providing and enhancing multiple modes of transportation; and*
- *Managing land use to limit vehicular demand on state highways consistent with Policy 1B (Land Use and Transportation Policy).”*

Additionally, OHP Policy 1G (Major Improvements) notes that *“it is the policy of the State of Oregon to maintain highway performance and improve safety by improving system efficiency and management before adding capacity. ODOT will work in partnership with regional and local governments to address highway performance and safety needs.”*

B. Planning Processes Conducted for Adoption of the Redmond TSP

The City of Redmond adopted its TSP in 2020 (which included by reference adoption of the 2019 US 97 South Redmond Corridor Facility Plan). This TSP identified the transportation-related projects, policies and programs needed to accommodate new growth and maintain and rebuild infrastructure through the year 2040 in a manner consistent with the City’s vision. This TSP and the referenced Facility Plan were developed with significant public and agency engagement obtained through the project website and web-based surveys, Project Advisory Committee meetings, meetings with agency staff, two public open houses, targeted outreach with local community services organization, and City Planning Commission and City Council hearings.

The TSP is guided by the goals outlined below.

- **Goal 1.** Provide a safe and efficient transportation network to complement key economic development priority areas, the comprehensive plan, recreational needs, and adopted state, regional and local plans and policies.
- **Goal 2.** Advance community and statewide emergency preparedness efforts through support of the Oregon Resiliency Plan.
- **Goal 3.** Provide transportation choices and address the needs and safety of all travelers, including people of all ages, abilities, ethnicities, and incomes.
- **Goal 4.** Provide comfortable, convenient and safe pedestrian and bicycle facilities for all users.
- **Goal 5.** Provide reliable and convenient transit service to Redmond residents, its businesses, and its connection to surrounding cities, as well as special transit options for the City's elderly and disabled residents.
- **Goal 6.** Ensure efficient and effective freight transportation infrastructure is developed and maintained to support local and regional economic expansion and diversification consistent with City and Regional economic plans and policies.
- **Goal 7.** Implement the plan in a timely fashion and keep it up to date with respect to local and regional priorities.

Each goal is supported by several policies for implementation by the City.

The TSP recommends several multimodal projects (including estimated costs) included in the following categories: strategic street capacity investment corridors, new planned streets, intersection capacity improvements, grade-separated intersection improvements, key multi-use pathways, key bicycle corridors, and key pedestrian improvements. In total, the recommended projects are estimated to cost between \$435 and \$475 million (including \$55 - \$60 million for implementation of the US 97 Facility Plan). The TSP policies and overall City priorities seek to include strategic investments that "support mixed-use, pedestrian-friendly neighborhoods, increase use of active modes of transportation and reduce reliance on travel by single occupancy vehicle.

The TSP identifies improvement projects at several ODOT intersections along OR 126 both to the east and west of US 97, the conversion of at-grade intersections with US 97 to grade-separation (including O'Neill Highway, Elkhorn Avenue, and future study of a crossing at Hemlock Avenue), approximately \$55 - \$60 million of improvements along the US 97 corridor to the south of SW Veteran's Way. These improvements provide for acceptable operations in the year 2040 at the vast majority of intersections within the City of Redmond.

D. Regional Coordination

Deschutes County, Cascades East Transit (CET), and ODOT participated in developing the Redmond TSP. Each of the agencies were involved in the review and evaluation of the recommended list of projects and have accepted the findings of the City's TSP. Further, each agency confirmed the need for requesting the recommended alternative mobility targets, which are described in this memo.

4. DEVELOPING THE TARGETS

This section describes the methodology that was used to develop the alternative mobility targets. It also identifies the targets themselves, which ODOT is recommending the OTC formally adopt as an amendment to the OHP.

A. Methodology

The following is a summary of the methodology ODOT has established for developing alternative mobility targets.³

OHP Action 1F.3 requires transportation plans that rely on alternative mobility targets to include policies, actions and improvements that promote local connectivity, safety, improved operations, TDM, multiple modes, and land use integration.

The following v/c-based methodology is recommended as a first option when developing alternative mobility targets for state highways.

1. In cases where the v/c is forecasted to be greater than the OHP mobility target but less than capacity ($v/c = 1.0$) during the design hour using standard analysis procedures, establish the proposed alternative target consistent with the v/c values used in the OHP (0.75, 0.80, 0.85, 0.90, etc.).
2. In cases where the v/c is forecasted to be greater than or equal to capacity during the design hour using the standard analysis procedures evaluate the actual peak hour traffic volume for future year design hour projections rather than expanding the peak 15 minutes to be the design hour traffic volume (e.g., peak hour factor) for projection purposes. If the resulting v/c is less than 1.0, establish the proposed alternative target.

³ Refer to ODOT interoffice memo dated December 30, 2009 (from Erik Havig, Region 2 Planning Manager) clarifying the methodology for establishing alternate mobility standards. This methodology was subsequently incorporated into the Oregon Highway Plan Mobility Standard Guidelines, dated August 7, 2009.

3. In cases where the v/c is forecasted to be greater than or equal to capacity during the design hour using the actual peak hour projection of traffic and in areas where design hours are affected by high seasonal traffic volumes, evaluate the Annual Average Weekday PM Peak as the future year design hour rather than the 30th highest hour. If the resultant v/c is then <1.0 , establish the proposed alternative target.
4. In cases where the v/c is forecasted to be ≥ 1.0 using the Annual Average Weekday PM Peak as the future design hour, determine the duration of the period during which the future Annual Average Weekday PM Peak hour will have a v/c ≥ 1.0 . Establish the proposed alternative target by increasing the number of hours that v/c can be ≥ 1.0 (i.e., v/c ≥ 1.0 for not more than 1 hour, or not more than 2 hours, etc.).

If a v/c-based mobility measure does not meet the needs of the local jurisdiction or the state, then non v/c-based measures may be considered. At a minimum, all non v/c-based measures must:

1. Be consistent with OHP Policy 1F, with particular attention to Actions 1F.1 and 1F.3;
2. Follow the attached checklist; and
3. Develop a measurable and defensible target value, with defined geographic limits and a defined analysis methodology that can be compared between alternatives, recognizes data needs, availability and quality, and considers requirements for implementation including the availability of analysis tools, staff responsibilities and associated costs.

When considering non v/c-based measures, recognize there may still be advantages to using v/c measures. Alternative targets, and methodologies, are not recognized until they are adopted by the OTC.

B. Application of the Methodology

This section provides (1) an overview of the process, (2) an explanation of how the ODOT 4-step method was applied, and (3) an explanation of how the TSP complies with OHP Policy 1F, which is required in order to justify the use of alternative mobility targets.

Overview of the Process

Following adoption of the Redmond TSP, the City and ODOT identified the need to pursue the alternative mobility target along the US 97 Corridor between Yew Avenue and Veteran's Way. The evaluation of the need for the alternative targets assumes the policies and programs included in the TSP will be implemented. It also assumes the projects included in the recommended multimodal project list will be constructed.

Table 1 (in Section 4.C) shows the updated operational results at the intersections, compares the results to the performance standards and recommends alternative mobility targets.

Application of ODOT 4-step method

As part of the TSP development, the consultant obtained year 2040 traffic volume forecasts from ODOT staff for each of the identified intersection locations. The travel demand forecasts were post-processed to develop year 2040 intersection volumes for analyses. These future volume calculations were performed using the procedures outlined in ODOT's Analysis and Procedures Manual (APM). The APM procedures were also used in developing the future year intersection volumes evaluated as part of the needs analysis for the City's TSP and the US 97 South Redmond Corridor Facility Plan.

C. Results of the Analysis

Table 1 reflects the v/c ratios at four of the US 97 corridor intersections where the alternative targets are being requested. The table presents both the required alternative mobility target per the methodology ODOT has established for developing the targets and the recommended target to establish consistency along the corridor. As previously mentioned, ODOT and the City desire to establish a consistent corridor vision and set of transportation corridor changes (as identified through the US 97 South Corridor Plan) along US 97 between Veteran's Way and the Yew Avenue interchanges. Providing a corridor-specific alternative mobility target that is consistent for each of these intersections, helps to achieve this goal. The corridor alternative mobility target is equal to a volume-to-capacity ratio of 1.0 with a peak hour factor (PHF) of 1.0 during Average Weekday Conditions. Technical analysis worksheets are included in Appendix A.

Table 1. Year 2040 Forecast Operations*

Intersection	Adopted Performance Target		Year 2040 Operational Results		Alternative Mobility Target Required	Alternative Mobility Target Recommended
	Jurisdiction	OHP Target	V/C	LOS		
US 97/SW Veteran's Way	ODOT	0.80	1.20	F	V/C = 1.0 with a PHF of 1.0 during Average Weekday Conditions	V/C = 1.0 with a PHF of 1.0 during Average Weekday Conditions
US 97/Odem Medo Way	ODOT	0.80	1.05	F	V/C = 1.0 with a PHF of 1.0	
US 97 NB Ramp Terminal/Yew Avenue	ODOT	0.80	1.01	E	V/C = 1.0 with a PHF of 1.0	
US 97/Wickiup Avenue	ODOT	0.80	0.91	F	V/C = 0.95	

*Note: This table includes only those locations where the mobility target is forecast to be exceeded. However, the Quartz, Pumice, Reindeer/Salmon, and Yew Avenue Southbound ramp locations along US 97 are also requested for inclusion of the alternative mobility target to enable a consistent corridor vision, set of transportation changes and corridor management.

Consistency with OHP Policies 1F.3 & 1G

As described in Section 3 of this memo:

- Redmond has progressive land use and transportation plans, policies, programs and actions that emphasize sustainability, economic development, and making better use of the existing transportation system.
- The TSP promotes Transportation Demand Management (TDM), Transportation System Management and Operational strategies (TSMO), connectivity improvements, managing access, and other strategies that support active modes (walking and biking) and greenhouse gas reduction.
- The TSP is financially prudent and acknowledges the uncertainty of future funding.

Any roadway improvements to add capacity, beyond those improvements identified in the recommended list of projects, or along the section of the US 97 corridor where alternative mobility targets are proposed, would have impacts that are not practical to mitigate. Additional capacity improvements would contradict state and local policies to support compact urban form and encourage the use of other transportation modes. The cost would also exceed the forecasted revenue.

5. PROPOSED ALTERNATIVE MOBILITY TARGETS

The Redmond TSP was developed with significant input from the public and in collaboration with other jurisdictions and agencies, including Deschutes County, Central Eastside Transit, and ODOT.

The TSP includes policies and priority projects that reflect the City's commitment to developing a balanced, multimodal transportation system, supporting continued economic development, supporting the Oregon Resiliency Plan, and improving the quality of the City and the region.

The request for the alternative mobility targets reflects agency partnerships that were strengthened during the TSP efforts and will continue through implementation. The request for these targets is not entered into lightly by any of the affected agencies but reflects support of ODOT, regional and city priorities as well as more sustainable transportation system with a tremendous focus on multimodal travelers of all ages and abilities. The alternative mobility targets described in this memo support these policies. Accordingly, the City of Redmond and ODOT request that the OTC amend the Oregon Highway Plan (OHP), by adopting the alternative mobility targets for the following intersections:

- US 97/SW Veteran's Way;
- US 97/SW Pumice Avenue;
- US 97/Quartz Street;
- US 97/Reindeer Avenue/Salmon Avenue;
- US 97/Odem Medo Way;
- US 97 Northbound Ramp Terminal/Yew Avenue;

- US 97 Southbound Ramp Terminal/Yew Avenue; and,
- US 97/Wickiup Avenue.

To enable a consistent corridor vision, set of transportation changes and corridor management, the City of Redmond and ODOT recommend establishing an alternative mobility target that is consistent for these eight corridor intersections. This alternative mobility target is equal to a volume-to-capacity ratio of 1.0 with a peak hour factor (PHF) of 1.0 during Average Weekday Conditions.

Appendix A Sychro Worksheets

Method 2 Analysis Results

2040 Peak Hour
138: US-97 & SW Odem Medo Way

Future Build Conditions - Method 2

01/27/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (vph)	120	20	110	55	60	20	40	210	1930	40	55	20
Future Volume (vph)	120	20	110	55	60	20	40	210	1930	40	55	20
Ideal Flow (vphpl)	1750	1750	1750	1750	1750	1750	1750	1750	1750	1750	1750	1750
Total Lost time (s)	5.0	5.0	5.0	5.0	5.0			5.0	6.0			5.0
Lane Util. Factor	0.95	0.95	1.00	1.00	1.00			1.00	0.95			1.00
Frpb, ped/bikes	1.00	1.00	1.00	1.00	1.00			1.00	1.00			1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00			1.00	1.00			1.00
Frt	1.00	1.00	0.85	1.00	0.96			1.00	1.00			1.00
Flt Protected	0.95	0.97	1.00	0.95	1.00			0.95	1.00			0.95
Satd. Flow (prot)	1564	1594	1437	1662	1648			1643	3188			1638
Flt Permitted	0.95	0.97	1.00	0.95	1.00			0.07	1.00			0.07
Satd. Flow (perm)	1564	1594	1437	1662	1648			118	3188			116
Peak-hour factor, PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj. Flow (vph)	120	20	110	55	60	20	40	210	1930	40	55	20
RTOR Reduction (vph)	0	0	85	0	8	0	0	0	1	0	0	0
Lane Group Flow (vph)	70	70	25	55	72	0	0	250	1969	0	0	75
Confl. Peds. (#/hr)	1		1	1		1		2		1		1
Confl. Bikes (#/hr)						2						
Heavy Vehicles (%)	1%	0%	3%	0%	0%	7%	2%	1%	4%	0%	2%	0%
Turn Type	Split	NA	pm+ov	Split	NA			pm+pt	NA			pm+pt
Protected Phases	8	8	1	4	4			1	6			5
Permitted Phases			8					6				2
Actuated Green, G (s)	12.1	12.1	33.8	11.8	11.8			80.1	80.1			84.4
Effective Green, g (s)	12.1	12.1	33.8	11.8	11.8			80.1	80.1			84.4
Actuated g/C Ratio	0.08	0.08	0.23	0.08	0.08			0.53	0.53			0.56
Clearance Time (s)	5.0	5.0	5.0	5.0	5.0			5.0	6.0			5.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0			3.0	3.0			3.0
Lane Grp Cap (vph)	126	128	371	130	129			283	1702			318
v/s Ratio Prot	c0.04	0.04	0.01	0.03	c0.04			0.13	c0.62			0.04
v/s Ratio Perm			0.01					0.34				0.09
v/c Ratio	0.56	0.55	0.07	0.42	0.56			0.88	1.16			0.24
Uniform Delay, d1	66.4	66.3	45.7	65.9	66.6			46.4	35.0			49.8
Progression Factor	1.00	1.00	1.00	1.00	1.00			1.00	1.00			0.56
Incremental Delay, d2	5.2	4.7	0.1	2.2	5.1			26.0	77.7			0.2
Delay (s)	71.6	71.0	45.8	68.1	71.7			72.4	112.6			28.0
Level of Service	E	E	D	E	E			E	F			C
Approach Delay (s)		60.1			70.2				108.1			
Approach LOS		E			E				F			
Intersection Summary												
HCM 2000 Control Delay			68.1			HCM 2000 Level of Service			E			
HCM 2000 Volume to Capacity ratio			0.98									
Actuated Cycle Length (s)			150.0			Sum of lost time (s)			21.0			
Intersection Capacity Utilization			90.6%			ICU Level of Service			E			
Analysis Period (min)			15									
c Critical Lane Group												

	↓	↘
Movement	SBT	SBR
Lane Configurations	↑↑	↑
Traffic Volume (vph)	1315	245
Future Volume (vph)	1315	245
Ideal Flow (vphpl)	1750	1750
Total Lost time (s)	6.0	6.0
Lane Util. Factor	0.95	1.00
Frpb, ped/bikes	1.00	0.97
Flpb, ped/bikes	1.00	1.00
Frt	1.00	0.85
Flt Protected	1.00	1.00
Satd. Flow (prot)	3107	1420
Flt Permitted	1.00	1.00
Satd. Flow (perm)	3107	1420
Peak-hour factor, PHF	1.00	1.00
Adj. Flow (vph)	1315	245
RTOR Reduction (vph)	0	75
Lane Group Flow (vph)	1315	170
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Heavy Vehicles (%)	7%	2%
Turn Type	NA	Perm
Protected Phases	2	
Permitted Phases		2
Actuated Green, G (s)	83.4	83.4
Effective Green, g (s)	83.4	83.4
Actuated g/C Ratio	0.56	0.56
Clearance Time (s)	6.0	6.0
Vehicle Extension (s)	3.0	3.0
Lane Grp Cap (vph)	1727	789
v/s Ratio Prot	c0.42	
v/s Ratio Perm		0.12
v/c Ratio	0.76	0.21
Uniform Delay, d1	25.6	16.8
Progression Factor	0.53	0.47
Incremental Delay, d2	1.9	0.4
Delay (s)	15.4	8.2
Level of Service	B	A
Approach Delay (s)	14.9	
Approach LOS	B	
Intersection Summary		

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (vph)	55	195	150	215	390	205	55	185	1765	145	30	55
Future Volume (vph)	55	195	150	215	390	205	55	185	1765	145	30	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5			4.5	5.0			4.5
Lane Util. Factor	1.00	1.00	1.00	1.00	0.95			1.00	0.95			1.00
Frpb, ped/bikes	1.00	1.00	0.99	1.00	0.99			1.00	1.00			1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00			1.00	1.00			1.00
Frt	1.00	1.00	0.85	1.00	0.95			1.00	0.99			1.00
Flt Protected	0.95	1.00	1.00	0.95	1.00			0.95	1.00			0.95
Satd. Flow (prot)	1803	1827	1588	1719	3321			1783	3320			1747
Flt Permitted	0.29	1.00	1.00	0.26	1.00			0.10	1.00			0.10
Satd. Flow (perm)	559	1827	1588	475	3321			183	3320			177
Peak-hour factor, PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj. Flow (vph)	55	195	150	215	390	205	55	185	1765	145	30	55
RTOR Reduction (vph)	0	0	103	0	43	0	0	0	4	0	0	0
Lane Group Flow (vph)	55	195	47	215	552	0	0	240	1906	0	0	85
Confl. Peds. (#/hr)	7					7				2		2
Confl. Bikes (#/hr)			1									
Heavy Vehicles (%)	0%	4%	1%	5%	2%	3%	2%	1%	7%	12%	2%	4%
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA		custom	pm+pt	NA		custom	pm+pt
Protected Phases	7	4	5!	3	8			5	2			1
Permitted Phases	4		4	8			5!	2			1	6
Actuated Green, G (s)	29.4	22.0	41.7	46.8	34.9			60.7	60.7			70.0
Effective Green, g (s)	29.4	22.0	41.7	46.8	34.9			60.7	60.7			70.0
Actuated g/C Ratio	0.20	0.15	0.28	0.31	0.23			0.40	0.40			0.47
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5			4.5	5.0			4.5
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0			3.0	3.0			3.0
Lane Grp Cap (vph)	170	267	489	316	772			284	1343			380
v/s Ratio Prot	0.02	0.11	0.01	c0.09	c0.17			0.11	c0.57			0.04
v/s Ratio Perm	0.05		0.02	0.12				0.23				0.06
v/c Ratio	0.32	0.73	0.10	0.68	0.72			0.85	1.42			0.22
Uniform Delay, d1	50.2	61.2	40.2	41.6	53.0			42.6	44.6			47.4
Progression Factor	1.00	1.00	1.00	1.00	1.00			1.00	1.00			1.00
Incremental Delay, d2	1.1	9.8	0.1	5.9	3.2			20.0	193.2			0.3
Delay (s)	51.3	71.0	40.2	47.5	56.1			62.6	237.9			47.7
Level of Service	D	E	D	D	E			E	F			D
Approach Delay (s)		56.8			53.8				218.3			
Approach LOS		E			D				F			
Intersection Summary												
HCM 2000 Control Delay			124.9			HCM 2000 Level of Service			F			
HCM 2000 Volume to Capacity ratio			1.11									
Actuated Cycle Length (s)			150.0			Sum of lost time (s)			18.5			
Intersection Capacity Utilization			104.0%			ICU Level of Service			G			
Analysis Period (min)			15									
! Phase conflict between lane groups.												
c Critical Lane Group												

	↓	↘
Movement	SBT	SBR
Lane Configurations	↑↑	
Traffic Volume (vph)	1345	55
Future Volume (vph)	1345	55
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	5.0	
Lane Util. Factor	0.95	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.99	
Flt Protected	1.00	
Satd. Flow (prot)	3330	
Flt Permitted	1.00	
Satd. Flow (perm)	3330	
Peak-hour factor, PHF	1.00	1.00
Adj. Flow (vph)	1345	55
RTOR Reduction (vph)	2	0
Lane Group Flow (vph)	1398	0
Confl. Peds. (#/hr)		
Confl. Bikes (#/hr)		
Heavy Vehicles (%)	8%	2%
Turn Type	NA	
Protected Phases	6	
Permitted Phases		
Actuated Green, G (s)	69.5	
Effective Green, g (s)	69.5	
Actuated g/C Ratio	0.46	
Clearance Time (s)	5.0	
Vehicle Extension (s)	3.0	
Lane Grp Cap (vph)	1542	
v/s Ratio Prot	c0.42	
v/s Ratio Perm		
v/c Ratio	0.91	
Uniform Delay, d1	37.3	
Progression Factor	1.00	
Incremental Delay, d2	9.3	
Delay (s)	46.6	
Level of Service	D	
Approach Delay (s)	46.6	
Approach LOS	D	
Intersection Summary		

2040 Peak Hour
143: US-97 NB Ramps & SE Airport Way

Future Build Conditions - Method 2

01/27/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	75	250	0	0	850	165	365	1	300	0	0	0
Future Volume (vph)	75	250	0	0	850	165	365	1	300	0	0	0
Ideal Flow (vphpl)	1750	1750	1750	1750	1750	1750	1750	1750	1750	1750	1750	1750
Total Lost time (s)	5.0	5.0			5.0	5.0	5.0	5.0				
Lane Util. Factor	1.00	1.00			1.00	1.00	1.00	1.00				
Frpb, ped/bikes	1.00	1.00			1.00	0.98	1.00	1.00				
Flpb, ped/bikes	1.00	1.00			1.00	1.00	1.00	1.00				
Frt	1.00	1.00			1.00	0.85	1.00	0.85				
Flt Protected	0.95	1.00			1.00	1.00	0.95	1.00				
Satd. Flow (prot)	1599	1667			1683	1395	1630	1431				
Flt Permitted	0.13	1.00			1.00	1.00	0.95	1.00				
Satd. Flow (perm)	214	1667			1683	1395	1630	1431				
Peak-hour factor, PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj. Flow (vph)	75	250	0	0	850	165	365	1	300	0	0	0
RTOR Reduction (vph)	0	0	0	0	0	42	0	245	0	0	0	0
Lane Group Flow (vph)	75	250	0	0	850	123	365	56	0	0	0	0
Confl. Peds. (#/hr)	3		1	1		3						
Heavy Vehicles (%)	4%	5%	0%	0%	4%	4%	2%	0%	4%	0%	0%	0%
Turn Type	pm+pt	NA			NA	Perm	Perm	NA				
Protected Phases	5	2			6			8				
Permitted Phases	2					6	8					
Actuated Green, G (s)	55.4	55.4			44.8	44.8	14.6	14.6				
Effective Green, g (s)	55.4	55.4			44.8	44.8	14.6	14.6				
Actuated g/C Ratio	0.69	0.69			0.56	0.56	0.18	0.18				
Clearance Time (s)	5.0	5.0			5.0	5.0	5.0	5.0				
Vehicle Extension (s)	3.0	3.0			3.0	3.0	3.0	3.0				
Lane Grp Cap (vph)	245	1154			942	781	297	261				
v/s Ratio Prot	c0.02	0.15			c0.51			0.04				
v/s Ratio Perm	0.19					0.09	c0.22					
v/c Ratio	0.31	0.22			0.90	0.16	1.23	0.21				
Uniform Delay, d1	11.1	4.4			15.7	8.5	32.7	27.8				
Progression Factor	1.00	1.00			1.00	1.00	1.00	1.00				
Incremental Delay, d2	0.7	0.4			13.5	0.4	129.0	0.4				
Delay (s)	11.8	4.9			29.2	8.9	161.7	28.2				
Level of Service	B	A			C	A	F	C				
Approach Delay (s)		6.5			25.9			101.4			0.0	
Approach LOS		A			C			F			A	
Intersection Summary												
HCM 2000 Control Delay			47.8		HCM 2000 Level of Service					D		
HCM 2000 Volume to Capacity ratio			0.93									
Actuated Cycle Length (s)			80.0		Sum of lost time (s)					15.0		
Intersection Capacity Utilization			87.5%		ICU Level of Service					E		
Analysis Period (min)			15									
c Critical Lane Group												

Method 3 Analysis Results

2040 Peak Hour
133: US-97 & SW Veterans Way

Future Build Conditions - Method 3

01/27/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (vph)	49	173	133	207	375	197	49	164	1562	128	27	49
Future Volume (vph)	49	173	133	207	375	197	49	164	1562	128	27	49
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5			4.5	5.0			4.5
Lane Util. Factor	1.00	1.00	1.00	1.00	0.95			1.00	0.95			1.00
Frpb, ped/bikes	1.00	1.00	0.99	1.00	0.99			1.00	1.00			1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00			1.00	1.00			1.00
Frt	1.00	1.00	0.85	1.00	0.95			1.00	0.99			1.00
Flt Protected	0.95	1.00	1.00	0.95	1.00			0.95	1.00			0.95
Satd. Flow (prot)	1803	1827	1588	1719	3321			1783	3320			1748
Flt Permitted	0.31	1.00	1.00	0.29	1.00			0.09	1.00			0.09
Satd. Flow (perm)	580	1827	1588	517	3321			167	3320			162
Peak-hour factor, PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj. Flow (vph)	49	173	133	207	375	197	49	164	1562	128	27	49
RTOR Reduction (vph)	0	0	99	0	44	0	0	0	3	0	0	0
Lane Group Flow (vph)	49	173	34	207	528	0	0	213	1687	0	0	76
Confl. Peds. (#/hr)	7					7				2		2
Confl. Bikes (#/hr)			1									
Heavy Vehicles (%)	0%	4%	1%	5%	2%	3%	2%	1%	7%	12%	2%	4%
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA		custom	pm+pt	NA		custom	pm+pt
Protected Phases	7	4	5!	3	8			5	2			1
Permitted Phases	4		4	8			5!	2			1	6
Actuated Green, G (s)	27.3	20.2	38.1	44.7	33.1			62.8	62.8			73.9
Effective Green, g (s)	27.3	20.2	38.1	44.7	33.1			62.8	62.8			73.9
Actuated g/C Ratio	0.18	0.13	0.25	0.30	0.22			0.42	0.42			0.49
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5			4.5	5.0			4.5
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0			3.0	3.0			3.0
Lane Grp Cap (vph)	163	246	450	314	732			262	1389			381
v/s Ratio Prot	0.01	0.09	0.01	c0.09	c0.16			0.10	c0.51			0.04
v/s Ratio Perm	0.04		0.01	0.11				0.24				0.06
v/c Ratio	0.30	0.70	0.08	0.66	0.72			0.81	1.21			0.20
Uniform Delay, d1	51.7	62.0	42.6	42.8	54.2			41.4	43.6			47.3
Progression Factor	1.00	1.00	1.00	1.00	1.00			1.00	1.00			1.00
Incremental Delay, d2	1.0	8.8	0.1	4.9	3.5			17.3	103.2			0.3
Delay (s)	52.8	70.8	42.6	47.7	57.7			58.7	146.8			47.6
Level of Service	D	E	D	D	E			E	F			D
Approach Delay (s)		57.8			55.1				137.0			
Approach LOS		E			E				F			
Intersection Summary												
HCM 2000 Control Delay			85.1			HCM 2000 Level of Service			F			
HCM 2000 Volume to Capacity ratio			0.98									
Actuated Cycle Length (s)			150.0			Sum of lost time (s)			18.5			
Intersection Capacity Utilization			97.3%			ICU Level of Service			F			
Analysis Period (min)			15									
! Phase conflict between lane groups.												
c Critical Lane Group												

	↓	↘
Movement	SBT	SBR
Lane Configurations	↑↑	
Traffic Volume (vph)	1190	49
Future Volume (vph)	1190	49
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	5.0	
Lane Util. Factor	0.95	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.99	
Flt Protected	1.00	
Satd. Flow (prot)	3330	
Flt Permitted	1.00	
Satd. Flow (perm)	3330	
Peak-hour factor, PHF	1.00	1.00
Adj. Flow (vph)	1190	49
RTOR Reduction (vph)	2	0
Lane Group Flow (vph)	1237	0
Confl. Peds. (#/hr)		
Confl. Bikes (#/hr)		
Heavy Vehicles (%)	8%	2%
Turn Type	NA	
Protected Phases	6	
Permitted Phases		
Actuated Green, G (s)	73.4	
Effective Green, g (s)	73.4	
Actuated g/C Ratio	0.49	
Clearance Time (s)	5.0	
Vehicle Extension (s)	3.0	
Lane Grp Cap (vph)	1629	
v/s Ratio Prot	c0.37	
v/s Ratio Perm		
v/c Ratio	0.76	
Uniform Delay, d1	31.1	
Progression Factor	1.00	
Incremental Delay, d2	3.4	
Delay (s)	34.5	
Level of Service	C	
Approach Delay (s)	35.3	
Approach LOS	D	
Intersection Summary		

MEMORANDUM

Date: June 10, 2021 Project #: 25963

To: Mike Caccavano, City of Redmond
Rick Williams, ODOT Region 4

From: Julia Kuhn, Matt Kittelson, & Miranda Barrus

Project: Redmond Alternative Mobility Targets

Subject: Alternative Mobility Target Request for US 97/SW Evergreen Avenue (OR 126)

Contents

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1. INTRODUCTION

A. Summary of Request

The purpose of this memorandum is to document how the (proposed) alternative mobility target was established at the Oregon Department of Transportation (ODOT) intersection of US 97/SW Evergreen Avenue (OR 126) in Redmond. An alternative target is required at this intersection because (1) traffic volumes are forecast to exceed the volume-to-capacity (v/c) thresholds identified within the Oregon Highway Plan (OHP) for the intersection within the 20-year planning horizon, and (2) improvements and other fiscally prudent mitigation measures identified in the project lists included in the locally-adopted Transportation System Plan (TSP) will not increase the capacity or reduce the volumes at this intersection sufficiently to meet the standard target. The TSP also identified the need for four other locations along US 97 where alternative mobility targets are also being sought in conjunction with the US 97 Redmond South Corridor Facility Plan. The need for alternative targets at the other US 97 locations is addressed in a separate memorandum.

The alternative targets need to be formally adopted by the Oregon Transportation Commission (OTC) as an amendment to the Oregon Highway Plan (OHP) before they can be applied by the City of Redmond, or by ODOT, in evaluating the impacts of plan amendment requests, land development proposals, roadway modifications, or other activities that may have an effect on the transportation system.

ODOT contracted with Kittelson & Associates to perform this analysis and prepare this memo. They are referred to in this memo as *the consultant*.

Specifically, this request is for the following alternative mobility target:

- US 97/SW Evergreen Avenue – mobility target equal to a volume-to-capacity ratio of 1.0 with a PHF of 1.0 during Average Weekday Conditions.

B. Project Description

Redmond adopted an update to its Transportation System Plan (TSP) in 2020. This TSP update met the technical and public involvement requirements outlined in the Transportation Planning Rule (TPR, Oregon Administrative Rule (OAR) 660-012). Further, the TSP includes a comprehensive set of policies aimed at encouraging future travel by pedestrians, cyclists and transit, and reducing vehicular travel. The TSP also includes a number of connectivity improvements aimed at reducing reliance on the state highway system for local travel. The traffic operations analysis prepared for the TSP indicate that, even when the priority projects and policies described in the plan are constructed and implemented (in the future), this location (intersection) will not be feasible to meet the prescribed ODOT mobility target contained in the OHP. Accordingly, the TSP recommends establishing an alternative mobility target at this location.

2. THE OPERATIONAL NEED FOR ALTERNATIVE MOBILITY TARGETS

The TPR requires TSPs to include an analysis of the capacity of existing and planned transportation facilities.¹ It also requires that plans maintain mobility on state-owned facilities consistent with the performance standards established by ODOT.

ODOT's performance standards, or targets, are specified in the Oregon Highway Plan (OHP), Policy 1F. Policy 1F acknowledges it may not be practical for all facilities to meet the prescribed targets and sets forth a methodology for establishing alternative targets.

This section of the memo explains why it is not feasible to meet the standard targets and why alternative targets are needed, from a traffic operations perspective.

A. Prescribed OHP Mobility Targets

The OHP specifies the mobility targets that apply to state highways.² Different targets apply depending on the roadway classification (expressway, freight route, district highway, local road, etc.).

Table 1 in this memo (Section 4.C) lists one of the intersections identified in the Redmond TSP that was forecast not to meet the prescribed OHP mobility targets (as noted earlier, there are four other locations identified in the TSP as needing alternative targets but these are addressed in a separate memo). The current target is shown in the table (along with other information).

B. Existing and Future Highway Operations

The Redmond TSP includes an existing and future year traffic operations analysis developed using methodology approved by ODOT. The analyses identified that the US 97/SW Evergreen Avenue (OR 126) intersection would not be able to meet the prescribed ODOT mobility targets in the future.

The alternative mobility target proposed in this memo was developed using the methodology prescribed by ODOT. This analysis is described in more detail in Section 4 of this memo.

C. Factors Limiting the Ability to Meet Prescribed OHP Mobility Targets

There are various reasons why the US 97/SW Evergreen Avenue (OR 126) intersection is not able to comply with the prescribed OHP mobility targets. Cost, geographic constraints (including an adjacent canal to the west and railroad to the east (including addressing railroad interconnect with this

¹ OAR 660-012-0020(3)(a)(A)

² Refer to Oregon Highway Plan, Policy 1F, Table 6.

intersection), and land use constraints are all key factors. Mobility targets cannot be met even with costly improvements.

At the system level, there may not be enough alternate routes or surplus capacity to accommodate the overall traffic volumes that occur during peak periods. There are also not enough people using alternative modes of travel to reduce vehicular demand on the system to a level that could be accommodated by the roadway system.

There are also policy-related considerations. The Redmond Comprehensive Plan encourages increased density in some locations and increased reliance on alternative modes of travel (other than single-occupancy vehicles). In addition, the limited number of available crossings of both US 97 and the Burlington Northern Santa Fe (BNSF) railroad to the east of the highway further concentrates traffic volume at this intersection.

Given the existing intersection configuration and adjacent land uses and constraints the City does not want to expand facilities because of the impacts on the surrounding community. Through the public engagement process, the community discussed the trade-offs associated with the changes that would be needed to meet the prescribed targets and are willing to tolerate congestion at this location associated with the alternative target proposed.

3. OTHER REQUIREMENTS (TO JUSTIFY THE USE OF ALTERNATIVE MOBILITY TARGETS)

Alternate mobility targets are not intended to be the default solution to address mobility issues. They are intended to be considered as a potential solution in situations where it may not be feasible to meet the standard targets prescribed in the OHP.

Section 2 describes why alternative targets are needed from a traffic operations perspective. This section describes the other strategies for enhancing mobility (besides increasing capacity) that need to be considered before proposing alternative targets. It also describes how the alternative targets proposed in the Redmond TSP satisfy these requirements.

A. Relevant Oregon Highway Plan Policy (OHP) Guidance

OHP Policy 1F *“recognizes and emphasizes opportunities for developing alternative mobility targets (including measures that are not v/c-based) that provide a more effective tool to identify transportation needs and solutions and better balance state and local community needs and objectives. Through this policy, the state acknowledges that achieving important community goals may impact mobility performance and that higher levels of congestion may result in certain areas.”*

Action 1F.3 provides several examples when alternative targets may be applicable, such as:

- *“Metropolitan areas or portions thereof where mobility expectations cannot be achieved and where they are in conflict with an adopted integrated land use and transportation plan for promoting compact development, reducing the use of automobiles and increasing the use of other modes of transportation, promoting efficient use of transportation infrastructure, improving air quality, and supporting greenhouse gas reduction objectives;*
- *When financial considerations or limitations preclude the opportunity to provide a planned system improvement within the planning horizon;*
- *When other locally adopted policies must be balanced with vehicular mobility and it can be shown that these policies are consistent with the broader goals and objectives of OTP and OHP policy”*

Action 1F.3 also identifies that the plans establishing alternative mobility targets must include feasible actions for:

- *“Providing a network of local streets, collectors and arterials to relieve traffic demand on state highways and to provide convenient pedestrian and bicycle ways;*
- *Managing access and traffic operations to minimize traffic accidents, avoid traffic backups on ramps, accommodate freight vehicles and make the most efficient use of existing and planned highway capacity;*
- *Managing traffic demand and incorporating transportation system management tools and information, where feasible, to manage peak hour traffic loads on state highways;*
- *Providing and enhancing multiple modes of transportation; and*
- *Managing land use to limit vehicular demand on state highways consistent with Policy 1B (Land Use and Transportation Policy).”*

Additionally, OHP Policy 1G (Major Improvements) notes that *“it is the policy of the State of Oregon to maintain highway performance and improve safety by improving system efficiency and management before adding capacity. ODOT will work in partnership with regional and local governments to address highway performance and safety needs.”*

B. Planning Processes Conducted for Adoption of the Redmond TSP

The City of Redmond adopted its TSP in 2020. This TSP identified the transportation-related projects, policies and programs needed to accommodate new growth and maintain and rebuild infrastructure through the year 2040 in a manner consistent with the City’s vision. This TSP was developed with significant public and agency engagement obtained through the project website and web-based surveys, Project Advisory Committee meetings, meetings with agency staff, two public open houses, targeted outreach with local community services organization, and City Planning Commission and City Council hearings.

The TSP is guided by the goals outlined below.

- **Goal 1.** Provide a safe and efficient transportation network to complement key economic development priority areas, the comprehensive plan, recreational needs, and adopted state, regional and local plans and policies.
- **Goal 2.** Advance community and statewide emergency preparedness efforts through support of the Oregon Resiliency Plan.
- **Goal 3.** Provide transportation choices and address the needs and safety of all travelers, including people of all ages, abilities, ethnicities, and incomes.
- **Goal 4.** Provide comfortable, convenient and safe pedestrian and bicycle facilities for all users.
- **Goal 5.** Provide reliable and convenient transit service to Redmond residents, its businesses, and its connection to surrounding cities, as well as special transit options for the City's elderly and disabled residents.
- **Goal 6.** Ensure efficient and effective freight transportation infrastructure is developed and maintained to support local and regional economic expansion and diversification consistent with City and Regional economic plans and policies.
- **Goal 7.** Implement the plan in a timely fashion and keep it up to date with respect to local and regional priorities.

Each goal is supported by several policies for implementation by the City.

The TSP recommends several multimodal projects (including estimated costs) included in the following categories: strategic street capacity investment corridors, new planned streets, intersection capacity improvements, grade-separated intersection improvements, key multi-use pathways, key bicycle corridors, and key pedestrian improvements. In total, the recommended projects are estimated to cost between \$435 and \$475 million (including \$55 - \$60 million for implementation of the US 97 Redmond South Corridor Facility Plan). The TSP policies and overall City priorities seek to include strategic investments that “support mixed-use, pedestrian-friendly neighborhoods, increase use of active modes of transportation and reduce reliance on travel by single occupancy vehicle.

The TSP identifies improvement projects at several ODOT intersections along OR 126 both to the east and west of US 97, the conversion of at-grade intersections with US 97 to grade-separation (including O'Neill Highway, Elkhorn Avenue, and future study of a crossing at Hemlock Avenue), and approximately \$55 - \$60 million of improvements along the US 97 corridor to the south of SW Veteran's Way. These improvements provide for acceptable operations in the year 2040 at the vast majority of intersections within the City of Redmond.

D. Regional Coordination

Deschutes County, Cascades East Transit (CET), and ODOT participated in developing the Redmond TSP. Each of the agencies were involved in the review and evaluation of the recommended list of projects and have accepted the findings of the City's TSP. Further, each agency confirmed the need for requesting the recommended alternative mobility target, which are described in this memo.

4. DEVELOPING THE TARGET

This section describes the methodology that was used to develop the alternative mobility target. It also identifies the specific target, which ODOT is recommending the OTC formally adopt as an amendment to the OHP.

A. Methodology

The following is a summary of the methodology ODOT has established for developing alternative mobility targets.³

OHP Action 1F.3 requires transportation plans that rely on alternative mobility targets to include policies, actions and improvements that promote local connectivity, safety, improved operations, TDM, multiple modes, and land use integration.

The following v/c-based methodology is recommended as a first option when developing alternative mobility targets for state highways.

1. In cases where the v/c is forecasted to be greater than the OHP mobility target but less than capacity ($v/c = 1.0$) during the design hour using standard analysis procedures, establish the proposed alternative target consistent with the v/c values used in the OHP (0.75, 0.80, 0.85, 0.90, etc.).
2. In cases where the v/c is forecasted to be greater than or equal to capacity during the design hour using the standard analysis procedures evaluate the actual peak hour traffic volume for future year design hour projections rather than expanding the peak 15 minutes to be the design hour traffic volume (e.g., peak hour factor) for projection purposes. If the resulting v/c is less than 1.0, establish the proposed alternative target.

³ Refer to ODOT interoffice memo dated December 30, 2009 (from Erik Havig, Region 2 Planning Manager) clarifying the methodology for establishing alternate mobility standards. This methodology was subsequently incorporated into the Oregon Highway Plan Mobility Standard Guidelines, dated August 7, 2009.

3. In cases where the v/c is forecasted to be greater than or equal to capacity during the design hour using the actual peak hour projection of traffic and in areas where design hours are affected by high seasonal traffic volumes, evaluate the Annual Average Weekday PM Peak as the future year design hour rather than the 30th highest hour. If the resultant v/c is then <1.0 , establish the proposed alternative target.
4. In cases where the v/c is forecasted to be ≥ 1.0 using the Annual Average Weekday PM Peak as the future design hour, determine the duration of the period during which the future Annual Average Weekday PM Peak hour will have a v/c ≥ 1.0 . Establish the proposed alternative target by increasing the number of hours that v/c can be ≥ 1.0 (i.e., v/c ≥ 1.0 for not more than 1 hour, or not more than 2 hours, etc.).

If a v/c-based mobility measure does not meet the needs of the local jurisdiction or the state, then non v/c-based measures may be considered. At a minimum, all non v/c-based measures must:

1. Be consistent with OHP Policy 1F, with particular attention to Actions 1F.1 and 1F.3;
2. Follow the attached checklist; and
3. Develop a measurable and defensible target value, with defined geographic limits and a defined analysis methodology that can be compared between alternatives, recognizes data needs, availability and quality, and considers requirements for implementation including the availability of analysis tools, staff responsibilities and associated costs.

When considering non v/c-based measures, recognize there may still be advantages to using v/c measures. Alternative targets, and methodologies, are not recognized until they are adopted by the OTC.

B. Application of the Methodology

This section provides (1) an overview of the process, (2) an explanation of how the ODOT 4-step method was applied, and (3) an explanation of how the TSP complies with OHP Policy 1F, which is required in order to justify the use of alternative mobility targets.

Overview of the Process

Following adoption of the Redmond TSP, the City and ODOT identified the need to pursue the alternative mobility target at the US 97/SW Evergreen Avenue (OR 126) intersection. The evaluation of the need for an alternative target assumes the policies and programs included in the TSP will be implemented. It also assumes the projects included in the recommended multimodal project list will be constructed.

Table 1 (in Section 4.C) shows the updated operational results at the intersection, compares the results to the applicable performance standard, and recommends an alternative mobility target.

Application of ODOT 4-step method

As part of the TSP development, the consultant obtained year 2040 traffic volume forecasts from ODOT staff for each of the identified intersection locations. The travel demand forecasts were post-processed to develop year 2040 intersection volumes for analyses. These future volume calculations were performed using the procedures outlined in ODOT's Analysis and Procedures Manual (APM). The APM procedures were also used in developing the future year intersection volumes evaluated as part of the needs analysis for the City's TSP.

C. Results of the Analysis

Table 1 reflects the v/c ratio at the US 97/Evergreen intersection where the alternative target is being requested. The right-most column of the table identifies the recommended alternative mobility target per the methodology ODOT has established for developing the targets. Technical analysis worksheets are included in Appendix A.

Table 1. Year 2040 Forecast Operations

Intersection	Adopted Performance Target		Year 2040 Operational Results		Alternative Mobility Target Recommended
	Jurisdiction	Target	V/C	LOS	
US 97/SW Evergreen Avenue (OR 126)	ODOT	0.80	1.13	F	V/C = 1.0 with a PHF of 1.0 during Average Weekday Conditions

Consistency with OHP Policies 1F.3 & 1G

As described in Section 3 of this memo:

- Redmond has progressive land use and transportation plans, policies, programs and actions that emphasize sustainability, economic development, and making better use of the existing transportation system.
- The TSP promotes Transportation Demand Management (TDM), Transportation System Management and Operational strategies (TSMO), connectivity improvements, managing access, and other strategies that support active modes (walking and biking) and greenhouse gas reduction.
- The TSP is financially prudent and acknowledges the uncertainty of future funding.

Any roadway improvements to add capacity, beyond those improvements identified in the recommended list of projects, or at the US 97/SW Evergreen Avenue (OR 126) intersection where an alternative mobility target is proposed, would have impacts that are not practical to mitigate. Additional capacity improvements would contradict state and local policies to support compact urban form and encourage the use of other transportation modes. The cost would also exceed the forecasted revenue.

5. PROPOSED ALTERNATIVE MOBILITY TARGET

The Redmond TSP was developed with significant input from the public and in collaboration with other jurisdictions and agencies, including Deschutes County, Central Eastside Transit, and ODOT.

The TSP includes policies and priority projects that reflect the City's commitment to developing a balanced, multimodal transportation system, supporting continued economic development, supporting the Oregon Resiliency Plan, and improving the quality of the City and the region.

The request for the alternative mobility target reflects agency partnerships that were strengthened during the TSP efforts and will continue through implementation. The request for this target is not entered into lightly by any of the affected agencies but reflects support of ODOT, regional and city priorities as well as more sustainable transportation system with a tremendous focus on multimodal travelers of all ages and abilities. The alternative mobility target described in this memo supports these policies. Accordingly, the City of Redmond and ODOT request that the OTC amend the Oregon Highway Plan (OHP), by adopting the following alternative mobility target:

- US 97/SW Evergreen Avenue (OR 126) – mobility target equal to a volume-to-capacity ratio of 1.0 with a PHF of 1.0 during Average Weekday Conditions.

Appendix A Synchro Worksheets

Method 2 Analysis Results

2040 Peak Hour
115: US-97 & SW Evergreen Ave

Future Build Conditions - Method 2

01/27/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	68	138	96	366	291	159	290	1510	299	140	1227	33
Future Volume (vph)	68	138	96	366	291	159	290	1510	299	140	1227	33
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	5.0		4.5	5.0		4.5	6.0	6.0	4.5	6.0	6.0
Lane Util. Factor	1.00	1.00		1.00	1.00		1.00	0.95	1.00	1.00	0.95	1.00
Frpb, ped/bikes	1.00	0.99		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Flpb, ped/bikes	1.00	1.00		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	0.94		1.00	0.95		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1756		1752	1739		1770	3374	1538	1787	3374	1615
Flt Permitted	0.95	1.00		0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1756		1752	1739		1770	3374	1538	1787	3374	1615
Peak-hour factor, PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj. Flow (vph)	68	138	96	366	291	159	290	1510	299	140	1227	33
RTOR Reduction (vph)	0	17	0	0	13	0	0	0	174	0	0	22
Lane Group Flow (vph)	68	217	0	366	437	0	290	1510	125	140	1227	11
Confl. Peds. (#/hr)			1	1								
Heavy Vehicles (%)	2%	1%	1%	3%	1%	8%	2%	7%	5%	1%	7%	0%
Turn Type	Prot	NA		Prot	NA		Prot	NA	Prot	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6	6	5	2	
Permitted Phases												2
Actuated Green, G (s)	21.8	23.1		28.5	29.8		27.3	62.7	62.7	15.7	51.1	51.1
Effective Green, g (s)	21.8	23.1		28.5	29.8		27.3	62.7	62.7	15.7	51.1	51.1
Actuated g/C Ratio	0.15	0.15		0.19	0.20		0.18	0.42	0.42	0.10	0.34	0.34
Clearance Time (s)	4.5	5.0		4.5	5.0		4.5	6.0	6.0	4.5	6.0	6.0
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	257	270		332	345		322	1410	642	187	1149	550
v/s Ratio Prot	0.04	c0.12		0.21	c0.25		c0.16	c0.45	0.08	0.08	0.36	
v/s Ratio Perm												0.01
v/c Ratio	0.26	0.80		1.10	1.27		0.90	1.07	0.19	0.75	1.07	0.02
Uniform Delay, d1	57.0	61.3		60.8	60.1		60.0	43.6	27.7	65.2	49.5	32.8
Progression Factor	1.00	1.00		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	0.6	15.8		79.8	141.3		26.7	45.5	0.7	15.1	46.7	0.1
Delay (s)	57.5	77.0		140.5	201.4		86.7	89.1	28.3	80.3	96.1	32.9
Level of Service	E	E		F	F		F	F	C	F	F	C
Approach Delay (s)		72.6			174.1			80.1			93.1	
Approach LOS		E			F			F			F	
Intersection Summary												
HCM 2000 Control Delay			100.2				HCM 2000 Level of Service			F		
HCM 2000 Volume to Capacity ratio			1.07									
Actuated Cycle Length (s)			150.0				Sum of lost time (s)			20.0		
Intersection Capacity Utilization			100.7%				ICU Level of Service			G		
Analysis Period (min)			15									

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Method 3 Analysis Results

2040 Peak Hour
115: US-97 & SW Evergreen Ave

Future Build Conditions - Method 3

01/27/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	59	120	83	317	255	138	253	1275	260	122	1039	29
Future Volume (vph)	59	120	83	317	255	138	253	1275	260	122	1039	29
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	5.0		4.5	5.0		4.5	6.0	6.0	4.5	6.0	6.0
Lane Util. Factor	1.00	1.00		1.00	1.00		1.00	0.95	1.00	1.00	0.95	1.00
Frpb, ped/bikes	1.00	0.99		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Flpb, ped/bikes	1.00	1.00		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	0.94		1.00	0.95		1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1756		1752	1740		1770	3374	1538	1787	3374	1615
Flt Permitted	0.95	1.00		0.95	1.00		0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (perm)	1770	1756		1752	1740		1770	3374	1538	1787	3374	1615
Peak-hour factor, PHF	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj. Flow (vph)	59	120	83	317	255	138	253	1275	260	122	1039	29
RTOR Reduction (vph)	0	17	0	0	13	0	0	0	154	0	0	19
Lane Group Flow (vph)	59	186	0	317	380	0	253	1275	106	122	1039	10
Confl. Peds. (#/hr)			1	1								
Heavy Vehicles (%)	2%	1%	1%	3%	1%	8%	2%	7%	5%	1%	7%	0%
Turn Type	Prot	NA		Prot	NA		Prot	NA	Prot	Prot	NA	Perm
Protected Phases	3	8		7	4		1	6	6	5	2	
Permitted Phases												2
Actuated Green, G (s)	22.3	20.3		31.1	29.1		25.2	61.2	61.2	17.4	53.4	53.4
Effective Green, g (s)	22.3	20.3		31.1	29.1		25.2	61.2	61.2	17.4	53.4	53.4
Actuated g/C Ratio	0.15	0.14		0.21	0.19		0.17	0.41	0.41	0.12	0.36	0.36
Clearance Time (s)	4.5	5.0		4.5	5.0		4.5	6.0	6.0	4.5	6.0	6.0
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	263	237		363	337		297	1376	627	207	1201	574
v/s Ratio Prot	0.03	0.11		c0.18	c0.22		0.14	c0.38	0.07	0.07	c0.31	
v/s Ratio Perm												0.01
v/c Ratio	0.22	0.78		0.87	1.13		0.85	0.93	0.17	0.59	0.87	0.02
Uniform Delay, d1	56.2	62.7		57.5	60.5		60.6	42.3	28.2	62.9	44.9	31.3
Progression Factor	1.00	1.00		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	0.4	15.5		20.0	88.3		20.3	12.1	0.6	4.2	8.4	0.1
Delay (s)	56.7	78.2		77.6	148.7		80.9	54.4	28.8	67.2	53.4	31.4
Level of Service	E	E		E	F		F	D	C	E	D	C
Approach Delay (s)		73.3			117.0			54.4			54.3	
Approach LOS		E			F			D			D	
Intersection Summary												
HCM 2000 Control Delay			66.9			HCM 2000 Level of Service			E			
HCM 2000 Volume to Capacity ratio			0.98									
Actuated Cycle Length (s)			150.0			Sum of lost time (s)			20.0			
Intersection Capacity Utilization			89.1%			ICU Level of Service			E			
Analysis Period (min)			15									

c Critical Lane Group



US 97 ALTERNATIVE MOBILITY TARGETS

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REDMOND CITY COUNCIL
JUNE 22, 2021

SLIDE / 1



TOPICS



PART 1:
**INCLUSION OF
ALTERNATIVE
MOBILITY TARGETS
INTO TSP**



PART 2:
**INVESTMENT
STRATEGIES FOR
IMPROVING CIRCULATION
AND MOVEMENT IN
REDMOND**





PART 1

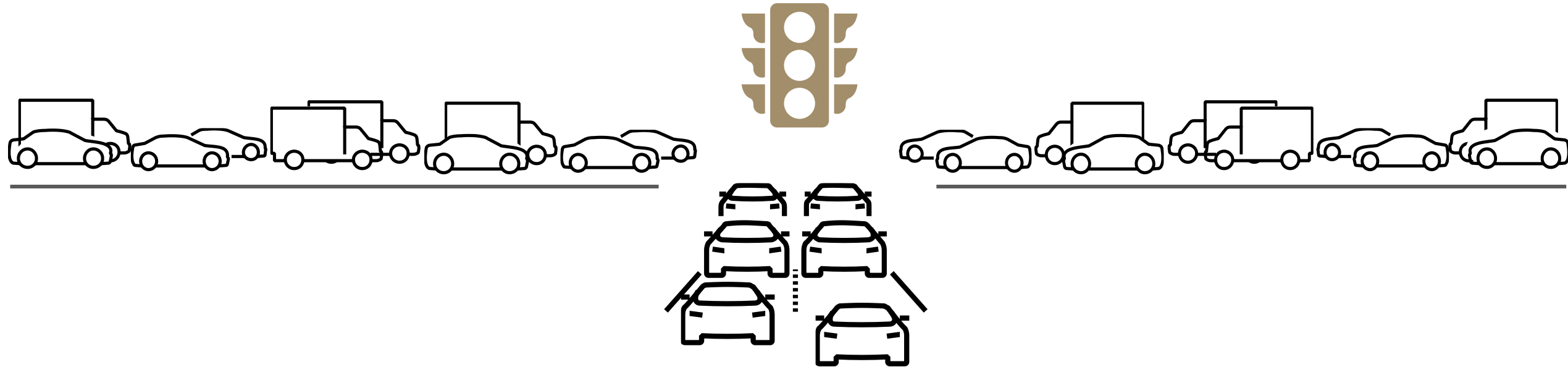


INCLUSION OF ALTERNATIVE MOBILITY TARGETS INTO TSP





WHAT ARE ALTERNATIVE MOBILITY TARGETS (AMTs) & WHY ARE THEY NECESSARY?



ALTERNATIVE MOBILITY TARGETS (AMT) - Are tools for adjusting roadway performance expectations to match realistic estimates of future roadway operations based on forecasted traffic volume growth and the fact that transportation infrastructure improvements are not reasonably likely.

Approval of the AMTs are necessary for the Oregon Transportation Commission to adopt and subsequently invest state resources in Redmond's Transportation System Plan (and the U.S. 97 Corridor Plan).



INTERSECTIONS REQUIRING AMTS

LOCATIONS WHICH EXCEED
ODOT'S MOBILITY TARGET OF
0.80 (80%) VOLUME-TO-
CAPACITY
RATIO OVER THE 20-YEAR
PLANNING HORIZON.



**US 97 NB & SB Ramp Terminals
/ Yew Ave.**



US 97/Quartz Ave.



US 97/SW Wickiup Ave.



US 97/SW Pumice Ave.



US 97/Odem Medo Way



US 97/SW Veteran's Way



**US 97/Reindeer
Avenue/Salmon Ave.**



US 97/SW Evergreen Ave.

US 97 Alternative Mobility Targets

Redmond City Council | *June 22, 2021*

Why Alternative Mobility Targets (AMT)?



The Transportation Planning Rule (TPR) requires Transportation System Plans (TSPs) to include an analysis of the capacity of existing and planned transportation facilities. It also requires that plans maintain mobility on state-owned facilities consistent with the performance standards established by ODOT.



ODOT's performance standards, or mobility targets, are specified in the Oregon Highway Plan (OHP), Policy 1F. Policy 1F acknowledges it may not be practical for all facilities to meet the prescribed targets and sets forth a methodology for establishing alternative targets.



The traffic operations analysis prepared for the Redmond TSP show that even when the priority projects and policies described in the plan are constructed and implemented there are several US 97 intersections on US 97 that will not meet the mobility targets contained in the Oregon Highway Plan.



The Redmond TSP, by inclusion of the US 97 Redmond South Corridor Facility Plan, recommends establishing alternative mobility targets.

Which Intersections Need AMTs

The following intersections exceed the ODOT's Mobility Target of 0.80 volume-to-capacity ratio over the 20-year planning horizon.



US 97 NB & SB Ramp Terminals
/ Yew Ave. - NB (1.01)



US 97/Quartz Ave.



US 97/SW Wickiup Ave.



US 97/SW Pumice Ave.



US 97/Odem Medo Way – (1.05)



US 97/SW Veteran's Way - (1.20)



US 97/Reindeer
Avenue/Salmon Ave.



US 97/SW Evergreen Ave.

What AMTs Don't Do

-  AMTs will not change the amount of people using the Highway.
-  AMTs will not change traffic patterns.
-  AMTs will not change congestion or delay.
-  AMT's will not impede planned development.

What AMTs Do

-  Adoption of AMTs will amend the State Highway Plan.
-  AMTs will establish a new baseline for ODOT investments.
-  AMTs will align how the City and ODOT analyze transportation systems.
-  ATMs will reduce the level of TPR mitigation paid by developers that impact the State Highway system.



QUESTIONS



PART 2



PART 2: INVESTMENT STRATEGIES FOR IMPROVING CIRCULATION AND MOVEMENT IN REDMOND





REDMOND'S TRANSPORTATION FUTURE

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REDMOND CITY COUNCIL
JUNE 22, 2021

SLIDE / 13



LONG TERM: CONGESTION REDUCTION OPTIONS/ CIRCULATION IMPROVEMENTS

SLIDE / 15

OVERPASS (\$10-\$20M)

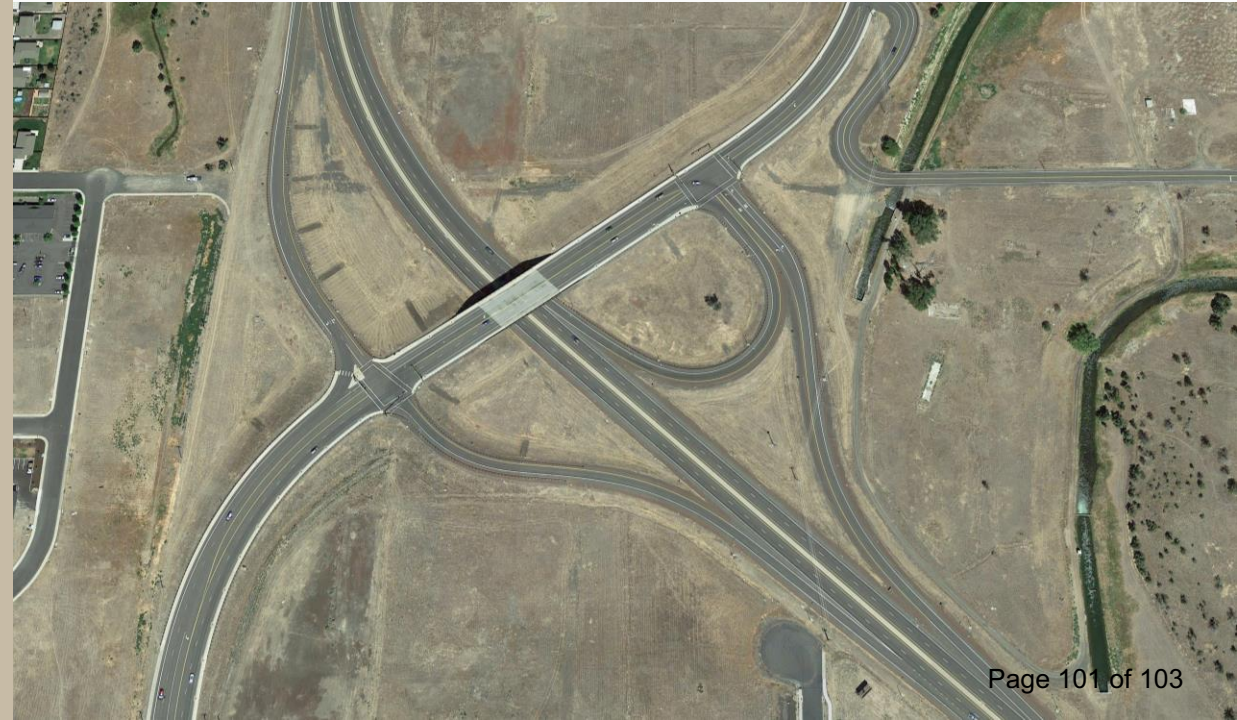
Existing overpass at US 97 & Maple Ave. Investments in overpasses provide solutions to address east/west traffic needs.

Grade separations are planned at the following locations:

- SW Elkhorn Ave.
- NW Upas Ave.
- O'Neil Junction
- Airport Way/BNSF RR (underpass)

HIGHWAY INTERCHANGE (\$20M+)

Interchange provides access to the highway. Do we need one Mid-town Quarry Ave? Cinder Butte?



To: Mayor and Council
From: Ed Fitch
Re: Council Comments - June 2021

In our regular agenda we have comments from citizens at both the beginning and end of our meetings. Council comments come only at the end and, after a long meeting, are sometimes muted or cut short because of the time. I suppose a councilor could make comments at the beginning of a meeting since councilors are citizens but what would make more sense is to have council comments as bookends as well.

Until then I will try to put my comments in writing as much as possible to save time. Here are a few.

1. S Highway 97

The plan approved to date has a huge price tag -\$70 million plus or minus (usually plus). If you observed the traffic on the Friday before Memorial Day you would have had a glimpse of what the daily traffic will be when Redmond approaches 50,000 and Bend 150,000. Traffic was backed up from Veterans way to Highland to the north and almost to Odem Medo on the south. There are certainly components of the plan that are absolutely necessary : sidewalks, additional traffic lights, median and turn arounds. These improvements will enhance safety and provide viable access to businesses. However, no matter how much money you pour into this corridor it will still end up as a slow moving 3rd street (as in Bend) for most of the day. That will impair both the roads function as a highway as well as deter people using it for business access. A more balanced approach would be to make those improvements described above but also a couple that with a companion effort to improve the reroute from Quarry to O'Neil junction to (1) allow S Highway 97 to function as a business corridor and (2) eventually create a beltway around Redmond from O'Neil to Quarry with Helmholtz on the west and Airport Way/9th street on the east which would eventually go around the fairgrounds on the east side.

2. Grade separated crossings

Many years ago our former public works director opined that Redmond should just abandon the east side of the town because of the crossing challenges with the highway and railroad tracks. Obviously we are not going to do that. That challenge, however, remains. The transportation plan does not provide for any grade separated crossings between Maple and Elkhorn. Even siting the police station had to take into consideration the lack of grade separated crossings. To me we need at least two crossings to connect the core of Redmond east and west. First, an above ground crossing at Antler to Black Butte although difficult is doable . A second under ground crossing at

Airport Way is physically possible. It would also make sense to see if an underpass at Quarry is physically doable. The distance is short but so are the distances at the underpasses in Bend for Franklin and Greenwood. Unless we look at those or other possibilities now, however, we will likely take steps that compromise that potential in the future (e.g. the round about on airport way)

3. Safety: Streets and Parks

Most of the older part of Redmond (Obsidian to Maple and the highway to the Dry Canyon) is a hodgepodge of some streets that have sidewalks and most that do not. In addition there are parked cars along most of these streets. Small children, the elderly and even those in wheel chairs are forced to walk in the streets. There is a way to solve this but it needs to first be discussed as a goal and then implemented over time.

As you know we have discussed the intersection of two major collectors through the dry canyon. The staff has recommended a walkway across Quartz which, in theory, could work. That theory, however, rests on the assumption people will act rationally at all times. That is just not realistic. The combination of absent minded children and impaired or distracted drivers happens whether we like it or not. If there is a way to minimize that scenario to the most reasonable extent possible I believe we should pursue that - that is do not create the problem by building a park on both sides of a major collector. If we are going to actively create substantial foot traffic across a major collector however, this is a choice that may come back to haunt us on two basis. First, it will impair the functionality of the only major street that goes all the way from the airport to Helmholtz. Second, and more importantly it sets up a condition that could lead to a tragic accident. There are other options. 1. Acquire land north of Quartz park and move those activities there (sell the land south of the road to help fund that) 2. Sell the land and use the funds to help fund an underpass at Black Butte - then people can traverse the canyon from one end to the other without ever having to cross a street.

It is time we think big long term instead of small or we will end up with a transportation system that will compromise liveability and, dare I say, be worse than Bend's.