



CITY COUNCIL
July 19, 2022
Council Chambers • 411 SW 9th Street

**COUNCIL
MEMBERS**

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Council President

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Clark-Endicott
Councilor

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Councilor

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Councilor

Shannon Wedding
Councilor

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Councilor

JULY 19, 2022

SPECIAL MEETING AGENDA

6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. CONSENT AGENDA

- A. Authorize 3-year expenditure for Information Technology - Microsoft Enterprise Agreement: \$343,733.67
- B. Resolution #2022-15: A resolution of the City of Redmond declaring certain City property to be surplus. (Public Works vehicles and equipment)
- C. Purchase Authorization for 2022 Hurco Hydro Excavation Trailer for Parks Division: \$64,670
- D. Purchase Authorization for 2022 Crafcro Crack Sealing Machine for Transportation Operations Division: \$105,643.45
- E. Purchase Authorization for 2023 Ford E-Transit 350 Van for Fleet Services Division: \$54,895.66

III. PRESENTATIONS

- A. Fiscal Year 2021 - 2022 Organizational Achievements

IV. PUBLIC HEARINGS

- A. Resolution #2022-22: A resolution of the City of Redmond, Oregon, establishing the NW 10th Street Reimbursement District.

V. ACTION ITEMS

- A. Priority Setting for the 2023 Oregon Legislative Session
- B. Award of contract to Deschutes Construction for the Sam Johnson Park - ADA Improvements Construction Project (PK2202); \$375,000
- C. Intergovernmental Agreement with the Oregon Department of Transportation for right-of-way relinquishment to the City as part of the OR126: Redmond - Powell Butte project (Key No. 20167)
- D. Resolution #2022-23: A resolution adopting amendments to the City of Redmond 2010 Public Works Standards and Specifications.

VI. 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. Litigation – ORS 192.660(2)(h) authorizing executive sessions “to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.”
- B. Labor Negotiations – ORS 192.660(2)(d) authorizes executive sessions “to conduct deliberations with persons designated by the governing body to carry on labor negotiations.”

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.

VII. MOTIONS AS A RESULT OF EXECUTIVE SESSION

VIII. ADJOURN

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

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

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



CITY OF REDMOND

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redmondoregon.gov

STAFF REPORT

DATE: July 19, 2022
TO:
THROUGH: Keith Witcosky, City Manager
Heather Cassaro, Communications Director
FROM: Matt Hayes, IT Manager
SUBJECT: Authorize 3-year expenditure for Information Technology - Microsoft Enterprise Agreement: \$343,733.67

Addresses Council Goal:

1A. SUSTAIN OPERATIONS: Provide critical and necessary services for the entire City.

Report in Brief:

This action requests City Council authorization to enter into a three-year Microsoft Enterprise Agreement and purchase Microsoft software and support services.

Background:

In 2015, the City of Redmond began using Microsoft Office 365 as its primary platform for software applications, programs, and other workplace solutions. In 2018, the City added Azure AD Premium, which enhanced the security features offered in the Office 365 platform.

The City's existing Microsoft Enterprise Agreement expires July 31, 2022.

The Agreement coming before Council includes licensing for all the City's current Microsoft Office 365 productivity and collaboration suites, Microsoft stand-alone applications, Windows desktop and laptop operating systems, Windows Server operating systems, and SQL (database) licensing.

The State of Oregon has a Microsoft Enterprise Agreement that permits municipal agencies to become an Enrolled Affiliate. This allows smaller agencies to leverage this relationship to receive the same pricing for Microsoft products as the State. The agreement was competitively awarded to SHI International Corp through National Association of State Procurement Officials (NASPO) ValuePoint - Cloud Solutions contract #AR2488.

Discussion:

An internal Microsoft Licensing audit found the City to be significantly under-licensed, by 135 computer licenses, 48 server core licenses, & 7 SQL core licenses, per Microsoft's current requirements.

These needs are driven by the significant growth in staff and computers, as well as the City's adoption and dependency of technology since our last Microsoft Enterprise Agreement renewal in 2019. To correct the computer license deficiency, the City will be replacing our Office 365 licensing model with Microsoft 365 licensing. This allows us to simplify our licensing by rolling our computer licenses into our per-user license structure, while keeping us in compliance with desktop licensing as our staff numbers continue to grow.

Microsoft products are an integral part of daily business operations for all City staff. This agreement will ensure continued use of Microsoft products and support for three years, through July 31, 2025, and reduce the amount of time staff spends on the annual process of renewing Microsoft licenses. It also standardizes pricing for new users and/or equipment added over the course of the contract.

Fiscal Impact:

Over the three-year term, the cost to SHI International Inc. will be \$343,733.67. The first-year expenditure is \$114,577.89. The Fiscal Year 2022/23 budget included \$94,000 for this item within the Information Technology Sub-Fund

(10112). The additional 20,577.89 can be absorbed within the Information Technology Sub-Fund budget as a result of other identified savings.

Alternative Courses of Action:

1. Approve the Microsoft Enterprise Agreement.
2. Request additional information.
3. Reject the Microsoft Enterprise Agreement.

Recommendation / Suggested Motion:

"I move to authorize the City Manager to execute a three-year Microsoft Enterprise Agreement with Microsoft software and support services purchased through SHI International Corp. in the amount of \$343,733.67".



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STAFF REPORT

DATE: July 19, 2022
TO: City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Ryan Kirchner, Wastewater Division Manager
SUBJECT: Resolution #2022-15: A resolution of the City of Redmond declaring certain City property to be surplus.
(Public Works vehicles and equipment)

Addresses Council Goal:

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

Report in Brief:

This item requests that City Council declare certain property as surplus and seeks authorization to dispose of it through public auction or other means that is in the best interest of the City.

Background:

City Code allows for a process to surplus unneeded City equipment. Items valued at more than \$1,000 require official authorization from City Council.

City Code Section 2.420 – Surplus Property states:

The City Manager shall have the authority to dispose of surplus property by any means determined to be in the best interest of the City, including but not limited to, transfer to other departments, government agencies, non-profit organizations, sale, trade, auction, or destruction, provided however, that disposal of personal property having a residual value of more than \$1,000 shall be subject to authorization by resolution by the City Council. All the items listed as surplus have either outlived their service life or are no longer required due to new replacements or decommissioning of systems.

Discussion:

The vehicles and equipment listed below were previously used by the Wastewater Division and are no longer required. The 2000 Ford F250, 2003 Chevy Silverado 2500, 2003 Ford F550 Service Truck, and 2005 Ford F250 Service Truck have outlived their service lives. The vehicles have already been replaced or are scheduled for replacement in the Fiscal Year (FY) 2022/23 budget.

The 2006 Hydro-Excavator/Sewer Jetting Vactor Truck is no longer cost-effective to maintain and repair parts are not readily available. A replacement Vactor was purchased in 2021.

The Flygt Submersible Sewage Pumps (6) were used at the wastewater treatment plant and retained as spare parts. These pumps are now outdated and no longer required for operation.

The Sewer Rapid Assessment Tool (RAT), Teledyne ISCO Samplers (6), lift station pump control panels, Nontoxic chlorinated polyvinyl chloride (CPVC) 2" sewage basket strainer, and Cues push camera are beyond their useful life and no longer utilized or required by the Wastewater Division.

<u>ITEM</u>	<u>CITY ASSET #</u>	<u>VIN/SERIAL #</u>	<u>APPROXIMATE VALUE</u>
2000 Ford F250	2531	1FDNF21L5YED82321	\$8,000
2003 Chevy Silverado 2500	2597	1GBHK24U33Z208805	\$8,000
2003 Ford F550 Service Truck	2599	1FDSF57S63EB97976	\$12,000
2006 Hydro-Excavator/Sewer Jetting Vactor Truck	2662	1FYHC7DE96HV89041	\$100,000
2005 Ford F250 Service Truck	2635	1FDSX21555EB96887	\$12,000
Flyght 7.5 HP Submersible Sewage Pump		3127090-1079008	\$3,000
Flyght 7.5 HP Submersible Sewage Pump		3127090-1079007	\$3,000
Flyght 11 HP Submersible Sewage Pump		3127090-1079013	\$3,000
Flyght 11 HP Submersible Sewage Pump		3127090-1079014	\$3,000
Flyght 24 HP Submersible Sewage Pump		3085092-1140117	\$5,000
Flyght 24 HP Submersible Sewage Pump		3085092-1140118	\$5,000
Sewer Rapid Assessment Tool (RAT)			\$6,000
Lift Station Pump Control Panels			\$1,000
Cues Push Camera			\$1,000
CPVC 2" Sewage Basket Strainer			\$3,500
Teledyne ISCO Sampler A, Model 3700			\$1,000
Teledyne ISCO Sampler B, Model 3700			\$1,000
Teledyne ISCO Sampler C, Model 3700			\$1,000
Teledyne ISCO Sampler D, Model 3700			\$1,000
Teledyne ISCO Sampler E, Model 3700			\$1,000
Teledyne ISCO Sampler F, Model 3700			\$1,000

Fiscal Impact:

There will be no additional cost associated with declaring this property as surplus. Proceeds from the sale of the property will be recorded as revenue within the Wastewater fund.

Alternative Courses of Action:

1. Adopt Resolution #2022-15.
2. Do not adopt Resolution #2022-15.
3. Request more information.

Recommendation / Suggested Motion:

"I move to adopt Resolution #2022-15."

**CITY OF REDMOND
RESOLUTION NO. 2022-15**

A RESOLUTION OF THE CITY OF REDMOND DECLARING CERTAIN CITY PROPERTY TO BE SURPLUS.

WHEREAS, certain property of the City of Redmond is beyond its service life; and

WHEREAS, certain City of Redmond property needs to be disposed of accordingly.

THEREFORE, be it resolved that such City of Redmond Property listed below shall be declared surplus and disposed of in the most judicious manner.

ITEM	ASSET/SERIAL #
2000 Ford F250	2531
2003 Chevy Silverado 2500	2597
2003 Ford F550 Service Truck	2599
2006 Hydro-Excavator/Sewer Jetting Vactor Truck	2662
2005 Ford F250 Service Truck	2635
Flyght 11 HP Submersible Sewage Pump	3127090-1079014
Flyght 11 HP Submersible Sewage Pump	3127090-1079013
Flyght 7.5 HP Submersible Sewage Pump	3127090-1079008
Flyght 24 HP Submersible Sewage Pump	3085092-1140117
Flyght 24 HP Submersible Sewage Pump	3085092-1140118
Flyght 7.5 HP Submersible Sewage Pump	3127090-1079007
Sewer Rapid Assessment Tool (RAT)	
Lift Station Pump Control Panels	
Cues Push Camera	
2" CPVC Sewage Basket Strainer	
ISCO Sampler A, Model 3700	
ISCO Sampler B, Model 3700	
ISCO Sampler C, Model 3700	
ISCO Sampler D, Model 3700	
ISCO Sampler E, Model 3700	
ISCO Sampler F, Model 3700	

SECTION ONE. The City Council finds that it is in the best interest of the City to enact this resolution immediately upon passage of this resolution; and therefore, this resolution shall be effective upon the date of passage.

ADOPTED by the City Council and **SIGNED** by the Mayor this 19th day of July 2022.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



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STAFF REPORT

DATE: July 19, 2022
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Dusty Hood, PFC Operations & Maintenance Manager
SUBJECT: Purchase Authorization for 2022 Hurco Hydro Excavation Trailer for Parks Division: \$64,670

Addresses Council Goal:

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

Report in Brief:

This item requests authorization for the Parks Division to purchase a new Vac300D Diesel Vacuum Trailer manufactured by Hurco Technologies, Inc. for \$64,670 from Owen Equipment.

Background:

Public Works Parks Division crews perform various maintenance, repair, and excavation duties in City parks and properties. Staff compared the capabilities of various excavation tools available and determined that the Hurco VAC300 trailer-mounted hydro excavation tool would best meet the criteria for desired performance and price.

Discussion:

Staff conducted a nationwide search for a Hurco VAC300 hydro excavation trailer with attachments and solicited three informal price quotes listed below:

Owen Equipment	\$64,670
Hurley Infrastructure Systems	\$66,970
Hurco Technologies, Inc.	\$66,970

The quote from Owen Equipment provided the lowest bid.

Fiscal Impact:

There is \$60,000 included in the Fiscal Year 2022/2023 budget within the Parks & Facilities – Capital Vehicle and Equipment sub-fund, 22263-01-000-07-00-03 (see attached) for this item. The additional \$4,670 can be absorbed by the Parks & Facilities Fund via other savings identified relative to budget.

Alternative Courses of Action:

1. Approve the purchase.
2. Reject the purchase.
3. Take no action and request additional information.

Recommendation / Suggested Motion:

"I move to approve the purchase of a 2022 Hurco Hydro Excavation Trailer in the amount of \$64,670 from Owen Equipment and authorize the City Manager to execute the contract."

BUDGET DETAIL

Parks & Facilities Fund		FY 2019/20 Actual	FY 2020/21 Actual	FY 2021/22 Budget	FY 2022/23 Budget
Materials & Services					
22219-01-000-06-00-02	Office Supplies	-	42	-	-
22219-01-000-06-00-04	Uniforms Boots and Clothing	1,268	1,219	1,300	-
22219-01-000-06-00-03	Housekeeping	27,379	21,528	20,000	22,000
22219-01-000-06-00-05	Electronic Equip & Supplies	-	-	4,000	4,000
22219-01-000-06-00-06	Small Tools & Minor Equip	8,296	10,220	10,000	12,000
22219-01-000-06-00-07	Safety Supplies	1,725	1,438	2,000	-
22219-01-000-06-00-10	Furnishings & Fixtures	507	524	10,000	10,000
22219-01-000-06-00-12	Facility Repair & Maintenance	30,975	65,055	62,000	82,000
22219-01-000-06-00-24	Phone & Internet	669	1,053	1,000	-
22219-01-000-06-00-41	Forms & Correspondence	30	35	-	-
22219-01-000-06-00-48	Rentals/Leases	308	80	1,000	1,000
22219-01-000-06-00-60	Dues Subs Memberships	-	100	-	-
22219-01-000-06-00-61	Travel & Training	2,437	2,453	5,000	5,000
22219-01-000-06-00-63	Books Maps Periodicals	528	-	-	-
22219-01-000-06-00-68	Recruitment	-	98	-	-
22219-01-000-06-00-74	External Repairs & Maint	5,813	9,794	-	-
22219-01-000-06-00-75	Parts & Inventory	-	1,756	2,000	2,000
22219-01-000-06-00-77	Fuel	5,797	7,191	10,000	12,000
22219-01-000-06-00-80	Operational Expenses	180	-	-	-
22219-01-000-06-00-84	Infrastructure Maintenance	1,412	5,249	51,500	51,500
22219-01-000-06-00-86	Licenses & Permits	100	325	5,000	5,000
22219-01-000-06-00-87	Employee Physicals	339	382	400	400
22219-01-000-06-00-90	Software Licenses	9,568	-	-	-
22219-01-000-06-00-92	Software Maint & Subscriptions	2,400	7,333	6,500	8,500
22219-01-000-06-00-98	Other Contractual Services	26,727	29,513	20,000	20,000
22219-01-000-06-01-90	Penalty & Fees	1,067	-	-	-
22219-01-000-06-85-05	ISF Central Services	42,556	47,863	61,203	62,603
22219-01-000-06-85-10	ISF IT	16,036	23,330	39,161	70,356
22219-01-000-06-85-15	ISF Risk Management	12,688	15,460	19,181	18,217
22219-01-000-06-85-30	ISF Fleet Services	2,087	5,026	5,945	16,329
TOTAL MATERIALS & SERVICES		200,889	257,067	337,190	402,905
Intrafund Transfers					
22219-01-000-13-00-63	Intrafund Tfrs-to CVE	75,000	160,000	60,000	60,000
TOTAL INTRAFUND TRANSFERS		75,000	160,000	60,000	60,000
TOTAL SUB-FUND EXPENDITURE		834,279	1,148,669	1,327,569	1,339,180
NET SUB-FUND		231,845	150,275	-	-
Sub-fund: Parks & Facilities - Capital Vehicle & Equipment					
Resources					
22263-01-000-04-80-10	Interest - Investment	1,772	850	-	-
22263-01-000-04-86-10	Intrafund Tfrs-from Operations	150,000	340,000	190,000	178,500
22263-01-000-04-99-00	Beginning Fund Balance	48,095	133,552	165,000	218,500
TOTAL RESOURCES		199,867	474,401	355,000	397,000
Capital Outlay					
22263-01-000-07-00-03	Machinery & Equipment	27,767	-	235,000	217,000
22263-01-000-07-00-06	Vehicles	38,548	228,325	120,000	180,000
TOTAL CAPITAL OUTLAY		66,315	228,325	355,000	397,000
TOTAL SUB-FUND EXPENDITURE		66,315	228,325	355,000	397,000
NET SUB-FUND		133,552	246,076	-	-
Sub-fund: Parks - SDC Improvement					
Resources					
22279-01-000-04-80-10	Interest - Investment	71,303	22,073	24,000	24,500
22279-01-000-04-75-45	Installment Pymt-Int	148	73	-	-
22279-01-000-04-75-10	SDC's Improvement	950,266	1,042,356	359,905	1,964,070



Scott Gibson City of Redmond 243 E Antler Ave Redmond, Or 97756		
Dan Nelson Owen Equipment Company 13101 NE Whitaker Way Portland, OR 97230 dnelson@owenequipment.com (503) 388-0785		

Thank you for the opportunity to quote on the following items. Please call on me if I can be of any further assistance.

Qty.	Description	Unit Price	Total
1	Hurco Vac300D Vacuum Trailer – Diesel 49.6 BHP Caterpillar C2.2 Diesel Engine, 300 Gallon Debris Tank, 95 Gallon Fresh Water Tanks, With High CFM Blower 840CFM @ 14hg	\$58,200.00	\$58,200.00
	Optional Equipment:		
1	Pressure Washer Hose Reel – Auto Recoil	\$480.00	\$480.00
1	Light Bar with Control Box	\$315.00	\$315.00
1	Tool Box	\$525.00	\$525.00
1	Cone Holder	\$150.00	\$150.00

Sub Total: \$59,670.00

Terms: Net 30 days, Quote Good for 60 Days

*******TAX NOT INCLUDED IN PRICE*******

Shipping: \$5,000.00

Total: \$64,670.00

Portland 13101 NE Whitaker Way | PO Box 30959 | Portland, OR 97294 | (503) 255-9055 | (800) 992-3656 | fax (503) 256-3880

Kent 8721 South 218th Street | Kent, WA 98031 | (253) 852-5819 | (800) 422-2059 | fax (253) 852-8913

Fairfield 1085 Horizon Drive | Fairfield, CA 94533-1633 | (800) 992-3656 | fax (707) 422-2333

www.owenequipment.com



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STAFF REPORT

DATE: July 19, 2022
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Brad Haynes, Street Operations Manager
SUBJECT: Purchase Authorization for 2022 Crafcro Crack Sealing Machine for Transportation Operations Division:
\$105,643.45

Addresses Council Goal:

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

Report in Brief:

This item requests City Council authorize the purchase of a 2022 Crafcro Crack Sealing Machine for \$105,643.45 from Crafcro, Inc. for the Transportation Operations Division.

Background:

Public Works Transportation Operations Division crews maintain over 175 miles of asphalt in Redmond streets. Crack sealing is performed by crews to prolong the life of roadways and preserve existing pavement in the City's transportation system. The Crack Sealing Machine is an important piece of equipment to perform this surface maintenance and the existing machine has become outdated and inefficient.

Staff compared the capabilities of current makes and models of Crack Sealing Machines and determined that a new Crafcro Crack Sealing Machine best meets the criteria for the desired use, available attachments, and price.

Discussion:

Informal quotes were obtained, and it was determined that the lowest cost to purchase the machine was through Sourcewell Contract #080521-CFC. This Sourcewell Cooperative Purchase Agreement allows the City to purchase the Crack Sealer below retail price.

Fiscal Impact:

There is \$100,000 included in the Fiscal Year 2022/2023 budget within the Transportation – Capital Vehicle and Equipment sub-fund, 22163-01-000-07-00-06 (see attached) for this item. The additional \$5,643.45 can be absorbed by the Transportation Fund via other savings identified relative to budget.

Alternative Courses of Action:

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

Recommendation / Suggested Motion:

"I move to approve the purchase of a 2022 Crafcro Crack Sealing Machine from Crafcro, Inc. in the amount of \$105,643.45 and authorize the City Manager to execute the purchase contract."

BUDGET DETAIL

Transportation Fund

		FY 2019/20 Actual	FY 2020/21 Actual	FY 2021/22 Budget	FY 2022/23 Budget
Reserve					
22118-01-000-12-00-20	Reserve for Future Expend	-	-	180,819	135,000
TOTAL RESERVE		-	-	180,819	135,000
TOTAL SUB-FUND EXPENDITURE		1,328,946	1,377,017	1,661,621	1,989,070
NET SUB-FUND		60,107	172,457	-	-

Sub-fund: Transportation - Infrastructure Maintenance

Resources					
22161-01-000-04-30-50	STBG Funds	-	446,779	377,310	414,257
22161-01-000-04-80-10	Interest - Investment	19,306	4,905	4,000	5,200
22161-01-000-04-86-10	Intrafund Tfrs-from Operations	1,160,000	1,000,000	1,080,000	1,300,000
22161-01-000-04-99-00	Beginning Fund Balance	639,275	946,637	1,012,683	821,364
TOTAL RESOURCES		1,818,581	2,398,321	2,473,993	2,540,821

Materials & Services

22161-01-000-06-02-05	Asphalt Maintenance	363,601	62,806	700,000	600,000
22161-01-000-06-02-10	Bridge Maintenance	73,312	57,661	20,000	20,000
22161-01-000-06-02-15	Signage	54,256	51,399	65,000	70,000
22161-01-000-06-02-20	Surface Seals	189,637	761,899	877,000	865,000
22161-01-000-06-02-25	Sidewalk Maint	35,717	12,480	40,000	65,000
22161-01-000-06-02-30	Striping	41,973	33,753	50,000	53,500
22161-01-000-06-02-35	Legend Painting	24,055	25,703	40,000	43,000
22161-01-000-06-02-40	Vegetation Maintenance	19,632	35,621	40,000	40,000
22161-01-000-06-02-45	Street Sweeping	7,768	6,117	12,500	13,750
22161-01-000-06-02-50	Shoulder Maintenance	11,187	591	15,000	16,000
22161-01-000-06-02-55	Concrete Repair	29,440	6,170	65,000	65,000
22161-01-000-06-02-60	Snow & Ice Maintenance	21,367	8,201	26,000	26,000
TOTAL MATERIALS & SERVICES		871,944	1,062,400	1,950,500	1,877,250

Reserve

22161-01-000-12-00-20	Reserve for Future Expend	-	-	523,493	663,571
TOTAL RESERVE		-	-	523,493	663,571
TOTAL SUB-FUND EXPENDITURE		871,944	1,062,400	2,473,993	2,540,821
NET SUB-FUND		946,637	1,335,921	-	-

Sub-fund: Transportation - Capital Vehicle & Equipment

Resources					
22163-01-000-04-80-10	Interest - Investment	1,266	605	-	-
22163-01-000-04-86-10	Intrafund Tfr - from Operations	225,000	225,000	230,000	430,000
22163-01-000-04-99-00	Beginning Fund Balance	156,608	140,914	147,829	347,455
TOTAL RESOURCES		382,874	366,519	377,829	777,455

Capital Outlay

22163-01-000-07-00-03	Machinery & Equipment	69,900	-	-	-
22163-01-000-07-00-04	Heavy Equipment	-	209,064	-	-
22163-01-000-07-00-06	Vehicles	172,060	-	340,000	750,000
TOTAL CAPITAL OUTLAY		241,960	209,064	340,000	750,000

Reserve

22163-01-000-12-00-20	Reserve for Future Expend	-	-	37,829	27,455
TOTAL RESERVE		-	-	37,829	27,455
TOTAL SUB-FUND EXPENDITURE		241,960	209,064	377,829	777,455
NET SUB-FUND		140,914	157,455	-	-

Sub-fund: Transportation - SDC Improvement



SOURCEWELL CONTRACT
#080521-CFC

BBBQ51218

6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

Date Quoted 6/14/2022
Expiration Date 7/15/2022

Quote To: Account Code: 923490

Ship To: Account Code: 923490

CITY OF REDMOND - OR
N/A

CITY OF REDMOND - OR

411 SW 9TH STREET
REDMOND, OR 97756
US

243 E ANTLER
REDMOND, OR 97756
US

Phone: 541-504-2000

Fax: 541-548-0253

BRAD HAYNES

Email:

541-504-2033

brad.haynes@ci.redmond.or.us

Project Title:

Start Date:

Ship Via: Truck/Common Carrier

Effective Dates: 6/14/2022 TO 7/15/2022

Sales Group: SRC- SOURCEWELL

Terms: NET 30

Quoted By: Taylor Dahlquist

F.O.B.: PPD-ADD FREIGHT

Sales Office: 350- Taylor Dahlquist

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: CITY OF REDMOND - OR

Quote Number BBBQ51218

Project Title:

Date 06-14-22

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
47900N-SRC	SUPERSHOT 250D W/100 CFM COMPRESSOR	EA	1	\$85,050.0000	\$85,050.0000
20014-SRC	3" PINTLE HITCH	EA	1	\$114.2400	\$114.2400
24227-SRC	SEVEN PIN FLAT BLADE CONNECTOR	EA	1	\$0.0000	\$0.0000
20140-SRC	28" HITCH EXTENSION	EA	1	\$572.0000	\$572.0000
23120-SRC	BREAKAWAY BATTERY W/ CHARGER	EA	1	\$337.9700	\$337.9700
24086-SRC	LOCKABLE BATTERY BOX SUPERSHOT/EZ	EA	1	\$236.0000	\$236.0000
24095K-SRC	STROBE LIGHT KIT INSTALLED	EA	1	\$312.0000	\$312.0000
24190K-SRC	OVERNIGHT HEATER 110V W/ US PLUG	EA	2	\$288.0000	\$576.0000
26058-SRC	10# FIRE EXTINGUISHER (MUST ORDER 26059 TO MOUNT)	EA	1	\$192.0000	\$192.0000
26059-SRC	FIRE EXTINGUISHER BRACKET	EA	1	\$76.0000	\$76.0000
26098-SRC	TOOL BOX	EA	1	\$76.8000	\$76.8000
26119-SRC	3/8" SAFETY HOOK W/ LATCH (2 REQUIRED)	EA	2	\$58.0000	\$116.0000
29357-SRC	MUDFLAP, EACH (1 PER TIRE)	EA	2	\$34.9800	\$69.9600
48120S-SRC	ENGINE COVER ASSY YANMAR INSULATED	EA	1	\$2,664.0000	\$2,664.0000
47638N-SRC	STAINLESS STEEL SELF RETRACT HOSE	EA	1	\$1,902.4000	\$1,902.4000
51399-SRC	AUTOLOADER (MUST ORDER A HITCH EXT)	EA	1	\$7,992.0000	\$7,992.0000
45660-SRC	HEAT LANCE, HIGH VELOCITY W/ 60' HOSE		1	\$2,589.7300	\$2,589.7300

06/15/22 06:42:26

We value your business.

Page 1 of 3

1 of 3

Page 13 of 144

Customer: CITY OF REDMOND - OR

Quote Number BBBQ51218

Project Title:

Date 06-14-22

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
27114-AZ03	TIP ADAPTER RVA	EA			
		EA	1	\$36.5000	\$36.5000
27115-AZ03	SHROUD, TIP ADAPTER RVO	EA	1	\$33.0000	\$33.0000
27130-AZ03	DISK, 4" SWIVEL RA	EA	1	\$117.8500	\$117.8500
50270-CA02	DUCK BILL VALVE W/SLOT REV.B	EA	4	\$19.7500	\$79.0000

Sales Tax	\$0.00
Shipping	\$2,500.00
Contract Total	\$105,643.45

COMMENTS:

SOURCEWELL CONTRACT QUOTE
AFTER JULY 1, 2022 PURCHASE

2 YEAR WARRANTY
INCLUDES STARTUP, DELIVERY AND TRAINING
AT THE CITY OF REDMOND

For questions contact Taylor Dahlquist at 503-522-8090 or taylor.dahlquist@crafco.com

NOTE:**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.
California purchasers refer to <http://crafco.com/resources/Prop-65.xlsx>

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf>

Quantities may be limited at Crafco's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy**RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.



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: July 19, 2022
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Scott Gibson, Fleet Services Manager
SUBJECT: Purchase Authorization for 2023 Ford E-Transit 350 Van for Fleet Services Division: \$54,895.66

Addresses Council Goal:

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

Report in Brief:

This item requests authorization to purchase a 2023 Ford Electric Transit 350 Cargo Van for \$54,895.66 from Northside Ford Truck Sales, Inc. for the Fleet Services Division.

Background:

The Fleet Services Division maintains and repairs more than 500 vehicles and equipment for the City. The vehicle used by staff to transport parts, equipment, and personnel has reached the end of its useful service life and is in need of replacement.

Discussion:

Staff researched a suitable replacement for the existing transit vehicle and determined that a 2023 Ford 350 Electric Cargo Van best met the criteria for performance and compatibility for transporting goods and personnel during vehicle repairs. The purchase will be made through the State of Oregon Price Agreement #1656 resulting in a \$5,343 discount from the retail price.

Fiscal Impact:

There is \$55,000 included in the Fiscal Year 2022/2023 budget within the Transportation – Capital Vehicle and Equipment sub-fund, 22118-01-000-07-00-06 (see attached) for this item.

Alternative Courses of Action:

1. Approve the purchase.
2. Reject the purchase.
3. Take no action and request additional information.

Recommendation / Suggested Motion:

"I move to approve the purchase of a 2023 Ford Electric Transit 350 Van from Northside Ford Truck Sales, Inc. in the amount of \$54,895.66 and authorize the City Manager to execute the purchase agreement."

BUDGET DETAIL

Transportation Fund		FY 2019/20 Actual	FY 2020/21 Actual	FY 2021/22 Budget	FY 2022/23 Budget
22118-01-000-04-25-15	COIC	55,140	86,721	70,000	55,000
22118-01-000-04-45-75	Restitution	2,948	-	-	-
22118-01-000-04-60-90	Miscellaneous	4,564	836	-	-
22118-01-000-04-65-20	Federal Grants & Awards	18,214	-	-	-
22118-01-000-04-80-10	Interest - Investment	1,453	743	1,400	-
22118-01-000-04-85-30	ISF Fleet Services	1,090,945	1,197,807	1,173,189	1,517,588
22118-01-000-04-95-50	Sale of Property	-	503	-	-
22118-01-000-04-99-00	Beginning Fund Balance	21,657	60,107	196,901	151,222
TOTAL RESOURCES		1,389,053	1,549,474	1,661,621	1,989,070
Personnel Services					
22118-01-000-05-00-01	Regular Pay	417,025	433,465	449,067	588,445
22118-01-000-05-00-03	Overtime	8,588	529	13,500	13,500
22118-01-000-05-20-11	Employer Social Security	25,785	26,313	27,842	36,484
22118-01-000-05-20-12	Employer Medicare	6,030	6,154	6,511	8,532
22118-01-000-05-20-30	Employer PERS	98,226	100,010	114,454	148,721
22118-01-000-05-20-41	Medical Insurance	118,886	118,128	120,984	187,714
22118-01-000-05-20-42	VEBA Contribution	13,048	9,533	7,440	10,680
22118-01-000-05-20-43	HRA Contribution	11,441	4,200	7,902	10,096
22118-01-000-05-20-50	Life Insurance	144	144	151	202
22118-01-000-05-20-51	Accidental D & D	25	60	26	35
22118-01-000-05-20-52	SAIF	5,158	5,577	5,084	7,796
22118-01-000-05-20-53	Long-Term Disability	792	792	832	1,081
22118-01-000-05-20-62	FSA	162	162	170	227
TOTAL PERSONNEL SERVICES		705,312	705,066	753,963	1,013,513
Materials & Services					
22118-01-000-06-00-02	Office Supplies	128	419	350	-
22118-01-000-06-00-04	Uniforms Boots and Clothing	9,906	10,179	12,610	14,800
22118-01-000-06-00-05	Electronic Equip & Supplies	30	-	9,000	9,000
22118-01-000-06-00-06	Small Tools & Minor Equip	13,481	12,105	12,350	40,000
22118-01-000-06-00-07	Safety Supplies	403	3,184	900	-
22118-01-000-06-00-10	Furnishings & Fixtures	36	-	165	2,500
22118-01-000-06-00-12	Facility Repair & Maintenance	-	-	-	3,000
22118-01-000-06-00-20	Water/Sewer/Storm	1,870	1,902	1,900	2,100
22118-01-000-06-00-21	Repair & Maintenance	-	68	-	1,250
22118-01-000-06-00-23	Utility Gas	1,890	2,332	1,600	2,100
22118-01-000-06-00-24	Phone & Internet	3,581	3,086	4,420	5,500
22118-01-000-06-00-26	Postage	190	193	600	800
22118-01-000-06-00-29	Radio Maintenance	454	300	-	300
22118-01-000-06-00-48	Rentals & Leases	707	236	650	650
22118-01-000-06-00-56	Workers Comp Claim Deduct	-	105	-	-
22118-01-000-06-00-60	Dues Subs Memberships	119	-	500	770
22118-01-000-06-00-61	Travel & Training	3,090	-	12,000	12,000
22118-01-000-06-00-63	Books Maps Periodicals	447	104	500	-
22118-01-000-06-00-74	External Repairs & Maint	92,888	49,549	80,000	80,000
22118-01-000-06-00-75	Parts & Inventory	321,782	328,923	345,000	360,000
22118-01-000-06-00-77	Fuel	3,822	1,364	1,850	2,000
22118-01-000-06-00-86	Licenses & Permits	89	297	-	135
22118-01-000-06-00-87	Employee Physicals	495	402	600	770
22118-01-000-06-00-88	Employee/Volunteer Recogn	125	200	300	400
22118-01-000-06-00-90	Software Licenses	9,483	79,354	46,900	-
22118-01-000-06-00-92	Software Maint & Subscriptions	-	-	5,400	17,700
22118-01-000-06-00-97	Chgs Srv From Other Fund	39,168	39,959	47,084	57,500
22118-01-000-06-00-98	Other Contractual Services	843	1,642	5,200	4,325
22118-01-000-06-85-05	ISF Central Services	86,723	94,003	91,543	97,896
22118-01-000-06-85-10	ISF IT	22,401	31,739	33,925	53,454
22118-01-000-06-85-15	ISF Risk Management	9,485	10,306	11,492	16,607
TOTAL MATERIALS & SERVICES		623,634	671,951	726,839	785,557
Capital Outlay					
22118-01-000-07-00-06	Vehicles	-	-	-	55,000
TOTAL CAPITAL OUTLAY		-	-	-	55,000

Prepared for: Scott Gibson

City of Redmond

Prepared by: SHARON TUCKER

06/23/2022



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2023 E-Transit-350 Cargo RWD Medium Roof Van 130" WB Base (W9C)

Price Level: 315 | Quote ID: Rdm23W9Ce

As Configured Vehicle

Code	Description	MSRP	Invoice
Base Vehicle			
W9C	Base Vehicle Price (W9C)	\$54,555.00	\$54,555.00
Packages			
101A	Order Code 101A <i>Includes:</i> - Engine: Electric Motor - Transmission: Single-Speed - Electric Axle - GVWR: 9,500 lbs - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Steel w/Full Silver Cover - Dark Palazzo Gray Vinyl Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only. - Vinyl Front Bucket Seats - Radio: AM/FM Stereo w/SYNC 4 Includes 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected built-in navigation (3 years of service) and 4 speakers (front). Ford commercial solutions energy management and vehicle insight tools (access to the Ford charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 1 year. - Electronic Air Temperature Control	N/C	N/C
Powertrain			
99K	Engine: Electric Motor With 68kWH standard range high-voltage battery.	Included	Included
44A	Transmission: Single-Speed	Included	Included
STDAX	Electric Axle	Included	Included
STDGV	GVWR: 9,500 lbs	Included	Included
Wheels & Tires			
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
64H	Wheels: 16" Steel w/Full Silver Cover	Included	Included
Seats & Seat Trim			
V	Vinyl Front Bucket Seats	Included	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Scott Gibson

City of Redmond

Prepared by: SHARON TUCKER

06/23/2022



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2023 E-Transit-350 Cargo RWD Medium Roof Van 130" WB Base (W9C)

Price Level: 315 | Quote ID: Rdm23W9Ce

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
21G	Dark Palazzo Gray Vinyl Bucket Seats <i>Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.</i>	Included	Included

Other Options

PAINT	Monotone Paint Application	STD	STD
130WB	130" Wheelbase	STD	STD
91B	Wiper Activated Headlamps	\$30.00	\$30.00
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors <i>Includes turn signals.</i>	\$150.00	\$150.00
68H	Running Boards <i>Covers the B-C pillar passenger-side.</i>	\$290.00	\$290.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD) <i>The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.</i>	\$300.00	\$300.00
85C	Illuminated Sun Visors	\$70.00	\$70.00
15F	Full Rear Compartment Lighting <i>Includes cargo area LED lights at C-pillar and D-pillar and rear compartment LED switch.</i>	\$70.00	\$70.00
17P	6 Cargo Tie-Down Hooks	\$25.00	\$25.00
16E	Front & Rear Vinyl Floor Covering <i>Includes wheel well liners.</i>	Included	Included
85D	Dual-Note Horn	\$20.00	\$20.00
41J	Intelligent Access w/Push- Button Start	Included	Included
58B	Radio: AM/FM Stereo w/SYNC 4	Included	Included

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Prepared for: Scott Gibson

City of Redmond

Prepared by: SHARON TUCKER

06/23/2022



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2023 E-Transit-350 Cargo RWD Medium Roof Van 130" WB Base (W9C)

Price Level: 315 | Quote ID: Rdm23W9Ce

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
	<i>Includes 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected built-in navigation (3 years of service) and 4 speakers (front). Ford commercial solutions energy management and vehicle insight tools (access to the Ford charge network, public charging account setup and management, driver public charging tools, home charging reimbursement, Ford E-Telematics dashboard and connected navigation) included for commercial and business customers complimentary for 1 year.</i>		
	<i>Includes:</i> <i>- Electronic Air Temperature Control</i>		
87A	12V Powerpoint <i>Located in the rear of the vehicle.</i>	Included	Included
90E	120V/2.4kW Pro Power Onboard <i>Pro power onboard allows the vehicle to be used as a power source for tools to be plugged in to.</i>	\$1,265.00	\$1,265.00
	<i>Includes:</i> <i>- 12V Powerpoint</i> <i>Located in the rear of the vehicle.</i> <i>- Intelligent Access w/Push-Button Start</i>		
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>	\$70.00	\$70.00
43R	Reverse Sensing System	\$275.00	\$275.00
96D	Load Area Protection Package <i>Includes full-height polypropylene cargo area panels.</i>	\$370.00	\$370.00
	<i>Includes:</i> <i>- Front & Rear Vinyl Floor Covering</i> <i>Includes wheel well liners.</i>		
15C	Front Black Wheel Well Liners <i>Ford accessory, pre-installed.</i>	\$275.00	\$275.00

Emissions

425	Zero Evaporated Emissions System	STD	STD
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Interior Color

VK_03	Dark Palazzo Gray w/Vinyl Front Bucket Seats	N/C	N/C
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Exterior Color

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: **Scott Gibson**

City of Redmond

Prepared by: SHARON TUCKER

06/23/2022



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2023 E-Transit-350 Cargo RWD Medium Roof Van 130" WB Base (W9C)

Price Level: 315 | Quote ID: Rdm23W9Ce

As Configured Vehicle (cont'd)

Code	Description	MSRP	Invoice
YZ_01	Oxford White	N/C	N/C
SUBTOTAL		\$57,765.00	\$57,765.00
Destination Charge		\$1,795.00	\$1,795.00
TOTAL		\$59,560.00	\$59,560.00

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Prepared for: Scott Gibson

City of Redmond

Prepared by: SHARON TUCKER

06/23/2022



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2023 E-Transit-350 Cargo RWD Medium Roof Van 130" WB Base (W9C)

Price Level: 315 | Quote ID: Rdm23W9Ce

Pricing Summary - Single Vehicle

			MSRP
<i>Vehicle Pricing</i>			
Base Vehicle Price			\$54,555.00
Options			\$3,210.00
Colors			\$0.00
Upfitting			\$0.00
Fleet Discount			\$0.00
Fuel Charge			\$0.00
Destination Charge			\$1,795.00
Subtotal			\$59,560.00
<i>Pre-Tax Adjustments</i>			
Code	Description		MSRP
VCAF	As per state contract #1656		\$0.00
Delivery	Delivery per contract \$2.50 per mile after 60.		\$202.50
Govt Disc	Government discount		-\$5,343.01
Subtotal			\$54,419.49
<i>Sales Taxes</i>			
Code	Description		MSRP
CAT	Corporate Activity Tax		\$204.07
<i>Estimated CAT tax (gross receipts tax) in effect 1/1/20.</i>			
Oregon Tax	Oregon Privilege Tax		\$272.10
<i>Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.</i>			
Subtotal			\$54,895.66
Total			\$54,895.66

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Prepared for: **Scott Gibson**

City of Redmond

Prepared by: SHARON TUCKER

06/23/2022



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

2023 E-Transit-350 Cargo RWD Medium Roof Van 130" WB Base (W9C)

Price Level: 315 | Quote ID: Rdm23W9Ce

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date



REDMOND CITY COUNCIL GOALS 2021/2022

FISCAL YEAR END NOTABLE ACHIEVEMENTS (through 6.30.22)



1. SUSTAIN OPERATIONS

Provide or enhance current levels of operations in all facets of municipal service delivery.

A. Provide critical and necessary services for the entire City.

i. Strive to achieve a level of Police services required to make Redmond the “safest community in Oregon”.

a. Make efforts to scale staffing needs in proportion to population growth.

CENTRAL SERVICES	5-year operating forecast utilized to inform a financially sustainable recommendation to add 12.5 new positions across 6 departments in the FY 2022/23 budget.
POLICE	Hired 10 new employees this fiscal year. A combination of filling vacancies, adding a new FTE to records, and 2 new CSOs. Now have 4 CSO's, and 3 fluent Spanish speaking officers.

b. Achieve a high standard of professionalism and efficiency in the conduct of Police work such as investigating crimes and accidents, arresting violators, and addressing traffic safety issues.

POLICE	Added a full-time Computer Forensics Investigator to our Investigations Unit, working out of the multi-agency computer forensics lab at Deschutes County. Worked several Major Crime Team incidents within Redmond and surrounding areas, resulting in numerous arrests.
--------	--

c. Pursue opportunities to educate and partner with the community to enhance safety.

ENGINEERING / POLICE / PUBLIC WORKS	The traffic safety working group conducted and evaluated numerous speed surveys, issued a request for qualifications for on-call traffic engineering services, placed driver feedback signs and interacted with public on speeding, intersection safety, vehicle noise and other traffic concerns.
POLICE	Participated in a hybrid version of National Night Out. Distributed gift bags to over 100 community members during NNO, had over 1000 participants virtually, and was awarded top 10 medium size police agencies for our NNO program.

d. Advance initiative for a new Police Station through land acquisition and appropriate needs analysis, and financial strategies. Target new facility opening by 2024/2025.

CENTRAL SERVICES	\$40 million voter approved GO Bond in May 2022. Issuance/Sale of bonds underway.
POLICE	Worked with the City to acquire 8 acres at 2983 NW Canal for a new Public Safety Facility (PSF). Successfully passed a \$40 million GO Bond to help finance the new PSF project.

ii. Provide City water and wastewater operations to meet or exceed public health standards.

PUBLIC WORKS	Water, wastewater, and stormwater services provided in accordance with state and federal requirements. Treated a total of 1 billion gallons of wastewater removing 19,356,560 pounds of pollutants with a 97.3% removal efficiency. Biosolids produced by the WPCF contain just 0.98% of the heavy metals allowed by Oregon Department of Environmental Quality (DEQ).
--------------	---

	Met the requirements of our Water Pollution Control Facility (WPCF) permit without exceeding pollution limits. Environmental Programs successfully implemented semi-annual toxics monitoring.
	Successfully provided over 2.3 billion gallons of water to the community in FY 21/22 while maintaining good pressure and state compliance, keeping Redmond in the top tier when it comes to state compliance.
	Worked closely with a consulting engineer to develop and complete an updated Emergency Response Plan to addresses situations in the water utility that could occur due to malevolent acts or physical events.

- a. Fully evaluate Wastewater Treatment Plant expansion options and complete the design for the preferred option.

PUBLIC WORKS	Fully evaluated Wastewater Treatment Plant expansion options (Redmond Wetlands Project) completed the 30% design. Final design contract awarded through Council action in May 2022. Final design due in early 2023. Multiple off-ramps will be provided to Council as greater cost details emerge in late 2022 and early 2023.
--------------	--

1. Leverage potential relocation with opportunity to connect residents to recreational opportunities outside of the UGB (Deschutes River, Smith Rock, BLM trails, etc.).

PUBLIC WORKS	Wastewater Treatment Plant Expansion design provides an option (if budget allows) for public access trails, educational kiosks, and other amenities to accommodate public access and education outside of the UGB.
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- iii. Ensure appropriate investment in Central Services staffing and infrastructure to support efficient delivery of City services.

B. Increase the efficiency and/or effectiveness with which the City provides public services.

- i. Explore opportunities to increase efficiencies and economies of scale through sharing of services and resources with other public agencies.

COMMUNITY DEVELOPMENT	Maintained Intergovernmental Agreements (IGA) with Deschutes and Crook Counties for mutual aid in case of unplanned vacancies in department. New IGA with Jefferson County for mutual aid in case of unplanned vacancies in department was developed and adopted.
	Processed approximately 80 pre-development meetings in conjunction with Engineering Department and other divisions as needed.
POLICE	Partnered with COLES to expand the Central Oregon Emergency Services (SWAT) Team, and was able to purchase a new Armored Vehicle. Vehicle is a Central Oregon resource, yet is located at Redmond PD and available for our use, when not in use by the CERT team.
	Partnered with Deschutes County 911 to improve the CAD system, and begin allowing officers to self-dispatch to an increased number of calls; saving time on the radio and improving response times.
PUBLIC WORKS	Utilized Deschutes County resources to complete approximately 80 miles of street lane striping along with chip seal operations on approximately five miles.
	Utilized cooperative agreements with Deschutes County and the Oregon Department of Transportation (ODOT) for winter maintenance activities.
	Utilized agreements with ODOT to provide traffic signal maintenance on City-owned equipment and sharing of resources for road maintenance activities.
	Utilize ODOT testing lab in Salem for required testing on contractual products for specification requirements.
	Performed approximately 150 hours of street sweeping and herbicide application on approximately 77 acres of ODOT highways and rights-of-way within city limits, mowing 200 acres ODOT ROW.

	Joint use of Public Works facilities with Central Oregon Intergovernmental Council's (COIC) Cascades East Transit (CET).
	Provided incident response for local, county, and state highway requested closures for vehicle accidents.
	Provided traffic control for RF&R, the Police Department, and Deschutes County.

- ii. Endeavor to ensure all enterprise activities (water, wastewater, stormwater, airport, golf, and community development) earn sufficient income to meet operating expenses including capital maintenance and replacement.

CENTRAL SERVICES	In December 2021, the annual 5-year rolling forecast was completed with the goals of identifying operating, infrastructure, and capital needs, understanding funding constraints and other economic impacts and planning for necessary fee adjustments. Wastewater, Stormwater, Airport, CDD-Building and CDD-Current Planning operations have maintained or improved fund balance over the past 5-years (2017/18 – 2021/22). Water operations has expectedly declined (about \$900k) over the 5-year period to fund the approximately \$2 million Advanced Metering Infrastructure (AMI) system replacement project (about 10,000 water meters), which began in FY 2017/18 and acquisition was completed in FY 2020/21. For the Juniper Golf Course, net operating cash flow (does not include construction debt service) has been positive from 2017/18 through 2021/22. With FY 2021/22 being the strongest on record at +\$275k.
	Development fees (tied to Consumer Price and Construction Cost Indexes) and utility fees were adjusted for July 2022 to support operations and upcoming growth-related projects.
COMMUNITY DEVELOPMENT	Negotiated and purchased property for new Public Safety Facility and lead sale of three City-Owned Desert Rise industrial properties.
PUBLIC WORKS	Generated sufficient revenue through utility user fees to meet FY 21/22 budgeted expenditures.

- iii. Take continual steps to make City services more user/business friendly.

COMMUNITY DEVELOPMENT	Developed and initiated new residential plan review procedure after Planning Division approval of Site and Design. Negates multiple 'Building Code' plan reviews, delays and simplifies the process for the builder as well.
	Updated Chapter 7 of the City Code clarifying short term rental requirements in the Downtown Overlay District and Mixed-Use Neighborhood zone.
	Permit Technicians reached out to twelve project managers prior to final inspections to discuss completion date and coordination of pre-final and final inspections
	Scheduled and conducted "pre-final" on-site inspections for Engineering, Water, Sanitation, Stormwater, RF&R, and Planning departments to meet with project managers on the following projects: BasX South 2-Story Office Addition; Ross; Salmon Crossing Apartments 5-Plex & 8-Plex; Otto's Landing; Bethlehem Inn; Autozone; Kingwood Lofts Phase II; 15th St. Apartments; Obsidian Apartments (Continued from FY 2020-2021); Selco; Medline Expansion; Design Center-Multiple TI's; Cypress Apartments-Continued from FY 2020-2021; Midtown Place; Bridge Meadows; Juniper Living-Continued from FY 2020-2021; Design Space Industrial Building.
	Organized and conducted quarterly meetings between City's primary growth management departments (CDD/Public Works/Engineering) to improve administrative and permit efficiencies.
	Updated the entire Department's phone tree and extension.
PUBLIC WORKS	Created an afterhours on-call program for the Parks Division improving response times and better serving Park users.
	Aided nine major industrial users regarding wastewater discharge compliance with federal standards, usually on a monthly basis.

- iv. Seek and achieve efficiencies through the acquisition and implementation of new technologies.

CENTRAL SERVICES	Human Resources (HR) has continued implementation of Employee Navigator, a free program that is used for employee onboarding and open enrollment. Payroll has continued implementation of the Springbrook upgrade and began implementation of Employee Self Service (ESS).
	Began the standardization process for purchasing new hardware and software to better manage maintenance and budget for replacement cycles
	Completed city's phone system upgrade, enabling 'soft-phone' functionality on all workstations, including telework stations/laptops
	Replaced all City Hall server rack batteries, which ensures all systems remain powered on until the generator kicks in during power outages.
	Network equipment – Replaced network equipment at City facilities to take advantage of improved security and communication features. All buildings have 1Gb connections to desktops and WAN (wide area network) connections are 10Gb ready. Redirected incoming and outgoing internet traffic to take advantage of various security filters and protections. Replaced obsolete guest internet firewalls at airport & City buildings.
COMMUNITY DEVELOPMENT	Enhanced City GIS mapping function and County DIAL map to accurately reflect UH-10-zoned lands.
POLICE	Transitioned all police vehicle Mobile Data Terminals (MDTs) and PD computers, to the same platform, a Panasonic Toughbook Laptop with docking station, so the same computer can be used in the police vehicle and inside the PD. Improving officers' efficiency and time with writing reports.
PUBLIC WORKS	Upgraded equipment and completed replacements to ensure uninterrupted treatment of wastewater due to aging components at the current Wastewater Plant.
	Completed an update to the Water System Master Plan, including a SCADA Asset Inventory, Water Model update and a Facilities Condition Assessment of existing equipment.
	Continued implementation of Leak and Pressure program which includes a successful public, private partnership resulting in actionable data for the utility and its customers.
	Completed upgrade of water SCADA back haul system to provide for redundancy and resiliency of the network.

- v. Incorporate strategic use of technology, social media, the internet and other tools to inform and communicate with citizens and stakeholders.

COMMUNITY DEVELOPMENT	Developed Urban Renewal Program video detailing successes in the Downtown District and published on YouTube.
CENTRAL SERVICES	Enabled Closed Captioning on recorded City Council Meetings.
	Developed 'hybrid' meeting model for public meetings to increase accessibility.
	Upgraded A/V in Public Works, Police Department, Airport, and City Hall conference rooms, purchased video ready laptops, head-sets and other accessories to facilitate video conferencing capabilities.
POLICE	Began distributing media releases and social media posts in both English and Spanish. Also created an online reporting system for Fireworks Complaints.
PUBLIC WORKS	Continued partnership with Groundwater Solutions Inc. (GSI) to provide water conservation education to elementary school students in the Redmond School District, as well as resources for the public on residential water conservation methods through pamphlets, mailers and the City website.
	Continued emphasis on the Water Conservation Rebate Program to educate and incentivize customers that would like the opportunity to save water. GSI staff reached out to large water users like Parks and Redmond School District to educate on the availability of data and resources to conserve water and save money.
	Utilized social media to keep citizens apprised of current activities, weather events, and planned special events.
	Issued weekly media advisories to communicate planned road construction delays or disruptions, public assemblies, and winter weather events.

	Utilized online GIS for tracking of sanding equipment and snowplows allowing residents to view progress during major events.
	Converted to new online reporting system so local restaurants may enter grease interceptor cleanings electronically.
	Developed the Redmond Wetlands Complex website to ensure the citizens and stakeholders were informed about the Water Pollution Control Facility expansion and given opportunities to provide feedback.

vi. Seek opportunities to strategically use City capital assets such as buildings and properties.

vii. Improve the energy independence of City owned facilities and transportation fleet operations. Develop short and long-term strategies for increasing energy efficiency and utilizing renewable resources.

COMMUNITY DEVELOPMENT	Coordinated with Public Works to deploy Community Development Block Grant (CDBG) funding available for the Senior Center Solar Project.
	Coordinated effort to incorporate solar energy production as part of the design of the proposed Wetlands Complex and the Public Safety Building.
PUBLIC WORKS	Installed 60.48 kW solar system on the Senior Center utilizing grant funding and energy resource incentives. Money saved will be reinvested in programs to serve the community.
	Processed 886 tons of biosolids during FY 2021/22. Biosolids are a valuable resource used as both a soil amendment and fertilizer on City owned fields and select area farms. Nearly 1 billion gallons of disinfected effluent is repurposed to irrigate hay fields and recharge the Deschutes aquifer.
	Continued progress towards converting all streetlights to LED. Completed a survey of existing inventory and a feasibility study to determine project financials.
	Improved fuel efficiency through replacement of aged city fleet vehicles according to replacement guidelines and schedule.

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

COMMUNITY DEVELOPMENT	Conducted an internal audit of the City's planning fees schedule resulting in a dozen fees being created, modified or eliminated.
POLICE	Awarded Department of Justice grants for equipment and body armor, National Highway Traffic Safety Administration grants for traffic safety enforcement, Justice Assistance Grant for PPE and Medical Supplies.
PUBLIC WORKS	Water Pollution Control Facility haying operations yielded 540 tons which was sold for a total of \$107,081 to support the disposal of biosolids and disinfected effluent.
	Worked with Energy Trust of Oregon on the South Redmond Water Facility to obtain rebates for energy saving devices such as Variable Frequency Drives and control valves ahead of procurement.
	Used grants and incentives from Pacific Power's Blue Sky program, Energy Trust of Oregon and Community Development Block Grant to provide about \$120K for the installation of a solar panel system on the Senior Center.

D. Establish and adhere to best practice and sound financial policies associated with operating contingencies; fund balances/reserves/debt service ratios; and other metrics .

i. Maintain sufficient fund balance/reserves in the General Operating Funds and enterprise funds to accommodate cyclical cash flow needs as well as a reasonable contingency for unexpected financial liabilities.

CENTRAL SERVICES	Unrestricted fund balance policy adhered to as part of budget process, monitored and reported to City Council on a quarterly basis. The core tenants of the Unrestricted Fund Balance policy are: A 60-day operating contingency for operating funds: the FY 2022/23 budget achieved this guideline.
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	For the General Operating Funds, enough fund balance on July 1st to cover operations until property taxes are collected in November: FY 2022/23 budget achieved this guideline.
COMMUNITY DEVELOPMENT	Worked closely with Central Services staff to monitor contingency funds and building fund reserves. Increased Building Division operating reserves to 27 months.

- ii. Ensure the City can remain healthy during economic downturns.

CENTRAL SERVICES	Refinanced 2012 bonds, which will save overall about \$396,000 (6% of debt service), including about \$236,000 for the Juniper Golf Course. Savings specific to next fiscal year (FY 2022/23) are about \$61,000 Funds that are financially most susceptible to economic downturns are in a good position. Below are estimated fund balances at the end of FY 2021/22: - Airport Unrestricted Fund Balance = \$26.7 million or 26 months of operations + debt service - CDD-Building = \$4.3 million or 24 months of operations - CDD-Planning = \$1.0 million or 22 months of operations A 5-year rolling forecast was completed to inform budget recommendations. New debt analysis (i.e. Redmond Wetlands Complex, Well 9, Terminal Expansion) includes stress test modeling to understand the feasibility to meet debt obligations including analysis of other potential revenue sources to mitigate any degradation of primary resources for debt obligations.
PUBLIC WORKS	Continued the goal of converting short-term contracts to long-term contracts for goods and services that are required for operations. This shift in contract management allows prices to be secured over a longer period of time to better manage budgets and reduce overall contract costs. Additionally, it reduces staff time in procuring goods and contract renewal.

- E. Prioritize municipal services to match community needs and desires with available funding.
- F. Take necessary actions to enhance and maintain the credit rating of the City and its affiliated entities.

CENTRAL SERVICES	No change to credit rating in FY 2021/22.
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- G. Manage financial affairs in a transparent, responsible and consistent manner.

CENTRAL SERVICES	City Council meetings include a quarterly financial review.
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2. EFFECTIVE STEWARDSHIP AND EMPLOYEE INVESTMENT

Cultivate a work environment that acknowledges employees are our most valuable asset.

- A. Foster productivity, learning and growth, and recognize employees are the foundation of success.

CENTRAL SERVICES	Throughout FY21/22, we continued to update policies/procedures related to COVID-19 as laws and information changed; this includes updates to testing requirements, vaccinations, and quarantines.
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- i. Promote an environment that retains and attracts a diverse, highly qualified and motivated workforce by offering training/career development, leadership opportunities and other motivating challenges.

CENTRAL SERVICES	We conducted approximately fifty (50) recruitments; including a new Police Chief, Captain and Lieutenant, City Engineer and Assistant City Engineer, Planning Director, Accounting Manager, and Housing Programs Analyst. The City was very successful this year in recruiting qualified candidates from other local public sector employers in large
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	part because of our ability to turn recruitments into job offers in record low turnaround times.
	As COVID-19 restrictions started to lift, City employees began to participate in in-person trainings and conferences again.
COMMUNITY DEVELOPMENT	Attended Arts Administrators Essentials: Supporting Individual Artists by Arts University, Americans for the Art. Attended Project Planning and Productivity & Focus courses at COCC.
	Supported staff training to obtain certifications; giving opportunities to team members to expand their roles. Specifically: - Permit Technicians, Inspectors and Plans Examiners participated in over 200-hours of continuing education, related to fire and life-safety systems, code administration, building energy conservation, plumbing and mechanical systems. - Inspectors and Plans Examiners took leadership roles with the Central Oregon Chapter of the International Code Council, holding positions and responsibilities as president and secretary. - Building Division staff participated in 60-hours of regularly scheduled statewide and local building code association meetings such as: OBOA, COC-ICC, Statewide Plumbing Chiefs, and local building inspectors. - Building Division staff obtained the following national or state certifications: Permit Technician (ICC) and Commercial A-Level Structural Inspector.
	Maintained membership with Oregon American Planning Association, Oregon City Planning Directors Association, and AICP maintenance credits.
	Attended annual Oregon Heritage Conference.
	Attended Oregon American Planning Association annual conference.
ENGINEERING	Successfully recruited new City Engineer and Assistant City Engineer positions.
POLICE	Began our in-house professional development school for supervisors and administrators.
	Enhanced our employee wellness program with the development of a new health and wellness app that includes resources relating to physical health, mental health, nutrition and sleep. Began using Sigma Tactical Wellness so all employees could participate in a comprehensive health screening to identify indicators of heart disease, heart attacks and stroke.
PUBLIC WORKS	Utilized Operator-in-Training positions to develop skilled workers in the wastewater field.
	Provided a rotating opportunity for Wastewater Operation crew members to gain experience by filling the Operations Coordinator position on a temporary basis.
	Provided a rotating opportunity for Transportation crew members to gain experience by filling the Lead Worker position on a temporary basis.

ii. Maintain positive, productive and collaborative labor relations.

CENTRAL SERVICES	Worked with both bargaining groups (AFSCME and RPOA) to complete multiple challenging personnel actions and specifically with RPOA to improve the City's ability to competitively recruit lateral police officers.
PUBLIC WORKS	Opened lines of communications through quarterly Public Works and Airport Joint Advisory Team meetings. Provided a venue for information sharing, discussion, and resolution of management/employee issues outside of the formal grievance process.

iii. Assure employment contracts are fiscally sustainable.

CENTRAL SERVICES	Engaged in bargaining a three-year successor contract between AFSCME and the City. The negotiation process remains in progress as of June 30, 2022.
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iv. Emphasize succession planning to maintain the long-term health of the organization.

CENTRAL SERVICES	Internal promotions are balanced with the need to attract outside talent to add new and diverse perspectives. Conducted 9 internal recruitment/promotions and 2 from temp/volunteers.
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	Conducted bi-monthly virtual managers meetings which is comprised of supervisors across the organization for training, leadership discussions, and building leadership and management skills.
ENGINEERING	Developed a transition plan for incoming/outgoing City Engineer to ensure continuity in the Department. Began cross-training staff for long-range succession planning.
POLICE	Transitioned into a new leadership team with a new Chief of Police, a new Captain, a new Lieutenant and a new sergeant. Our command team is more diverse with our first African American Captain and our first female lieutenant.

v. Celebrate staff effort and achievement.

CENTRAL SERVICES	Encouragement of “Kudos” during department wide staff meetings. HR initiated a monthly “Comings and Goings” SharePoint update that includes an opportunity for staff to give a “shout out” to other City employees.
POLICE	Held a large celebration to recognize individual achievement (department awards) and formally swear-in all the new hires and promotions (20) since the onset of COVID. A huge success with almost 200 people attending, and a lot of positive comments following the event.
PUBLIC WORKS	Recognized staff career milestones and project achievements using Sharepoint bulletin board entries and posting on a “Recognition Wall.”

vi. Respond to the organizational need to lift the post COVID morale, productivity and working relationships.

CENTRAL SERVICES	In May, brought staff together with the annual employee appreciation BBQ for the first time since COVID, multiple department/division BBQ's, potlucks, and coffee-hours with the purpose of reconnecting employees. Management set valuing employees, improving morale, and celebrating employee accomplishments as priorities to cover in meetings and other employee interactions.
PUBLIC WORKS	Hosted employee appreciation events by division and department wide. Developed opportunities for increased interactions between divisions through training or operations support. Allows staff to spend more time with co-workers and improve working relationships.

B. Maintain a clear strategic direction and policy guidance as a foundation for a creative, innovative and efficient work environment.

i. Support an organizational culture of collaboration, performance, accountability, and teamwork.

CENTRAL SERVICES	Continued use of weekly one-on-ones between managers/employees. Working Agreements are an annual commitment Citywide culture that encourages collaborative and open professional behavior for the betterment of the organization and are introduced to City employees during onboarding by the City Manager.
COMMUNITY DEVELOPMENT	Provided Urban Renewal project tours during employee onboarding to show the nexus of work between departments.
PUBLIC WORKS	Information sharing and coordination between PW divisions accomplished through weekly managers meetings, division team meetings and individual one-on-ones.

ii. Look for opportunities to improve efficiency through appropriate delegation of decision-making authority.

CENTRAL SERVICES	Performance evaluation evaluates supervisors on delegating decisions and empowering staff to take ownership of their work. Employees are encouraged to make appropriate decisions at all levels.
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C. Commit to clear and collaborative lines of communication between City leadership and City Council.

ADMIN/CENT. SERVICES	Held regular monthly briefings between staff and Council members. City Manager sent Council more than 250 emails over the course of the year to keep them apprised of important news of note.
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	Conducted multiple policy level City Council worksessions on initiatives such as HB 2001; transportation and infrastructure needs; and other growth management related issues to give Council the chance to weigh in on decisions which effect Redmond.
ENGINEERING	Facilitated conversations with Council, community members, contractors, subject matter experts, and staff to determine best practices for residential blasting and draft modifications to City Standards and Specifications to reflect the outcome of discussions.

3. CITY INFRASTRUCTURE

Preserve and enhance the City's infrastructure to balance population growth with necessary infrastructure.

- A. Endeavor to adequately maintain the City's roads, utility infrastructure, parks and pedestrian/bicycle infrastructure.

PUBLIC WORKS	Secured a 5-year, \$750K contract with S&B Inc. for continued service and upgrade of the Water Utility's telemetry and communications.
	Completed upgrades of VFD'S and PLC's at Forked Horn Butte Pump Station to bring outdated equipment up to standard and extend life of station.
	Performed 363 residential and 38 commercial inspections for stormwater site compliance.
	Performed 9 industrial pretreatment program inspections at permitted industries.
	Sampled 5 UICs during various rainfall events for stormwater permit compliance.
	Completed 23 grease interceptor inspections at local businesses for fats, oils, and grease (FOG) compliance.
	Completed acquisition of parcel from County for construction of a flood control facility.
	Maintained approximately 187 miles of streets at the target Pavement Condition Index of low 80's with a current rating of 84.
	City staff completed ADA upgrades and repairs to City-owned curbs totaling approximately 34 curb ramps, 2,000 feet of curb/gutter and 1,000 feet of sidewalk.
	Performed surface treatment on pedestrian trails and City-owned parking lots.
	Replaced play equipment and added a new ADA pathway at Umatilla Park.

- B. Maintain a 5-year Capital Improvement Program that drives decisions and is updated annually through a public process.

ENGINEERING	Updated 5-year plan for budget development
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- C. Leverage General Fund revenues by exploring resource development opportunities, grants and other sources of revenue to address City's infrastructure needs.

PUBLIC WORKS	Received around \$377,000 in funding towards street maintenance projects from the Federal Surface Transportation Block Grant (STBG) administered by ODOT.
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- D. Develop the City's infrastructure pursuant to the priorities identified in the City's infrastructure systems plans.

ENGINEERING	Reconstructed NE Hemlock Ave. between Highway 97 and NE 9th St. to industrial collector standards.
	Put the S. Redmond Water Facility into service providing 4 million gallons of additional storage, 3,500 gallons per minute of new supply and 7,600 gallons per minute of booster pumping capacity to serve the south part of Redmond.
PUBLIC WORKS	Awarded final design contract for the expansion of the Wastewater Treatment Plant to accommodate City growth over the next 20 years.
	Continued work with GSI and the Central Oregon Irrigation District (COID) to further develop the City's existing water rights to obtain new certificated rights ahead of growth that will help Redmond develop well into the next 50 years.
	Initiated construction of Quartz Park, a new neighborhood park at the south end of the Dry Canyon.

	Completed construction of a staircase into the Dry Canyon at Maple Avenue. This access point has long been identified as a priority connection point for the City's trail network.
	Awarded a design contract for Well 9 to continue to provide water to meet the growing city's demand as well as provide another level of redundancy.
	Finalized the concept plan and initiated design for infrastructure improvements within the Central Dry Canyon Parks Series.
	Worked with Hayden Homes on design and construction of Spruce Park and Varnish Park located in NW Redmond.

- E. Look for opportunities to fund elements of the ADA Transition Plan over the long term. Ensure implementation is facilitated in cooperation and with input from the mobility community and the general public.

COMMUNITY DEVELOPMENT	Jointly coordinated with Engineering investing Urban Renewal resources from the Alternative Mobility Fund to assist in addressing gaps in the sidewalk network downtown to comply with the A.D.A. transition plan.
ENGINEERING	Completed sidewalk connection on the south side of Highway 126 between SW 35th St. and SW 27th St. including updated ADA ramps at all intersections.
PUBLIC WORKS	Completed the design of ADA improvements at Sam Johnson Park with construction anticipated for fiscal year 22/23.
	Completed access improvements to the play equipment at Umatilla Park.
	City staff completed ADA improvements to 34 curb ramps.

- F. Seek solutions and financing strategies to improve sidewalk connectedness, particularly in older, established neighborhoods that lack sidewalk infrastructure.

ENGINEERING	Designed sidewalk connections on SW 13th and SW 14th Streets between SW Highland Ave. and SW Kalama Ave.
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4. **ECONOMIC DEVELOPMENT**

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

- A. Support local businesses and individuals through state and federally allocated COVID CARES resources to assist in the economic recovery of the pandemic.

COMMUNITY DEVELOPMENT	Continued to deploy the 'Redmond Rallies Team' to respond to help the community through the COVID-19 pandemic by distributing more than 154,000 units of masks, hand-sanitizer, and gloves to help local small businesses and their staff be safe.
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- B. Help existing businesses within the city thrive and foster opportunities for new business and job growth.

COMMUNITY DEVELOPMENT	Processed 1,938 business licenses/renewals, of which approximately 200 required contact with the Code Enforcement Division for additional follow-up.
	Building Division Permitting: - Processed 2,699 total permits, including 354 single family dwellings, 171 multi-family dwelling units, and 27 commercial buildings with a total valuation of more than \$180 million. - Conducted and completed approximately 14, 500 building inspections. - Analyzed the impacts from House Bill 2306 and changed public improvement acceptance and building permit intake accordingly. - Amended Chapter 9 of the City Code to adjust for recent changes made by State Building Codes Division to enable the City to continue to effectively administer its building codes programs.
	Land Use Applications: Intake of approximately 300 land use applications for review and approval. Of these, 5 were for subdivisions, and 32 site plan reviews for commercial and industrial development.

	Planning Division responded to approximately 50 inquiries a week (10/day) from community and customers regarding: land use regulations, zoning, application processes and applicable standards.
	Created new M-1.5 general industrial zone to create opportunities for storage.

- i. Promote the connection between the business community and the related services provided by Central Oregon Community College's (COCC) Technology Education Center, Redmond Economic Development, Inc. (REDI), Redmond Chamber of Commerce, and State agencies.
- ii. Work with REDI, EDCO, and other partners to facilitate new traded sector business development in Redmond.

COMMUNITY DEVELOPMENT	Served as the project lead to advised Central Oregon Intergovernmental Council and consultant on the land use requirements and approvals required for the Central Oregon Ready / Responsive / Resilient (CORE3).
PUBLIC WORKS	Regular communication with REDI regarding the ability of the Water and Wastewater infrastructure to support new development now and in the future.
	Provided various utility-based incentives for approved Enterprise Zone applicants.

C. Maintain Redmond's reputation as "the place to do business in Central Oregon".

- i. Provide incentive programs that are regionally and nationally competitive and targeted towards businesses that create family-wage jobs.
- ii. Ensure an adequate supply of planned commercial and industrial land.
- iii. Provide well planned, maintained, high quality infrastructure that create competitive advantages for business and community growth.

PUBLIC WORKS	Evaluated new and expanding businesses regarding utility capacity and applicable environmental requirements. Provided pertinent outreach as appropriate.
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- iv. Make efforts to offset infrastructure costs with state and federal resources.

AIRPORT	Submitted application for more than \$100M in further Federal Grant funding for the Terminal expansion project.
COMMUNITY DEVELOPMENT	In partnership with the Oregon Department of Transportation, Urban Renewal staff co-authored a \$52 million federal transportation grant request to rebuild South Highway 97 from Veterans Way to Yew Avenue. The goal is to bring together \$110 million in resources for the project.

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

- i. Take the necessary steps to increase water and sewer service to strategic lands that are currently unserved or underserved.

ENGINEERING	Completed SW 6th Street south of SW Reindeer with funding from the Immediate Opportunity Fund and adjacent properties owners to facilitate industrial development.
PUBLIC WORKS	Commissioned into service the South Redmond Water Facility which is comprised of a 1000' well, a 10,000 GPM booster pump station, and a 4-million-gallon storage reservoir. This project will address increased development in the south part of town to include the recently annexed Large Lot Industrial area.

- ii. Increase access to Large Lot Industrial lands by examining opportunities to connect 19th Street to Hwy. 97 access points south towards Quarry Road.

E. Support the expansion of educational opportunities.

- i. Strengthen the City's relationship with the Redmond School District, the Redmond Proficiency Academy, COCC, and other educational institutions.

PUBLIC WORKS	Water Division continued partnership with GSI to bring water conservation education to elementary school students in the Redmond School District and provided information for the public on how to conserve water in residences through pamphlets, mailers and the City website.
	Wastewater Division engaged with the school district to explore educational opportunities with the Redmond Wetlands Complex.
	Parks Division partners with the School District's Facilities team on planning and coordinating future initiatives and projects specific to addressing growth and facility deficiencies.

- ii. Support the expansion, relocation and/or creation of new institutions of higher education into the Central Oregon region.
- iii. Look for opportunities to get City departments involved in internship programs through REDI and the Better Together initiative.

5. **REDMOND AIRPORT / ROBERTS FIELD**

Establish Redmond Municipal Airport as the best airport of its size in the country.

A. Maintain safety and security as the number one priority for the airport.

AIRPORT	Successfully managed 1000+ badges, including the processing of over 120 contractors for the Taxiway Foxtrot construction project and 40 new Redmond Firefighters. Also implemented a real-time criminal activity monitoring program for more than 350 Secured and Sterile Badge holders.
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B. Promote business activities on airport lands located inside the fence line.

- i. Attract aviation related businesses to airport property within the fence line.

AIRPORT	Negotiated and oversaw the construction of two large private aircraft hangars (\$15M) on the airfield. The new Fixed Based Operator Hangar/Office makes RDM the premier destination for private aircraft owners in Oregon.
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- ii. Apply leasing strategies that are flexible and attractive to tenants yet comply with FAA and TSA requirements.

AIRPORT	Implemented the Leasing Policy that has already produced more than \$300K in revenue through the new Reversion Deferral Fee.
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- iii. Aggressively pursue physical improvements to airport facilities, increase amenities and enhance the customer experience.

AIRPORT	Completed the Terminal Area Plan pre-design for the new terminal expansion. Selected, awarded, and negotiated a full design contract for the Terminal Expansion (\$13M).
	Successfully obtained \$34M in FAA funding over the next five years for the Terminal project. We also applied for more than \$100M in further Federal Grant funding for the Terminal expansion project.

- iv. Pursue State, FAA, and other funding for development, expansion and preservation of the airport's physical facilities.

AIRPORT	Designed, planned, and reconstructed Taxiway Foxtrot (\$8M), the primary parallel taxiway to the main runway. Improved airfield lighting, electrical, and updated signage with new regulators and control systems.
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C. Maximize the development potential of airport lands located outside the fence line.

- i. Create and implement standardized leases for current and future leased properties.
- ii. Ensure long-term relationships with property developers contain enforceable benchmarks and performance measures.

AIRPORT	Fully executed a new ground lease for a Hotel on Airport property (Estimated project cost: \$30M).
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- iii. Examine existing plans to determine viability of bringing water, sewer, and other necessary utilities, to undeveloped and unserved airport lands.

AIRPORT	Designed multiple Stormwater drain projects throughout the Airport to enhance underserved utilities requirements within the fence.
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- iv. Identify opportunities, in collaboration with the FAA, to incentivize and accelerate outside the fence land development.
- v. Work with REDI to determine the market for industrial parcels on Old Juniper Golf Course and other lands.

D. Provide exceptional air service opportunities.

AIRPORT	Converted to a completely hands-free system and continued our enhanced COVID response disinfecting program which included, 4x daily disinfecting, installing more hand sanitizers, distributing 65,000 disposable masks, and installing a UV light system in our air handling process.
CENTRAL SERVICES	Proactively managed Airlines' Cost per Enplanement (CPE) as part of the budget process. CPE at the Airport remains below \$7 which is competitive with the CPE of airports in the NW region. A recent survey of 17 airports in Oregon and Washington showed an average CPE of \$6.37, with the 4 closest in size averaging \$7.37.

- i. Actively work with the Central Oregon Air Service Team (COAST) to market the airport and the region to attract new commercial air carriers, and new and expanded routes.

AIRPORT	Participated in more than 10 conferences/meetings with airlines to promote and attract new airlines
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- ii. Encourage regional cooperation to create a sustainable air service development funding strategy that could provide necessary incentives to attract additional commercial air carrier service.

AIRPORT	Successfully awarded a Department of Transportation grant for \$800K while partnering with COAST to provide another \$400K in enhanced incentive (\$1.2M total).
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- iii. Market the airport as an asset to commercial aviation businesses other than passenger carriers.
- iv. Use the Airport terminal and other opportunities to promote City amenities and attractions.

6. COMMUNITY ENHANCEMENT AND PARTICIPATION

Create an image and identity that generates community pride and ensures a high level of livability.

COMMUNITY DEVELOPMENT	Issued 16 special event permits.
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A. Improve and beautify City assets through volunteer efforts.

COMMUNITY DEVELOPMENT	Coordinated with 8 local students and RCAPP members to paint 2 electrical boxes. Monitored the Graffiti Art Tunnel under Highland; open to paint by all.
PUBLIC WORKS	Coordinated with RCAPP for installation of artwork in City rights-of-way and parks. Coordinated efforts with over 100 volunteers from Heart of Oregon, Arbor Culture, Neighborhood Groups, and AmeriCorps to conduct fire prevention duties within the North Dry Canyon Park. Partnered with various civic groups, event holders, and individuals to host 12 park and trail clean-up activities focused on sustaining preservation and beautification.

B. Improve the quality and amenities of Redmond neighborhoods.

COMMUNITY DEVELOPMENT	Installed the first mural in Redmond "Redmond Postcard" on 6 th St and Evergreen.
	Art Around the Clock installed 14 new "on loan" art sculptures throughout Redmond.
	Administered the CDBG funds, projects, and deliverables. Successfully: - staffed the Housing and Community Development Committee (HCDC) to evaluate proposals in awarding CDBG and CDBG-CV funds. - prepared and presented CDBG programmatic overview and intro to approximately 10 local non-profits. - conducted CDBG subrecipient training to four non-profits. - deployed CDBG program year 2021 funds, in the amount of \$521,005 to four projects: - Senior Center to expand the Meals on Wheels program. - THRIVE Central Oregon for referral and case management services. - Senior Center for installation of solar panels. - City ADA upgrades to Hope Playground at Sam Johnson Park and other public facility improvements. - deployed and provided oversight to CDBG-COVID funding in the amount of \$346,930 to three projects: - THRIVE Central Oregon for referral and case management services, and rent/mortgage utility assistance - Redmond Senior Center to expand the Meals on Wheels program, and provide a licensed clinical social worker to work with seniors in need - Shepherd's House for homeless shelter services (including a nurse, staff, & PPE supplies). - adopted amendments to the CDBG Annual Action Plan; and - updated the Consolidated Annual Performance and Evaluation Report (CAPER) as required by US Department of Housing and Urban Development. - acquired new software ('Zoom') to better manage all HUD CDBG applications and subrecipient agreements.
	Served in the capacity of a housing liaison which successfully: - participated in eight Redmond Service Providers (RSP) meetings to address homeless or transitional shelter initiatives. - participated in federally mandated Point In Time (PIT) homeless count in conjunction with the Central Oregon Homeless Leadership Coalition. - provided feedback and information on housing studies specific to Redmond (e.g., League of Women's Voters and Jericho Road consultant). - organized 5 meetings with the 17th Street Businesses and service providers (17th St. Partners) to work toward short-term and long-term solutions for homelessness within the vicinity of 17th street.

	created, in conjunction with Urban Renewal, downtown housing sub-committee; conducted land to building value analysis identifying over 30 blighted properties for potential housing redevelopment.
	Initiated 1188 code enforcement cases and resolved 99% with voluntary compliance.
	Code enforcement coordinated and assisted the CDD Programs Coordinator with compliance on over 100 business licenses.
	Code Enforcement coordinated with the Community Safety Officers to address abandoned cars and establish better protocols.
	Updated the Development Code (City Code Chapter 8) to comply with State mandated HB 2001 (middle housing requirements) and subsequent tangential provisions. Development and adoption involved five work sessions, two joint work sessions and two public hearings resulting in 82 pages of the Development Code being amended.
PUBLIC WORKS	Worked with Hayden Homes on design and construction of Spruce Park and Varnish Park located in NW Redmond.

C. Invest in the use of public participation and community engagement in public policy decisions.

- i. Use innovative approaches to public outreach and effective public participation to all members of the community.

COMMUNITY DEVELOPMENT	Participated in six monthly meetings with the Central Oregon Builders Association to discuss permit activities, opportunities for improvement, coordination and specific projects.
	Created customer service survey via to invite feedback and suggestions to assess CDD customer service.
POLICE	Several department members have participated in community meetings related to traffic safety, houselessness, domestic violence, child abuse, and mental health issues.
PUBLIC WORKS	Conducted extensive public outreach and engagement related to the Redmond Wetlands Complex.
	Completed public engagement including stakeholder discussions, an online informational video, and online survey to inform the final concept plan for Central Dry Canyon Infrastructure Plan.

- ii. Recognize and celebrate the work of the volunteers who serve on City committees and commissions.

COMMUNITY DEVELOPMENT	Provided annual tour of projects for the Downtown Urban Renewal Advisory Committee (DURAC) members. Staff engaged DURAC thoroughly in the project development process through the work of several subcommittees.
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- iii. Celebrate the diversity of our community through Committees and Commissions.

COMMUNITY DEVELOPMENT	Developed DURAC membership consisting of five women and four men with a variety of interests to aid in project analysis and diligence. Committee members have a diverse set of expertise including: tourism, the arts, real estate, small business consulting, public service, finance, and marketing.
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- iv. Increase knowledge and awareness of citywide diversity, equity and inclusion and determine if City Council should take additional steps to advance a DEI initiative.

POLICE	PD Command Staff participated in multiple events with The Father's Group during February/Black History Month. PD also had a booth, along with other City departments, during the Latino Community Association street fair in spring 2022.
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D. In partnership with the Chamber and service organizations, plan for a community celebration when public health metrics dictate it is safe to do so.

E. Beautify and improve the major transportation corridors within the city.

PUBLIC WORKS	Coordinated with Community Development in the installation of artwork and management of the hanging flower baskets and banners.
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F. Plan, promote and develop bicycle and pedestrian facilities.

ENGINEERING	With input from the Bicycle and Pedestrian Advisory Committee, designed Quiet Streets improvements on NW Dogwood Avenue and NW Quince Avenue to provide connections between the Homestead Canal and Dry Canyon Trails.
PUBLIC WORKS	Completed preliminary planning efforts and commenced design of Phase I of the Central Dry Canyon Infrastructure Plan with construction anticipated to begin in fiscal year 22/23.

G. Strive for an interconnected parks and open spaces.

PUBLIC WORKS	Started construction of a new Neighborhood Park at Quartz Avenue to serve the surrounding area and improve the entrance and usability of the Dry Canyon.
	Completed construction of a new staircase at the Maple Avenue bridge.
	Completed Umatilla Park playground replacement and ADA renovations
	Worked with Hayden Homes on design and construction of Spruce Park and Varnish Park located in NW Redmond.

- i. Collaborate with community partners to ensure Redmond residents have access to parks and open space amenities.

PUBLIC WORKS	Designed Sharrows to be installed in August 2022 at the Dry Canyon Trail to encourage users to share the trail and safely walk, bike, and stroll throughout the City.
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- ii. Incorporate Community Gardens into the development concepts for Skyline Village.

H. Initiate a “Be Neighborly” campaign to raise community awareness about behaviors which diminish the quality of life of others such as, dogs off leash, speeding, ignoring pedestrians at crosswalks, etc.

7. **COMPREHENSIVE PLANNING**

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

A. Promote quality development.

COMMUNITY DEVELOPMENT	Organized and facilitated 19 Planning Commission meetings and 10 Historic Landmarks Committee meetings.
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- i. Use the City Code and other tools, to incorporate the Great Neighborhood Principles for both new and infill development.

COMMUNITY DEVELOPMENT	Collaborated with the Deschutes Public Library design team and process for development of the new library.
	Historic Resources Best Practices Manual was created. 90 of 290 previously designated as ‘undetermined’ properties were re-surveyed and assigned historic designations. McCaffery House listed on Redmond’s Sites of Historical Interest list. 40 historic preservation street light banners created and hung during historic preservation month. Awarded \$9,900 Certified Local Government grant to fund historic preservation initiatives and activities in 2022 and 2023.

- ii. Review and drive livability goals for design requirements in residential and commercial development in Redmond.

COMMUNITY DEVELOPMENT	Through the National Park System Certified Local Government Grant (administered by Oregon State Historic Preservation Office), completed the “Historic Residential
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	Resources of Redmond” National Register Multiple Property Documentation Form (MPDF). A useful tool for the landmarks commission in assessing and commenting on projects involving residences. Submitted the MPDF to the Oregon State Historic Preservation Office (SHPO) for review and approval Listed the Swanson house (327 NW Canyon Drive) on the National Register of Historic Places.
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B. Support orderly annexation from Urban Growth Boundary.

COMMUNITY DEVELOPMENT	Adopted Ordinance 2022-03; An ordinance approving a tentative subdivision, modification to the highway area plan, and an amendment to the 2040 Greater Redmond Area Comprehensive Plan and Zone Map. Prepared 2 draft annexation agreements.
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C. Work with partners on Emergency Management and Preparedness.

POLICE	Began working with Deschutes County Office of Emergency Management to update and rewrite the PD's Emergency Ops Plan (EOP).
PUBLIC WORKS	Continued partnership with Oregon Water/Wastewater Agency Response Network (ORWARN) for potential support during emergencies.
	Regular attendance at County-wide Emergency Management Planning Committee (EMPC) Meetings.
	Coordinated with Deschutes County Emergency Management to update the City's Emergency Operations Plan.

- i. Coordinate emergency planning and preparedness exercises that require mobilization of facilities such as the Redmond Airport.

COMMUNITY DEVELOPMENT	Adopted update to Multi-jurisdictional Natural Hazard Mitigation Plan.
PUBLIC WORKS	Completed a tabletop exercise simulating a nearby wildfire to familiarize staff with incident command organization and operations.

- ii. Participate in Cascadia related emergency planning and preparedness.

D. Identify housing objectives, policies, and implementation strategies to diversify the range of housing choices.

- i. Assess the need for lower income housing units throughout the community and propose tools to City Council to address these needs.

COMMUNITY DEVELOPMENT	Engaged the DURAC Housing Subcommittee to develop a Downtown Housing Action Plan, with the purpose of identifying ten opportunity sites for housing redevelopment projects. Initiated process of acquiring one of the identified properties in the Housing Action Plan to incentivize private housing development on the parcel. Modified the Urban Renewal System Development Charges Buydown Program to provide expanded incentives for middle and low-income housing.
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- a. Use metrics to report progress annually.

- ii. Work with Deschutes County and appropriate neighboring communities to reduce homelessness and participate in community conversations to advance this topic.

COMMUNITY DEVELOPMENT	Amended Chapter 5 of the City Code to establish Safe Parking & Vehicle Camping guidelines. Worked with community partners to help them establish, permit and manage safe parking program.
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	City Council allocated \$50,000 in ARPA resources to the Safe Parking program.
	City Council approved an IGA with Deschutes County and all other cities in Deschutes to be a part of the Joint Office on Homelessness Pilot Project. Designated the Mayor and a staff member to participate in the initiative.
POLICE	Staff has participated on multiple committees throughout Redmond and Deschutes County focused on homelessness and RV parking. Assisted with Safe Parking program (managed by Mountain View Fellowship Church) and helping them secure funding an additional \$200,000 from Deschutes County.

E. Pursue opportunities and work with Cascades East Transit to develop and promote public transit.

COMMUNITY DEVELOPMENT	Partnered with CET to assist with planning of bus routes and a downtown stop location.
ENGINEERING	Worked with Cascades East Transit to locate and design five new bus stops for flex route service.

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.

A. Participate in and support the work of the Central Oregon Cities Organization (COCO) and League of Oregon Cities (LOC).

ADMIN/COUNCIL	Staff and the Mayor regularly participated in monthly meetings of COCO and key LOC briefings on various policy issues.
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B. Maintain Redmond's positive working relationship with regional, national and statewide entities and governments.

ADMIN/COUNCIL	City elected officials have important appointments to state and national entities which put Redmond in a position to strategically seek resources and shape policy.
COMMUNITY DEVELOPMENT	Presented overview of homelessness and related Redmond conditions and strategies to the Homeless Leadership Coalition.
	Participated in a Habitat for Humanity Board meeting to provide an overview of City affordable housing initiatives.
	Keynote speaker/presenter and City staff liaison for regional wide homelessness meeting.
	Six Community Development Department staff participated in a Housing Works sponsored mobile workshop and tour of new multifamily affordable housing projects.
	Served on the Housing Works Board of Directors.
	Attended four Redmond Housing and Service Providers (RHSP) meetings as City Liaison.
	Building Division staff participated in six Central Oregon Building Official meetings for regional consistency of enforcing State codes with neighboring communities.
	Historic Landmarks Commission and staff presented to group of realtors regarding Redmond's historic preservation program and code.
	Presented to group of realtors regarding growth trends, development code updates, and urban renewal projects.
PUBLIC WORKS	Provided Underground Injection Control permitting documents, templates, and recommendations to the City of Madras to assist with their pending application for a DEQ permit.
	Provided Pretreatment Program implementation manual & guidance documents, templates, ordinances and recommendations to the City of Prineville to assist with their DEQ Permit requirements to implement an approved Pretreatment Program.

	Provided recommendations on methods and equipment for wastewater flow monitoring in the City of Sisters.
	Liaised with the City of Prineville regarding RFP and contract documents for land leases and groundwater monitoring well maintenance.

- i. Support countywide recreation initiatives through partnerships with the Redmond Area Park and Recreation District.

PUBLIC WORKS	The Parks Division provides an active presence at all RAPRD board meetings, stakeholder engagement activities, and event planning to advise and align City projects and procedures.
	Provide recommendations on concept design of a new regional recreation swim center and City policy and procedure for development.
	Participated in the Regional Resource Recovery Study. The study is evaluating long term and sustainable solutions for hauled wastes in the region.

- ii. Examine opportunities to create connections between Fairground activities/uses and Redmond.
- iii. Strategically promote the placement and appointment of Redmond representatives to committees that have state and regional significance.

COMMUNITY DEVELOPMENT	Served on the Oregon Community Foundation Leadership Council to aid in bringing statewide awareness and funding to address community issues affecting Redmond.
POLICE	Working with members of the CORE3 project for a regional emergency training center to be built in Redmond. PD Chief is now the voting member for Redmond on this project.
PUBLIC WORKS	Active memberships to various regional professional groups such as Oregon Association of Clean Water Agencies, Pacific Northwest Clean Water Association, South Central Operators Section (Wastewater), American Water Works Association, the Deschutes Basin Water Collaborative, and Oregon Water Utilities.

- iv. Strategically promote Redmond priorities and initiatives to appointed and elected state officials and statewide committees.

PUBLIC WORKS	Worked with congressional staffs to inform and seek support as needed for major infrastructure projects such as the Redmond Wetlands Complex and Well 9. Provided Redmond Wetlands Complex project presentations to Senators Merkley and Wyden's staff and Congressman Bentz staff.
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- v. Maintain Council liaison assignments and advocacy on the Central Oregon Area Commission on Transportation; the Central Oregon Council on Aging; the Central Oregon Intergovernmental Council; the Deschutes County Fair Board and Fair Association; Deschutes Water Alliance; Economic Development for Central Oregon; Greater Redmond Historic Society; Housing Works; Local Officials Advisory Committee; Local Public Safety Coordinating Council; NeighborImpact; Oregon Mayors Association; Redmond Area Park and Recreation District; Redmond Chamber of Commerce; Redmond Economic Development, Inc.; and the Redmond School District Board.

ADMIN/COUNCIL	Collectively, the City Council members have important appointments and participation in multiple local, state and national organizations which puts Redmond in a position to strategically seek resources and shape policy.
COMMUNITY DEVELOPMENT	Provided orientation for 3 new Planning Commissioners.
PUBLIC WORKS	Provided staff support to the Parks Committee and Golf Committee.

- C. Participate in the activities and groups that are addressing water related issues affecting the Deschutes River Basin.

PUBLIC WORKS	The Wastewater Division, in cooperation with the City of Prineville Wastewater Division, is supporting a sampling arrangement to facilitate testing of wastewater throughout the
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	treatment process. The purpose of this sampling is to quantify the effectiveness of a lagoon/treatment wetlands facility in protecting groundwater resources.
	Member of Central Oregon Cities Organization Water sub-group.
	Membership and active involvement with the Pacific Northwest Clean Water Association, the Deschutes Basin Water Collaborative and the Oregon Association of Clean Water Agencies to ensure pollution prevention and groundwater control.

- D. Provide leadership and participation on efforts to pursue funding opportunities to implement the Council adopted US 97 Corridor Improvement Plan.

9. URBAN RENEWAL

CENTRAL SERVICES	Financial dashboard presented to the Downtown Urban Renewal Advisory Committee (DURAC) on a semi-annual basis. A \$10 million bond was included in FY 2022/23 budget; fund balance and project cash flow monitored to appropriately time the bond financing.
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Deploy resources to encourage investment and advance the goals of the City's urban renewal areas.

- A. Advance objectives of the Downtown Urban Renewal Plan to maintain the vitality of the downtown core; provide sufficient parking; make productive use of land; create opportunities for new development; relieve traffic problems and improve pedestrian safety; and provide new public amenities and open spaces

COMMUNITY DEVELOPMENT	Pursued close to 40 business leads resulting in seven of them opening businesses in downtown; 88% of commercial retail and restaurant spaces in downtown are leased and active with business.
	Partnered on 30 projects funding \$561,000 in grants and loans. The funding helped to leverage over \$9.4M in downtown property improvements.
	Developed the second downtown public parking lot at 4th Street and Evergreen Avenue. The lot provides an additional 36 downtown parking spaces centered at the entrance to downtown and adjacent to new development projects.

- B. Advance objectives in the South Highway 97 Urban Renewal Plan including creation of an urban renewal advisory committee, staffing, and pursuit of leverage opportunities for projects and programs.

COMMUNITY DEVELOPMENT	Worked with the Department of State Lands to assess buyer and project proposed for the first 200 acres of large lot industrial lands.
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- C. Invest in infrastructure projects that leverages job creation and private investment and advance public objectives.
- D. Pursue catalytic projects through programs that leverage private investment, job growth, accelerate the growth of the tax base.

COMMUNITY DEVELOPMENT	Formed the DURAC Family Fun Subcommittee to pursue a family activity center/recreation center project in downtown.
	Engaged the services of a consultant to analyze and evaluate the entertainment and recreation facility opportunities for downtown Redmond and develop a Market Analysis Report that can be utilized to pursue potential projects.

- E. Proactively encourage absentee landlords to invest in their properties and increase the value of their buildings.

COMMUNITY DEVELOPMENT	Encouraged and worked with getting three key long vacant downtown properties with out of area owners revitalized and active with new businesses.
	Amended Chapter 7 of City Code to clarify use of properties as short term rentals and standards within the Downtown Overlay District.



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: July 19, 2022
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Jessica MacClanahan, City Engineer
SUBJECT: Resolution #2022-22: A resolution of the City of Redmond, Oregon, establishing the NW 10th Street Reimbursement District.

Addresses Council Goal:

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

Report in Brief:

This item requests City Council consider the formation of the NW 10th Street Reimbursement District. The District runs along NW 10th Street from NW Upas Avenue to the COID irrigation canal to the north of NW Walnut Avenue.

Background:

Encore Cinder Butte, LLC constructed street, water, and sewer line improvements in NW 10th Street to serve the Cinderbutte Village Subdivision. These improvements have the potential to serve three properties along NW 10th Street when they develop. Encore, Cinderbutte, LLC would like to be able to recover a portion of the infrastructure costs. Encore Cinderbutte, LLC. submitted the reimbursement district request within 90 days after project acceptance and provided construction cost information as well as a proposed split of the improvement costs. The Engineering Department reviewed the information provided and completed an Engineer's Report, included for reference.

Discussion:

The attached Engineer's Report details the costs associated with street, water, and sewer line construction, identifies the properties that benefit from these improvements and distributes the costs among the benefited property owners.

A reimbursement agreement is also attached along with legal descriptions of the properties proposed to be included in the reimbursement district. The total amount that can be recouped by Encore Cinderbutte, LLC is \$207,983.80 for properties on NW 10th Street. If approved, the reimbursement district will remain in place for 10 years unless extended in accordance with City Code or until it has been paid in full.

Fees totaling \$1,123 will be charged to the applicant for this reimbursement district to cover administrative costs.

Fiscal Impact:

None

Alternative Courses of Action:

Conduct the Public Hearing and, as appropriate:

1. Approve Resolution 2022-22.
2. Modify and Approve Resolution 2022-22.
3. Do not approve the Reimbursement Agreement.

Recommendation / Suggested Motion:

I move to Approve Resolution 2022-22 and authorize the City Manager to execute the attached Reimbursement

Agreement establishing the NW 10th Street Reimbursement District.

**NOTICE OF PUBLIC HEARING
ON THE FORMATION OF A REIMBURSEMENT DISTRICT
FOR STREET, WATER, AND SEWER LINE IMPROVEMENTS
IN NW 10th STREET IN REDMOND, OREGON**

On August 19, 2022, at 6:00 p.m. in the Council Chambers, 411 SW 9th Street, Redmond, Oregon, a public hearing will be held before the Redmond City Council. It is an opportunity for the owners of the property who are or may be monetarily affected by the formation of the reimbursement district, in the area hereinafter set forth, to appear and comment on the question of whether or not the City of Redmond should form a reimbursement district to finance street and water line improvements in NW 10th Street. The impacted parcels are described as follows:

Tax Lot 141333C000300 That parcel of land is described in Deschutes County Records Recording Instrument 2017-020583.

Tax Lot 141333C000400 That parcel of land is described in Deschutes County Records Recording Instrument 2022-011390.

Tax Lot 141333C000500 That parcel of land is described in Deschutes County Records Recording Instrument 2021-61285.

The total amount to be reimbursed is \$207,983.80 for properties on NW 10th Street, 100% of which will be paid by benefited property owner assessments.

Property owners may also submit written testimony prior to the hearing date. Information with respect to the reimbursement district may be obtained at City Hall, 411 SW 9th Street, Redmond, Oregon.

The City does not discriminate on the basis of disability status in the admission or access to, or treatment, or employment in its programs or activities. Anyone needing accommodation to participate in the meeting must notify the ADA Coordinator as soon as possible, but a least three (3) business days prior to the scheduled meeting at 541-504-3036, access@redmondoregon.gov or through the Telecommunications Relay Service (TRS) which enables people who have difficulty hearing or speaking in the telephone to communicate to standard voice telephone users. If anyone needs Telecommunications Device for the Deaf (TDD) or Speech To Speech (STS) assistance, please use one of the following TRS numbers: 1-800-735-2900 (voice or text), 1-877-735-7525 (STS English) or 1-800-735-3896 (STS Spanish).

Kelly Morse, City Recorder

PUBLISH: Bend Bulletin

Friday, July 8, 2022

After recording return to:
City of Redmond
411 SW 9th Street
Redmond, OR 97756

**CITY OF REDMOND
RESOLUTION NO. 2022-22**

A RESOLUTION OF THE CITY OF REDMOND, OREGON, ESTABLISHING THE NW 10th STREET REIMBURSEMENT DISTRICT.

WHEREAS, Redmond City Code Sections 4.600 to 4.665 provide for the establishment of a reimbursement district after notice of the proposed district formation has been given to the affected property owners and an informational public hearing has been held; and

WHEREAS, pursuant to Section 4.605 of the Redmond City Code the applicant, Encore, Cinder Butte LLC, has made application for the formation of a reimbursement district associated with street, and water line and sewer improvements on NW 10th Street in Redmond, Oregon; and

WHEREAS, pursuant to Section 4.610 of the Redmond City Code the City Engineer prepared a report on the proposed reimbursement district for the City Council; and

WHEREAS, pursuant to Section 4.625 of the Redmond City Code, the City Recorder has provided notice to the applicant and to all owners of property within the proposed district; and

WHEREAS, pursuant to Section 4.620, the City Council conducted an informational public hearing to consider testimony and evidence regarding the application for the proposed reimbursement district; and

WHEREAS, pursuant to Section 4.630 of the Redmond City Code, the City Council's decision concerning the application to form a reimbursement district shall be embodied in a Resolution; and

WHEREAS, pursuant to Section 4.640 of the Redmond City Code, this resolution should be recorded; and

WHEREAS, Section 4.640 of the Redmond City Code also provides that failure to record the Resolution does not invalidate the Reimbursement District or affect the requirement of affected properties to pay the reimbursement fee; and

WHEREAS, the City will be providing two actual mailed written notices to affected property owners pursuant to the Redmond City Code, Sections 4.625 and 4.635; and

WHEREAS, based on these notices, the City Council is satisfied that affected property owners will receive notification of the proceedings relating to this Reimbursement District.

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

Section 1. The report of the Redmond City Engineer, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved, and the methodology for spreading the cost of the street, sewer, and water line improvements described in the report is adopted.

Section 2. The NW 10th Street Reimbursement District is hereby established. Payment of the reimbursement fee, as described for each parcel in the reimbursement district, is a precondition to use or increase in use of the improvement as described in Section 4 of the Reimbursement Agreement, Exhibit B. The total amount which could be reimbursed to the applicant pursuant to the Reimbursement District is \$207,983.80 for properties on NW 10th Street less administrative costs as authorized by the Redmond City Code.

Section 3. The City Manager is directed to enter into an agreement with the applicant on behalf of the City, in substantially the form attached hereto as Exhibit B, or as may be otherwise negotiated pursuant to Redmond City Code Section 4.630. The applicant will pay to the City its actual cost of administration of the agreement as established in the City Engineer's report.

Section 4. The applicant's right to reimbursement shall end ten years from the effective date of this resolution unless extended in accordance with City Code.

PASSED by the Redmond City Council and **APPROVED** by the Mayor this 19th day of July 2022.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

State of Oregon

County of Deschutes

This instrument was acknowledged before me this 19th day of July 2022, by George Endicott, Mayor.

Notary Public
My commission expires _____

EXHIBIT A

ENGINEER'S REPORT NW 10th STREET REIMBURSEMENT DISTRICT

Prepared by: Jessica MacClanahan, P.E. City Engineer

Date: July 6, 2022

Encore Cinder Butte LLC, developer of the Cinder Butte Village subdivision in Northwest Redmond has made an application to enter into an agreement with the City for the establishment of a Reimbursement District associated with street, sewer, and water improvements in NW 10th Street between NW Upas Avenue and COID Irrigation crossing north of NW Walnut Avenue. (see Figure 1 for vicinity map and Figure 2 for constructed improvements). Upon future development or redevelopment of adjacent properties, the Applicant desires to recoup the improvement costs. According to Ordinance No. 98-36 and City Code 4.610, the objective of this report is to make a recommendation to Council as to the merit of establishing a Reimbursement District.

The City Engineer has evaluated the application and has determined that the improvements constructed by Encore, Cinder Butte LLC, will likely benefit adjacent properties when they are developed. Therefore, the Applicant may be entitled to recoup the improvement costs.

City Code 4.610 requires the following specific information:

1. Whether the Applicant will finance or has constructed some or all of the public improvement(s) and whether those improvements are available to serve property other than property owned by the applicant;

The Applicant has financed and constructed water, sewer, and street improvements that are available to serve property other than that owned by the Applicant (see Figure 2).

2. The area to be included within the reimbursement district;

The reimbursement district includes three properties, with frontage on NW 10th Street (see Figure 1).

The properties within the Reimbursement District are listed below in Table 1. The owner's name and tax lot number are based on the latest Deschutes County Assessor information and may not be the actual or current owner. Legal descriptions of the properties are attached in Exhibit C.

Table 1: Property Owners

Tax Lot	Developer/Owner
141333C000300	Canyon Trail LLC 62958 NE Layton Ave. #5 Bend, OR 97701
141333C000400	Danielle Castagner & Eric Jason 3415 NW 10 th Street Redmond, OR 97756
141333C000500	Junegrass LLC PO Box 306 Redmond, OR 97756

3. The actual or estimated cost of the public improvements;

All construction quantities and costs were taken from the Shamrock Northwest Construction Cost for Cinder Butte Village Phase 2. Details are included in Table 2.

4. Methodology for spreading the cost associated with the public improvement(s) between and among the affected parcels;

The water line, sewer line, and storm drainage improvements in NW 10th Street have the potential to benefit the tax lots listed in Table 1. All costs are distributed based on frontage which is most representative of the improvement requirements for each tax lot. The value of water and sewer reimbursements will not decline over the life of the reimbursement district. The value of the street improvements will decline over the life of the district based on a 20-year lifespan for street infrastructure. The reimbursement amount for the street improvements shall decline at a rate of 5 percent per year to a value not exceeding 50 percent of the original amount in the tenth and final year of the reimbursement agreement. The reimbursement amount shall be calculated to decline beginning at six months of reimbursement district approval by the City.

The distribution of the improvement costs is detailed in Table 3. The total amount that could be reimbursed is \$207,983.80.

5. The amount to be charged by the City for its administration of the agreement;

Reimbursement Agreement fees will be charged per the current City of Redmond Fee Schedule.

Application Fee	\$200
Reimbursements and Reconveyances paid at reimbursement	\$93 each*
Prepare, review and process Reimbursement District	
City Engineer: \$90/hr x 8 hours	\$720
City Recorder: \$60/hr x 2 hours	\$120
City Attorney: \$130/hour x 1 hour	\$130
Recording \$93 +12 additional pages at \$5/page	\$153

*Recording cost as of July 2022. The actual cost of recording will be deducted from the reimbursement amount when payments are made.

All fees except Reimbursements and Reconveyances (total of \$1123) shall be paid before entering an agreement with the applicant.

6. The time period that the right to reimbursement exists;

Pursuant to City Code 4.650-5, the right to reimbursement exists for ten years from the district formation date. Per City Code, upon application for an extension, the City Council may, by resolution, authorize up to two consecutive five-year extensions for water and sewer improvements for a total reimbursement period not to exceed twenty years. No extensions may be applied for or authorized in the case of street improvements.

7. Whether the public improvements will or have met City standards;

The sewer, water, and storm drainage improvements have been inspected by the City and completed by the Applicant in accordance with City standards.

Figure 1: Vicinity Map



Figure 2: Improvements

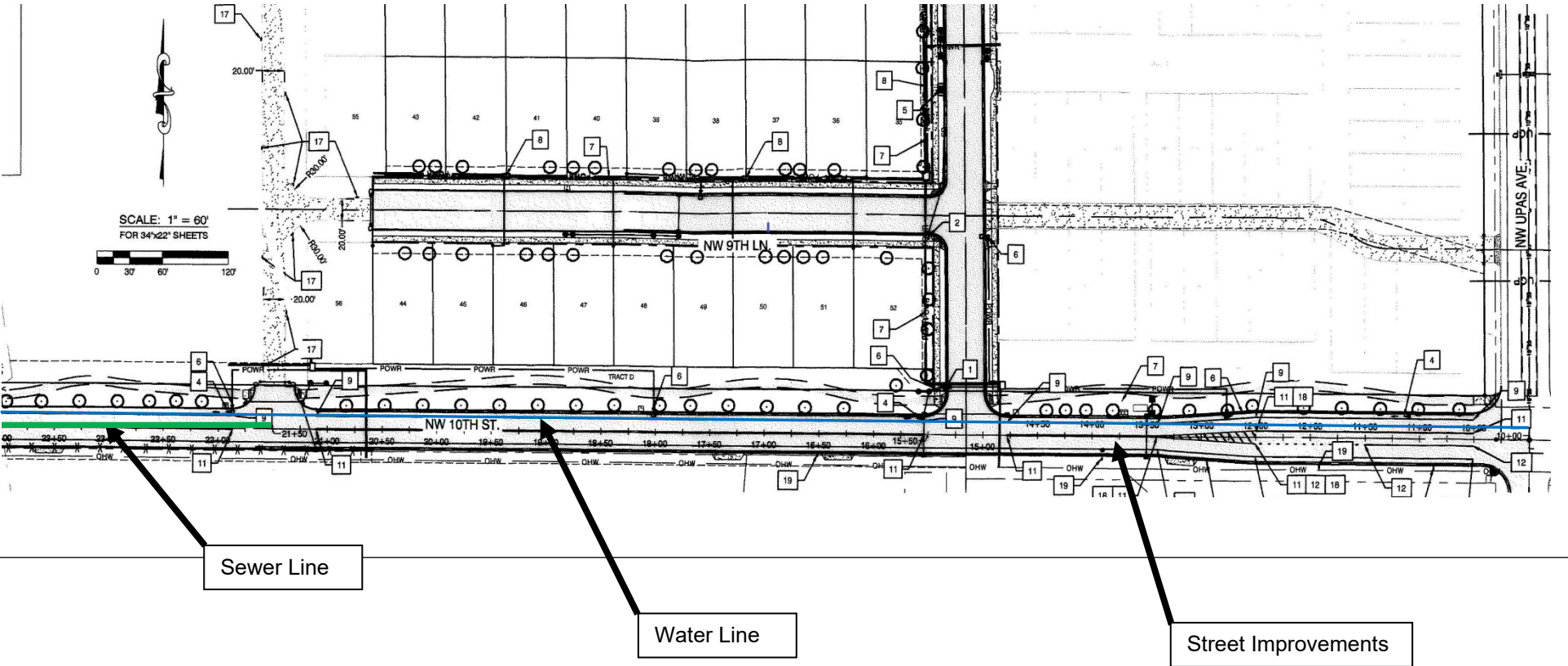


Table 2: Construction Cost

Number	Item	Quantity	Unit	Unit Price	Extension
ST-1	Mobilization	0.083	%	\$ 32,000.75	\$ 2,656.06
ST-2	Traffic Control	0.5	%	\$ 9,500.00	\$ 4,750.00
ST-3	3"/A.C./8" Base	2640	SY	\$ 21.00	\$ 55,440.00
ST-4	Subgrade Prep	2640	SY	\$ 2.15	\$ 5,676.00
ST-5	14" Curb and Gutter	1135	LF	\$ 19.50	\$ 22,132.50
ST-6	14" Standard Curb	280	LF	\$ 15.50	\$ 4,340.00
ST-7	24' Driveway Drop	495	SF	\$ 7.25	\$ 3,588.75
ST-8	Street Light Base	1.5	EA	\$ 585.00	\$ 877.50
ST-9	Catch Basin	3	EA	\$ 1,900.00	\$ 5,700.00
ST-10	8" Storm Pipe	36	LF	\$ 35.50	\$ 1,278.00
ST-11	Drywell Basin 4	0.375	EA	\$ 11,375.00	\$ 4,265.63
ST-12	Drywell Basin 5	0.333	EA	\$ 11,375.00	\$ 3,787.88
ST-13	Drywell Basin 6	0.333	EA	\$ 11,375.00	\$ 3,787.88
Total Transportation					\$ 118,280.19
Number	Item	Quantity	Unit	Unit Price	Extension
WA-1	Connect to ex. water	0.5	EA	\$ 1,530.00	\$ 765.00
WA-2	8" Ductile Waterline	706	LF	\$ 73.50	\$ 51,891.00
WA-3	8" Ductile Water Stubs	62	EA	\$ 73.50	\$ 4,557.00
WA-4	Gate Valve	4	EA	\$ 1,230.00	\$ 4,920.00
WA-5	8x8" Cross	2	EA	\$ 1,485.00	\$ 2,970.00
WA-6	Fire Hydrant Assembly	1	EA	\$ 3,100.00	\$ 3,100.00
WA-7	Blow Off Assembly End	0.5	EA	\$ 955.00	\$ 477.50
WA-8	Blow Off Assembly Stubs	2	EA	\$ 955.00	\$ 1,910.00
Total Water					\$ 70,590.50
Number	Item	Quantity	Unit	Unit Price	Extension
SS-1	48" Sewer MH	1	EA	\$ 2,425.00	\$ 2,425.00
SS-2	8" Sewer main	145.5	LF	\$ 71.50	\$ 10,403.25
SS-3	TV / Air Test	0.044	LS	\$ 3,265.00	\$ 143.66

Total Sanitary Sewer					\$ 12,971.91
Total Construction Basis					\$ 201,842.60
ADM-1	Engineering/Surveying	0.083	%	\$ 47,740.00	\$ 3,962.42
ADM-2	City Fees	0.083	%	\$ 26,250.40	\$ 2,178.78
Total Administrative Cost					\$ 6,141.20
Total Reimbursement Basis					\$ 207,983.80

Note that the quantities shown above are half of the total quantities for 1,415 lineal feet of street, 291 feet of sewer and 1,412 feet of waterline. The other half is attributable to Cinder Butte Phase 2.

Table 3: Cost Distribution

Cost Distribution		Street		Water		Sewer		Administrative	Total Reimbursement
Owner	Parcel (Tax Lot)	%	Amount	%	Amount	%	Amount	Amount	
Canyon Trails LLC	141333C000300	51.3%	\$ 60,677.74	51.3%	\$ 36,212.93	100%	\$ 12,971.91	\$ 3,150.44	\$ 113,013.01
Castanger	141333C000400	14.2%	\$ 16,795.79	14.2%	\$ 10,023.85	0%		\$ 872.05	\$ 27,691.69
Junegrass LLC	141333C000500	34.5%	\$ 40,806.66	34.5%	\$ 24,353.72	0%		\$ 2,118.72	\$ 67,279.10
Total		100%	\$ 118,280.19	100%	\$ 70,590.50	100%	\$ 12,971.91	\$ 6,141.20	\$ 207,983.80

EXHIBIT B

REIMBURSEMENT AGREEMENT
between
Encore Cinder Butte LLC and
THE CITY OF REDMOND, OREGON
relating to the
NW 10th STREET REIMBURSEMENT DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the City of Redmond, a municipal corporation of the State of Oregon, hereinafter called "City" and Encore Cinder Butte LLC, hereinafter called "Applicant".

WHEREAS, Applicant has opted to construct a sewer line, water line, and street improvements in NW 10TH Street between NW Upas Avenue and COID Irrigation crossing north of NW Walnut Avenue that has potential to benefit adjacent properties upon further development; and

WHEREAS, the City held a public hearing, duly noticed according to the Redmond City Code, to receive testimony and evidence regarding the application for the formation of a proposed Reimbursement District; and

WHEREAS, the City adopted Resolution No. 2022-____ approving the City Engineer's Report as to the properties which will benefit from the installation of said improvements and forming the proposed Reimbursement District; and

WHEREAS, that Resolution authorizes the Mayor to enter into an agreement in the form required by the Redmond City Code; and

WHEREAS, the City Engineer has determined that the Applicant has made the required improvements as required by the land use decision and is entitled to reimbursement for the share of that cost attributable to other benefited properties consistent with the Engineer's Report and Resolution of the City Council.

NOW, THEREFORE, the parties agree as follows:

1. Cost of the Public Improvement:

The total cost of public improvements eligible for reimbursement is \$207,983.80 as specified in the Engineer's Report.

2. Description of the Improvement:

Improvements subject to reimbursement include proportionate shares of the sewer line, water line, and street improvements in NW 10th Street.

3. Properties Within the Reimbursement District:

The affected parcel of land, the owner thereof, and the methodology employed by the City to spread the construction cost for the improvement is attached hereto as Exhibits A and C.

4. When Reimbursements are Due and Payable:

Property owners shall pay the reimbursement established herein prior to utilization of the public improvement in accordance with City Code which defines utilize as “to receive the benefit of a public improvement, manifested by the receipt of a permit which will allow the use of an affected improvement, or increase the use thereof”. Activities that trigger the requirement for reimbursement, include, but are not limited to:

- Subdivision or partition, in which case payment shall be made prior to City approval of the final plat.
- Building or connection permits that result in the use or increase in use of the public improvement. Payment shall be made prior to issuance of the building or connection permit.
- Site development or conditional use approval, in which case payment shall be made prior to issuance of building permits.

The reimbursement shall be due and payable for all or any combination of public improvements which actually benefit the affected property. Thereafter, within ninety days of the City’s receipt of the reimbursement, it shall pay such reimbursement to the Applicant less recording cost. In the case of partial or phased development of the site, reimbursement may be prorated in the same manner as the distribution of cost included in the Engineer’s Report.

In the case of a connection to sewer or water for a structure built on the parcel, reimbursement will be prorated based on the potential for future development of the property. For example, if the property could be developed into 10 lots, but only one home is proposed to be connected with no partitioning or subdividing, then 1/10 of the reimbursement would be due.

The City will make reasonable efforts to properly account for and collect the reimbursement fee from any affected property but is not liable for any failure to collect such fee.

5. Guarantee of Improvement:

All work performed in making the improvements shall be guaranteed by the Applicant for a period of twelve months from the date of acceptance by the City. Upon approval of the City Engineer, which approval shall not be unreasonably withheld, the City may accept a guarantee from the entity responsible for performing the work in lieu of or in addition to the guarantee required from the Applicant pursuant to City Code.

6. Indemnification:

Applicant agrees to fully indemnify and defend the City, its officers, agents, and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments, or other costs or expenses including attorney=s fees and related litigation costs at both trial and appeal level, whether or not a trial or appeal ever takes place, that have been incurred by the City since the formation of the District or may be asserted by any person or entity which in any way arise from or are connected with the City's establishment of the Reimbursement District or entering into this Agreement.

7. Complete Agreement:

This Agreement and any referenced attachment constitute the complete agreement between the City and Applicant and supersede all prior written or oral discussions.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth above.

CITY OF REDMOND

ATTEST:

George Endicott
Mayor

Kelly Morse
City Recorder

Keith Leitz
City Legal Counsel

APPLICANT

Encore Cinder Butte LLC
963 SW Simpson Ave. Suite #110
Bend, OR 97702

STATE OF OREGON)
County of Deschutes)

Personally appeared before me the above named George Endicott, Mayor of the City of Redmond, and acknowledged that the foregoing agreement is the voluntary act and deed of the City of Redmond, Oregon before me this _____ day of _____, 2022.

Notary Public for Oregon

My Commission Expires

STATE OF OREGON)
County of Deschutes)

Personally appeared before me the above-named Applicant and acknowledged the foregoing agreement to be his voluntary act and deed before me this _____ day of _____, 2022.

Notary Public for Oregon

My Commission Expires

EXHIBIT C

**NW 10th STREET
REIMBURSEMENT DISTRICT
ASSESSMENT AREA LEGAL DESCRIPTIONS**

Tax Lot 141333C000300 That parcel of land is described in Deschutes County Records Recording Instrument 2017-020583.

Tax Lot 141333C000400 That parcel of land is described in Deschutes County Records Recording Instrument 2022-011390.

Tax Lot 141333C000500 That parcel of land is described in Deschutes County Records Recording Instrument 2021-61285.



2023 Legislative Priorities Ballot

Issued on June 10, 2022

Ballots due by 5:00 p.m. on August 5, 2022

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2023 Legislative Priorities Ballot – League of Oregon Cities

Background: Each even-numbered year the LOC appoints members to serve on 7 policy committees. These policy committees are the foundation of the LOC's policy development process. Composed of city officials, these committees are charged with analyzing policy and technical issues and recommending positions and strategies for the LOC. Each committee provides a list of recommended policy positions and actions for the LOC to take in the coming two year legislative cycle. This year, all 7 committees identified between 3 to 5 legislative policy priorities to advance to the full membership and LOC Board of Directors.

Ballot/Voting Process: Each city is being asked to review the recommendations from the 7 policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC's 2023 legislative agenda. After your city has had an opportunity to review the proposals, please complete the electronic ballot indicating the top 5 issues that your city would like to see the LOC focus on during the 2023 legislative session.

Each city is permitted one vote. As such, each city must designate a person to enter the vote electronically on the below link. For those cities without electronic options for voting, paper ballots may be requested from LOC's Legislative Director Jim McCauley at jmccauley@orcities.org.

Important Deadlines: The deadline for submitting your city's vote is **5:00 p.m. on August 5, 2022.**

Ballots were emailed to the CAO of each city. If your city didn't receive the ballot, please email Jim McCauley at jmccauley@orcities.org.

Brought to you by the Community Development Policy Committee

Full Funding and Alignment for State Land Use Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline and fully fund local implementation of any recently adopted or proposed state land use planning requirements, including administrative rulemaking.*

Background: Recent legislation and executive orders have made significant changes to the state’s land use planning process, including increasing burdens for local government. While the LOC shares the state’s policy goals, these updates have resulted in extensive, continuous, and sometimes conflicting rulemaking efforts that are not supported by adequate state funding. Cities simply do not have the staff capacity or resources needed to implement current requirements. Existing planning updates should be streamlined to enable simpler, less costly implementation and any new proposals should be aligned with existing requirements.

Local Funding to Address Homelessness

Legislative Recommendation: *The LOC will seek funding to support coordinated, local responses to addressing homelessness.*

Background: The LOC recognizes that to end homelessness, a statewide and community-based coordination approach to delivering services, housing, and programs is needed. Addressing homelessness will look different and involve different service provider partners from one city to the next, but one thing is consistent, addressing the crisis requires significant financial resources. While cities across Oregon have developed programs, expanded service efforts, built regional partnerships, and have significantly invested both their local General Fund and federal CARES Act and American Rescue Plan Act dollars into programs to address the homelessness crisis in their respective communities, the crisis continues. The homelessness crisis exceeds each city’s individual capacity – necessitating the need for meaningful fiscal support from the State of Oregon.

Infrastructure Funding to Support Needed Housing

Legislative Concept: *The LOC will support state funding for infrastructure needed to support needed housing.*

Background: As Oregon works to overcome its historic housing supply deficit, development costs continue to rise. Cities have limited tools to address the rising costs of infrastructure necessary to support the impact of new housing development. A statewide fund to address infrastructure costs and improve housing affordability is needed.

Economic Development Incentives (co-sponsor with Tax and Finance Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year

partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals knew; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Community Resiliency and Wildfire Planning

Legislative Recommendation: *The LOC will support investments for climate and wildfire resiliency planning, as well as infrastructure upgrades, to fill existing gaps and assist cities in planning for extreme weather events and wildfire.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts, including infrastructure upgrades, to handle extreme weather events. Cities of all sizes, especially small to mid-sized cities, need technical assistance and additional capacity to better plan for and recover from climate events and wildfire. Investments in infrastructure upgrades, repairs, and resiliency will help rebuild communities, better ensure equity and access to critical services, protect public health and the environment, improve community resiliency, and promote economic recovery.

Brought to you by the General Government Policy Committee

Protecting Public Employees and Officials

Legislative Recommendation: *The LOC will introduce legislation to protect the personal contact information of public employees and increase criminal sanctions when public officials and employees are subject to criminal activity connected to their service.*

Background: Cities have seen an increase in harassments, threats and property damage in recent years. Over 80 percent of city leaders who participated in a National League of Cities [report](#) on public civility indicated they had personally experienced harassing or harmful behavior because of their role as a public official. Additionally, an ambiguity in the phrasing in a statute intended to protect the private information of public employees may require an employer to release home addresses, personal emails and contact information.

Return to Work

Legislative Recommendation: *Eliminate the sunset on the ability of retirees to return to work.*

Background: PERS covered retirees are currently allowed to return to work without suffering a tax or pension penalty until 2024. Allowing retirees to return to work allows employers to fill critical vacancies while not paying pension and other costs in times of both fiscal hardships and workforce scarcity. The sunset was established as part of a compromise PERS reform package passed in 2017 but has been successful for retirees and employers.

Attorney Client Privilege

Legislative Recommendation: *Ensure that privileged communications between public bodies and officials and their legal counsel remain confidential indefinitely.*

Background: A recent court ruling limited public sector attorney client privilege to 25 years, which is identical to the lifespan of other public records exemptions. The LOC believes that public officials should have the same right to unimpeded legal counsel as all other attorney clients.

Address Measure 110 Shortcomings

Legislative Recommendation: *Restore criminal justice incentives for seeking treatment for addiction while ensuring a path for expungement for successfully completing a treatment program.*

Background: Oregon voters passed Measure 110 in 2020 which eliminated criminal sanctions for simple possession for most narcotic drugs and replaced them with a waivable \$100 ticket. A citation cannot be issued if a person seeks treatment by calling a treatment referral service. The measure also re-dedicated local marijuana revenue to harm reductions services. Those funds are now pooled and distributed by an oversight and accountability committee. Oregon's overdose deaths continue to increase and funds that should have been distributed in January of 2021 are still not delivered. Additionally, problems related to drug abuse such as property crime have increased.

Brought to you by the Energy and Environment Policy Committee

Building Decarbonization, Efficiency, and Modernization

Legislative Recommendation: *The LOC will support legislation to protect against and rollback preemptions to allow local governments to reduce greenhouse gas emissions from new and existing buildings while ensuring reliability and affordability. Some initiatives may include a local option Reach Code, statewide home energy scoring or financial incentives like [CPACE](#).*

Background: Homes and commercial buildings need a lot of power. In fact, they consume nearly half of all the energy used in Oregon according to the Oregon Department of Energy 2020 Biennial Energy Report. Existing buildings need to be retrofitted and modernized to become more resilient and efficient. New buildings can be built with energy efficiency and energy capacity in mind, so they last longer for years to come, reduce the energy burden on occupants, and are built to a standard that is futureproof for carbon reducing technologies like electric vehicles

Continue Investments in Renewable Energy

Legislative Recommendation: *The LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation. The LOC will support legislation to study and invest in viable, preferably locally generated, options and to divest the Oregon Treasury from fossil fuels.*

Background: Renewable energy sources can be used to produce electricity with fewer environmental impacts. Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict

with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation.

Investment in Community Climate Planning Resources

Legislative Recommendation: *The LOC will support investments that bring climate services (for mitigation and adaptation) together and work to fill the existing gaps to help communities get the high-quality climate assistance they need quickly and effectively.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts and implementing programs to reduce greenhouse gases. Interest in climate services has continued as communities experience increasing disruptions caused or made worse by climate change. Oregon's small to mid-sized communities and rural communities are particularly in need of both technical assistance and additional capacity to address climate impacts and do their part to reduce greenhouse gas emissions. While some climate resources exist in Oregon, those programs are dispersed throughout state government, the nonprofit world, and academic institutions. Because of this current structure, it is not clear for communities what they should do once they decide to act on climate change.

Adequate Funding for State Climate Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline processes and fully fund local implementation of climate mandates (like [Climate Friendly and Equity Communities](#) rules) from the state. Furthermore, the LOC will support legislation that allows the state to adequately maintain and staff programs that impact a city's ability to reduce greenhouse gas emissions.*

Background: On March 10, 2020, Governor Kate Brown signed [Executive Order 20-04](#) directing state agencies to take action to reduce and regulate greenhouse gas emissions. Additionally, the state has legislatively passed many greenhouse gas reduction measures. This has led to some unfunded mandates on cities as well as a significant workload for agency staff.

Brought to you by the Finance and Taxation Policy Committee

Property Tax Reform

Legislative Recommendation: *The LOC will advocate for constitutional and statutory reforms to the property tax system to enhance local choice, equity, fairness, and adequacy.*

Background: The property tax system is broken and in need of repair due to constitutional provisions in Measures 5 and 50 that were adopted by voters in the 1990s. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes meaningful local choice, and is incomprehensible to most taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. With federal pandemic aid to cities coming to an end and inflation looming, cities are concerned that their top revenue source will not allow residents to adequately fund the services that they demand. Therefore, the LOC will take a leadership role in pursuing efforts to draft and advocate for both comprehensive and incremental property tax reform option packages, including forming coalitions with other interested parties. The LOC will remain flexible to support all legislation that improves the system, but will, in the short term, focus on incremental changes that will allow for a foundation on which to build for broader revisions going forward. The LOC's overall focus will be on a property tax package that includes, but may not be limited to these elements:

- In the short term, advocating for a system that restores local choice and allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression. This may also include advocating for a local option levy that has passed three or more times to become permanent (requires constitutional referral).
- Also in the short term, advocating for statutory changes to extend statewide a 2017 Multnomah County pilot that created an option that new property has a taxable value determined based on the city average of maximum assessed value to market value as opposed to countywide average.
- Over the longer term, to achieve equity, advocating for a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- Also over the longer term, to enhance fairness and adequacy, advocating for various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the LOC will support targeted tax relief for lower income residents to make sure reform does not price vulnerable residents out of their homes.

Lodging Tax Flexibility

Legislative Recommendation: *The LOC will advocate for legislation to enhance flexibility in how cities may use transient lodging tax revenues. The goal is to help cities better serve visitors and improve local conditions that support the tourism industry.*

Background: The Legislature created the state lodging tax in 2003, and with it a new requirement that 70% of net revenues from new or increased local lodging taxes must be used for “tourism promotion” or “tourism related facilities.” Cities acknowledge and appreciate the economic development benefits that tourism brings to their local economies, but often struggle to support the industry in areas like public safety, infrastructure, workforce housing, and homeless services. Enhanced flexibility and clarification of allowed use of funds will benefit both visitors and business owners alike.

Economic Development Incentives (co-sponsor with the Community Development Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals know; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Marijuana Taxes

Legislative Recommendation: *The LOC will continue to advocate for increased revenues from marijuana taxes. This may include proposals to restore state marijuana tax losses related to Measure 110 (2020) distribution changes, and to increase the current 3% cap on local marijuana taxes so local voters may choose a rate that reflects the needs of their community.*

Background: Recreational marijuana retailers are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Until the end of 2020 cities received 10% of the net revenue from the state tax but Measure 110 changed the distribution formula and will reduce city distributions by an estimated 73% for the 2021-23 biennium. Cities may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden is 20-25% percent below other West Coast states. Unbiased academic studies indicate Oregon could increase marijuana taxes without pushing significant business to the illicit market. If the Legislature is not willing to allow increased taxes it should restore city revenues by other means back to what was agreed to when recreation marijuana was legalized.

Alcohol Revenues

Legislative Recommendation: *The LOC will advocate for enhanced revenues from the sale of alcohol to mitigate the impact of recent legislative changes that will otherwise reduce this crucial revenue source.*

Background: Oregon's beer tax has not been increased since 1978 and is \$2.60 per barrel which equates to about 8.4 cents per gallon or less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need a more than 10-fold increase. Oregon's wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines, this is the second lowest tax nationwide, and the first 2 cents of the tax goes to the wine board. Oregon is a control state and is the sole importer and distributor of liquor, which accounts for about 94% of total alcohol revenues. The Oregon Liquor and Cannabis Commission (OLCC) sets retail prices at about 105% of their cost and net revenues are distributed based on a formula. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues after the state takes 50% of beer and wine taxes off the top prior to this distribution. Recent legislative changes will reduce city revenues; the legislature approved a more generous compensation formula for liquor store owners in 2021 and approved a 148% cost increase for a planned OLCC warehouse in 2022. Both changes will reduce distributions to cities. Cities have significant public safety costs related to alcohol consumption and taxes on alcohol do not cover their fair share of these costs. There are numerous ways to address the issue: increasing taxes on beer or wine (possibly through a local sales tax option), increasing the markup on liquor, or increasing the per bottle surcharge currently in place at liquor stores and dedicating the funds to paying for the planned OLCC warehouse.

Brought to you by the Telecommunications, Broadband Policy Committee

Digital Equity and Inclusion

Legislative Recommendation: *The LOC will advocate for legislation and policies that help all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy.*

Background: Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology evolved the digital divide has become more complex and nuanced. Now, discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills they need to effectively use it.

Resilient, Futureproof Broadband Infrastructure and Planning Investment

Legislative Recommendation: *The LOC will support legislation that will ensure broadband systems are built resiliently and futureproofed while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will support legislation that addresses issues with the inconsistency of regulations applied to traditional and nontraditional telecommunications service as more entities move to a network based approach instead of what services are being provided. LOC will oppose any preemptions on local rights-of-ways, and municipalities right to own poles and become broadband service providers.*

Background:

Broadband Planning and Technical Assistance

Most state and federal broadband infrastructure funding sources require that communities have a broadband strategic plan in place to qualify for funds. Unfortunately, many cities do not have the resources or staff capacity to complete comprehensive broadband strategic plans.

Resilient and Long-Term Systems

As broadband is continually being made a priority on the state and federal level, we must think strategically about how to build resilient long-term networks that will serve Oregonians now and into the future. Ways to ensure broadband is resilient may include investing in robust middle mile connections, ensuring redundancy and multiple providers in all areas, and undergrounding fiber instead of hanging it on poles.

Optional Local Incentives to Increase Broadband Deployment

All levels of government have identified broadband as a priority. However, there continue to be proposed mandates on local governments to deploy broadband services more quickly. Cities have a duty to manage rights-of-ways (ROW) on behalf of the public and need flexibility to adequately manage the ROW. Instead of mandates the state should focus its efforts on allowing cities the option to adopt incentives that could help streamline broadband deployment.

Regulatory Consistency Amidst Convergence

Historically, the standards and oversight policies for a specific technology were established independently and were not developed with merging or interoperability in mind. For example, telephony (when providing voice), cable TV (when providing video), and mobile cellular technologies each follow their respective standards, and these services were regulated by policies specific to each type.

Incentives for Broadband Affordability, Adoption and Consumer Protections

Legislative Recommendation: *The LOC will seek additional state support and funding for increased broadband adoption and affordability and will advocate for consumer protections for those accessing the internet, internet enabled devices and broadband service.*

Background: Broadband infrastructure is being funded at a historic level. For that infrastructure to be adequately utilized affordability and adoption initiatives must receive investment. Initiatives that would help could include studying barriers to adoptions and affordability; ensuring adequate competition in providers; investing in more data centers statewide so service is cheaper for regions outside of the I-5 corridor as it is simply more expensive per megabit to provide; and ensuring providers are widely advertising programs meant for those with limited means.

Additionally, problems with internet providers are among the most common consumer complaints in Oregon. Complaints often involve paying more than expected, difficult cancellation policies and poor service. Consumers are at risk of being advertised or offered services that are not actually being delivered. For example, 25/3 is the current definition of broadband. Currently, providers are allowed to advertise

speeds as “up to” 25/3 or a certain speed. There is no one enforcing whether or not providers actually hit their advertised speeds. Providers should be accountable for making sure consumers have the appropriate equipment for the services they are paying for.

Cybersecurity & Privacy

Legislative Recommendation: *The LOC will support legislation that addresses privacy and cybersecurity for all that use technology, including but not limited to: funding for local government cybersecurity initiatives, statewide resources for cyber professionals, regulations of data privacy, or standards for software/hardware developers to meet to make their products more secure.*

Background: Society is becoming more technologically reliant than ever before and that will only increase. With this increase of technology there is an increased risk for cybercrimes. Therefore, cybersecurity and privacy systems must be taken seriously. Cybersecurity encompasses everything that pertains to protecting sensitive data, protected health information, personal information, intellectual property, data, and governmental and industry information systems from theft and damage attempted by criminals and adversaries.

Cybersecurity risk is increasing, not only because of global connectivity but also because of the reliance on cloud services to store sensitive data and personal information. Widespread poor configuration of cloud services paired with increasingly sophisticated cyber criminals means the risk that governments, businesses, organizations, and consumers suffer from a successful cyberattack or data breach is on the rise.

Brought to you by the Transportation Policy Committee

Transportation Safety Enhancement

Legislative Recommendation: *The LOC supports legislation that improves the overall safety of the transportation network in communities. The LOC will achieve this outcome by expanding authority for establishing fixed photo radar to all cities, increasing flexibility for local speed setting authority, and increased investment in the “safe routes to schools” and expansion of the “great streets” programs.*

Background: The City of Portland has demonstrated improved safety outcomes in neighborhoods with the addition of fixed photo radar along high-crash corridors. LOC’s efforts to expand the use of fixed photo radar to additional cities failed during the 2021 Session. ([HB 2019](#)) - High Crash Corridor for City of Unity) and ([HB 2530](#)) -Extending Fixed Photo Radar) were supported by the LOC, but lacked sufficient support from legislators to advance.

During the 2019 Session the LOC supported [SB 558](#), which would authorize a city to designate speed for a highway under the city’s jurisdiction that is five miles per hour lower than statutory speed when the highway is in a residential district and not an arterial highway. During the 2021 Session passage of [HB 3055](#) (Sect 81 (5)(g)) extended speed setting authority to highways within the jurisdictional boundaries of cities and Multnomah & Clackamas counties.

Road User Fee – Vehicle Miles Traveled (VMT) Structure

Legislative Recommendation: *The LOC will support replacement of Oregon’s Gas Tax with a road impact fee structure that will capture added revenue from cities with local gas tax structure. The pricing structure should also maintain a weight-mile tax structure to make sure that there is an impact element of the fees paid for transportation infrastructure.*

Background: The LOC has historically advocated for a fee structure that more closely matches road usage. Gas tax revenues are a declining source of revenue due to enhanced mileage in new vehicles and the increase of electric vehicles on roads.

New Mobility Services

Legislative Recommendation: *The LOC supports the entry and utilization of a variety of new mobility services that support a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure public and consumer safety in communities.*

Background: The expansion of mobility services presents local governments with opportunities and challenges. Mobility services include Uber, Lyft, scooters, E-bikes, and food service delivery such as DoorDash, and UberEATS. Many cities across the country have initiated efforts to add regulatory oversight of these services to provide a base level of safety to consumers. Companies such as Uber and Lyft have tried to de-regulate their business model in states specifically introducing legislation that would pre-empt local governments to regulate and establish steps that protect their respective communities. The LOC has supported efforts during the 2019 session such as [HB 3379](#) and opposed efforts that pre-empted local governments such as HB 3023.

Funding for Recovery of Abandoned Recreational Vehicles

Legislative Recommendation: *The LOC supports the formation of a recovery fund that cities could access for disposing of abandoned Recreational Vehicles (RV).*

Background: With the ongoing houseless and affordable housing crisis cities have experienced an increase in dumping of vehicles and RVs in neighborhoods, streets and the right-of-way. The costs associated with towing, recovery, and determining ownership has presented significant costs in some communities. Several cities are allocating hundreds of thousands of dollars to recover abandoned vehicles from streets, parks, private property, and other locations. Tow companies have expressed an interest in a recovery fund as well, since the companies must deal with storage and disposal of the vehicles, which presents several challenges.

Brought to you by the Water and Wastewater Policy Committee

Water Utility Rate and Fund Assistance

Legislative Recommendation: *The LOC will collaborate with members of the bipartisan work group to continue the proposed legislative purpose of the Low-Income Household Water Assistance (LIHWA) program.*

Background: The LOC was successful during the 2021 legislative session in advocating for the development of a new water utility funding assistance program for ratepayers experiencing ongoing or recent economic hardships. The LOC worked with a bipartisan work group to pass legislation that formed the Low-Income Household Water Assistance (LIHWA) program which received federal funding for the

initial implementation through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act (ARPA) of 2021. The program was incredibly successful, but the federal funding that was allocated to the State of Oregon was already exhausted in some counties in the Spring of 2022.

The bipartisan workgroup's intent was to make this program a permanent program, with initial pilot funding provided by the federal government.

Place-Based, Water Resource Planning (Program Support)

Legislative Recommendation: *The LOC will advocate for the funding needed to complete existing place-based planning efforts across the state and identify funding to continue the program for communities that require this support.*

Background: Oregon's water supply management issues have become exceedingly complex. Lack of adequate water supply and storage capacity to meet existing and future needs is an ongoing concern for many cities in Oregon and is a shared concern for other types of water users including agricultural, environmental, and industrial. The Legislature created a place-based planning pilot program in Oregon administered through the Oregon Water Resources Department that provides a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin, or groundwater area. The LOC Water & Wastewater Policy Committee recognized that while this funding is limited to specific geographic areas, they also recognized the importance of successfully completing these pilot efforts and conducting a detailed cost/benefit analysis. It is a critical step to demonstrate the benefits of this type of planning. If these local planning efforts prove to be successful, there will likely be future efforts to secure additional funding for other place-based planning projects across the state in 2022.

Infrastructure Financing and Resilience

Legislative Recommendation: *The LOC will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, Regionally Significant Industrial Site loan program, and set asides through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.*

Background: A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. An LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments.



CITY OF REDMOND

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STAFF REPORT

DATE: July 19, 2022
TO: City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Maria Ramirez, Parks Planner and Project Manager
SUBJECT: Award of contract to Deschutes Construction for the Sam Johnson Park - ADA Improvements Construction Project (PK2202); \$375,000

Addresses Council Goal:

3.E. Look for opportunities to fund elements of the ADA Transition Plan over the long term. Ensure implementation is facilitated in cooperation and with input from the mobility community and the general public.

Report in Brief:

This item requests City Council approve a contract with Deschutes Construction for the Sam Johnson Park - Americans with Disabilities Act (ADA) Improvements project in the amount not to exceed \$375,000.

Background:

On September 27, 2013, the City accepted entitlement status in the federal Housing and Urban Development's Community Development Block Grant (CDBG) program. The objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.

Since acceptance into the program, the City has reinvested CDBG funds into projects that aim to accomplish the below goals:

- Goal 1: Provide decent affordable housing and work towards the prevention of homelessness.
- Goal 2: Increase economic opportunities.
- Goal 3: Support agencies/organizations that serve low-and moderate-income persons and special needs populations by helping them to expand services.
- Goal 4: Further Fair Housing and Administration in Redmond.
- Goal 5: Americans with Disabilities Act (ADA) and Infrastructure.

On March 28, 2017, City Council adopted the long-range ADA Transition Plan (Plan) to guide the City on ADA and infrastructure improvements necessary within public rights-of-way, park facilities, and public buildings. The Plan identifies ADA deficiencies in each of the areas, describes the methods to be used to make the facilities accessible, prioritizes the ADA project needs, and provides a schedule for addressing access modifications.

Sam Johnson Park was identified within the Plan as a high-priority park for improvements, including the parking lot adjacent to Hope Playground and improving pedestrian access to the restroom and play structure. The restroom was later identified as an area of improvement to advance facility fixtures to new ADA standards.

On July 14, 2021, Council adopted Resolution #2021-16 allocating \$261,876 of CDBG funds to invest in ADA Improvements of Public Facility and Infrastructure Improvement Projects. Upon adoption of Resolution #2021-16, ADA Improvements at Sam Johnson Park and solar improvements to the Redmond Senior Center were selected for CDBG funding.

On June 28, 2022, Council adopted Resolution #2022-18 approving an amendment to invest an additional \$128,124 of CDBG funds in ADA improvements at Sam Johnson or other parks and public facilities, bringing the total to \$390,000. The solar improvements at the Redmond Senior Center used \$7,300.85, leaving \$382,699.15 available for the Sam Johnson park improvements.

Discussion:

The design for ADA improvements at Sam Johnson Park commenced in May 2022. Improvements include regrading the parking lot adjacent to Hope Playground, improving pedestrian access to the restroom and play structure, and replacing the current restroom fixtures with new ADA stainless-steel fixtures.

The City formally advertised and procured construction services per Oregon Revised Statutes Section 279C for bids over \$100,000. The bid package was advertised on May 27, 2022. The following bids were received on July 5, 2022:

<u>Contractor</u>	<u>Bid Amount</u>
Wilson Curb, Inc	\$278,460.00
Deschutes Construction	\$275,275.12

Deschutes Construction is the lowest responsible bidder. The bid is within the budgeted amount of \$375,000 (see attached). A Notice of Intent to Award was issued on July 6, 2022. A contract value not to exceed \$375,000 is established to match the budgeted amount and allow for additional work to improve the functionality of the parking lot.

The current design for the parking lot improvements expands the parking area and improves the grading. The favorable bid results and remaining budget available allow for the potential addition of an exit to the parking lot and more efficient one-way access with diagonal parking. Awarding the contract ahead of negotiating this additional work will allow the contractor to order materials with long lead times while re-designing the parking lot and still meet the planned completion date of December 31, 2022.

Fiscal Impact:

Funding for the construction of Sam Johnson Park - ADA Improvements (PK2202) is included in the Fiscal Year 22/23 budget within the Parks and Facilities Fund - Capital Projects Sub-Fund (22281-01-000-07-01-02). At the completion of the project, the Parks and Facilities Fund - Capital Projects Sub-Fund will be reimbursed by CDGB Grant Funds (22490-01-000-04-65-20).

Alternative Courses of Action:

1. Approve the contract with Deschutes Construction in the amount not to exceed \$375,000.
2. Request additional information.
3. Reject all bids.

Recommendation / Suggested Motion:

"I move to award the Sam Johnson Park - ADA Improvements construction contract to Deschutes Construction in the amount not to exceed \$375,000 and authorize the City Manager to sign the contract."



NOTES ON THE FISCAL YEAR 2022/23 BUDGET

- \$2,150,000 is included for the design and construction of the Central Dry Canyon Infrastructure Plan Phase 1, which includes new parking and an all-season restroom at the dog park, Rimrock Ave. pedestrian pathway improvements, and vehicle and pedestrian flow improvements at Sam Johnson Park.
- \$375,000 is included for the implementation of ADA improvements at the Sam Johnson Park restroom and parking area which will be funded by the City's Community Development Block Grant (CDBG).
- \$2,510,000 is included for the potential acquisition of land needed for future park development as identified in the 2018 Parks Master Plan.
- \$125,000 is allocated for use at the cemetery:
 - o \$75,000 for a new irrigation pumphouse
 - o \$50,000 for security fencing around the cemetery maintenance and storage facility
- \$50,000 is allocated for continued preventative maintenance on City-owned parking lots.
- The anticipated costs for major capital improvements and infrastructure maintenance projects are summarized below:

Project	Capital Projects	SDC Improvement	Total Project Expenditures
Quartz Park Construction*	\$ -	\$ 1,165,000	\$ 1,165,000
Central Dry Canyon - Phase 1*	\$ -	\$ 2,150,000	\$ 2,150,000
Sam Johnson Parking Lot & Restroom ADA Improvements**	\$ 375,000	\$ -	\$ 375,000
Cemetery Pumphouse & Storage Facilities	\$ 125,000	\$ -	\$ 125,000
Potential Land Acquisitions	\$ -	\$ 2,510,000	\$ 2,510,000
Future Projects	\$ -	\$ 100,000	\$ 100,000
Total	\$ 500,000	\$ 5,925,000	\$ 6,425,000

* Project carried forward from FY 21/22

** Funded by Community Development Block Grant (CDBG)





SAM JOHNSON — ADA IMPROVEMENT PROJECT

CONSTRUCTION CONTRACT AWARD: NOT TO EXCEED \$375,000

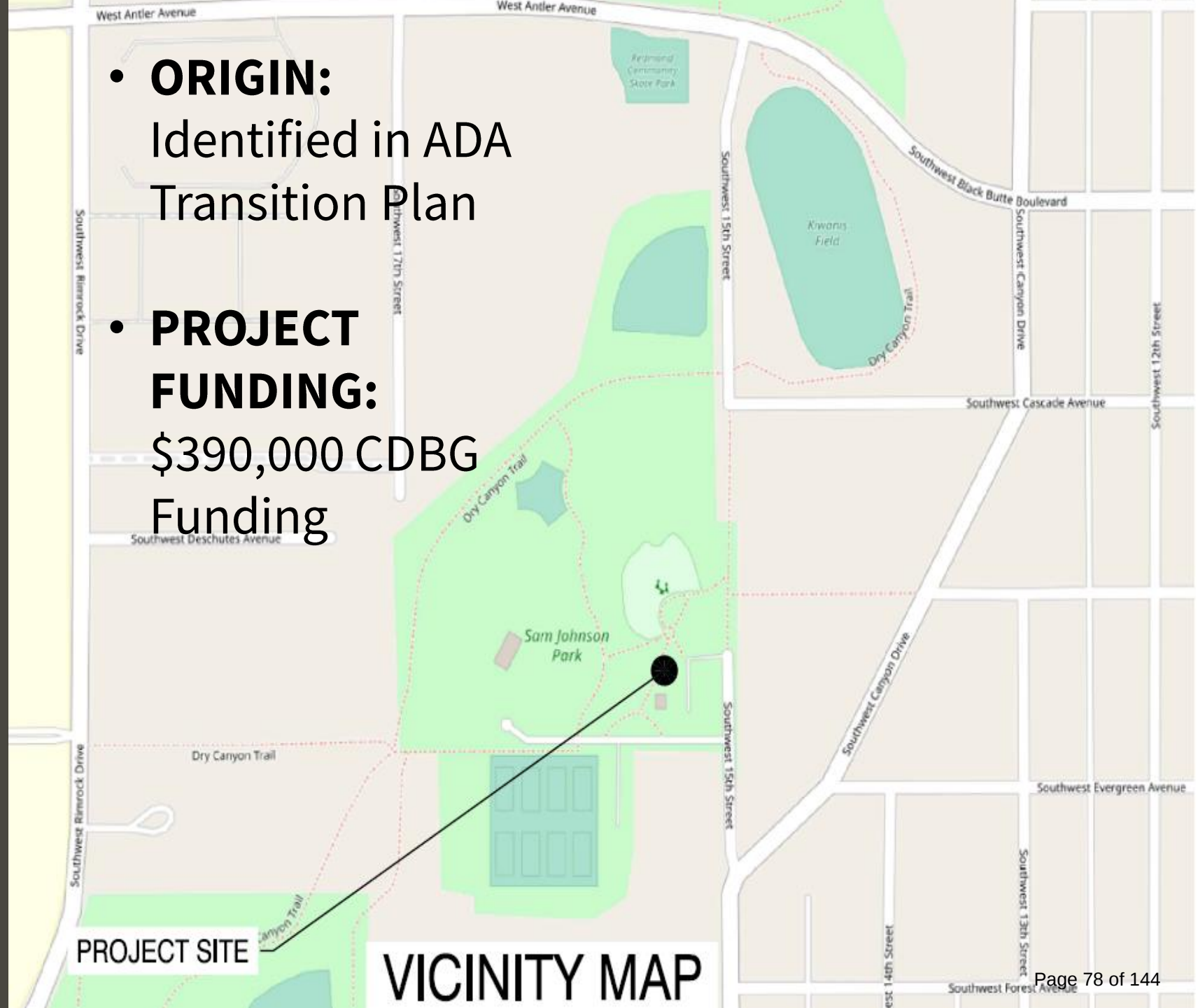
REDMOND CITY COUNCIL

JULY 19, 2022



PROJECT BACKGROUND

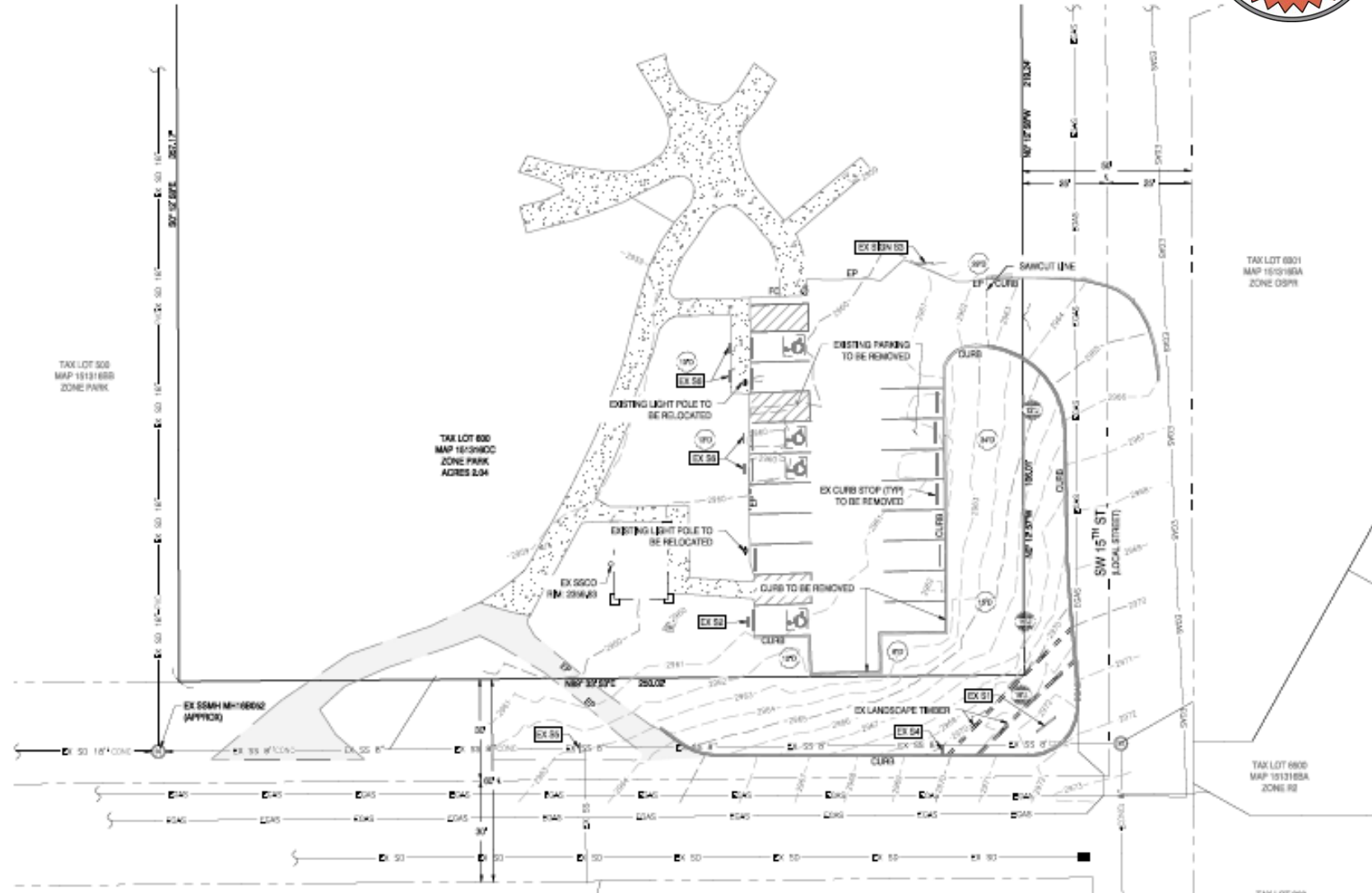
- **ORIGIN:**
Identified in ADA
Transition Plan
- **PROJECT
FUNDING:**
\$390,000 CDBG
Funding



VICINITY MAP

PROJECT SCOPE

- Regrade the Parking Lot
- Construct New Curb & Pavement
- New Pedestrian Sidewalks
- ADA Accessible Ramps and Returns
- Replace Existing Restroom Fixtures with ADA Stainless-Steel Fixtures





SAM JOHNSON PARK — ADA IMPROVEMENTS

MARCH - MAY
2022

JUNE — JULY
2022

SEPTEMBER
2022

DECEMBER
2022

DESIGN
AND REVIEW

PROCUREMENT
PROCESS

CONSTRUCTION
BEGINS

CONSTRUCTION
COMPLETION

PROJECT SCHEDULE



SAM JOHNSON PARK — ADA IMPROVEMENTS

PROJECT BIDS

Bidder	Amount
Wilson Curb, Inc	\$278,460.00
Deschutes Construction	\$275,275.12

- **FY 22/23 PROJECT BUDGET:** \$375,000
- **FUNDING SOURCES:** Community Development Block Grant (CDBG)



QUESTIONS?



CITY OF REDMOND

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STAFF REPORT

DATE: July 19, 2022
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Jessica MacClanahan, City Engineer
SUBJECT: Intergovernmental Agreement with the Oregon Department of Transportation for right-of-way relinquishment to the City as part of the OR126: Redmond - Powell Butte project (Key No. 20167)

Addresses Council Goal:

- 6.F. Beautify and improve the major transportation corridors within the city.
- 7. COMPREHENSIVE PLANNING: Enhance the quality of life through adoption of programs, policies, and standards that manage growth while maintaining Redmond's small-town feel.
- 8.B. Maintain Redmond's positive working relationship with regional, national and statewide entities and governments.

Report in Brief:

This item requests City Council authorize entering into an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for right-of-way relinquishment to the City as part of the OR126: Redmond - Powell Butte project.

Background:

ODOT is planning pavement restoration and pedestrian improvements as part of the East Highway 126: Redmond to Powell Butte project. The scope includes repaving OR126 from the intersection of US97 east to the Powell Butte Highway. The project's western limits are within the City and will receive Americans with Disabilities Act (ADA) curb ramp upgrades, sidewalk infill, stormwater improvements, and improved pedestrian crossing(s); from US97 to SE Evergreen Ave.

Additional improvements include:

- Cascades East Transit transit stop installed for westbound buses stopping on OR126 just west of NE Warsaw Ave.
- Signing and striping upgrades.
- Installation of a new traffic monitoring (ITS) camera at the intersection of OR 126 and Powell Butte Highway intersection.
- Installation of advance intersection warning signs at the OR126 and Powell Butte Highway intersection.

In order to complete the project, ODOT will acquire adjacent property to construct the improvements that will no longer be needed by the State once construction is complete (see Exhibit A of the Intergovernmental Agreement for detailed locations).

The project will be financed at an estimated cost of \$8,917,395 in state and federal funds. There will be no cost to the City. The total project cost is subject to change. Nonetheless, the State shall be responsible for any nonparticipating costs and additional costs beyond the estimate.

The IGA proposes that upon project completion, the State shall transfer by deed, and City shall accept, property acquired by the State needed for the construction phases. The conveyance of the property shall be free of costs or fees. Moreover, any property conveyed shall be vested with the City only, so long as it is used for public transportation purposes. If the property is no longer used for public transportation purposes, it shall automatically revert back to the State.

Discussion:

State, by Oregon Revised Statutes (ORS) 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right-of-way as may be utilized by State for highway purposes. Responsibility for, and jurisdiction over, all other portions of a city street remains with the City.

The State's current jurisdiction and control is right-of-way to right-of-way on OR126 from US 97 to SE Evergreen Avenue. Upon completion of these improvements, the right-of-way behind curb ramps along this portion will no longer be needed for the state highway system and will be relinquished to the City by deed.

Fiscal Impact:

There is no direct financial requirement or impact associated with this item.

Alternative Courses of Action:

1. Approve entering into the IGA.
2. Do not approve entering into the IGA.
3. Take no action and request additional information.

Recommendation / Suggested Motion:

"I move to approve the City of Redmond entering into the Intergovernmental Agreement with the Oregon Department of Transportation as part of the OR126: Redmond - Powell Butte project."

INTERGOVERNMENTAL AGREEMENT
OR126: Redmond – Powell Butte
City of Redmond

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT" and the City of Redmond, acting by and through its elected officials, hereinafter referred to as "City;" both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.395, State may relinquish title to any of its property not needed by it for state highway purposes to any other governmental body or political subdivision within the State of Oregon, subject to such restrictions, if any, imposed by deed or other legal instrument or otherwise imposed by State.
3. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval.
4. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the City.
5. State's OR126: Redmond – Powell Butte project (Key No. 20167) is a 3R pavement preservation project that also contains some pedestrian enhancements. OR126 from the US 97 intersection east to Powell Butte Highway will be repaved. The western most project limits are within the City of Redmond and will also receive ADA curb ramp upgrades, sidewalk infill, stormwater improvements, and improved pedestrian crossing(s) in the urban section of the project from US97 to SE Evergreen Ave. There will be a Cascades East Transit (CET) transit stop installed for westbound traveling buses stopping on OR126 just west of NE Warsaw Ave. Signing and striping will also be upgraded throughout the project and a new ITS camera will be installed at the intersection of OR 126 and Powell Butte Highway. Advance intersection warning signs will be installed at the OR126 and Powell Butte Highway intersection.

6. State's current jurisdiction and control is right of way to right of way on OR126 from US 97 to SE Evergreen Avenue. Upon completion of these improvements, the right of way behind curb ramps along OR126 from US 97 to SE Evergreen Avenue will no longer be needed for the state highway system and will be relinquished by deed to the City.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Parties agree to State installing traffic control devices including signs and luminaires on City right of way at locations mutually agreed on by both Parties; and State transferring by deed, and City accepting, property acquired by the State and right of way behind curb ramps along OR126/Ochoco Highway from S 1st Street to SE Evergreen Avenue as part of State's OR126: Redmond to Powell Butte project, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$ 8,917,395 in state and federal funds. The estimate for the total Project cost is subject to change. State shall be responsible for any nonparticipating costs, and Project costs beyond the estimate.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

CITY OBLIGATIONS

1. City grants State the right to enter onto City property for the performance of State's duties as set forth in this Agreement.
2. City agrees State will perform all right of way functions and shall enter into a separate Right of Way Services Agreement between City and State Right of Way, referencing this Agreement number.
3. Upon completion of the Project, State shall transfer by deed, and City shall accept, that property acquired by the State and needed for the construction phases of the Project. The conveyance from State to City shall be free of costs or fees. Any property being conveyed shall be vested in City only so long as used for public transportation purposes. If said property is no longer used for public transportation purposes, it shall automatically revert to State.

4. City agrees to allow State to utilize City right of way to install and maintain traffic control devices including signs and luminaires.
5. City shall not remove, replace, cover, or interfere with traffic control devices including signs and luminaires installed and maintained by State under this Agreement.
6. City shall maintain its right of way in a manner which avoids impairment of proper sight distance to any traffic control device requiring sight distance.
7. City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
8. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
9. City shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.
11. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

12. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
13. City's Project Manager for this Project is Jessica MacClanahan – Engineer, 243 E. Antler Drive, Redmond, Oregon 97459, (541) 504-2011, jessica.macclanahan@redmondoregon.gov, or assigned designee upon individual's absence. City shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall perform the work described in Exhibit A.
2. State will perform all right of way functions and shall enter into a separate Right of Way Services Agreement between City and State Right of Way, referencing this Agreement number.
3. Upon completion of the Project, State shall transfer by deed, and City shall accept, that property acquired by the State for the construction phases of the Project and the right of way behind curbs along OR126/Ochoco Highway from S 1st Street to SE Evergreen Avenue. Any property being conveyed shall be vested in City only so long as property is used for public transportation purposes. If the property is no longer used for public transportation purposes, it shall automatically revert to State.
4. State shall be responsible for 100 percent of power costs associated with the luminaires installed as a part of this Project. State shall require the power company to send invoices directly to State.
5. State shall install and maintain at its sole expense all traffic control devices, signs and luminaires, not covered by other agreements with the City. City shall have no liability for maintenance of any said traffic control devices.
6. State shall assume full responsibility, except for City Obligations paragraph 6, for traffic control devices, including signs and luminaires, installed under this agreement.
7. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
8. State's Project Manager for this Project is Cari Charlton, Resident Engineer – Consultant Projects, 63055 N Highway 97, Bend, Oregon 97703, (541) 815-6831, cari.charlton@odot.oregon.gov or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:
 - a. If City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. **Americans with Disabilities Act Compliance:**
 - a. When the Project scope includes work on sidewalks, curb ramps, transit stop, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and
 - b. City shall ensure that any portions of the Project under City's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, City ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by City identifying sidewalk, curb ramp, transit stop, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. City, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - c. Maintenance obligations in this section shall survive termination of this Agreement.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State, City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party(ies) in writing of the Third Party Claim and deliver to the other Party(ies) a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with City (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses

(including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. As federal funds are involved in this Agreement, EXHIBITS B and C are attached hereto and by this reference made a part hereof, and are hereby certified to by Parties' representative.
10. City, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for City's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon City's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of City, 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.

11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
12. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #20167) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

CITY OF REDMOND, by and through its
elected officials

By _____
Keith Witcosky, City Manager

Date _____

**LEGAL REVIEW APPROVAL (If required
in City's process)**

By _____
City's Counsel

Date _____

City Contact:

Jessica MacClanahan - Engineer
243 E. Antler Drive
Redmond, Oregon 97459
(541) 504-2011

jessica.macclanahan@redmondoregon.gov
v

State Contact:

Cari Charlton, Resident Engineer –
Consultant Projects
63055 N Highway 97, Bldg M
Bend, Oregon 97703
(541) 815-6831
cari.charlton@odot.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Delivery and Operations Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 4 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General (If Over
\$150,000)

Date _____

EXHIBIT A
Image 1 of 7

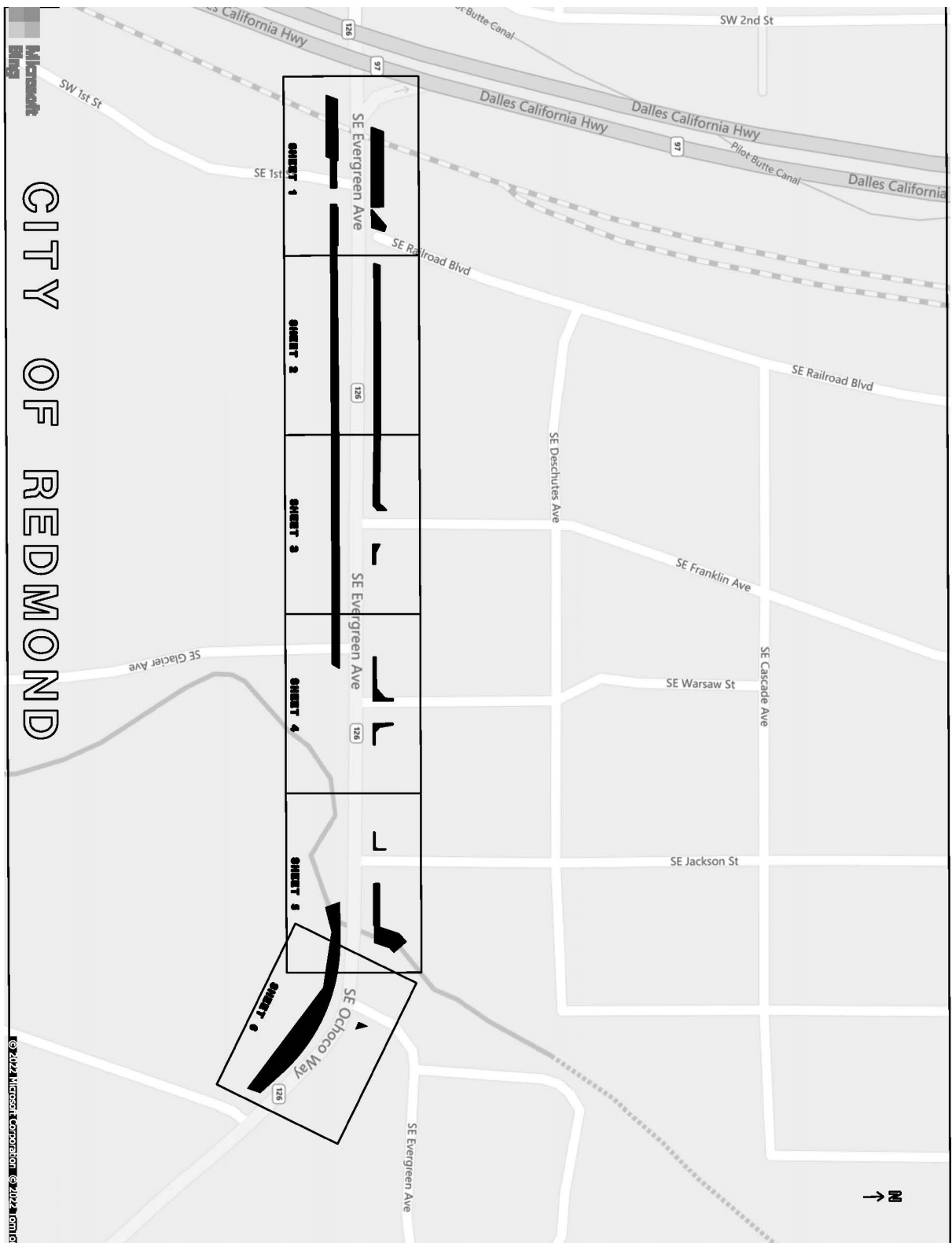


EXHIBIT A – continued
(Image 2 of 7)

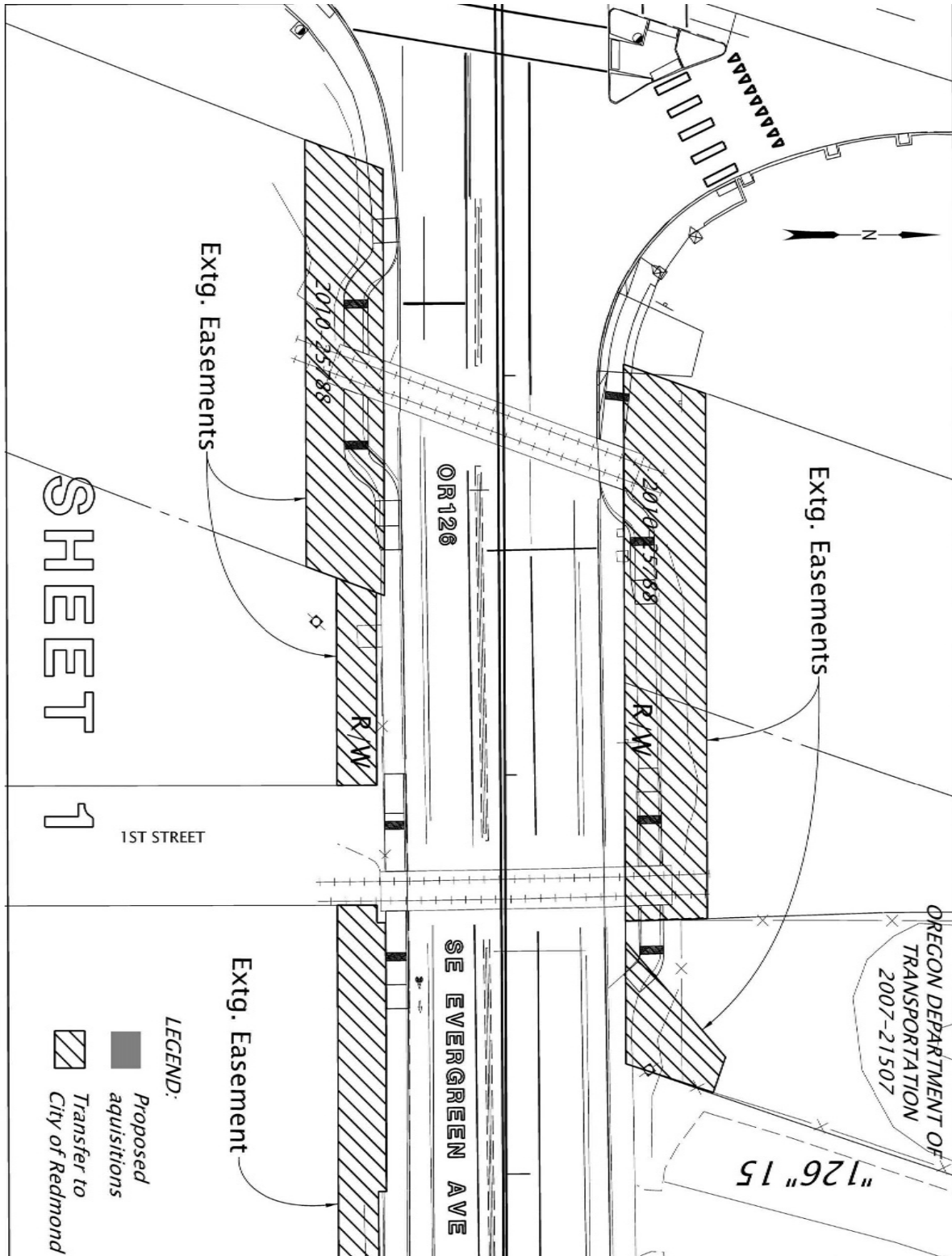


EXHIBIT A – continued
(Image 3 of 7)

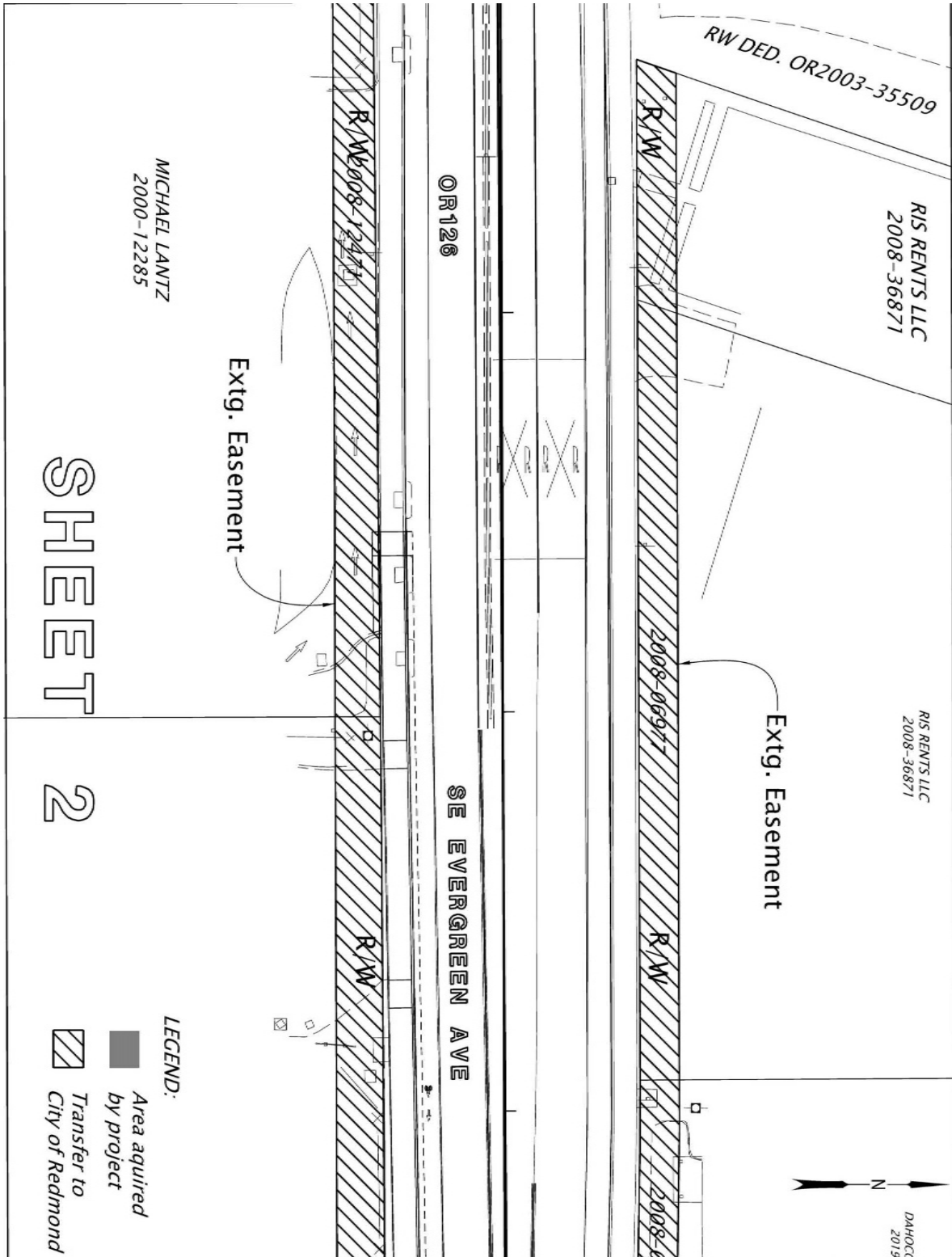


EXHIBIT A – continued
(Image 4 of 7)

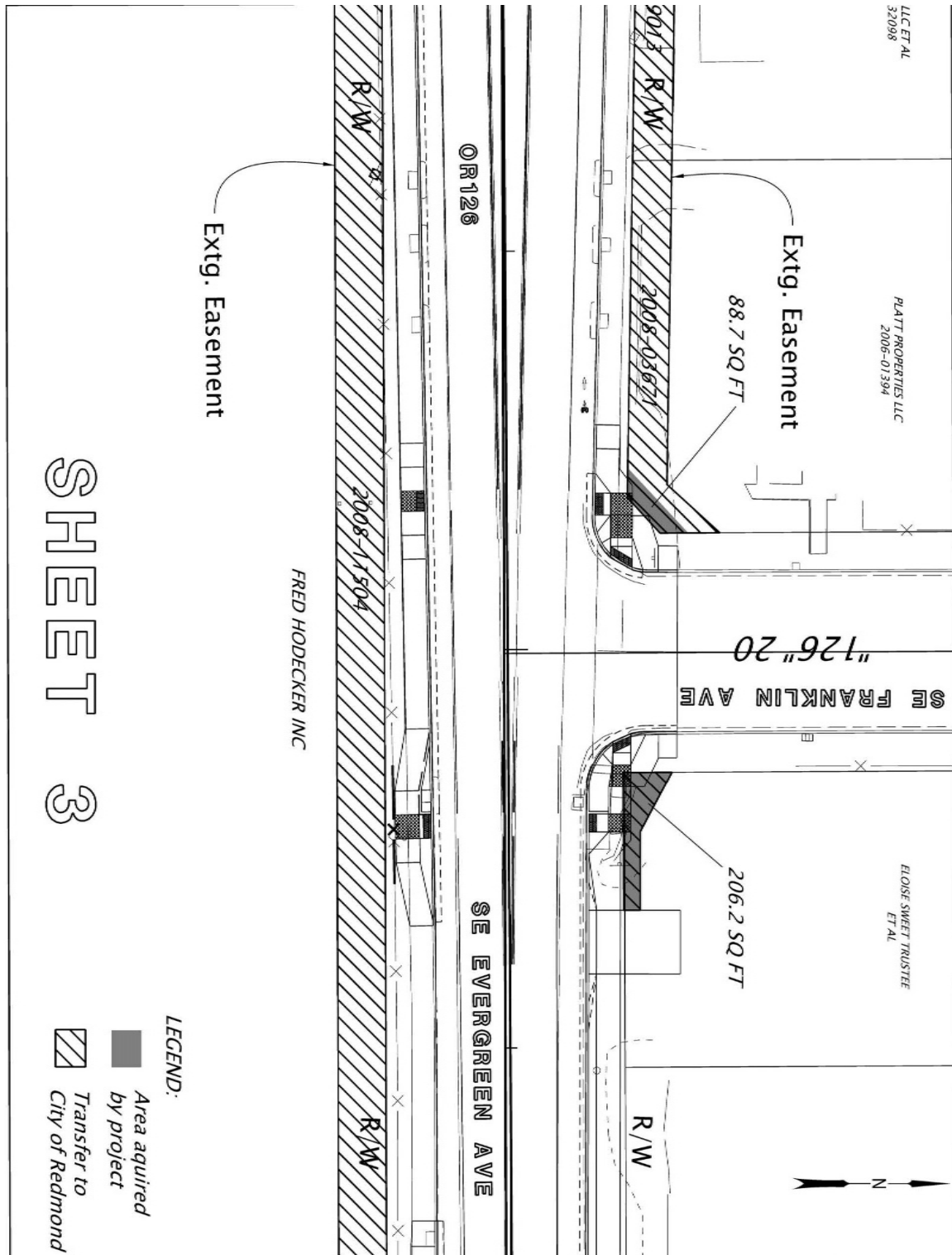


EXHIBIT A – continued
(Image 5 of 7)

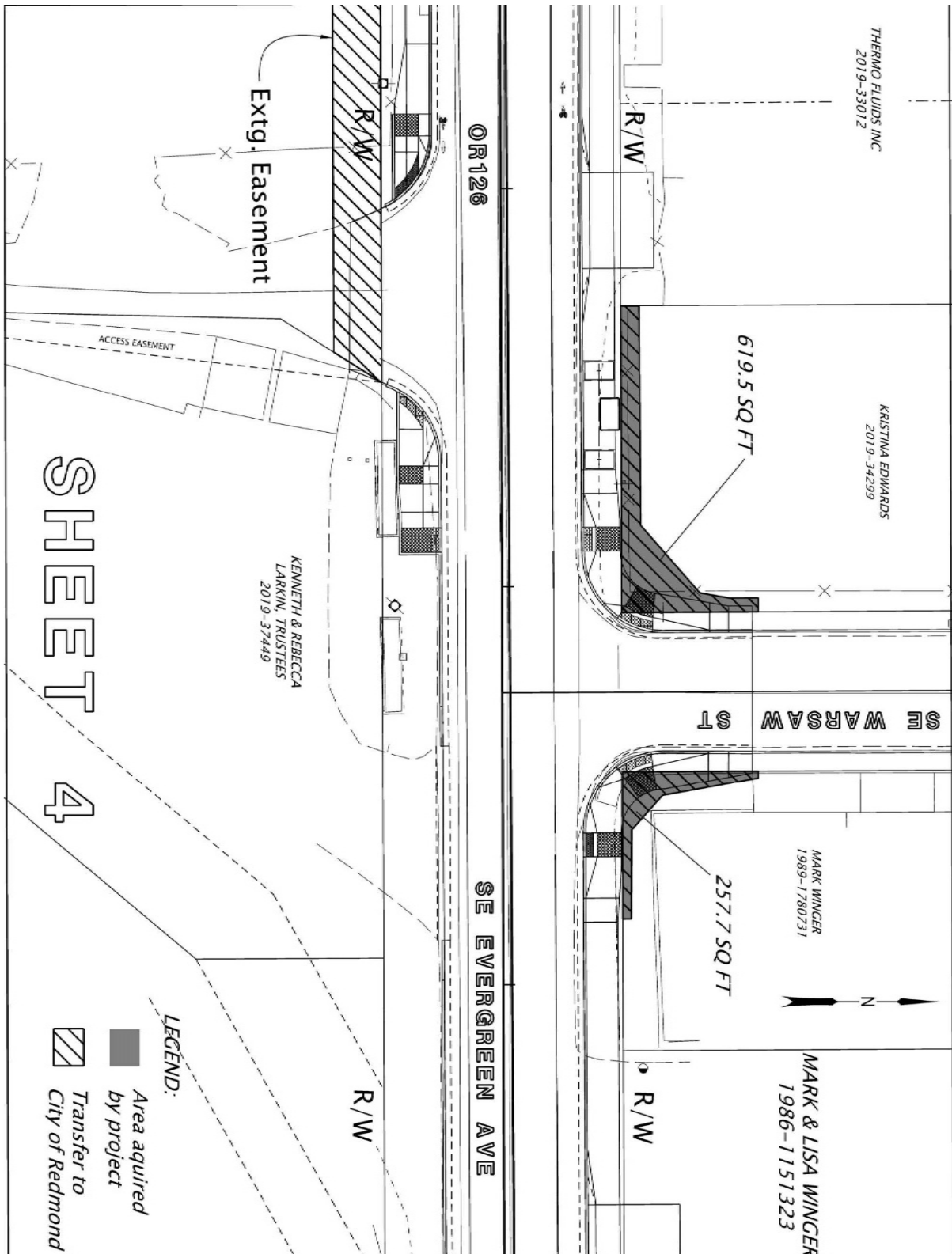
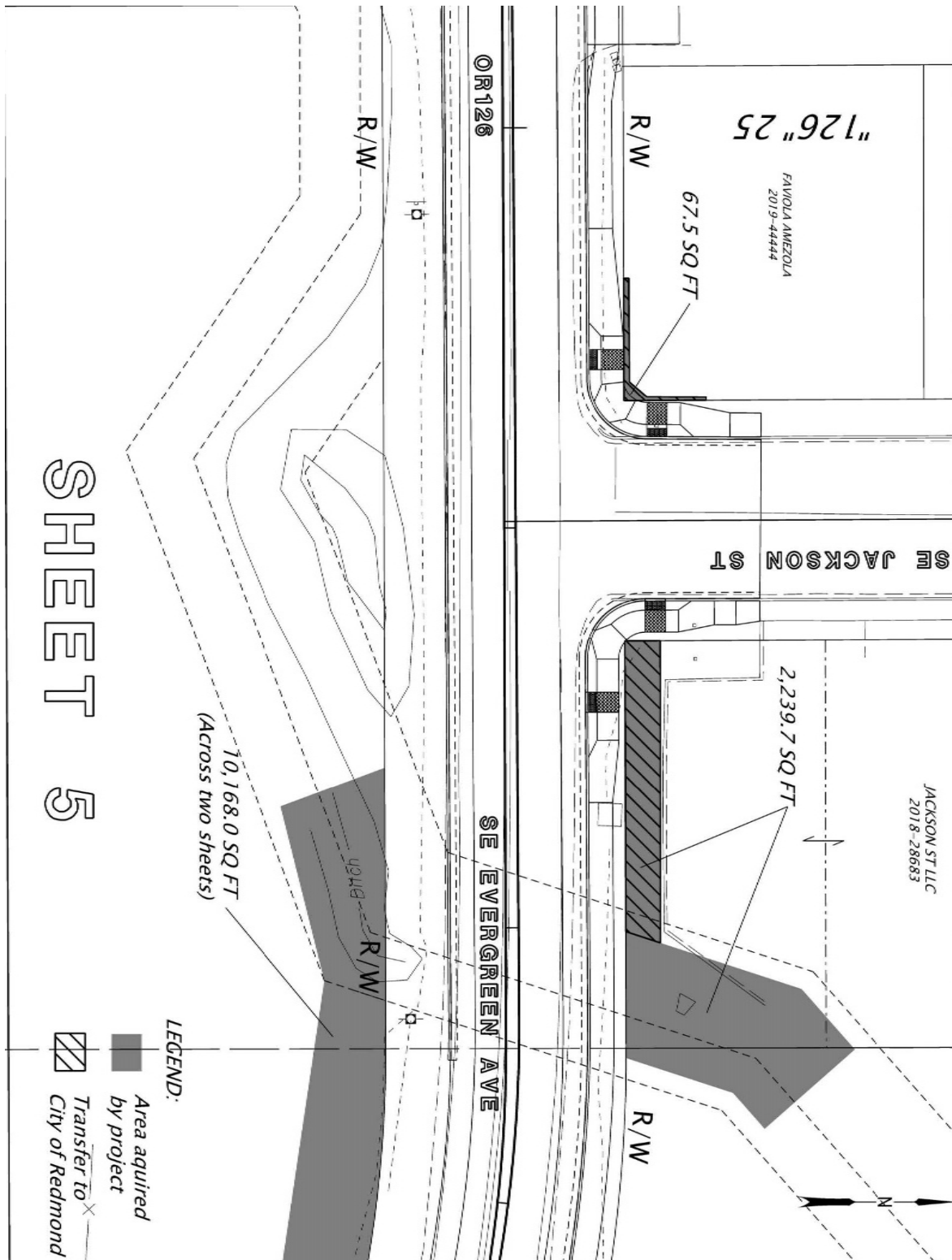
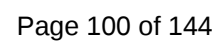


EXHIBIT A – continued
 (Image 6 of 7)





For purposes of Exhibits B  references to Department shall mean State, references to Contractor shall mean City and references to Contractor shall mean Agreement.

EXHIBIT B CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or City;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating City, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false

information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction",

"participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-2710) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or City entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that

which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or City with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or City with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent

person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or City with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or City.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the

full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a

program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and

will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS
ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the City has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the City agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If

City of Redmond/Oregon Department of Transportation
Agreement No. 73000-00006091

a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal City, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding

of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal City, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM
REQUIREMENT CONTACT OFFICE OF
CIVIL RIGHTS AT (503)986-4354.



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: July 19, 2022
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: Jessica MacClanahan, City Engineer
SUBJECT: Resolution #2022-23: A resolution adopting amendments to the City of Redmond 2010 Public Works Standards and Specifications.

Addresses Council Goal:

6.C. Invest in the use of public participation and community engagement in public policy decisions.
7. Comprehensive Planning - Enhance the quality of life through the adoption of programs, policies, and standards that manage the growth while maintaining Redmond's small-town feel.

Report in Brief:

This item requests City Council approve changes to the City's Blasting Standards contained in the Public Works Standards and Specifications (PWSS) and receive public input.

Background:

Recent citizen concerns about blasting in residential neighborhoods highlighted the need for the City to develop more detailed blasting standards and review procedures. At Council's direction, staff created a Draft #1 of proposed blasting specification updates and solicited community input on the proposed changes. On June 7, Council received testimony from the community regarding Draft #1.

Council followed this with a second worksession on June 21, where a series of panel discussions provided opportunities for neighbors, subject matter experts, and the development community to further discuss the proposed changes.

A second draft was developed, released for public comment on June 30, and then discussed at a July 12, 2022, Council worksession.

At that meeting, public testimony occurred, and final direction was provided to staff to make a few more changes and bring forward a third draft that could be approved, through resolution, at the July 19, 2022, Council meeting.

Discussion:

Fiscal Impact:

There is no direct fiscal impact with this action. Operationalizing the new standards will require time from the City Engineering Department.

Alternative Courses of Action:

1. Approve blasting standards via resolution.
2. Modify July 19 draft and approve blasting standards via resolution
3. Take no action and request additional changes to the July 19 draft.

Recommendation / Suggested Motion:

"I move to adopt Resolution 2022-23"



CITY OF REDMOND
Engineering Department

243 E. Antler Ave
Redmond, OR 97756-0100

(541) 504-2002
Fax: (541) 923-4035
info@ci.redmond.or.us
www.ci.redmond.or.us

MEMO

TO: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Jessica MacClanahan, City Engineer
DATE: July 14, 2022
SUBJECT: Draft #3 - Updated Requirements for Blasting

BACKGROUND

In 2022, citizen concerns about blasting in residential neighborhoods highlighted the need for the City to develop more detailed blasting standards and review procedures.

At the direction of City Council, staff created a Draft #1 of proposed blasting specification updates and solicited community input on the proposed changes. On June 7, Council received testimony from the community regarding Draft #1.

On June 21, a second Council worksession occurred. A panel discussion format was used which provided opportunities for neighbors, subject matter experts, and the development community to further discuss the proposed changes. Direction was given after this worksession for modification to the draft Standards and Specifications for blasting.

On July 12, staff presented Draft #2 for additional discussion of the proposed changes. At the conclusion of that meeting, Council directed staff to make additional changes to the draft specifications based on discussion and public testimony and present a final draft to Council for adoption by resolution on July 19. As part of this work, the Fire Marshal blasting permit will be revised to align with these final blasting specifications.

This document is organized as follows:

- Methodology for Proposed Standards
- Proposed new standards
- Appendices:
 - A: Previous City Blasting Standards (replaced in their entirety)
 - B: ODOT Blasting Standards
 - C: Redmond Fire Blasting Permit Requirements
 - D: Example, City Standard/Template Door Hanger (to be refined as needed by staff going forward)
 - E: Example, City Standard/Template Pre-Blast Survey Form (to be refined as needed by staff going forward)
 - F: Example, City Standard/Template Notification Letter (to be refined as needed by staff going forward)

METHODOLOGY

The Oregon Department of Transportation (ODOT) has comprehensive blasting standards (Section 0335 of the Oregon Standard Specifications for Construction) that can be incorporated into the City's Public Works Standards and Specifications. The City currently incorporates other sections of ODOT's standards such as asphalt pavement quality by reference and modifies them with Redmond specific provisions and conditions as appropriate.

A copy of Section 00335 is attached as Appendix B.

The mechanism for making these changes is done through what are called Special Provisions to the Public Works Standards and Specifications.

RECOMMENDATIONS

Standards and Specifications: Propose to add the following section:

102 BLASTING

102.1.00 DESCRIPTION

This work consists of excavating in rock using controlled blasting methods to facilitate trench excavation for utilities and dry wells or to remove rock for construction of road grades or structures. This Section shall be used in tandem with the Redmond Fire and Rescue District Explosive Blasting Permit issued by the Redmond Fire Marshal, and with other Fire Marshal requirements. In the event of conflicts between the Fire Marshal Blasting Permit and these Standard Specifications, the more stringent requirement applies unless approved by the City Engineer and Fire Marshal.

In addition to what is set out by federal, state or local laws, as a matter of quality assurance elements associated with these Standards, the following measures will apply:

Process Step/Task

Review of Personnel Qualifications
 Blasting Plan Review
 Inspection/Survey Requirements
 Door Hangers
 Informational Flier/FAQ

Quality Assurance

Redmond Fire
 Redmond Fire
 City Standard/Template
 City Standard/Template
 City Standard/Template

Minimum general standards for blasting shall meet the requirements of Section 00335 Blasting Methods and Protection of Excavation Backslopes of the Oregon Standard Specifications for Construction, current edition, with the following modifications and additions. In the event of a conflict between the ODOT Standards and these regulations, these regulations shall control:

ADD the following Section: 00335.02 Qualifications of Blasting Personnel

- Provide the services of an independent, qualified Blasting Consultant, experienced in controlled blasting techniques for similar works, to prepare blasting plans, to guide the installation of blasting seismographs, and to coordinate and/or perform the interpretation of recorded results. The Blasting Consultant shall have at least 10 years of experience and demonstrate satisfactory experience on 5 similar projects. The Blasting Consultant shall be an approved Blasting Consultant for ODOT projects. These projects must include blasting within 100 feet of occupied dwellings. The Blasting Consultant shall not be an employee of the Contractor, explosives manufacturer, or explosives distributor. Submit the Blasting Consultant name and qualifications to the Fire Marshal as part of the blasting permit. All blasting plans, including revisions, shall be approved, in writing, by the Blasting Consultant. The City may waive the requirement for a Blasting Consultant on a particular project if, in the City's sole discretion, the scope and complexity of the project do not warrant the participation of a Blasting Consultant. Such a waiver will not preclude the City from requiring the subsequent engagement of a Blasting Consultant if, in the City's sole discretion, such participation would be advisable in the event of blasting-related problems or issues.
- The Contractor shall use experienced, competent Blasting Superintendents (Blasters-In-Charge) for all blasting operations. All blasting operations shall be under the direct supervision of a Blaster-In-Charge, who shall be present at the blast site whenever explosives are being handled. All Blasters-in-Charge shall have at least 10 years of experience and be able to demonstrate satisfactory experience on at least 5 similar projects, including blasting within 100 feet of occupied dwellings or other structures if close-in blasting is part of the Project. All Blasters-in-Charge shall be properly qualified and licensed in accordance with applicable federal, state, and local regulations. The Contractor shall not allow prohibited persons as defined by the BATF (27 CFR Part 555) to transport, handle, or use explosive materials.

- The Contractor shall use experienced and qualified personnel for conducting pre-blast condition surveys. Personnel conducting pre-blast surveys shall have at least 5 years of experience in conducting pre-blast condition surveys of structures and be able to demonstrate satisfactory experience on at least 3 similar projects. Personnel conducting pre-blast surveys shall be the employees of a firm regularly engaged in conducting such surveys and shall not be an employee of the Contractor or any explosives manufacturer or distributor.

ADD the following Section: 00335.03 Blasting Influence Zones

For purposes of this regulation, separate Blasting Influence Zones are defined for pre-blasting notifications, blast seismograph monitoring, and pre-blast surveys, as given in Table 1 below. All distances are straight-line distances from the closest blast hole in any given pattern.

TABLE 1 – BLASTING INFLUENCE ZONES

Charge per Delay ⁽¹⁾ (lb)	Notification Distance ⁽²⁾ , feet	Monitoring Distance ⁽³⁾ , ft	Pre-Blast Surveys ⁽⁴⁾ , ft
<7	200	175	150
7-17	300	250	200
18-49	500	425	350
50-100	700	600	500
100-250	1,100	950	800
>250	1,500	1,200	1,000

Notes

- (1) Charge per delay means the maximum total charge occurring within:
 - a. Any 8-millisecond delay interval when using nonelectric or electric methods of initiation
 - b. Any 3-millisecond delay interval when using electronic (digital/programmable) methods of initiation
- (2) Notify utility operators and the owners and occupants of all habitable structures within this radius.
- (3) Where the closest structure or utility is further than the distance shown, place one (1) blasting seismograph at the closest structure or utility. When the closest structure or utility is closer than the radius shown, place one (1) blasting seismograph at the closest structure or utility and at least one (1) additional seismograph at a point as close to the radius given as is practicable. Where the City, in its sole discretion, identifies special circumstances or complications, the City may require additional seismographs to be used. For Test Blasting (ODOT 0035.40(f) as modified herein), an array of seismographs approved by the City shall be used at varying distances.
- (4) At a minimum, conduct pre-blast surveys at all habitable dwellings, outbuildings, flatwork and other above-ground structures pursuant to the requirements of this Regulation, that occur within this radius.

**DELETE Section 00335.40(c) in its entirety and REPLACE with the following:
Section 00335.40(c) Pre-blast/Post-blast Inspections**

Pre-blast inspections are required for existing residences and other structures or facilities within the blasting influence zone, as defined in Table 1 per 00335.03 above. Inspections shall be completed by qualified personnel as stated in 00335.02 above, using a City-approved inspection form. Notification of pre-blast inspections shall be made not less than 14 days prior to the first blast and shall include information about the inspection process and contact information for the contractor and third-party inspection firm. Notification shall be made in writing transmitted to the property owner, as well as to the occupant if the occupant is not the owner. If there is no response, a second attempt shall be made, also in writing. A Blasting Survey Log of notifications attempted, along with survey acceptance or refusal, shall be maintained that identifies the address, owner, occupant, and date and manner of contact. The Blasting Survey Log shall be available for review by any duly authorized representative of the City or Redmond Fire within 72 hours of the request by the City or Redmond Fire.

In the event any property owner denies access for the survey of structures, a signed statement shall be sought from the property owner declaring that they decline the pre-blast inspection of their property. If the property owner, or occupant if different from the property owner, refuses to allow a pre-blast survey, the Blasting Survey Log shall show the date, time, manner, and reasons (if known) for the refusal. If the property owner refuses to sign a statement declining a pre-blast survey, the log shall show the date, time, and manner of the refusal.

Inspections shall include documentation of interior subgrade and above grade accessible walls, ceilings, floors, roof, and visible exterior as viewed from grade level. It will detail the existing condition of structures or facilities by notes, sketches, and videotape or photographs. Existing crack damage, other structural problems or defects occurring inside and outside the structure or facility shall be thoroughly documented. Sufficient information and documentation shall be included that the location and scale of each recorded defect can be ascertained.

As construction progresses, re-inspect, as often as necessary and upon receipt of any complaints, to determine if blasting methods are causing any new damage.

The Contractor shall respond to all complaints or allegations, whether written or verbal, of blasting damage within 72 hours of the first such notification or allegation and shall arrange for post-blast inspection(s) to inspect the alleged damage promptly thereafter. Post-blast surveys shall be performed by qualified third parties and documented with measurements, notation and photos or videos of the damage that will allow comparison with the pre-blast documentation, if any. Contractor shall promptly repair or replace any blasting-caused damage to structures or facilities to a condition equal to or better than the pre-blasting condition. Any such complaints, allegations, repairs or replacements shall be noted in the Blasting Survey Log.

The pre-blast and post-blast survey notation and imagery files shall be maintained in a secure manner by the third-party pre-blast survey firm. Copies of the inspection reports,

including the photos or videos taken, shall be made available to the City, Redmond Fire, and/or the property owner within 72 hours upon request.

The City will be indemnified and held harmless from any liability for damage or injury caused by the Contractor's blasting operations.

Contractor shall contact utilities that may be impacted by blasting to determine if closed circuit television (CCTV) video inspection of sanitary and storm sewer manholes, inlets and lines is needed before and/or after blasting and if (for gas lines) leak monitoring is required. Utilities damaged from blasting activities shall be repaired and/or restored at the expense of the Contractor.

**DELETE Section 00335.40(d) in its entirety and REPLACE with the following:
00335.40(d) Blasting Plan and Fire Marshal Permit**

Blasting permits shall be obtained a minimum of 14 days prior to blasting from the Redmond Fire and Rescue District Fire Marshal, which can be found at: *redmondfireandrescue.org*. Blasting plans shall be included in the permit application as outlined below.

Each plan shall cover individual major Rock cut areas or Rock production from a material source. Similar minor Rock cut areas of less than 50 cubic yards, as well as utility and culvert trenches, may be covered as a group in one generalized blasting plan.

The blasting plans will be submitted to and reviewed by the Fire Marshal for conformance with the Specifications and any concerns will be discussed with the Contractor. The City Engineer may also review blasting plans in tandem with the Fire Marshal, at the City's and Fire Marshal's discretion. Submit any proposed changes to the blasting plans in writing to the Fire Marshal for review before implementation. Submittal of blasting plans is for quality assurance and record-keeping purposes. Review of blasting plans by the City or Fire Marshal does not relieve the Contractor of full responsibility for the accuracy and adequacy of the plans and the resulting safety when implemented in the field. For blasting within 100 feet of a structure, the City retains the right, at its discretion, to utilize the services of a third-party blasting consultant to verify the safety and appropriateness of the Plan, and to require additional detailed blasting plans and information specific to each individual shot.

Each blasting plan shall contain the full details of the drilling and blasting patterns, methods to reduce vibration, flyrock, and noise; blast area security measures and traffic control that the Contractor proposes to use; and the following information:

- Station limits of proposed shot.
- Removal of overburden.
- Plan and Cross Section diagrams of proposed drill pattern for controlled and production blast holes including buffer rows, free face, burden, blast hole spacing, blast hole diameters, blast hole angles, lift height and sub drill depth. Accurately draw to scale and show each cut area to be blasted.
- Loading diagram showing the type, amount and specific gravity of explosives, primers, and initiators; and location, depth, and type of stemming; and deck loading if any.

- Initiation sequence of production and controlled blast holes including delay times and delay system.
- Manufacturer's product data sheets for all explosives, primers and initiators to be used in the Work.
- Map showing where blast will occur, distance to structures, notification perimeter and structures that will be offered pre-blast inspections. Distance from blast shall be the distance from the structure to the closest drillhole where blasting materials will be placed. Perimeter for notification shall be measured from the full extent of the blasting.
- Proposed seismograph locations.

Blast plan shall be modified as necessary once drilling is complete to account for subsurface materials that may influence blasting results. Submit blasting plan changes and reasons for the changes to the Fire Marshal.

Blasting plan shall clearly identify measures taken to avoid damage to any structures or utilities within 100 feet.

**DELETE Section 00335.40(e) in its entirety and REPLACE with the following:
00335.40(e) Blasting Notification**

Notify all owners and occupants of buildings, Structures, and utilities that are within the Influence Zone per Table 1 in 00335.03. Owners of record of property are those shown on the most recent property assessment roll of property. Occupants are those currently residing at the property. Pre-blast notification is required to all properties within the blasting influence zone as specified above unless geologic conditions (as determined by drilling blast holes and/or conventional geotechnical investigations) warrant a larger radius.

Pre-blast notification shall occur on the following timeline:

- No less than 14 calendar days prior to first scheduled detonation, notification shall be mailed to property owner (and to the structure address if different) and door hanger placed at each address.
- 48 hours prior to first scheduled detonation and any subsequent detonations, notification shall be by direct contact or door hanger.
- Day of blast notification shall be by direct contact or door hanger prior to all detonations.

All notifications shall contain proposed blasting schedule, location where blasting will occur, and contact information for the developer, general contractor and blasting contractor. Contractors shall use the City standard door hanger template and notification letter as part of the notification requirements (see Appendix for details).

ADD the following to Section 00335.40(f) Blasting Test Sections:

The need for blasting test sections shall be evaluated in the Blasting Plan and based on complexity of blast and/or distance to structures or facilities. The City may, at its sole discretion, require test blasts for any project.

ADD the following: Section 00335.46 Vibration Control and Monitoring

Control ground vibrations by using properly designed blast hole patterns, delay sequences, stemming, and allowable charge weights per delay. Base the allowable charge weights per delay on ground vibration levels which will not cause damage. Establish allowable charge weights per delay by carrying out test blasts and measuring ground vibration levels. Follow any recommendations given by the Blasting Consultant. When recommended, perform test blasts according to 00335.40(f), modified as required to limit ground vibrations to a level which will not cause damage.

Monitor each blast with an approved seismograph located, as approved, between the blast area and the closest Structure, facility, or utility subject to blast damage, in accordance with the distances given in Table 1 in 00335.03. Utilize additional seismographs as provided in this Standard. The seismograph(s) used shall be capable of recording particle velocity for three mutually perpendicular components of vibration in the range generally found with controlled and production blasting.

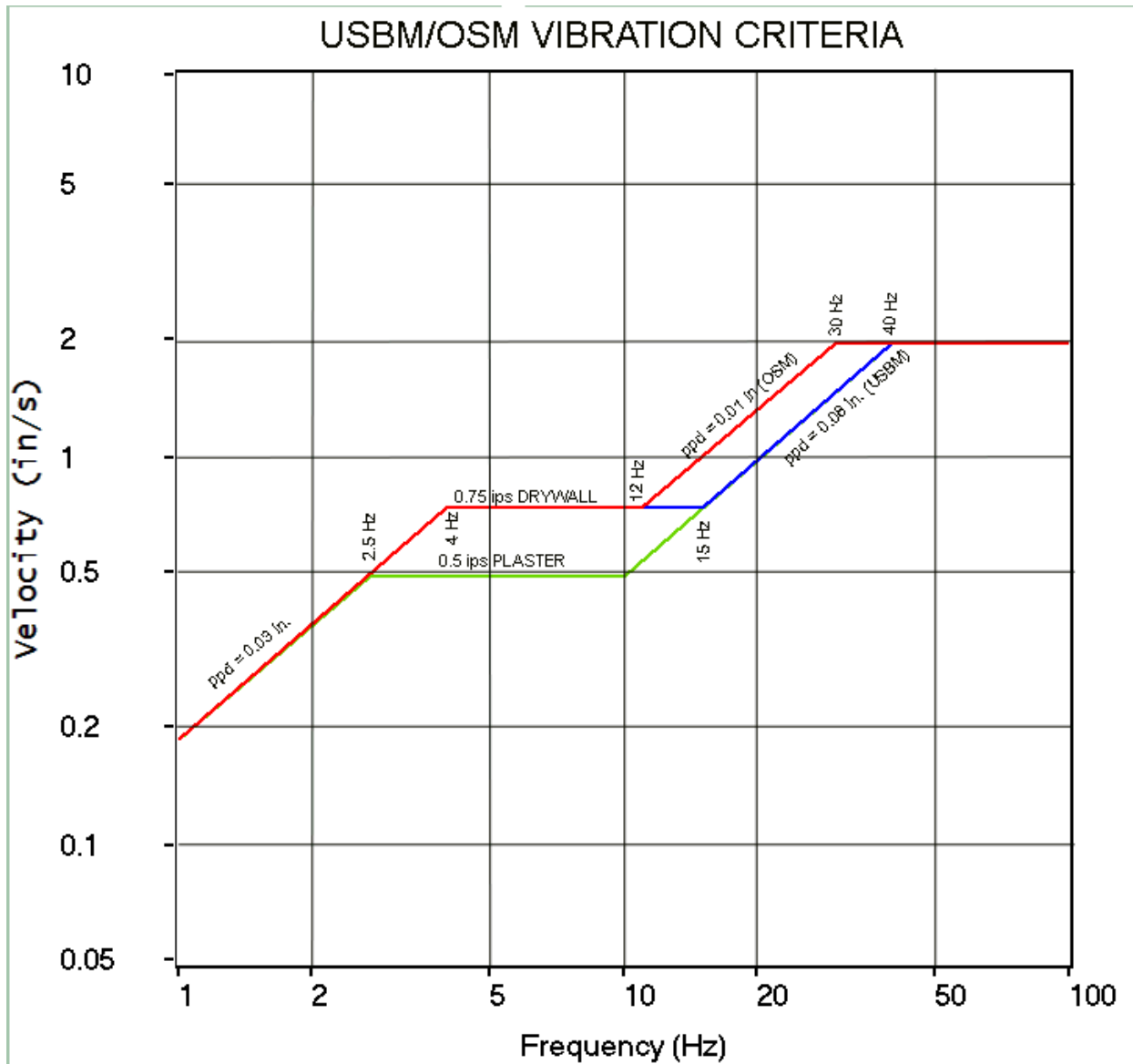
Operate the seismographs according to the guidelines of the International Society of Explosives Engineering Seismograph Section, titled ISEE Field Practice Guidelines for Blasting Seismographs. The applicable guidelines are those contained in the current publication on the date the Project is advertised.

Do not allow peak particle velocity of each component to exceed the safe limits of the nearest Structure subject to vibration damage as follows:

Structure	Maximum Peak Particle Velocity at the Structure (Inches/Second)
Standard Construction Timber Frame, Brick.....	refer to Figure 1
Reinforced Concrete Structures	4.0
Steel Structures	4.0
Buried Utilities.....	6.0
Wells and Aquifers.....	2.0
Green Concrete (Less than 7 Days).....	1.0

If the vibration levels exceed the limits, immediately report the measurements to the Engineer.

FIGURE 1



SPECIAL PROVISIONS TO THE 2010 PUBLIC WORKS STANDARDS AND SPECIFICATIONS

Development Provisions Section 18.8: This section will be deleted and replaced with the new Section 102:

18.8.00 BLASTING

~~Where rock material is encountered which requires systematic drilling and blasting for removal, the Contractor shall furnish all necessary approved blasting certifications and licenses, tools, equipment, and materials required to perform the work. The Contractor shall comply with all Federal, State, and local laws that apply to the storage, handling, placement, and firing of all explosives.~~

~~The Contractor shall furnish additional insurance coverage as required by the City or any agency in addition to the basic coverage required by these specifications.~~

~~No blasting shall be permitted adjacent to any portion of exposed work or structures unless proper precautions are taken to assure that damage to adjacent property will not occur. All blasting shall be covered with blasting mats or other approved type of protective cover to prevent the scattering of rock fragments or other material to outside the excavation area and limits of the construction. The Contractor shall be responsible for any and all damage or injury resulting from the use or handling of explosives, and accidental or premature explosion that may occur in connection with Contractors' use of explosives.~~

~~Proper notification and ample warning shall be provided to all persons within the danger zone. Contractor's personnel shall be stationed at strategic locations a safe distance from the blasting zone to prevent persons and vehicles from entering the blasting area. Electrical blasting caps shall not be connected to the electrical source until the area is cleared of all personnel and the proper warning signals have been sounded.~~

~~Where blasting is proposed in the proximity of private property or residences that may be affected by vibrations, shaking, or seismic shocks, the Contractor shall be responsible to perform pre-blast surveys of all structures to determine the condition of walls, ceilings, floor slabs, or other surfaces in which cracking or movement may be induced by the blasting operations. All existing conditions shall be thoroughly documented and recorded by means of photographs and/or video recordings to establish pre-blast conditions and existing damage. Following the blasting operations, the Contractor shall perform a follow up survey of those affected properties to determine if any shifting, cracking, settlement, or other damage was induced by the blasting. Contractor shall promptly repair or replace any damaged structures to a condition equal to or better than that found in the pre-blast survey. The City will be indemnified and held harmless from any liability for damage or injury caused by the Contractor's blasting operations.~~

~~Public utilities (utilities) located within the blast area must be identified and notified 72 hours prior to blasting. Contractor shall perform pre-blast survey and inspections of~~

~~identified utilities including closed circuit television (CCTV) video inspection of sanitary and storm sewer lines. Utilities damaged from blasting activities shall be repaired and/or restored at the expense of the Contractor.~~

Oregon Standard Specifications for Construction

2021

**OREGON DEPARTMENT OF TRANSPORTATION
4040 FAIRVIEW INDUSTRIAL DRIVE SE
SALEM, OREGON 97302-1142**

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Section 00335 - Blasting Methods and Protection of Excavation Backslopes

Description

00335.00 Scope - This Work consists of excavating in Rock using controlled blasting methods to achieve smooth, uniform and unfractured backslopes, and produce a free surface or shear plane in the Rock along the specified excavation backslope, and production blasting to facilitate excavation.

00335.01 Definitions:

Buffer Row - In multiple-row blasts in which perimeter control blasting techniques are used, the first row of production holes immediately adjacent to and drilled along a plane parallel to the perimeter control blast line. The buffer row is located between the production holes and the perimeter controlled blast line.

Perimeter Controlled Blasting - The use of explosives and blasting accessories in carefully spaced and aligned drill holes. Perimeter controlled blasting techniques include presplitting and trim (cushion) blasting.

Presplitting - A perimeter control blasting method in which the perimeter row of blast holes are drilled along the plane of the specified final excavation backslope and that utilizes reduced drill hole spacing and reduced diameter explosives decoupled from the drill hole wall, and whose initiation precedes the initiation of the adjacent production holes by a minimum of 25 milliseconds.

Production Blasting - Fragmentation blasting in the main excavation area, usually using more widely spaced drill holes than controlled blast holes

Trim (Cushion) Blasting - A perimeter control blasting method in which the initiation of the perimeter row of blast holes drilled along the plane of the specified final excavation backslope follows the initiation of the adjacent production holes within 25 to 75 milliseconds, if production holes are being employed in the blast.

Materials

00335.10 Materials - Furnish all explosives and blasting caps that are no more than 1 year old. Each blasting cap period shall come from one lot number.

Construction

00335.40 Blasting Methods:

(a) General - Use methods in making excavations that do not shatter or loosen the backslopes and that produce smooth and uniform excavation slopes at the specified Slope angles. These include:

- **Perimeter Controlled Blasting** - Use on the entire length of cut section in Rock or cemented materials that have backslopes of 1V:0.75H or steeper, even if the main excavation can be ripped.
- **Production Blasting** - Blasting in the mass of Rock to be excavated shall be designed to control flyrock, minimize ground vibration and air blast, and result in loosened and fragmented in-place Rock of a size that can be removed, transported, or crushed to produce specified products. Lay out production blast holes in a consistent pattern that does not affect the perimeter control blast holes. Where production blast holes are made adjacent to Highways with specified closure restrictions, the volume of material blasted shall not exceed the

Contractor's ability to remove the blasted material from the adjacent Highway within the specified closure time.

(b) Safety and Flyrock Control - Use techniques that effectively limit and control flyrock. Clear the site of all boulders or other material as directed prior to beginning blasting Work. Following every blast, observe the entire blast area for a minimum of 5 minutes before reentering or commencing Work in the area.

Be responsible for the storage, transportation, and handling of explosives, their use, and the results of all blasting operations according to 00170.94.

Cover all blast areas that are within 200 feet of residences, facilities or above-ground utilities using appropriate blast containment mats or an approved equivalent method.

Discontinue blasting operations, as directed, if it is apparent that the methods employed are not producing acceptable results or the safety of the public, the Contractor's employees or adjacent property is being jeopardized.

(c) Preblast Survey - Offer, in writing, to perform a preblast survey for owners and occupants of all buildings, Structures, and utilities within the distance of the blast specified in 00335.40(e). If the offer is accepted, use an Agency-approved survey form, signed and completed by an independent third party, and submitted to the Engineer and Contractor at least 72 hours before blasting begins. Deliver a copy of the survey form and copies of any photos taken to the owners and occupants.

(d) Blasting Plan - Provide a separate blasting plan for each cut that requires blasting, prepared by a person qualified and experienced in blasting Work. Each plan shall cover individual major Rock cut areas or Rock production from a material source. Similar minor Rock cut areas of less than 50 cubic yards, as well as utility and culvert trenches, may be covered as a group in one generalized blasting plan.

Submit the blasting plans for the Engineer's review at least 21 Calendar Days before beginning drilling for excavations or when any perimeter controlled blasting is required.

The blasting plans will be reviewed for conformance with the Specifications and any concerns will be discussed with the Contractor. Submit any proposed changes to the blasting plans in writing to the Engineer for review before implementation. Submittal of blasting plans is for quality control and record-keeping purposes.

Review of blasting plans by the Engineer does not relieve the Contractor of full responsibility for the accuracy and adequacy of the plans and the resulting safety when implemented in the field.

Each blasting plan shall contain the full details of the drilling and blasting patterns, vibration, flyrock, and noise reduction methods, blast area security measures and traffic control that the Contractor proposes to use, and the following information:

- Station limits of proposed shot.
- Removal of overburden.
- Plan and Cross Section diagrams of proposed drill pattern for controlled and production blast holes including buffer rows, free face, burden, blast hole spacing, blast hole diameters, blast hole angles, lift height and sub drill depth. Accurately draw to scale and show each cut area to be blasted.
- Loading diagram showing the type, amount and specific gravity of explosives, primers, and initiators, and location depth, and type of stemming.

- Initiation sequence of production and controlled blast holes including delay times and delay system.
- Manufacturer's product data sheets for all explosives, primers and initiators to be used in the Work.

(e) Blasting Notification - Notify all owners and occupants of buildings, Structures, and utilities that are within the following distances of the blasting areas:

- 300 feet for shots using less than 50 pounds of explosives per time delay of 15 milliseconds.
- 600 feet for shots using between 50 and 250 pounds of explosives per time delay of 15 milliseconds.
- 1,250 feet for shots using more than 250 pounds of explosives per time delay of 15 milliseconds.

Provide notification, in writing, once, at least 48 hours before blasting begins, and again on the Day the blasting operations occur.

Do not begin detonation of the blast until the Agency representative is ready to videotape the blast, or until the Engineer is prepared to witness the blast.

(f) Blasting Test Sections - Demonstrate the adequacy of each proposed blasting plan by means of test shots in each cut or excavation before beginning full-scale blasting. Do not proceed with remaining drilling and blasting until acceptable test blast results have been demonstrated to the satisfaction of the Engineer.

In areas where perimeter controlled blasting techniques are being employed, drill and blast short representative test sections not exceeding 100 feet in length. Excavate a section not less than 20 feet wide exposing the full height of the lift for examination. In areas where no perimeter controlled blasting techniques are being employed, determine effectiveness of the test section based on the material placement, cut slope stability, fragmentation and control of ground vibration, air blast and flyrock.

Do not drill ahead of the test blast area, except as provided in 00335.41(a)(6), until the test section has been evaluated. The Contractor may be directed to use test section lengths less than 100 feet.

If the results of the test shots are unacceptable revise the methods, techniques and procedures, at no additional cost to the Agency, so that the results achieved will be acceptable. No further drilling and blasting will be allowed until the revised methods are reviewed according to 00335.40(d) and verified by additional test shots.

If, during the progress of the Work, the methods of drilling and blasting do not produce acceptable results within the tolerances specified, drill, blast and excavate additional test sections until a technique is determined that will produce acceptable results.

(g) Blasting According to Plan - After the Engineer has reviewed the blasting plan and determined that test sections have demonstrated acceptable results, perform all perimeter controlled and production blasting according to the plan that produced acceptable results. Notify the Engineer when any changes in conditions or results are observed. On the Day of each blasting occurrence and before detonation of the blast, the supervisor or blasting specialist in charge shall certify, in writing, that the shots being carried out are consistent with the reviewed blasting plan.

(h) Blasting Report - Submit a blasting report detailing the blast outcome within 48 hours of making each blast. Include in the report the following:

- Drill logs and notes regarding conditions encountered in the drill holes, including a description of encountered subsurface conditions such as open joints, soft or fractured Rock zones, groundwater conditions, hole alignment, and drilling problems.
- Any variations from the submitted Blasting Plan, including any changes to explosives type or amount, loading dimensions, hole spacing, and initiation sequence and delay times.
- All blast monitoring documentation.
- A copy of the color video recording of the blast area(s), with sound, high definition (at least 1080p resolution, 24 fps), in a format commonly used for viewing with a computer or DVD player. The video recording must show an unobstructed view of the blast area, framed to show both above and below the blast area. Begin recording at least 10 seconds before the blast, and continue recording until there is no visible dust.
- A comment section that includes the Contractor's evaluation of the blast performance, any unusual conditions or situations during the blast, and any misfires.
- Details of all damage incurred and details of all neighbors' complaints or comments.

(i) Suspension of Blasting - If damage to existing facilities or adjacent property occurs due to blasting, immediately suspend blasting and report damage to the Engineer. Discontinue blasting operations if the methods of drilling and blasting do not produce acceptable results within the tolerances specified.

Before resuming blasting operations, revise the Blasting Plan and take other appropriate measures as necessary to correct the unacceptable blasting results. Submit the revised Blasting Plan to the Engineer. Do not resume blasting until authorized by the Engineer.

00335.41 Controlled Blasting Methods:

(a) Presplitting:

(1) Attach mechanical devices to all drilling Equipment used to drill the presplit holes to determine, within an accuracy of 1 degree, the angle at which the drill steel enters the Rock.

(2) Drill presplit holes with a minimum diameter of 2 1/2 inches and a maximum diameter of 3 inches.

(3) Start presplit drill holes along the presplit line within 3 inches of the dimensions shown on the blasting plan. Holes located beyond this tolerance will be rejected. Completely fill the rejected holes with stemming material at no additional cost to the Agency. Drill new presplit holes with the proper spacing. Rejected holes will not be measured for payment.

(4) Control the drilling operations to ensure that presplit hole alignment does not vary from the plane of the planned slope by more than 9 inches either parallel or normal to the slope. Presplit holes exceeding these limits will not be paid for unless, in the Engineer's opinion, satisfactory slopes are being obtained.

(5) The length of presplit holes for any individual lift shall not exceed 30 feet unless the Contractor can demonstrate to the Engineer's satisfaction that hole alignment can be maintained within the above tolerances. Upon satisfactory demonstration, and with written permission of the Engineer, the length of holes may be increased to a maximum of 60 feet. If more than 5 percent of the presplit holes are misaligned in any one lift, reduce the height of the lifts until the 9-inch alignment tolerance is met.

(6) Drill presplit holes a minimum of 30 feet longitudinally beyond the limits of the production holes to be detonated or to the end of the cut. Unless otherwise allowed by the Engineer in writing, remove all overburden, including any loose or decomposed Rock, before drilling the presplitting holes.

(7) When the cut height will require more than one lift, a maximum offset of 18 inches between lifts will be allowed to allow for drill Equipment clearance. Adjust the Slope angle of lower lifts to compensate for drill offsets and any drift that may have occurred in upper lifts.

(8) Use only explosives manufactured specifically made for presplitting in the presplit holes. The maximum diameter of explosives used in presplit holes shall not be greater than half the diameter of the presplit hole. Bulk ammonium nitrate and fuel oil (ANFO) will not be allowed in the presplit holes.

(9) Determine that the presplit hole is free of obstructions for its entire depth before placing charges. Exercise all necessary precautions so the placing of the charges will not cause caving of material from the walls of the holes.

(10) Detonation of explosives in each hole in a presplit shot may be delayed, providing the hole-to-hole delay is no more than 25 milliseconds.

(11) Drill the presplit holes with a minimum spacing of 10 times the presplit hole diameter, and a maximum spacing of 14 times the presplit hole diameter.

(b) Trim (Cushion) Blasting - When the horizontal distance from the new proposed slope face to the existing Rock face is less than 15 feet, the Contractor may trim blast instead of presplitting. The requirements in 00335.41(a) for presplitting also apply to trim blasting, by changing the words "presplit" and "presplitting" to "trim blasting". If trim blasting burdens are less than 6 feet or zones of weakness in the Rock are observed, submit a hole loading diagram that reflects the site conditions.

(c) Buffer Row - Locate the buffer hole line a minimum of 3 feet away from the perimeter control blast line, or 1 foot for every inch of buffer hole diameter, whichever is greater. Space buffer row holes 3 to 5 feet center-to-center. The explosive load in buffer holes shall not exceed 50 percent of the full explosive load that could be placed in a 3-inch production hole. Initiation of the buffer holes shall be on a delayed sequence toward a free face.

00335.42 Production Blasting - Do not drill any row of production blast holes closer than 6 feet to the perimeter controlled blast line. Where necessary to minimize damage to the Rock backslope, a row of buffer holes may be drilled between the perimeter controlled blast line and the production blast holes. Except for the bottom lift, do not extend production holes below the bottom of the controlled blast holes. Do not exceed 6-inch diameter for production holes. Detonate production holes on a delay sequence documented in the blasting plan.

00335.43 Scaling - Remove all loose, hanging, or potentially dangerous Rock on the excavated surface by scaling during the completion of the excavation of each lift or test section. Do not begin drilling the next lift until this Work has been completed, as directed.

Scale the slopes throughout the Contract at the frequency required to remove loose or overhanging material.

Use a suitable standard steel mine scaling rod to hand-scale the slopes. Other methods such as machine scaling, hydraulic splitters or light blasting may be used instead of, or to supplement, hand-scaling, if allowed.

Measurement

00335.80 Measurement - The quantities of perimeter controlled blast holes will be measured on the length basis and will be determined by dividing the cut slope surface area by the perimeter controlled blast hole spacing. The cut slope surface area will be determined by Cross Section measurement from the top of the blasted Rock to the finished ditch bottom elevation.

The quantities shown in the Contract Schedule of Items have been computed from a theoretical plan length using 30-inch hole spacing. The actual quantities will depend on field conditions and results from blasting test sections.

Payment

00335.90 Payment - The accepted quantities of perimeter controlled blast holes will be paid for at the Contract unit price, per foot, for the item "Perimeter Controlled Blast Holes".

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for blasting, scaling, or loosening materials for excavation.

When the Contract Schedule of Items does not indicate payment for Work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.



Redmond Fire & Rescue

Explosive Blasting Permit Requirements

Redmond Fire & Rescue requires a permit to be issued for any type of explosive blasting conducted within District boundaries. **In order to receive a permit, a complete packet must be submitted at least 14 days prior to blasting.** This permit shall be used in tandem with the City of Redmond Standards and Specifications Section 102.

Permitting

An operational permit must be obtained from the Redmond Fire & Rescue Fire Marshal's Office prior to blasting operations. The following information is required before the issuance of a permit for blasting operations:

1. An original corporate surety bond in the minimum sum of \$1,000,000.00 or an original public liability insurance policy for the same amount. The bond or policy shall be in force for the duration of the blasting operations. Redmond Fire & Rescue shall be listed on the policy.
2. Redmond Fire & Rescue Permit Application obtained by contacting the Redmond Fire & Life Safety Office or the website.
3. Copy of the blasting company's current Federal Explosives License/Permit or Limited Intrastate Permit as issued by the Federal Bureau of Alcohol, Tobacco & Firearms (ATF).
4. Blasting Plan prepared in accordance with 2018 NFPA 495 and industry standards. It must include:
 - a. Explosives delivery information
 - b. Explosives storage information (magazine, location and responsible person)
 - d. Explosives products and loading information
 - e. Safety procedures
 - f. Pre-blast notification and proper posting in area of work in accordance with City of Redmond Public Works Standards and Specifications Section 102 - 00335.03 Blasting Influence Zones.
 - g. A site plan, 8 ½" x 11" minimum size, drawn to scale, indicating:
 - a. Blasting area(s).
 - b. Any structures and their distances from the blasting site.

- c. Nearby railway or roads.
- d. Any barricades, whether man made or natural.
- e. Location and distances from any utilities.
- h. Verification of contact with city, county, and local police or sheriff agency where work is being performed to determine if additional requirements apply.
- i. Pre-blast survey of any structures in accordance with City of Redmond Public Works Standards and Specifications 102 - 00335.03 Blasting Influence Zones. Unless the Blaster-in Charge determines a greater distance is necessary.
- j. A monitoring plan to identify how seismic monitoring will be conducted to ensure ground vibration does not exceed the maximum limit in 2018 NFPA 495 Figure 11.2.1 at the nearest structures or buildings.
- k. Where seismic monitoring is not provided, explosive use shall be limited to the “scaled distance factors” at the nearest structure as identified in 2018 NFPA 495 Table 11.2.2.
- l. Post blast monitoring and seismic report. Provide a copy to RFR when requested.

Note: Blasting operations shall be overseen by a Blaster-in-Charge qualified to perform such work.

Conditions for Blasting Operations

1. Forty-eight (48) hour notice shall be given to the Fire Marshal’s Office for site inspection of the initial blasting activity. If requested.
2. Deschutes County 911 shall be contacted at 541-693-6911 prior to blasting.
3. All federal, state and local laws and regulations applicable to obtaining, owning, transporting, storing, handling and using explosive materials shall be followed.
4. Explosive materials shall be protected from unauthorized possession and shall not be abandoned.
5. Explosive materials shall be used only by experienced persons who are familiar with the hazards involved and who hold all required permits.
6. No explosive materials shall be located or stored where they may be exposed to flame, excessive heat, sparks or impact.
7. No smoking shall be permitted within 50 ft of any location where explosives are being handled or used. No person within 50 ft of any location where explosives are being handled or used shall carry any matches, open light or other fire or flame, except for approved devices for lighting safety fuses.
8. No blasting operations shall be conducted in a manner contrary to the instructions of the manufacturer of the explosive materials being used.
9. All explosive materials not in the process of manufacture, being transported or being used shall be kept in storage magazines. Storage magazines shall comply with federal explosives storage requirements.

10. Where blasting is done in a congested area or in close proximity to a structure, railway or highway, or any other installation, precautions shall be taken to minimize earth vibrations and air blast effects. Blasting mats or other protective means shall be used to prevent fragments from being thrown.
11. Persons authorized to prepare explosive charges or to conduct blasting operations shall use every reasonable precaution, including but not limited to warning signals, flags, barricades, mats or other equally effective means to ensure the safety of the general public and workers.
12. At all blasting operations, the ground vibrations on any axis shall not exceed the limitations specified in Figure 11.2.1 of the 2018 edition of NFPA 495 at the location of any building or structure.
13. When blasting is not monitored with a blasting seismograph, the operation shall comply with the scaled distance factors at the nearest building or structure as shown in Table 11.2.2 of the 2013 edition of NFPA 495.
14. Seismograph readings must be provided to the Fire Marshal's Office upon request.
15. Blasting operations shall only be conducted during daylight hours except when authorized at other times by the Fire Marshal's Office.
16. Where blasting is being conducted in the vicinity of utility lines or rights-of-way, the blaster shall notify the appropriate representatives of the utilities not less than 24 hours in advance of blasting, specifying the location and intended time of such blasting. Verbal notices shall be confirmed with written notice.
17. Precautions shall be taken to prevent accidental discharge of electric detonators from currents induced by radar and radio transmitters, lightning, adjacent power lines, dust and snowstorms, or other sources of extraneous electricity. Such precautions are listed in Section 10.1.19 – 10.1.19.2 of the 2013 edition of NFPA 495.
18. After loading for a blast is completed and before firing, excess explosive materials shall be removed from the area and returned to the proper storage facilities.
19. The blaster shall supervise the connecting of the blastholes and the connection of the loadline to the power source or initiation point. Connections shall be made progressively from the blasthole back to the initiation point. Blasting lead lines shall remain shunted (shorted) and shall not be connected to the blasting machine or other source of current until the blast is to be fired.
20. Cap and fuse shall not be used to initiate blasts in congested areas, or on or adjacent to highways open to traffic.
21. An adequate warning signal approved by the Fire Marshal's Office must be given prior to the blast being fired.
22. After the blast, the following procedures shall be observed.
 - a. No person shall return to the blast area until allowed to do so by the blaster in charge.
 - b. The blaster shall allow sufficient time for smoke and fumes to dissipate and for dust to settle before returning to or approaching the blast area.

c. The blaster shall inspect the entire blast site for misfires before allowing other personnel to return to the blast area.

23. Where a misfire is suspected, all initiating circuits shall be traced, and a search made for unexploded charges. Where a misfire is found, the blaster shall provide proper safeguards for excluding all personnel from the blast area. Misfires shall be reported to the blasting supervisor immediately. Misfires shall be handled under the direction of the person in charge of the blasting operation in accordance with NFPA 495.

24. Conditions for blasting must meet all requirements of the Oregon Fire Code and NFPA 495.

Should emergencies or unforeseen circumstances requiring immediate attention arise, please call 9-1-1. Other concerns may be directed to the Fire Marshal's Office at 541-504-5010.

FRONT

Dear Neighbor,

NOTICE

DRILLING/BLASTING OPERATIONS

Location _____

Date _____

Time _____

Project _____

Residents and businesses can expect some routine construction noise and dust; however, crews will work to mitigate these impacts to the neighborhood. Modern blasting is designed to be a safe, effective, and efficient way of excavating rock in Central Oregon.

If you have any additional questions or would like more information, please contact the contractor directly. *(Insert following REQUIRED info)*

Contractor NAME:

Contractor WEBSITE:

Contractor PHONE#:

Contractor EMAIL:

SEE BACK FOR MORE DETAILS

BACK

WHAT YOU CAN EXPECT DURING BLASTING ACTIVITIES:

- Air horns leading up to the blast
- Sounds and light ground vibration during the blast
- Dust in the air that will dissipate quickly after the blast
- Faint smell of explosive material that will dissipate quickly after the blast

You may be contacted to have your property inspected prior to blasting operations based on the City of Redmond Standards and Specifications for Construction. While damage is not expected to occur to any residences or structures, pre-blast surveys offer additional peace of mind for those nearest to the blast site. Cooperation with inspection staff and personal due diligence is encouraged.

To learn more about the City's Standards and Specifications for Construction, please visit:
www.redmondoregon.gov/constructionstandards

PREBLAST SURVEY EXTERIOR REPORT

Property Owner: _____ Page ____ of ____ Pages

Exterior Pictures Taken: YES ____ NO ____ IF YES, Date(s) Taken _____

Description of Lot: Level ____ Sloping to Front ____ Sloping to Rear ____ Or to Side ____

Standing Water or Pooling Area: Front ____ Rear ____ Left ____ Right ____

Condition Codes: (E) - Excellent (G) - Good (F) - Fair

ITEM	CONDITION (Use Codes)	TYPE of MATERIAL	REMARKS
Roofs			
Siding			
Gutters/Dnspouts			
Driveway			
Foundation			
Walkway(s)			
Porch(es) _____		Patio(s) _____	Windows _____

Chimney(s): # of ____ Material(s) Brick ____ Stone ____ C-Block ____ Metal ____

Foundations:

FRONT

REAR

LEFT

RIGHT

Condition Codes: (E) - Excellent (G) - Good (F) - Fair

DETACHED BUILDINGS	# OF	ITEM CONDITION (Use Codes)
Garage(s)		
Barn(s)		
Shed(s)		
Utility Building(s)		
Other _____		

PREBLAST SURVEY INTERIOR REPORT

Property Owner: _____ Page ____ of ____ Pages

ROOM: _____ ENTERED FROM _____

ROOM	MATERIALS: (Mark with 'X' if used)					
WALLS	Plaster:	Dry Wall:	Panel:	Paper:	C-Block:	Other:
CEILING	Plaster:	Dry Wall:	Ac Tile/Panel:	Paper:	Open C:	Other:
FLOOR	Carpet:	Linoleum:	Square Tile:	Wood:	Concrete:	Other:

WALL

CEILING/FLOOR

--	--	--	--	--

REMARKS: _____

ROOM: _____ ENTERED FROM _____

ROOM	MATERIALS: (Mark with 'X' if used)					
WALLS	Plaster:	Dry Wall:	Panel:	Paper:	C-Block:	Other:
CEILING	Plaster:	Dry Wall:	Ac Tile/Panel:	Paper:	Open C:	Other:
FLOOR	Carpet:	Linoleum:	Square Tile:	Wood:	Concrete:	Other:

WALL

CEILING/FLOOR

--	--	--	--

REMARKS: _____

Dear Neighbor,

Drilling and blasting operations near _____
will begin _____ as part of _____ [INSERT PROJECT NAME]_____.

Residents and businesses can expect some routine construction noise and dust; however, crews will work to mitigate these impacts to the neighborhood. Modern blasting is designed to be a safe, effective, and efficient way of excavating rock in Central Oregon.

What you can expect during blasting activities:

- Air horns leading up to the blast
- Sounds and light ground vibration during the blast
- Dust in the air that will dissipate quickly after the blast
- Faint smell of explosive material that will dissipate quickly after the blast

You may be contacted to have your property inspected prior to blasting operations based on the City's Standards and Specifications for Construction. While damage is not expected to occur to any residences or structures, pre-blast surveys offer additional peace of mind for those nearest to the blast site. Cooperation with inspection staff and personal due diligence is encouraged.

If you have any additional questions or would like more information, please contact the contractor directly at:

Contractor Name: _____

Contractor Website: _____

Contractor Phone Number: _____

Contractor Email: _____

To learn more about the City's Standards and Specifications for Construction, please visit:
www.redmondoregon.gov/constructionstandards

**CITY OF REDMOND
RESOLUTION NO. 2022-23**

A RESOLUTION ADOPTING AMENDMENTS TO THE CITY OF REDMOND 2010 PUBLIC WORKS STANDARDS AND SPECIFICATIONS.

WHEREAS, City of Redmond Resolution 95-27 provides that the City of Redmond Public Works Standards and Specifications, dated December 1995, may be amended from time to time by resolution of the Redmond City Council; and

WHEREAS, the City of Redmond Public Works Standards and Specifications were amended by Resolutions 1997-14 (April 1997), 1997-48 (October 1997), 1998-01 (January 1998), 1998-35 (June 1998), 1999-24 (May 1999), 2001-02 (January 2001), 2003-28 (April 2003), and 2011-15 (May 2011); and

WHEREAS, special provisions included in Exhibit A amend the City of Redmond Public Works Standards and Specifications by deleting Development Provisions Section 18.8.00 and adding Section 102.

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

SECTION ONE: Amendments to the City of Redmond Public Works Standards and Specifications are hereby approved by the Redmond City Council.

SECTION TWO: All plans for construction of public improvements submitted to the Public Works Department after approval of this resolution shall conform to the 2010 Public Works Standards and Specifications as amended.

ADOPTED by the Redmond City Council and **PASSED** by the Mayor this 19th day of July 2022.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

State of Oregon

County of Deschutes

This instrument was acknowledged before me this 19th day of July 2022, by George Endicott, Mayor.

Notary Public

My commission expires_____

EXHIBIT A

SPECIAL PROVISIONS TO THE 2010 PUBLIC WORKS STANDARDS AND SPECIFICATIONS

Development Provisions Section 18.8: Delete this section in its entirety and replace with the new Section 102:

18.8.00 BLASTING

~~Where rock material is encountered which requires systematic drilling and blasting for removal, the Contractor shall furnish all necessary approved blasting certifications and licenses, tools, equipment, and materials required to perform the work. The Contractor shall comply with all Federal, State, and local laws that apply to the storage, handling, placement, and firing of all explosives.~~

~~The Contractor shall furnish additional insurance coverage as required by the City or any agency in addition to the basic coverage required by these specifications.~~

~~No blasting shall be permitted adjacent to any portion of exposed work or structures unless proper precautions are taken to assure that damage to adjacent property will not occur. All blasting shall be covered with blasting mats or other approved type of protective cover to prevent the scattering of rock fragments or other material to outside the excavation area and limits of the construction. The Contractor shall be responsible for any and all damage or injury resulting from the use or handling of explosives, and accidental or premature explosion that may occur in connection with Contractors' use of explosives.~~

~~Proper notification and ample warning shall be provided to all persons within the danger zone. Contractor's personnel shall be stationed at strategic locations a safe distance from the blasting zone to prevent persons and vehicles from entering the blasting area. Electrical blasting caps shall not be connected to the electrical source until the area is cleared of all personnel and the proper warning signals have been sounded.~~

~~Where blasting is proposed in the proximity of private property or residences that may be affected by vibrations, shaking, or seismic shocks, the Contractor shall be responsible to perform pre-blast surveys of all structures to determine the condition of walls, ceilings, floor slabs, or other surfaces in which cracking or movement may be induced by the blasting operations. All existing conditions shall be thoroughly documented and recorded by means of photographs and/or video recordings to establish pre-blast conditions and existing damage. Following the blasting operations, the Contractor shall perform a follow-up survey of those affected properties to determine if any shifting, cracking, settlement, or other damage was induced by the blasting. Contractor shall promptly repair or replace any damaged structures to a condition equal to or better than that found in the pre-blast survey. The City will be indemnified and held harmless from any liability for damage or injury caused by the Contractor's blasting operations.~~

~~Public utilities (utilities) located within the blast area must be identified and notified 72 hours prior to blasting. Contractor shall perform pre-blast survey and inspections of identified utilities including closed circuit television (CCTV) video inspection of sanitary~~

~~and storm sewer lines. Utilities damaged from blasting activities shall be repaired and/or restored at the expense of the Contractor.~~

Add the following section:

102 BLASTING

102.1.00 DESCRIPTION

This work consists of excavating in rock using controlled blasting methods to facilitate trench excavation for utilities and dry wells or to remove rock for construction of road grades or structures. This Section shall be used in tandem with the Redmond Fire and Rescue District Explosive Blasting Permit issued by the Redmond Fire Marshal, and with other Fire Marshal requirements. In the event of conflicts between the Fire Marshal Blasting Permit and these Standard Specifications, the more stringent requirement applies unless approved by the City Engineer and Fire Marshal.

In addition to what is set out by federal, state or local laws, as a matter of quality assurance elements associated with these Standards, the following measures will apply:

Process Step/Task

Review of Personnel Qualifications
Blasting Plan Review
Inspection/Survey Requirements
Door Hangers
Informational Flier/FAQ

Quality Assurance

Redmond Fire
Redmond Fire
City Standard/Template
City Standard/Template
City Standard/Template

Minimum general standards for blasting shall meet the requirements of Section 00335 Blasting Methods and Protection of Excavation Backslopes of the Oregon Standard Specifications for Construction, current edition, with the following modifications and additions. In the event of a conflict between the ODOT Standards and these regulations, these regulations shall control:

ADD the following Section: 00335.02 Qualifications of Blasting Personnel

- Provide the services of an independent, qualified Blasting Consultant, experienced in controlled blasting techniques for similar works, to prepare blasting plans, to guide the installation of blasting seismographs, and to coordinate and/or perform the interpretation of recorded results. The Blasting Consultant shall have at least 10 years of experience and demonstrate satisfactory experience on 5 similar projects. The Blasting Consultant shall be an approved Blasting Consultant for ODOT projects. These projects must include blasting within 100 feet of occupied dwellings. The Blasting Consultant shall not be an employee of the Contractor, explosives manufacturer, or explosives distributor. Submit the Blasting Consultant name and qualifications to the Fire Marshal as part of the blasting permit. All blasting plans, including revisions, shall be approved, in writing, by the Blasting Consultant. The City may waive the requirement for a Blasting Consultant on a particular project if, in the City's sole discretion, the scope and complexity of the project do not warrant the

participation of a Blasting Consultant. Such a waiver will not preclude the City from requiring the subsequent engagement of a Blasting Consultant if, in the City's sole discretion, such participation would be advisable in the event of blasting-related problems or issues.

- The Contractor shall use experienced, competent Blasting Superintendents (Blasters-In-Charge) for all blasting operations. All blasting operations shall be under the direct supervision of a Blaster-In-Charge, who shall be present at the blast site whenever explosives are being handled. All Blasters-in-Charge shall have at least 10 years of experience and be able to demonstrate satisfactory experience on at least 5 similar projects, including blasting within 100 feet of occupied dwellings or other structures if close-in blasting is part of the Project. All Blasters-in-Charge shall be properly qualified and licensed in accordance with applicable federal, state, and local regulations. The Contractor shall not allow prohibited persons as defined by the BATF (27 CFR Part 555) to transport, handle, or use explosive materials.
- The Contractor shall use experienced and qualified personnel for conducting pre-blast condition surveys. Personnel conducting pre-blast surveys shall have at least 5 years of experience in conducting pre-blast condition surveys of structures and be able to demonstrate satisfactory experience on at least 3 similar projects. Personnel conducting pre-blast surveys shall be the employees of a firm regularly engaged in conducting such surveys and shall not be an employee of the Contractor or any explosives manufacturer or distributor.

ADD the following Section: 00335.03 Blasting Influence Zones

For purposes of this regulation, separate Blasting Influence Zones are defined for pre-blasting notifications, blast seismograph monitoring, and pre-blast surveys, as given in Table 1 below. All distances are straight-line distances from the closest blast hole in any given pattern.

TABLE 1 – BLASTING INFLUENCE ZONES

Charge per Delay ⁽¹⁾ (lb)	Notification Distance ⁽²⁾ , feet	Monitoring Distance ⁽³⁾ , ft	Pre-Blast Surveys ⁽⁴⁾ , ft
<7	200	175	150
7-17	300	250	200
18-49	500	425	350
50-100	700	600	500
100-250	1,100	950	800
>250	1,500	1,200	1,000

Notes

- (1) Charge per delay means the maximum total charge occurring within:
- Any 8-millisecond delay interval when using nonelectric or electric methods of initiation
 - Any 3-millisecond delay interval when using electronic (digital/programmable) methods of initiation

- (2) Notify utility operators and the owners and occupants of all habitable structures within this radius.
- (3) Where the closest structure or utility is further than the distance shown, place one (1) blasting seismograph at the closest structure or utility. When the closest structure or utility is closer than the radius shown, place one (1) blasting seismograph at the closest structure or utility and at least one (1) additional seismograph at a point as close to the radius given as is practicable. Where the City, in its sole discretion, identifies special circumstances or complications, the City may require additional seismographs to be used. For Test Blasting (ODOT 0035.40(f) as modified herein), an array of seismographs approved by the City shall be used at varying distances.
- (4) At a minimum, conduct pre-blast surveys at all habitable dwellings, outbuildings, flatwork and other above-ground structures pursuant to the requirements of this Regulation, that occur within this radius.

**DELETE Section 00335.40(c) in its entirety and REPLACE with the following:
Section 00335.40(c) Pre-blast/Post-blast Inspections**

Pre-blast inspections are required for existing residences and other structures or facilities within the blasting influence zone, as defined in Table 1 per 00335.03 above. Inspections shall be completed by qualified personnel as stated in 00335.02 above, using a City-approved inspection form. Notification of pre-blast inspections shall be made not less than 14 days prior to the first blast and shall include information about the inspection process and contact information for the contractor and third-party inspection firm. Notification shall be made in writing transmitted to the property owner, as well as to the occupant if the occupant is not the owner. If there is no response, a second attempt shall be made, also in writing. A Blasting Survey Log of notifications attempted, along with survey acceptance or refusal, shall be maintained that identifies the address, owner, occupant, and date and manner of contact. The Blasting Survey Log shall be available for review by any duly authorized representative of the City or Redmond Fire within 72 hours of the request by the City or Redmond Fire.

In the event any property owner denies access for the survey of structures, a signed statement shall be sought from the property owner declaring that they decline the pre-blast inspection of their property. If the property owner, or occupant if different from the property owner, refuses to allow a pre-blast survey, the Blasting Survey Log shall show the date, time, manner, and reasons (if known) for the refusal. If the property owner refuses to sign a statement declining a pre-blast survey, the log shall show the date, time, and manner of the refusal.

Inspections shall include documentation of interior subgrade and above grade accessible walls, ceilings, floors, roof, and visible exterior as viewed from grade level. It will detail the existing condition of structures or facilities by notes, sketches, and videotape or photographs. Existing crack damage, other structural problems or defects occurring inside and outside the structure or facility shall be thoroughly documented. Sufficient information and documentation shall be included that the location and scale of each recorded defect can be ascertained.

As construction progresses, re-inspect, as often as necessary and upon receipt of any complaints, to determine if blasting methods are causing any new damage.

The Contractor shall respond to all complaints or allegations, whether written or verbal, of blasting damage within 72 hours of the first such notification or allegation and shall arrange for post-blast inspection(s) to inspect the alleged damage promptly thereafter. Post-blast surveys shall be performed by qualified third parties and documented with measurements, notation and photos or videos of the damage that will allow comparison with the pre-blast documentation, if any. Contractor shall promptly repair or replace any blasting-caused damage to structures or facilities to a condition equal to or better than the pre-blasting condition. Any such complaints, allegations, repairs or replacements shall be noted in the Blasting Survey Log.

The pre-blast and post-blast survey notation and imagery files shall be maintained in a secure manner by the third-party pre-blast survey firm. Copies of the inspection reports, including the photos or videos taken, shall be made available to the City, Redmond Fire, and/or the property owner within 72 hours upon request.

The City will be indemnified and held harmless from any liability for damage or injury caused by the Contractor's blasting operations.

Contractor shall contact utilities that may be impacted by blasting to determine if closed circuit television (CCTV) video inspection of sanitary and storm sewer manholes, inlets and lines is needed before and/or after blasting and if (for gas lines) leak monitoring is required. Utilities damaged from blasting activities shall be repaired and/or restored at the expense of the Contractor.

**DELETE Section 00335.40(d) in its entirety and REPLACE with the following:
00335.40(d) Blasting Plan and Fire Marshal Permit**

Blasting permits shall be obtained a minimum of 14 days prior to blasting from the Redmond Fire and Rescue District Fire Marshal, which can be found at: redmondfireandrescue.org. Blasting plans shall be included in the permit application as outlined below.

Each plan shall cover individual major Rock cut areas or Rock production from a material source. Similar minor Rock cut areas of less than 50 cubic yards, as well as utility and culvert trenches, may be covered as a group in one generalized blasting plan.

The blasting plans will be submitted to and reviewed by the Fire Marshal for conformance with the Specifications and any concerns will be discussed with the Contractor. The City Engineer may also review blasting plans in tandem with the Fire Marshal, at the City's and Fire Marshal's discretion. Submit any proposed changes to the blasting plans in writing to the Fire Marshal for review before implementation. Submittal of blasting plans is for quality assurance and record-keeping purposes. Review of blasting plans by the City or Fire Marshal does not relieve the Contractor of full responsibility for the accuracy and adequacy of the plans and the resulting safety when implemented in the field. For blasting within 100 feet of a structure, the City

retains the right, at its discretion, to utilize the services of a third-party blasting consultant to verify the safety and appropriateness of the Plan, and to require additional detailed blasting plans and information specific to each individual shot.

Each blasting plan shall contain the full details of the drilling and blasting patterns, methods to reduce vibration, flyrock, and noise; blast area security measures and traffic control that the Contractor proposes to use; and the following information:

- Station limits of proposed shot.
- Removal of overburden.
- Plan and Cross Section diagrams of proposed drill pattern for controlled and production blast holes including buffer rows, free face, burden, blast hole spacing, blast hole diameters, blast hole angles, lift height and sub drill depth. Accurately draw to scale and show each cut area to be blasted.
- Loading diagram showing the type, amount and specific gravity of explosives, primers, and initiators; and location, depth, and type of stemming; and deck loading if any.
- Initiation sequence of production and controlled blast holes including delay times and delay system.
- Manufacturer's product data sheets for all explosives, primers and initiators to be used in the Work.
- Map showing where blast will occur, distance to structures, notification perimeter and structures that will be offered pre-blast inspections. Distance from blast shall be the distance from the structure to the closest drillhole where blasting materials will be placed. Perimeter for notification shall be measured from the full extent of the blasting.
- Proposed seismograph locations.

Blast plan shall be modified as necessary once drilling is complete to account for subsurface materials that may influence blasting results. Submit blasting plan changes and reasons for the changes to the Fire Marshal.

Blasting plan shall clearly identify measures taken to avoid damage to any structures or utilities within 100 feet.

**DELETE Section 00335.40(e) in its entirety and REPLACE with the following:
00335.40(e) Blasting Notification**

Notify all owners and occupants of buildings, Structures, and utilities that are within the Influence Zone per Table 1 in 00335.03. Owners of record of property are those shown on the most recent property assessment roll of property. Occupants are those currently residing at the property. Pre-blast notification is required to all properties within the blasting influence zone as specified above unless geologic conditions (as determined by drilling blast holes and/or conventional geotechnical investigations) warrant a larger radius.

Pre-blast notification shall occur on the following timeline:

- No less than 14 calendar days prior to first scheduled detonation, notification shall be mailed to property owner (and to the structure address if different) and door hanger placed at each address.
- 48 hours prior to first scheduled detonation and any subsequent detonations, notification shall be by direct contact or door hanger.
- Day of blast notification shall be by direct contact or door hanger prior to all detonations.

All notifications shall contain proposed blasting schedule, location where blasting will occur, and contact information for the developer, general contractor and blasting contractor. Contractors shall use the City standard door hanger template and notification letter as part of the notification requirements (see Appendix for details).

ADD the following to Section 00335.40(f) Blasting Test Sections:

The need for blasting test sections shall be evaluated in the Blasting Plan and based on complexity of blast and/or distance to structures or facilities. The City may, at its sole discretion, require test blasts for any project.

ADD the following: Section 00335.46 Vibration Control and Monitoring

Control ground vibrations by using properly designed blast hole patterns, delay sequences, stemming, and allowable charge weights per delay. Base the allowable charge weights per delay on ground vibration levels which will not cause damage. Establish allowable charge weights per delay by carrying out test blasts and measuring ground vibration levels. Follow any recommendations given by the Blasting Consultant. When recommended, perform test blasts according to 00335.40(f), modified as required to limit ground vibrations to a level which will not cause damage.

Monitor each blast with an approved seismograph located, as approved, between the blast area and the closest Structure, facility, or utility subject to blast damage, in accordance with the distances given in Table 1 in 00335.03. Utilize additional seismographs as provided in this Standard. The seismograph(s) used shall be capable of recording particle velocity for three mutually perpendicular components of vibration in the range generally found with controlled and production blasting.

Operate the seismographs according to the guidelines of the International Society of Explosives Engineering Seismograph Section, titled ISEE Field Practice Guidelines for Blasting Seismographs. The applicable guidelines are those contained in the current publication on the date the Project is advertised.

Do not allow peak particle velocity of each component to exceed the safe limits of the nearest Structure subject to vibration damage as follows:

Structure	Maximum Peak Particle Velocity at the Structure (Inches/Second)
Standard Construction Timber Frame, Brick.....	refer to Figure 1
Reinforced Concrete Structures	4.0
Steel Structures.....	4.0
Buried Utilities	6.0
Wells and Aquifers	2.0
Green Concrete (Less than 7 Days).....	1.0

If the vibration levels exceed the limits, immediately report the measurements to the Engineer.

FIGURE 1

