



CITY OF REDMOND

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CITY COUNCIL

April 12, 2022
Council Chambers • 411 SW 9th Street

COUNCIL MEMBERS

George Endicott
Mayor

Jay Patrick
Council President

Krisanna
Clark-Endicott
Councilor

Clifford Evelyn
Councilor

Ed Fitch
Councilor

Shannon Wedding
Councilor

Cat Zwicker
Councilor

APRIL 12, 2022

REGULAR MEETING AGENDA

6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Pastor Randy Folkenberg, Redmond Seventh-Day Adventist Church

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS FROM CITIZENS AT THE MEETING

V. CONSENT AGENDA

- A. Minutes of November 9, 2021, Joint Workshop with Deschutes County Commissioners
- B. Minutes of March 15, 2022, Joint Workshop with Deschutes County Commissioners
- C. Minutes of March 15, 2022, Council Meeting
- D. Minutes of March 29, 2022, Council Meeting
- E. Intergovernmental Agreement with Jefferson County for Building Services
- F. 2022 Certified Local Government Grant; \$9,900

VI. PROCLAMATIONS

- A. Rotary Club of Redmond Day
- B. Fair Housing Month

VII. PRESENTATIONS

- A. If I were Mayor Contest
- B. Jericho Road Annual Report
- C. 2021 Redmond Police Department Year in Review
- D. Homelessness, background on legal cases: Update and refresher.

VIII. BID AWARDS / BID REJECTIONS

- A. On-call Traffic Engineering Services contracts to both Transight Consulting, LLC and Kittelson and Associates of up to \$50,000 each per year; and a not to exceed amount of \$500,000 over a five-year term.
- B. Award contract to Murraysmith Inc. for analysis and design of the SW Airport Way/19th Street Roundabout for \$610,434; Project #TR2202
- C. Award Architectural and Engineering Services for Terminal Building Expansion to RS&H Oregon (Project No. AP2205) (Contract No. 2022-33): Not to exceed \$13,000,000.

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

SPECIAL CITY COUNCIL JOINT WORKSHOP OF THE CITY OF REDMOND AND DESCHUTES COUNTY BOARD OF COMMISSIONERS WAS HELD NOVEMBER 9, 2021, VIA GOTOMEETING.

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

COMMISSIONERS PRESENT: Patti Adair – Phil Chang – Tony DeBone

STAFF PRESENT: City Manager Keith Witcosky – City Attorney Keith Leitz – Airport Director Zachary Bass – Police Chief Dave Tarbet – Police Captain Devin Lewis – Public Works Director Bill Duerden – City Recorder Kelly Morse – Deputy City Manager John Roberts – IT Manager Matt Hayes – Chief Financial Officer Jason Neff – Accounting and Financial Reporting Director Brooks Slyter – Communications Director Heather Cassaro – Josh Hoff – Wastewater Division Manager Ryan Kirchner

OTHERS PRESENT: Deschutes County Administrator Nick Lelack – Deschutes County Director of Public Works Chris Doty – Operation Officer Chris Weiler, Deschutes County Health Services – Community Development Director Peter Gutowsky

MEDIA PRESENT: None

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

PRESENTATIONS / DISCUSSIONS

A. Redmond Wetlands Complex: Project Update and City/County Memorandum of Understanding

Deschutes County Director of Public Works Chris Doty walked through the Memorandum of Understanding (MOU) for a future sanitary system in Terrebonne which does not currently have a sewer system. The County was made aware of the opportunity to partner on a future sanitary district with the City of Redmond as it creates the Redmond Wetlands Complex (RWC). The Board would contribute \$1 million to the RWC to purchase capacity for Terrebonne.

Wastewater Division Manager Ryan Kirchner provided a presentation on the RWC and sought approval, of the MOU to further coordinate efforts regarding the viability of connecting Terrebonne's community septic systems to the RWC. He noted a key element of the MOU is that the County will continue to assist Terrebonne with the formation of a Terrebonne sewer district. The City and County will continue to pursue a binding Intergovernmental Agreement to further define the terms and connection to the RWC.

Mr. Doty and Mr. Kirchner addressed questions from the Council and Board regarding failing septic systems, Terrebonne's effect on Redmond's system and impacts should a Terrebonne sewer district fail to form.

B. Skyline Village Project Status

Deputy City Manager John Roberts provided an update on Skyline Village. Highlights included an overview of the location, land use entitlement, and where the project is headed in the next few months. He noted the project moved forward because of the County's ability to donate land to Redmond in December 2019. Mr. Roberts discussed the timeline of the project and Request for Qualifications for a master developer, noting the goal is to start construction in late 2022. Mr. Roberts answered questions on whether the master developer would also build part of the project.

C. Deschutes County North County Campus

Deschutes County Health Services Operations Officer Chris Weiler stated the County has taken a careful look at the way in which it delivers behavioral health and public health services in the Redmond area. He notes the Board wanted to ensure the multimillion-dollar investment in a North County campus made sense and would be the right thing for the Redmond, surrounding communities, and the clients.

He explained that plans for the new location begins with the identifying needs, noting the fundamental limitation with County Health Services in Redmond is not being able to provide the same level or degree of services as they do in the Bend area, partly due to the restriction in the amount of space Health Services had to work with. Many Redmond residents go to Bend to receive services. Looking to the future, the County needs to ensure the ideal services could be provided in the Redmond area as well. The County was also interested in determining what other County services could have a presence at this site to further benefit people in the area. The proposed location is 236 and 244 NW Kingwood Avenue, just south of the St. Charles Hospital.

D. Redmond Public Safety Facility: Project Overview

Mr. Witcosky provided an update on the City's proposed Public Safety Facility (PSF), highlighting various department service needs as well as building uses and how Redmond's current police station is suboptimal in many of those areas. The current station is approximately 13,000 square feet and sits on a one-acre lot. The City recently closed on land that is about eight acres with an adjacent six or seven acres the City will pursue as well which would enable the site to expand in the future.

Mr. Witcosky described the current facility's deficiencies, noting that last year, there were more than 500 hours of maintenance costing \$30,000. There is insufficient room for storage and examination of evidence and records and no command center, privacy for the investigators, or secure officer parking. The PSF will address these and many more deficiencies.

The estimated cost of the new facility is \$25 million to \$30 million. He notes the goal is to build a facility that is 35,000 to 40,000 square feet, which is in line with other communities similar in size to Redmond. The City is working with the architecture design firm that did City Hall.

Mr. Witcosky provided information on funding for the PSF, project timeline, and sample polling conducted by the Gallitan Group last July.

Councilor Patrick thanked the County for contributing \$900,000 for Bethlehem Inn, which saves the City of Redmond money for the PSF.

Commissioner Chang believes the high favorability poll result for mental health services suggests the people of Redmond have a broad view of public safety and where investments can be made in services to improve and protect public safety.

Chair DeBone thanked Chief Tarbet for his service upon his retirement.

OTHER BUSINESS

There being no further business the workshop was adjourned at 7:09 p.m.

Prepared by ABC Transcription Service and reviewed by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 12th day of April 2022.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

SPECIAL CITY COUNCIL JOINT WORKSHOP OF THE CITY OF REDMOND AND DESCHUTES COUNTY BOARD OF COMMISSIONERS WAS HELD MARCH 15, 2022, VIA GOTOMEETING.

COUNCIL MEMBERS PRESENT: Krisanna Clark-Endicott – George Endicott – Clifford Evelyn – Jay Patrick – Cat Zwicker

COUNCIL MEMBERS EXCUSED: Ed Fitch – Shannon Wedding

COMMISSIONERS PRESENT: Patty Adair – Phil Chang – Tony DeBone

STAFF PRESENT: City Manager Keith Witcosky – City Attorney Keith Leitz – Airport Director Zachary Bass – Police Chief Devin Lewis – Public Works Director Bill Duerden – Assistant to the Recorder’s Office Trish Pinkerton – Deputy City Manager John Roberts – IT Specialist Nam Ly – Chief Financial Officer Jason Neff – Accounting and Financial Reporting Director Brooks Slyter – Communications Director Heather Cassaro – Economic Development/Urban Renewal Program Manager Chuck Arnold – Urban Renewal Program Analyst Meghan Gassner – Associate Planner Megan Jacob

OTHERS PRESENT: Deschutes County Administrator Nick Lelack – Deschutes County Deputy Administrator Erik Kropp – Deschutes County Property and Facilities Director Lee Randall – Program Manager Behavioral Health Crisis Services Holly Harris

MEDIA PRESENT: Kelsey McGee – KTVZ

Mayor Endicott and Chair Adair called the workshop to order at 6:01 p.m.

PRESENTATIONS

A. Skyline Village Status Report

Deputy City Manager John Roberts presented an update on Skyline Village. The project will feature between 450 and 500 units, with half affordable to households earning 80 percent or less of the Area Median Income. All land-use entitlements have been completed. The next step is to issue a Request for Qualifications for a project manager. Selection should be complete in late May.

B. Stabilization Center/North County Campus

Deschutes County Facilities Director Lee Randall and Behavioral Health Program Manager Holly Harris outlined plans for the North County Campus on land Deschutes County purchased near St. Charles. One building on the site will house public health services, as well as offices for Veterans’ Services, the medical examiner and a branch of the County Clerk’s office. The second building will house behavioral health services, including outpatient and crisis services. The campus is scheduled to open in 2023.

C. Urban Renewal Plan End Date / Downtown District

Urban Renewal Program Analyst Meghan Gassner presented the work plan of the Downtown Urban Renewal Advisory Committee and their priorities for 2022-2023: family activities and amenities, housing, and acquiring properties. Economic Development/Urban Renewal Program Manager Chuck Arnold explained the rationale behind removing the end date for the Downtown Urban Renewal Plan is to allow continued investment in the district.

D. Joint Office on Homelessness / Status and Plans

DRAFT

County Administrator Nick Lelack gave an update on the Joint Office on Homelessness. The effort to establish the office remains in the organizing phase and awaits the governor's signature on the legislation establishing the pilot program and allocating its \$1 million in funding.

Deputy County Administrator Erik Kropp presented the status of Oasis Village, which will occupy two acres of a 10-acre county-owned parcel north of East Highway 126. The tiny home village will be modeled after the Veterans' Village in Bend. Organizers have received approximately \$1 million from various state and county sources for construction and programs. The County is working on a master plan for the entire 10 acres. The Council requested that parking for recreational vehicles be included to get them off City streets.

Mayor Endicott proposed that the next joint meeting between the City Council and County Commissioners include a townhall on homelessness. The Commissioners agreed.

There being no further business the workshop was adjourned at 7:09 p.m.

Prepared by Trish Pinkerton, Asst. to the Recorder's Office

APPROVED by the City Council and SIGNED by the Mayor this 12th day of April 2022.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

SPECIAL CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD MARCH 15, 2022, VIA GOTOMEETING.

COUNCIL MEMBERS PRESENT: Krisanna Clark-Endicott – George Endicott – Clifford Evelyn – Jay Patrick – Cat Zwicker

COUNCIL MEMBERS EXCUSED: Ed Fitch – Shannon Wedding

STAFF PRESENT: City Manager Keith Witcosky – City Attorney Keith Leitz – Airport Director Zachary Bass – Police Chief Devin Lewis – Public Works Director Bill Duerden – Assistant to the Recorder's Office Trish Pinkerton – Deputy City Manager John Roberts – IT Network Tech Nam Ly – Chief Financial Officer Jason Neff – Accounting and Financial Reporting Director Brooks Slyter – Communications Director Heather Cassaro

MEDIA PRESENT: Kelsey McGee, KTVZ

Mayor Endicott called the meeting to order at 7:13 p.m. A quorum was established.

ACTION ITEMS

A. Council Commitment to Cap Public Safety Facility Project at \$49 million

City Manager Keith Witcosky introduced the opportunity for Council to commit to voters that the budget for the proposed Public Safety Facility will be capped at \$49 million as discussed by Council at the February 22, 2022, meeting.

Councilor Clark-Endicott moved, seconded by Councilor Patrick, to approve the statement, "The Redmond City Council collectively commits to capping the budget for the Public Safety Facility at \$49 million and further commits to advocate for the project and the campaign to gain the support of Redmond voters for the passage of a \$40 million bond for the May 17, 2022, election", motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-absent, Patrick-yes, Wedding-absent, Zwicker-yes)

B. Resolution #2022-07 – A resolution of the City of Redmond to make budget adjustments. (In Fiscal Year 2021/22 for the May 2022 allocation of American Rescue Plan Act resources towards a new Public Safety Facility: Estimated to be \$2,931,535.)

Chief Financial Officer Jason Neff requested Council approve a budget adjustment to reserve the \$2.93 million in American Rescue Plan Act funds that the City anticipates receiving in May for construction of the Public Safety Facility.

Councilor Patrick moved, seconded by Councilor Clark-Endicott, to adopt Resolution #2022-07, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-absent, Patrick-yes, Wedding-absent, Zwicker-yes)

There being no further business, the meeting was adjourned at 7:21 p.m.

Prepared by Trish Pinkerton, Asst. to the Recorder's Office

APPROVED by the City Council and SIGNED by the Mayor this 12th day of April 2022.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

SPECIAL CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD MARCH 29, 2022, VIA GOTOMEETING.

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

STAFF PRESENT: City Manager Keith Witcosky – City Attorney Keith Leitz – Police Chief Devin Lewis – Public Works Director Bill Duerden – City Engineer Mike Caccavano – City Recorder Kelly Morse – Deputy City Manager John Roberts – IT Manager Matt Hayes – Chief Financial Officer Jason Neff – Accounting and Financial Reporting Director Brooks Slyter – Communications Director Heather Cassaro – Parks Planner and Project Manager Maria Ramirez – Street Operations Manager Brad Haynes – CDD Programs Coordinator Jackie Abslag – Wastewater Division Manager Ryan Kirchner

MEDIA PRESENT: None

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

CONSENT AGENDA

- A. Golf Fund – Equipment Purchase
 - 1. Purchase of three pieces of Grounds Maintenance Equipment at Juniper Golf Course: \$59,170
 - 2. Budget Adjustment for Golf Maintenance Equipment: \$60,000.
- B. Approval of Social Gaming License: Loyal Order of Moose, Redmond Lodge 323

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

PROCLAMATIONS

- A. Arbor Week

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

Mayor Endicott read the proclamation.

BID AWARDS / BID REJECTIONS

- A. Award of contract to Murraysmith, Inc. for design of Well 9 (WA2202): \$460,039

City Engineer Mike Caccavano requested approval of a contract with Murraysmith, Inc. in the amount of \$460,039 for the design of Well 9. The City received only one proposal in response to a formal Request for Qualifications. Murraysmith, Inc designed the reservoir and booster pump at Well 7 and the South Redmond Water Facility. Well 9 will be located near the dog park.

Councilor Wedding moved, seconded by Councilor Fitch, to authorize the City Manager to sign the contract with Murraysmith Inc. for design of Well 9 in the amount of \$460,039, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

- B. Purchase of Restroom and Pavilion Materials for Quartz Park (PK2001); \$292,971.28

Parks Planner and Project Manager Maria Ramirez requested approval of a contract with Romtec, Inc. for the purchase of Quartz Park restroom and pavilion materials. A contract, in the amount of \$292,971.28, will be made through an interstate cooperative procurement agreement administered by Sourcewell and will save the City 6 percent.

Councilor Clark-Endicott moved, seconded by Councilor Zwicker, to authorize the City Manager to enter into a contract with Romtec, Inc. for the purchase of restroom and pavilion materials at Quartz Park in the amount of \$292,971.28, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

- C. 2022 Liquid Roads Project Bid Award to TopLoc Asphalt Maintenance, LLC, DBA Central Oregon Asphalt Sealing; \$110,000

Street Operations Manager Brad Haynes sought approval of a bid award for the 2022 Liquid Roads Project to TopLoc Asphalt Maintenance, LLC, dba Central Oregon Asphalt Sealing. The City received three bids in response to an informal solicitation. After review, TopLoc Asphalt Maintenance, LLC, DBA Central Oregon Asphalt Sealing was deemed the lowest responsible bidder at \$109,995.

Councilor Fitch moved, seconded by Councilor Wedding, to award the 2022 Liquid Roads Project to TopLoc Asphalt Maintenance, LLC, DBA: Central Oregon Asphalt Sealing in the not to exceed amount of \$110,000 and authorize the City Manager to sign the contract, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

- D. 2022 Type III Slurry Seal Project Bid Award to Doolittle Construction (TR2203); \$475,000

Mr. Haynes requested approval of a contract with Doolittle Construction for the 2022 Type III Slurry Seal Project, in the amount of \$475,000. The City received three proposals in response to a formal Invitation to Bid. After review of the proposals, Doolittle Construction was deemed the lowest responsible bidder at \$469,010.23.

Councilor Clark-Endicott moved, seconded by Councilor Wedding, to award the 2022 Type III Slurry Seal Project to Doolittle Construction in the not to exceed amount of \$475,000 and authorize the City Manager to sign the contract, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

- E. 2022 Overlay Project Bid Award to Tri-County Paving, LLC; \$450,000

Mr. Haynes requested approval of a contract with Tri-County Paving, LLC for the 2022 Overlay Project, in the amount of \$450,000. The City received three proposals in response to a formal Invitation to Bid. After review of the proposals, Tri-County Paving, LLC was deemed the lowest responsible bidder at \$544,000. Because their proposal was substantially more than the City's estimate, the scope of the project was reduced to align with the available budget of \$450,000.

Councilor Fitch moved, seconded by Councilor Clark-Endicott, to award the 2022 Overlay Project to Tri-County Paving, LLC in the not to exceed amount of \$450,000 and authorize the City Manager to sign the contract, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

- F. Award Audit Service Contract to Dickey & Tremper, LLP: Approximately \$255,000.

Accounting and Financial Reporting Director Brooks Slyter requested approval of a contract with Dickey & Tremper, LLP for audit services and financial statement preparation. The City issued a formal Request for Proposal and received only one response. The contract proposes a three-year term with three optional one-year extensions. The initial three-year contract is estimated to cost \$255,000.

Councilor Fitch moved, seconded by Councilor Patrick, to authorize the City manager to sign a three-year contract with three optional one-year extensions for professional audit services to Dickey & Tremper, LLP in an amount not to exceed \$77,060 plus \$5,395 per single audit major program, and increasing each year by the greater of 3% or the Consumer Price Index as defined in the proposal, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

ACTION ITEMS**A. Special Event Street Closure for the Redmond Run on June 18, 2022**

CDD Programs Coordinator Jackie Abslag requested approval of a special event street closure for the Redmond Run. The permit requests closure of SW 6th Street from Black Butte Boulevard to Forest Avenue on Saturday, June 18, 2022, from 5:00 a.m. through 10:00 a.m. SW 5th and 7th Streets will remain open for traffic. Affected downtown property owners were notified of the closure and no comments were received. Fees for the event permit are as follows:

Permit Fee: Street Closure	\$200.00
Public Works Fee: Traffic Control	No Charge (Organizer is hiring their own Traffic Consultant)
Deposit (Refundable after the event)	\$250.00
Total:	\$450.00

Councilor Clark-Endicott moved, seconded by Councilor Patrick, to approve the Public Assembly Permit for the Redmond Run, maintaining the fee schedule as shown, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

B. Investment Policy - Approval of Material Changes

Chief Financial Officer Jason Neff explained that the City is required to approve its Investment Policy annually. Staff submitted an updated policy to the Oregon Short Term Fund (OSTF) Board in January 2022. The OSTF Board made additional recommendations that have been incorporated. Material revisions includes authorized securities, minimum rating requirements and maximum maturities.

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

C. Initiation of Alley Vacation in Block 34, Townsite of Redmond (Centennial Park)

Mr. Caccavano requested the Council initiate an alley vacation in Block 34, Townsite of Redmond. The right-of-way (ROW) is located in Centennial Park between the Becky Johnson Community Center (BJCC) and the Patrick Building. The portion of alley on Deschutes Avenue between the BJCC and the Patrick Building is currently used by the BJCC and Deschutes Children's Foundation as a Head-Start childcare play area. Because the Patrick Building has been redeveloped, the play area prevents use of the alleyway as an alley. This vacation works with the proposed settlement agreement between the City, Deschutes County, and owners of the Patrick Building. Staff is requesting that Council initiate the vacation process and set the public hearing for Tuesday, April 26, 2022. Councilor Fitch declared a conflict of interest and recused himself from the vote.

Councilor Clark-Endicott moved, seconded by Councilor Patrick, to initiate vacation proceedings for the alley in Block 34, Townsite of Redmond and establish a public hearing date of April 26, 2022, at the regularly scheduled City Council meeting, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

D. Settlement Agreement and Alley Vacation of Right-Of-Way between the Becky Johnson Community Center and the Patrick Building.

Deputy City Manager John Roberts presented the Council with the proposed settlement agreement to vacate a portion of ROW between the BJCC and the Patrick Building. The agreement requires the City to reconstruct the existing childcare play area at a cost of \$64,600. Mr. Roberts provided historical background on development of the play area. Councilor Fitch declared a conflict of interest and recused himself from the vote.

Councilor Zwicker moved, seconded by Councilor Clark-Endicott, to authorize the City Manager to sign the Settlement Agreement to execute vacation of a portion of Right-of-Way and construction of a new play area between the Becky Johnson Community Center and Patrick Building, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

E. Ord. #2022-01 - An ordinance granting a nonexclusive telecommunication franchise to Blue Mountain Networks, LLC.

Ms. Slyter requested approval of Ordinance #2022-01 which grants a five-year nonexclusive telecommunication franchise agreement to Blue Mountain Networks, LLC. The agreement will automatically renew for two successive five-year terms unless terminated. Blue Mountain Networks, LLC President Joe Franell introduced himself and addressed questions from the Council.

Councilor Fitch moved, seconded by Councilor Patrick, to have a first and second reading of Ordinance #2022-01, by title only, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

City Attorney Keith Leitz read the first and second reading of Ord. #2022-01 by title only.

Councilor Fitch moved, seconded by Councilor Patrick, to approve Ord. #2022-01, motion passed. (ROLL CALL: Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

F. Res. #2022-09 - A resolution authorizing application and acceptance of a grant of up to \$750,000 from the Oregon Parks and Recreation Department for development of the Redmond Wetlands Complex Trail System.

Parks Planner and Project Manager Maria Ramirez requested approval of Resolution #2022-09 which authorizes submittal of a grant application to the Oregon Parks and Recreation Department. The grant would provide for up to \$750,000 in project costs for Americans with Disabilities Act compliant trail systems and complementing amenities through the Redmond Wetlands Complex. The projected cost of the trail system is \$5 million. The Council discussed a financial cap for the project.

Councilor Fitch moved, seconded by Councilor Patrick, adopt Resolution No. 2022-09 authorizing application and acceptance of the Redmond Wetlands Complex Trail System Grant, motion passed. (Clark-Endicott-yes, Endicott-yes, Evelyn-yes, Fitch-yes, Patrick-yes, Wedding-yes, Zwicker-yes)

OTHER BUSINESS

There being no further business, the meeting was adjourned at 7:30 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 12th day of April 2022.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



CITY OF REDMOND

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STAFF REPORT

DATE: April 12, 2022
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Aaron Yuma, Building Official
SUBJECT: Intergovernmental Agreement with Jefferson County for Building Services

Addresses Council Goal:

1. SUSTAIN OPERATIONS: Provide or enhance current levels of operations in all facets of municipal service delivery.
8. REGIONAL COOPERATION: Recognize Central Oregon as a whole is stronger than the sum of its individual parts and regional relationships are critical in Redmond's planning and decision-making process.

Report in Brief:

This item requests the City enter into an Intergovernmental Agreement (IGA) with Jefferson County for purposes of allowing a reciprocal relationship between the inspection and plan review services of each building department.

Background:

The City's Building Department provides inspections to every building under construction from the time construction begins until the time it is completed, at which time a Certificate of Occupancy is issued.

A building department could lack the staff and the capacity due to sickness, retirements and workload. In an effort to deliver timely and good customer service, the City takes the approach that builders should not be expected to stop their projects due to staffing shortages. An IGA with an adjacent jurisdiction is a common way to maintain timely inspection and service delivery due to unforeseen circumstances.

Jefferson County and the City of Redmond recently initiated discussions to provide ancillary inspection and plan review services for each other on an as-needed basis. The attached IGA sets the terms to provide the necessary inspection and plan review services. The IGA establishes the 'requesting party' pays an hourly rate plus mileage to offset the cost of providing the service. The IGA was approved by the Jefferson County Board of Commissioners in March 2022.

The City has similar IGAs with both Deschutes and Crook counties. The agreements have been utilized several times over the past 18 months.

Discussion:

The City's Building Division continually strives to provide excellent customer service, conducting building inspections the next business day for every inspection request. An IGA is beneficial to both parties, serving as a safe harbor and a means to ensure inspection and plan reviews remain timely. This level of service helps to keep construction projects moving efficiently and saves costs for the developer.

Fiscal Impact:

There is no immediate financial impact to the City. The financial terms require the requesting party to compensate the other at a rate of \$68/hr (plus expenses) for inspections and a rate of 60% of a plan review fee for plan reviews.

No additional FTEs are required through this IGA. The City will have the ability to generate income if services are provided to Jefferson County.

Alternative Courses of Action:

1. Authorize the City to enter into an IGA with Jefferson County.
2. Do not authorize the City to enter into an IGA with Jefferson County.
3. Request more information.

Recommendation / Suggested Motion:

"I move to approve the Intergovernmental Agreement with Jefferson County for building department services and authorize the City Manager to execute the agreement."

INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF REDMOND AND JEFFERSON COUNTY

Contract No. 2022 - _____

This Agreement is made and entered into by and between Jefferson County, a political subdivision of the State of Oregon, hereinafter referred to as “Jefferson”, and City of Redmond, a political subdivision of the State of Oregon, hereinafter referred to as “Redmond”.

WITNESSETH:

WHEREAS, Jefferson and Redmond are authorized pursuant to ORS 190.003 through 190.110 to enter into an intergovernmental Agreement for the performance of any or all functions which a party to the Agreement has the authority to perform; and

WHEREAS, both Jefferson and Redmond find it beneficial to enter into this agreement in order for the parties to provide ancillary inspection and plan review services to each other as needed and requested.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE/DURATION

- 1.1. This Agreement is effective the date on which each party has signed the agreement.
- 1.2. This Agreement will automatically renew for subsequent one-year periods unless terminated by one or both of the parties as provided in Section 2.

2. TERMINATION

- 2.1. This Agreement may be terminated by either party upon 30 days written notice to the other party.
- 2.2. Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of termination.

3. PURPOSE

- 3.1. Provide Commercial “A” level plumbing, mechanical, structural, electrical and fire and life safety inspection services along with plans examination services and such other inspection services as the parties may agree upon.

- 3.2 Provide residential inspection services for plumbing, mechanical, structural and electrical, along with plans examination services, and such other inspection services as the parties may agree upon.

4. STATEMENT OF WORK

- 4.1. Jefferson and Redmond agree to:
 - 4.1.1. Provide commercial "A" level plumbing, mechanical, structural, electrical and fire, life, safety inspection services, plans examination, and such other inspection services as the parties may agree upon.
 - 4.1.2. Provide residential inspection services for plumbing, mechanical, structural, and electrical, along with plans examination services, and such other inspection services as the parties may agree upon.
 - 4.1.3. Provide all services in accordance with a schedule approved by the parties.
 - 4.1.4. Provide monthly invoices for all hours worked and mileage to be reimbursed.

5. CONSIDERATION

- 5.1. Jefferson and Redmond shall pay each other, on a fee-for-service basis at the rate of \$68.00 per hour for services plus vehicle mileage at the current rate designated by the Internal Revenue Service for tax purposes. Jefferson and Redmond shall also pay 60 percent of the Permit Plan Review Fee for any plan review service provided.
- 5.2. If the hours worked by a Responding Party's employee for services performed under this Agreement exceeds 40 hours in a work week, the Requesting Party shall pay for all hours worked by the employee in excess of 40 hours in a work week at the rate of 1½ times the hourly rate being paid to Redmond for the services of the employee performing the services.
- 5.3. For the work to be performed under this agreement, Jefferson and Redmond's performance of its obligations hereunder is conditioned upon their compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated herein by this reference.
- 5.4. Payment for hours worked, plan review fees and the reimbursement for mileage shall be the complete compensation to the Responding Service for services performed under this Agreement.

6. DELEGATION AND REPORTS

- 6.1. Jefferson and Redmond shall provide each other with periodic reports and information related to the services and payments under this agreement at the request of the other party.

7. ASSIGNMENT

- 7.1. Neither this Agreement nor any of the rights granted by this agreement may be assigned or transferred by either party.

8. BINDING EFFECT

- 8.1. The terms of this Agreement shall be binding upon and inure to the benefit of each of the parties and each of their respective administrators, agents, representatives, successors and assigns.

9. AGENCY AND PARTNERSHIP

- 9.1. It is agreed by and between the parties that Jefferson or Redmond, upon request, is carrying out a function on behalf of Jefferson or Redmond, and the requesting agency has the right of direction or control of the manner in which Jefferson or Redmond delivers services under this Agreement and exercises control over the activities of Jefferson or Redmond when providing agreed upon services.
- 9.2. Neither party is, by virtue of this Agreement, a partner or joint venturing with the other party and neither party shall have any obligation with respect to the other party's debts or liabilities of whatever kind or nature.

10. INDEMNIFICATION

- 10.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Jefferson shall defend, save, hold harmless and indemnify Redmond and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Jefferson or its officers, employees, contractors, or agents under this Agreement.
- 10.2. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Redmond shall defend, save, hold harmless and indemnify Jefferson and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any

nature resulting from or arising out of, or relating to the activities of Redmond or its officers, employees, contractors, or agents under this Agreement.

- 10.3. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Contract. Neither party shall be liable for any damages of any sort arising solely from the termination of this contract or any part hereof in accordance with its terms.

11. NON-DISCRIMINATION

- 11.1. Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this agreement when employed by either party.
- 11.2. Each party agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 11.3. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

12. REPRESENTATIVES:

- 12.1. Redmond's authorized representative for the purposes of this Agreement shall be the City of Redmond's Community Development Director, or the Director's designee, 411 SW 9th Street, Redmond, Oregon 97756, Phone (541) 923-7710.
- 12.2. Jefferson's authorized representative for the purposes of this Agreement shall be Jefferson County Community Development Director, or the Director's designee, 85 SE D Street, Madras, Oregon, 97741, Phone 541-475-4462.

13. ACCESS TO RECORDS:

- 13.1 Redmond shall have access to such books, documents, papers and records of Jefferson as are directly pertinent to the services performed under the terms of this Agreement for the purpose of conducting an audit or examination or obtaining excerpts and transcripts.
- 13.2 Jefferson shall have reciprocal access to Redmond planning and building files.

14. ATTORNEY FEES

14.1. In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.

15. NO WAIVER OF CLAIMS

13.1 The failure by any party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.

16. SEVERABILITY

16.1. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

17. HEADINGS

17.1. The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.

18. INCORPORATION OF RECITALS

16.1 The recitals set forth above are hereby incorporated into and made a part of this Agreement.

19. APPLICABLE LAW

19.1. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

20. ENTIRE AGREEMENT

20.1. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

20.2. This Agreement may not be modified or amended except by a writing signed by both parties.

DATED this 23rd day of February, 2022

JEFFERSON COUNTY COMMISSION

Wayne Fording
Wayne Fording, Chair

Mae Huston
Commissioner Mae Huston

Kelly Simmelink
Commissioner Kelly Simmelink

ATTEST:

[Signature]

Dated this ____ day of _____, 2022

CITY OF REDMOND

ATTEST:



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: April 12, 2022
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Kyle Roberts, Senior Planner
SUBJECT: 2022 Certified Local Government Grant; \$9,900

Addresses Council Goal:

1.C. Explore opportunities to augment revenues to support existing operations and infrastructure maintenance.

Report in Brief:

This item requests City Council accept a \$9,900 Certified Local Government (CLG) Grant to fund historic preservation projects undertaken by the City's Historic Landmarks Commission (HLC).

Background:

CLG is a Federal program of the National Park Service that is administered by the State of Oregon Historic Preservation Office (SHPO). Local governments must meet certain qualifications to become "certified" (such as having a Landmarks Commission and an historic preservation ordinance) and thereby qualify to receive matching grants from SHPO. The City has been a CLG since 2011 and has received multiple CLG grants.

Discussion:

The City was recently notified by SHPO that our 2022-2023 application was approved for \$9,900 (see Attachment A). The grant is required to be matched by a City investment of an equal amount. This amount has been budgeted as Contractual Services in the Long-Range Planning sub-fund.

The City will use these resources to provide public engagement programs; provide approved training for staff and HLC; and hire a historic preservation consultant to complete a selective Reconnaissance Level Survey of 200 properties undocumented in previous surveys and complete local landmark register nominations. The body of this work will cost approximately \$19,800.

Fiscal Impact:

The City is required to provide a \$9,900 match. The source of the match will be the Fiscal Year 22/23 Long-Range Planning sub-fund.

Alternative Courses of Action:

1. Accept the CLG grant
2. Do not accept the grant.
3. Do not take action and request more information.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to accept the Certified Local Government grant award in the amount of \$9,900."



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org



April 6, 2022

Kyle Roberts
City of Redmond
411 SW 9th St
Redmond, OR 97756

Dear Kyle:

Congratulations! Your application for a 2022 Certified Local Government has been funded for the amount and purpose listed below.

Grant Amount: \$15,713

Grant No.: OR-22-15

Start Date: 4/1/2022

End Date: 8/31/2023

Summary: Complete selective Reconnaissance Level Survey of 200 properties, provide public engagement programs, provide commissioner and staff training, and complete local landmark register nominations in Redmond.

Enclosed are two copies of your grant agreement. Carefully review the scope of work and requirements for each category to be sure they are summarized correctly. Have the authorized person sign both copies and return both copies to us. The signed agreements must be returned to our office within 30 days; if not returned in that period, it will be assumed that you are not accepting the grant award. We will return a signed copy and grant reporting information at that time.

I am looking forward to working with you. Please let me know if you have any questions, and, again, congratulations and best wishes for a successful project.

Kuri Gill
Grant and Outreach Coordinator
(503) 986-0685
kuri.gill@oprds.oregon.gov

enclosures

Grant Agreement

2022 Certified Local Government (OR-22-15)

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the “State” and:

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

or designated representative, hereinafter referred to as the “Grantee.”

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended in writing, the Project shall be completed by 8/31/2023. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before the Project Completion Date. No Grant Funds are available for any expenditures after the Project Completion Date.
3. **GRANT FUNDS:** The State agrees to pay the Grantee a maximum reimbursement amount of \$15,713, for costs authorized under this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**
 - Attachment A: Scope of Work
 - Attachment B: Information required by 2 CFR § 200.331(a)(1)
 - Attachment C: Standard Terms and Conditions
 - Attachment D: Reporting and Payment – Historic Preservation Fund Grants
 - Attachment E: Insurance Requirements

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 is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment C; Attachment D; Attachment B; Attachment E.

Contact Information: A change in the contact information for either party is effective upon providing written notice to the other party:

Grantee	Grantee Billing Contact	OPRD Contact
Keith Witcosky	Kyle Roberts	Kuri Gill
City of Redmond	City of Redmond	Grant and Outreach Coordinator
411 SW 9th St	411 SW 9th St	Oregon Heritage
Redmond, OR 97756	Redmond, OR 97756	Oregon Parks & Recreation Dept
	541.923.7758	725 Summer St NE, Suite C
	kyle.roberts@redmondoregon.gov	Salem, OR 97301
		(503) 986-0685
		kuri.gill@oprds.oregon.gov

Contractor or Sub-Recipient Determination: In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OPRD's determination is that:

☒ Recipient is a sub-recipient; OR ☐ Recipient is a contractor.

5. SIGNATURES:

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE:

Signature, Authorized Representative

Date

Name and Title of Signer (Type or Print)

STATE:

Christine Curran, Deputy State Historic Preservation Officer
OPRD Heritage Programs

Date

Attachment A -- Scope of Work

2022 Certified Local Government City of Redmond CLG (OR-22-15)

Grantee: City of Redmond

Grant Amount: \$15,713 **Match Amount:** \$9,638

Project Summary: Complete selective Reconnaissance Level Survey of 200 properties, provide public engagement programs, provide commissioner and staff training, and complete local landmark register nominations in Redmond.

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

PROPOSED BUDGET

1. Other Preservation Activities

Other	\$2,800
Total:	\$2,800

2. Planning

Contractor/Consultant	\$5,000
Total:	\$5,000

3. Public Education

Publishing, Printing, etc.	\$3,000
Total:	\$3,000

4. Reconnaissance Level Survey

Contractor/Consultant	\$9,000
Total:	\$9,000

Total Project Budget: \$19,800

WORK DESCRIPTION

1. Other Preservation Activities \$2,800

Products:

Provide approved training and conferences for commissioners and staff.

Standards and Provisions:

Activities in this program area include any activity that is eligible for Historic Preservation Fund (HPF) assistance but that does not readily fall within one of the Program Areas described in the Historic Preservation Fund manual, or involves Multiple Program Areas and the activity cannot reasonably be divided among the specific Program Areas. One example is HABS/HAER documentation projects.

- Completed work must be consistent with The Secretary of the Interior's "Standards for Archeology and Historic Preservation," which include the "Standards for Preservation Planning."

- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.

- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

"This publication has been funded with the assistance of a matching grant-in-aid from the Oregon State Historic Preservation Office and the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinion, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior. Regulations of the U.S. Department of the

Attachment A -- Scope of Work

2022 Certified Local Government City of Redmond CLG (OR-22-15)

Grantee: City of Redmond

Grant Amount: \$15,713 **Match Amount:** \$9,638

Interior strictly prohibit unlawful discrimination on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, National Park Service, 1201 Eye Street, NW (2740) Washington, DC 20005”

- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are required.

2. Planning \$5,000

Products:

Complete local landmark register nominations based on earlier survey work.

Standards and Provisions:

- Eligible costs and activities include those related to local “design review” as well as to participation with the SHPO in state or federal compliance activities for properties within the local government’s boundaries.
- Activities and products must be consistent with local, state, and federal preservation standards and guidelines, including the National Register bulletin “How to Apply the National Register Criteria for Evaluation” and the Secretary of the Interior’s “Standards for Rehabilitation”.
- The grantee must maintain records of cases it reviews and the decisions it make.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

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"The activity that is the subject of this [type of publication] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

Attachment A -- Scope of Work

2022 Certified Local Government City of Redmond CLG (OR-22-15)

Grantee: City of Redmond

Grant Amount: \$15,713 **Match Amount:** \$9,638

3. Public Education \$3,000

Products:

Provide the Redmond History Walk event in 2023

Standards and Provisions:

- Prior to starting the public education project, the grant recipient must receive written approval from Oregon Heritage on the final work plan and final draft of publications prior to printing and distribution.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- Prior to publication, a draft of all products, newsletters, brochures, etc. must be submitted to and approved by Oregon Heritage.
- Information in all interpretive materials (programs, videos, podcasts, etc.) must be authentic and documented.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

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- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are preferred.
- Copies of flyers, articles, programs, publications, etc. are required for reimbursement.

Attachment A -- Scope of Work

2022 Certified Local Government City of Redmond CLG (OR-22-15)

Grantee: City of Redmond

Grant Amount: \$15,713 **Match Amount:** \$9,638

4. Reconnaissance Level Survey \$9,000

Products:

Complete selective Reconnaissance Level Survey of 200 properties undocumented in previous surveys.

Standards and Provisions:

- Prior to starting the survey project, the grant recipient must receive written approval from the SHPO on the final work plan, unless the location and scope is included in the grant agreement and it is not a selective RLS.
- The survey must be conducted in accordance with the SHPO'S "Reconnaissance Level Survey Standard Operating Procedures" (current version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 29, 1983). Work that does not meet these standards is ineligible for reimbursement.
- Originals of all survey materials must be submitted to the SHPO. These include the survey maps, photographs, survey forms, research design, electronic data, and a final report.
- The consultant must submit two copies of all survey products, one for the grantee and one for the SHPO.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three bids.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

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"The activity that is the subject of this [type of publication] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

ATTACHMENT B
Information required by 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in SAM): City of Redmond
2. Subrecipient's Unique Entity Identifier (SAM): KH85VH1PD513
3. Federal Award: P22AS00126
4. Federal Award Date: 6/1/2022
5. Sub-award Period of Performance Start and End Date: From 4/1/2022 to 8/31/2023
6. Total Amount of Federal Funds Obligated by the Agreement: \$15,713
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$15,713
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$15,713
9. Federal Award Project Description:
Complete selective Reconnaissance Level Survey of 200 properties, provide public engagement programs, provide commissioner and staff training, and complete local landmark register nominations in Redmond.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: National Park Service
 - (b) Name of pass-through entity: State Parks and Recreation, Oregon
 - (c) Contact information for awarding official of pass-through entity:
*Christine Curran, Deputy State Historic Preservation Officer
State Historic Preservation Office
Oregon Parks and Recreation Department
725 Summer Street NE, Suite C
Salem, Oregon 97301*
11. CFDA Number and Name: 15-904 Historic Preservation Fund Grants in Aid
Amount: \$15,713
12. Is Award Research and Development? No
13. Indirect cost rate for the Federal award: 0%

*For the purposes of this Exhibit, the term "Subrecipient" refers to the Grantee, and the term "pass-through entity" refers to State Parks and Recreation, Oregon.

Attachment C

Standard Terms and Conditions – Historic Preservation Fund Grants

1. **Authority:** ORS 358.590 (3) authorizes the Oregon Parks and Recreation Department to award grants for heritage projects throughout Oregon.
2. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, 36 CFR 61.6 and Chapter 9 of the Historic Preservation Fund Grant Manual.
3. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
4. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties. Notwithstanding any other provision to the contrary, if Grantee seeks any changes in either the Project Scope or the Project Budget (a “Project Change”) Grantee must obtain prior approval of State as specified below. The Grantee shall be fully responsible for all costs that occur outside the established Project Scope, schedule or budget and prior to State’s approval of a Project Change. State may in its sole discretion, approve or disapprove of any proposed Project Change in Project Scope or Project Budget. In the event State approves Project Change, such Change must be reduced to writing and implemented as an amendment to this Agreement. The following Project Changes must be approved by State to be eligible for funding under this Agreement:
 - a. Any significant change or reduction in the Scope of Work described in Attachment A.
 - b. Any deviation from the original Project Budget set forth in Attachment A. Any budget change request must explain in detail what change is requested, the reason for the requested change, and any efforts that Grantor has made or will make to mitigate the effect of the proposed budget change.
5. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grantee shall not deny benefits to or discriminate against any person on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, creed, and source of income or mental or physical disability, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
6. **Records Maintenance and Access; Audit:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
 - a. **Access to Records and Facilities.** OPRD, the Secretary of State of the State of Oregon (Secretary), the United States Department of the Interior, or their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the Secretary, the United States Department of the Interior and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of OPRD, the Secretary, or their designees to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation

services rendered by Grantee.

- b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following expiration or termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

- c. **Audit Requirements.**

- i. Grantees receiving federal funds in excess of \$750,000 in a fiscal year are subject to audit conducted in accordance with 2 CFR Part 200, Subpart F. If subject to this requirement, Grantee shall, at Grantee's own expense, submit to State, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement.
 - ii. Grantee shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and either State or State of Oregon.

- 7. **Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the CLG Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, location worked at and rate used for match to be eligible.
- 8. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- 9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased and any property on which development work was completed by Grantee as part of the Project services rendered by Grantee.
- 10. **Preservation Agreements and Covenants:** Development projects on historic properties are subject to a preservation agreement between Grantee and the State Historic Preservation Office.
- 11. **Tax Obligations:** Grantee will be responsible for any federal or state taxes applicable to payments under this Agreement.
- 12. **Indemnity Clause:** The Grantee shall defend, save, and hold harmless State and, its officers, agents, employees and members, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of the Grantee or its contractors, agents or employees under this Agreement.
- 13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. 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. 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.
- 14. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon the following:
 - a. OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement;
 - b. Grantee's compliance with the terms of this Agreement, including all Attachments; and
 - c. Grantee's representations and warranties set forth in Section 15 hereof are true and correct on the date of

disbursement with the same effect as though made on the date of disbursement.

15. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State. Any funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Grantee shall return all such unexpended funds to State within 14 days after the earlier of expiration or termination of this agreement.
16. **Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of OPRD. Grantee has no right or authority to incur or create any obligation for or legally bind OPRD in any way. OPRD cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of OPRD, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
17. **Representations and Warranties of Grantee.** Grantee represents and warrants to State 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 Articles of Incorporation or Bylaws, if applicable, (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.
 - c. **No Solicitation.** Grantee’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

18. **Responsibility for Grant Funds:** Any Grantee of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Grantee’s breach of the conditions of this Agreement, and shall, upon Grantee’s breach of conditions that requires State to return funds to the federal government, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Grantee of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-

appropriated funds, up to the amount received under this Agreement.

19. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
20. **Entire Agreement:** This Agreement, including all Attachments, constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
21. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
22. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
23. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
24. **Super Circular Requirements.** Grantee will comply with 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

Attachment D

Reporting and Payment – Historic Preservation Fund Grants

1. **Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement; Attachment A, Scope of Work. The source of the Grant funds is the United States Department of the Interior, National Park Service. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprddgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid by Grantee. Grantee may request reimbursement as often as quarterly for costs accrued to date. A progress report submitted to OPRD's online grant management system is required with each reimbursement request. The Grant Funds shall be used solely for the Project described in Attachment A and shall 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 State by amendment pursuant to the terms of this Agreement.
 2. **State Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses including matching expenses, if any, accrued up to June 30, of each state fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by July 15th of each year.
 3. **Reimbursement Terms:** The total estimated project cost is included in the grant agreement. Subject to and in accordance with the terms and conditions of this Agreement, OPRD shall provide Grant Funds to Grantee for the project in an amount not to exceed the amount awarded in the grant agreement, whichever is less, for eligible costs of work completed. Grantee shall accept the Grant Funds and provide Match Funds for the Project as required by the grant.
 4. **Progress Reports:** The Grantee shall report to OPRD regarding the status and progress of the project as follows:

For the year one period beginning April 1, ending June 30, 2022:	report is due July 15, 2022
For the year one/two period beginning July 1, ending June 30, 2023:	report is due July 15, 2023
For the year two period beginning July 1, ending August 31, 2023:	report is due September 15, 2023
- Progress Reports shall be submitted using OPRD's online grant management system accessible at oprddgrants.org.
5. **Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and Final Report.
 6. **Final Report:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and digital pictures of the completed project to OPRD within 45 days of the Project Completion Date or the required deadlines, whichever is first. OPRD may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

ATTACHMENT E

Insurance Requirements

GENERAL.

Grantee shall require in its first tier contracts (for the performance of work on the Project) with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commencing 3/15/2022, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Oregon Parks and Recreation Department ("OPRD"). Grantee shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the contracts permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a contract when Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which the Grantee is a party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OPRD. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, OPRD, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, either "tail" coverage or continuous "claims made" liability coverage must be maintained, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of 24 months following the later of : (i) the contractor's completion and

Grantee's acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OPRD may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OPRD approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

City of Redmond PROCLAMATION

A proclamation recognizing the 70th Anniversary of the Rotary Club of Redmond and designating April 14, 2022, as

ROTARY CLUB OF REDMOND DAY

WHEREAS, the Rotary Club of Redmond formed on March 27, 1952, with the principle of “service above self,” and has served the City of Redmond for 70 years; and

WHEREAS, the Rotary Club of Redmond supports the well-being of the community through projects, such as the Redmond Rotary Pavilion at American Legion Park and the Rotary Community Fields at David M. Jaqua Sport Complex; and

WHEREAS, the Rotary Club of Redmond has supported high school seniors with more than \$250,000 in scholarships for both higher education and trade schools, a leadership camp, and a Rotary Interact club; and

WHEREAS, the Rotary Club of Redmond continues to support other local non-profit organizations with financial as well as sweat equity; and

WHEREAS, the Rotary Club of Redmond continues to have a major emphasis on the children of Redmond with projects such as the Gift of Literacy for first graders, Operation Warm-Soles and the Daddy Daughter Dance; and

WHEREAS, the Club’s projects and philanthropic support will continue to benefit the community and its youth for years to come.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Redmond, Oregon, hereby recognizes the **70TH ANNIVERSARY OF THE ROTARY CLUB OF REDMOND** and proclaims April 14, 2022, as **ROTARY CLUB OF REDMOND DAY**.

APPROVED by the City Council and **SIGNED** by the Mayor this 12th day of April 2022.

The City of Redmond, Oregon

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

City of Redmond PROCLAMATION

A proclamation designating April 2022, as

FAIR HOUSING MONTH

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Redmond, Oregon, is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, more than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Redmond does hereby declare April 2022, to be **FAIR HOUSING MONTH** in Redmond as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Redmond.

APPROVED by the City Council and **SIGNED** by the Mayor this 12th day of April 2022.

The City of Redmond, Oregon

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

Hello! I guess you're wondering what this is all about. Well, the short answer is we want to build an indoor sports complex in the Redmond area. The initial vision consists of turf playing fields, an indoor baseball diamond, basketball/multi-use hardwood courts, track & field, function rooms, and a restaurant in the first phase.

REDMOND SPORTS COMPLEX PLANS

INDOOR COMPLEX



The indoor complex will have:

- ★ 3 basketball courts
- ★ 6 volleyball courts
- ★ 3 pickleball courts
- ★ weight room

OUTDOOR COMPLEX

Future phases may include an indoor skate park, ice facility, auditorium, and other things.

The outdoor complex will have:

- ★ soccer and baseball field inside of a football field
- ★ second soccer field
- ★ 4 basketball courts
- ★ bunch of parking space



It's been slow going to start, and we need the participation of as many people as possible. I know it's a daunting request, but together it can and will be done! We'll be posting the next meeting time soon.

“If I Were Mayor...” Contest

By Thaddeus Swift

Thaddeus_Swift@rpacademy.org

My name is Thaddeus Swift and I am twelve years old. I have lived in Redmond for ten years. If I were mayor, I would build another fire station, get more youths involved in city decisions, build a community pool, and add more multi-use paths in town. I think my ideas would make Redmond an even better place to live.

I live in southwest Redmond near Ridgeview High School. Last summer, a house in my neighborhood burned down and fire trucks had to come from Bend to help. In addition, many apartment buildings and houses are under construction in this area of town. As mayor, I would advocate for another fire station at the southern end of Redmond. This would make our growing community safer.

It would be worthwhile to have youths be more involved in the city decisions for Redmond. I know there are youth positions on various city committees in Redmond. However, judging by the number of openings, this is not common knowledge. If I were mayor, I would speak at school assemblies about what city committees do, and how students can get involved. I think having youths give more input in city decisions would be very beneficial for Redmond.

Our community has outgrown Cascade Swim Center. The pool is used for swim lessons, swim meets, exercise classes, and recreation. There is not enough space to meet the needs of the growing population of Redmond. A new swim center would have two pools, one at a cooler temperature for exercise/lap swimming and one at a warmer temperature for recreation. A larger swim center would allow for people of all ages to gather and recreate.

There are some multi-use paths already in Redmond that people like to use for walking, running, and biking. Unfortunately, most of them are separate and do not connect to each other. I think if we link them they would be a lot more useful, and it would be fantastic to go from one end of Redmond to the other without a car. In addition, there are areas such as land under power lines that cannot be used for much else; one example in southwest Redmond is the power lines running from Canal to Obsidian. A multi-use path in this location would help students get to Ridgeview High School much easier. Adding new paths in the town of Redmond would help people get places and exercise at the same time.

I love the city of Redmond and living in it, and I think my ideas would improve the quality of life here. A new fire station would make the town safer. Getting more youths involved in city committees would bring fresh and new ideas to the table. Building a new community swim center would bring together the residents of Redmond for exercise and fun. Providing more multi-use paths in the town would increase the ability to get around safely and enjoyably without using a car. Thank you for reading about my ideas, as you can see my opinions would make me a great mayor!



REDMOND POLICE DEPT.

2021 YEAR IN REVIEW

APRIL 12, 2022

REDMOND CITY COUNCIL

SLIDE / 1



2021 YEAR IN REVIEW TOPICS

- WHO WE ARE
- **NEW** PROGRAMS
- KEY PARTNERSHIPS
- TRAINING
- CRIME RATE & SERVICE CALLS
- USE OF FORCE
- PERSONNEL



VISION - The Redmond Police Department's goal is to make Redmond the safest community in Oregon.

MISSION - Service to our community through Excellence, Teamwork and Professionalism.



A TEAM OF 64 TOTAL - 50 SWORN

DIVISIONS & UNITS

SLIDE / 4



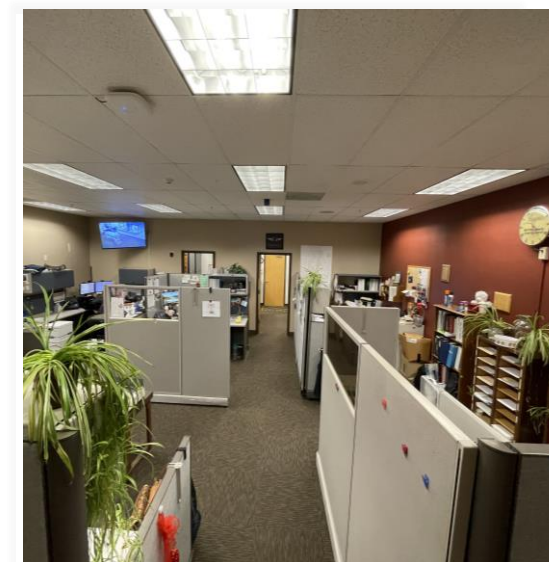
PATROL 39 FTE/3 PARTTIME

911/Dispatch calls
Traffic Enforcement
Community policing
Community Service Officers
(CSOs)
School Resource Officers
(SRO)
Airport



INVESTIGATIONS 8 FTE

Criminal investigations
Major crimes
Dept. Human Svcs.
Computer Forensics
C.O. Drug Enforcement
Street Crimes Unit



ADMINISTRATION 14 FTE

Records requests
Reports
Data entry
Lobby & Support Svcs.
Evidence Mgmt.
Training Regimen



100%

OF RPD OFFICERS
MEET OR EXCEED
**REQUIRED
TRAINING
STANDARDS**

SLIDE / 5



REQUIRED ANNUAL TRAINING

- 8 hours: use of force or firearms
- 1 hour: ethics
- Must have current First Aid and CPR certification at all times

REQUIRED EVERY 3-YRS.

- 3 hours: mental health/crisis intervention training
- 84 hours: Overall total training over the three-year period

ADDITIONAL TRAINING AREAS:

- Communication/De-escalation Skills (CIT)
- Leadership
- Law Updates
- DUII/Drugs



NEW IN 2021

SLIDE / 6

01

NEW POSITIONS
AND PROMOTIONS

02

NEW PUBLIC
SAFETY FACILITY

03

FIRST
SUPERVISOR
ACADEMY

04

BILINGUAL SOCIAL
MEDIA
COMMUNICATION



2021 HIGHLIGHTS

SLIDE / 7

Strong Focus on Key Community Partnerships

- Partnering with Deschutes County Behavioral Health, Mobile Crisis Assessment Team (MCAT), and 911 to improve response to crisis calls and continue officer training
- Continued regional partnership with Major Incident Team (MIT)

Community Engagement

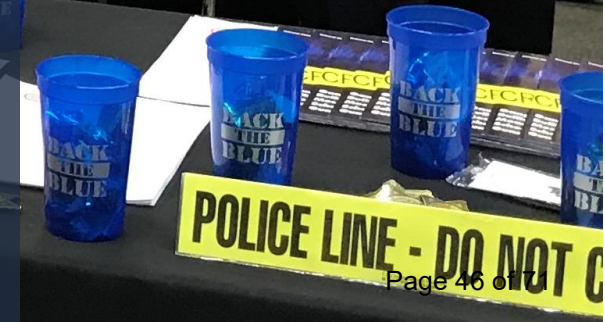
- Virtual National Night Out

Positive Response to multiple protests

- Successfully monitored / controlled multiple protests/rallies

Program Improvement

- Forms/online reporting in Spanish





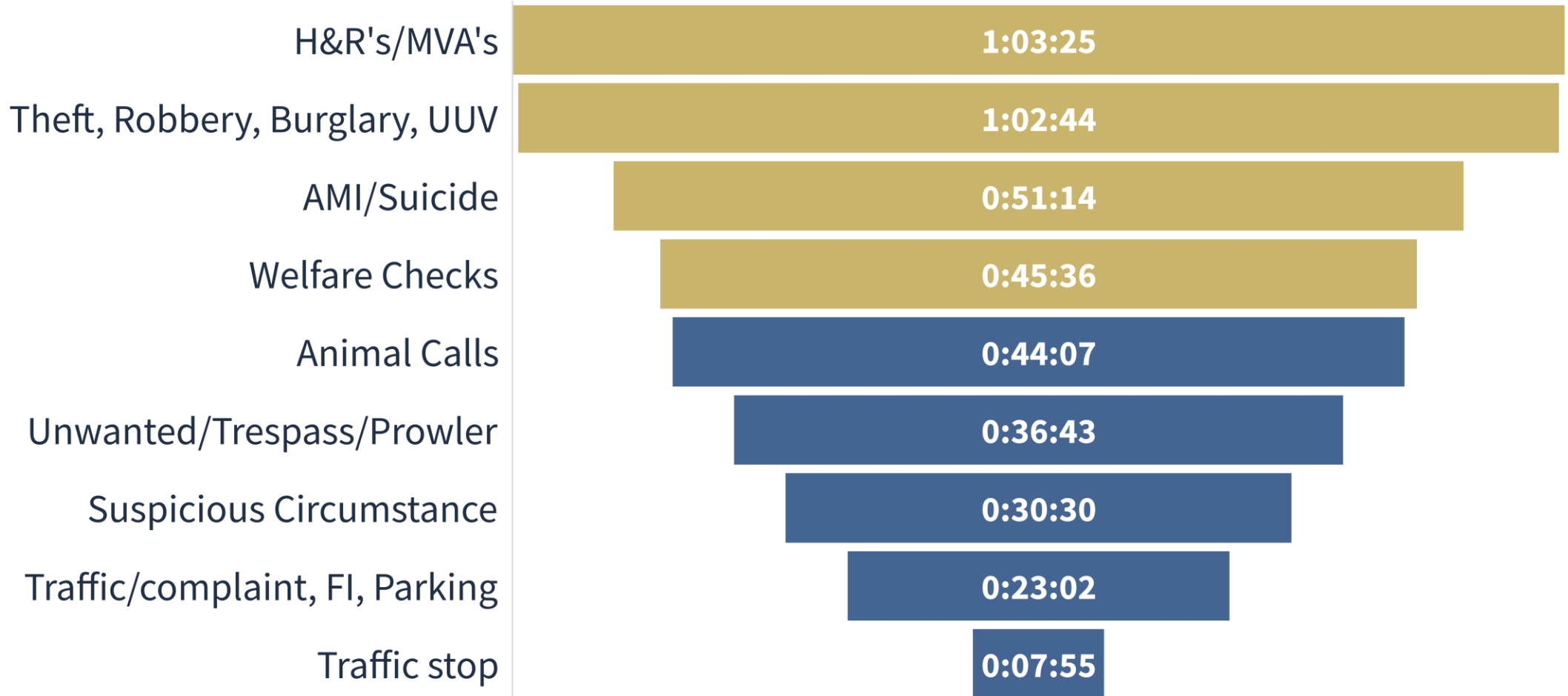
TOP 10 CALL TYPES IN 2021 (% CHANGE FROM 2020)

CALL TYPE	2021 TOTAL			PER DAY
Traffic/Complaints, Person Stops, Parking	2559	7.5%	↓	7.01
Suspicious Circumstances or Persons	1790	7.3%	↓	4.90
Public /Officer Assists	1582	17.6%	↓	4.33
Theft, Robbery, Burglary, Vehicle Theft	1280	7.3%	↓	3.50
Animal Control	1256	7.8%	↑	3.44
Domestic Related (DVs, ROVs, Stalking)	1059	3.9%	↑	2.90
Trespass, Unwanted Subjects, Prowlers	1168	7.1%	↑	3.20
Welfare Checks	1013	11.5%	↑	3.02
Motor Vehicle Accidents	1061	18.8%	↑	3.03
Mental Health Calls	904	21.1%	↑	2.47

2021 STATISTICS

AVERAGE OFFICER TIME SPENT BY CALL TYPE

CALL TYPE



TYPE OF FORCE	2018	2019	2020	2021
OC Spray	0	0	0	0
Joint/Control Hold	18	21	4	9
Takedowns	6	9	7	16
Taser	4	1	2	3
Focused Blows	2	4	1	3
K9 Bite	1	1	0	0
Impact Weapon	0	0	0	0
Less Lethal Projectile	0	0	0	1
Deadly Force	0	0	0	0
Total Force Responses	31	36	14	32

2021 RPD FORCE RESPONSE

Total Police/Citizen Contacts:

28,003

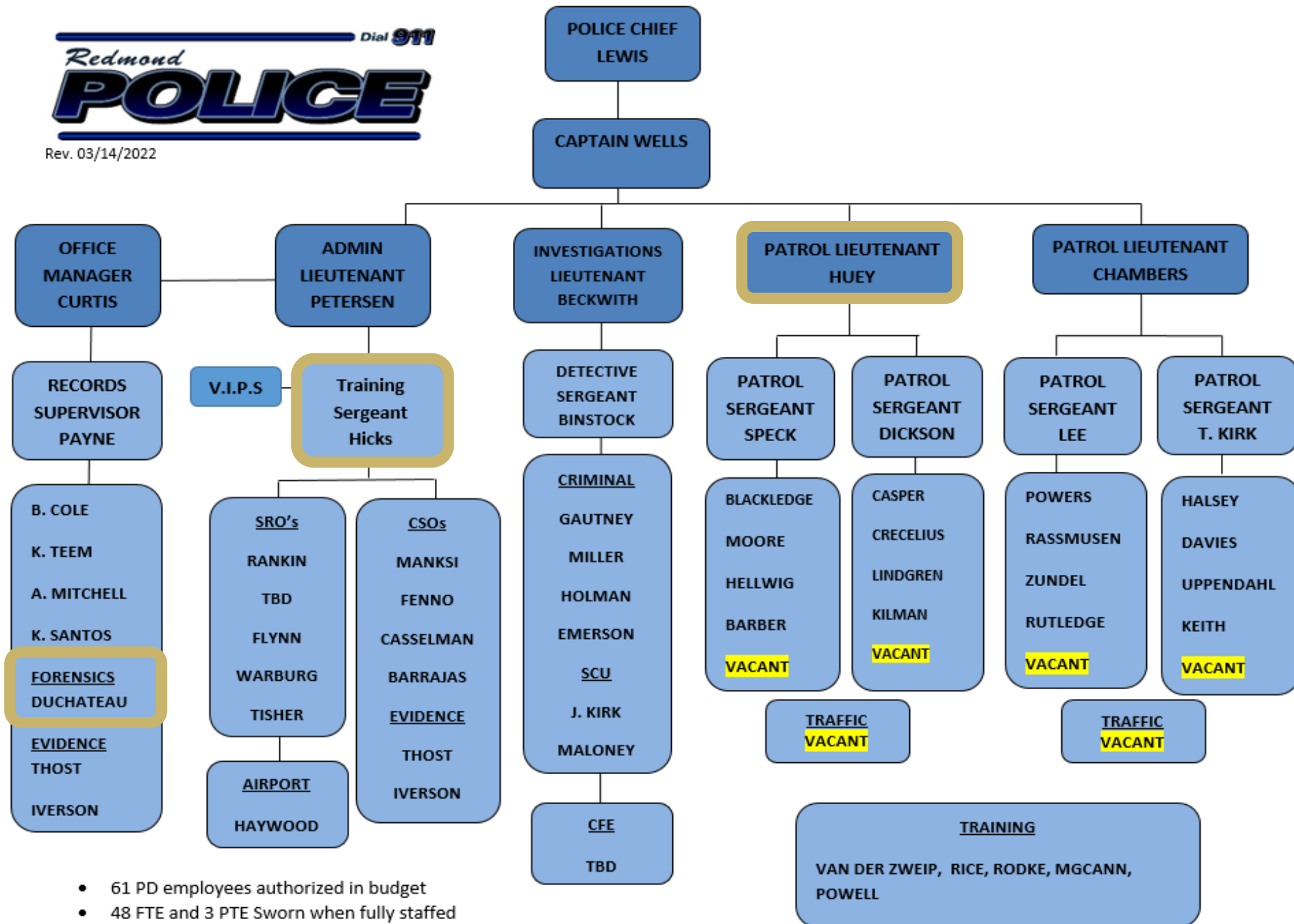
Total Force Responses:

32

Percent of RPD contacts resulting in Force Response:

0.11%

**Bureau of Justice Statistics show force was used by police nationwide in 2% of contacts*



- 61 PD employees authorized in budget
- 48 FTE and 3 PTE Sworn when fully staffed
- 14 FTE Support
- 6 vacancies in yellow all sworn



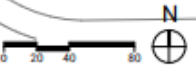
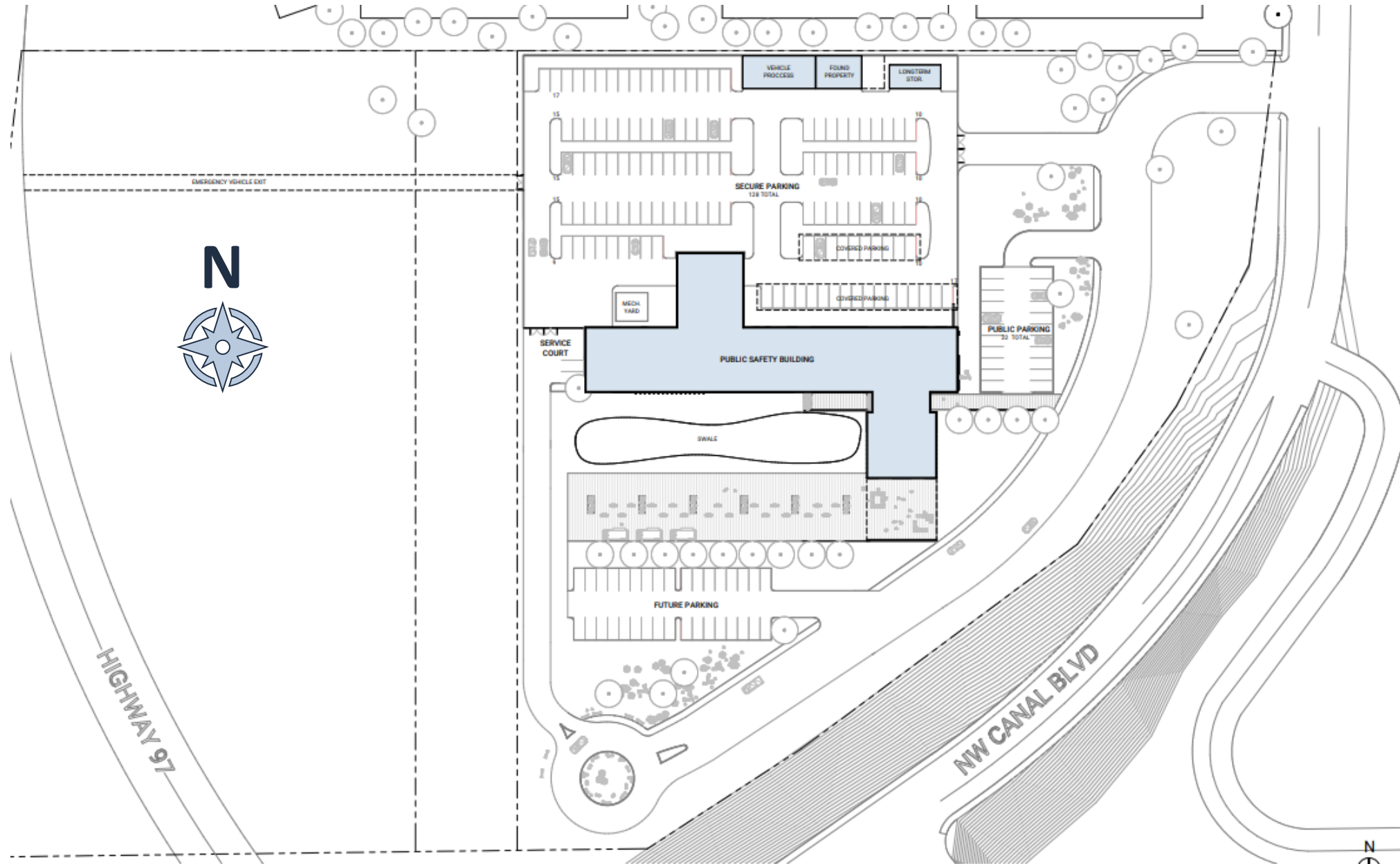
FOCUS IN 2022

- **POST PANDEMIC:** Community engagement, regional training, acclimation of new officers and staff.
- **STAFFING:** Preparing to meet needs of rapid community growth. Redmond is growing by 2,000 – 4,000 people/year.
- **NEW/EXPANDED PARTNERSHIPS:** Lighthouse Health and Wellness to improve department wellness. Partnering with Deschutes County computer lab; MCAT partnerships for people in crisis.
- **PUBLIC SAFETY FACILITY:** Bond Measure Information, complete design.



FUTURE PUBLIC SAFETY FACILITY

SLIDE / 13





QUESTIONS

REDMOND CITY HALL



DISCUSSION TOPIC: SLEEPING/CAMPING ON PUBLIC PROPERTY

REDMOND CITY COUNCIL

APRIL 12, 2022



TOPICS:

- Relevant Case Law – *Martin v. Boise*, *Blake v. Grants Pass*, *Bilodeau et al. v. City of Medford*, *Seattle v. Long*
- Oregon Legislation
- Redmond Ordinances
- Things To Consider When Crafting Local Ordinances (TPMs)
- Questions



RECENT RELEVANT CASE LAW

SLIDE / 3

Boise (9th Cir. Decision 2018)

Holding: If there are more homeless people than there are available shelter beds in the jurisdiction, then the homeless are “involuntarily homeless.” Once deemed “involuntary homeless,” individuals cannot be “punished” for the acts of sleeping or resting on public property. (8th Amendment)

Grants Pass (Or. Dist. Ct. Opinion 2020)

Holding: Expanding on *Boise* and effectively ruling that local ordinances that do not expressly carve out exceptions for homeless – even if enforcement is consistent with the constitution – violate the 8th Amendment. Even the *threat* of a *possible* fine would be unconstitutional “punishment” under this ruling.

Status: Petition made to Supreme Court for review but was not accepted.

Status: On appeal to the Ninth Circuit. Ruling not expected until late 2022.

- (1) The mathematical formula created here is difficult, if not impossible, to meet; and
- (2) This type of affirmative action on the part of those experiencing homelessness is novel to the law and therefore almost no jurisdiction in Oregon currently has any carve outs in their ordinances for the homeless



RECENT RELEVANT CASE LAW

Bilodeau (Or. Dist. Ct.)

Holding: None yet. This is a TPM case, so it has impacts well beyond Martin and Blake.

“There is not sufficient space for those who are unhoused to find shelter at the low-barrier shelters.”

Seattle v. Long (WA St Sup Ct 2021)

Holding: City of Seattle’s actions violated the Eighth Amendment and state constitutional protections against excessive fines.

Status: Probably a year or more from being heard.

Status: Decided.



OREGON LEGISLATION HB 3124

SLIDE / 5

HB 3124

ORS 203.079: Extended property storage notice period from 24 to 72 and defines “personal property” as any item that can reasonably be identified as belonging to an individual and that has apparent value or utility.



OREGON LEGISLATION HB 3115

HB 3115

- “Any city or county law that regulates the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to the public must be *objectively reasonable as to time, place and manner* with regards to persons experiencing homelessness”
- It is an affirmative defense to prove it was not “objectively reasonable” to regulate the individual in the manner that they were regulated.
- Any person experiencing homelessness can sue to challenge the reasonableness of regulations (injunctive and declaratory) relief only.
- Plaintiff’s (only) may be awarded their attorney fees if they win and provided 90 days notice prior to suing.



REDMOND ORDINANCES CAMPING

SLIDE / 7

- Parks
 - 5.314 1. C.
 - No person shall camp except in areas designated for camping or in connection with activities authorized by the Council.
- Itinerant Merchants
 - 7.574 4.
 - No camping or residential use is permitted [as a permit condition]
- Temporary Businesses
 - (Same as above)



REDMOND ORDINANCES SLEEPING

SLIDE / 8

- Parks
 - 5.314 1. Q.
 - No person shall use the public parks between from one hour after sunset until sunrise, except as permitted by the City Manager or designee. No person shall use public park structures and buildings except as posted and as permitted by the City Manager or designee.



THINGS TO CONSIDER FUTURE ORDINANCES

- 1. Low Barrier Shelters if possible
- 2. High Barrier Shelters helpful
- 3. Designated areas for sleeping, camping, RVs
- 4. Narrowly tailored “objectively reasonable” TPMs
- 5. Continue to enforce non-sleep related violations

REDMOND CITY HALL



QUESTIONS?



CITY OF REDMOND

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STAFF REPORT

DATE: April 12, 2022
TO: City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Mike Caccavano, City Engineer
SUBJECT: On-call Traffic Engineering Services contracts to both Transight Consulting, LLC and Kittelson and Associates of up to \$50,000 each per year; and a not to exceed amount of \$500,000 over a five-year term.

Addresses Council Goal:

- 1.A. Provide critical and necessary services for the entire City.
- 3.A. Endeavor to adequately maintain the City's roads, utility infrastructure, parks and pedestrian/bicycle infrastructure.

Report in Brief:

This item requests City Council approve two separate \$50,000 per year contracts with Transight Consulting, LLC and Kittelson and Associates for on-call traffic engineering services. The contracts would be for a 3-year duration, with a possible 2-year extension.

Background:

Traffic and mobility concerns regarding parking, speeding, intersection safety are consistent quality of life concerns throughout Redmond. The Engineering, Police, Public Works and Planning departments meet regularly to address solutions to these concerns. Some issues are addressed through conducting additional speed studies and traffic counts to determine the significance of a problem, then conducting necessary enforcement or mitigation (e.g., driver feedback {"Your Speed Is..."} signs, adding crosswalks or curb extensions). Some traffic issues are beyond the capacity of staff to thoroughly analyze and require outside traffic engineering expertise. Examples of specific issues include conversions from 2-way to 4-way stops, analysis of pedestrian crossings for rapid flashing beacons, speed zone studies, and meeting ADA requirements.

Entering into these contracts for professional engineering services will aid the City as we continue to manage traffic related quality of life concerns amidst record population growth.

Discussion:

A request for qualifications was issued on January 10, 2022 for on-call traffic engineering services.

Two qualified firms responded: Transight Consulting, LLC and Kittelson and Associates.

Transight has completed many traffic studies in Redmond and has previously conducted 4-way stop analysis for the Engineering Department in response to citizen complaints. Kittelson and Associates has conducted a significant amount of related transportation and mobility work in Redmond, most recently updating and completing the City's Transportation System Plan.

The collective expertise and capacity of both firms is recommended.

Traffic engineering consulting services will be provided on an on-call, as needed basis. The firms would provide a scope of work for requested services and task orders issued. Based on previous needs for addressing traffic issues, it is estimated that the annual cost will be under \$50,000 total, but there could be a need for additional services. For example, studying possible road alignments for extending NE 9th Street to connect to Highway 97 in the north part of Redmond; analysis of the need for pedestrian crossing improvements and appropriate design.

Due to the continued and growing need to more thoroughly vet and address traffic concerns, it is recommended awarding a \$50,000 per year contract to each traffic engineering consultant. The contracts will be written with a 3-year term with the option for a 2-year extension. This totals a maximum of \$500,000 over a possible 5-year life of the contracts.

Fiscal Impact:

No more than \$25,000 is expected to be spent on these contracts through the end of Fiscal Year (FY) 2021/22. Although this work was not included in the FY 2021/22 budget, it can be absorbed by personnel savings within the Transportation Fund. Amounts pertaining to these contracts will be included in the FY 2022/23 proposed budget.

Alternative Courses of Action:

1. Authorize the City Manager to sign one or both on-call contracts with selected traffic engineering consulting firms.
2. Do not authorize the City Manager to enter into these contracts.
3. Take no action and request more information.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to enter into two separate on-call contracts with Transight Consulting, LLC and Kittelson and Associates in the amount of \$50,000 per year, per contract for the duration of up to five years."



CITY OF REDMOND

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STAFF REPORT

DATE: April 12, 2022
TO: City Council
THROUGH: John Roberts, Deputy City Manager
Keith Witcosky, City Manager
FROM: Mike Caccavano, City Engineer
SUBJECT: Award contract to Murraysmith Inc. for analysis and design of the SW Airport Way/19th Street Roundabout for \$610,434; Project #TR2202

Addresses Council Goal:

4.D. Invest in infrastructure on key opportunity sites that facilitates commercial and industrial site readiness.

Report in Brief:

This item requests City Council approve a \$610,434 contract with Murraysmith Inc. to analyze and design a roundabout at SW Airport Way and SW 19th Street.

Background:

Intersection improvements at SW Airport Way and SW 19th Street are part of a long term plan to create an industrial arterial on the east side of Redmond. This intersection provides access to the Deschutes County Fairgrounds and Large Lot Industrial lands, controls traffic in the southeast industrial area, and is part of the main access to Redmond Municipal Airport. The need for improvements to the intersection was identified in the 2008 Transportation System Plan and carried over in the 2020 update. In 2009, a capacity analysis and concept sketch was completed by Kittelson and Associates for the roundabout.

Discussion:

A request for qualifications to analyze the Airport Way/19th Street intersection was issued earlier this year and one proposal was received from Murraysmith, Inc. Murraysmith partnered with Kittelson and Associates, the firm that provided the 2009 analysis and concept sketch (attached).

Both of these firms have experience in Redmond:

Murraysmith designed the mini-roundabout at SW Canal Blvd. and SW Pumice Avenue, and completed 30 percent design for roundabouts at SE 9th St./Highway 126 and SE 9th St./SW Veterans Ave./SW Airport Way.

Kittelson and Associates designed the SW 27th St./SW Canal Blvd./SW Yew Avenue roundabout in 2010, the first full roundabout in Redmond.

The solicitation resulted in one, well-qualified respondent, Murraysmith. Discussions on scope and fees were initiated. There are unique items in the scope, including:

- Consideration of the future eastside industrial arterial extension.
- Accommodation of fairgrounds event traffic.
- Consideration of oversize truck traffic through the roundabout, since this will be a connection between Highway 126 and Highway 97.
- Proximity to the railroad and sidewalk connectivity across the tracks.
- Relocation of waterlines and connection to the Eastside Sewer Interceptor.
- Development adjacent to the roundabout.

Other work included in the scope:

- A twenty-year analysis using the Bend-Redmond regional travel demand model with consideration of the future network.
- Three conceptual roundabout designs: oversize truck, event traffic, pedestrian and bicycle accommodations.
- Stormwater, signing, striping and lighting design.
- Landscape design.
- Surveying and mapping.
- Geotechnical exploration and evaluation, including pavement design recommendations.
- Rail crossing coordination.
- Final design plans and specifications.
- Assistance with obtaining right-of-way (primarily from Deschutes County).
- Coordination with utility companies.
- Assistance with bidding and during construction.

Fiscal Impact:

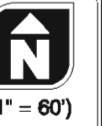
Murraysmith's fee for the work listed above totals \$610,434. Considering the amount of work included, this is a reasonable fee. The roundabout has a transportation system plan design/construction cost estimate of \$3.2 million. Note that this is a low confidence estimate which will not be refined until we have a design concept. The fiscal year 2021/22 budget includes \$500,000 in Transportation SDC Improvement sub-fund (22179-01-000-01-03) for design with the rest of the cost to be included in the proposed fiscal year 2022/23 budget. Although the fund has sufficient resources to accommodate the full \$610,434 design cost, it is very unlikely that the full amount will be needed before June 30, 2022.

Alternative Courses of Action:

1. Authorize the City Manager to sign the contract with Murraysmith, Inc.
2. Do not authorize the City Manager to sign the contract with Murraysmith, Inc.
3. Take no action and request more information.

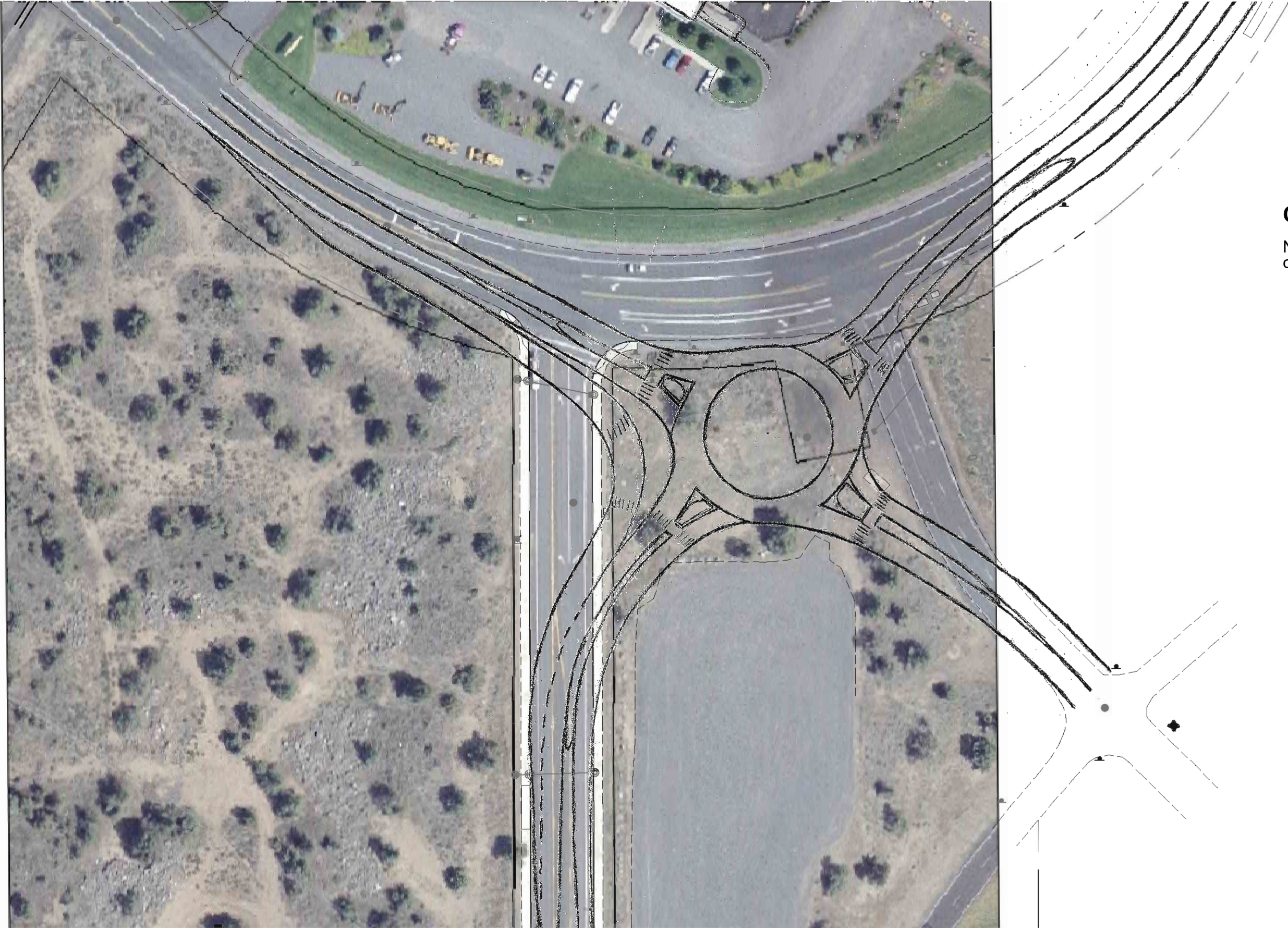
Recommendation / Suggested Motion:

"I move to authorize the City Manager to sign a contract with Murraysmith, Inc. in the amount of \$610,434 for analysis and design of the SW Airport Way/19th Street roundabout."



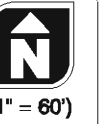
Concept 1

Note: These are preliminary concepts and likely to change.



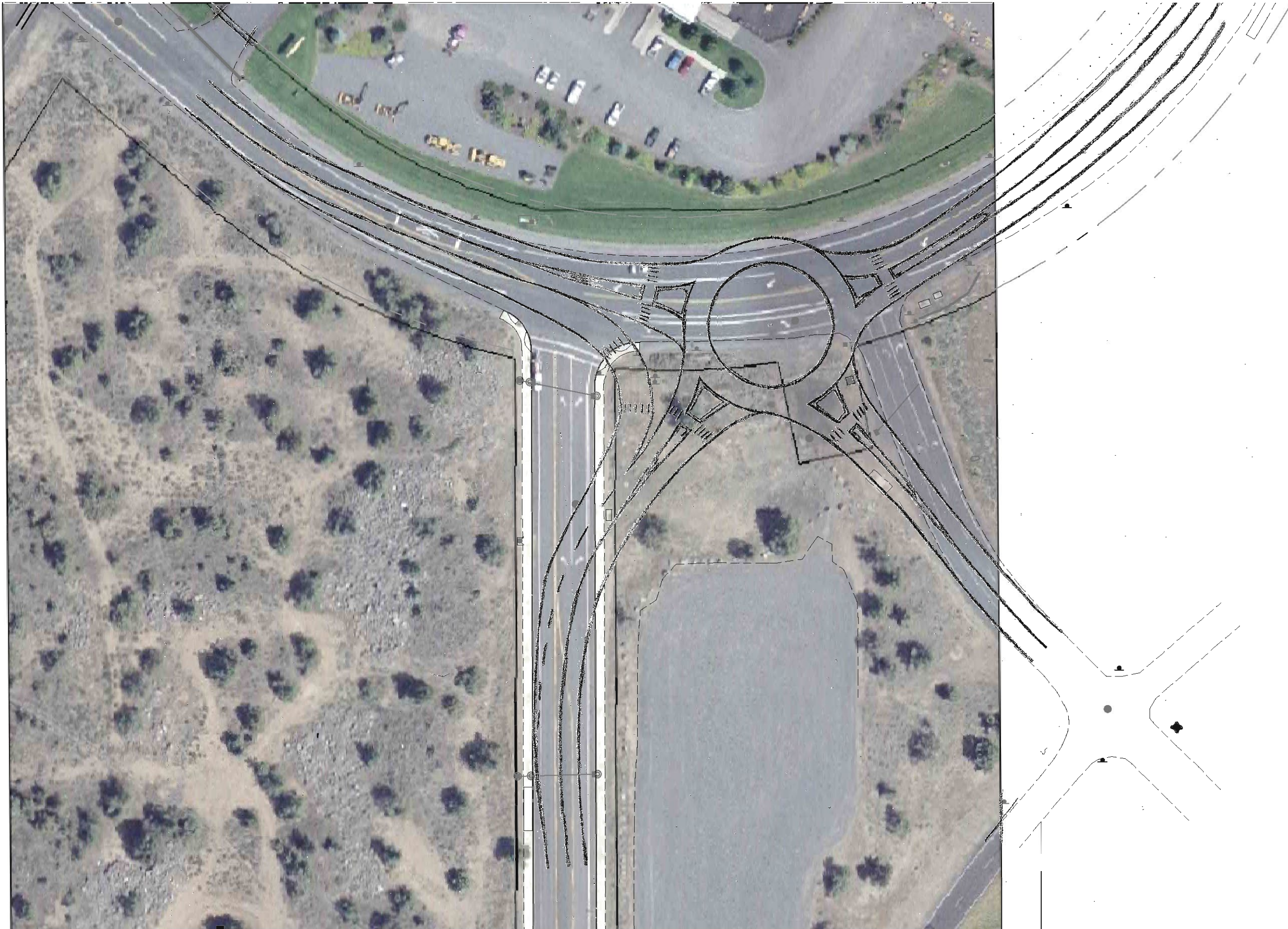
ROUNABOUT CONCEPT 1 SKETCH
REDMOND, OREGON

FIGURE
3



Concept 2

Note: These are preliminary concepts and likely to change.



ROUNABOUT CONCEPT 2 SKETCH
REDMOND, OREGON

FIGURE
5



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STAFF REPORT

DATE: April 12, 2022
TO: City Council
THROUGH: Keith Witcosky, City Manager
FROM: Zachary Bass, Airport Director
SUBJECT: Award Architectural and Engineering Services for Terminal Building Expansion to RS&H Oregon (Project No. AP2205) (Contract No. 2022-33): Not to exceed \$13,000,000.

Addresses Council Goal:

5. Establish Redmond Municipal Airport as the best Airport of its size in the country.
5B. Promote business activities on airport lands located inside the fence line.
iv. Pursue State, FAA, and other funding for development, expansion and preservation of the airport's physical facilities.

Report in Brief:

This item requests City Council authorize entering into a five-year contract with RS&H for Architectural and Engineering Services for the Airport Terminal Building Expansion. The contract will not exceed \$13,000,000.

Background:

Due to expansive growth of the Central Oregon region, in the last five years, RDM has experienced annual passenger count increase from 500,000 to 1 million. The forecasts project RDM to reach 1.7 million passengers by 2036. The current terminal building is no longer adequate to accommodate this increase and the airport has been planning a terminal expansion for the last several years. The planned expansion will double the size of the terminal, increase passenger flow, safety, and new business opportunities.

The Airport has completed a Terminal Area Concept Plan (pre-design) and the environmental documentation process. Design and construction of the total terminal expansion is estimated to be \$200,000,000 over a multi-year period. This proposed contract will design Phase 1 of the total project, estimated at \$100,000,000.

Discussion:

On January 7, 2022, the Airport issued a Request For Proposals (RFP) for Architectural and Engineering Services for Airport Terminal Building Expansion Project. The purpose of the RFP was to select a qualified firm to provide Architectural and Engineering Services for the Airport Terminal Building Expansion.

Five (5) proposals were received and reviewed by a nine (9) member evaluation committee including; Airport Personnel, two (2) Airport Committee Members, the Airport Committee's Council Liaison, the City Engineer and the City Public Works Director.

The evaluation committee met on February 24, 2022, to review, discuss and score each proposal.

The RFP scoring elements included: Professional Qualifications of Project Team, Experience, Project Understanding and Approach, Approach to Project Management, and other relevant minimum requirements.

Two firms were selected for interviews: Mead & Hunt, Inc. and RS&H. After the interview processes concluded, the evaluation committee selected RS&H. Based on the interview scoring process, RS&H received an overall score of 575 points. Mead & Hunt, Inc. received a score of 556.

RS&H has extensive experience in designing and constructing terminals throughout the nation, including Bozeman and Portland International.

Fiscal Impact:

This contract is anticipated to be funded through a combination of:

- | | |
|---------------------------------|-------------|
| 1. Annual FAA Entitlement: | \$3,300,000 |
| 2. Federal Infrastructure Bill: | \$3,600,000 |
| 3. Local Airport Funding: | \$6,100,000 |
| Total: \$13,000,000 | |

The scope and pace will be controlled by Airport project directives throughout the five-year contract period. The total project will be funded through bond proceeds, airport funds, federal and state grants, and future funding opportunities.

Alternative Courses of Action:

1. Authorize the City Manager to sign the contract with RS&H
2. Do not authorize the contract
3. Take no action and request more information

Recommendation / Suggested Motion:

"I move to award the contract for Architectural and Engineering Services for the Airport Terminal Building Expansion Project to RS&H in a not to exceed amount of \$13,000,000 and authorize the City Manager to sign the contract."



TERMINAL EXPANSION

ARCHITECTURAL AND ENGINEERING

CONTRACT: \$13M

APRIL 12, 2022
CITY COUNCIL



TERMINAL EXPANSION

CURRENT STATUS

TERMINAL AREA CONCEPT PLAN COMPLETE

- \$350K Pre-Design
- Future Forecasting
- Identified Facility Needs
- 10% Design

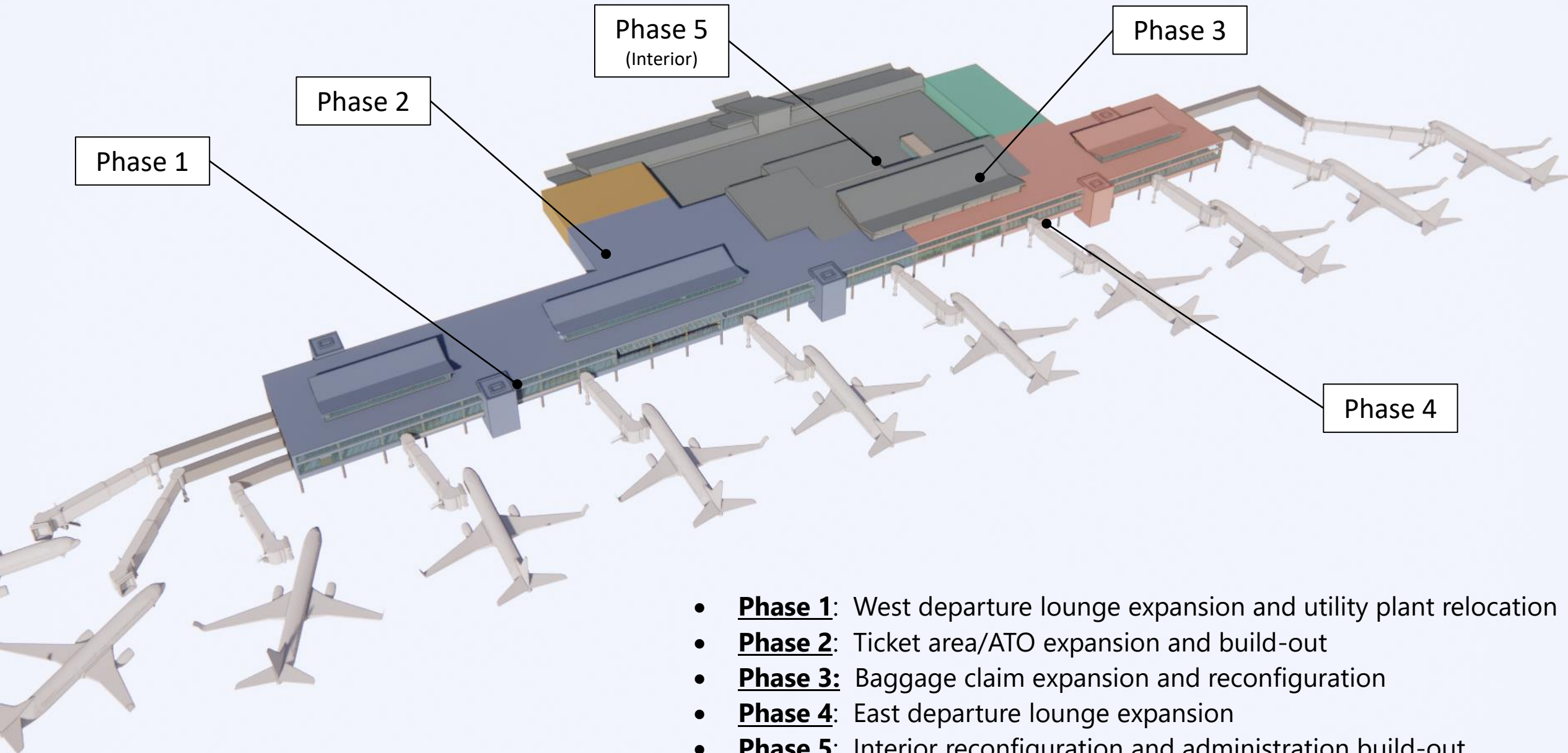
ENVIRONMENTAL COMPLETE

- Categorical Exclusion
- FAA approved

FINANCIAL PLAN UNDERWAY

- Funding Sources
- Construction Timing
- Phasing
- Identifying Risk

CONCEPT PLAN FINDINGS





ESTIMATED PROGRAM COST

LOW CONFIDENCE

RDM Terminal Expansion Project	ROM Cost (LOW)	ROM Cost (HIGH)	Hard Construction Cost (LOW)	Hard Construction Cost (HIGH)	Soft Costs	Contingency (LOW)	Contingency (HIGH)
Phase 1	\$99.6M	\$109.8M	\$75.1M	\$82.6M	\$8.2M	\$16.3M	\$19.1M
Phase 2	\$13.7M	\$15.5M	\$10.4M	\$11.9M	\$1.1M	\$2.2M	\$2.6M
Phase 3	\$25.7M	\$29.9M	\$19.7M	\$23.2M	\$2.0M	\$4.0M	\$4.7M
Phase 4	\$30.9M	\$36.7M	\$23.8M	\$28.9M	\$2.4M	\$4.7M	\$5.5M
Phase 5	\$8.8M	\$10.7M	\$6.8M	\$8.5M	\$0.7M	\$1.3M	\$1.5M
Program Total	\$178.7M	\$202.6M	\$135.8M	\$155.0M	\$14.3M	\$28.6M	\$33.4M

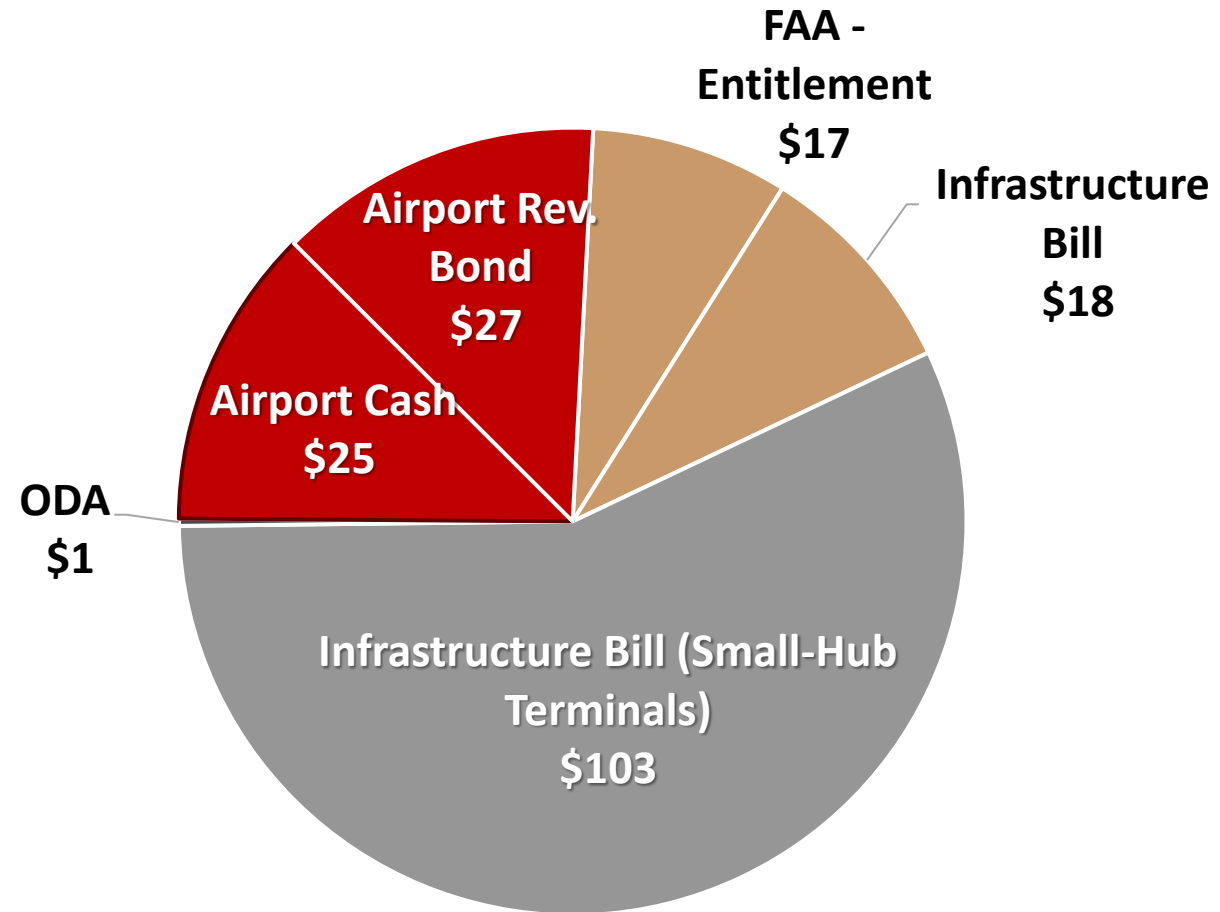
CURRENT ESTIMATED FUNDING AVAILABLE: \$85M – \$95M



**TOTAL
PROJECT
ESTIMATE**

**ALL PHASES
\$202
MILLION**

FUNDING (\$ IN MILLIONS)

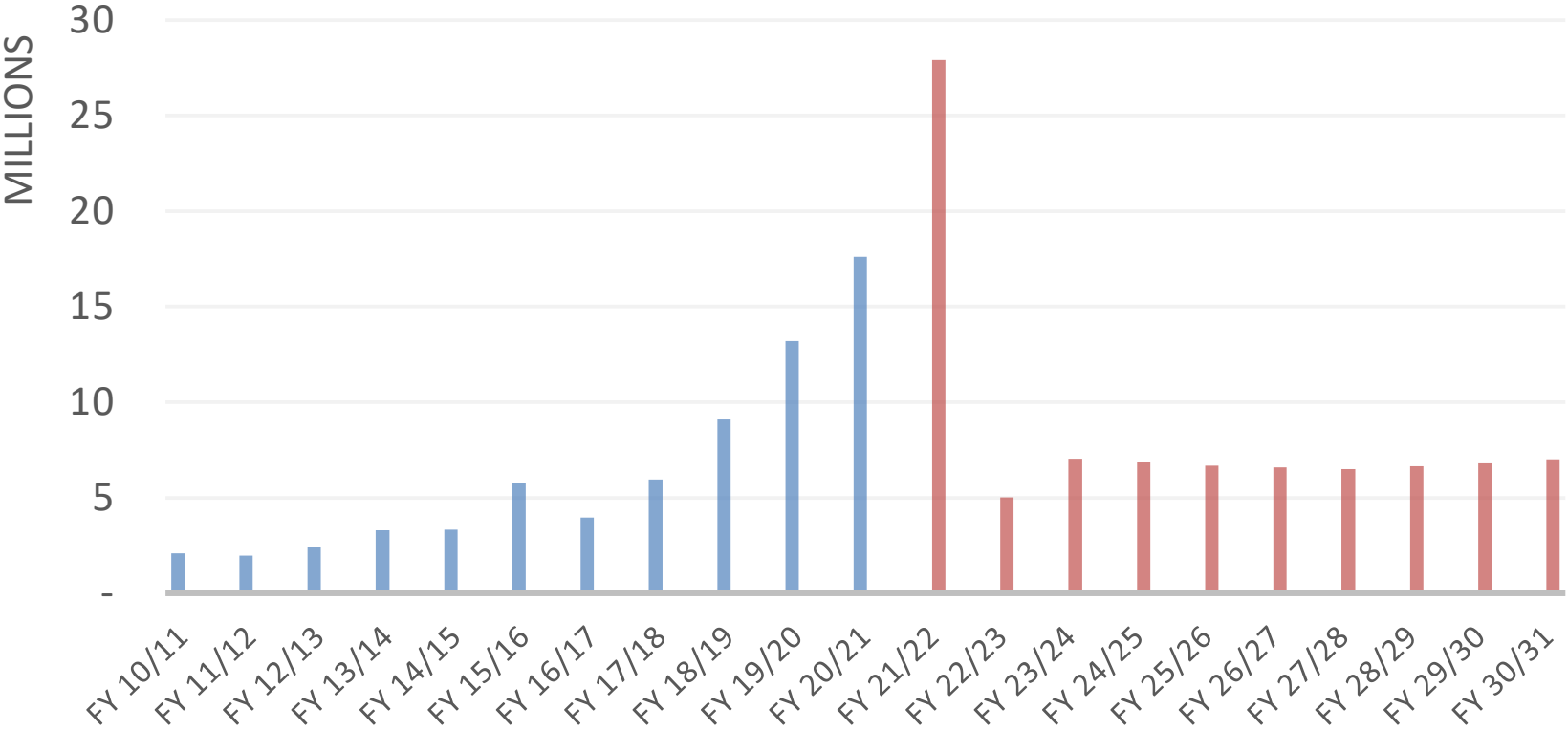


**UNKNOWN: 1. CONNECT OREGON GRANT (\$5M-\$20M)
2. ODE RENEWABLE ENERGY GRANT (\$1M)**



AIRPORT FUND – 10-YEAR FORECAST

Airport Fund Balance



ANNUAL HIGH-LEVEL ASSUMPTIONS

Base Enplanements	500k
Enplanement Growth	4%
Added Employees	1.5
Capital Equip. / Projects	\$500k



NEXT STEP:
**APPROVE
DESIGN
CONTRACT**

**RFP ISSUED:
JANUARY 7, 2022**

01

QUALIFICATIONS OF PROJECT TEAM

35 POINTS

02

EXPERIENCE

25 POINTS

03

PROJECT UNDERSTANDING & APPROACH

25 POINTS

04

APPROACH TO PROJECT MANAGEMENT

15 POINTS

**SELECTION COMMITTEE: 4 AIRPORT STAFF, 2 AIRPORT COMMITTEE MEMBERS,
2 CITY STAFF, 1 ELECTED OFFICIAL**



DESIGN TEAM SELECTION

1. RECEIVED FIVE PROPOSALS
 2. INTERVIEWED TWO FIRMS
 3. RS&H WAS SELECTED
-

DESIGN CONTRACT PROCESS

1. 5-YEAR TERM NOT TO EXCEED \$13M
2. ALTERNATIVE CONSTRUCTION DELIVERY METHOD
3. SCOPE LIMITED TO AVAILABLE FUNDS
 - PHASING EXPECTED
 - TASK ORDER PROCESS



DESIGN SCOPE OF WORK

01

FINANCIAL PLANNING & PROJECT SCHEDULING

02

DESIGN AND CONSTRUCTION CONTRACT NEGOTIATION

03

CONSTRUCTION MANAGEMENT

04

PROJECT CLOSEOUT AND OTHER SPECIAL SERVICES

***IF NO MORE FUNDING IS ACQUIRED, THIS \$13M CONTRACT
WILL DESIGN PHASE 1 (EST. AT \$100M.**



TERMINAL EXPANSION



DESIGN AND CONSTRUCTION TIMELINE





QUESTIONS?