



CITY OF REDMOND

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CITY COUNCIL

September 28, 2021

Virtual Meeting • www.redmondoregon.gov/CityCouncilLive

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

SEPTEMBER 28, 2021

REGULAR MEETING AGENDA

6:00 PM

Anyone wishing to address the Council should send a request via email to PublicTestimony@redmondoregon.gov no later than 4:00 p.m. on September 28. Information will be provided in order to participate in the meeting.

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Pastor Jim Holm, City Center Church

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS FROM CITIZENS AT THE MEETING

V. CONSENT AGENDA

- A. Minutes of September 14, 2021, Council Meeting
- B. Authorization to Purchase a 2021 Cat 306 CR Mini Hydraulic Excavator, Public Works Wastewater Division: \$86,127.13
- C. Authorization to Purchase a 2021 Kenworth Hook Lift Truck, Public Works Wastewater Division: \$216,941.
- D. Contract Award to Huber Technologies, Inc. for the Repair of the Water Pollution Control Facility Headworks Screen: \$75,453.15
- E. Authorize a Three-Year Service Agreement for Information Technology Services Phone System & Hardware - GoToConnect: \$155,499.56
- F. Grant acceptance from the Department of Land Conservation and Development: \$15,000 Planning Assistance Grant No. HA-23-165
- G. Oregon Department of Transportation High Visibility Overtime Enforcement Grant Acceptance: \$21,500.

VI. PRESENTATIONS

- A. Special Events Policy
- B. Fiscal Year 2020/21 - 4th Quarter Financial Report

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. Ordinance #2021-09 - An ordinance amending the Redmond City Code Chapter 5, adding a Safe Parking Program and Vehicle Camping section as a means to help address homelessness and declaring an emergency.

VIII. ACTION ITEMS

- A. Resolutions of the City of Redmond to make Budget Adjustments in Fiscal Year 2021/22 for the Allocation of American Rescue Plan Act (ARPA)
Resources: \$931,535.

IX. MAYOR'S COMMENTS

X. COUNCIL COMMENTS

XI. CITY MANAGER COMMENTS

XII. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

XIII. EXECUTIVE SESSION

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

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

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

XIV. MOTIONS AS A RESULT OF EXECUTIVE SESSION

XV. 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

REGULAR CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD SEPTEMBER 14, 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

No blessing was given.

PLEDGE OF ALLEGIANCE

Councilor Fitch led the Pledge of Allegiance.

COMMENTS FROM CITIZENS AT THE MEETING

There were no comments from citizens at the meeting.

CONSENT AGENDA

- A. Minutes of November 21, 2017, Council Meeting**
- B. Minutes of December 12, 2017, Council Meeting**
- C. Minutes of November 27, 2018, Council Meeting**
- D. Minutes of December 18, 2018, Council Meeting**
- E. Minutes of February 5, 2019, Joint Workshop with Juniper Golf Committee and Parks Committee**
- F. Minutes of October 27, 2020, Council Meeting**
- G. Minutes of November 24, 2020, Council Meeting**
- H. Minutes of August 31, 2021, Council Meeting**
- I. Amendment #3 to City Contract #2020-45 with DOWL LLC for the Maple Avenue Staircase Project (PK 2101): \$9,000**

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

PROCLAMATIONS

A. Constitution Week

Councilor Evelyn moved, seconded by Councilor Clark-Endicott, to approve the proclamation for Constitution Week, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

Mayor Endicott read the proclamation.

B. National Manufacturing Day

Redmond Economic Development, Inc. Senior Manager Jon Stark briefly described the 9th Annual Made in Redmond Tour, scheduled for October 1. The tour will highlight i3D Manufacturing, Rhino Skin Solutions, and VocalBooth and feature a video tour of their facilities.

Councilor Clark-Endicott moved, seconded by Councilor Patrick, to approve the proclamation declaring the first Friday in October as National Manufacturing Day, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

Councilor Fitch read the proclamation.

PRESENTATIONS

A. Future Agenda Topics

Councilor Fitch presented his proposed topic on water rights for the future. This would include reviewing the citywide conservation program, development code amendments allowing low water maintenance landscaping, and encouraging citizens to install low maintenance water landscaping. Public Works Director Bill Duerden explained the City has enough mitigation credits to mitigate ground water out to the projected population growth through 2050. He said they are in the process of gathering additional mitigation credits that will take the City beyond the 2050 timeframe. Mr. Duerden said that the topics raised by Councilor Fitch are important and a presentation by staff could address some of those issues.

The majority of the Council was open to a work session on the topic.

BID AWARDS/BID REJECTIONS

A. Contract Award to Sunlight Solar Energy, Inc for the Senior Center Solar Project (SC2101): \$119,800

PFC Operations and Maintenance Manager Dusty Hood requested approval of a bid award to Sunlight Solar Energy, Inc. for the Senior Center solar project. Staff received one proposal in response to a formal Invitation to Bid. After reviewing the bid, Sunlight Solar Energy, Inc was deemed a responsible bidder with a bid of \$119,800; the Engineer's estimate of costs was \$150,000. A Blue Sky grant from Pacific Power will cover \$100,000 of the costs. The project will begin in the fall with completion in spring 2022.

Councilor Clark-Endicott moved, seconded by Councilor Evelyn, to award the Senior Center Solar Project to Sunlight Solar Energy, Inc in the amount of \$119,800.00 and authorize the City Manager to execute the contract, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

PUBLIC HEARING

A. Resolutions of the City of Redmond to make Budget Adjustments in Fiscal Year 2021/22 for the Allocation of American Rescue Plan Act (ARPA) Resources: \$2,631,535.

Mayor Endicott explained that at the last meeting, the Council requested: 1) additional presentations on how the requested funding for the homeless initiatives will be spent and 2) the Mayor and City Manager Keith Witcosky meet with Deschutes County staff to discuss having them funding all of these projects.

Mayor Endicott opened the public hearing.

Chief Financial Officer Jason Neff stated this is a continuation of deliberations regarding the use of ARPA funds. He said that the requests before the Council amount to \$2.6 million, leaving \$300,000 to be discussed at a future date. Mr. Neff explained the budget adjustment for Resolution #2021-25 would direct \$2 million of ARPA funds to the Public Safety Facility, Resolution #2021-26 would direct \$450,000 to Bethlehem Inn as a contribution to the creation of a commercial kitchen for their new Redmond site, and Resolution #2021-27 would direct \$182,000 to Oasis Village.

Bethlehem Inn Executive Director Gwenn Wysling provided the Council with a presentation in which she addressed the 13 percent increase in homelessness since 2020, the services provided by Bethlehem Inn, the project budget including revenue and expenses, renderings of the new facility, and floorplan of the

proposed renovations. She stated that winter is coming soon and time is of the essence so that they can be prepared to open. Ms. Wysling asked for the Council's support for this project.

Leanne Latteral spoke in support of Bethlehem Inn by telling the story of how they partnered with Mountain Star Relief Nursery and other agencies to provide services to a vulnerable family in need of temporary housing. Because of these combined efforts, this family was ultimately able to move to long term housing which provided stable housing for the parents and their two young children.

Oasis Village representative Bob Bohac provided a presentation describing Oasis Village which is planned to be a low barrier, temporary, village-style shelter. The 10-12 tiny bedrooms will be 90-120 square feet (sf). Portable restrooms, showers, kitchen, dining areas, internet, and mailboxes will be provided, and the site will be fenced and gated for security and privacy purposes. Residents will be allowed to bring their pets, park their recreational vehicles (RV) if they are unwilling to leave them behind, and will be required to work on a plan to move toward stable housing. The time limit for a resident will be 6 months to 2 years, depending upon their progress toward their goals. Alcohol and drugs will be prohibited on site. Initially, no children will be allowed, and each bedroom will house one adult or an adult couple. Social services and case management will also be provided. The expectation is that the Village will open in summer or fall of 2022. Mr. Bohac presented a pro forma budget overview and listed various community partners already on board with this project.

In response to questions from Councilor Fitch, Mr. Bohac stated they have been in conversation with the County about possible location sites, and there are two County-owned properties within the City limits that are currently under discussion.

Rogue Retreat Development Director Matt Vorderstrasse introduced City of Medford Deputy City Manager Kelly Madding, Medford Police Officer Randy Jewell, Medford City Councilor Kevin Stine, and Rogue Retreat Community Education and Training Manager Susan Szczesniak. Mr. Vorderstrasse described the work of Rogue Retreat which is located in Medford, Oregon. Rogue Retreat provides a tiered system of shelter and housing beginning with an urban campground and providing services all the way up the continuum to affordable housing. Annual operating costs, revenue, and sustainability were addressed. Collaboration is key to Rogue Retreat, and various groups in Medford and Southern Oregon have banded together to support this project. Ms. Madding commented that while the City of Medford was initially skeptical, there have been virtually no significant problems or issues at Hope Village. She referenced the partnership that the City of Medford has with Rogue Retreat and the multiple service providers involved in the project. Councilor Stine opined that Rogue Retreat works and that the Medford City Council are getting no negative calls or emails about Hope Village. Officer Jewell has been with the Livability Team in Medford for 2.5 years and confirmed the Police Department has had minimal calls to Hope Village and only a handful were regarding things of a criminal nature.

Oasis Village Fund Developer Don Senecal explained the 6-year budget he submitted to the Council in response to their questions about the sustainability of Oasis Village and elaborated on various funding sources and supporters.

In response to questions from Councilor Clark-Endicott Mr. Vorderstrasse said that the City of Medford provided the land for Hope Village and Ms. Madding explained the particulars of the lease. Mayor Endicott asked whether Rogue Retreat has RV storage like that proposed for Oasis Village. Mr. Vorderstrasse indicated they do not have experience managing RVs but are getting more into it. Mayor Endicott asked how many people in the Medford area choose not to stay at Rogue Retreat. Mr. Vorderstrasse said that the people who live at Rogue Retreat tend to be ready to move from their previous situations to more stable housing with the security of having a locking door. Mayor Endicott inquired why Oasis Village plans to allow the RV storage but not allow anyone to live in them. In response, Mr. Bohac explained that, based on experience, people who have lived in RVs are hesitant to give them up completely until they are sure they have somewhere else to live. In addition, the RVs contain the last of owner's valuable possessions, and they want their possessions there with them.

Pastor Rick Russell addressed the Council regarding a joint letter of support for the Oasis Village project which was signed by nine clergy members and their congregations. He noted that these nine congregations agree that this is worthy of City investment. Pastor Russell explained how someone becomes homeless in Redmond by describing a woman whose rental caught fire and who must now move. This woman cannot find another rental at the current rate she is paying, and her plan is to live in an RV so that her child can continue in the same school. Pastor Russell pointed out that there are a lot of partners coming to the table to make the Oasis Project happen, and he requested the City partner with the rest of them by providing ARPA funds. He said they are not asking the City to do everything, but they are asking the City to do something.

Richard Lance voiced support of Bethlehem Inn as well as Oasis Village and Shepherd's House. He pointed out the area on NE 17th Street where the RVs are currently parked and commented on the City's desire to move forward with developing that area for businesses. Mr. Lance spoke to the value of Oasis Village a low barrier option, adding that it provides personal space for residents as well as storage for their RVs. He said the Council has a unique opportunity to provide some start-up funding to Oasis Village, and requested that the Council do so.

Mayor Endicott introduced Teresa Hogue, speaking on behalf of the Redmond Senior Center, in regard to the Budget Adjustment and use of ARPA funds. Ms. Hogue introduced Senior Center Board Directors Jo Anne Sutherland and Paul Rodby who requested \$250,000 in ARPA funds for a commercial kitchen. Mr. Rodby described the need for updating the kitchen and equipment and explained they have had no funds for maintenance. Mayor Endicott asked if some of the homeless persons are eligible for Meals on Wheels, to which Ms. Hogue stated that some are already receiving meals.

Jordan Portier requested the Council designate ARPA funds to support the homeless initiatives and discussed the benefit of these projects to vulnerable citizens of Redmond.

Liz Goodrich expressed concern that the subject seems to be pitting the needs of seniors against the needs of the homeless population and said is discouraged by that. She spoke about personally assisting in serving meals to houseless persons every Sunday for many months but stated that this does not meet the many needs of those camping there. Ms. Goodrich asked the Council to fund the Bethlehem Inn and Oasis Village projects to better meet the needs of houseless neighbors.

Stephanie Hunter stated that she has also been a part of the group addressing needs of those camping at NE 17th Street. She addressed the sustainability of the Bethlehem Inn and Oasis Village projects and urged the Council to designate ARPA funds in support of those initiatives.

Gloria Olson requested that the Council designate ARPA funds for the homeless initiatives and said that her value is "people first" and urged Council to take action to help these vulnerable citizens.

Jon Riggs referenced his previous work in Redmond as a drug and alcohol counselor and how he saw houseless clients go back into traumatic living situations which made recovery challenging. He opined there is "no hope for change" unless houseless persons have a place to live, a guarantee of meals, and the assurance that their property will not be stolen when they go to work. Mr. Riggs urged the Council to use ARPA funds to support the homeless initiatives.

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

Councilor Clark-Endicott moved, seconded by Councilor Patrick, to adopt Res. #2021-25 deploying ARPA funds by investing \$2 million in the Public Safety Facility project.

Councilor Fitch addressed whether it would be appropriate to defer action on these resolutions to see if the County will contribute funding to any or all of them.

Mayor Endicott shared that he and Mr. Witcosky met with Deschutes County on September 10. While the discussion did not include funding for the Public Safety Facility it did include funding for the two homeless initiatives which he will recommend they be deferred pending their decision.

Councilor Fitch stated he does not see the purpose of deferring the two resolutions and spoke to the urgency of having Bethlehem up and running prior to winter weather.

Councilor Clark-Endicott stated that Resolution #2021-25 addresses the expenditure of funds for the Public Safety Facility and staff have indicated that the money is needed now for the land purchase. She called the question.

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

Mayor Endicott addressed Resolution #2021-26 and again reported on the meeting with the County about their contribution of additional funds to Bethlehem Inn. He said that Deschutes County Commission Chair Tony DeBone indicated he would take the matter to the other Commissioners in the near future. Mayor Endicott asked the Council to defer this Resolution until the County has made a decision.

Councilor Fitch expressed concern and reminded the Council that Ms. Wysling stated Bethlehem Inn is in need of a commitment now. He spoke against deferring Resolution #2021-26 but if that is the outcome, he recommended having a special Council meeting next week and asking the County to make a decision made by that time.

Councilor Bullock spoke in opposition of a postponement adding the Council has the information needed to support Bethlehem Inn.

Councilor Clark-Endicott supported postponing action based on the presentations made tonight. She heard the presentation by the Senior Center at the recent Redmond Executive Association meeting and based on the presentation, she does not think Council has fully investigated all the needs of those negatively impacted by the pandemic.

Councilor Evelyn voiced opposition to deferring action on Resolution #2021-26 adding that the homeless are Redmond citizens.

Mr. Witcosky opined Deschutes County should have a decision by the end of September.

In response to questions from Councilor Bullock on the ARPA recommendation process, Mayor Endicott stated he thinks the process worked and that initially all three members (Councilor Clark-Endicott, Councilor Fitch, and Councilor Wedding) recommended using the entire \$3 million for the Public Safety Facility; however, Councilor Fitch changed his mind.

Councilor Fitch disagreed with Mayor Endicott's statement noting he was always in favor of including the homeless projects. He asked Captain Devin Lewis whether the homeless projects will help the police be more effective in their work. Councilor Fitch addressed Councilor Clark-Endicott's previous statements that providing services for the homeless is not a City responsibility and opined that by not addressing and funding the two homeless projects there will be consequences that affect the community.

Captain Lewis explained the Police Department does receive calls regarding houseless persons. He also alluded to his years working at the Bend Police Department and their partnership with Bethlehem Inn.

Councilor Clark-Endicott clarified that there was not agreement among the subcommittee to recommend the use of \$2 million for the Public Safety Facility and the rest for homeless projects. She said that only

Councilor Fitch favored using ARPA funds for homeless projects and that she and Councilor Wedding both supported using all the funds in this allotment for the Public Safety Facility.

Mayor Endicott recommended deferring action on this Resolution.

Councilor Fitch moved, seconded by Councilor Bullock, to approve the Resolution #2021-26 for the allocation of the budget investment for \$450,000 to the Bethlehem Inn. (No vote was taken)

Mayor Endicott stated again that he recommends deferring action on this Resolution.

Councilor Clark-Endicott moved, seconded by Councilor Wedding, to table Res. #2021-26, motion passed. (Bullock-no, Clark-Endicott-yes, Endicott-yes, Evelyn-no, Fitch-no, Patrick-yes, Wedding-yes)

Councilor Bullock moved, seconded by Councilor Fitch, to approve Resolution #2021-27. (No vote was taken)

Councilor Clark-Endicott moved, seconded by Councilor Patrick, to table Res. #2021-27, motion passed. (Bullock-no, Clark-Endicott-yes, Endicott-yes, Evelyn-no, Fitch-no, Patrick-yes, Wedding-yes)

Mayor Endicott reported that during the meeting with Deschutes County, Chair DeBone expressed concern about the Oasis Village project's need for funding which has not yet been secured.

Councilor Fitch recommended a joint meeting between the Council and the Deschutes County Commissioners take place by the end of September. Mayor Endicott said he requested a meeting but Chair DeBone did not think it was necessary because the Commissioners would discuss the issue and vote. They will notify the Council after their decision has been made.

B. Ordinance #2021-08: An ordinance approving a Master Development Plan, Tentative Subdivision, and a Minor Variance compliant with the 2040 Greater Redmond Area Comprehensive Plan and Zone Map. (Korbin Meadows)

Mayor Endicott opened the public hearing.

Senior Planner Kyle Roberts provided the Council with a presentation on Ordinance #2021-08 which would approve a Master Plan of 9.47 acres located at 3648 SW Helmholtz Way. The proposal is for 31 single family lots zoned R-2, more than 20,000 sf of open space with benches and landscaping and a multi-use canal trail. Mr. Roberts described the purpose of a Master Development Plan, the review criteria including the Great Neighborhood Principles, the integrated design elements, canal trails, and trail identification signs. Mr. Roberts reviewed the request for a minor variance allowing 14 lots to be less than the minimum lot size of 9,000 sf in the R-2 zone. This equates to a 22 percent variance which is under the maximum of 25 percent. This variance would also allow the developer to meet the density requirement of 4 dwelling units per net acre. The Urban Area Planning Commission (UAPC) held a public hearing and recommend approving the master plan and minor variance. Mr. Roberts address public comments received then reviewed the conditions of approval. Questions from the Council centered on whether any missing middle housing would be required, the process of annexation, any decisions regarding 48th Street, visibility at the Zenith Avenue intersection, any differences in this proposed Master Plan and that of nearby Josie Meadows or other surrounding developments, whether the developer could have asked for a variance on the required dwelling units per acre instead of a variance on the minimum lot size, and why one person on the UAPC voted against this request.

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

Councilor Clark-Endicott moved, seconded by Councilor Patrick, to have a first and second reading of Ordinance #2021-08 by title only, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

City Attorney Keith Leitz read the first and second reading of Ordinance #2021-08 by title only.

Councilor Clark-Endicott moved, seconded by Councilor Fitch, to approve Ordinance #2021-08, motion passed. (ROLL CALL: Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

ACTION ITEMS

A. Res. #2021-21 - A resolution declaring certain territory as being annexed to and incorporated within the City of Redmond.

Mr. Roberts referred to Council's previous action to approve Ordinance #2021-08 and the condition set forth that the land be annexed into the City. He explained that this Resolution represents the formal approval of the annexation of that property. Mr. Roberts requested approval of Resolution #2021-21.

Councilor Wedding moved, seconded by Councilor Fitch, to approve Res. #2021-21, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

B. Investment Policy Re-Approval

Mr. Neff explained that this action item calls for the Council to re-approve the investment policy, which is required to be done on an annual basis. He explained that approximately ten years ago the City took this policy to the Oregon Short-term Investment Board based on the City's desire to invest for periods longer than 18 months. The Board approved the policy, but ORS requires that it be re-approved each year by the Council. Mr. Neff said that the policy has been reviewed but no changes are requested this year.

Councilor Clark-Endicott moved, seconded by Councilor Fitch, to re-approve the City of Redmond investment policy FIN 111 - Investments, motion passed. (Bullock-yes, Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes)

MAYOR'S COMMENTS

Mayor Endicott stated that the next Council meeting will be on September 28, and he will anxiously await any comments back from the County Commissioners. He said that he will do his best to recognize Councilors who have their microphones turned on and asked the Council to wait to be recognized before speaking.

COUNCIL COMMENTS

Councilor Clark-Endicott shared that UAPC member Mike Kusinska attended his last meeting because he is moving out of state. She acknowledged him and thanked him for his work on the UAPC.

Councilor Evelyn thanked everyone who give presentations again on the homeless initiatives. He opined the City needs to address this important issue. He reiterated that homeless persons are citizens of Redmond.

Councilor Fitch recommended allocating \$250,000 of the ARPA funds at the next Council meeting for capital improvements at the Senior Center. He recommended using the remaining \$31,000 for the REACH program to help with the Safe Parking project.

In response to Mayor Endicott, Mr. Leitz stated these resolutions can be brought back at the next meeting. Councilor Clark-Endicott asked for each item to be in a separate resolution. Mr. Witcosky

asked for clarification on the amount of money for the REACH project; Councilor Fitch indicated \$50,000. Councilor Clark-Endicott opined it is premature to go forward with any homeless funding until Council hears from Deschutes County. She spoke in favor of funding the requests for the Senior Center because it is City property and therefore it is the City's responsibility. Mayor Endicott stated that Council has formally approved supporting REACH unlike the other homeless projects. Councilor Bullock asked for a full break-down of expected expenses at the Senior Center as a pre-requisite to consider allocating funds for the project such as was required of the homeless initiatives. Councilor Fitch advocated for proceeding with the rough estimate of \$250,000 because determining more precise dollar amounts will be an involved process that has not yet started. Mayor Endicott directed staff to prepare a resolution for the Senior Center kitchen needs and to reach out to the Safe Parking project to get an accurate number from them.

Councilor Patrick referred to newspaper and television news accounts that the Council reversed course in allocating ARPA funds. He opined the accounts are false because the Council has not reversed anything. He addressed vaccination mandates and elaborated on his opposition to these mandates as he envisions them negatively impacting the health system and public education.

CITY MANAGER COMMENTS

City Manager Keith Witcosky stated that air travel is starting to be impacted again by the pandemic and that Redmond, like other airports, will be seeing fewer flights and fewer destinations through the end of 2021. The ice rink will be opened this winter with limited capacity. Mr. Witcosky reported that news will be forthcoming at the end of the week regarding the Police Chief recruitment. He said that there will be an online meet-and-greet next Tuesday from 4:30 p.m. to 5:30 p.m. with the finalist.

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 9:33 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 28th day of September 2021.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



CITY OF REDMOND

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STAFF REPORT

DATE: September 28, 2021
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Ryan Kirchner, Wastewater Division Manager
SUBJECT: Authorization to Purchase a 2021 Cat 306 CR Mini Hydraulic Excavator, Public Works Wastewater Division: \$86,127.13

Addresses Council Goal:

1. Sustain Operations - Provide or enhance current levels of operations in all facets of municipal service delivery.

Report in Brief:

This item requests City Council authorize the purchase of a 2021 Cat 306 CR Mini Hydraulic Excavator for \$86,127.13 from Peterson Caterpillar Inc. for the Wastewater Division.

Background:

The Public Works Wastewater Division operates and maintains the City's 194 miles of pipes/lines related to safely conveying, treating, and discharging wastewater and stormwater. A mini-excavator is an important piece of equipment that is routinely used to perform emergency and preventative repairs.

The Wastewater Division currently has one backhoe to complete this kind of work. Backhoes require a larger footprint to work in and disturb more ground in sensitive areas. The addition of a mini-excavator will improve the division's ability to make repairs in areas that have limited access or mobility, such as alleys, high-density locations, and smaller footprint job sites. The addition of the mini-excavator also allows crews to work concurrently on multiple job sites.

The manufacturer, Peterson Cat, is a west coast company with locations in Washington, Oregon, and California.

Discussion:

Staff researched a suitable mini-excavator and concluded a 2021 model of the Cat 306 CR Mini Hydraulic Excavator best met the criteria for performance and fleet compatibility.

Informal quotes were obtained and it was determined that the lowest cost to purchase the mini excavator was through Sourcewell Contract #032119 CAT, Caterpillar Inc.

The Sourcewell Cooperative Purchase Agreement allows the City to purchase the mini-excavator at 20 percent below retail price.

Fiscal Impact:

The Fiscal Year (FY) 2021/22 budget includes \$70,000 for the mini excavator within the Wastewater Fund - Capital Vehicle & Equipment Sub-Fund, 53263-01-000-07-00-04, and \$30,000 within the Stormwater Fund – Capital Vehicle and Equipment Sub-Fund, 53063-01-000-07-00-04.

The difference between the budgeted (\$100,000) and the actual (\$86,127.13) amounts will be retained in the Wastewater and Stormwater Funds for vehicle and equipment procurements. Delivery of the mini-excavator is expected to occur within FY 2021/22.

Alternative Courses of Action:

1. Authorize the purchase.
2. Do not authorize the purchase.
3. Take no action and request additional information.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to purchase the 2021 Cat 306 CR Mini Hydraulic Excavator from Peterson Caterpillar Inc. in the amount of \$86,127.13."



PETERSON MACHINERY CO. 5450 NE Five Oaks Dr. Hillsboro, Oregon 97124 Tel: (503) 288-6411 Fax: (510) 352-4570

PURCHASER <u>CITY OF REDMOND</u>			
STREET ADDRESS <u>411 SW 9TH STREET</u>		<SAME>	
CITY/STATE <u>REDMOND, OR</u>	COUNTY <u>DESCHUTES</u>		
POSTAL CODE <u>97756</u>	PHONE NO. <u>541 923 7733</u>		
EQUIPMENT _____ - PHONE NO. _____			
PRODUCT SUPPORT _____ - PHONE NO. _____			
INDUSTRY CODE: <u>GOVERNMENT LOCAL GOVERNMENT(844)</u> PRINCIPAL WORK CODE _____		F.O.B. AT: <u>Redmond</u>	
CUSTOMER NUMBER <u>1046950</u>	Sales Tax Exemption # (if applicable) <u>N/A</u>	CUSTOMER PO NUMBER _____	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE ☐	NET ON CAT CARD ☐	FINANCIAL SERVICES ☐	Cat Fi ISC ☐ LEASE ☐
CASH WITH ORDER <u>\$0.00</u>	BALANCE TO FINANCE <u>\$0.00</u>	INTEREST RATE <u>0</u>	
PAYMENT PERIOD _____	PAYMENT AMOUNT <u>0.00</u>	NUMBER OF PAYMENTS <u>0</u>	OPTIONAL BUY-OUT <u>\$0.00</u>
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: TBA		MODEL: 306	
STOCK NUMBER: TBA		YEAR: TBA	
SERIAL NUMBER: TBA			
306 07A CR MHE DCA4C	601-3839	532-8634 LINES, AUX, QC, LONG STK	541-4573 TRAVEL PEDALS
INCLUDES:		532-8607 CONTROL, QUICK COUPLER	535-8483 INSTRUCTIONS, ANSI
523-7568 306 07A CR MINI EXCAVATOR		538-2663 NO EXTRA COUNTERWEIGHT	552-5984 FILM, CANADA
522-6505 CAMERA, REAR VIEW		382-8757 DRAIN, ECOLOGY	555-8731 FILM, COUPLER, ISO
523-8003 ELECTRICAL ARR, C2.4T HRC		510-6085 BELT, SEAT, 3" RETRACTABLE	NOTE: 306CR angle blade cab model
523-7593 ENGINE, EPA TIER 4 FINAL		511-6170 ALARM, TRAVEL	THUMB, HYD + COUPLER, PG, HYD, 5T
579-2605 BLADE, ANGLE, BOCE		522-6498 LIGHTS, STANDARD	575-0492
527-2800 TRACK, 400MM(16"), RUBBER BELT		511-6219 RADIO	0P-9002
579-2627 STICK, LONG, ANG BLD		557-5067 PRODUCT LINK, CELLULAR PL243	" HD Bucket
569-7627 SEAT, MECH SUSP, FABRIC, CAB		566-0462 HEATER, WATER JACKET	" Grading Bucket
522-6460 CAT KEY, WITH PASSCODE OPTION		538-2697 LINKAGE, BUCKET W/ LIFTING EYE	Pins
557-5068 MONITOR NEXT GEN, CAMERA READY		557-1709 SOFTWARE, PROPORTIONAL CONTROL	
523-7583 BOOM, SWING		557-1710 SOFTWARE, STICK STEER CONTROL	
532-7892 LINES, BOOM		557-1711 KIT, 2 WAY CONTROL	
532-7890 LINES, STICK		557-1713 SOFTWARE, CODED START	
TRADE-IN EQUIPMENT			
MODEL: _____	YEAR: _____	SN: _____	SELL PRICE <u>\$111,696.04</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SOURCEWELL COOP CONTRACT DISCOUNT 20% OFF LIST <u>(\$22,339.21)</u>
MODEL: _____	YEAR: _____	SN: _____	PETERSON ADDED DISCOUNT 4% OFF LIST <u>(\$4,467.84)</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE <u>\$85,638.99</u>
MODEL: _____	YEAR: _____	SN: _____	PDI AND SETUP <u>\$750.00</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SALES TAX (0.57%) <u>\$488.14</u>
MODEL: _____	YEAR: _____	SN: _____	AFTER TAX BALANCE <u>\$86,127.13</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY		☐ USED EQUIPMENT WARRANTY	
CATERPILLAR EQUIPMENT WARRANTY It is understood that no other warranties of any kind, whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are or have been made or authorized by PETERSON with respect to any machinery, EQUIPMENT or other products described herein unless endorsed herein and signed by the parties hereto. No adjustments, repairs or replacements of any items sold hereunder, or assistance given by seller to buyer in connection with same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty. Below lists Warranty applicable for Sold EQUIPMENT including expiration date. Warranty applicable including expiration date where necessary: <u>24 Months, 2000 Hours</u>		All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: _____ _____ _____	
CSA: _____			
NOTES: _____			

ADDITIONAL TERMS: THE UNDERSIGNED PURCHASER (IF MORE THAN ONE, JOINTLY AND SEVERALLY) HAVING BEEN QUOTED BOTH A TIME AND A CASH PRICE, HEREBY PURCHASES AND UNDERSIGNED SELLER HEREBY SELLS, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES HEREOF, THE ABOVE DESCRIBED EQUIPMENT, HEREIN FURTHER CALLED THE COLLATERAL. THE TERMS AND CONDITIONS HEREIN SET FORTH INCLUDING ALL TERMS AND CONDITIONS SET FORTH ON THE BACK HEREOF WHICH ARE HEREBY INCORPORATED HEREIN, ARE AGREED TO BY PURCHASER AND SELLER AND PURCHASER ACKNOWLEDGES THAT HE HAS FULLY READ THIS AGREEMENT, BOTH FRONT AND BACK PAGES, AND ASSENTS TO ALL OF ITS TERMS AND CONDITIONS

ORDER RECEIVED BY Shane Meyer REPRESENTATIVE PETERSON PURCHASER CITY OF REDMOND

APPROVED AND ACCEPTED ON _____

BY _____ SIGNATURE _____

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TERMS AND CONDITIONS

1. The seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, epidemic, pandemic or other natural disasters, government action or any other causes beyond the control of the seller or otherwise affecting the supply chain, whether the same as or different from the matters and things hereinbefore specifically enumerated; and any of said causes shall absolutely absolve the seller from any liability to the purchaser under the terms hereof.

This order when accepted by seller shall be further subject to such changes in price, terms, delivery date, delivery priorities, and other conditions varying from the terms hereof as may be current when the within ordered machinery, equipment, attachments, and parts are ready for delivery. Purchaser shall be responsible for payment of all applicable fees, taxes and charges arising from or related to the purchase and sale of the equipment and goods described on the reverse side hereof, including, without limitation, any and all sales tax, use tax, surcharges, pass through charges (including state corporate activity taxes), environmental fees and service fees, along with any interest, finance charges or administrative fees that may accrue if and as a result of purchaser's failure to timely and/or properly pay amounts owing from purchaser when due.
3. It is understood and agreed that title to and right of possession of said equipment shall remain vested in seller until obligations of purchaser hereunder and payment of all other sums which may be due or are to become due from purchase to seller, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the purchaser.
4. The seller's responsibility for shipments ceases upon delivery to a transportation company; and any claims for shortages, delays, or damages occurring thereafter shall be made by the purchaser directly to the transportation company. Any claims against the seller for shortages in shipments shall be made within fifteen days after receipt of shipment.
5. The purchaser agrees that this order shall not be countermanded by purchaser, that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale as above specified), it will cover all agreements between the parties relative to this transaction, and that the seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.
6. When the machines necessary to fill this order are available, the purchaser agrees on demand to execute and deliver to the seller such notes and contracts as may be required by the seller to evidence the transaction. In the event that the purchaser fails to execute and deliver said notes and contracts to the seller, the entire balance of the purchase price shall at the seller's option become immediately due and payable.
7. EQUIPMENT MANAGEMENT ELECTRONIC DATA / PRIVACY NOTICE. For EQUIPMENT equipped with Product Link™ and Vision Link™, CUSTOMER understands that data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates ("Caterpillar"), and or its dealers to better serve CUSTOMER and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure as Caterpillar recognizes and respects CUSTOMER's privacy. Information regarding Caterpillar's data governance and the remote services that may be a part of the EQUIPMENT, can be found at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html> and https://www.cat.com/en_US/support/technologysolutionsnew/remoteservicesprocess.html as applicable, or by contacting Caterpillar at CatConnectSupport@cat.com. CUSTOMER acknowledges, understands and agrees that any questions or requests for information regarding ongoing collection of data and information by Caterpillar or its participation in Caterpillar Remote Services, including any questions or requests to opt out of such processes or programs should be directed to Caterpillar at the email listed above. By executing this Agreement, CUSTOMER understands these disclosures and agrees to allow this data to be accessed by Caterpillar and/or its dealers.
8. The seller shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise, suffered or sustained in the operation of any machinery or equipment, the subject of this order, nor for any damages alleged to result to purchaser by reason of any delays or alleged failure of said machinery or equipment to operate.
9. The purchaser agrees that damages arising from failure to consummate the sale contemplated by this agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges, and related expenses that may be incurred by the seller to hold, store, and maintain the equipment until a sale can be made.
10. Purchaser and seller agree that in the event it becomes necessary to undertake legal action to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. "It is agreed by and between the customer and Peterson that all disputes and matters whatsoever arising under, in connection, or incident to this agreement shall be litigated, if at all, in or before a Court located in the State of incorporation of the seller to the exclusion of the Courts of any other state or country."
11. Should this order pertain to any used machinery or equipment, the following additional terms shall apply:
 - (a) Seller makes no representation as to the quality or functionality of such used machinery and equipment which is being sold "AS-IS".
 - (b) Seller makes no recommendations as to the use of equipment by Buyer.
 - (c) Buyer agrees that all equipment is purchased solely at risk of Buyer.
 - (d) Buyer hereby releases, discharges, and covenants not to sue Seller and will hold Seller free and harmless from all liability, claims, demands, losses, damages and costs ("claims") caused or alleged to be caused in whole or in part by the equipment purchased. Buyer further agrees that if any claim is made against Seller, Buyer will defend, indemnify, save, and hold harmless Seller from any and all loss, liability, damages, or costs which may be incurred as the result of such claim(s).



Cat® 306 CR

MINI HYDRAULIC EXCAVATOR

FEATURES:

The Cat® 306 CR Mini Excavator delivers maximum power and performance in a mini size to help you work in a wide range of applications.

ALL DAY COMFORT

- Your choice of a canopy or a sealed and pressurized cab is equipped with an improved air conditioning system, adjustable wrist rests and a suspension seat to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation Monitor provides customizable machine operator preferences and easy to read machine information.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls with a push of a button. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A MINI DESIGN

- Increased lifting, swinging, travel and multi-functioning performance help you get the job done more efficiently.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat Mini Excavator is designed to help keep you safe on the job. An optional back-up camera, courtesy work lights and a fluorescent retractable seat belt are just a few of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat Mini Excavator. Routine check points are easy to access at ground level with grouped service points and robust service panels.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat Mini Excavator was designed with reducing your operating costs in mind.

CHOICES

- Configure the machine to meet your specific application needs with a straight blade, angle blade, or Extra Tool Carrier (XTC).

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.

Specifications

Engine

Engine Model	Cat C2.4 Turbo	
Rated Net Power @ 2,200 rpm		
U.S. EPA Tier 4 Final/EU Stage V	41.7 kW	55.9 hp
ISO 9249/EEC 80/1269		
Gross Power		
ISO 14396	43.2 kW	57.9 hp
Bore	87 mm	3.4 in
Stroke	102.4 mm	4 in
Displacement	2.43 L	148 in ³

Weights

Minimum Operating Weight with Canopy*	6411 kg	14,136 lb
Maximum Operating Weight with Canopy**	7107 kg	15,671 lb
Minimum Operating Weight with Cab*	6485 kg	14,299 lb
Maximum Operating Weight with Cab**	7175 kg	15,821 lb

*Minimum Weight is based on rubber tracks, operator, full fuel tank, standard stick, blade and bucket.

**Maximum Weight is based on steel tracks, extra counterweight, operator, full fuel tank, long stick, blade and bucket.



306 CR Mini Hydraulic Excavator

Weight Increase from Minimum Configuration

Counterweight	250 kg	551 lb
Long Stick	44 kg	97 lb
Steel Tracks with Pads	375 kg	827 lb
Angle Blade	102 kg	225 lb
XTC Carriage (no tool)	64 kg	141 lb

Travel System

Travel Speed – High	5.0 km/h	3.1 mph
Travel Speed – Low	2.8 km/h	1.7 mph
Maximum Traction Force – High Speed	31 kN	6,969 lbf
Maximum Traction Force – Low Speed	56 kN	12,589 lbf
Ground Pressure – Minimum Weight	35.4 kPa	5.1 psi
Ground Pressure – Maximum Weight	39.1 kPa	5.7 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	10.0 L	2.6 gal
Engine Oil	8.0 L	2.1 gal
Fuel Tank	130 L	34.3 gal
Hydraulic Tank	39 L	10.3 gal
Hydraulic System	75 L	19.8 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	173 L/min	46 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	210 bar	3,046 psi
Auxiliary Circuit – Primary		
Flow	90 L/min	24 gal/min
Pressure	245 bar	3,553 psi
Auxiliary Circuit – Secondary		
Flow	33 L/min	9 gal/min
Pressure	245 bar	3,553 psi
Digging Force – Stick (Standard)	29.5 kN	6,632 lbf
Digging Force – Stick (Long)	26.5 kN	5,957 lbf
Digging Force – Bucket	51.5 kN	11,578 lbf

Swing System

Machine Swing Speed	11 rpm
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Blade

Straight Blade Width	1980 mm	78 in
Straight Blade Height	390 mm	15.4 in
Angle Blade Width	1980 mm	78 in
Angle Blade Height	400 mm	15.7 in

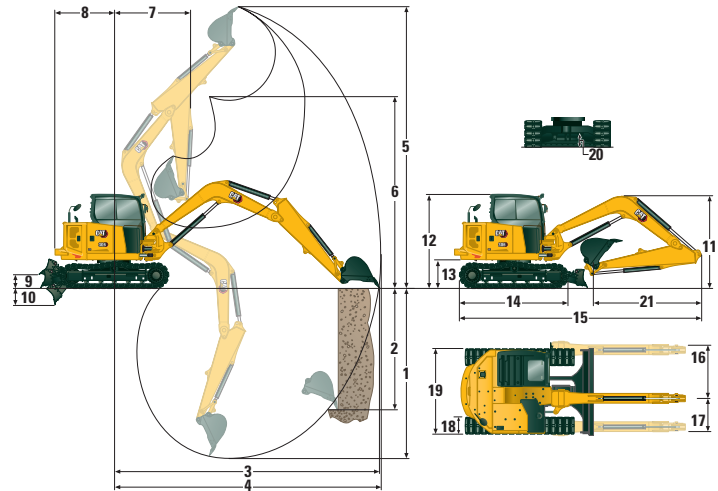
Certification – Cab

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level II)

Sound

Operator Sound Pressure (ISO 6396:2008)	72 dB(A)
Average Exterior Sound Pressure (ISO 6395:2008)	99 dB(A)

• European Union Directive “2000/14/EC”



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	3710 mm (146 in)	4110 mm (162 in)
2 Vertical Wall	2710 mm (107 in)	3165 mm (125 in)
3 Maximum Reach at Ground Level	6130 mm (241 in)	6535 mm (257 in)
4 Maximum Reach	6295 mm (248 in)	6685 mm (263 in)
5 Maximum Dig Height	5835 mm (230 in)	6130 mm (241 in)
6 Maximum Dump Clearance	4325 mm (170 in)	4610 mm (181 in)
7 Boom in Reach	2485 mm (98 in)	2960 mm (117 in)
8 Tail Swing with Counterweight	1475 mm (58 in)	1475 mm (58 in)
Tail Swing without Counterweight	1350 mm (53 in)	1350 mm (53 in)
9 Maximum Blade Height	415 mm (16 in)	415 mm (16 in)
10 Maximum Blade Depth	600 mm (24 in)	600 mm (24 in)
11 Transport Height	1755 mm (69 in)	2410 mm (95 in)
12 Cab Height	2545 mm (100 in)	2545 mm (100 in)
13 Swing Bearing Height	672 mm (26 in)	672 mm (26 in)
14 Overall Undercarriage Length	2580 mm (102 in)	2580 mm (102 in)
15 Overall Shipping Length	5975 mm (235 in)	5950 mm (234 in)
16 Boom Swing Right	910 mm (36 in)	910 mm (36 in)
17 Boom Swing Left	735 mm (29 in)	735 mm (29 in)
18 Track Belt/Shoe Width	400 mm (16 in)	400 mm (16 in)
19 Overall Track Width	1980 mm (78 in)	1980 mm (78 in)
Width Over Upper House	1950 mm (77 in)	1950 mm (77 in)
20 Ground Clearance	306 mm (12 in)	306 mm (12 in)
21 Stick Length	1580 mm (62 in)	1980 mm (78 in)

Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1287). The system contains 0.9 kg of refrigerant which has a CO₂ equivalent of 1.287 metric tonnes.

Lift Capacities – Minimum Configuration

Lift Point Height			Lift Point radius 3 m (9.8 ft)			Lift Point radius 4.5 m (14.8 ft)			Lift Point radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Standard Stick	kg (lb)							*1155 (*2,547)	*1155 (*2,547)	*1155 (*2,547)	4.16 (13.6)
3 m (9.8 ft)	Standard Stick	kg (lb)				*1615 (*3,561)	1175 (2,591)	960 (2,117)	*1055 (*2,326)	*1055 (*2,326)	760 (1,676)	5.18 (17.0)
1.5 m (4.9 ft)	Standard Stick	kg (lb)	*3470 (*7,651)	2040 (4,498)	1595 (3,517)	*1945 (*4,289)	1120 (2,470)	905 (1,996)	*1125 (*2,481)	830 (1,830)	675 (1,488)	5.51 (18.1)
0 m (0 ft)	Standard Stick	kg (lb)	*3555 (*7,839)	1955 (4,311)	1515 (3,341)	*2135 (*4,708)	1080 (2,381)	865 (1,907)	*1390 (*3,065)	860 (1,896)	695 (1,532)	5.32 (17.5)

Minimum Weight includes rubber tracks, no extra counterweight, operator, full fuel tank, standard stick, blade and no bucket.

Lift Capacities – Maximum Configuration

Lift Point Height			Lift Point radius 3 m (9.8 ft)			Lift Point radius 4.5 m (14.8 ft)			Lift Point radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
4.5 m (14.8 ft)	Long Stick	kg (lb)				*1365 (*3,010)	*1365 (*3,010)	1150 (2,536)	*1145 (*2,525)	*1145 (*2,525)	*1145 (*2,525)	4.70 (15.4)
3 m (9.8 ft)	Long Stick	kg (lb)				*1420 (*3,131)	*1420 (*3,131)	1140 (2,514)	*1055 (*2,326)	*1055 (*2,326)	800 (1,764)	5.60 (18.4)
1.5 m (4.9 ft)	Long Stick	kg (lb)				*1780 (*3,925)	1315 (2,900)	1075 (2,370)	*1110 (*2,448)	875 (1,929)	720 (1,588)	5.90 (19.4)
0 m (0 ft)	Long Stick	kg (lb)	*3495 (*7,706)	2275 (5,016)	1785 (3,936)	*2085 (*4,597)	1255 (2,767)	1020 (2,249)	*1310 (*2,889)	900 (1,985)	735 (1,621)	5.73 (18.8)

Maximum Weight includes steel tracks, extra counterweight, operator, full fuel tank, long stick, blade and no bucket.

*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart.

EQUIPMENT

ENGINE

- Cat C2.4T Diesel Engine (U.S. EPA Tier 4 Final/ EU Stage V) – Electronic Engine, Turbo, Diesel Particulate Filter (DPF)
- Automatic Engine Idle
- Automatic Engine Shutdown
- Automatic Swing Brake
- Automatic Two Speed Travel
- Fuel Water Separator with Indicator
- Radial Seal – Double Element Air Filter

- Side by Side Engine and Hydraulic Oil Cooler
- Extended Life Coolant, –37° C (–35° F)
- Ecology Drain

HYDRAULICS

- Smart Tech Electronic Pump
- Variable Displacement Piston Pump
- Load Sensing/Flow Sharing Hydraulics
- Power On Demand
- Hydraulic Temperature Monitoring

- Certified Accumulator
- Hydro Advanced Hydraulic Oil
- Auxiliary Hydraulic Lines:
- 1 and 2-way (combined function)
- Auxiliary Line Quick Disconnects
- Adjustable Auxiliary Flow
- Continuous Flow
- Adjustable Auxiliary Relief

(continued on next page)

306 CR Mini Hydraulic Excavator

EQUIPMENT *(continued)*

OPERATOR ENVIRONMENT

- Canopy or Sealed and Pressurized Cab
- Operator Sound Pressure 72 dB(A) ISO 6396:2008
- Stick Steer Mode
- Travel Cruise Control
- Control Pattern Changer
- Adjustable Wrist Rests
- Molded Footrests
- Removable, Washable Floor Mat
- Travel Pedals and Hand Levers
- Cat Key with Passcode Option
- Hydraulic Lockout Controls
- High Back, Suspension Seat
- Retractable Seat Belt (75 mm/3 in)
- Coat Hook
- Cup Holder
- Literature Holder
- Mounting Bosses for Top and Front Guards
- ROPS – ISO 12117-2:2008
- TOPS – ISO 12117:1997
- Signaling/Warning Horn
- Cab and (left side) Boom Work Lights
- Utility Space for Mobile Phone

■ Color LCD Monitor

- Fuel Level and Coolant Temperature Gauges
- Maintenance and Machine Monitoring
- Performance and Machine Adjustments
- Numeric Security Code
- Multiple Languages
- Camera Ready
- Hour Meter with Wake Up Switch
- Jog Dial Control Interface

■ Cab Machines Only

- HVAC with Automatic Temperature Control
- Integrated Lower Front Window
- Assisted Front Window Overhead Storage
- Rear Window Emergency Exit
- LED Interior Light
- 12V Power Socket
- Radio – Bluetooth®, USB, Auxiliary, Microphone
- Skylight

UNDERCARRIAGE

- Greased and Lubricated Track
- Hydraulic Track Adjusters
- Tie Down Eyes on Track Frame
- Dozer Straight Blade
- Dozer Float
- Bolt-on, Reversible Wear Edge
- Rubber Tracks

BOOM, STICK AND LINKAGES

- One Piece Boom (3055 mm/120.3 in)
- Standard Stick (1580 mm/62.2 in)
- Long Stick (1980 mm/78.0 in)
- Front Shovel Capable (Pin-On/Manual Coupler/Hydraulic Coupler – not available in all regions)
- Thumb Ready (not available in all regions)
- Certified Lifting Eye (not available in all regions)

ELECTRICAL

- 12 Volt Electrical System
- 90 Ampere Alternator
- 650 CCA Maintenance Free Battery
- Battery Disconnect
- Circuit Breaker
- Ignition Key Stop Switch
- Signaling/Warning Horn
- Product Link™ Basic (regulations apply, not available in all regions)
- Travel Alarm

OTHER

- Locks on External Enclosure Doors
- Lockable Fuel Cap
- Beacon Socket
- Rear Reflectors

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

- Cab (see details above)
- Next Generation Advanced Monitor
 - Touch Screen
 - Site Reference System
 - High Definition Camera Capable
- Rain Visor
- Air Suspension Heated Seat with Cab
- Top Guard – ISO 10262:1998 (Level II)

ELECTRICAL

- Product Link Elite (regulations apply, not available in all regions)
- Rearview Camera
- Rotating Beacon

OTHER

- Attachments including Buckets, Augers and Hammers
- Angle Blade
- Extra Tool Carrier (XTC)

- Steel Tracks (450 mm/17.7 in wide)
- Steel Track with Rubber Pads
- 2nd Auxiliary Hydraulic Lines
- Additional Counterweight
- Boom and Stick Hose Burst Check Valves
- Bucket Linkage with Lift Eye
- Track Guides
- Water Jacket Heater
- Refueling Pump
- Cab Guarding

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8236 (08-2019)
(North America, Europe, ANZP)





CITY OF REDMOND

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

STAFF REPORT

DATE: September 28, 2021
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Ryan Kirchner, Wastewater Division Manager
SUBJECT: Authorization to Purchase a 2021 Kenworth Hook Lift Truck, Public Works Wastewater Division: \$216,941.

Addresses Council Goal:

1. Sustain Operations - Provide or enhance current levels of operations in all facets of municipal service delivery.

Report in Brief:

This item requests City Council authorization to purchase a 2021 Kenworth Hook Lift Truck for \$216,941.00 from Pape Kenworth utilizing the Sourcwell Cooperative Purchase Agreement for the Wastewater Division.

Background:

The Public Works Wastewater Division operates and maintains the City's 194 miles of wastewater and stormwater conveyance lines and critical assets related to safely conveying, treating, and discharging wastewater and stormwater. A hook lift truck is a heavy-duty truck chassis fitted with a hydraulic hook lift hoist that allows for the roll on and roll off different truck bodies or containers on one truck chassis. This multi-purpose equipment will allow City personnel to haul and transport waste, materials, and equipment while reducing the heavy equipment fleet size.

Pape Kenworth is a west coast company with locations throughout Washington, Oregon, and California.

Discussion:

City staff researched a suitable Hook Lift Truck and concluded a 2021 model of the Kenworth Hook Lift Truck best met the desired criteria for performance and fleet compatibility. Staff obtained informal quotes and determined that the lowest cost to purchase the Hook Lift Truck was through Sourcwell Contract #:060920-KTC, Caterpillar Inc. The Sourcwell Cooperative Purchase Agreement allows the City to purchase the Hook Lift Truck at 10 percent below retail price.

Fiscal Impact:

The Fiscal Year (FY) 2021/22 budget includes \$140,000 for the Hook Lift Truck within the Wastewater Fund - Capital Vehicle & Equipment Sub-Fund, 53263-01-000-07-00-06, and \$40,000 within the Stormwater Fund – Capital Vehicle and Equipment Sub-Fund, 53063-01-000-07-00-06. The difference between the budgeted (\$180,000) and the actual (\$216,941) amounts will be absorbed by savings within the Wastewater and Stormwater Funds. Delivery of the Hook Lift Truck is expected to occur within FY 2021/22.

Alternative Courses of Action:

1. Authorize the purchase.
2. Do not authorize the purchase.
3. Take no action and request additional information.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to purchase the 2021 Kenworth Hook Lift Truck from Pape Kenworth in the amount of \$216,941.00."

Western Cascade Container LLC

PO Box 818

Kelso, WA 98626

Physical: 1808 Baker Way Kelso, WA 98626

Phone: 360-577-1377

Fax: 360-577-1388

www.westerncascade.net



CONFIDENTIAL QUOTATION

Date:	7/20/2021	REVSIED 8/17/21	Quote #:	WCCQ21303 R3
To:	PAPE KENWORTH 550 NE COLUMBIA BLVD PORTLAND, OR 97211	CITY OF REDMOND SCOTT GIBSON 541-948-7921	Phone:	503-724-8481
Attn:	TOM PACE		Email:	tpace@papekenworth.com
			Terms:	NET DELIVERY
			Page:	1 OF 3

QUANTITY:	DESCRIPTION:	PRICE EA:	SUBTOTAL:
1	STELLAR HOOKLIFT LOADER MODEL # SLIDER 50 COMPLETE & MOUNTED TO CUSTOMER CHASSIS LIFTING CAPACITY: 50,000-LBS. DUMPING CAPACITY: 50,000-LBS. DUMP ANGLE: 51° DESIGNED FOR 186" TO 202" CAB TO TRUNNION CHASSIS *ADD 12" TO CAB TO TRUNNION FOR TARPING SYSTEM CLEAR CT REQUIREMENTS ARE BASED ON CHASSIS FRAME HEIGHT OF 45" FROM THE GROUND MIN. TRUCK GVWR: 54,000-LBS. MIN. TRUCK FRAME RBM: 2,800,000-LBS. TRUCK FRAME HEIGHT: 45" SHIPPING WEIGHT: 5,650-LBS. HOOK HEIGHT: 61.75" BODY LENGTHS: 16' - 22' & UP TO 24' FLATBEDS * BODIES LONGER THAN 21'-8" MAY REQUIRE UNDER-RIDE CRASH PROTECTION BUMPER, UNLESS PULLING A TRAILER, AS THE BODY MAY EXCEED ALLOWABLE OVERHANG IN-CAB AIR CONTROLS OIL RESERVOIR WITH TWO-SECTION VALVE BANK OUTSIDE BODY LATCHES VOAC BENT AXIS PISTON-TYPE HYDRAULIC PUMP AIR TO AIR PTO - *AUTOMATIC TRANSMISSIONS REQUIRE A HOT SHIFT PTO - SEE OPTIONS HEAVY DUTY RECTANGULAR TUBING BUMPER REINFORCED TO ACCEPT PINTLE HITCH *PINTLE NOT INCLUDED LED LIGHTS (FMVSS108 COMPLIANT) BACKUP ALARM 10GA STEEL DIAMOND PLATE TANDEM FENDERS * SLIDE-OUT ICC BUMPER		\$ -
	<i>* ABOVE PRICING DISCOUNTED FOR CASH / CHECK PAYMENT</i>	SUBTOTAL:	\$ -

SIGNATURE: _____

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	PORTLAND, OR 97211	541-948-7921	Terms:	NET DELIVERY
Attn:	TOM PACE		Page:	2 OF 3

QUANTITY:	DESCRIPTION:	PRICE EA:	SUBTOTAL:
1	OPTION: HOT SHIFT PTO - UPCHARGE		\$ -
	ESTIMATE - PRICE CAN VARY DEPENDING ON TRANSMISSION		
1	OPTION: LED WORK LIGHTS (PAIR) 1,200 LUMEN		\$ -
	MOUNTED AT REAR AT FENDER / LIGHT BAR		
1	OPTION: PRO-TECH TOOL BOX - ALUMINUM - 36" L X 18" W X 18" H		\$ -
	SINGLE DROP DOOR WITH CABLE LANYARDS		
	* ACTUAL BOX SIZE TO BE DETERMINED BY SPACE AVAILABLE ON CHASSIS AT TIME OF INSTALLATION - OTHER OPTIONS AVAILABLE		
1	OPTION: ECCO BACK-UP CAMERA - INSTALLED		\$ -
	#K7000B WITH COLOR SCREEN		
	EXPANDABLE UP TO 2 CAMERAS		
1	OPTION: PREMIER 270A AIR SHOE PINTLE HITCH		\$ -
	APRON OVER END OF FRAME STYLE		
	* NO GUIDES INCLUDED		
1	WATSON CHALIN SELF-STEER 13,500-LB LIFT AXLE - SL1190		\$ -
	COMPLETE AND INSTALLED ON CUSTOMER PROVIDED CHASSIS		
	* INCLUDES: WHITE STEEL WHEELS & LOW-PRO TIRES		
	* NO FENDERS INCLUDED		

PINTLE HITCH: OPTION IS BASED ON AVAILABILITY OF AIR & ELECTRIC TO END OF FRAME. DOES NOT INCLUDE FACTORY TRAILER TOW PACKAGE CONTROLS, VALVES, ETC. - PRICE ON REQUEST

TRUCK FRAME DISCLAIMER: QUOTED PRICE DOES NOT INCLUDE ANY REQUIRED TRUCK FRAME CHANGES OR ANY NEEDED RELOCATION OF MOUNTED COMPONENTS, ANY ADDITIONAL MATERIALS OR CHANGES WOULD BE BILLED ON TIME & MATERIAL BASIS

ABOVE PRICING DOES NOT INCLUDE FET OR ANY TAXES - THIS UNIT IS QUOTED FOR RESALE - PAPE KENWORTH IS RESPONSIBLE FOR COLLECTING THE 12% F.E.T. TAX AND SALES TAX IF APPLICABLE.

		PAGE TOTAL:	\$ -
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SIGNATURE: _____

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Attn:	TOM PACE		Page:	3 OF 3

QUANTITY:	DESCRIPTION:	PRICE EA:	SUBTOTAL:
2	10.3-CUBIC YARD OPEN TOP RECT DROP BOX		\$ -
	LENGTH: 16' ID WALL HEIGHT: 28" ID WIDTH: 89" ID		
	WALLS, FRONT & DOOR MATERIAL: 10GA		
	FLOOR MATERIAL: 3/16" PLATE		
	ONE-PIECE SIDE-HINGED DOOR WITH STANDARD HOOK LATCH		
	HAULER: STELLAR HOOKLIFT 138-18-52 WITH 62" HOOK HEIGHT		
	PAINTED: ONE COLOR (INDUSTRIAL ENAMEL)		
	CROSSMEMBERS ON 12" CENTERS		
	(4) D-RINGS WELDED INSIDE TO SECURE SKID STEER - LOCATION TBD		
2	OPTION: MANUAL TARP HOOD WITH VINYL TARP & RUBBER ROPE		\$ -
	INSTALLED ON ABOVE BOX		
	INCLUDES REMOVABLE TARP BOWS		
		PAGE TOTAL:	\$ -
	* ABOVE PRICING DISCOUNTED FOR CASH / CHECK PAYMENT	SUBTOTAL:	\$ -
	NEED CURRENT COPY OF WA RESELLER PERMIT FOR TAX EXEMPTION	SALES TAX: 8.1%	\$ -
	# A14344221	FET: 12%	\$ -
	FET NOT APPLICABLE ON DROP BOXES	ORDER TOTAL:	\$ -

QUOTE GOOD FOR 3 WEEKS	TO BE DETERMINED - (HOOKLIFT) EST.
FOB: Kelso, WA 98626	PRODUCTION TIME ESTIMATE: MAY 2022, BODIES AVAILABLE SOONER
	SHIPPING METHOD: WILL CALL

All above prices are discounted for cash or check payment.

An additional 4% credit card fee will be added if payment is made by credit card. We accept VISA, Mastercard & Discover.

* Due to the volatility of steel market, Western Cascade Container will absorb an increase in steel costs of up to 3%, however, any additional increase in steel cost will require us to requote your price.

** Customer responsible for unloading product(s) from flatbed at delivery site.

* Disclaimer of Warranties: Seller warrants all goods against defects in materials or workmanship, but makes no warranties of merchantability or fitness for any purpose. The seller assumes no responsibility for engineering on customer supplied drawings or specifications. The seller's warranty shall not apply to goods which have been altered, repaired, or misused by the buyer's personnel.

SIGNATURE: _____



Customer Quote

Equipment

Quantity:	1
Truck Price:	\$183,099
Dealer Options: Hook- Lift system	\$92,067
Extended Warranty:	\$0
Equipment Price:	\$238,546
Surcharges Not Subject to Discount:	\$0
Options Not Subject to Discount:	\$0
Factory Freight Cost:	\$2,625
Total Equipment Price:	<u>\$241,171</u>

NET Sale Price: **\$216,191**

Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$0
Body/Trailer/Accessories FET:	\$0
Fees:	\$750
Other:	\$0

Quotation Total: **\$216,941**

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

[2022 Sourcewell Goverment & Municipality Contract# 060920-KTC](#)



PAPÉ KENWORTH - PORTLAND (P255)
550 N.E. COLUMBIA BLVD.
PORTLAND, Oregon 97211

CITY OF REDMOND
411 SW 9TH ST
REDMOND, Oregon 97756
United States of America

Tom Pace
Cell Phone: (503)724-8481
Office Phone: 503-240-6282
Email: tpace@papekenworth.com

Scott Gibson
Office Phone: 541-504-2096
Email:
scott.gibson@redmondoregon.gov

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	18740
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	Roll Off Chassis	G.C.W. (lbs):	64740
Description 2:			
Application		Road Conditions:	
Intended Serv.:	Refuse hauler: Vehicles which haul refu	Class A (Highway)	90
Commodity:	Refuse/recycled material.	Class B (Hwy/Mtn)	10
Body		Class C (Off-Hwy)	0
Type:	Roll on/roll off.	Class D (Off-Road)	0
Length (ft):	16	Maximum Grade:	6
Height (ft):	13	Wheelbase (in):	270
Max Laden Weight (lbs):	4000	Overhang (in):	70
Trailer		Fr Axle to BOC (in):	69.5
No. of Trailer Axles:	0	Cab to Axle (in):	200.5
Type:		Cab to EOF (in):	270.5
Length (ft):	0	Overall Comb. Length (in):	380
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Model			
0000480	S	T480 Series Conventional	10,386
0071000	O	T480 Aero Hood	0
0080075	O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0
0090162	O	T480 Tandem	0
Engine & Equipment			
0130212	O	PX-9 380 380@1600 1250@1200, 2021 With Turbo Exhaust Brake (VGT Brake). N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 65....Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 64....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 YES...Cruise Control Auto Resume N09520 C238 YES...Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 NO....Enable Idle Shutdown Park Br	0
1000151	S	PremierSpec	0
1000243	O	Gearing Analysis: Performance power before economy results.	0
1000252	O	Customer's Typical Operating Spd: 62 MPH	0
1000684		Effective VSL Setting NA	0
1000858	O	Engine Idle Shutdown Timer Disabled	0
1000859	O	Enable EIST Ambient Temp Overrule	0

Sales Code	Std/Opt	Description	Weight
1000891		Eff EIST NA Expiration Miles	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1041399	S	Air Cleaner: MD Composite Engine Mounted	0
1105232	O	Fan Hub: Horton Variable Speed For use with PX engines, L9N or B6.7N natural gas engines on 2.1M only.	0
1121232	O	Cooling Module: 2.1M MD Aero Hood, Clog Resistant 1000 Square Inches	0
1247234	O	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	0
1290130	O	Tailpipe: 5 in. single 30 in. 45 degree curved.	12
1321102	S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0
1321200	S	Run Aid:None *For Fuel Filter	0
1321305	O	Start Aid:12V Heat *For Fuel Filter	1
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	0
1504006	O	Block heater: PACCAR 750 watt 120V for PX-7 1000 watt for PX-9 and ISL9 engines.	2
1700149	O	Retarder: Jacobs for PX-9 and ISL With 3-way switch. Replaces the standard turbo brake for PX-9 engines.	57
1816260	S	Alternator: PACCAR 160 amp, brush type	0
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	62
1836106	S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
1840067	O	Battery Disconnect Switch Mounted on Battery Box Provides One (1) Switch	0
1900996	O	Jump start terminals under hood.	0
1901018	O	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0
Transmission & Clutch			
2016158	O	Transmission: Allison 4500RDS 6-speed w/o retarder, w/PTO provision. 5th generation. For vocational applications. Includes shift control, transmission oil temperature gauge,	755

Price Level: April 1, 2021

Deal: Roll Off Chassis

Printed On: 8/23/2021 9:47:09 AM

Date: August 23, 2021

Quote Number: QUO-782553-K8Q6M9

Sales Code	Std/ Opt	Description	Weight
		oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	
2406802	O	Driveline: 3 SPL170XL 2 centerbearing requires 3500057 interaxle driveline.	101
2409942	O	Two Heavy-Duty One-Piece Aluminium crossmembers This option upgrades existing crossmembers. The cost does not include the centerbearing and bracket. Crossmember locations will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0
2410018	O	Torque converter included w/Allison Transmission.	0
2410153	O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0
2410204	O	Delete Allison Fuel Sense	0
2410244	O	J1939 Park Brake Auto Neutral	0
2429378	O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
Front Axle & Equipment			
2516006	O	Meritor MFS20 20K 3.74in. drop wide track.	0
2607002	O	Front Brakes: 14,601-22K Bendix air disc brakes.	10
2690025	O	Splined rotor for front air disc brakes for use with iron hubs.	0
2702020	O	Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	80
2741975	S	ConMet PreSet Hub package; front axle.	0
2750001	S	Hubcap: front vented.	0
2769000	O	Slack Adjusters included w/ front axle or brake. Also use w/ disc brakes.	0
2865025	O	Front Springs: Taperleaf 20K w/shock absorbers w/ maintenance-free elastomer spring pin bushings.	76
2895305	O	Dual power steering gears: 18/20K	75
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil	11
2900064	O	80 mm front suspension spacer block.	0
2900612	O	Threaded front spring bushings in place of elastomeric.	0
2900903	O	Front Bendix air disc brake dustshield includes pad air disc brakes only.	0
Rear Axle & Equipment			

Sales Code	Std/Opt	Description	Weight
3142161	O	Dual Meritor RT46-160P rear axle rated at 46K. Tandem rear axles.	2,442
3200614	O	Rear Axle Ratio - 6.14.	0
3306001	O	Dual rear Bendix air disc brakes for dual rear axles to 46K capacity.	40
3392604	O	Splined rotor for dual rear air disc brake for use with aluminum hubs.	-208
3407050	O	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0
3441972	O	ConMet PreSet Plus Hub package; dual rear axle.	0
3465900	O	Rear slack adjusters included w/ axle or air disc brakes.	0
3485002	O	Spring brakes included w/ dual rear air disc brakes.	0
3490905	O	Rear air disc brake dustshields for dual axle; includes pads only.	2
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3500057	O	Interaxle driveline 1 Dana SPL170XL	96
3511420	O	Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	39
3573111	O	Separate switch for dual axles: differential lock or crosslock.	0
3749203	O	Rear suspension: Tandem Chalmers 854-46-L-HS 46K. 54 in. axle spacing. High center of gravity application. Unladen Height: 11.3 in. Laden Height: 9.6 in.	534
3836315	S	Bolted rear suspension crossmembers for Reyco 79KB. Replaces medium duty standard.	0
Tires & Wheels			
4017181	O	Front Tires: Michelin XZY3 385/65R22.5 18PR 42.4 in. Diameter, All Position. 19.6 in. SLR.	130
4210151	O	Rear Tires: Michelin X Works D 11R24.5 16PR	160
4900008	O	Rear Tire Quantity: 8	0
5042312	O	Front Wheel: Accuride 29806 22.5x12.25 steel Steel Armor(TM) powder coat, hub-pilot mount. 11500lb. maximum rating. 5-hand holes.	102
5242310	O	Rear Wheel: Accuride 28827 24.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand hole. Code is priced per pair of wheels.	140
5853906	O	Powder coat white steel wheel. Use in conjunction	0

Sales Code	Std/ Opt	Description	Weight
		with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	
5900008	O	Rear Wheel/Rim Quantity: 8	0

Frame & Equipment

6056600	O	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 337in. to 416 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	498
6141600	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	752
6302460	O	Bumper: Tapered painted steel channel. Requires a bumper setting code.	65
6319040	S	40 in. Bumper setting. Requires a bumper code.	0
6321010	S	Front tow loops: Two	0
6391201	O	Custom Frame Layout: one chassis CFL FT: x	0
6400644	S	Battery box cantilever aluminum BOC with smooth natural finish aluminum cover.	19
6409902	S	Battery box location: RH Side.	15
6451125	S	DPF/SCR box natural end plates and natural cover.	0
6490139	S	Heavy-duty one-pc aluminum intermediate/fill-in crossmember.	0
6490433	S	Heavy-duty 5-piece rear cab support, hucked assembly. Huck fastened to frame.	0
6679860	O	Final end-of-frame cut-off dimension will be modified to 61 in. to 65 in.	0
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0
6741023	O	Square end-of-frame w/ bolted crossmember, non-towing.	41

Fuel Tanks & Equip

Sales Code	Std/ Opt	Description	Weight
7140080	O	80 US gallon D-Shape rectangular aluminum under fuel tank, replace. With non-slip step.	52
7722173	O	Large DEF tank, 15 gallons.	26
7889203	O	DEF to fuel fill ratio 2:1 or greater.	0
7889245	O	Anti-siphon device in fuel tank filler neck. For any number of fuel tanks.	1
7889614	O	DEF tank location is LH BOC. For 2.1M medium duty	0
7920080	O	Location: 80 gal fuel tank LH under cab	0
Cab & Equipment			
8024311	S	CAB: STAMPED ALUM CURVED WINDSHIELD LED MARKERS *REQ SEPARATE ROOF CODE	0
8090155	O	HOOD: Med Aero w/ Chrome Crown	0
8108003	O	Ember Filter For Cabin Air. Used to keep embers out of the HVAC filter element. Cannot be used with code 8108002.	2
8108011	S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
8201013	S	Steering wheel: 18 in. 4-spoke.	0
8201200	S	Adjustable telescoping tilt steering column.	0
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	0
8205177	O	Dash Switch: 1st Allison-mntd PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
8208495	O	Two spare switches: Wired to power.	0
8220106	O	Gauge: Dash mounted air filter restriction gauge.	0
8222712	O	Gauge: Fuel filter restriction gauge.	0
8222722	O	Gauge: Manifold Pressure Gauge. The NavPlus HD unit includes a virtual manifold pressure gauge.	0
8282024	S	MAIN INSTRUMENT PACKAGE: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air	0

Sales Code	Std/ Opt	Description	Weight
		Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	
8330591	S	INTERIOR TRIM PKG: 2.1M MD GRAY FOAM BACKING/CLOTH HEADLINER W/GRAY SUNVISOR & SEAT COLOR Three underdash center console cupholders (two if Allison Transmission is selected).	0
8410217	O	DR SEAT: KW Premium Air Seat HB Tough Cloth w/ Dual Armrests/Susp Cover/Isolator Lever/Seat Heater	0
8480227	O	RD SEAT: KW Toolbox Seat HB Tough Cloth w/ Dual Armrests	0
8490161	O	SEAT COLOR: Black Replacing Standard Gray	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
8601875	O	CB RADIO: COBRA 29 W/WEATHERBAND/DL ANT TRANSCIVER/SOUND TRACKER/ILLUM PANEL w/microphone clip mtd on side	0
8698965	O	SPEAKER PACKAGE FOR CAB: (2) SPEAKERS B-PILLAR	0
8700196	S	TURN SIGNAL: SELF-CANCELLING	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0
8800261	O	Long grabhandle RH side mounted to side-of-cab exhaust. NFPA Compliant.	0
8800372	O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	3
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
8832113	S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0
8841411	S	Single air horn under cab.	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0
8850842	S	MIRR SHELL: DUAL AERO IN-MOLD BLACK	0
8860852	O	MIRR: DUAL KW AERO REAR VIEW MOTOR/HTD W/INTEGRAL CX	0
8871446	S	Rear cab stationary window 19in x 36in	0
8890101	S	One-piece bonded-in windshield with curved glass. Standard.	0
8890135	O	Exterior stainless steel sunvisor.	11
8890356	O	4 1/4" Molded Wheelwell Fender Extension.	0
8890874	O	Kenworth Cab Air Suspension.	0

Price Level: April 1, 2021
Deal: Roll Off Chassis
Printed On: 8/23/2021 9:47:09 AM

Date: August 23, 2021
Quote Number: QUO-782553-K8Q6M9

Sales Code	Std/ Opt	Description	Weight
8891009	O	Thermal/Sound Insulation Package	0
8891011	O	Roof: Raised Profile, Stamped Aluminum w/ Additional Head Room & Interior Overhead Storage	0
Lights & Instruments			
9010813	O	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.	0
9010951	O	Daytime Running Lights Located in Bumper. Driven by Chassis Height.	0
9022137	S	Marker Lights: Five, rectangular, LED	0
9030052	S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0
9042542	O	Fog Light: With Clear Lens. Does Not Include Rock Screens on T680.	4
9058085	O	SW/WIRE/IND LT: C/I FLOOD 1ST SW THRU GROMMET UNDER CAB	0
9090052	O	Brake Lights on when Engine Brake Active. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0
9090115	O	Reflectors: Two Midframe	0
9090849	O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	0
Air Equipment			
9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
Extended Warranty			
9200008	S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
9200021	S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0
Miscellaneous			
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0
9491659	S	VMUX Architecture	0
Promotions			

Sales Code	Std/ Opt	Description	Weight
Paint			
9700000	O	Paint color number(s).	0
		N9702 A - L0006 WHITE	
		N9770 BUMPER L0006 WHITE	
		N9720 FRAME N0001 BLACK	
9943001	O	Bumper Painted Color A	0
9943050	S	Day Cab Standard Paint	0
9944820	S	1 - Color Paint - Day Cab	0
		Color will be White if no other color is specified.	
9965510	S	Base coat/clear coat.	0
		The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	

Order Comments

Total Weight

16,594

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

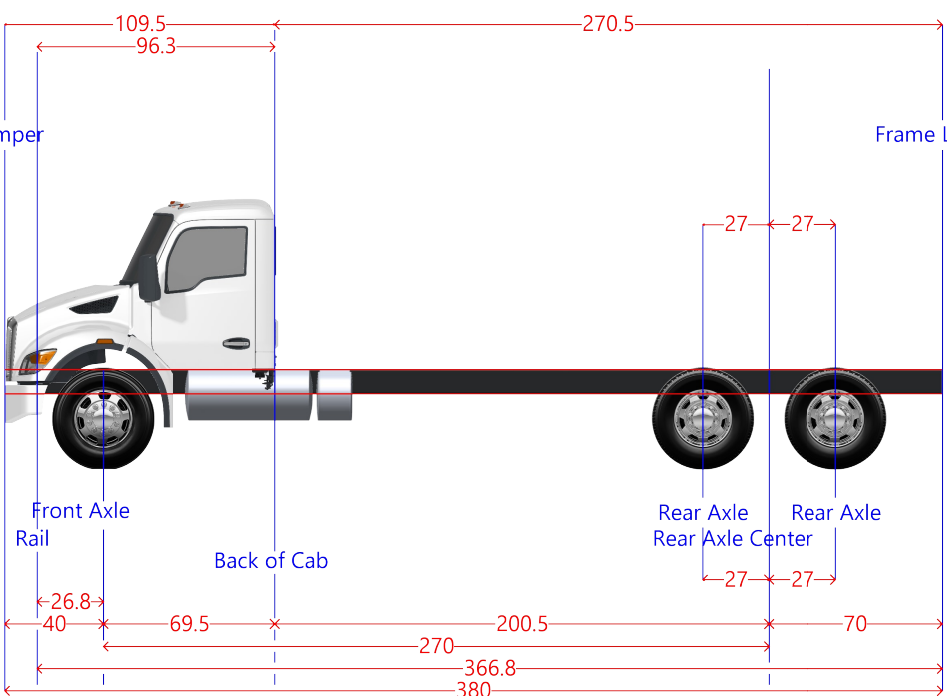
While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity
--------------------	----------



Dimension	Measurement	Start	End
Axle Spacing	54	243	297
Bumper to Back of Cab	109.5	-40	69.5
Bumper to Front Axle	40.0	-40	0
Bumper to Front Frame	13.2	-40	-26.8
Cab to End of Frame	270.5	69.5	340
Cab to Rear Axle	200.5	69.5	270
Effective Bumper to Back Of Cab	109.5	-40	69.5
Frame Length	366.8	-26.8	340
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	26.8	-26.8	0
Load Space	270.5	69.5	340
Overall Length	380.0	-40	340
Overhang	70.0	270	340
Pusher Offset #1	27.0	243	270
Pusher Offset #2	27.0	243	270
Pusher Offset #3	27.0	243	270
Tag Offset	27.0	270	297
Wheelbase	270	0	270

FRAME LAYOUT



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 270)

Sales Code	Description	Length	Side
7140080	80 US gallon D-Shape rectangular aluminum under	51.9	Left
7722173	Large DEF tank, 15 gallons.	14.7	Left
6400644	Battery box cantilever aluminum BOC with smooth	17.5	Right



CITY OF REDMOND

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

STAFF REPORT

DATE: September 28, 2021
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Ryan Kirchner, Wastewater Division Manager
SUBJECT: Contract Award to Huber Technologies, Inc. for the Repair of the Water Pollution Control Facility
Headworks Screen: \$75,453.15

Addresses Council Goal:

1. Sustain Operations - Provide or enhance current levels of operations in all facets of municipal service delivery.

Report in Brief:

This item requests City Council award a contract to Huber Technology, Inc. for the repair of the Water Pollution Control Facility (WPCF) Headworks Screen in the amount of \$75,453.15.

Background:

The City utilizes two Rotamat RPPS Screens designed by HUBER Technologies, Inc. for pre-screening treatment of wastewater conveyed to the WPCF. The screens are a critical system component whose primary function is to screen out debris and material that could negatively impact downstream treatment processes.

Both screens were purchased and installed during the 2010 upgrade of the WPCF Headworks. The screens have been in continuous service since their installation. The maximum life expectancy for a screen before a major repair is required is 10 to 15 years. Both screens were assessed by qualified Huber Technologies service technicians in 2021. The technician's assessment report identified time-sensitive repairs that are required for Huber Screen #1.

Discussion:

Quotes were solicited from three qualified contractors to execute the time-sensitive repairs to Huber Screen #1. The repair scope of work includes: the replacement and installation of the screen basket, lower bearing assembly kit, brushes, and support roller kit.

Two of the three solicited contractors declined to provide a quote and only Huber Technologies, Inc. submitted a complete and responsive quote.

SOLICITED CONTRACTORS	QUOTES
Huber Technologies, Inc.	\$75,453.15
Goble Sampson, Issaquah, WA	Declined to Quote
Goble Sampson, Salt Lake City, UT	Declined to Quote

Fiscal Impact:

The Fiscal Year (FY) 2021/22 budget includes \$60,000 for the repair of Huber Screen #1 within the Wastewater Fund – Operations Sub-fund (53200-02-000-06-00-17).

The difference between the budgeted (\$60,000) and the actual (\$75,453.15) amounts will be absorbed by operational savings within the Operations Sub-Fund. The repair is expected to be completed within FY 2021/22.

Alternative Courses of Action:

1. Authorize the City Manager to sign a contract with Huber Technologies, Inc.
2. Do not authorize the contract.
3. Request additional information.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to sign a contract with Huber Technologies, Inc. in the amount of \$75,453.15 for the repair of the Water Pollution Control Facility Headworks Screen #1."

Billing Address

City of Redmond
3100 NW 19th St
wwpayables@redmondoregon.gov
Redmond, OR 97756
UNITED STATES

Delivery Address

City of Redmond
3100 NW 19th St
Redmond, OR 97756
UNITED STATES

OFFER: 71009423 / V1
Project: Redmond, OR (288233)

Your Reference:

Date printed: 9/15/21
Our Reference: Anthony, Cedric
Phone: +1-704-990-2408
Email: Cedric.Anthony@hhusa.net

Customer No.: 114251

All parts in stock unless otherwise indicated below.

Customer is responsible for the following prior to Huber's technician arrival:

- (1)Removal of Huber machine from channel,
- (2)Pressure washing of machine, and
- (3)Providing lifting equipment.

Failure to do so will result in additional charges of \$1,000 per day Huber is onsite.

Pos	Quantity	Unit	Item Description	Price USD Discount (%)	Total USD Tax (%)
10/1	1.00	pcs	288233-290314 Siebkorb PPS BG 1600 RV 3-4 Screen Basket RPPS 1600 e 3 L1426 **lead time 10-12 weeks**	54,292.36 15%	46,148.51 0%
20/1	1.00	pcs	10117977 RotoMat 1400-1800 Lower Bearing Assembly Kit	2,468.35 5%	2,344.93 0%
30/1	1.00	pcs	504854 brush L3665 6D 40/65 0,6	1,079.81 5%	1,025.82 0%
40/1	1.00	pcs	506108 brush L1350 6D 40/65 0,6	678.94 5%	644.99 0%
50/1	2.00	pcs	506089 brush R554 roller Ro2 1600	306.43 5%	582.22 0%
60/1	4.00	pcs	10141167 Support Roller Kit D100 d30 L 40 800kg	308.60 5%	1,172.68 0%
70/1	20.00	HOURL	40001 Labor Tech 1	150.00	3,000.00 0%
70/2	20.00	HOURL	40001	150.00	3,000.00

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Pos	Quantity	Unit	Item Description	Price USD Discount (%)	Total USD Tax (%)
			Labor Tech 2		0%
75/1	16.00	HOURL	40002	249.00	3,984.00
			Labor - Overtime 2 Techs		0%
80/1	40.00	HOURL	40003	140.00	5,600.00
			Travel Time 2 Techs		0%
90/1	2.00	pcs	10000002	800.00	1,600.00
			Flights 2 Techs		0%
90/2	8.00	pcs	10000002	125.00	1,000.00
			Hotel 2 Techs		0%
90/3	5.00	pcs	10000002	100.00	500.00
			Car Rental		0%
90/4	10.00	pcs	10000002	65.00	650.00
			Per Diem 2 Techs		0%
90/5	1.00	pcs	10000002	200.00	200.00
			Misc.		0%
100/1	1.00	pcs	410500	4,000.00	4,000.00
			Freight		0%
			Parts		
			Gang Box		
Total net				USD	75,453.15

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 90 days

Delivery: prepaid and add

Payment terms: Net 30 days

Best regards

Anthony, Cedric

Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2021

Field Service Base Rates

Continental U.S., Mexico and Canada..... \$150.00 per hour
 Outside Continental U.S., Mexico and Canada..... \$226.00 per hour

Training

Product Training..... \$150.00 per hour

Travel

Travel (time)..... \$140.00 per hour
 Mileage..... \$0.58 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$145.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day..... \$249.00 per hour
 Standby rate..... Applicable base rate
 Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$300.00 per hour

Expenses

Travel and accommodations..... Actual cost
 Per Diem..... Business Rate Plan 1.. \$60.00 per day
 High Cost Area Rate 2.. \$70.00 per day
 Service Truck Rate \$80.00 per day
 Materials, Equipment Rental, Supplies..... Actual cost plus 20%
 Laboratory testing..... Actual cost plus 20%

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost

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Aftermarket Sales & Service Rates 2021

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$60.00 per day or \$70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2021

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. **Payment is due NET 30 DAYS from the date of invoice.**

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
 - 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.
- Applicable law.** Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

• Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).

warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

BUDGET DETAIL

Wastewater Fund		FY 2018/19 Actual	FY 2019/20 Actual	FY 2020/21 Budget	FY 2021/22 Proposed Budget	FY 2021/22 Approved Budget	FY 2021/22 Adopted Budget
Sub-fund: Wastewater - Operations							
Program: General Operations							
Resources							
53200-02-000-04-65-20	Federal Grants & Awards	-	47,516	-	-	-	-
53200-02-000-04-25-00	Intergovernmental Revenue	-	-	2,000	2,000	2,000	2,000
53200-02-000-04-40-65	TV Inspection	56,132	44,250	32,386	30,000	30,000	30,000
53200-02-000-04-40-72	RV Discharge Station	27,740	33,184	28,800	35,000	35,000	35,000
53200-02-000-04-60-90	Miscellaneous	3,287	3,840	-	-	-	-
53200-02-000-04-40-61	Sewer Service Charge	5,368,690	5,610,502	5,747,753	6,154,869	6,154,869	6,154,869
53200-02-000-04-40-70	Sewer Connection Charge	13,580	10,605	14,000	14,000	14,000	14,000
53200-02-000-04-40-95	Hay Crop Sales	47,888	82,952	40,000	60,000	60,000	60,000
53200-02-000-04-45-25	Penalty Fees	2,000	125	500	1,500	1,500	1,500
53200-02-000-04-45-75	Restitution	14,735	-	-	-	-	-
53200-02-000-04-80-10	Interest - Investment	68,646	68,965	29,000	27,200	27,200	27,200
53200-02-000-04-86-25	Intrafund Tfrs-from DS	455,454	-	-	-	-	-
53200-02-000-04-40-90	Bad Debt	12,606	(3,370)	-	-	-	-
53200-02-000-04-95-50	Sale of Property	745	-	-	-	-	-
53200-02-000-04-99-00	Beginning Fund Balance	2,458,313	2,676,394	3,170,790	3,568,020	3,568,020	3,568,020
TOTAL RESOURCES		8,529,817	8,574,964	9,065,629	9,892,589	9,892,589	9,892,589
Personnel Services							
53200-02-000-05-00-01	Regular Pay	719,429	864,558	920,967	933,570	933,570	933,570
53200-02-000-05-00-03	Overtime	21,807	11,125	23,000	12,000	12,000	12,000
53200-02-000-05-00-07	Stand-By Time	58,190	50,961	61,200	60,000	60,000	60,000
53200-02-000-05-00-12	Vac/Comp/Holiday Buy Back	841	-	-	-	-	-
53200-02-000-05-20-11	Employer Social Security	48,865	55,642	57,100	57,881	57,881	57,881
53200-02-000-05-20-12	Employer Medicare	11,428	13,013	13,354	13,537	13,537	13,537
53200-02-000-05-20-30	Employer PERS	138,504	208,160	213,620	234,737	234,737	234,737
53200-02-000-05-20-41	Medical Insurance	167,215	249,348	278,744	313,449	313,449	313,449
53200-02-000-05-20-42	VEBA Contribution	13,723	13,917	18,501	18,501	18,501	18,501
53200-02-000-05-20-43	HRA Contribution	14,579	10,878	19,694	19,650	19,650	19,650
53200-02-000-05-20-50	Life Insurance	285	352	376	376	376	376
53200-02-000-05-20-51	Accidental D & D	50	62	66	66	66	66
53200-02-000-05-20-52	SAIF	9,804	10,538	20,856	10,164	10,164	10,164
53200-02-000-05-20-53	Long-Term Disability	1,599	1,970	2,273	2,273	2,273	2,273
53200-02-000-05-20-62	FSA	330	402	423	423	423	423
TOTAL PERSONNEL SERVICES		1,206,649	1,490,926	1,630,174	1,676,627	1,676,627	1,676,627
Materials & Services							
53200-02-000-06-00-02	Office Supplies	2,590	4,728	4,000	5,000	5,000	5,000
53200-02-000-06-00-03	Housekeeping	6,016	6,938	6,400	6,400	6,400	6,400
53200-02-000-06-00-04	Uniforms, Boots and Clothing	10,565	11,335	13,000	10,000	10,000	10,000
53200-02-000-06-00-05	Electronic Equip & Supplies	5,698	16,061	10,000	5,000	5,000	5,000
53200-02-000-06-00-06	Small Tools & Minor Equip	27,885	110,357	80,500	75,500	75,500	75,500
53200-02-000-06-00-07	Safety Supplies	6,387	11,438	10,000	11,000	11,000	11,000
53200-02-000-06-00-10	Furnishings & Fixtures	2,618	8,899	7,500	7,500	7,500	7,500
53200-02-000-06-00-12	Facility Repair & Maintenance	4,016	9,255	52,000	20,800	20,800	20,800
53200-02-000-06-00-17	Facility Maintenance	2,714	664	13,000	129,500	129,500	129,500
53200-02-000-06-00-18	Irrigation Site Maint	18,654	3,044	82,000	52,000	52,000	52,000
53200-02-000-06-00-19	Noticing	-	711	2,000	2,000	2,000	2,000
53200-02-000-06-00-20	Water/Sewer/Storm	53,721	64,660	55,150	55,150	55,150	55,150
53200-02-000-06-00-22	Utility Electric	172,465	186,960	195,000	195,000	195,000	195,000
53200-02-000-06-00-24	Phone & Internet	13,430	13,628	20,000	15,000	15,000	15,000
53200-02-000-06-00-25	Franchise Fees	268,435	280,525	287,388	307,743	307,743	307,743
53200-02-000-06-00-26	Postage	9,477	16,259	15,300	1,000	1,000	1,000
53200-02-000-06-00-29	Radio Maintenance	1,440	1,654	1,000	1,000	1,000	1,000
53200-02-000-06-00-36	Debt Service Fees	20,350	19,011	16,214	16,264	16,264	16,264
53200-02-000-06-00-37	Legal Services & Fees	3,030	4,778	5,000	5,000	5,000	5,000
53200-02-000-06-00-41	Forms & Correspondence	1,110	205	1,000	1,000	1,000	1,000
53200-02-000-06-00-43	Recording/Reconveyance	2,269	2,725	2,000	2,500	2,500	2,500
53200-02-000-06-00-46	Processing Fees	4,188	58,977	54,604	67,700	67,700	67,700
53200-02-000-06-00-48	Rentals/Leases	39,551	39,857	39,455	6,931	6,931	6,931
53200-02-000-06-00-51	Lab Analysis	44,636	77,476	101,500	112,500	112,500	112,500
53200-02-000-06-00-56	Workers Comp Claim Deduct	922	770	2,000	2,000	2,000	2,000
53200-02-000-06-00-58	Waste Disposal	57,103	62,894	85,500	60,000	60,000	60,000
53200-02-000-06-00-60	Dues, Subs, Memberships	1,574	1,664	6,000	4,000	4,000	4,000
53200-02-000-06-00-61	Travel & Training	14,163	17,317	25,000	30,000	30,000	30,000
53200-02-000-06-00-62	Meetings	302	363	-	-	-	-
53200-02-000-06-00-63	Books, Maps, Periodicals	593	255	1,000	1,000	1,000	1,000
53200-02-000-06-00-66	Lab Supplies/Chemicals	203,435	221,363	200,000	208,000	208,000	208,000
53200-02-000-06-00-67	Garbage Collection	2,162	2,152	2,500	2,500	2,500	2,500
53200-02-000-06-00-68	Recruitment	521	200	-	1,000	1,000	1,000
53200-02-000-06-00-74	External Repairs & Maint	12,394	9,558	10,000	13,000	13,000	13,000
53200-02-000-06-00-75	Parts & Inventory	85,935	33,442	-	25,000	25,000	25,000
53200-02-000-06-00-77	Fuel	36,772	36,001	40,000	40,000	40,000	40,000
53200-02-000-06-00-84	Infrastructure Maintenance	76,159	197,429	251,100	566,000	566,000	566,000
53200-02-000-06-00-85	Property Lease	12,355	14,636	10,740	15,100	15,100	15,100
53200-02-000-06-00-86	Licenses & Permits	27,504	31,509	34,600	34,600	34,600	34,600
53200-02-000-06-00-87	Employee Physicals	1,388	1,516	1,300	1,300	1,300	1,300
53200-02-000-06-00-88	Employee/Volunteer Recogn	1,006	942	700	950	950	950
53200-02-000-06-00-90	Software Licenses	4,630	1,812	7,000	-	-	-



CITY OF REDMOND

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STAFF REPORT

DATE: September 28, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
Heather Cassaro, Communications Director
FROM: Matt Hayes, IT Manager
SUBJECT: Authorize a Three-Year Service Agreement for Information Technology Services Phone System & Hardware - GoToConnect: \$155,499.56

Addresses Council Goal:

- 1A. SUSTAIN OPERATIONS: Provide critical and necessary services for the entire City.
- 1B-iv. SUSTAIN OPERATIONS: Seek and achieve efficiencies through the acquisition and implementation of new technologies.

Report in Brief:

This item requests City Council authorize a three-year contract for \$155,499.56, with GoTo Connect for telephonic equipment and services (Quote #Q-452277) .

Background:

The City of Redmond IT Department is responsible for maintenance and enhancement of the City's telecommunication system. Software support for the City's current Cisco CallManager software version 10.5 ended October 1, 2020. An upgrade to the next supported software version requires the replacement of all telephony hardware (server, desk phones, conference phones, etc.).

The last time the City completed a largescale change-out of this equipment was more than a decade ago. The existing hardware has reached obsolescence and frequent failures in normal day to day operations are occurring.

Discussion:

In 2020, the City began assessing updating and upgrading the City's telephone system by examining a direct system replacement for our existing in-house system, as well as comparing various alternative phone systems with modern feature sets.

In collaboration with technology partner (TIG – Technology Integration Group), the City concluded there were three upgrade options: 1) A new in-house Cisco VOIP phone system; 2) A hosted VOIP phone system by 8*8; and 3) A hosted VOIP phone system by LogMeIn.

The price of Cisco's hardware (option 1), the annual hardware support, annual service, and the staff time required to maintain the on-premises system was much more costly than that of comparable hosted phone solutions. The hosted solutions also offer modern features including soft phone options on staff PCs and iPhones, integrated meetings/calendaring, automatic updates, included unlimited long distance & international calling (50+ countries), & an intuitive management interface that improves IT staff efficiency. Therefore, the scope was narrowed to options 2 and 3.

The compatibility of specialty equipment in existing City conference rooms, call center functionality (required for Utility Billing), and licensing structure played key roles in our decision to pursue the LogMeIn's GoToConnect (formerly Jive) product over the 8*8 offering. Additional features of GoToConnect are the Business Continuity devices (included in our

quote) that will allow internal calling within the city network in the event of internet outages and our licensing gives us GoToMeeting functionality for each of our licensed GoToConnect users. The system also provides: robust call analytics and logs; intuitive call reporting options; a software application that allows the user to use their computer, tablet or smartphone just like their desktop handset; and call center features such as automatic call back (callers can leave a phone number and the system automatically calls them back when an agent is available); supervisor dashboard (supervisor monitors real time call data like hold times or abandoned call rates and then can make adjustments on the fly like assigning agents where they are needed). The new handset phones will all have 1gig data ports, increasing the data speed by 10X from the existing phones when PC network connectivity is routed through them.

In August 2021, five demo phones were tested in the GoToConnect environment. The proof-of-concept experience was successful. The IT Team is very confident about the City shifting to a GoToConnect hosted phone system.

GoToConnect – by Sept. 30th	Hosted	\$59,615.96 – 1st year \$155,499.56 – 3-year commitment
GoToConnect – after Sept. 30th	Hosted	\$84,157.16 – 1 st year \$178,545.08 – 3-year commitment
8*8	Hosted	\$72,160.58 – 1 st year \$163,194.74 – 3-year commitment
Cisco	On-premises	\$154,328.00 – 1 st year \$241,048.00 – 3-year commitment

Fiscal Impact:

The one-time purchase of the GoToConnect compatible phone hardware for \$10,074.16 and the one-time setup cost of \$1,600 will be purchased in the current Fiscal Year (FY) 2021/22 budget. The 36-month service term begins no more than 3 months after accepting the proposal (estimated December 2021). The annual cost for the service is \$47,941.80. The total price of this item will be a total of \$155,499.56 over the course of the 36-month term.

Funding is available for the Telecommunication System through the IT Department's Electronic Equipment & Supplies, Software Maintenance, & Contractual Services funds.

The combined funds have \$85,000 in the FY 2021/22 budget. The FY 2021/22 expenditure for this item will be approximately \$59,615.96. The two fiscal years following will be approximately \$47,941.80 per year for this item (may fluctuate with staff growth).

Alternative Courses of Action:

1. Approve the contract and authorize the City Manager to enter into a contract with GoToConnect.
2. Request more information.
3. Do not approve the contract.

Recommendation / Suggested Motion:

"I move to approve a three-year contract with GoToConnect in an amount not to exceed \$155,499.56 and authorize the City Manager to sign the contract "



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STAFF REPORT

DATE: September 28, 2021
TO: City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Deborah McMahon, Planning Manager
SUBJECT: Grant acceptance from the Department of Land Conservation and Development: \$15,000 Planning Assistance Grant No. HA-23-165

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.

7.A: Promote quality development.

Report in Brief:

This item requests the City Council accept a \$15,000 Planning Assistance grant from the Department of Land Conservation and Development (DLCD) to support technical assistance associated with compliance with House Bill 2001 (i.e., Missing Middle Housing).

Background:

House Bill (HB) 2001 was passed in 2019 and the City is required to be compliant by July 1, 2022. HB 2001 is a complex law. Its intention is to expand the types of housing built in communities to advance goals related to density and affordability.

DLCD offers Planning Assistance grants to support the implementation and compliance with HB 2001. City staff successfully applied for a \$15,000 grant for this purpose. The DLCD grant will be supplemented with an additional \$10,000 of City funds for a total of \$25,000. The scope of the professional service will be an audit of the Development Code (Chapter 8) for HB 2001 compliance.

The grant agreement is attached and contains details related to the project.

Discussion:

The goal of the contract will be to have a consultant prepare a hearings-ready development code or recommendations for comprehensive plan and development code amendments to comply with the provisions of HB 2001, by June 30, 2022. The 'Middle Housing Code Update Project' will address barriers, the costs, and other work to align with HB 2001. The scope further includes public participation, updating of plans and codes, and development of architectural standards.

Since the passage of HB 2001, the City amended the Development Code (Chapter 8) in December 2020 to address certain provisions of the Bill. However, additional amendments to the Development Code are still necessary. As such, in early 2021, another amendment to the Development Code was initiated and the Urban Area Planning Commission (UAPC) has been working on the proposed changes. On October 19, 2021, a joint meeting between the City Council and UAPC will occur to review these changes and receive further direction from the Council.

Fiscal Impact:

The \$25,000 contract will be comprised of \$15,000 from the State grant and \$10,000 from the City, which was included in the Fiscal Year (FY) 2020/21 budget (Long Range Planning sub-fund: 22452-02-000-06-00-98 (Other Contractual Services)).

Alternative Courses of Action:

1. Accept the grant.
2. Do not accept the grant.
3. Take no action and request more information.

Recommendation / Suggested Motion:

"I move to accept the Department of Land Conservation and Development Planning Assistance Grant No. HA-23-165 and authorize the City Manager to sign the grant agreement."

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2021-2023 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT



AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: August 13, 2021	
Grantee City of Redmond 411 SW 9 th Street Redmond, OR 97756	Grant No. HA-23-165
Project Title: House Bill 2001 – Middle Housing Code Update	
Grantee Representative Deborah McMahon & John Roberts 541-923-7724 & 541-923-7750 deborah.mcmahon@redmondoregon.gov & john.roberts@redmondoregon.gov	DLCD Grant Manager Scott Edelman 541-306-8530 scott.edelman@dlcd.oregon.gov
GRANT AMOUNT: \$15,000	CLOSING DATE: June 30, 2022
Last day to amend agreement: March 1, 2022	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by September 30, 2021 (Project Requirement 8)

Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1: Project Kick-Off

Task 2: Code Audit and Code Concepts

Task 3: Draft Code Update

Task 4: Final Code Update

Task 5: Adoption

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2021-2023 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: HA-23-165

City of Redmond

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Redmond**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**
Attachment B: **DLCD Contact Names and Addresses**
Attachment C: **Request for Product Reimbursement Form and Instructions**
Attachment D: **Form 1, Notice of Proposed Change (35-day Notice)**
Attachment E: **Form 2, Notice of Adopted Change**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$15,000** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. **Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or

other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
- 9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
- 10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
- 11. **Ownership of Product(s).**
 - a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
 - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
 - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is

required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

- 13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or

the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

- 15. Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related

to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: City of Redmond

Grant No. HA-23-165

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

Grantor: State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager	Title Community Services Division Manager	Date
Gordon Howard		
Signature of DLCD Grant Program Manager		

PROJECT PURPOSE STATEMENT

The primary objective of this Project is to hire a consultant to prepare a hearings-ready development code or recommendations for comprehensive plan and development code amendments for the City of Redmond to comply with the provisions of House Bill 2001 (2019 Legislative Session) regarding middle housing by June 30, 2022. The City of Redmond Middle Housing Code Update Project will address barriers to development of middle housing, consistent with House Bill 2001, through public outreach and participation, updating of plans and codes, and development of architectural standards.

The purpose of the comprehensive plan and development code amendments is to provide residents with more housing choices, especially housing choices more people can afford. The City of Redmond will work to expand certain housing types, like duplexes, triplexes, quadplexes, and cottage cluster developments in residential zones in order to increase housing choice and supply. The City of Redmond will regulate siting and design of middle housing, provided the regulations do not discourage the development of middle housing types through unreasonable cost or delay.

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Selecting a consultant and contracting for consultant services;
- b. Overseeing consultant work described in this Project Description;
- c. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

Advisory Committees

The City of Redmond Planning Commission (PC) will be the primary advisory committee and serves as the community citizen involvement body. The PC will provide feedback on draft code amendments via work sessions and will attend public events to assist in public outreach. DLCD will provide feedback on statutory compliance with HB 2001.

Agency Role

DLCD will provide financial, administrative and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized.

Consultant Role

The Project will use consultant services to perform technical analysis related to HB 2001 Code Amendments. The consultant is expected to assist in public outreach and engagement and develop code recommendations and draft amendments to the comprehensive plan and development code. The consultant is expected to attend regular meetings of the PC and to assist local planning staff in presentations to planning commissions and elected officials.

Project Meeting Materials

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled PC meeting.

Project Schedule

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is June 30, 2022.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by September 30, 2021:
 - a. Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.

- b. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
9. Any final product must be proposed under Attachment D, Form 1, “Notice of Proposed Change,” at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, “Notice of Adoption” as set forth in ORS 197.615 and OAR 660-018-0040.
10. Grantee will consult closely with the DLCD Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
11. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report in detailing why the product was not adopted and a timeframe for the future adoption of the product.
12. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
13. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
14. Grantee will coordinate and provide notice to DLCD, Deschutes County, and any other agencies and organizations affected by HB 2001 code amendments of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
15. Grantee will consult with the DLCD Grant Manager and other agencies affected by HB 2001 code amendments in the development of Products and provide an opportunity for timely review of all draft Products.
16. Grantee will submit a written status report at the request of the DLCD Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C.
17. DLCD will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
18. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCD’s payment obligations under this Agreement are conditioned upon DLCD receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.

GIS Requirements

19. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile or geodatabase).
20. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/geo/Pages/standards.aspx>, "Oregon GIS Data Standards and Best Practices." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
21. DLCD may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCD may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCD owns as Product(s) under Grant Agreement Section 11.
22. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCD Grant Manager.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

The contract in Project Requirement 7 and the report in Project Requirement 8 in this Project Description and Budget will be submitted.

Pre-Task Timeline: By the dates specified in those requirements.

Pre-task report budget: \$0

Task 1: Project Kick-Off

The purpose of the project kick-off is for the Consultant to become familiar with City of Redmond conditions and planning documents, for the parties to confirm the objectives of the project and refine the project schedule, and for the City of Redmond to prepare for the Project. The Consultant will contact the City of Redmond via conference call, or in person, to inquire about establishing project expectations and familiarizing themselves with City-specific concerns. The Consultant will verify the action items identified through this initial conference call with the City of Redmond and will develop and share a proposed schedule for the actions required for the completion of all tasks.

Task 1 Products: Consultant: Summary of major tasks and action items for the Project, Proposed Project schedule | ***City:*** Copy of relevant comprehensive plan and code sections, or other relevant City data or documents

Task 1 Timeline: September 1, 2021 to October 1, 2021

Task 1 budget: \$1,500

Task 2: Code Audit and Code Concepts

The Consultant will review the City of Redmond's comprehensive Plan, zoning ordinance, and other land development documents and regulations to identify legal or policy issues related to residential development. This will include, but is not limited to, the Consultant determining whether the comprehensive Plan and zoning code contains:

- Standards permitting the development of middle housing in compliance with House Bill 2001 and adopted Administrative Rules (OAR-660-046 – currently in development)
- A clear and objective path for approval of residential development
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging needed housing, including middle housing, through unreasonable cost or delay
- Criteria or procedures related to application requirements, review, or appeal that may hinder development of needed housing, including middle housing

The City of Redmond will schedule and provide notice and an agenda for the Planning Commission meetings to present findings and recommendations of the code review. The Consultant will coordinate with the City of Redmond on meeting arrangements and facilitate the Planning Commission meetings.

The City of Redmond will schedule at least one public workshop or open house to present required middle housing elements based on statutes and administrative rules, code audit findings, and recommendations in the form of code concepts. The City of Redmond will solicit input from the public on proposed code concepts. The Consultant will coordinate with the City of Redmond on meeting arrangements and facilitate the public meeting(s).

Following the public workshop or open house, the Consultant, in consultation with the City of Redmond, will consider public input received and make any necessary revisions to the code concepts, if needed.

Task 2 Products: Consultant: Code Audit findings and recommendations (Code Concepts), Presentation materials to explain required middle housing elements, findings, and recommendations to the Planning Commission, the public, and interest groups, Planning Commission meeting notes, Public meeting summary | **City:** Planning Commission appointments, meeting notices, and agendas, Public meeting notice(s)

Task 2 timeline: October 1, 2021 to December 1, 2021

Task 2 budget: \$7,000

P1 – Interim Payment

Reimbursement **up to \$8,500** upon submittal of pre-task reports and the Product(s) listed in Tasks 1–2. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

Task 3: Draft Code Update

After review of the findings and recommendations of the code review with the Planning Commission at the first Commission meeting, the Consultant will prepare draft updates to the City of Redmond's zoning ordinance, development code, and comprehensive plan (if required), addressing issues identified in Task 1.

The City of Redmond will schedule and provide notice and an agenda for a Planning Commission meeting to review the draft code update deliverables. The Consultant will coordinate with the City of Redmond on meeting arrangements and facilitate the Planning Commission meeting.

Task 3 Products: Consultant: Draft updates to the zoning ordinance, development code, and comprehensive plan (if required), Presentation materials to explain draft updates to the Planning Commission, the public, and interest groups, Planning Commission meeting notes | **City:** Planning Commission meeting notices and agendas

Task 3 timeline: December 1, 2021 to February 1, 2022

Task 3 budget: \$4,000

Task 4: Final Code Update

After review of the code update with the Planning Commission at a second Commission meeting, the Consultant will prepare final draft concepts showing where changes need to be made to the City of Redmond's zoning ordinance, development code, and comprehensive plan (if required), addressing issues identified in Task 2. The final draft document will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing code language; and clean text, in a format suitable for adoption.

The City of Redmond will schedule and provide notice and an agenda for one Planning Commission meeting to review the final code update deliverables. The Consultant will coordinate with the City of Redmond on meeting arrangements and facilitate the Planning Commission meeting.

Task 4 Products: Consultant: Final draft updates to the zoning ordinance, development code, and comprehensive plan (if required), Presentation materials to explain final draft updates to the Planning Commission, the public, and interest groups, Planning Commission meeting notes | **City:** Planning Commission meeting notices and agendas

Task 4 timeline: February 1, 2022 to May 1, 2022

Task 4 budget: \$2,500

Task 5: Adoption

The City of Redmond will schedule and provide notice and an agenda for hearings to adopt updates to the City of Redmond's zoning ordinance, development codes, and comprehensive plan (if required). The Consultant will coordinate with the City of Redmond on hearing arrangements and present updates to the City Council.

Task 5 Products: Consultant: Presentation materials to explain final draft updates to the City Council | **City:** Hearings notices, agendas, and minutes

Task 5 timeline: May 1, 2022 to June 30, 2022

Task 5 budget: \$0

FP – Final Payment

Reimbursement of **up to \$6,500** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 3 & 4. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than June 30, 2022.**

Budget Summary

Task 1 – Project Kick-Off	\$1,500
Task 2 – Code Audit and Code Concepts	\$7,000
Task 3 – Draft Code Update	\$4,000
Task 4 – Final Code Update	\$2,500
Task 5 – Adoption	\$0
TOTAL	\$15,000

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Scott Edelman
Central Regional Solutions Center
1011 SW Emkay Drive, Suite 108
Bend, OR 97702

Mobile: 541-306-8530

E-mail: scott.edelman@dlcd.oregon.gov

Housing Team Support Staff:

Sean Edging
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Office: 971-375-5362

Email: sean.edging@dlcd.oregon.gov

OR

Grant Program Manager:

Gordon Howard
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-856-6935

E-mail: gordon.howard@dlcd.oregon.gov

Payment requests should be sent to:

Grants Administrative Specialist

Angela Williamson
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 971-345-1987

E-mail: DLCD.GFGrant@dlcd.oregon.gov

**Department of Land Conservation and Development (DLCD)
2021-2023 Request for Interim Reimbursement / Final Closeout**

Grantee Name City of Redmond		Grant No. assigned by DLCD HA-23-165		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: June 30, 2022		Period covered by this Payment From:	
DLCD Grant Expenditures		DLCD Grant Expenditures		DLCD Grant Expenditures	
Transactions		Previously Reported		This Payment	
				Cumulative	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. Total (add lines 1–4)					
Local Contributions (if applicable)					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6–9)					
11. Payment requested (from line 5)		DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE	
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<u>DLCD CERTIFICATION</u>			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2021-2023 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
 - **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
 - **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
 - **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
 - **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov, or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-345-1987) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
Department of Land Conservation and Development
635 Capitol St. NE Suite 150
Salem, OR 97301



**NOTICE OF A PROPOSED CHANGE
TO A COMPREHENSIVE PLAN OR
LAND USE REGULATION**
FORM 1

Attachment D

FOR DLCD USE

File No.:

Received:

Local governments are required to send notice of a proposed change to a comprehensive plan or land use regulation **at least 35 days before the first evidentiary hearing**. (See [OAR 660-018-0020](#) for a post-acknowledgment plan amendment and [OAR 660-025-0080](#) for a periodic review task). The rules require that the notice include a completed copy of this form.

Jurisdiction:

Grant No.:

Local file no.:

Please check the type of change that best describes the proposal:

- ☐ **Urban growth boundary (UGB) amendment** including more than 50 acres, by a city with a population greater than 2,500 within the UGB
- ☐ **UGB amendment** over 100 acres by a metropolitan service district
- ☐ **Urban reserve designation**, or amendment including over 50 acres, by a city with a population greater than 2,500 within the UGB
- ☐ **Periodic review task** – Task no.:
- ☐ **Any other change** to a comp plan or land use regulation (e.g., a post-acknowledgement plan amendment)

Local contact person (name and title):

Phone: E-mail:

Street address: City: Zip:

Briefly summarize the proposal in plain language. Please identify all chapters of the plan or code proposed for amendment (maximum 500 characters):

Date of first evidentiary hearing:

Date of final hearing:

- ☐ This is a revision to a previously submitted notice. Date of previous submittal:

Check all that apply:

- ☐ Comprehensive Plan text amendment(s)
- ☐ Comprehensive Plan map amendment(s) – Change from to
Change from to
- ☐ New or amended land use regulation
- ☐ Zoning map amendment(s) – Change from to
Change from to
- ☐ An exception to a statewide planning goal is proposed – goal(s) subject to exception:
- ☐ Acres affected by map amendment:

Location of property, if applicable (site address and T, R, Sec., TL):

List affected state or federal agencies, local governments and special districts:

NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

1. Except under certain circumstances,¹ proposed amendments must be submitted to DLCD's Salem office at least 35 days before the first evidentiary hearing on the proposal. The 35 days begins the day of the postmark if mailed, or, if submitted by means other than US Postal Service, on the day DLCD receives the proposal in its Salem office. **DLCD will not confirm receipt of a Notice of a Proposed Change unless requested.**

2. A Notice of a Proposed Change must be submitted by a local government (city, county, or metropolitan service district). DLCD will not accept a Notice of a Proposed Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of a Proposed Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 1 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist
Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to plan.amendment@dlcd.oregon.gov with the subject line "Notice of Proposed Amendment."

Submittals may also be uploaded to DLCD's FTP site at <https://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 1 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of a Proposed Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or.xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or plan.amendments@dlcd.oregon.gov.

6. **Text:** Submittal of a Notice of a Proposed Change for a comprehensive plan or land use regulation text amendment must include the text of the amendment and any other information necessary to advise DLCD of the effect of the proposal. "Text" means the specific language proposed to be amended, added to, or deleted from the currently acknowledged plan or land use regulation. A general description of the proposal is not adequate. The notice may be deemed incomplete without this documentation.

7. **Staff report:** Attach any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained.

8. **Local hearing notice:** Attach the notice or a draft of the notice required under ORS 197.763 regarding a quasi-judicial land use hearing, if applicable.

9. **Maps:** Submittal of a proposed map amendment must include a map of the affected area showing existing and proposed plan and zone designations. A paper map must be legible if printed on 8½" x 11" paper. Include text regarding background, justification for the change, and the application if there was one accepted by the local government. A map by itself is not a complete notice.

10. **Goal exceptions:** Submittal of proposed amendments that involve a goal exception must include the proposed language of the exception.

¹ 660-018-0022 provides:

- (1) When a local government determines that no goals, commission rules, or land use statutes apply to a particular proposed change, the notice of a proposed change is not required [a notice of adoption is still required, however]; and
- (2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review such that the local government cannot submit the proposed change consistent with the 35-day deadline, the local government may submit the proposed change to the department as soon as practicable. The submittal must include a description of the emergency circumstances.

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail plan.amendments@dlcd.oregon.gov.

Notice checklist. Include all that apply:

- ☐ Completed Form 1
- ☐ The text of the amendment (e.g., plan or code text changes, exception findings, justification for change)
- ☐ Any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained
- ☐ A map of the affected area showing existing and proposed plan and zone designations
- ☐ A copy of the notice or a draft of the notice regarding a quasi-judicial land use hearing, if applicable
- ☐ Any other information necessary to advise DLCD of the effect of the proposal

DLCD FORM 2



NOTICE OF ADOPTED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION

FOR DLCD USE

File No.:

Received:

Local governments are required to send notice of an adopted change to a comprehensive plan or land use regulation **no more than 20 days after the adoption.** (See [OAR 660-018-0040](#)). The rules require that the notice include a completed copy of this form. **This notice form is not for submittal of a completed periodic review task or a plan amendment reviewed in the manner of periodic review.** Use [Form 4](#) for an adopted urban growth boundary including over 50 acres by a city with a population greater than 2,500 within the UGB or an urban growth boundary amendment over 100 acres adopted by a metropolitan service district. Use [Form 5](#) for an adopted urban reserve designation, or amendment to add over 50 acres, by a city with a population greater than 2,500 within the UGB. Use [Form 6](#) with submittal of an adopted periodic review task.

Jurisdiction:

Grant No.

Local file no.:

Date of adoption:

Date sent:

Was Notice of a Proposed Change (Form 1) submitted to DLCD?

☐ Yes: Date (use the date of last revision if a revised Form 1 was submitted):☐ NoIs the adopted change different from what was described in the Notice of Proposed Change? ☐ Yes ☐ No

If yes, describe how the adoption differs from the proposal:

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY**For a change to comprehensive plan text:**

Identify the sections of the plan that were added or amended and which statewide planning goals those sections implement, if any:

For a change to a comprehensive plan map:

Identify the former and new map designations and the area affected:

Change from to . acres. ☐ A goal exception was required for this change.Change from to . acres. ☐ A goal exception was required for this change.Change from to . acres. ☐ A goal exception was required for this change.Change from to . acres. ☐ A goal exception was required for this change.

Location of affected property (T, R, Sec., TL and address): .

☐ The subject property is entirely within an urban growth boundary☐ The subject property is partially within an urban growth boundary

If the comprehensive plan map change is a UGB amendment including less than 50 acres and/or by a city with a population less than 2,500 in the urban area, indicate the number of acres of the former rural plan designation, by type, included in the boundary.

Exclusive Farm Use – Acres:

Non-resource – Acres:

Forest – Acres:

Marginal Lands – Acres:

Rural Residential – Acres:

Natural Resource/Coastal/Open Space – Acres:

Rural Commercial or Industrial – Acres:

Other: – Acres:

If the comprehensive plan map change is an urban reserve amendment including less than 50 acres, or establishment or amendment of an urban reserve by a city with a population less than 2,500 in the urban area, indicate the number of acres, by plan designation, included in the boundary.

Exclusive Farm Use – Acres:

Non-resource – Acres:

Forest – Acres:

Marginal Lands – Acres:

Rural Residential – Acres:

Natural Resource/Coastal/Open Space – Acres:

Rural Commercial or Industrial – Acres:

Other: – Acres:

For a change to the text of an ordinance or code:

Identify the sections of the ordinance or code that were added or amended by title and number:

For a change to a zoning map:

Identify the former and new base zone designations and the area affected:

Change from to . Acres:

Change from to . Acres:

Change from to . Acres:

Change from to . Acres:

Identify additions to or removal from an overlay zone designation and the area affected:

Overlay zone designation: . Acres added: . Acres removed:

Location of affected property (T, R, Sec., TL and address):

List affected state or federal agencies, local governments and special districts:

Identify supplemental information that is included because it may be useful to inform DLCD or members of the public of the effect of the actual change that has been submitted with this Notice of Adopted Change, if any. If the submittal, including supplementary materials, exceeds 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

1. A Notice of Adopted Change must be received by DLCD no later than 20 days after the ordinance(s) implementing the change has been signed by the public official designated by the jurisdiction to sign the approved ordinance(s) as provided in [ORS 197.615](#) and [OAR 660-018-0040](#).

2. A Notice of Adopted Change must be submitted by a local government (city, county, or metropolitan service district). DLCD will not accept a Notice of Adopted Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of Adopted Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 2 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist
Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

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<https://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>

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6. **Content:** An administrative rule lists required content of a submittal of an adopted change ([OAR 660-018-0040\(3\)](#)). By completing this form and including the materials listed in the checklist below, the notice will include the required contents.

Where the amendments or new land use regulations, including supplementary materials, exceed 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

7. Remember to notify persons who participated in the local proceedings and requested notice of the final decision. ([ORS 197.615](#))

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail plan.amendments@dlcd.oregon.gov.

Notice checklist. Include all that apply:

- ☐ Completed Form 2
- ☐ A copy of the final decision (including the signed ordinance(s)). This must include city *and* county decisions for UGB and urban reserve adoptions
- ☐ The findings and the text of the change to the comprehensive plan or land use regulation
- ☐ If a comprehensive plan map or zoning map is created or altered by the proposed change:
 - ☐ A map showing the area changed and applicable designations, and
 - ☐ Electronic files containing geospatial data showing the area changed, as specified in [OAR 660-018-0040\(5\)](#), if applicable
 - ☐ Any supplemental information that may be useful to inform DLCD or members of the public of the effect of the actual change



CITY OF REDMOND

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

STAFF REPORT

DATE: September 28, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
Dave Tarbet, Police Chief
FROM: Jonny Dickson, Sergeant
SUBJECT: Oregon Department of Transportation High Visibility Overtime Enforcement Grant Acceptance: \$21,500.

Addresses Council Goal:

1. Sustain Operations
- C. Explore opportunities to augment revenues to support existing operations
- ii) Seek grant funding offered through various state and federal programs

Report in Brief:

This item requests City Council accept \$21,500 in grant monies from the State of Oregon for ongoing efforts to enforce seat belt, DUII, Speed, & Distracted Driving laws through high visibility and enhanced patrols.

Background:

In July 2021, the Redmond Police Department (RPD) applied for traffic enforcement grants through the Oregon Department of Transportation (ODOT). These ongoing grant monies are used to provide overtime traffic enforcement on a year-round basis.

Discussion:

RPD has been notified by ODOT that our application has been approved for \$21,500 in High Visibility Overtime Enforcement Grants. Accepting this grant allows the RPD to continue placing additional officers on our roadways to encourage transportation safety through education and enforcement. This grant follows the Federal fiscal year: October 1, 2021, through September 30, 2022.

Fiscal Impact:

There is no direct fiscal impact. The purpose of the grant is to increase the number of hours officers can bill towards traffic law enforcement such as DUIs, speeding and other traffic infractions. The in-kind match requirement is already built into the standard routines / costs of the RPD.

Alternative Courses of Action:

1. Accept the grant.
2. Do not accept the grant.
3. Request more information.

Recommendation / Suggested Motion:

"I move to accept the Oregon Department of Transportation High Visibility Overtime Enforcement grant in the amount of \$21,500 and authorize the City Manager sign the grant documents."



Oregon

Kate Brown, Governor

Department of Transportation
Driver and Motor Vehicle Services -
Transportation Safety Office
4040 Fairview Industrial Drive SE MS#3
Salem, OR 97302-1142
Phone: (503) 986-3883

7/15/2021

Congratulations!

The Redmond Police Department has been awarded \$21,500 in High Visibility Overtime Enforcement grant(s) from the Oregon Department of Transportation – Transportation Safety Office (TSO) for the FFY2022 grant year (October 1, 2021 – September 30, 2022). **This includes those overtime grants that are managed by both Oregon Impact (OI) and ODOT TSO.**

If you would like to accept some or all of these overtime grants, please submit your reply to this email TSDHVEGrant@odot.state.or.us acknowledging the grants your agency accepts **and the grant amount per each award** by close of business, **Friday, August 6, 2021**. Your agency's TSO Grant Manager[s], and/or OI will send you the Project Agreement paperwork to finalize each award.

Program Area: Impaired Driving Enforcement

Grant Name: Impaired Driving OT Enforcement

Award Amount: \$ 5,000

Grant Manager: Yvonne McNeil, Oregon Impact

Accept Award ☒ Decline Award ☐

Program Area: Speed Enforcement

Grant Name: Speed OT Enforcement

Award Amount: \$ 4,500

Grant Manager: Kristin Twenge, ODOT TSD

Accept Award ☒ Decline Award ☐

Program Area: Safety Belts/Child Passenger Safety Enforcement

Grant Name: Safety Belt/Child Passenger Safety OT Enforcement

Award Amount: \$ 5,000

Grant Manager: Kelly Mason, ODOT TSD

Accept Award ☒ Decline Award ☐

Program Area: Pedestrian Safety Enforcement

Grant Name: Pedestrian OT Enforcement

Award Amount: \$

Grant Manager: Yvonne McNeil, Oregon Impact

Accept Award ☐ Decline Award ☐

Program Area: Distracted Driving Enforcement

Grant Name: Distracted Driving OT Enforcement

Award Amount: \$ 7,000

Grant Manager: Yvonne McNeil, Oregon Impact

Accept Award ☒ Decline Award ☐

This letter is a notification only, and not the grant project agreement. Additional paperwork and signatures are needed before execution; **i.e., do not conduct any billable work on these projects until you receive an actual executed grant agreement from either TSO and/or Oregon Impact (depending on the type of grant awarded)**. Otherwise, you will not be reimbursed for that work.

If you have any questions or need more information, please contact TSO's Grant Assistant, Naomi Dwyer at 503-949-8914 or at TSDHVEGrant@odot.state.or.us

We look forward to partnering with you this year on such an important life-saving program, and thank you for all that you do.

Sincerely,



Traci Pearl
Transportation Safety Office



CITY OF REDMOND

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411 SW 9th STREET
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FAX: 541.548.0706
info@redmondoregon.gov
redmondoregon.gov

STAFF REPORT

DATE: September 28, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Chuck Arnold, Economic Development/Urban Renewal Program Manager
SUBJECT: Special Events Policy

Addresses Council Goal:

1. SUSTAIN OPERATIONS. Biii: Take continual steps to make City services more user/business friendly.
4. ECONOMIC DEVELOPMENT. C: Maintain Redmond's reputation as "the place to do business in Central Oregon".

Report in Brief:

This item responds to the City Council's request to have a worksession regarding the 2014 policy governing the closure of 5th and 6th Streets for special events; to articulate the experiences of that policy over the past seven years, the changing environment in downtown, and to engage the City Council about whether any changes or updates should occur.

Background:

In 2013, City Council appointed a stakeholder committee to evaluate and determine a process for closing 5th and 6th Streets in downtown Redmond. The committee was chaired by then City Councilor Joe Centanni and included representation from businesses, property owners, the Redmond Chamber of Commerce, and others.

At that time, similar to today, there were concerns about under what conditions/events 5th or 6th Streets would be closed and the impacts of the closures in relation to the events that used those streets.

In 2014, City Council accepted the work of the committee and changes were made to City Code and adopted into a policy.

Key tenets of the policy include:

- Concurrence around what events can cause the closure of 5th/6th Streets without Council approval (traditional parades).
- Set forth a process where City Council would approve other closures of 5th/6th Streets, in part to allow concerned parties to testify before the Council and to increase community awareness of closures.
- An evaluation of street closures requests with a strong emphasis around who benefits or may be adversely impacted.
- A limitation of no more than two closures within a 30-day period.
- Increased responsibility of the event organizer to manage logistics and communicate the closure to all impacted businesses in advance of the Council action.
- Other items.

Discussion:

At the time the policy was created, downtown was very different.

The Redmond Hotel, the Odem Theater, the 'North' District (Proust Coffee, Vault Taphouse, Grace N Hammer Pizza, Westside Tacos, and other businesses) were not in existence. This is a small example of the changes that have occurred from Dogwood Avenue south to Forest Avenue.

Meanwhile, businesses such as Sears are no longer operating.

Overall, the number of business licenses has increased 76% since 2013.

During the last eight years, business licenses in the downtown have increased approximately 76%. Not surprising, vehicular traffic has also increased around 20% in the downtown.

This change in the environment has brought new stakeholders who have varying opinions around the special events. The increase in commerce of any given event varies from business to business - as should be expected.

At the worksession, staff will provide City Council with information around the following special event related variables:

- 1) What is currently working well: Events draw people to downtown streets, downtown provides a large, visible event space, and events can significantly increase business.
- 2) What could be improved: event notification, engagement of and access to businesses.
- 3) What closure alternatives are available: Centennial Park, alleys, other downtown streets.

For purposes of discussion, the City Council is encouraged to think about the following possible alternatives for a policy governing the closure of 5th or 6th Streets:

- Should either or both streets be de-emphasized for any events beyond the traditional parades (4th of July, Veteran's and the Starlight Parades)?
- Should closures of some east/west streets serving as connectors for 5th and 6th be closure venues?
- Should any other events be added to the list of 'traditional' events (such as the Halloween/trick or treating event which is an annual closure currently requiring Council approval)?

These, and other questions/alternatives raised by City Council may also benefit by providing opportunities for stakeholder input at a future Council worksession.

Fiscal Impact:

There is no fiscal impact.

Alternative Courses of Action:

No formal action is requested at this meeting.

Recommendation / Suggested Motion:

N/A

CITY OF REDMOND	
SPECIAL EVENTS	NUMBER: CD 101
EFFECTIVE DATE: MARCH 11, 2014	APPROVAL: CITY MANAGER

OVERVIEW

The City of Redmond values special events as a means of bringing people together to enrich lives and strengthen our community through commerce, arts, sports, culture and more.

A Special Event is an organized activity, such as a parade, race, street fair, athletic event, etc. that require the exclusive use of public right of ways or city-owned property.

The City of Redmond regulates these types of events to ensure the safety of the event participants and the general public, to mitigate the impact to the community in terms of traffic circulation and access to properties and businesses, and to minimize inconvenience to the general public, surrounding neighborhoods and disruption of public services.

PURPOSE

The purpose of this policy is to provide a framework for decision-making relative to the approval of street closures for special events.

Traditional Events (as referenced in City Code) which may use 5th and/or 6th and do not require approval from City Council to use/close these streets include:

4th of July Parade
 Deschutes County Fair Parade
 Veterans Day Parade
 Holiday Parade
 Redmond School District Noise Parades

This Policy was adopted by the City Council of Redmond, Oregon March 11, 2014.

SCOPE

This policy applies to all persons requesting the use of any public right-of-way for special events, except for those streets designated as festival streets in the Redmond City Code.

PROCEDURES

When considering the approval of a street closure for a special event, the City Council should host a public hearing and consider:

- Who benefits or is adversely impacted from the event – business frontage, general community, special event organizer.

- The opportunities/benefits (increased pedestrian traffic; increased exposure, etc.) and impacts (restricted or reduced access, etc.) to the general area where the event is being held.
- Whether or not there is another event with a scheduled street closure on the same street or in the same general area during the same month.
- If at all possible, avoid closing 5th or 6th streets more than twice a month; avoid closures on consecutive weekends; and aside from use of designated Festival Streets, avoid street closures which affect the same general area.
- The anticipated attendance of the event.
- Suggested minimum attendance for street closure durations are recommended per the following:
 - If the event is between 4 – 12 hours, then at least 500 people should be expected.
 - If the event is between 12 – 24 hours, then at least 1000 people should be expected.
 - If the event is greater than 24 hours, then at least 2500 people should be expected.
- Whether or not the event is for a non-profit organization or for a private commercial organization and the overall community benefit of the event.
- All permit requirements, in accordance with the City Manager's discretion, by the Redmond City Code have been met.



POLICY DISCUSSION

SPECIAL EVENTS & STREET CLOSURES DOWNTOWN

REDMOND CITY COUNCIL

SEPTEMBER 28, 2021 DUMMY text of the printing.

SLIDE / 1

TOPICS

- Policy History
- Current Policy / Closures
- Redmond Then & Now 2013 - 2021
- Lessons Learned / Emerging Issues
- Alternatives to 5th & 6th
- Potential Modifications





Policy History

Adopted 2014

Input from:

- **Downtown Business Owners**
- **Council Member**
- **Redmond Chamber Director**
- **Redmond Area Parks & Rec Director**



2014 Policy

Purpose and Intent – Council Involvement and Stakeholder Awareness of Closures

- Clarify what events can close 5th/6th without Council action (4th of July, Veterans, Starlight parades)
- All other closures of 5th/6th require City Council hearing
- Evaluate closures with a strong emphasis around who benefits or may be adversely impacted.
- Limit closures to no more than two within a 30-day period.
- Increased responsibility on organizers (logistics and communication in advance of the Council action).

Redmond Then & Now 2013 - 2021

	<u>2013</u>	<u>2021</u>	<u>% Change</u>
Population	26,000	33,000	+ 22%
Daily Traffic (Hwy. 97)	21,000	25,000	+ 19%
Downtown Businesses	50	88	+ 76%
# Of Closures	8	6	- 25%



Lessons Learned / Emerging Issues

WHAT WORKS WELL:

- Large Event Space
- Visibility
- Bring People Downtown



IMPROVE:

- Event notification
- Business Involvement
- Access to businesses

ALTERNATIVES:

- Centennial Park
- Alleys
- East/West Streets
- Other Locations



Alternatives to 5th and 6th Street Closures



Centennial Park
Doubled in size since 2014



Alternatives to 5th & 6th Street Closures



Alleys



Alternatives to 5th & 6th Street Closures



East/West Streets



INITIAL ITEMS FOR DISCUSSION:

Should either or both streets be de-emphasized for any events beyond the traditional parades (4th of July, Veteran's and the Starlight Parades)?

Should closures of some east/west streets serving as connectors for 5th and 6th be closure venues?

Should any other events be added to the list of 'traditional' events (such as the Halloween/trick or treating event which is an annual closure currently requiring Council approval)?

***PROVIDE OPPORTUNITIES FOR STAKEHOLDER INPUT AT A FUTURE COUNCIL WORKSESSION.**

QUESTIONS?





City of Redmond - Financial Overview

4Q FY20/21
(Preliminary / Un-Audited)

Key Financial Highlights

- * Operating expenses were substantially lower than budget (year-end = 93%, prior 5 year average = 95%)
- * General Operating Funds increased fund balance in 20/21 (+\$1.6M vs. -\$1.4 budget):
 - * 20/21 Budget: Uncertainty on COVID-19 impacts, conservative revenue estimates, cautious on expenditures
 - * Main Drivers: Property Taxes +\$449k, DURD revenue sharing +\$448k, Federal Relief for "Lost" Gas Tax +\$459k, State Shared Revenues +\$342k, Operating Expenses \$1.0M less than budget (94% spent)
- * Development revenues (Permits, SDCs) were strong in 20/21, on par or higher than 19/20
- * Airport is financially stable w/ CARES funding (\$5.6m in 20/21), but passenger activity was 80% of bgt.
- * Golf Fund was \$226k positive in 20/21 boosting the operating contingency for 21/22

Operating Financial Performance by Department (\$ in Millions)

General

Expenditures / Budget:	97%		
Operating Revenues / Budget:	103% Property Taxes at 104% of budget		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 1.151	\$ 1.842	\$ 0.252
Sub-Fund Balance:	\$ 3.317	\$ 4.008	\$ 2.502

Police

Expenditures / Budget:	94%		
Operating Revenues / Budget:	99%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ (0.030)	\$ (0.080)	\$ (0.544)
Sub-Fund Balance:	\$ 2.407	\$ 2.357	\$ 1.845

* Personnel -\$458k (95% spent)

Public Works

Transportation

Expenditures / Budget:	99%		
Operating Revenues / Budget:	107% * Gas Tax Sharing at 109%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ (0.395)	\$ (0.505)	\$ (0.784)
Sub-Fund Balance:	\$ 1.336	\$ 1.227	\$ 0.950

* PW Bond Payoff = \$738k

Parks & Facilities

Expenditures / Budget:	92%		
Operating Revenues / Budget:	103%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.133	\$ 0.133	\$ (0.125)
Sub-Fund Balance:	\$ 0.582	\$ 0.582	\$ 0.313

* PW Bond Payoff = \$343k

Water

Expenditures / Budget:	95%		
Operating Revenues / Budget:	106% * Water Sales at 108% (higher pop. growth & useage)		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ (0.491)	\$ (0.491)	\$ (1.277)
Sub-Fund Balance:	\$ 3.383	\$ 3.383	\$ 2.701

* Meters Replaced = \$417k
2010 Bond Payoff = \$361k

Wastewater

Expenditures / Budget:	92%		
Operating Revenues / Budget:	104%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.470	\$ 0.470	\$ (0.239)
Sub-Fund Balance:	\$ 3.659	\$ 3.659	\$ 2.932

* PW Bond Payoff = \$245k

Stormwater

Expenditures / Budget:	94%		
Operating Revenues / Budget:	104%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.069	\$ 0.069	\$ (0.111)
Sub-Fund Balance:	\$ 0.451	\$ 0.451	\$ 0.244

* PW Bond Payoff = \$135k

Engineering

Expenditures / Budget:	100%		
Operating Revenues / Budget:	113% * Development Revenues at 158%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ (0.050)	\$ (0.050)	\$ (0.245)
Sub-Fund Balance:	\$ 0.467	\$ 0.467	\$ 0.280

Key Statistics (\$ in Millions)

Property Tax (PT) Collections

FY20/21 (Current)	\$ 10.671
FY20/21 (Projection)	\$ 10.671
FY20/21 (Budget)	\$ 10.222
FY19/20	\$ 9.837
FY18/19	\$ 9.093
FY17/18	\$ 8.557

Franchise Fees

FY20/21 (Current)	\$ 3.815
FY20/21 (Projection)	\$ 3.815
FY20/21 (Budget)	\$ 3.837
FY19/20	\$ 3.540
FY18/19	\$ 3.505
FY17/18	\$ 3.419

State Shared Revenues

FY20/21 (Current)	\$ 3.568
FY20/21 (Projection)	\$ 3.426
FY20/21 (Budget)	\$ 3.084
FY19/20	\$ 2.987
FY18/19	\$ 2.956
FY17/18	\$ 2.567

General Operating Fund (GOF) Balance

FY20/21 (Current)	\$ 8.477
FY20/21 (Projection)	\$ 8.774
FY20/21 (Budget)	\$ 5.841
FY19/20	\$ 7.173
FY18/19	\$ 6.634
FY17/18	\$ 6.663

Gen. Op. Fund (GOF) Balance Change

FY20/21 (Current)	\$ 1.304
FY20/21 (Projection)	\$ 1.602
FY20/21 (Budget)	\$ (1.391)
FY19/20	\$ 0.538
FY18/19	\$ (0.029)
FY17/18	\$ 0.314

Water Sales

FY20/21 (Current)	\$ 6.743
FY20/21 (Projection)	\$ 6.743
FY20/21 (Budget)	\$ 6.221
FY19/20	\$ 6.046
FY18/19	\$ 6.164
FY17/18	\$ 5.851

Sewer Sales

FY20/21 (Current)	\$ 5.904
FY20/21 (Projection)	\$ 5.904
FY20/21 (Budget)	\$ 5.748
FY19/20	\$ 5.611
FY18/19	\$ 5.369
FY17/18	\$ 5.108

Finance/Budget Contact:

Jason Neff
541.923.7729
jason.neff@redmondoregon.gov

Operating Financial Performance by Department Cont. (\$ in Millions)

Airport

Expenditures / Budget:	87%			
Operating Revenues / Budget:	89%	* Parking at 62%, PFCs at 90%		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 4.157	\$ 4.418	\$ 3.686	Parking -\$1.5m vs. bgt.
Sub-Fund Balance:	\$ 17.347	\$ 17.608	\$ 15.845	CARES funding = \$5.6m

CDD

Operations

Expenditures / Budget:	95%			
Operating Revenues / Budget:	140%	* Business Licenses at 139%		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.451	\$ 0.217	\$ (0.055)	
Sub-Fund Balance:	\$ 0.667	\$ 0.433	\$ 0.173	

Building

Expenditures / Budget:	96%			
Operating Revenues / Budget:	152%			
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 1.119	\$ 1.119	\$ 0.065	
Sub-Fund Balance:	\$ 4.013	\$ 4.013	\$ 2.997	* 23 months of operating exp.

Current Planning

Expenditures / Budget:	87%			
Operating Revenues / Budget:	163%			
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.136	\$ 0.136	\$ (0.154)	
Sub-Fund Balance:	\$ 0.799	\$ 0.799	\$ 0.485	* 17 months of operating exp.

Long Range Planning

Expenditures / Budget:	76%			
Operating Revenues / Budget:	120%	* LR Planning Surcharge at 179%		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ (0.006)	\$ (0.006)	\$ (0.134)	
Sub-Fund Balance:	\$ 0.167	\$ 0.167	\$ 0.058	

Golf

Expenditures / Budget:	92%			
Operating Revenues / Budget:	100%	* Golf rounds at 107% of bgt., year-over-year Golf rev. +28%		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.226	\$ 0.226	\$ 0.010	
Sub-Fund Balance:	\$ 0.274	\$ 0.274	\$ 0.010	* 54 days of operating exp.

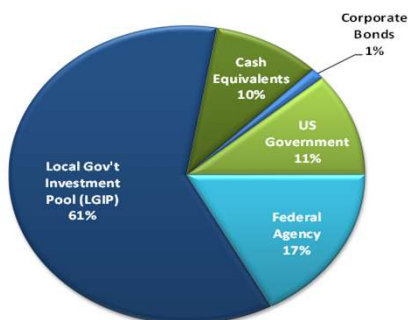
Infrastructure Maintenance Expenditures (\$ in Millions)

	YTD	YTD/Budget	YE Proj.	Proj/Budget	YE Budget
Transportation	\$ 1.062	66%	\$ 1.062	66%	\$ 1.617
Water	\$ 0.162	29%	\$ 0.162	29%	\$ 0.558
Wastewater	\$ -	0%	\$ -	0%	\$ 0.030
Stormwater	\$ 0.340	45%	\$ 0.340	45%	\$ 0.758

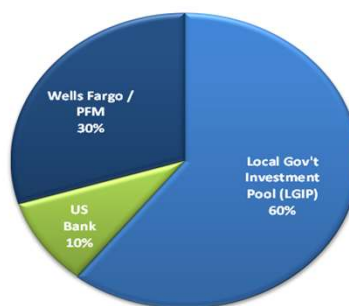
Cash & Investments Summary (excludes \$17.4m in bond proceeds)

Total Cash & Investments	\$77.5M	Rate of Return (trailing 12 months)	
Weighted Maturity	7 months	Wells Fargo / PFM Asset Mgmt.	
Weighted Credit Quality	AAA	Local Gov't. Investment Pool (LGIP)	

Diversification



Accounts



Key Statistics (Cont.)

Passenger Facility Charges

FY20/21 (Current)	\$ 1.236
FY20/21 (Projection)	\$ 1.236
FY20/21 (Budget)	\$ 1.374
FY19/20	\$ 1.484
FY18/19	\$ 1.797
FY17/18	\$ 1.579

Planning Permit Revenue

FY20/21 (Current)	\$ 0.465
FY20/21 (Projection)	\$ 0.465
FY20/21 (Budget)	\$ 0.244
FY19/20	\$ 0.369
FY18/19	\$ 0.475
FY17/18	\$ 0.424

Expenditures (Excl. URA)

FY20/21 (Current)	\$ 99.0
FY20/21 (Budget)	\$ 133.2
FY19/20	\$ 92.7
FY18/19	\$ 107.3
FY17/18	\$ 79.5

Debt Service Coverage Ratio

General Operating	6.58
Water	4.14
Wastewater	2.51
Airport	0.79

Long-Term Debt

FY20/21	\$ 88.2
FY19/20	\$ 93.1
FY18/19	\$ 78.8
FY17/18	\$ 80.6
FY16/17	\$ 81.5

Moody's Credit Ratings

FFCO (2/19)	Aa3
Water Rev (10/18)	Aa3

Cash/Investment Balances*

US Bank (cash)	\$ 7.5
LGIP (investments)	\$ 47.0
Wells Fargo (investments)	\$ 23.1
TOTAL	\$ 77.5

*excludes \$17.4m of bond proceeds

Assessed Value Growth (General)

FY20/21	8.5%
FY19/20	8.1%
FY18/19	6.1%
FY17/18	7.8%

Property Tax Base

Maximum Assessed	\$ 2,778
Real Mkt Value	\$ 4,795
MAV / RMV	58%

City/Citizen PT Rate / \$1,000

FY20/21	\$4.41 / \$18.20
FY19/20	\$4.41 / \$17.93
FY18/19	\$4.41 / \$18.01
FY17/18	\$4.41 / \$18.10



CITY OF REDMOND

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STAFF REPORT

DATE: September 28, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: John Roberts, Deputy City Manager
SUBJECT: Ordinance #2021-09 - An ordinance amending the Redmond City Code Chapter 5, adding a Safe Parking Program and Vehicle Camping section as a means to help address homelessness and declaring an emergency.

Addresses Council Goal:

7. Comprehensive Planning. Dii: Work with Deschutes County and appropriate neighboring communities to reduce homelessness and participate in community conversations to advance this topic.

Report in Brief:

This item requests City Council approve Ordinance #2021-09 amending Chapter 5 of the City Code to adopt regulations and standards for safe parking programs and vehicle camping.

Background:

This Ordinance responds to City Council direction provided at the August 10 and August 31, 2021, meetings, which requested exploring and developing a Safe Parking Program tailored to meet the needs of Redmond and mitigate the impact of homelessness.

At the August 31 meeting, staff presented background information on four successful programs in Oregon (i.e., the cities of Beaverton, Bend, Eugene and Salem). The staff were also joined by guests Rick Russell from Mountain View Fellowship Church and Stacey Witte from REACH (a Bend nonprofit that oversees Bend's Safe Parking Program). The best practices and the operational structure necessary for the best chance at success and least chance of it becoming a nuisance to neighbors and other property owners were discussed.

After discussion, the Council directed staff to return with a draft ordinance to allow for a safe parking program and requested it take effect immediately upon adoption.

The Safe Parking concept has been used in other American cities. The program enables property owners to allow limited overnight parking for people experiencing homelessness. The purpose is to provide additional shelter options for individuals and families without access to permanent, safe shelter, and who are not able to obtain other low-income housing. These programs are intended to be used on a seasonal, emergency or transitional basis.

Discussion:

The purpose and scope of the safe parking ordinance is to allow for overnight camping and transitional overnight parking accommodation. The safe parking is intended to be used on a limited basis for emergency or transitional shelter purposes by individuals, families, or households who lack permanent or safe shelter and who cannot obtain other low-income housing. The draft safe parking program and vehicle camping provisions are contained in Chapter 5, Public Protection.

Important and salient aspects of the safe parking program and vehicle camping code as proposed include:

- The definitions sections include: person in charge, religious institution or place of worship, vehicle, vehicle camp, vehicle camping site for homeless persons. All these terms are used throughout the safe parking section.
- Vehicle camping would be limited to properties operated by a religious institution or place of worship, non-profit, public or commercial entity, and not currently used for residential use.

- The entity in charge would develop the intake process, operating policies and monitor compliance of the safe parking.
- A third party (e.g., nonprofit REACH) would operate and manage the safe parking program after receiving approval from the City.
- The expectation is that any participating property owners could host up to 6 vehicles and their occupants.
- The premises would be required to have toilets, hand washing, and trash disposal facilities.
- All vehicles would be required to be licensed and registered.
- The entity in charge will be responsible for developing reasonable policies that determine the number of individuals on the premises, how long they can stay, supervision provided, and other safety and aesthetic requirements.
- The entity in charge may revoke permission at any time for a person wishing to stay there.
- The City may revoke authorization of safe parking programs for violations or safety concerns.
- The Ordinance does not limit the jurisdiction or authority of the Redmond Police Department.

As required by City Charter, on September 21, 2021, notices regarding this Council action were posted in three public places (the library, Police Department, and Redmond Chamber of Commerce) in addition to City Hall. Copies of the ordinance were also available for review at City Hall.

Fiscal Impact:

There is no fiscal impact.

Alternative Courses of Action:

1. Adopt Ordinance #2021-09
2. Request more information
3. Do not adopt Ordinance #2021-09

Recommendation / Suggested Motion:

"I move to have a first and second reading of Ordinance #2021-09 by title only." (Voice Vote)

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

"I move to approve Ordinance #2021-09." (Roll Call vote)

REACH -SAFE PARKING PROJECT BUDGET

Total Requested Project Funds from City of Redmond					\$50,000 for 2 years
Personnel Costs:	Position (FTE dedicated to this project)	Salary	Benefits	Total Cost	Amount Requested
Name					
	PTE 20 hours @ \$20	20,640	0	20,640	\$20,640
	Independent Contractor			0	
				0	
				0	
	Sub-Total: Personnel	\$ 20,640.00	\$ -	\$ 20,640.00	\$ 20,640.00
Materials & Supplies				Total Cost	Amount Requested
	Cleaning supplies			\$1,200	\$1,200
	Client Assistance -gas vouchers, laundry assistance, prescription assistance			\$5,400	\$5,400
	Assistance with I.D., drivers license, car insurance, registration, essential needs, emergency food				
	Sub-Total: Materials & Supplies	\$ 6,600.00		\$ 6,600.00	\$ 6,600.00
Travel Expenses				Total Cost	Amount Requested
	Sub-Total: Travel Expenses	\$ -		\$ -	\$ -
Consultants & Contracted Services				Total Cost	Amount Requested
	On site portable bathroom			\$1,140	\$1,140
	Sub-Total: Consultants & Contracted Services	\$ 1,140.00		\$ 1,140.00	\$ 1,140.00
Meeting Expenses				Total Cost	Amount Requested
	Sub-Total: Meeting Expenses	\$ -		\$ -	\$ -
Professional Training and Development				Total Cost	Amount Requested
	Sub-Total: Professional Training and Development	\$ -		\$ -	\$ -
Other Budget Items				Total Cost	Amount Requested
	Sub-Total: Other Budget Items	\$ 28,380.00		\$ 28,380.00	\$ 28,380.00
	Total Project Budget	\$56,760.00		\$ 56,760.00	\$ 56,760.00
					TOTAL COST 2 YEARS

**CITY OF REDMOND
ORDINANCE NO. 2021-09**

AN ORDINANCE AMENDING THE REDMOND CITY CODE CHAPTER 5, ADDING A SAFE PARKING PROGRAM AND VEHICLE CAMPING SECTION AS A MEANS TO HELP ADDRESS HOMELESSNESS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Redmond continues to experience an increase in homelessness in and around the city and associated impacts; and

WHEREAS, safe parking and vehicle camping programs are tools for reducing the effects of homelessness and the use of public streets for vehicles associated with the homeless population; and

WHEREAS, safe parking and vehicle camping programs provide additional shelter options for individuals and families without access to permanent, safe shelter, and who are not able to obtain other low-income housing; and

WHEREAS, safe parking and vehicle camping programs enable property owners to allow limited overnight parking for people experiencing homelessness; and

WHEREAS, safe parking and vehicle camping programs can build connections between guests, the community, homeless service providers and available services; and

WHEREAS, this Ordinance responds to City Council direction provided at August 10, 2021 and August 31, 2021 meetings, which requested exploring and developing a successful Safe Parking Program tailored to meet the needs of Redmond and mitigate the impacts of homelessness; and

WHEREAS, the City Council finds that the attached safe parking program and vehicle camping code is necessary to further the above interests, and to protect the health, safety and welfare of City residents.

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

SECTION ONE: The City of Redmond hereby amends the Redmond City Code Chapter Chapters 5 (Public Protection). 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.

SECTION THREE: The City Council finds that it is in the best interest of the City of Redmond to have this Ordinance take effect immediately upon adoption and signature.

Therefore, the City Council hereby declares an emergency.

PASSED by the City Council and **APPROVED** by the Mayor this 28th day of September 2021.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

Exhibit A: Proposed Redmond City Code Amendments

Chapter 5 – Public Protection

Contents

(***)

5 PUBLIC PROTECTION

Criminal Code.....	5.000 to 5.045
Civil Infractions	5.100 to 5.430
Civil Emergencies (repealed)	5.450 to 5.460
Emergency Provisions.....	5.500 to 5.606
<u>Safe Parking Program and Vehicle Camping.....</u>	<u>5.700 to 5.715</u>

(***)

CHAPTER 5 Public Protection

(***)

Safe Parking Program and Vehicle Camping

Purpose and Scope	5.700
Definitions	5.705
Guidelines	5.710
Enforcement	5.715

(***)

SAFE PARKING PROGRAM AND VEHICLE CAMPING

5.700 Purpose and Scope. Safe parking, provided through overnight camping and transitional overnight parking accommodations as described in this section, is intended to be used on a limited basis for emergency or transitional shelter purposes by individuals, families, or households who lack permanent or safe shelter.

5.705 Definitions. For the purposes of Sections 5.700 to 5.715, the following definitions mean:

Person in Charge. A person who has lawful control of a premises by ownership, by official position, or by another legal relationship to the premises.

Religious Institution or Place of Worship. A structure used primarily as a meeting area for religious activities.

Sanitary Facilities. Including, but not limited to, toilet, hand washing, and trash disposal facilities.

Vehicle. A car, camper, travel trailer, recreational vehicle, or similar conveyance. All vehicles must be operable and movable, either by their own power or towing if designed to be towed.

Vehicle Camp. Set up, or remain in a vehicle, for the purpose of establishing or maintaining a temporary place to live.

Vehicle Camping Site for Homeless Persons. A location where overnight camping spaces are provided temporarily to homeless persons living in vehicles.

5.710 Guidelines. Vehicle-camping is hereby authorized, subject to the standards and requirements set forth below:

1. Vehicle-camping is limited to properties operated by a religious institution or place of worship, non-profit, public, or commercial entity, and not currently used for a residential use.
2. Notwithstanding any other provision of the Redmond City Code, persons may sleep overnight in a vehicle on a premises by an entity that owns or leases real property on which a structure and an associated parking lot are located, provided:
 - A. That said persons have obtained the permission of the Person in Charge.
 - B. The property owner has applied for and received approval for operation and registers the location with the City's Community Development Department.
 - C. The property owner agrees to abide by all conditions, including acceptance of liability and demonstration of insurance coverage in amounts acceptable to the City.
3. A person in charge who allows a person or persons to sleep overnight in a vehicle on the premises pursuant to this section shall:
 - A. Not grant permission for more than six (6) vehicles used for sleeping to utilize the parking lot at any one (1) time.
 - B. Provide or make available on the premises sanitary facilities including, but not limited to, toilet, handwashing, and trash disposal facilities at all hours people are authorized to be present for overnight parking.
 - C. Require all vehicles used for camping be licensed and registered.
 - D. Not require payment of any fee, rent, or other monetary charge for overnight sleeping in a vehicle as authorized by this section.
 - E. Not allow open flames at the premises, including within vehicles.
 - F. Develop reasonable policies that set out:
 1. How individuals who may stay on the premises will be selected.
 2. How many continuous days someone may stay at the premises.
 3. What supervision will be provided.

4. What structures or other items may be placed on the premises.
 5. Any other safety or aesthetic requirements for staying on the premises.
4. A person in charge who permits overnight sleeping in a vehicle pursuant to this section may revoke that permission at any time and for any reason. Any person who receives permission to sleep on a premises as provided in this section shall leave the premises immediately after permission has been revoked. The owner-operator has the right to refuse entry or discontinue use for any individual.
 5. Parking spaces used for vehicle camping, and storage and sanitary facilities are located:
 - A. No less than 10 feet from property lines of the premises/subject site.
 - B. Storage and sanitary facilities are no less than 20 feet from property lines.
 - C. Clear of pedestrian walkways, fire lanes, or other emergency access areas, or areas needed for corner vision or sight distance.

5.715 Enforcement.

1. This section shall not be construed to abrogate or limit the jurisdiction or authority of the Redmond Police Department or any other law enforcement agency.
2. Notwithstanding any other provision of this section, the City Manager or designee may:
 - A. Revoke authorization for safe parking programs and vehicle camping for violations of the requirements of this section.
 - B. Prohibit safe parking programs and vehicle camping on a property if the City finds that any activity related to safe parking or vehicle camping on that property constitutes a nuisance or other threat to the public welfare.
3. Nothing in this section of this code creates any duty on the part of the City or its agents to ensure the protection of persons or property with regard to permitted safe parking programs and vehicle camping accommodations.

// End //



CITY OF REDMOND

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STAFF REPORT

DATE: September 28, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: Jason Neff, Chief Financial Officer
SUBJECT: Resolutions of the City of Redmond to make Budget Adjustments in Fiscal Year 2021/22 for the Allocation of American Rescue Plan Act (ARPA) Resources: \$931,535.

Addresses Council Goal:

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

Report in Brief:

Adjust the Fiscal Year (FY) 2021/22 budget to allocate the first half (\$0.931M of \$2.93M) of American Rescue Plan Act (ARPA) resources based on City Council direction provided on September 14, 2021.

Background:

Budget Adjustments:

Supplemental budgets are permitted under Oregon Revised Statutes 294.471 (ORS). The proposed budget adjustment is less than the 10 percent change threshold. Therefore, a public hearing is not required. Per the ORS, a notice of a supplemental budget hearing was published greater than or equal to five days in advance of this City Council meeting.

ARPA Funds:

Signed into law by President Biden on March 11, 2021, the ARPA allocates \$1.9 trillion to COVID-19 relief and economic recovery across the nation. Cities in Oregon will directly receive more than \$680 million through the Coronavirus Local Fiscal Recovery Fund. The City of Redmond's allocation is \$5.86 million. The City will receive these funds through two distributions. The initial distribution of \$2.93 million was received in June 2021. The City anticipates receiving a second distribution of \$2.93 million in June 2022. The City is required to obligate all of the funds by December 31, 2024, and fully distribute them by December 31, 2026.

On September 14, 2021, City Council approved \$2.0 million of ARPA Funds towards the new Public Safety Facility leaving \$931,535 unallocated from the initial distribution.

The Council provided further direction on September 14 regarding the remaining \$931,535 which was, prepare a budget adjustment to allocate \$250,000 for purposes of a commercial kitchen upgrade to the City-owned facility operated and tenanted by the Redmond Senior Center; and prepare a budget adjustment of \$50,000 for the implementation of the Safe Parking initiative.

Subsequent to the September 14 meeting, the Mayor directed staff to prepare a third budget adjustment for the balance of the amount (\$631,535) to be deposited into the Capital Projects Fund: Public Safety Facility Sub-Fund.

Discussion:

On September 14, 2021, the Council deliberated and took public comment regarding the use of ARPA Funds and gave staff direction to prepare a budget adjustment which allocates additional ARPA funds.

Staff prepared three resolutions for consideration to allocate \$931,535 of ARPA Funds. Resolutions #2021-28 and #2021-29 use discretionary General Fund dollars for initiatives with an equivalent increase towards the Public Safety Facility via ARPA funds. Recipients will be obligated to enter into contracts with the City and will draw down their resources on a reimbursement basis.

Resolution #2021-28:

This resolution minimizes the complexity of reporting and the amount of City staff time associated with the management of the ARPA (Federal Grants). This resolution still leverages the ARPA funding to invest in a commercial kitchen in the Senior Center. However, the mechanics of the investment would be to transfer \$250,000 of ARPA into the Public Safety Facility while General Fund discretionary resources (\$250,000) will formally fund the Senior Center project. The General Fund discretionary resources are derived from the \$2,300,000 authorized for the Public Safety Facility by City Council on July 14, 2021. This reduces the administrative costs and staff time related to managing the expenditure of federal dollars. The budget adjustment is summarized below:

General Fund (General Sub-Fund)

	Resources	Expenditures
Materials & Services (Senior Center Commercial Kitchen)		\$ 250,000
Transfers (to Capital Projects for Public Safety Facility)		(\$ 250,000)
Total Change	\$ 0	\$ 0

General Fund (ARPA Sub-Fund)

	Resources	Expenditures
Federal Grants & Awards	\$ 250,000	
Transfers (to Capital Projects for Public Safety Facility)		\$ 250,000
Total Change	\$ 250,000	\$ 250,000

Resolution #2021-29:

This resolution minimizes the complexity of reporting and the amount of City staff time associated with the management of the ARPA (Federal Grants). This resolution still leverages the ARPA funding to invest in the Safe Parking Initiative. However, the mechanics of the investment would be to transfer \$50,000 of ARPA into the Public Safety Facility while General Fund discretionary resources (\$50,000) will formally fund the Safe Parking Initiative. The General Fund discretionary resources are derived from the \$2,300,000 authorized for the Public Safety Facility by City Council on July 14, 2021. This reduces the administrative costs and staff time related to managing the expenditure of federal dollars. The budget adjustment is summarized below:

General Fund (General Sub-Fund)

	Resources	Expenditures
Materials & Services (Safe Parking Initiative)		\$ 50,000
Transfers (to Capital Projects for Public Safety Facility)		(\$ 50,000)
Total Change	\$ 0	\$ 0

General Fund (ARPA Sub-Fund)

	Resources	Expenditures
Federal Grants & Awards	\$ 50,000	
Transfers (to Capital Projects for Public Safety Facility)		\$ 50,000
Total Change	\$ 50,000	\$ 50,000

Resolution #2021-30:

This resolution deploys ARPA Funds by reserving \$631,535 for the Public Safety Facility project. These funds are reserved for future expenditure and will require Council approval to spend.

This resolution responds to the Mayor's direction to staff subsequent to the September 14 meeting to prepare a third budget adjustment for the balance of the amount to be deposited into the Capital Projects Fund: Public Safety Facility Sub-Fund.

The budget adjustment is summarized below:

General Fund (ARPA Sub-Fund)

	Resources	Expenditures
Federal Grants & Awards	\$ 631,535	
Transfers (to Capital Projects for Public Safety Facility)		\$ 631,535
Total Change	\$ 631,535	\$ 631,535

Capital Projects Fund (for Public Safety Facility)

	Resources	Expenditures
Interfund Transfers	\$ 631,535	
Reserve for Future Expenditure		\$ 631,535
Total Change	\$ 631,535	\$ 631,535

Fiscal Impact:

Investing \$631,535 in the Public Safety Facility (a project with a low confidence estimate of \$25M - \$30M) which will reduce the amount of debt issued for the project by \$631,535. This reduction in annual debt service is the equivalent of approximately \$42,000 (the payment of a 20 year bond at 3% interest) which would have otherwise come from either the City General Fund or a voter approved General Obligation Bond (preferred financing alternative selected by City Council on August 10). Total interest on \$631,535 debt over 20 years is approximately \$217,000. \$631,535 in a General Obligation Bond would cost a \$350,000 house approximately \$3-\$4 annually for 20 years.

Alternative Courses of Action:

1. Separately adopt resolution(s) #2021-28, #2021-29 and #2021-30.
2. Separately amend and adopt resolution(s) #2021-28, #2021-29 and #2021-30.
3. Do not adopt the resolution(s).
4. Request more information.

Recommendation / Suggested Motion:

N/A

**CITY OF REDMOND
RESOLUTION NO. 2021-28**

A RESOLUTION OF THE CITY OF REDMOND TO MAKE BUDGET ADJUSTMENTS.

WHEREAS, the City of Redmond will have unexpected and unbudgeted resources and expenditures for FY 2021/22.

WHEREAS, Supplemental budgets are permitted under Oregon Revised Statutes 294.471; and

WHEREAS, In June 2021 the City received \$2,931,535 in American Rescue Plan Act (ARPA) funds making the budget adjustment below possible; and

WHEREAS, On September 14, 2021 the City Council deliberated and took public comment regarding the use of ARPA Funds and gave staff direction to prepare the budget adjustment below.

NOW, THEREFORE, be it resolved by the City Council for the City of Redmond as follows:

SECTION ONE: The City of Redmond City Council hereby adopts the following Budget Adjustments for FY 2021/22, in the following funds with the following changes, now on file at City Hall.

SECTION TWO: The amounts for the fiscal year beginning July 1, 2021, are hereby adjusted as follows:

GENERAL FUND (General Sub-Fund)	Resources	Expenditures
Materials & Services		\$ 250,000
Transfers (to Capital Projects)		(\$ 250,000)
Change to General Fund		\$ 0
Change to General Fund – Total Appropriations		\$ 0

GENERAL FUND (ARPA Sub-Fund)	Resources	Expenditures
Federal Grants / Awards	\$ 250,000	
Transfers (to Capital Projects)		\$ 250,000
Change to General Fund		\$ 250,000
Change to General Fund – Total Appropriations		\$ 250,000

This resolution minimizes the complexity of reporting and the amount of City staff time associated with the management of the ARPA (Federal Grants). This resolution still leverages the ARPA funding to invest in a commercial kitchen in the Senior Center. However, the mechanics of the investment would be to transfer \$250,000 of ARPA into the Public Safety Facility while General Fund discretionary resources (\$250,000) will formally fund the Senior Center project. The General Fund discretionary resources are derived from the \$2,300,000 authorized for the Public Safety Facility by City Council on July 14, 2021. This reduces the administrative costs and staff time related to managing the expenditure of federal dollars.

SECTION THREE: This resolution shall be effective this 28th day of September 2021.

ADOPTED by the City Council and **SIGNED** by the Mayor this 28th day of September 2021.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

**CITY OF REDMOND
RESOLUTION NO. 2021-29**

A RESOLUTION OF THE CITY OF REDMOND TO MAKE BUDGET ADJUSTMENTS.

WHEREAS, the City of Redmond will have unexpected and unbudgeted resources and expenditures for FY 2021/22; and

WHEREAS, Supplemental budgets are permitted under Oregon Revised Statutes 294.471; and

WHEREAS, In June 2021 the City received \$2,931,535 in American Rescue Plan Act (ARPA) funds making the budget adjustment below possible; and

WHEREAS, On September 14, 2021 the City Council deliberated and took public comment regarding the use of ARPA Funds and gave staff direction to prepare the budget adjustment below.

NOW, THEREFORE, be it resolved by the City Council for the City of Redmond as follows:

SECTION ONE: The City of Redmond City Council hereby adopts the following Budget Adjustments for FY 2021/22, in the following funds with the following changes, now on file at City Hall.

SECTION TWO: The amounts for the fiscal year beginning July 1, 2021, are hereby adjusted as follows:

GENERAL FUND (General Sub-Fund)	Resources	Expenditures
Materials & Services		\$ 50,000
Transfers (to Capital Projects)		(\$ 50,000)
Change to General Fund		\$ 0
Change to General Fund – Total Appropriations		\$ 0

GENERAL FUND (ARPA Sub-Fund)	Resources	Expenditures
Federal Grants / Awards	\$ 50,000	
Transfers (to Capital Projects)		\$ 50,000
Change to General Fund		\$ 50,000
Change to General Fund – Total Appropriations		\$ 50,000

This resolution minimizes the complexity of reporting and the amount of City staff time associated with the management of the ARPA (Federal Grants). This resolution still leverages the ARPA funding to invest in the Safe Parking Initiative. However, the mechanics of the investment would be to transfer \$50,000 of ARPA into the Public Safety Facility while General Fund discretionary resources (\$50,000) will formally fund the Safe Parking Initiative. The General Fund discretionary resources are derived from the \$2,300,000 authorized for the Public Safety Facility by City Council on July 14, 2021. This reduces the administrative costs and staff time related to managing the expenditure of federal dollars.

SECTION THREE: This resolution shall be effective this 28th day of September 2021.

ADOPTED by the City Council and **SIGNED** by the Mayor this 28th day of September 2021.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

**CITY OF REDMOND
RESOLUTION NO. 2021-30**

A RESOLUTION OF THE CITY OF REDMOND TO MAKE BUDGET ADJUSTMENTS.

WHEREAS, the City of Redmond will have unexpected and unbudgeted resources and expenditures for FY 2021/22; and

WHEREAS, Supplemental budgets are permitted under Oregon Revised Statutes 294.471; and

WHEREAS, In June 2021 the City received \$2,931,535 in American Rescue Plan Act (ARPA) funds making the budget adjustment below possible.

NOW, THEREFORE, be it resolved by the City Council for the City of Redmond as follows:

SECTION ONE: The City of Redmond City Council hereby adopts the following Budget Adjustments for FY 2021/22, in the following funds with the following changes, now on file at City Hall.

SECTION TWO: The amounts for the fiscal year beginning July 1, 2021, are hereby adjusted as follows:

GENERAL FUND (ARPA Sub-Fund)	Resources	Expenditures
Federal Grants / Awards	\$ 631,535	
Transfers (to Capital Projects)		\$ 631,535
Change to General Fund		\$ 631,535
Change to General Fund – Total Appropriations		\$ 631,535

CAPITAL PROJECTS FUND	Resources	Expenditures
Interfund Transfers	\$ 631,535	
Reserve for Future Expenditure		\$ 631,535
Change to Capital Projects Fund		\$ 631,535
Change to Capital Projects Fund – Total Appropriations		\$ 0

This resolution deploys ARPA Funds by reserving \$631,535 for the Public Safety Facility project. These funds are reserved for future expenditure and will require Council approval to spend.

SECTION THREE: This resolution shall be effective this 28th day of September 2021.

ADOPTED by the City Council and **SIGNED** by the Mayor this 28th day of September 2021.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



FISCAL YEAR 2021/22 BUDGET ADJUSTMENT

Redmond City Council
September 28, 2021



RESOLUTION #28

\$250K FOR
SENIOR CENTER
COMMERCIAL
KITCHEN,
LEVERAGING
ARPA FUNDS

GENERAL FUND (General Sub-Fund)	Resources	Expenditures
Materials & Services		\$ 250,000
Transfers (to Capital Projects)		(\$ 250,000)
Change to General Fund		\$ 0
Change to General Fund – Total Appropriations		\$ 0

GENERAL FUND (ARPA Sub-Fund)	Resources	Expenditures
Federal Grants / Awards	\$ 250,000	
Transfers (to Capital Projects)		\$ 250,000
Change to General Fund		\$ 250,000
Change to General Fund – Total Appropriations		\$ 250,000



RESOLUTION #29

\$50K FOR SAFE
PARKING,
LEVERAGING
ARPA FUNDS

GENERAL FUND (General Sub-Fund)	Resources	Expenditures
Materials & Services		\$ 50,000
Transfers (to Capital Projects)		(\$ 50,000)
Change to General Fund		\$ 0
Change to General Fund – Total Appropriations		\$ 0

GENERAL FUND (ARPA Sub-Fund)	Resources	Expenditures
Federal Grants / Awards	\$ 50,000	
Transfers (to Capital Projects)		\$ 50,000
Change to General Fund		\$ 50,000
Change to General Fund – Total Appropriations		\$ 50,000



RESOLUTION #30

\$632K FOR
PUBLIC SAFETY
FACILITY FROM
ARPA FUNDS

GENERAL FUND (ARPA Sub-Fund)	Resources	Expenditures
Federal Grants / Awards	\$ 631,535	
Transfers (to Capital Projects)		\$ 631,535
Change to General Fund		\$ 631,535
Change to General Fund – Total Appropriations		\$ 631,535
CAPITAL PROJECTS FUND	Resources	Expenditures
Interfund Transfers	\$ 631,535	
Reserve for Future Expenditure		\$ 631,535
Change to Capital Projects Fund		\$ 631,535
Change to Capital Projects Fund – Total Appropriations		\$ 0

