



CITY OF REDMOND

CITY HALL
411 SW 9th STREET
REDMOND, OR 97756

541.923.7710
FAX: 541.548.0706
info@ci.redmond.or.us
www.ci.redmond.or.us

CITY COUNCIL

March 10, 2020
Council Chambers • 411 SW 9th Street

COUNCIL MEMBERS

George Endicott
Mayor

Jay Patrick
Council President

Jon Bullock
Councilor

Joe Centanni
Councilor

Krisanna
Clark-Endicott
Councilor

Camden King
Councilor

Ginny McPherson
Councilor

MARCH 10, 2020

REGULAR MEETING AGENDA

6:00 PM

- I. CALL TO ORDER / ESTABLISH A QUORUM**
- II. BLESSING - Pastor Jim Holm, City Center Church**
- III. PLEDGE OF ALLEGIANCE**
- IV. COMMENTS FROM CITIZENS AT THE MEETING**
- V. BID AWARDS / BID REJECTIONS**
 - A. Contract Award to RS&H for Redmond Airport Terminal Area Concept Plan, Not To Exceed \$300,000 (AP2001)
- VI. ACTION ITEMS**
 - A. 2020 Surface Transportation Program Fund Exchange Agreement #34065 (TR2005)
 - B. Application for Federal Aviation Administration (FAA) Airport Improvement Program Grant 3-41-0052-045-2020 in the amount of \$3,018,922 (AP4500)
 - C. Acceptance of Oregon Department of Aviation Critical Oregon Airport Relief Grant No. COAR-2020-RDM-Phase II in the amount of \$150,000 (AP4500)
 - D. Amendment #3 to City of Redmond Legal Services Contract #2018-30 with Bryant, Lovlien & Jarvis, P.C. to increase contract amount by \$45,000.
- VII. COUNCIL PRESIDENT'S COMMENTS**
- VIII. COUNCIL COMMENTS**
- IX. CITY MANAGER COMMENTS**
- X. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING**
- XI. 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

411 SW 9th STREET
REDMOND, OR 97756

541.923.7710
FAX: 541.548.0706
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: March 10, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: Zachary Bass, Airport Director
SUBJECT: Contract Award to RS&H for Redmond Airport Terminal Area Concept Plan, Not To Exceed \$300,000 (AP2001)

Addresses Council Goal:

5Biii. Aggressively pursue physical improvements to airport facilities, increase amenities and enhance the customer experience.

Report in Brief:

This action requests City Council award the Terminal Area Concept Plan Study to RS&H in a not to exceed the amount of \$300,000.

Background:

With passenger traffic at Redmond Municipal Airport now exceeding 1,000,000 passengers, the terminal building is experiencing space and facilities shortfalls, which require large-scale capital improvements. This study will assess existing facilities, gathers input from users and tenants, and develops an expansion plan to accommodate future growth.

The Terminal Area Concept Plan is the first step in a terminal expansion project estimated to begin in 2022. Once completed, the Airport will begin the design and environmental work in preparation for the expansion.

Discussion:

A qualifications-based selection process began January 14, 2020, with a request for statements of qualifications (SOQ). Six firms responded to the SOQ by the February 14, 2020, deadline. A selection committee comprised of airport staff, City staff and the Airport Committee chair evaluated the responses and unanimously recommended awarding the bid to RS&H.

Evaluation criteria included:

1. Completeness of requested information
2. Submittal Quality and Airport Understanding
3. Experience and Qualifications
4. Professional Qualifications
5. References

The anticipated project schedule is as follows:

Committee review and notice of Award:	February 21, 2020
City Council approval:	March 10, 2020
Start Study:	April 13, 2020
Project Completion:	December 31, 2020

Fiscal Impact:

The project is a not to exceed amount of \$300,000. The final scope of work will be negotiated for this amount or less. This project will be entirely funded by local airport funds. The project will span Fiscal Year (FY) 19/20 and FY 20/21. \$150,000 needs to added to the FY 19/20 budget via an upcoming budget adjustment resolution. Resources are available to cover the project.

Alternative Courses of Action:

1. Award the contract to RS&H.
2. Do not award the contract.
3. Request more information.

Recommendation / Suggested Motion:

"I move to award the Terminal Area Conceptual Plan Study to RS&H in a not to exceed amount of \$300,000 and authorize the City Manager to execute the contract."



CITY OF REDMOND

411 SW 9th STREET
REDMOND, OR 97756

541.923.7710
FAX: 541.548.0706
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: March 10, 2020
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: John Roberts, Deputy City Manager
Bill Duerden, Public Works Director
FROM: Julie Lovrien, Administrative Services Supervisor
SUBJECT: 2020 Surface Transportation Program Fund Exchange Agreement #34065 (TR2005)

Addresses Council Goal:

3C. Leverage General Fund revenues by exploring resource development opportunities, grants and other sources of revenue, particularly from private foundations, state and federal government agencies, to address gaps in the City's infrastructure.

Report in Brief:

This items requests City Council authorization to enter into an agreement with the Oregon Department of Transportation (ODOT) to exchange \$351,423.00 in federal highway funds for \$330,337.72 in state highway funds to be used as reimbursement towards the 2020 Slurry Seal Project.

Background:

The Federal Highway Administration's Surface Transportation Program (STP) provides flexible multi-modal funding that can be used for a broad range of transportation projects. Funds are allocated to states and distributed to cities, counties and metropolitan planning organizations through a population-based formula.

The agreement also establishes a Fund Exchange program administered by ODOT that provides local jurisdictions the option of trading out federal funds for state funds. The exchange program also allows users to more quickly implement projects by utilizing state highway funds while allowing ODOT to leverage federal funds for larger projects of statewide significance. The funds are exchanged at a ratio of \$0.94 state for \$1.00 federal.

The 2020 Slurry Seal Project was awarded to InterMountain Slurry Seal on October 29, 2019, and will be completed by September 1, 2020.

Discussion:

For 2020, the City will use the resources coming through the Fund Exchange Agreement for a slurry seal project. Based on the exchange ratio, the City will exchange \$351,423.00 in STP federal funds for \$330,337.72 in state funds.

Fiscal Impact:

The FY 2019/2020 Budget includes \$309,000 in estimated STP Funds revenue within the Transportation-Infrastructure Maintenance sub-fund (see attached Budget Detail). This figure was based on initial estimates; which were approximately \$21,000 below the actual amount received once the Agreement is executed.

Alternative Courses of Action:

1. Approve the Agreement.
2. Deny the Agreement.
3. Request more information.

Recommendation / Suggested Motion:

"I move to approve the 2020 Fund Exchange Agreement #34065 with the Oregon Department of Transportation."

BUDGET DETAIL

Transportation Fund		FY 2016/17 Actual	FY 2017/18 Actual	FY 2018/19 Budget	FY 2019/20 Proposed Budget	FY 2019/20 Approved Budget	FY 2019/20 Adopted Budget
22118-01-000-06-00-86	Licenses & Permits	194	153	250	250	250	250
22118-01-000-06-00-87	Employee Physicals	858	413	400	500	500	500
22118-01-000-06-00-88	Employee/Volunteer Recogn	280	-	-	-	-	-
22118-01-000-06-00-90	Software Licenses	2,404	5,933	10,000	10,000	10,000	10,000
22118-01-000-06-00-97	Chgs Srv From Other Fund	21,846	25,268	41,068	39,168	39,168	39,168
22118-01-000-06-00-98	Contractual Services	188	3,882	1,400	1,400	1,400	1,400
22118-01-000-06-85-05	ISF Central Services	72,144	79,455	82,990	86,723	86,723	86,723
22118-01-000-06-85-10	ISF IT	15,318	16,877	25,065	22,401	22,401	22,401
22118-01-000-06-85-15	ISF Risk Management	7,780	9,966	9,693	9,033	9,033	9,033
TOTAL MATERIALS & SERVICES		552,416	622,138	612,216	632,270	632,270	632,270
Capital Outlay							
22118-01-000-07-00-03	Machinery & Equipment	-	7,500	4,400	-	-	-
TOTAL CAPITAL OUTLAY		-	7,500	4,400	-	-	-
TOTAL SUB-FUND EXPENDITURE		1,063,952	1,213,162	1,306,552	1,344,945	1,344,945	1,344,945
NET SUB-FUND		(82,012)	(51,184)	-	-	-	-

Sub-fund: Transportation - Infrastructure Maintenance

Resources							
22161-01-000-04-30-50	STP Funds	-	-	-	309,000	309,000	309,000
22161-01-000-04-80-10	Interest - Investment	4,338	8,060	4,000	10,000	10,000	10,000
22161-01-000-04-86-10	Intrafund Tfrs-from Operations	983,500	1,000,000	1,150,000	1,160,000	1,160,000	1,160,000
22161-01-000-04-99-00	Beginning Fund Balance	255,673	422,127	398,024	363,495	363,495	363,495
TOTAL RESOURCES		1,243,511	1,430,187	1,552,024	1,842,495	1,842,495	1,842,495
Materials & Services							
22161-01-000-06-02-05	Asphalt Maintenance	352,665	407,216	620,000	320,000	320,000	320,000
22161-01-000-06-02-10	Bridge Maintenance	-	-	40,000	90,000	90,000	90,000
22161-01-000-06-02-15	Signage	47,390	68,930	45,000	55,000	55,000	55,000
22161-01-000-06-02-20	Surface Seals	250,602	339,954	320,000	657,500	657,500	657,500
22161-01-000-06-02-25	Sidewalk Maint	25,092	27,950	30,000	30,000	30,000	30,000
22161-01-000-06-02-30	Striping	39,578	17,340	45,000	45,000	45,000	45,000
22161-01-000-06-02-35	Legend Painting	21,567	30,095	25,000	25,000	25,000	25,000
22161-01-000-06-02-40	Vegetation Maintenance	22,009	3,843	15,000	15,000	15,000	15,000
22161-01-000-06-02-45	Street Sweeping	6,363	6,451	8,000	10,000	10,000	10,000
22161-01-000-06-02-50	Shoulder Maintenance	12,680	8,813	15,000	15,000	15,000	15,000
22161-01-000-06-02-55	Concrete Repair	34,055	54,625	55,000	55,000	55,000	55,000
22161-01-000-06-02-60	Snow & Ice Maintenance	9,383	5,214	6,000	6,000	6,000	6,000
TOTAL MATERIALS & SERVICES		821,384	970,429	1,224,000	1,323,500	1,323,500	1,323,500
Reserve							
22161-01-000-12-00-20	Reserve for Future Expend	-	-	328,024	518,995	518,995	518,995
TOTAL RESERVE		-	-	328,024	518,995	518,995	518,995
TOTAL SUB-FUND EXPENDITURE		821,384	970,429	1,552,024	1,842,495	1,842,495	1,842,495
NET SUB-FUND		422,127	459,758	-	-	-	-

Sub-fund: Transportation - Capital Vehicle & Equipment

Resources							
22163-01-000-04-80-10	Interest - Investment	84	64	-	-	-	-
22163-01-000-04-86-10	Intrafund Tfr - from Operations	165,000	165,000	170,000	225,000	225,000	225,000
22163-01-000-04-99-00	Beginning Fund Balance	143,547	46,313	22,000	155,000	155,000	155,000
TOTAL RESOURCES		308,630	211,377	192,000	380,000	380,000	380,000
Capital Outlay							
22163-01-000-07-00-03	Machinery & Equipment	34,427	50,930	-	-	-	-
22163-01-000-07-00-04	Heavy Equipment	227,890	83,366	175,000	215,000	215,000	215,000
22163-01-000-07-00-06	Vehicles	-	41,434	-	55,000	55,000	55,000
TOTAL CAPITAL OUTLAY		262,317	175,730	175,000	270,000	270,000	270,000
Reserve							
22163-01-000-12-00-20	Reserve for Future Expend	-	-	17,000	110,000	110,000	110,000
TOTAL RESERVE		-	-	17,000	110,000	110,000	110,000
TOTAL SUB-FUND EXPENDITURE		262,317	175,730	192,000	380,000	380,000	380,000
NET SUB-FUND		46,313	35,647	-	-	-	-

Sub-fund: Transportation - SDC Improvement

Resources							
22179-01-000-04-80-10	Interest - Investment	48,476	86,360	40,000	138,000	138,000	138,000
22179-01-000-04-75-45	Installment Pymt-Int	262	272	-	-	-	-
22179-01-000-04-75-10	SDC's Improvement	194,880	402,823	455,992	584,541	584,541	584,541
22179-01-000-04-75-40	Installment Improve-Princ	432	653	-	-	-	-

2020 FUND EXCHANGE AGREEMENT
Surface Transportation Program – 2020 Slurry Seal Project
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 “Agency,” both herein referred to individually or collectively as “Party” or “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. 23rd Street, 25th Place, 35th Court, 36th Street, 9th Street, Cascade Avenue, Cedar Avenue, Deschutes Avenue, Hemlock Avenue, Metolius Place, NE 7th Street, NE Kilnwood Place, NE Spruce Court, Nickernut Place, NW 20th Court, NW 21st Street, NW 7th Street, NW Ivy Court, NW Larch Spur Court, NW Maple Court NW Maple Tree Court NW Negus Lane, NW Nickernut Court, NW Sprucewood Court, SW Rimrock Way, SW 20th Court, SW 26th Court, SW 28th Court, SW 30th Court, SW 32nd Court, SW 35th Court, SW 37th Court, SW Antler Ridge Court, SW Cascade Mountain Court, SW Cascade Vista Court, SW Dana Butler Court, SW Forest Court, SW Lake Court, SW Parkway Drive, SW 17th Street, SW Reindeer Court, SW Salmon Court, SW Savana Court, SW Timber Court, SW Umatilla Court, SW Volcano Court, SW Wickiup Court, SW Yew Court, Timber Avenue, Volcano Avenue, Antler Street, Cemetery Street, Kingwood Street, Maple Avenue, NW Maple Avenue, NW 10th Street, NW 9th Street, NW Maple Avenue, NW Oak Tree Lane, NW Upas Avenue, SW Antler Avenue, SW Salmon Avenue, SW Yew Avenue, SE Veterans Way, Helmholtz Street, and 5th Street are part of the Agency’s city road system under the jurisdiction and control of Agency.
3. US97, The Dalles-California Highway, Oregon Highway No. 004 is part of the State’s highway system under the jurisdiction and control of State.

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. Agency has submitted a letter of request outlining the costs associated with Agency’s 2020 Slurry Seal 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. State has reviewed and considered Agency's letter for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2020 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$94 state for \$100 federal

4. Based on this ratio, Agency wishes to trade \$351,423.00 federal funds for \$330,337.72 state funds.
5. The term of this Agreement will begin upon execution and will terminate two years later unless extended by an executed amendment.
6. The Parties agree that the exchange is subject to the following conditions:
 - a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$330,337.72. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - e. 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.

- f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
- g. Agency 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, Agency 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.
- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a quarterly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$330,337.72, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers 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. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

- i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency 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.
- ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. 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 either Party is prohibited from paying for such work from the planned funding source.
- iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

7. Americans with Disabilities Act Compliance:

- a. State Highway: For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Agency shall 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. Agency shall 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, Agency shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and 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>
 - iv. Agency shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
 - v. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads: For portions of the Project located on Agency roads or facilities that are not on or along a state highway:
- i. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Agency may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project 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 Curb Ramp Inspection form, available at: <https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Additional ODOT resources are available at the above-identified link. ODOT

has made its forms, processes, and resources available for Agency's use and convenience.

- iii. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, 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.
- d. Maintenance obligations in this section shall survive termination of this Agreement.
8. Agency 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 Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

9. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
10. 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.
11. 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.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on July 20, 2017, as a part of the 2018-2021 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on January 9, 2020.

SIGNATURE PAGE TO FOLLOW

CITY OF REDMOND, by and through
its delegated officials

By _____
Mayor

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

Agency Contact:

Brad Haynes
Street Operations Division Manager
243 E. Antler Avenue, Suite 100
Redmond, Oregon 97756-0100
(541) 504-2000
brad.haynes@ci.redmond.or.us

State Contact:

Paul Singer
Local Agency Liaison
63055 N. Highway 97, Bldg M
Bend OR, 97703
(541) 410-2993
paul.singer@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 4 Manager

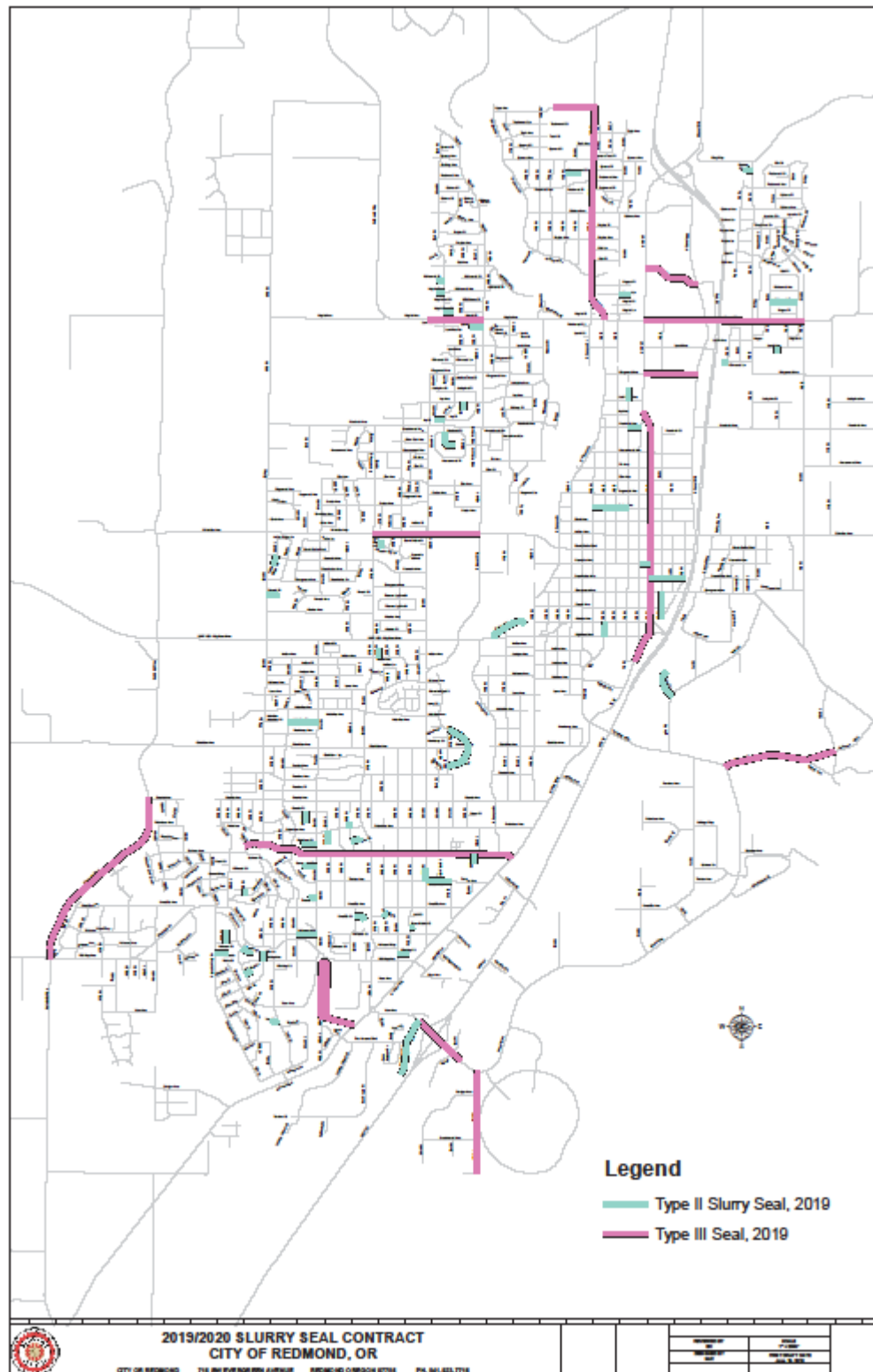
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Rachel Bertoni via email
Assistant Attorney General

Date 02/12/2020

EXHIBIT A





CITY OF REDMOND

411 SW 9th STREET
REDMOND, OR 97756

541.923.7710
FAX: 541.548.0706
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: March 10, 2020
TO: Redmond City Council
THROUGH: Brooks Slyter, Accounting & Financial Reporting Director
Keith Witcosky, City Manager
FROM: Zachary Bass, Airport Director
SUBJECT: Application for Federal Aviation Administration (FAA) Airport Improvement Program Grant 3-41-0052-045-2020 in the amount of \$3,018,922 (AP4500)

Addresses Council Goal:

5.B.4. Pursue State, FAA, and other funding for development, expansion and preservation of the airport's physical facilities.

Report in Brief:

This action requests City Council authorization for Redmond Municipal Airport (Airport) to apply for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant 3-41-0052-045-2020 in the amount of \$3,018,922 and for the City Manager to execute the grant agreement if awarded. This grant will assist with the construction of the new Snow Removal Equipment (SRE) building and will be the second FAA AIP grant for this project.

Background:

The existing SRE building was constructed in 2001. Due to the substantial growth of the airport over the last 17 years, the existing facility is severely undersized. Currently, most of the Airport's equipment is stored outside of the building.

The project (currently underway) is to construct a new SRE building to provide a storage facility for specialized airfield snow removal equipment and pavement de-icing materials. It will include equipment storage, maintenance work spaces, as well as office and training space.

RDM successfully applied for a FAA grant (AP4400) on April 4, 2019, and a grant agreement was executed on August 29, 2019. This was the first FAA grant for this project. The Airport is now requesting authorization for a second grant. If approved, this grant is estimated to be awarded and executed in Summer 2020.

Discussion:

This grant amount will be applied to the overall cost of the SRE building. The FAA will pay for 40% of the project with the two grants discussed above.

Fiscal Impact:

The total project cost is an estimated \$14,000,000. The cost will be funded by:

FAA AIP Grant 3-41-0052-045-2020 (this request):	\$3,018,922
FAA AIP Grant 3-41-0052-044-2019:	\$2,684,385
ODA COAR 2019-RDM-00010:	\$150,000
ODA COAR 2020-RDM-(Pending):	\$150,000
City Bond Proceeds:	\$7,996,693

Alternative Courses of Action:

- A. Approve the Airport's request
- B. Do not approve the Airport's request
- C. Request more information

Recommendation / Suggested Motion:

"I move to approve the request to submit an application to the Federal Aviation Administration for Airport Improvement Grant 3-41-0052-045-2020 and authorize the City Manager to sign the grant acceptance if awarded."



CITY OF REDMOND

411 SW 9th STREET
REDMOND, OR 97756

541.923.7710
FAX: 541.548.0706
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: March 10, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: Zachary Bass, Airport Director
SUBJECT: Acceptance of Oregon Department of Aviation Critical Oregon Airport Relief Grant No. COAR-2020-RDM-Phase II in the amount of \$150,000 (AP4500)

Addresses Council Goal:

5.B.4. Pursue State, FAA, and other funding for development, expansion and preservation of the airport's physical facilities.

Report in Brief:

This action requests City Council authorize the acceptance and execution of an Oregon Department of Aviation (ODA) grant offer through the Critical Oregon Airport Relief (COAR) Program in the maximum amount of \$150,000. This grant shall assist with the construction of the new Snow Removal Equipment (SRE) building at Redmond Municipal Airport (RDM).

Background:

The existing SRE building was constructed in 2001. Due to the substantial growth of the airport over the last 17 years, the existing facility is severely undersized. Currently, most of the Airport's equipment is stored outside of the building.

The project (currently underway) is to construct a new SRE building to provide a storage facility for specialized airfield snow removal equipment and pavement de-icing materials. It will include equipment storage, maintenance work spaces, as well as office and training space.

RDM successfully applied for and executed a COAR grant in December 2019. This was the first ODA grant on the project (Phase I). In November 2019, the Airport submitted another application for a second grant (Phase II). In January 2020, we received notice that this grant will be awarded for \$150,000 with grant execution expected in Fall 2020.

Discussion:

This phase II grant of \$150,000 reduces the amount of local match dollars needed from Airport funds to match the Federal Aviation Administration (FAA) grant (also being acted upon at the March 10 City Council meeting) for the project.

Fiscal Impact:

The total project cost is an estimated \$14,000,000. The cost will be funded by:

FAA AIP Grant 044 (executed):	\$2,684,385
- ODA Grant COAR-2019-RDM-00010 (Phase I):	\$150,000
- FAA AIP Grant 045 (future):	\$3,018,922
- ODA Grant COAR-2020-RDM-Pending (Phase II):	\$150,000
- Airport Bond Funds:	\$7,996,693

Alternative Courses of Action:

- A. Accept the grant
- B. Do not accept the grant
- C. Request more information

Recommendation / Suggested Motion:

"I move to accept the Oregon Department of Aviation's Critical Oregon Airport Relief Grant No. COAR-2020-RDM-Phase II in the amount of \$150,000 and to authorize the City Manager to execute the grant agreement."



CITY OF REDMOND

411 SW 9th STREET
REDMOND, OR 97756

541.923.7710
FAX: 541.548.0706
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: March 10, 2020
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: Zachary Bass, Airport Director
SUBJECT: Amendment #3 to City of Redmond Legal Services Contract #2018-30 with Bryant, Lovlien & Jarvis, P.C. to increase contract amount by \$45,000.

Addresses Council Goal:

- 5.B. Promote business activities on airport lands located inside the fence line.
- C. Maximize the development potential of airport lands located outside the fence line.

Report in Brief:

This items requests City Council amend the existing legal services contract between the City of Redmond and Bryant, Lovlien & Jarvis, P.C. (BLJ). For Fiscal Year (FY) 2018/2019 the initial legal contract was for \$95,000. This contract has received one previous increase through an amendment in the amount of \$90,000. This amendment adds \$45,000 to that to bring the total contract to \$230,000.

Background:

On February 23, 2018, the Airport sent out an informal request for qualifications for legal services to firms within Oregon; four (4) responses were received. A selection committee evaluated the responses using criteria based on "desired skills and abilities" and "hourly rates".

BLJ received the highest point total. On May 18, 2018, the City entered into Contract #2018-30 with BLJ.

While primarily used by Redmond Airport, other City departments such as Public Works have also billed to this contract.

The contract has received two previous amendments:

- Amendment #1: Extended the contract end date to June 30, 2019 (from April 2019);
- Amendment #2: Increased the contract by \$90,000 (to a total of \$185,000) and extended the contract end date to June 30, 2020.

This amendment (Amendment #3) will add \$45,000 to the contract to bring the total to \$230,000.

Discussion:

BLJ has performed services that include:

1. Preparation and execution of various Airport tenant leases, ground and buildings leases, concessionaires' agreements, letters of intent, licenses, required property easements, FBO agreements, etc.
2. Development of Airport policies and standard templates for Airport leases and Contracts.
3. Assistance with hangar ownership reversions, Airport hangar acquisitions, and hangar dispositions among private parties.

The series of amendments reflect the body of work that occurred over the past few years. In the next few months, the City (through the Airport) will be pursuing a new solicitation seeking an Airport attorney of record/legal services through a multi-year contract.

Fiscal Impact:

The City shall pay BLJ a maximum potential compensation of \$45,000 to cover FY 2019/2020 legal fees only if the City incurs more than the currently budgeted amount of \$90,000 by June 30, 2020. The FY 2019/2020 budget can accommodate this increase through other projected savings.

Alternative Courses of Action:

1. Approve Amendment #3 to Contract 2018-30 and authorize the City Manager to sign the amendment.
2. Request more information.
3. Do not approve the Amendment #3 to Contract 2018-30

Recommendation / Suggested Motion:

"I move to approve Amendment #3 to City Contract #2018-30 with Bryant Lovlein & Jarvis and authorize the City Manager to sign the amendment."