CITY OF REDMOND

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

CITY COUNCIL

October 12, 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

OCTOBER 12, 2021	REGULAR MEETING AGENDA	6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Pastor Chuck Gustafson, Desert Song Community Church

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS FROM CITIZENS AT THE MEETING

V. CONSENT AGENDA

A. Transit Services Agreement Amendment #1 with Central Oregon Intergovernmental Council (TR2201); $567,028

VI. PRESENTATIONS

A. Growth Management - Redmond Parks System Growth Opportunities

VII. CONTRACT REVIEW BOARD

A. Three-year extension to the City's ESRI GIS Software and Support Agreement in the amount of $113,100.

VIII. ACTION ITEMS

A. Extended Enterprise Zone Agreement for Pacific Coast Supply

IX. MAYOR'S COMMENTS

X. COUNCIL COMMENTS

XI. CITY MANAGER COMMENTS

XII. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

XIII. ADJOURN

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

The City of Redmond encourages all citizens to participate in its programs and activities. This meeting location is accessible to people with disabilities. Requests for accommodation may include sign language interpreter service, assistive listening devices, materials in an alternate format or any other accommodation. If any accommodations are needed, please contact the ADA Coordinator at 541-504-3036 or access@ci.redmond.or.us. 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

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:	October 12, 2021
TO:	City Council
THROUGH:	Keith Witcosky, City Manager John Roberts, Deputy City Manager Bill Duerden, Public Works Director
FROM:	Julie Lovrien, Administrative Services Supervisor
SUBJECT:	Transit Services Agreement Amendment #1 with Central Oregon Intergovernmental Council (TR2201); $567,028

Addresses Council Goal:
1.B.i: Explore opportunities to increase efficiencies and economies of scale through sharing of services and resources with other public agencies.

Report in Brief:
This item requests City Council approve Amendment #1 to the agreement with Central Oregon Intergovernmental Council (COIC) to provide public transportation services for the Redmond area through Cascades East Transit (CET). This amendment adjusts the original Fee Schedule regarding compensation to reflect the most recent grant ending in June 2023.

Background:
CET provides demand response and community connector transit services for the Redmond area. The City purchases transit services from COIC using federal 5310 Grant funds awarded to the City through the Rail and Public Transit Division of the Oregon Department of Transportation (ODOT). The most recent 5310 Grant agreement, #35167, was accepted by Council on July 6, 2021, and provides $455,295 over the 2021/2023 biennium for transit services. In addition to the $455,295, the City contributes $111,733 in other costs to CET, detailed below, over the course of the next two years. This brings the total contract to $567,028.

The Agreement had an initial term of two years through December 31, 2021, with the option to renew for two additional terms of two years each. The City and COIC intend to execute the First Extension of the Agreement through December 31, 2023, in a separate document (see attached).

Discussion:
The attached Amendment #1 to the agreement with COIC updates Recital A and Schedule 2.1 to reflect the award amount of ODOT 5310 Grant #35167 and the City's contribution towards the grant match and additional transit operations support. All other provisions of the agreement to provide transit services remain in effect.

Fiscal Impact:
Compensation provided for COIC's performance of services during the previous and current two-year term is summarized below:

Grant Period	5310 Grant Fund	City of Redmond Contribution		
		5310 Grant Match	Additional Transit Operations Support	Total
July 1 2019 - June 30 2020 (ODOT #33556)	$218,427.50	$25,000.00	$20,000.00	$45,000.00
July 1 2020 - June 30 2021 (ODOT #33556)	$218,427.50	$25,000.00	$20,000.00	$45,000.00
July 1 2021 - June 30 2022 (ODOT #35167)	$227,647.50	$26,055.50	$22,896.00	$48,951.50
July 1 2022 - June 30 2023 (ODOT #35167)	$227,647.50	$26,055.50	$36,726.00	$62,781.50

Grant Agreement #35167 provides $455,295 in 5310 Grant funds over the 2021/2023 biennium. The City will contribute $111,733 over the biennium to meet the 5310 Grant match requirement of $52,111 with the remainder used to help offset CET operating costs. The total provided to COIC for transit services over the two-year term is $567,028.

The estimated revenue from the 5310 Grant, expenditure for contracted transit services, and City match of $45,000 is included in the FY 2021/2022 Budget (see attached).

Alternative Courses of Action:

1. Approve Amendment #1 to the agreement with COIC to provide public transportation services.
2. Do not approve the Amendment.
3. Request additional information.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to sign Amendment #1 to the agreement with Central Oregon Intergovernmental Council to provide public transportation services."

First Amendment to the Public Transportation Services Agreement between the City of Redmond and Central Oregon Intergovernmental Council

This First Amendment to the January 1, 2020 **Public Transportation Services Agreement** between the City of Redmond ("City"), an Oregon municipal corporation, and Central Oregon Intergovernmental Council ("Contractor"), an Oregon intergovernmental entity organized under ORS Chapter 190, is effective July 1, 2021, according to the following terms:

TERMS OF AMENDMENT

1. Recital A, strike the third sentence and replace with:

   "City's receipt of the grant funds, and payment for the public transportation and related services, is subject to the terms and conditions contained in the referenced Grant number(s) in Schedule 2.1."

2. The attached Schedule 2.1 shall replace the original Schedule 2.1.

3. Except as explicitly amended herein, all other provisions of the original Agreement remain in effect.

Signator's Warranty:

Each party warrants to each other party that they are fully authorized and competent to enter into this **Amendment to the Public Transportation Services Agreement between the City of Redmond and Central Oregon Intergovernmental Council** in the capacity indicated by their signature and agrees to be bound by this amended Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement Amendment the day and year below.

Central Oregon Intergovernmental Council	City of Redmond, an Oregon Municipal Corporation
By: ________________________	By: ________________________
Tammy Baney	Print name: Keith Witcosky
Executive Director	Its: City Manager
Date:	Date:

Schedule 2.1
Fee Schedule

Subject to the terms and conditions found in this Agreement, and pursuant to relevant Agreements between the City and ODOT, City will pay Contractor the following compensation in consideration of the Contractor's performance of the Services in Accordance with this Agreement:

Grant Period	5310 Grant Fund	City of Redmond Contribution		
		5310 Grant Match	Additional Transit Operations Support	Total
July 1 2019 - June 30 2020 (ODOT #33556)	$218,427.50	$25,000.00	$20,000.00	$45,000.00
July 1 2020 - June 30 2021 (ODOT #33556)	$218,427.50	$25,000.00	$20,000.00	$45,000.00
July 1 2021 - June 30 2022 (ODOT #35167)	$227,647.50	$26,055.50	$22,896.00	$48,951.50
July 1 2022 - June 30 2023 (ODOT #35167)	$227,647.50	$26,055.50	$36,726.00	$62,781.50

Sub-Total	**$892,150.00**	**$201,733.00**

Total compensation for this Agreement shall not exceed **$1,093,883.00**.

Using only eligible costs, Contractor's performance of the Services will be billed quarterly by Contractor within 30 days following the end of each quarter. Contractor will submit quarterly invoices to City for the Services performed by Contractor. City will pay the amount due under each Invoice within thirty (30) days after City's receipt of the applicable Invoice.

First Extension to the Public Transportation Services Agreement between the City of Redmond and Central Oregon Intergovernmental Council

This **First Extension** to the January 1, 2020 **Public Transportation Services Agreement** between the City of Redmond ("City"), an Oregon municipal corporation, and Central Oregon Intergovernmental Council ("Contractor"), an Oregon intergovernmental entity organized under ORS Chapter 190, is effective upon full execution.

This Extension is made pursuant to Section 4.1 of the above-referenced Agreement.

Signator's Warranty:

Each party warrants to each other party that they are fully authorized and competent to enter into this **First Extension to the Public Transportation Services Agreement between the City of Redmond and Central Oregon Intergovernmental Council** in the capacity indicated by their signature and agrees to be bound by this renewed Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement Extension the day and year below.

Central Oregon Intergovernmental Council	City of Redmond, an Oregon Municipal Corporation
By: ________________________	By: ________________________
Tammy Baney	Print name: Keith Witcosky
Executive Director	Its: City Manager
Date:	Date:

BUDGET DETAIL

General 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: General							
Program: General							
Resources							
10100-01-000-04-10-10	Property Tax/Current	9,093,168	9,837,097	10,222,166	11,616,480	11,616,480	11,616,480
10100-01-000-04-10-20	Property Tax/Prior	122,619	282,152	140,072	162,631	162,631	162,631
10100-01-000-04-15-45	Solid Waste - Republic	372,474	376,405	390,819	404,903	404,903	404,903
10100-01-000-04-15-10	PP&L	1,630,947	1,589,435	1,674,196	1,608,951	1,608,951	1,608,951
10100-01-000-04-15-15	Central Electric CO-OP	168,481	170,012	180,335	188,055	188,055	188,055
10100-01-000-04-15-20	Cascade Natural Gas	315,883	347,049	497,165	534,321	534,321	534,321
10100-01-000-04-15-25	Telecommunications	47,487	49,628	49,186	48,693	48,693	48,693
10100-01-000-04-15-30	Bend Cable	285,516	296,328	308,118	319,921	319,921	319,921
10100-01-000-04-15-35	Water/Sewer/Storm	643,835	655,055	697,953	733,783	733,783	733,783
10100-01-000-04-15-40	FTV/First Point Comm	30,958	31,670	29,397	30,032	30,032	30,032
10100-01-000-04-15-50	Quantum Fiber Optics Ord	9,046	24,682	10,302	15,891	15,891	15,891
10100-01-000-04-20-50	Liquor License	3,600	3,745	3,702	3,520	3,520	3,520
10100-01-000-04-60-90	Miscellaneous	142	236	3,000	3,000	3,000	3,000
10100-01-000-04-30-30	Cigarette Tax	32,994	32,288	33,843	26,119	26,119	26,119
10100-01-000-04-30-35	State Revenue Sharing	335,120	366,823	367,981	386,566	386,566	386,566
10100-01-000-04-30-40	Liquor Revenue (OLCC)	478,911	536,622	523,498	564,976	564,976	564,976
10100-01-000-04-40-98	Refunds/Reimbursements	5,290	8,487	-	-	-	-
10100-01-000-04-80-10	Interest - Investment	122,029	99,936	23,000	32,000	32,000	32,000
10100-01-000-04-80-15	Interest - Other	3,413	13,083	-	-	-	-
10100-01-000-04-50-00	Rentals/Leases	10,412	5,412	5,412	5,412	5,412	5,412
10100-01-000-04-40-90	Bad Debt	11,913	(4,487)	-	-	-	-
10100-01-000-04-86-13	Intrafund Tfrs-from Lodging	-	586,778	776,596	821,284	821,284	821,284
10100-01-000-04-99-00	Beginning Fund Balance	2,209,618	1,450,590	2,250,616	6,505,649	6,505,649	6,505,649
TOTAL RESOURCES		**15,933,858**	**16,759,028**	**18,187,357**	**24,012,187**	**24,012,187**	**24,012,187**
Materials & Services							
10100-01-000-06-00-02	Office Supplies	80	220	-	-	-	-
10100-01-000-06-00-06	Small Tools & Minor Equip	-	2,171	-	-	-	-
10100-01-000-06-00-10	Furnishings & Fixtures	2,023	8,696	-	-	-	-
10100-01-000-06-00-12	Facility Repair & Maintenance	8,051	11,893	13,500	13,500	13,500	13,500
10100-01-000-06-00-22	Utility Electric	18	-	-	-	-	-
10100-01-000-06-00-37	Legal Services & Fees	9,430	268	5,000	5,000	5,000	5,000
10100-01-000-06-00-43	Recording/Reconveyance	266	232	-	-	-	-
10100-01-000-06-00-46	Processing Fees	-	12,032	-	-	-	-
10100-01-000-06-00-48	Rentals & Leases	1,510	-	-	-	-	-
10100-01-000-06-00-69	Economic Development	108,000	114,000	118,000	132,000	132,000	132,000
10100-01-000-06-00-70	Promotion	-	1,373	-	-	-	-
10100-01-000-06-00-86	Licenses & Permits	-	85	-	-	-	-
10100-01-000-06-00-90	Software Licenses	-	270	-	-	-	-
10100-01-000-06-00-97	Chgs Srvc From Other Fund	1,900	13,078	13,000	13,000	13,000	13,000
10100-01-000-06-00-98	Other Contractual Services	8,592	184	40,000	40,000	75,000	40,000
10100-01-000-06-01-01	Loans & Grants	45,000	45,000	45,000	45,000	45,000	45,000
10100-01-000-06-85-40	ISF Facilities Maintenance	77,389	88,205	104,144	121,982	121,982	121,982
TOTAL MATERIALS & SERVICES		**262,259**	**297,707**	**338,644**	**370,482**	**405,482**	**370,482**
Debt Service							
10100-01-000-08-00-02	Interest	12,721	-	-	-	-	-
TOTAL DEBT SERVICE		**12,721**	-	-	-	-	-
Transfers							
10100-01-000-09-00-02	To Police	9,237,130	9,534,332	9,396,238	10,826,932	10,826,932	10,826,932
10100-01-000-09-00-22	To Parks & Facilities	1,990,488	1,837,007	2,221,384	2,221,851	2,221,851	2,221,851
10100-01-000-09-00-25	To CDD	451,940	292,674	475,604	618,049	618,049	618,049
10100-01-000-09-00-40	To Transportation	2,208,169	2,107,169	2,746,182	2,615,647	2,615,647	2,615,647
10100-01-000-09-00-24	To Capital Projects	513,053	-	-	67,105	67,105	67,105
10100-01-000-09-00-80	To Golf	475,481	445,980	437,684	402,400	402,400	402,400
TOTAL TRANSFERS		**14,876,261**	**14,217,162**	**15,277,092**	**16,751,984**	**16,751,984**	**16,751,984**
Intrafund Transfers							
10100-01-000-13-00-03	Intrafund Tfrs-to Central Svcs	86,108	78,624	69,231	64,402	64,402	64,402
TOTAL INTRAFUND TRANSFERS		**86,108**	**78,624**	**69,231**	**64,402**	**64,402**	**64,402**
Contingency							
10100-01-000-11-00-00	Contingency	-	-	55,668	60,901	60,901	60,901
TOTAL CONTINGENCY		-	-	**55,668**	**60,901**	**60,901**	**60,901**
Reserve							
10100-01-000-12-00-40	Reserve for Future Expend	-	-	2,446,722	6,764,418	6,729,418	6,764,418
TOTAL RESERVE		-	-	**2,446,722**	**6,764,418**	**6,729,418**	**6,764,418**
TOTAL PROGRAM EXPENDITURE		**15,237,349**	**14,593,493**	**18,187,357**	**24,012,187**	**24,012,187**	**24,012,187**
NET PROGRAM		**696,509**	**2,165,535**	-	-	-	-
Program: Lodging Tax & Tourism							
Resources							
10100-39-000-04-12-10	Room/Lodging-City	1,066,879	-	-	-	-	-

Transportation 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: Transportation - Operations							
Resources							
22100-02-000-04-20-75	Permit Fees	-	500	-	-	-	-
22100-02-000-04-25-00	Intergovernmental Revenue	18,273	21,752	25,000	25,000	25,000	25,000
22100-02-000-04-65-20	Federal Grants & Awards	196,584	243,615	218,500	218,500	218,500	218,500
22100-02-000-04-30-45	Hwy Fund Apportionment	2,109,301	2,050,923	2,158,471	2,338,006	2,338,006	2,338,006
22100-02-000-04-45-75	Restitution	3,801	5,963	2,500	3,000	3,000	3,000
22100-02-000-04-40-94	Miscellaneous Fees	1,020	920	-	-	-	-
22100-02-000-04-40-98	Refunds/Reimbursements	26,835	36,924	25,000	31,000	31,000	31,000
22100-02-000-04-60-90	Miscellaneous	7,368	13,173	10,000	10,000	10,000	10,000
22100-02-000-04-80-10	Interest - Investment	51,555	38,841	13,000	6,000	6,000	6,000
22100-02-000-04-40-90	Bad Debt	147	(887)	-	-	-	-
22100-02-000-04-85-01	Chgs for Srvc-Other Fund	160,488	164,433	168,497	147,074	147,074	147,074
22100-02-000-04-85-50	Interfund Transfers	1,653,169	1,653,169	1,996,182	1,865,647	1,865,647	1,865,647
22100-02-000-04-95-10	Private Source	-	1,680	-	-	-	-
22100-02-000-04-95-50	Sale of Property	76	4,691	-	-	-	-
22100-02-000-04-99-00	Beginning Fund Balance	2,144,450	2,087,912	1,733,913	978,630	978,630	978,630
TOTAL RESOURCES		**6,373,067**	**6,323,609**	**6,351,063**	**5,622,857**	**5,622,857**	**5,622,857**
Personnel Services							
22100-02-000-05-00-01	Regular Pay	627,354	736,078	776,761	898,192	898,192	898,192
22100-02-000-05-00-03	Overtime	12,153	6,119	12,000	12,000	12,000	12,000
22100-02-000-05-00-07	Stand-By Time	13,737	10,645	20,000	18,000	18,000	18,000
22100-02-000-05-00-12	Vac/Comp/Holiday Buy Back	1,192	-	-	-	-	-
22100-02-000-05-20-11	Employer Social Security	39,649	45,458	48,159	55,688	55,688	55,688
22100-02-000-05-20-12	Employer Medicare	9,273	10,631	11,263	13,024	13,024	13,024
22100-02-000-05-20-30	Employer PERS	108,633	156,514	171,465	221,848	221,848	221,848
22100-02-000-05-20-41	Medical Insurance	194,179	253,630	272,074	336,786	336,786	336,786
22100-02-000-05-20-42	VEBA Contribution	7,616	11,347	16,120	18,600	18,600	18,600
22100-02-000-05-20-43	HRA Contribution	13,689	8,733	17,160	19,755	19,755	19,755
22100-02-000-05-20-50	Life Insurance	266	312	302	353	353	353
22100-02-000-05-20-51	Accidental D & D	47	55	53	62	62	62
22100-02-000-05-20-52	SAIF	21,726	17,186	37,666	23,026	23,026	23,026
22100-02-000-05-20-53	Long-Term Disability	1,422	1,703	1,871	2,287	2,287	2,287
22100-02-000-05-20-62	FSA	299	351	369	425	425	425
TOTAL PERSONNEL SERVICES		**1,051,235**	**1,258,762**	**1,385,263**	**1,620,046**	**1,620,046**	**1,620,046**
Materials & Services							
22100-02-000-06-00-02	Office Supplies	1,331	844	1,800	2,000	2,000	2,000
22100-02-000-06-00-03	Housekeeping	1,978	1,944	2,500	2,500	2,500	2,500
22100-02-000-06-00-04	Uniforms, Boots and Clothing	3,033	4,315	4,500	5,300	5,300	5,300
22100-02-000-06-00-05	Electronic Equip & Supplies	5,362	6,504	5,800	5,800	5,800	5,800
22100-02-000-06-00-06	Small Tools & Minor Equip	11,487	16,350	15,500	18,000	18,000	18,000
22100-02-000-06-00-07	Safety Supplies	6,035	4,257	5,500	6,500	6,500	6,500
22100-02-000-06-00-10	Furnishings & Fixtures	1,495	505	2,000	2,000	2,000	2,000
22100-02-000-06-00-12	Facility Repair & Maintenance	16,183	1,003	1,000	1,500	1,500	1,500
22100-02-000-06-00-19	Noticing	353	384	500	500	500	500
22100-02-000-06-00-20	Water/Sewer/Storm	3,269	2,820	4,500	3,000	3,000	3,000
22100-02-000-06-00-22	Utility Electric	302,231	324,055	310,000	340,000	340,000	340,000
22100-02-000-06-00-23	Utility Gas	8,071	10,394	8,500	9,000	9,000	9,000
22100-02-000-06-00-24	Phone & Internet	16,981	16,340	17,200	18,918	18,918	18,918
22100-02-000-06-00-26	Postage	-	17	200	200	200	200
22100-02-000-06-00-29	Radio Maintenance	9,840	10,054	10,080	13,500	13,500	13,500
22100-02-000-06-00-36	Debt Service Fees	58	59	60	70	70	70
22100-02-000-06-00-37	Legal Services & Fees	-	180	500	500	500	500
22100-02-000-06-00-41	Forms & Correspondence	80	625	300	300	300	300
22100-02-000-06-00-43	Recording/Reconveyance	2,315	1,238	300	300	300	300
22100-02-000-06-00-46	Processing Fees	-	73	-	-	-	-
22100-02-000-06-00-48	Rentals/Leases	117,441	110,441	114,774	14,214	14,214	14,214
22100-02-000-06-00-56	Workers Comp Claim Deduct	-	627	-	-	-	-
22100-02-000-06-00-60	Dues, Subs, Memberships	50	7,456	500	500	500	500
22100-02-000-06-00-61	Travel & Training	5,484	9,470	15,000	15,000	15,000	15,000
22100-02-000-06-00-62	Meetings	40	16	-	-	-	-
22100-02-000-06-00-63	Books, Maps, Periodicals	151	-	200	400	400	400
22100-02-000-06-00-67	Garbage Collection	9,016	7,195	11,500	11,500	11,500	11,500
22100-02-000-06-00-74	External Repairs & Maint	56	5,530	-	-	-	-
22100-02-000-06-00-75	Parts & Inventory	231	10,794	-	-	-	-
22100-02-000-06-00-77	Fuel	51,715	42,669	60,200	48,000	48,000	48,000
22100-02-000-06-00-84	Infrastructure Maintenance	8,835	14,199	10,700	25,000	25,000	25,000
22100-02-000-06-00-86	Licenses & Permits	3,731	2,194	1,600	1,600	1,600	1,600
22100-02-000-06-00-87	Employee Physicals	1,989	1,726	1,200	1,350	1,350	1,350
22100-02-000-06-00-88	Employee/Volunteer Recogn	482	913	650	750	750	750
22100-02-000-06-00-89	Snow Control	51,228	-	25,000	20,000	20,000	20,000
22100-02-000-06-00-90	Software Licenses	2,500	2,325	2,575	2,500	2,500	2,500
22100-02-000-06-00-92	Software Maintenance	7,256	7,514	8,500	12,930	12,930	12,930
22100-02-000-06-00-94	Temporary Personnel Services	65,117	60,509	80,000	70,000	70,000	70,000
22100-02-000-06-00-97	Chgs Srvc From Other Fund	249,405	241,746	230,292	302,589	302,589	302,589
22100-02-000-06-00-98	Other Contractual Services	221,815	250,159	245,135	247,100	247,100	247,100
22100-02-000-06-01-10	Liability Claims	10,998	-	-	-	-	-
22100-02-000-06-85-05	ISF Central Services	134,957	136,471	137,428	170,359	170,359	170,359
22100-02-000-06-85-10	ISF IT	44,090	39,672	52,539	61,273	61,273	61,273
22100-02-000-06-85-15	ISF Risk Management	46,808	49,681	54,106	57,815	57,815	57,815

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: October 12, 2021
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Maria Ramirez, Parks Planner and Project Manager
SUBJECT: Growth Management - Redmond Parks System Growth Opportunities

---

Addresses Council Goal:
Goal 3D: Preserve and enhance the City's infrastructure – Develop the City's infrastructure pursuant to the priorities identified in the City's infrastructure system plans.
Goal 6B: Community Enhancement – Improve the quality and amenities of Redmond neighborhoods.
Goal 6G. Community Enhancement – Strive for an interconnected community of parks and open spaces.

Report in Brief:
The Parks Division is presenting an overview of the current parks system; adopted level of service; past, present, and future parks projects; and potential opportunities to address residential growth. This presentation is meant for discussion purposes to guide staff on areas of focus through 2030.

Background:
City Council Growth Management Policy Worksessions
Over the course of calendar year 2021, the Redmond City Council has expressed an interest in and an appetite for tackling the key issues that will shape the future of the community. Staff responded to this by making the commitment to periodically bring forward a series of five different topics where Council input is needed:

- Parks Strategic Planning
- Housing / Density / Design & Affordability (HB 2001 and Code Updates)
- Infrastructure Capacity and Investment (Water, Wastewater and Stormwater)
- Circulation / Traffic / East-West Connectors
- Urban Growth Boundary (UGB) Expansion

These topics are communitywide in scope and involve numerous stakeholders. This discussion focuses on parks planning. The first of these discussions will occur on October 12, 2021; and likely quarterly thereafter.

Redmond Parks
The City's parks system is an integral element of the community. On January 9, 2018, Council adopted the Public Facilities Plan/Parks Master Plan Update (Ord. #2018-02). In the development of the plan and through a public participation-based process, consultants from Conservation Technix helped create a comprehensive project list derived from four distinct improvement categories that support the community's growth in population and maintenance of the current system.

Improvement categories include parkland acquisitions to improve the gap in park proximity and distribution; capital maintenance to protect and enhance the current system and features; development of new parks to serve a mix of amenities; and trail development to maximize pedestrian and bicycle circulation. Projects were identified as a result of an existing conditions survey of the parks system, completion of a needs assessment and gap analysis of parkland, and adoption of a level of service to measure performance.

Potential funding sources to accomplish these projects were also identified to include a Parks System Development Charge (SDC) to accommodate growth. On June 25, 2019, City Council adopted a resolution updating the Parks SDCs to a full rate of $5,139 for a single-family dwelling and $3,985 for a multi-family dwelling (Res. #2019-17). The adjustment was phased per the table below:

System	July 1, 2019	January 1, 2020	July 1, 2020	January 1, 2021
Parks (Single-Family)	$3,289	$3,906	$4,523	$5,139
Parks (Multi-Family	$3,000	$3,328	$3,656	$3,985

The 2040 Redmond Comprehensive Plan, adopted on December 8, 2020 (Ord. #2020-20), and the 2018 Parks Master Plan Update detail a vision for Redmond that ensures current and future Redmond residents have access to a safe, accessible, and interconnected system of parks and trails. Within the four improvement categories, specific high priority needs were identified for additional community parks, neighborhood parks, athletic/sports fields, developed open space, and trail connection and signage.

Since the adoption of the plans and the increase in SDCs, the City has worked to improve upon the 31-acre shortage identified in developed parkland acreage. To reduce this shortfall, the City is developing seven (7) acres at Quartz Park located at the south end of the Dry Canyon and has acquired 36 acres of property at 1766 NW Pershall Avenue at the north end of the Dry Canyon for a community park. In addition, the City has secured annexation agreements in Northwest Redmond for development of Spruce Park (4.2 acres) at the intersection of NW Spruce Avenue and NW 23rd Street and Varnish Park (2.2 acres) at the intersection of NW Varnish Avenue and NW 15th Street.

In an effort to protect the parks' current system and existing amenities, the City has completed a series of system enhancements. These include, but are not limited to, renovating Hayden Park (completed 2018) and Baker Park (completed in 2019); and updating equipment within Kalama Park (completed in 2020). Previous efforts have been made to improve trail connections at Homestead Trail, as well as developing Homestead Pump Track (completed in 2018).

Discussion:

At the end of Fiscal Year (FY) 2021/22, the Parks SDC fund will have a projected balance of $5.8 million. Since the adoption of the SDC increase, Parks has averaged $2.7 million a year in SDC revenue. In FY 2022/23 and 2023/24, staff have identified planning efforts focused on improving the Central Dry Canyon, developing the Pershall Property, locating parkland acquisition opportunities, implementing phase III of the Homestead Canal Trail, and assisting development of the trails system within the Redmond Wetlands Complex.

Throughout fall 2021, the City Parks Committee will refine the portfolio of capital projects, and explore possible enhancements to meet the needs of Redmond residents. City Council input both this fall and into 2022 will be an important contributor to this work.

Fiscal Impact:

No fiscal impact at this time.

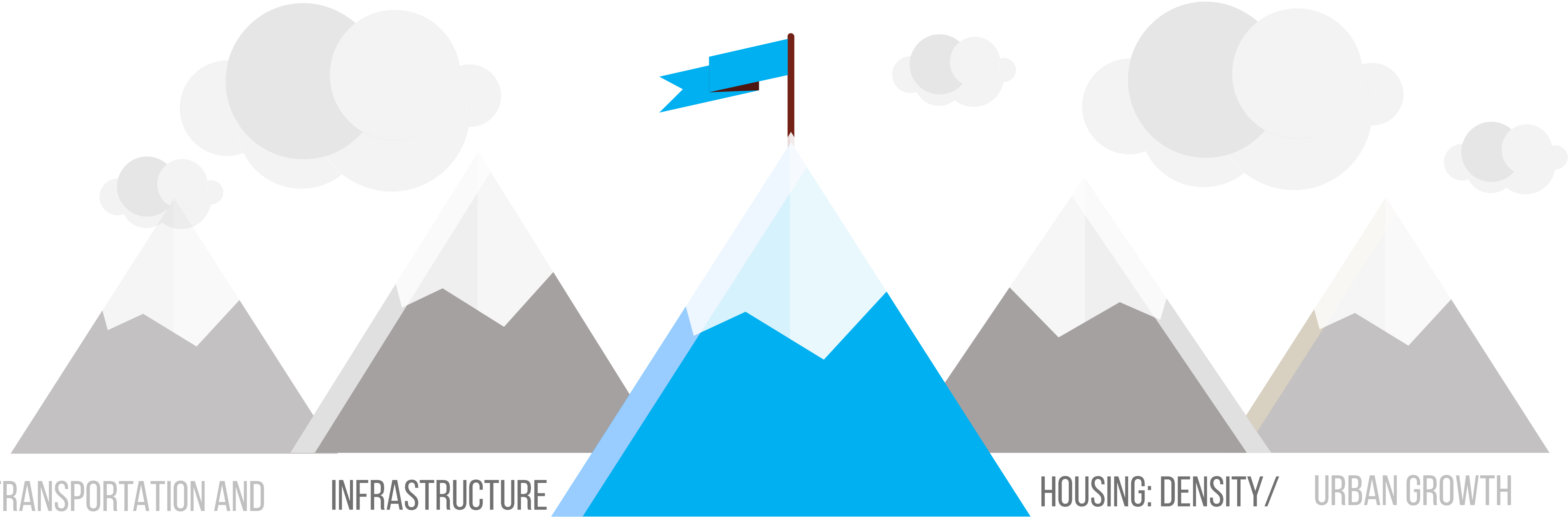
Alternative Courses of Action:

N/A

Recommendation / Suggested Motion:

No motion required.

GROWTH MANAGEMENT POLICY WORKSESSIONS



TRANSPORTATION AND CIRCULATION

INFRASTRUCTURE CAPACITY AND NEEDS

PARKS: ACQUISITION AND DEVELOPMENT

OCTOBER 12, 2021

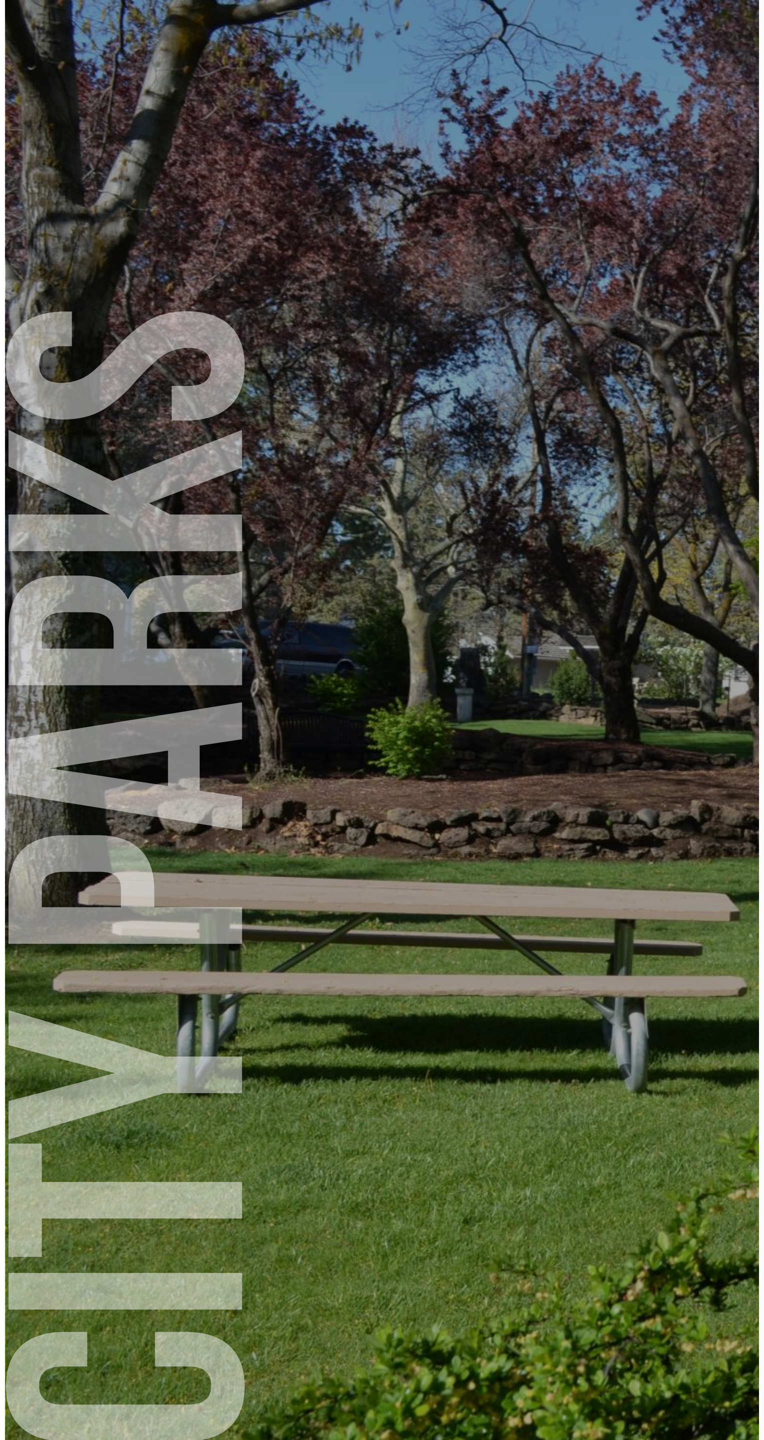
HOUSING: DENSITY/ DESIGN; AFFORDABILITY

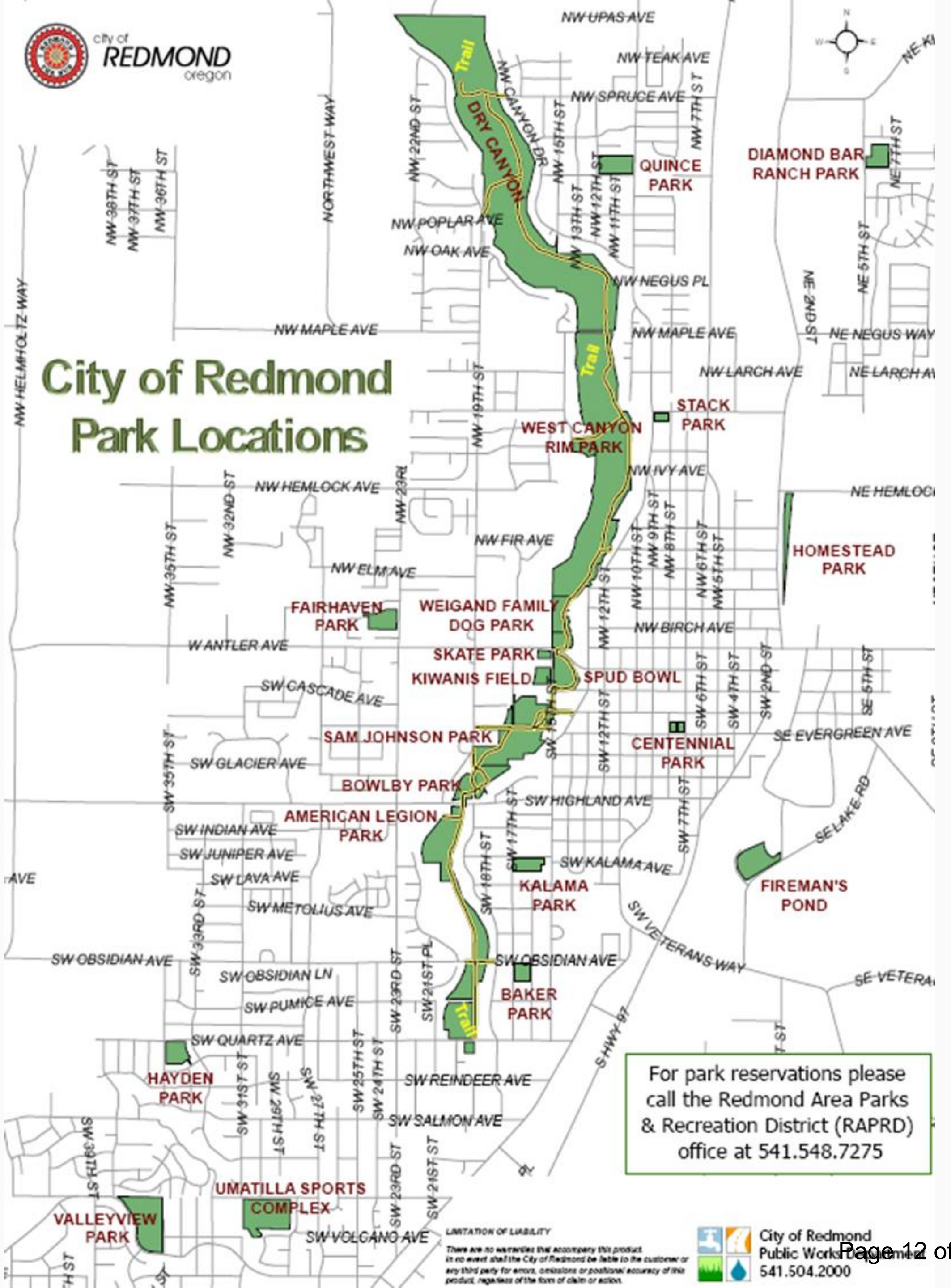
URBAN GROWTH BOUNDARY EXPANSION

SLIDE / 1

SYSTEM GROWTH PLANNING

SLIDE / 2





MEETING OBJECTIVES

SLIDE / 3

- Overview the City's parks system and role (ongoing)
- Review current and projected capital projects (ongoing)
- Examine potential acquisition and development opportunities (next 90 days+)

OUR PARK PORTFOLIO

ASSETS & OPERATIONS

26	285	20
DEVELOPED CITY PARKS	ACRES OF UNDEVELOPED OPEN SPACE	ACRES OF CEMETERY

TYPES OF PARKS

SLIDE / 5

CLASSIFICATIONS

COMMUNITY PARKS

- Central Dry Canyon Park

NEIGHBORHOOD PARKS

- Fairhaven Park, Hayden Park

MINI PARKS

- Stack Park

SPECIAL USE FACILITIES

- Homestead Pump Track, Fireman's Pond, Redmond Skate Park

NATURAL/OPEN SPACE

- North Dry Canyon Park

PARTNER PARKS

- Supplements but not part of the parks systems

PARK SYSTEM WHO DOES WHAT

CITY PARKS SYSTEM

- Provide community driven parks, trails, natural areas, and recreation opportunities

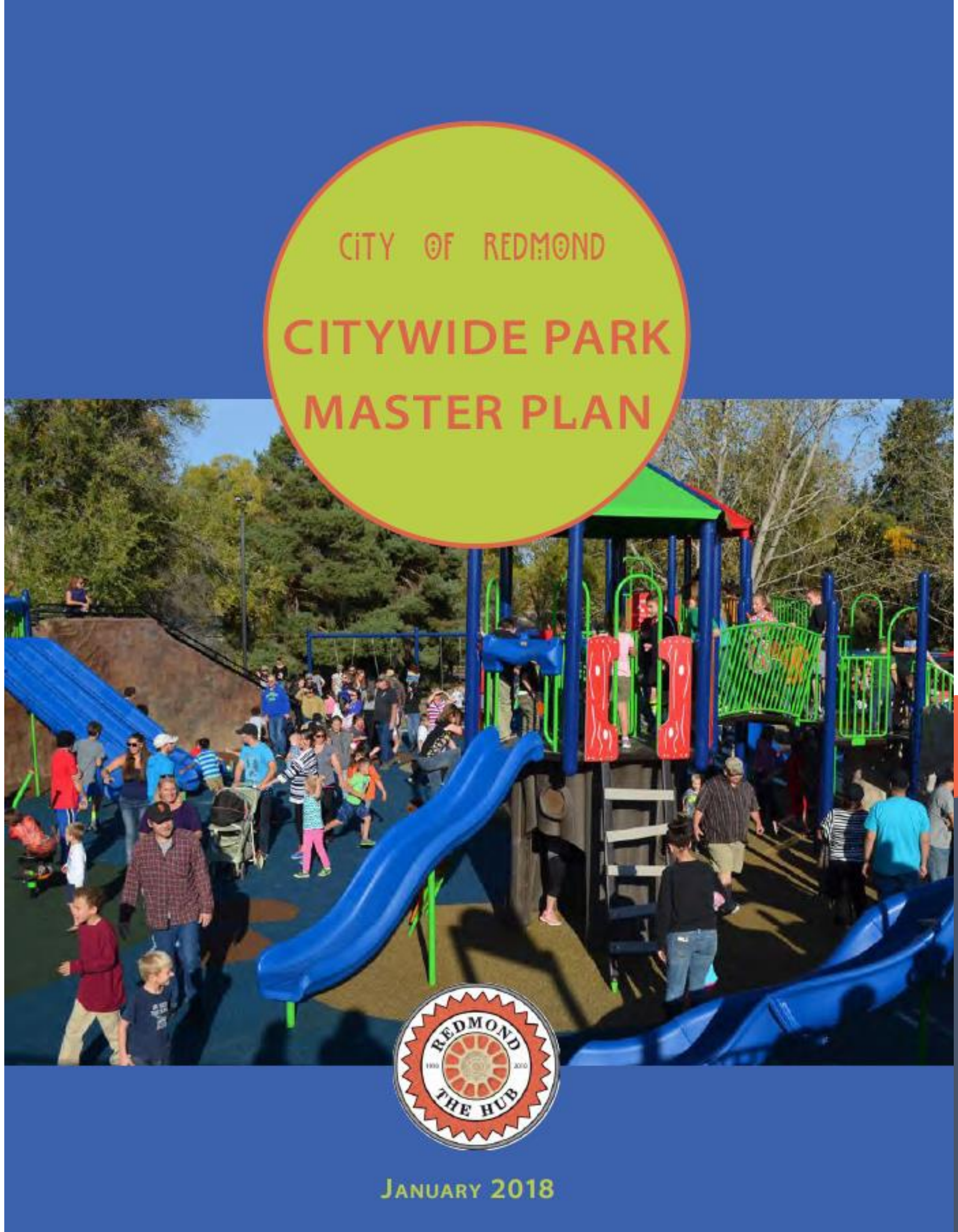
RAPRD

- Provide recreational experiences and activities for all

REDMOND SCHOOL DISTRICT

- Coordinate the use of school grounds as available

SLIDE / 6



REDMOND

COMPREHENSIVE PLAN

2040 REDMOND VISION

ADOPTED:
DECEMBER 8, 2020

2040 VISION

A NETWORK OF TRAILS & PARKS

ENGAGE AND INFORM THE COMMUNITY

FOSTER A HEALTHY, ACTIVE COMMUNITY

SECURE LANDS FOR THE FUTURE

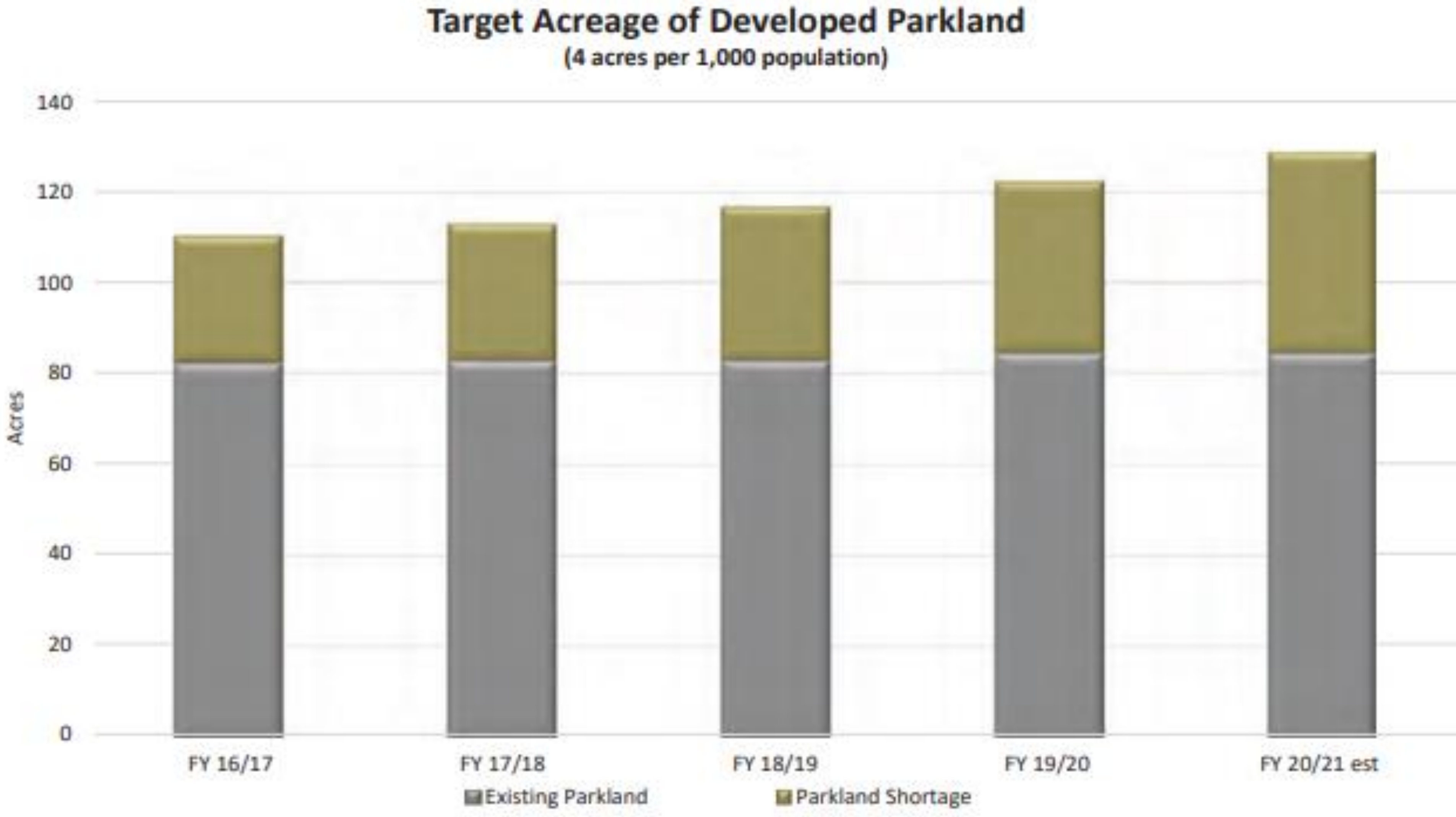
MAINTAIN & MANAGE FOR THE PUBLIC GOOD

CREATE GREAT PARKS AND PUBLIC SPACES

CONNECT TRAILS AND NEIGHBORHOODS

LEVEL OF SERVICE GOAL

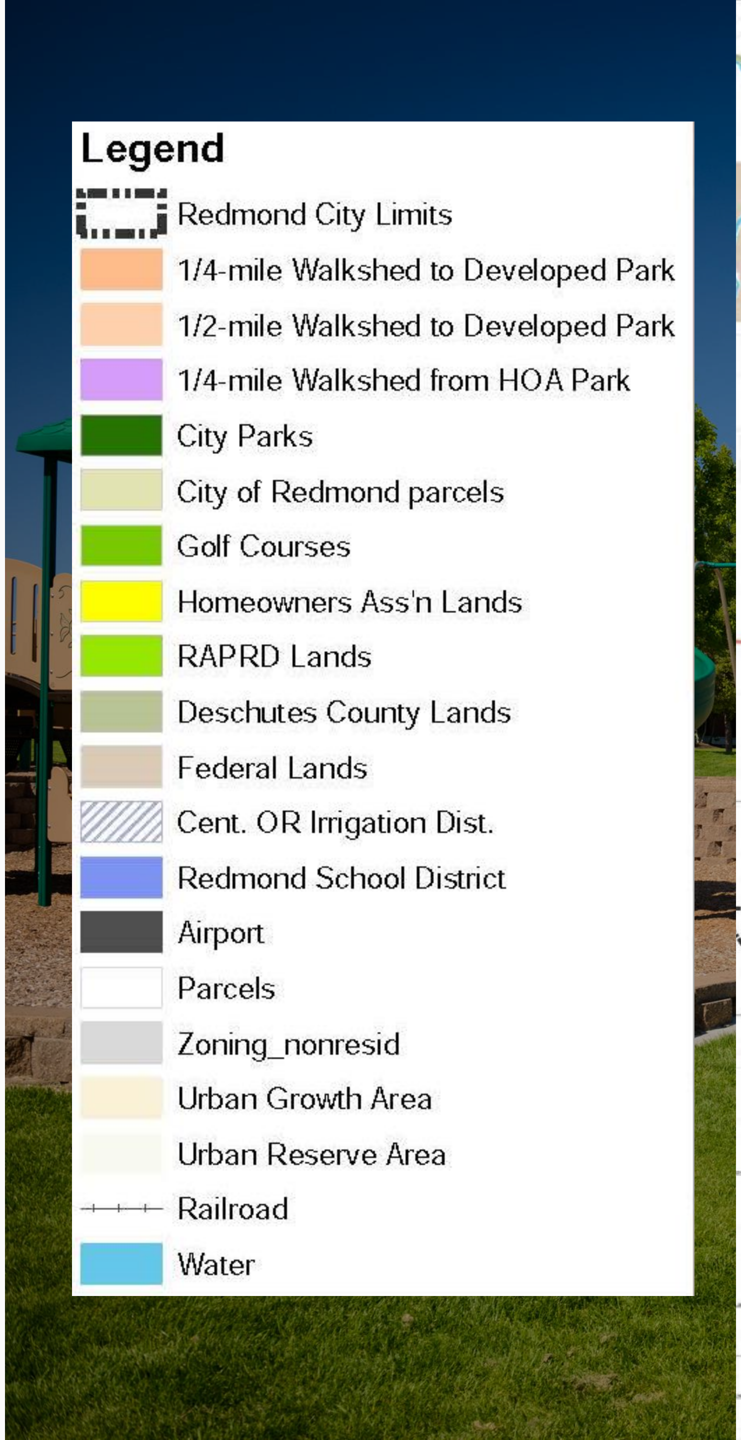
FOUR ACRES FOR EVERY THOUSAND RESIDENTS

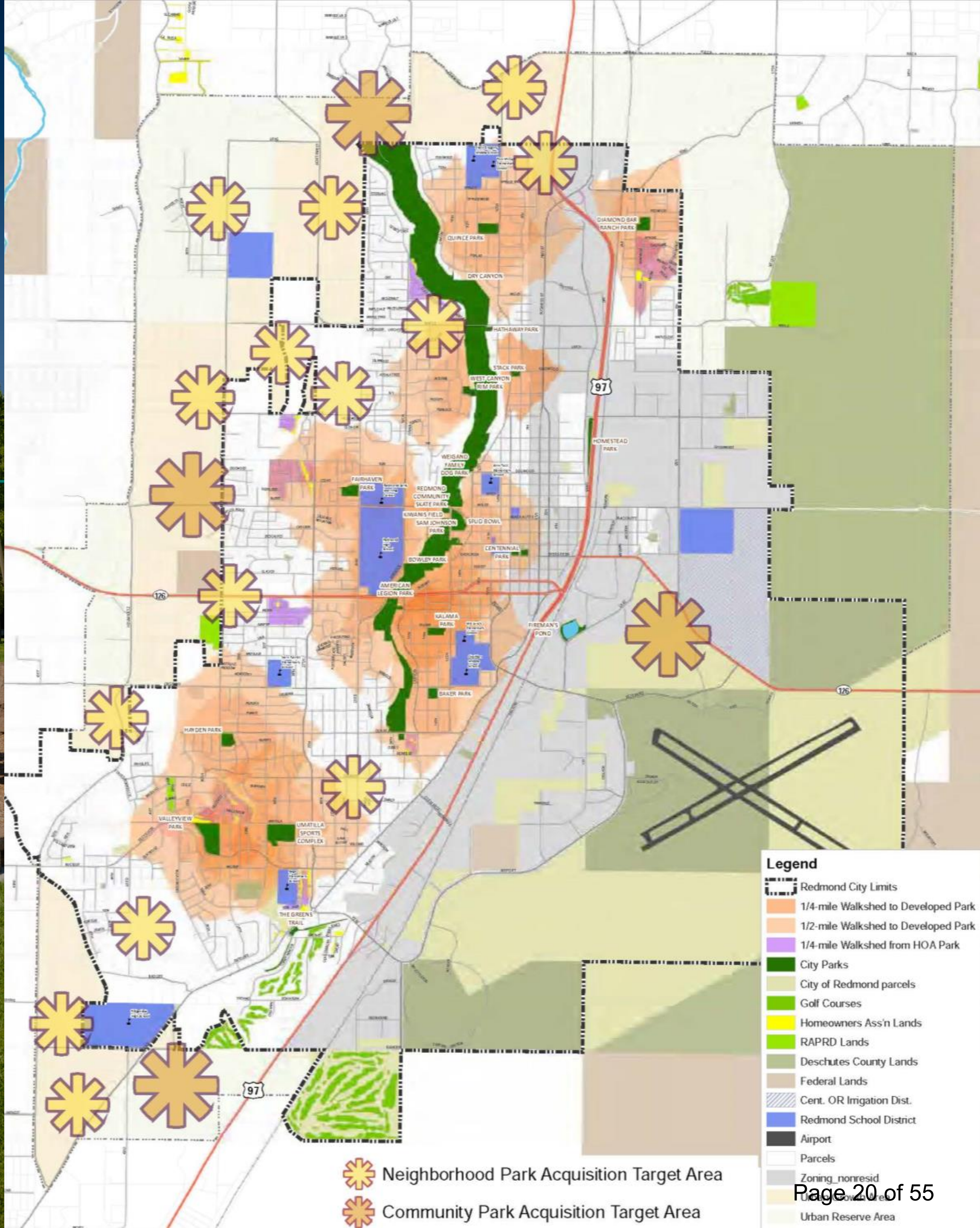


- Currently have a **31 ACRE** deficiency
- To meet 2035 population needs, requires developing **80 ACRES**
- Develop **8 ACRES** each year

LEVEL OF SERVICE GOAL

NEIGHBORHOOD PARK WITHIN A HALF MILE OF EVERY RESIDENT





SLIDE / 10

2018 PARKS MASTER PLAN NEEDS

ACQUISITION TO KEEP UP WITH GROWTH

CAPITAL MAINTENANCE

DEVELOPMENT OF NEW PARKS AND AMENITIES

TRAIL DEVELOPMENT

SLIDE / 11

RECENT INVESTMENTS
$8.3M
OVER PAST DECADE

Project	Type	Construction Year	Budget ($M)
Hope Playground	Developed	2013	$1.2
Homestead Trail	Developed	2013-2016	$0.9
Quince Park	Renovated	2017	$0.4
Homestead Pump Track	Developed	2018	$0.4
Pershall Property	Acquired	2018	$1.1
Hayden Park	Renovation	2018	$0.1
Baker Park	Renovation	2019	$0.7
Kalama Park	Updated	2020	$0.2
Maple Staircase	Developed	2021	$0.3
Quartz Park	Developed	2022	$2.7
Umatilla Park	Updated	2022	$0.3

2021-2030 PLANNING

FUTURE PARKS PLANNING DRIVERS / BARRIERS

- Rapid population growth
- Competing interests
- Limited resources
- Expansion Opportunities

PARKS PRIORITY PLANNING

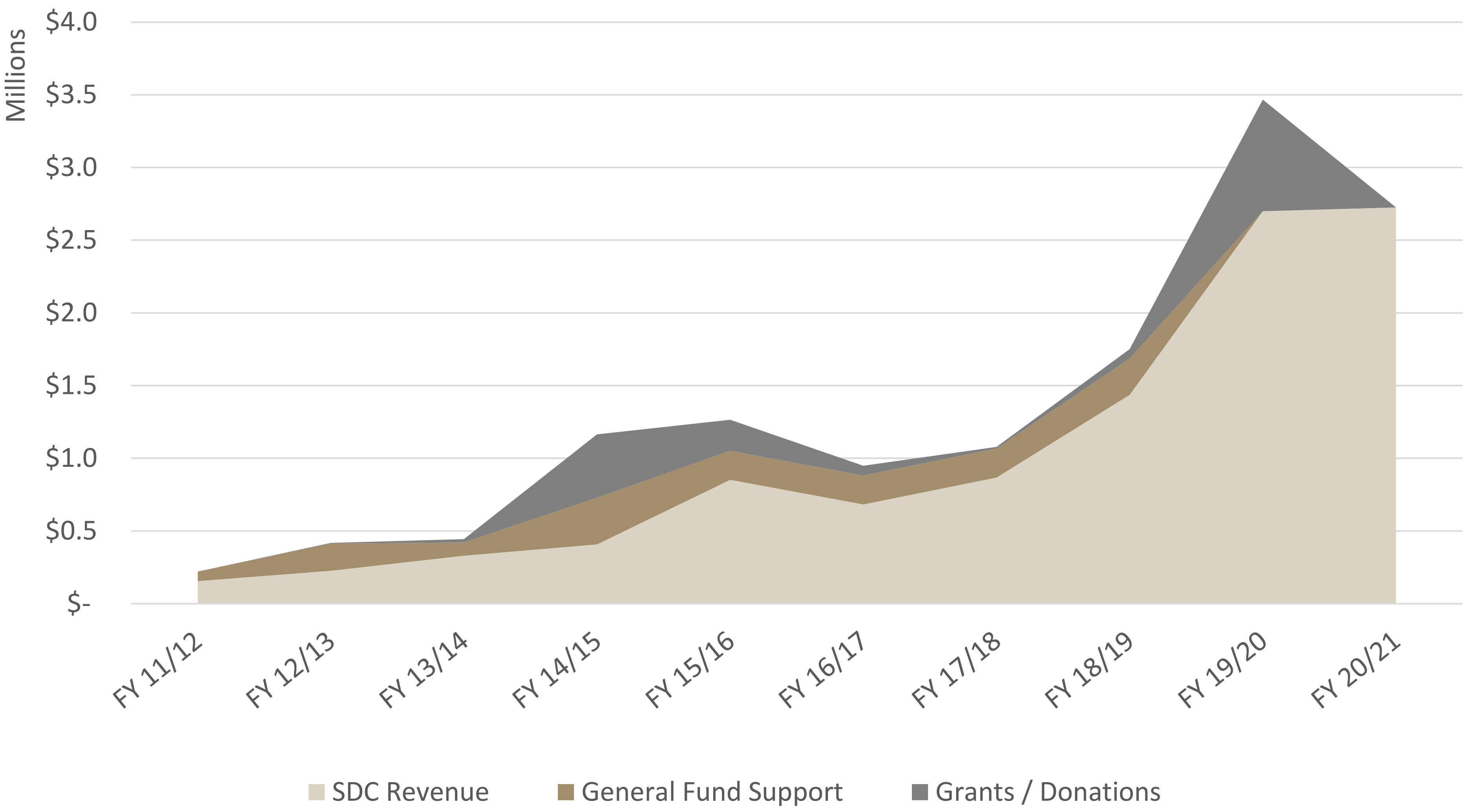
SLIDE / 13

RESOURCES

SDC FUND BALANCE:

$5.8M*

* END OF FY 21/22



2 Year Average for Parks SDCs = $2.7 million

RESOURCES DO NOT MATCH PROJECTS (NEXT 5 YEARS)

RESOURCES:

$18-21 MILLION

$5.8 M in SDC Fund Balance

$2.5M-$3.0M/year in SDC Collections

PROJECTS:

$3-4M LAND ACQUISITION

15%

$17-26M DESIGN & CONSTRUCTION

85%

$20-30 MILLION TOTAL

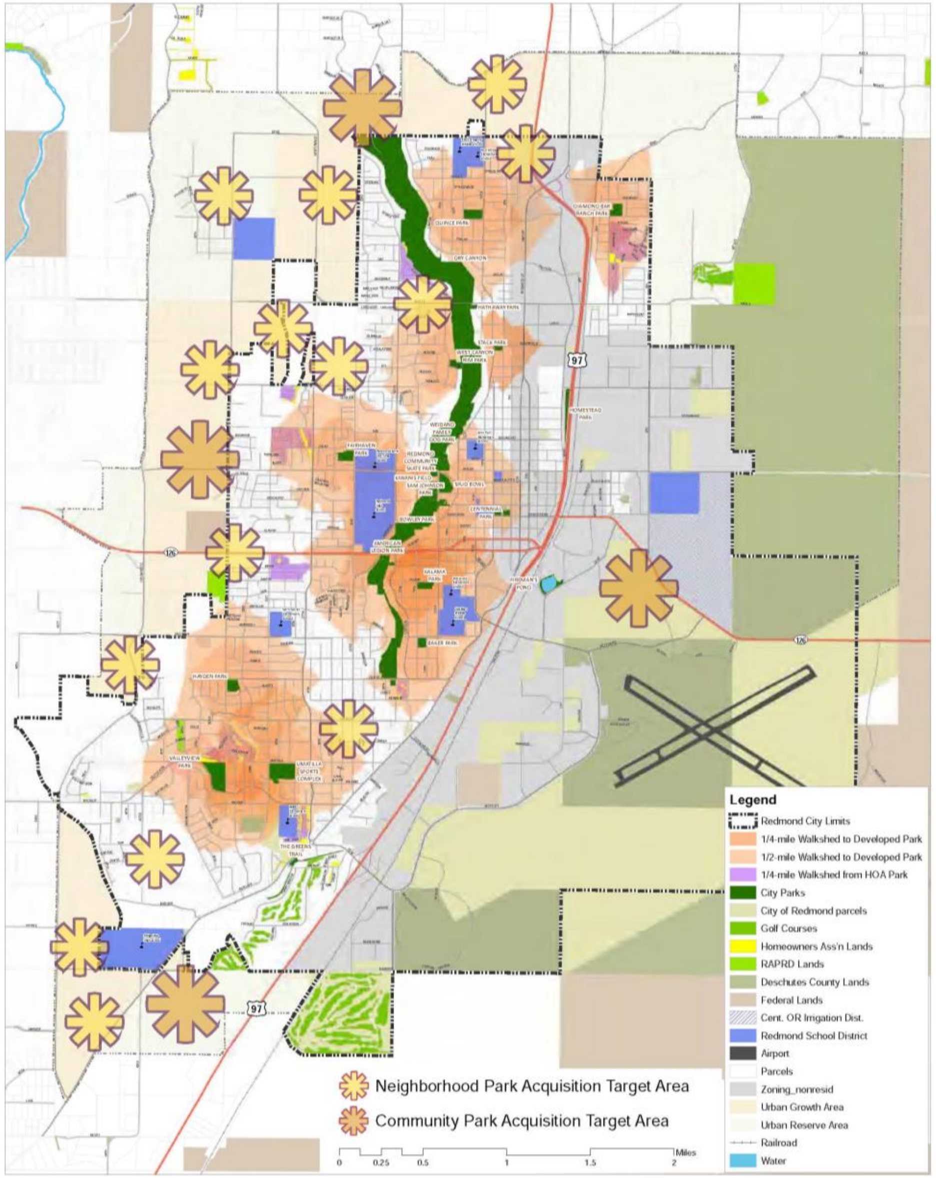
FY 21/22 – 25/26

PLANNED CAPITAL PROJECTS

Project	Start Fiscal Year	Completion Fiscal Year	Estimated Project Budget
Quartz Park	20/21	21/22	$2.9M
Umatilla Park Playground	21/22	21/22	$0.25M
Central Dry Canyon	20/21	25/26	$3.5 - $7M
Parkland Acquisition	21/22	TBD	$1.5M
Spruce Park	16/17	22/23	TBD
Neighborhood Park Upgrade	22/23	22/23	$0.3M
Redmond Wetlands Complex Trail	20/21	25/26	TBD
Pershall Property	22/23	25/26	$10.5 - $13.75M
Parkland Acquisition (TBD)	22/23	TBD	$1.5M
Homestead Canal Trail	23/24	25/26	$3.5M+
Varnish Park	24/25	TBD	TBD
Redmond Wastewater	24/25	25/26	TBD

POTENTIAL PARK OPPORTUNITIES

ACQUISITIONS/LEASE OPPORTUNITIES



Erickson Property –
SW Community Park

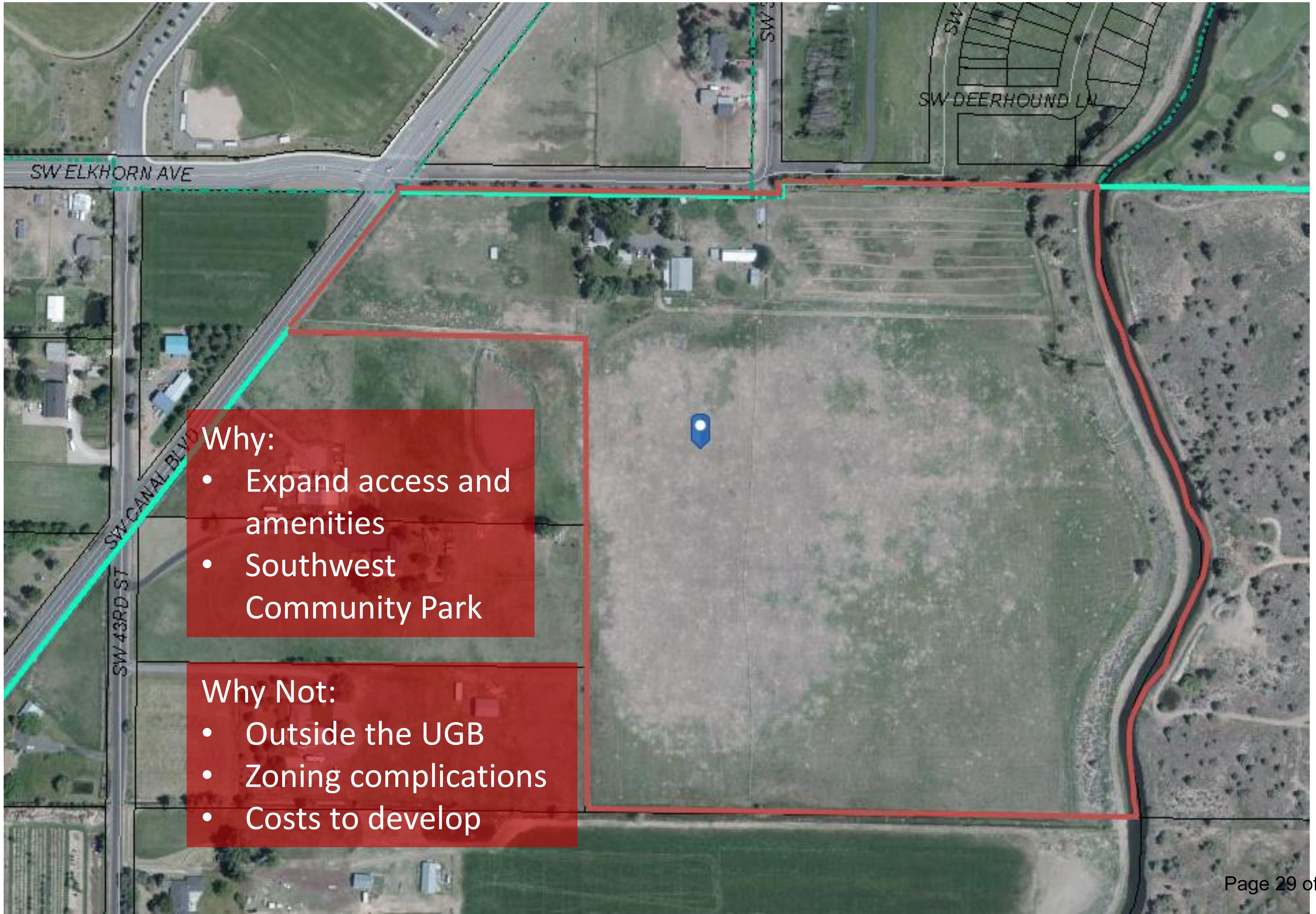
Cinder Pit –
SW Neighborhood Park

Redmond Caves –
SE Natural Resource Area

ACQUISITIONS – ERICKSON PROPERTY

20-ACRE PARCEL

SW Elkhorn / SW Canal



Why:

- Expand access and amenities
- Southwest Community Park

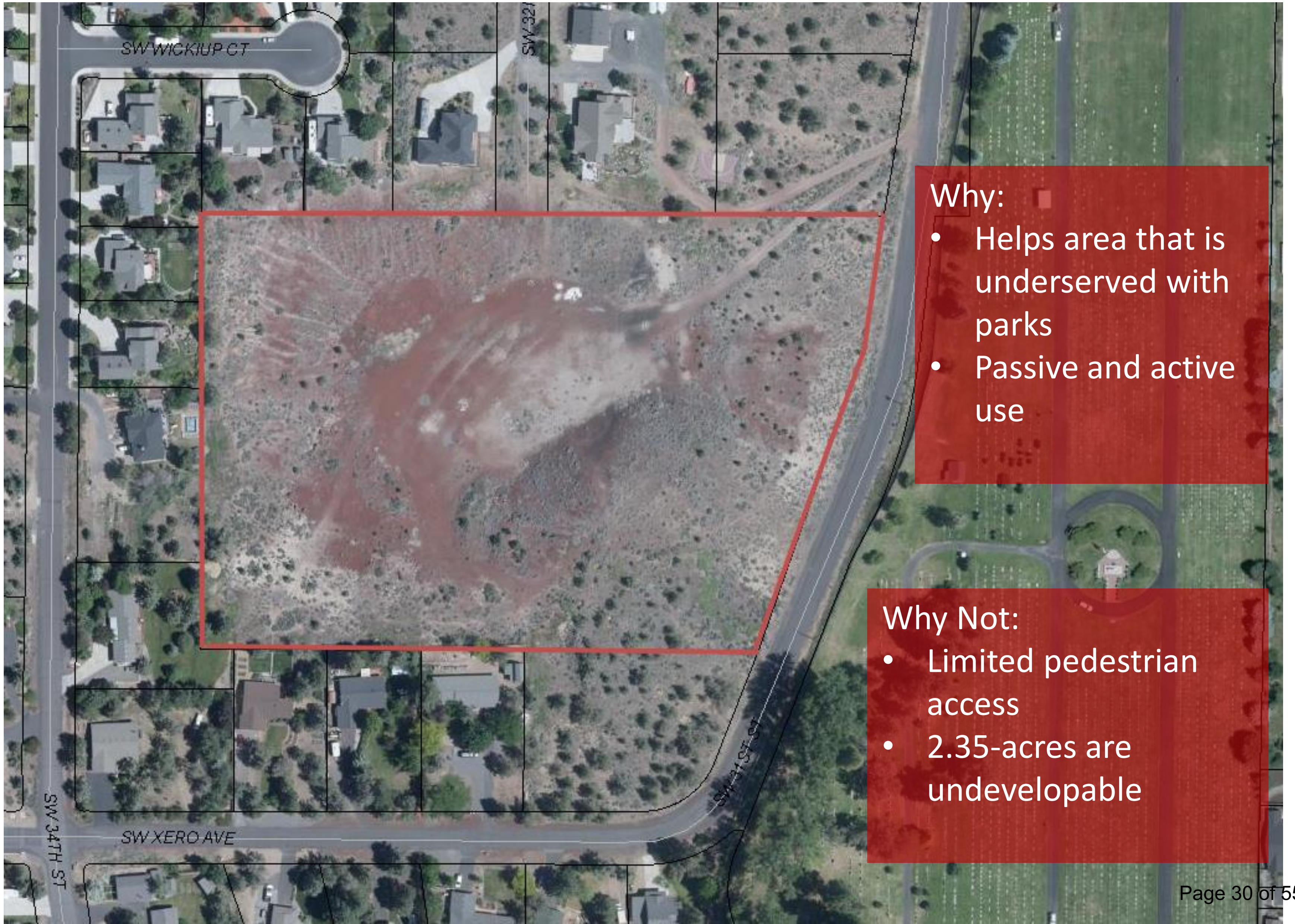
Why Not:

- Outside the UGB
- Zoning complications
- Costs to develop

ACQUISITIONS – CINDER PIT

8.35-ACRE PARCEL

SW 31st / SW Xero Ave



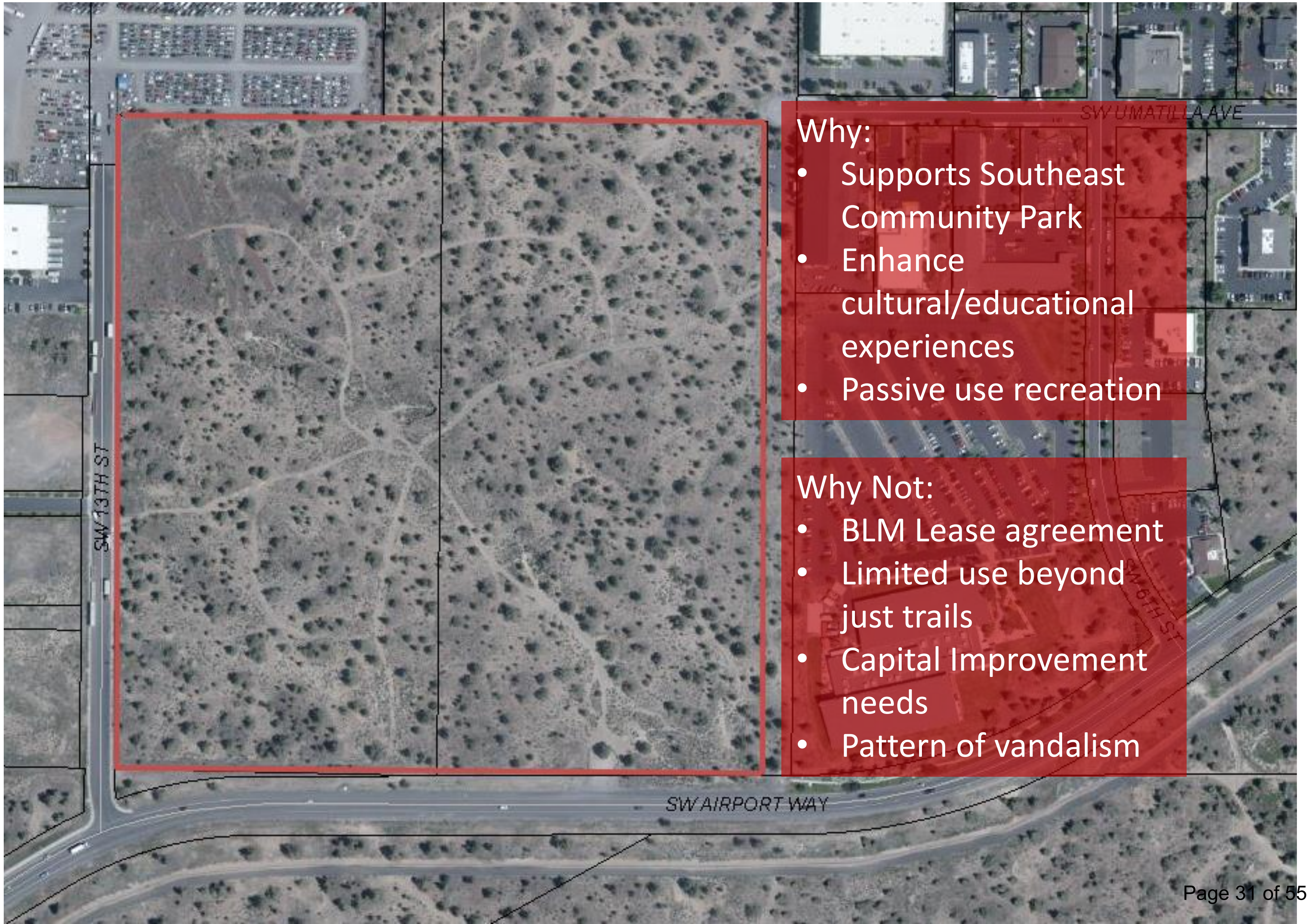
Why:
- Helps area that is underserved with parks
- Passive and active use

Why Not:
- Limited pedestrian access
- 2.35-acres are undevelopable

LEASE – REDMOND CAVES

40-ACRE PARCEL

SW 13th / SW Airport Way



Why:

- Supports Southeast Community Park
- Enhance cultural/educational experiences
- Passive use recreation

Why Not:

- BLM Lease agreement
- Limited use beyond just trails
- Capital Improvement needs
- Pattern of vandalism

DEVELOPMENT OPPORTUNITIES

CENTRAL DRY CANYON
Park Improvement Project

PERSHALL PROPERTY
New NW Community Park

CENTRAL DRY CANYON IMPROVEMENT

$3.2M-7.5M

23.43-acre
Community Park

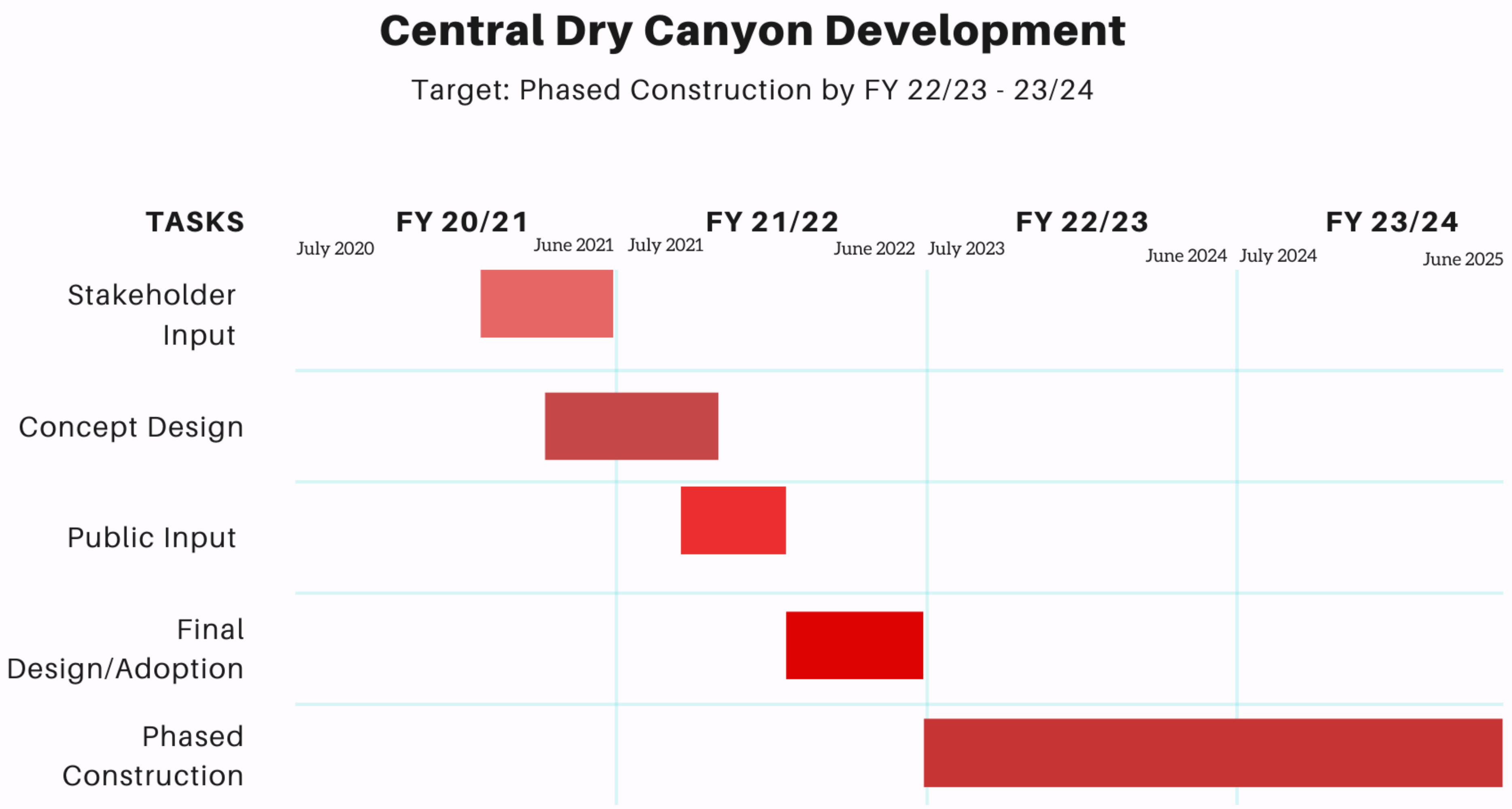
OPPORTUNITIES

- Improve pedestrian, bicycle, vehicle safety and access
- Improve entrance points
- Phased implementation

CONSTRAINTS

- Competing interests
- Max capacity and facility limits

CENTRAL DRY CANYON IMPROVEMENT PROJECT TIMELINE



SLIDE / 24

NORTH DRY CANYON

Pershall/ 19th

$10.5M- 13.7M

36-acre
Community Park

OPPORTUNITIES

- Lease complete 12/21/2021
- NW Community Park
- Dry Canyon continuation
- Phased Construction

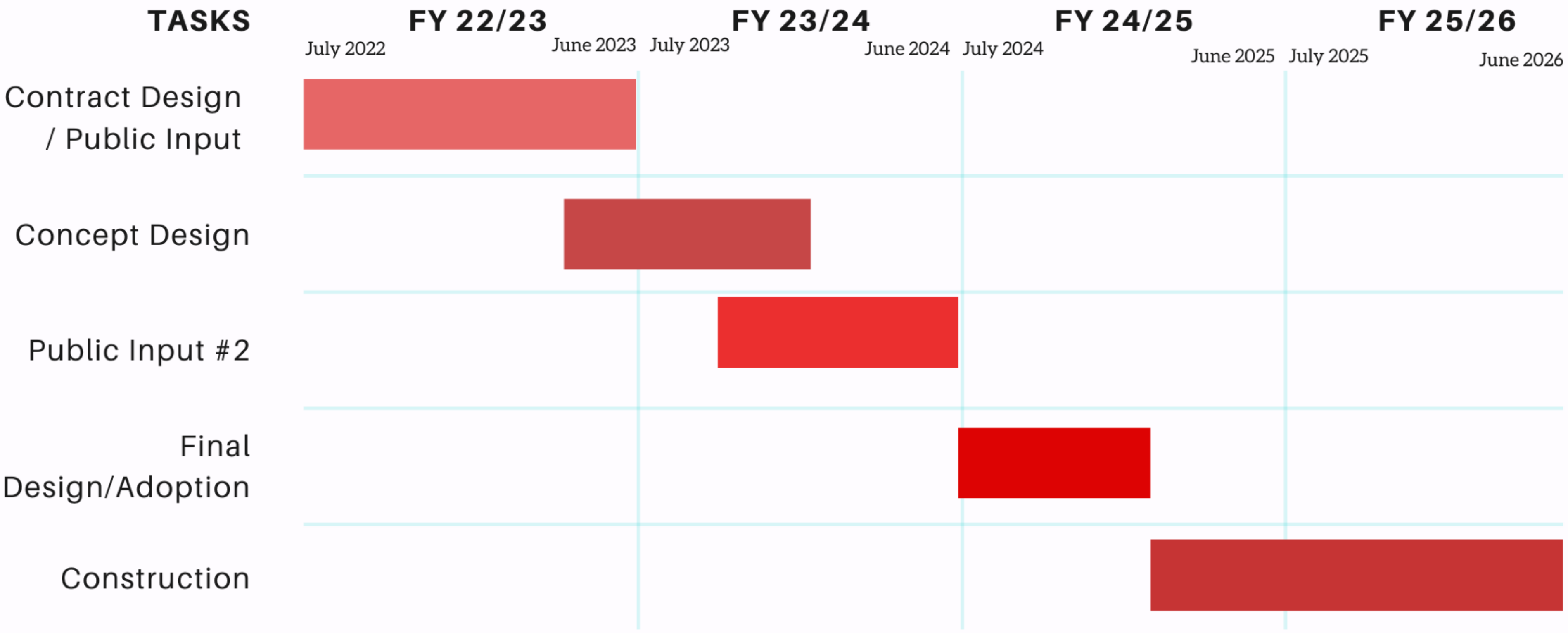
CONSTRAINTS

- Competing interests among stakeholders

PERSHALL PROPERTY COMPLETION TIMELINE

Pershall Property Development

Target: Complete by FY 25/26



ACQUISITION/LEASE OPPORTUNITIES

- Erickson Property
- Cinder Pit
- Redmond Caves

DEVELOPMENT OPPORTUNITIES

- Pershall Property
- Central Dry Canyon

QUESTIONS?

CITY OF REDMOND

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

STAFF REPORT

DATE:	October 12, 2021
TO:	City Council
THROUGH:	Keith Witcosky, City Manager John Roberts, Deputy City Manager Mike Caccavano, City Engineer
FROM:	Mark Chambers, GIS Analyst
SUBJECT:	Three-year extension to the City's ESRI GIS Software and Support Agreement in the amount of $113,100.

Addresses Council Goal:
1. SUSTAIN OPERATIONS: Provide or enhance current levels of operations in all facets of municipal service delivery. B.v: Incorporate strategic use of technology, social media, the internet and other tools to inform and communicate with citizens and stakeholders.

Report in Brief:
This item requests City Council approve a sole source selection and three-year contract extension, in the amount of $113,100, for the Small Government Enterprise License Agreement (SGELA) between the City of Redmond and Environmental Systems Research Institute Inc. (ESRI).

Background:
ESRI is the industry leader in Geographic Information System (GIS) software. The City has been using ESRI software since 1997 and the demand for its software and functions has grown significantly over the years.

GIS technology is utilized by almost all City departments or divisions, and it is considered an essential tool for completing daily work tasks. For example, all of the City's infrastructure is mapped, and sewer and waterline locations can be easily accessed by City staff, engineers, real estate professionals, developers and other members of the public. The GIS system also includes recent aerial photography, 2020 Comprehensive Plan zoning designations and street classifications from the Transportation System Plan.

There are presently approximately 75 desktop installations of GIS software within the City government, and there are two enterprise level GIS databases serving data to internal staff as well as to external customers via mobile and web-based GIS applications. This item is brought as a sole source selection; the efficient utilization of existing data/software requires acquiring compatible software. The City has paid an annual fee to ESRI for software support and maintenance.

Discussion:
The City previously paid for software support and maintenance based upon a “per license” agreement. Due to the increasing demand by City staff for GIS software access and the cost of the “per license” support and maintenance, the City chose the option of an SGELA with ESRI. This agreement provides for unlimited GIS software deployment within the City, Tier 1 Help Desk Support, discounted training through the ESRI, and three ESRI International User Conference Registrations.

The fee for SGELA is tiered based upon the population of the municipality. Redmond now has a population of more than 32,000. This has moved the City from a Tier 1 fee of $27,500 (for a population of 25,000 or less) to the Tier 2 fee of $38,500 (for a population of 25,000 to 50,000).

Fiscal Impact:
The cost of the Enterprise Software Agreement is $36,100 for Fiscal Year (FY) 2021/22, and $38,500 for FY 2022/23 and 2023//24 ($113,100 over the three-year extension). The expense is included in the FY 2021/22 budget within the Engineering Fund (22115-36-000-06-00-92).

Alternative Courses of Action:

1. Adopt sole source findings and approve a three-year extension to the Enterprise License Agreement with ESRI.
2. Do not approve the contract extension.
3. Request additional information.

Recommendation / Suggested Motion:
"I move to adopt sole source findings and approve the three-year extension to the Small Government Enterprise License Agreement between the City of Redmond and Environmental Systems Research Institute Inc to provide GIS software and support in the amount of $113,100 and to authorize the City Manager to sign the agreement."

CITY OF REDMOND
CONTRACT REVIEW BOARD

FINDINGS AND DECISION OF THE CITY OF REDMOND CONTRACT REVIEW BOARD REGARDING THE SOLE SOURCE SELECTION OF ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC. AS THE SOLE SOURCE FOR GEOAGRAPHICAL INFORMATION SYSTEM SUPPORT AND MAINTENANCE.

The City of Redmond Contract Review Board, having reviewed in documents provided by City Staff and heard their reports, makes the following findings of fact in support of the Sole Source award of the contract for $113,100 pursuant to ORS 279B.075 and Redmond City Code 2.410.

THE CITY OF REDMOND CONTRACT REVIEW BOARD FINDS AS FOLLOWS:

1. Environmental Systems Research Institute, Inc. (ESRI) software has been used by the City of Redmond for the Geographic Information System (GIS) since 1997.

2. ESRI has provided GIS software support and maintenance since 1997 with contracts that are renewed on a three-year basis.

3. ESRI GIS software is an essential tool for many city departments and is used on approximately 75 desktops.

4. ESRI's GIS is the industry leading software and City staff has invested 24 years of effort to input mapping, property ownership, utility and other data, set up display maps and develop platforms for accessing the data.

5. The efficient utilization of existing software and data requires acquiring compatible goods or services. Switching to software other than ESRI's would require an immense amount of effort and would disrupt use of the GIS for a significant time.

6. The contracting agency has negotiated with the sole source to obtain contract terms that are the most advantageous to the contracting agency.

ADOPTED by the City of Redmond Contract Review Board this 12th day of October 2021.

____
George Endicott, Mayor

ATTEST:

____
Kelly Morse, City Recorder

August 19, 2021

Mr. Mark Chambers
City of Redmond
243 E Antler Ave
Redmond, OR 97756

Dear Mark,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Heather Glock

Quotation # Q-437195

Date: August 19, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 23286 Contract # ENTERPRISE AGREEMENT

City of Redmond
Public Works Dept
243 E Antler Ave
Redmond, OR 97756

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/2/2021 To: 8/29/2021

ATTENTION: Mark Chambers
PHONE: 541-504-2014
EMAIL: markc@ci.redmond.or.us

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	$36,100.00	$36,100.00
		Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement		
168178	1	Year 2	$38,500.00	$38,500.00
		Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement		
168178	1	Year 3	$38,500.00	$38,500.00
		Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement		

Subtotal:	$113,100.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$113,100.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Heather Glock	hglock@esri.com	909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

Quotation # Q-437195

Date: August 19, 2021

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 23286 Contract # ENTERPRISE AGREEMENT

City of Redmond
Public Works Dept
243 E Antler Ave
Redmond, OR 97756

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/2/2021 To: 8/29/2021

ATTENTION: Mark Chambers
PHONE: 541-504-2014
EMAIL: markc@ci.redmond.or.us

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $___________, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

______________________________________ ____________________

Signature of Authorized Representative **Date**

____

Name (Please Print)

____

Title

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Heather Glock	hglock@esri.com	909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

Esri Use Only:
Cust. Name ______________
Cust. # ______________
PO # ______________
Esri Agreement # ____________

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities
Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Tracker for ArcGIS Enterprise
10 ArcGIS Tracker for ArcGIS Online
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
3 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**3**
Number of Tier 1 Help Desk individuals authorized to call Esri	**3**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

____
(Customer)

By: ______________________________________
Authorized Signature

Printed Name: ______________________________

Title: ______________________________________

Date: ______________________________________

CUSTOMER CONTACT INFORMATION

Contact: ____________________________________

Address: ____________________________________

City, State, Postal Code: ______________________

Country: ____________________________________

Quotation Number (if applicable): ________________

Telephone: __________________________________

Fax: ______________________________________

E-mail: ____________________________________

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or governmentowned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership 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: October 12, 2021
TO: Redmond City Council
THROUGH:
FROM: Keith Witcosky, City Manager
SUBJECT: Extended Enterprise Zone Agreement for Pacific Coast Supply

---

Addresses Council Goal:

4. ECONOMIC DEVELOPMENT

Develop and maintain an environment that promotes and supports a strong, healthy and diverse economic base.
B. Maintain Redmond's reputation as "the place to do business in Central Oregon".

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

Report in Brief:
This item requests City Council authorize an Enterprise Zone Extended Abatement Agreement for Pacific Coast Supply, d.b.a. Pacific Supply for one additional year of qualifying property tax abatement based on capital investment, new job creation and wages.

Background:
All employment lands in the City of Redmond are part of a State-enabled economic development designation known as the Enterprise Zone (E-Zone).

The E-Zone allows qualifying businesses and investments to receive a 100% abatement of property taxes associated with the assessed value of new qualifying capital improvements. Companies continue to pay taxes on the value of the land and any capital investments that are not eligible for the abatement. Depending upon the nature of the State program being used, E-Zone abatements can range from three (3) years; to five (5) years (known as the Extended program), to as many as (fifteen) 15 years (known as the Long-Term Rural program). The duration of the abatement is connected to the number of jobs created and wage level.

The three-year abatement does not have an average wage requirement. However, the Extended and Long-Term Rural programs require wages that are certified at or above 150% of Deschutes County average annual compensation ($71,393).

Compensation under the criteria includes salary, overtime, medical and retirement benefits. Not all jobs created need to exceed the 150 percent average annual compensation criteria, but rather an average of the overall compensation for all net new jobs needs to exceed the 150 percent average annual compensation criteria.

Extended abatements are done through agreements by the E-Zone sponsor(s) which extend the tax abatement for either one or two years beyond the standard three-year abatement. Extended abatements need to be approved by the sponsor(s) of the E-Zone. It is the prerogative of the sponsor agency whether or not the approval is made by the governing body or administratively. The Greater Redmond Area E-Zone has three co-sponsors: The City of Redmond; Deschutes County; and the City of Sisters. The City of Redmond's policy is that the Redmond City Council approves all extended E-Zone agreements.

Additionally, the City of Redmond waives or reduces, depending upon specific set criteria, land-use, building and permitting fees.

Discussion:

What began as Anderson Lumber in 1953 in Sacramento, California, Pacific Coast Supply has grown to one of the largest and most diversified building supply distribution companies in the West. Their 44 locations are strategically located throughout twelve states and carry an inventory of over 22,000 products. The Redmond location will distribute roofing supplies, wall board and other construction materials and supplies.

Pacific Coast Supply purchased land from the City in the Desert Rise Industrial Park. Their intention is to build an approximate 30,000 square feet office/warehouse at 11th and Antler and to employ 15 people in the Central Oregon area. Current plans target an opening in June 2022. The company will likely operate two semi-style trucks, two ten- or six-wheeled flatbeds, associated conveyors/boom attachments and four yard lifts to move their product to market.

Pacific Coast Supply submitted an application in April 2021 requesting an extended abatement.

The project being undertaken is construction of a new building and new equipment. Total project cost is estimated at $4 million, which includes equipment. The company is eligible for a four-year exemption. Roughly $3 million is capital construction and $1 million is capital equipment.

The firm will create 15 new jobs in Redmond by the first year of exemption (hiring expected to begin in Spring 2022). The application and wage documentation have been certified above 150% by City Manager Keith Witcosky and Enterprise Zone Manager Jon Stark.

This E-Zone Extended Abatement Agreement is for one additional year for a total of 4 consecutive years.

Fiscal Impact:

This action will extend the property tax abatement for the qualified project by one year, impacting the City of Redmond's property tax collections. The City of Redmond's apportionment of the abatement is estimated to be $12,000/year.

Alternative Courses of Action:

1. Approve the Agreement for Oregon Enterprise Zone Extended Abatement for Pacific Coast Supply, d.b.a. Pacific Supply
2. Do not approve the Agreement for Oregon Enterprise Zone Extended Abatement for Pacific Coast Supply, d.b.a. Pacific Supply in which the firm would still be eligible for the "Standard" abatement of three (3) years.

Recommendation / Suggested Motion:

"I move to approve the Agreement for an Oregon Enterprise Zone Extended Abatement for Pacific Coast Supply, d.b.a. Pacific Supply."

Greater Redmond Area Enterprise Zone Extended Abatement

WRITTEN AGREEMENT WITH THE GREATER REDMOND AREA ENTERPRISE ZONE SPONSORS TO EXTEND PROPERTY TAX EXEMPTION TO FOUR CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT BY Pacific Coast Supply, d.b.a. Pacific Supply]

The sponsors of the Greater Redmond Area Enterprise Zone comprising the governing bodies of [the City of Redmond, Sisters and Deschutes County] (hereinafter the “Zone Sponsor") and Pacific Coast Supply, d.b.a. Pacific Supply (hereinafter the “Firm") do hereby enter into an agreement pursuant to ORS 285C.160 for extending the period of time in which the Firm will receive a property tax exemption on its proposed investments in qualified property in the Greater Redmond Area Enterprise Zone contingent on certain special requirements.

The Zone Sponsor and the Firm jointly acknowledge: That subject to the Firm’s timely submission of an application for authorization, the satisfaction of applicable requirements under ORS 285C.050 to 285C.250 (the “Statute”), and the Zone Sponsor’s approval thereof, the Firm is eligible for three years of property tax exemption on its qualified property. So long as the Firm elects to continue to receive this property tax exemption and continues to qualify, then this agreement shall have no effect on this three-year exemption. Nothing in this agreement shall be construed as a waiver of the qualification requirements of the Statute. If the Firm loses its qualified status for any reason set forth in the Statute, then this agreement becomes null and void.

The Zone Sponsor extends The Firm's property tax exemption an additional one year on all property that initially qualifies in the Greater Redmond Area Enterprise after the initial assessment year beginning on January 1, 2023 and, thus, sets a total period of exemption of four consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be continuously satisfied.

CONFIRMATION OF STATUTORY PROVISIONS

In order to receive the additional one year of enterprise zone exemption granted herein, the Firm agrees under 285C.160(3)(a)(A) that for each year of the entire exemption period, including the first three years and the additional one year, all of the Firm's new employees will receive an average rate of compensation equal to or greater than 150 percent of the county average annual wage, as determined at the time the enterprise zone tax exemption is authorized in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 674 (123-674-0600), the “Compensation standard” .

Only "Affected Employees" are counted. Affected Employees means persons, positions or jobs under ORS 285C.050(13) that satisfy the following criteria: (a) included as "employment of the firm" in accordance with OAR 123-674-0200; and (b) new jobs filled for the first time: (A) after the date of Application under ORS 285C.140(1), even if an individual filling the job is already employed by the eligible business firm in another position that is refilled within the zone; and (B) on or before December 31 at the end of the initial exemption year, and located within the current boundaries of the Greater Redmond Area Enterprise Zone.

Only full-time, year-round and non-temporary employees engaged a majority of their time in the Firm's eligible operations consistent with ORS 285C.135 including but not limited to persons who perform eligible activities as described in OAR 123-674-1100 or 123-674-1200(3) or (4) and OAR 123-674-0200 are counted, regardless of whether such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by the Firm.

LOCAL ADDITIONAL REQUIREMENTS

The Zone Sponsor does not request any requirement of The Firm and relinquishes all rights to make the additional [one/two] years of property tax exemption granted herein contingent on additional requirements that might otherwise be reasonably requested under ORS 285C.160(a)(B).]

ACCEPTING FOR THE CO-SPONSORS OF THE GREATER REDMOND AREA ENTERPRISE ZONE:

Signature: ______________________________ Date: _________________

George Endicott, Mayor,
City of Redmond

Signature: ______________________________ Date: _________________

Tony DeBone, Board Chair,
Deschutes County

Signature: ______________________________ Date: _________________,

Michael Preedin, Mayor,
City of Sisters

ACCEPTING FOR THE FIRM:

Signature: ______________________________ Date: _________________

Representative Signature

____

Printed Name / Title

____

Address

____

City, State, Zip

____

Phone / Fax

____

Email