



CITY OF REDMOND

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

REVISED

CITY COUNCIL

September 13, 2022
Council Chambers • 411 SW 9th Street

COUNCIL MEMBERS

George Endicott
Mayor

Jay Patrick
Council President

Krisanna
Clark-Endicott
Councilor

Clifford Evelyn
Councilor

Ed Fitch
Councilor

Shannon Wedding
Councilor

Cat Zwicker
Councilor

SEPTEMBER 13, 2022

REGULAR MEETING AGENDA

6:00 PM

I. CALL TO ORDER / ESTABLISH A QUORUM

II. BLESSING - Father Todd Unger, St Thomas Catholic Church

III. PLEDGE OF ALLEGIANCE

IV. COMMENTS FROM CITIZENS AT THE MEETING

V. CONSENT AGENDA

- A. Oregon Department of Transportation High Visibility Overtime Enforcement Grants: \$20,500
- B. Bid award to Nelson Roofing Enterprises, Inc., DBA: Central Oregon Roofing, for the Public Works Transportation Cold Storage Warehouse Re-roof: \$283,660
- C. Res. #2022-26 - A resolution authorizing the application and acceptance of a grant up to \$541,639 from the Oregon Department of Transportation for the development of a trail system in southwest Redmond
- D. Accept Deschutes County ARPA Grant for Senior Center Kitchen Project (SC2201), Agreement #2022-706: \$250,000

VI. PROCLAMATIONS

- A. Honor Flight of Central Oregon Welcome Home Day
- B. Constitution Week

VII. PRESENTATIONS

- A. 4th Quarter (Year-End) Financial Report
- B. How partnerships between the Redmond School District and Redmond Police Department keep our schools safe

VIII. ACTION ITEMS

- A. Hayden Homes Annexation Agreement for Northwest Way and NW Spruce Avenue
- B. Vollertsen Living Trust Annexation Agreement

- C. Resolution #2022-28 - A resolution of the City of Redmond to make Budget Adjustments to the Fiscal Year 2022/23 Budget for Police Vehicles & Equipment; GO Bond Cost of Issuance; Senior Center Kitchen and Public Works Cold Storage Roof.

IX. MAYOR'S COMMENTS

X. COUNCIL COMMENTS

- A. Written Comments from Councilor Fitch

XI. CITY MANAGER COMMENTS

XII. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

XIII. ADJOURN

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

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

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



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STAFF REPORT

DATE: September 13, 2022
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
Devin Lewis, Police Captain
FROM: Jonny Dickson, Sergeant
SUBJECT: Oregon Department of Transportation High Visibility Overtime Enforcement Grants: \$20,500

Addresses Council Goal:

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

Report in Brief:

This item requests City Council accept \$20,500 in grant monies from the State of Oregon for ongoing efforts to enforce seat belt, DUII, Speed, & Distracted Driving laws through high visibility and enhanced patrols.

Background:

The Oregon Department of Transportation (ODOT) and the Department of Motor Vehicle's Transportation Safety Office identify Oregon law enforcement agencies with the data-driven need to conduct overtime traffic enforcement projects within their communities. All of Oregon's high visibility enforcement projects are designed to coordinate with national mobilizations and/or state efforts to maximize visibility and effectiveness. High visibility enforcement is a proven countermeasure to reduce traffic collisions and violations resulting from poor driving behavior. It is Redmond Police Department's (RPD) goal to make Redmond's streets as safe as possible for motorists and other roadway users.

Discussion:

RPD has been notified by ODOT that our application has been approved for \$20,500 in High Visibility Overtime Enforcement Grants. Accepting this grant will allow RPD to continue placing additional officers on our roadways to encourage transportation safety through education and enforcement. This grant follows the Federal fiscal year: October 1, 2022, through September 30, 2023.

Fiscal Impact:

This grant was not budgeted for in the current year budget. The in-kind match requirement is already built into the standard routines of the RPD.

Alternative Courses of Action:

1. Accept / approve said item
2. Do not accept / approve said item
3. Take no Action and Request more information

Recommendation / Suggested Motion:

"I move to accept the Oregon Department of Transportation High Visibility Overtime Enforcement grant award in the amount of \$20,500.00 and authorize the City Manager to sign the grant agreement."



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STAFF REPORT

DATE: September 13, 2022
TO: 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: Bid award to Nelson Roofing Enterprises, Inc., DBA: Central Oregon Roofing, for the Public Works Transportation Cold Storage Warehouse Re-roof: \$283,660

Addresses Council Goal:

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

Report in Brief:

This action requests City Council award a \$283,660 contract to Central Oregon Roofing for the replacement of the aluminum roof of the Public Works Transportation cold storage warehouse.

Background:

The City owns an approximately 20,000 square foot cold storage warehouse at the main Public Works campus used to store various vehicles, equipment, and material primarily associated with Transportation operations. The warehouse was constructed in 1937 and consists of a metal roof that is believed to be original to the facility. This contract would pay for the replacement of this nearly 95-year-old roof.

Over the years, the Facilities Division has extended the utility of the roof system by conducting preventative maintenance and repairing small leaks. However, there are several large leaks and the roof has deteriorated to the point that a full replacement is needed. Re-roofing the cold storage warehouse at Public Works will maintain the integrity of the building over the next 40 years and will save time and money on repairs caused by water damage.

Discussion:

The City issued a formal Invitation to Bid per ORS Section 279C. Three bids were received and publicly read on August 24, 2022, from the following contractors:

<u>Contractor</u>	<u>Bid Amount</u>
1. Nelson Roofing Enterprises, Inc. (DBA: Central Oregon Roofing)	\$283,660
2. Northwest Quality Roofing	\$334,950
3. Richard's Remodeling & Construction	\$378,000

Nelson Roofing Enterprises, Inc. is the lowest responsible bidder. The Notice of Intent to Award was issued on August 26, 2022. This contract has a project completion date of June 30, 2023.

Fiscal Impact:

The Fiscal Year 2022/23 budget includes \$280,000 for this project in the Capital Projects Fund (see attached). The additional \$3,660 will be paid by the General Fund and necessitates a budget adjustment (see Resolution #2022-28).

Alternative Courses of Action:

1. Authorize the contract.
2. Do not authorize the contract.

3. Request more information.

Recommendation / Suggested Motion:

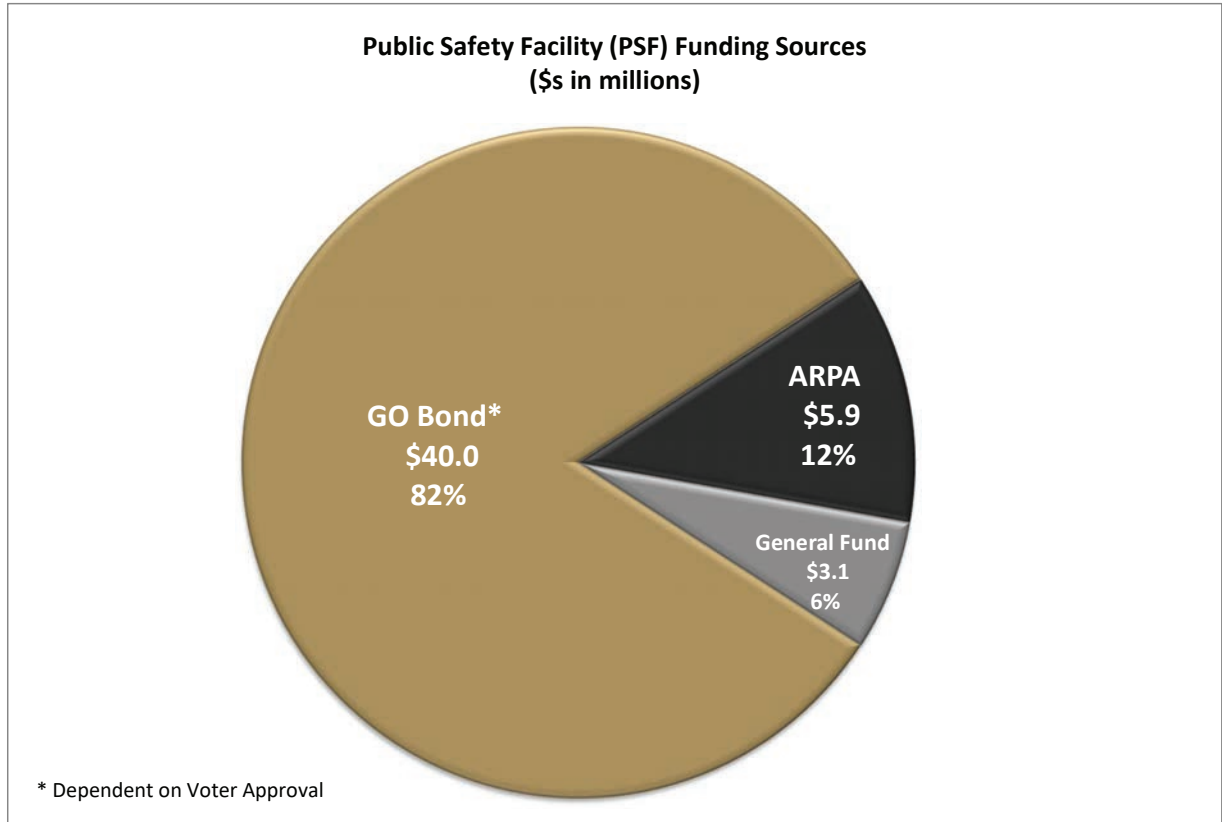
"I move to award the contract for the Public Works Transportation Cold Storage Re-roof to Nelson Roofing Enterprises, Inc., DBA: Central Oregon Roofing, in the amount of \$283,660 and authorize the City Manager to sign the contract."

NOTES ON THE FISCAL YEAR 2022/23 BUDGET

- Public Safety Facility (PSF):

Resources

- \$40 million is included as debt proceeds in the event the voters approve the ballot measure (bond) for a new PSF in the May 2022 Election.
- \$3.6 million is included as a resource, via transfer from the General Fund, for the remainder of the City's ARPA SLFRF (\$0.7 million remaining 1st allocation and \$2.9 million from 2nd allocation) to go towards the PSF design. This is consistent with City Council direction in FY 2021/22.
- \$1.1 million is included as a transfer, via transfer from the General Fund, to go towards the PSF.
- Below is a summary of project funding for the PSF:



Expenditures

- The following project expenditures in FY 2022/23 are dependent on voter approval of the ballot measure:
 - \$4 million is included to design the PSF. The City will solicit a request for qualifications for the design and bring a design contract recommendation to the City Council for approval in early FY 2022/23.
 - \$42.7 million is reserved for project expenditures beyond FY 2022/23.
- The budget includes 3 other City Projects:
 - \$280,000 to replace the Transportation cool storage roof at the Public Works Facility. This project is funded by the General Fund (\$83,820 left over from the City Hall project, \$66,180 contribution in FY 2021/22 and \$130,000 in FY 2022/23).
 - \$250,000 to upgrade the kitchen at the Senior Center. This project is a carry-over from the FY 2021/22 budget with project award planned in June 2022.
 - \$100,000 for infrastructure improvements within the Public Works Facility compound to accommodate the future procurement of material handling equipment for the loading of sanding trucks.



BUDGET DETAIL

Capital Projects Fund		FY 2019/20 Actual	FY 2020/21 Actual	FY 2021/22 Budget	FY 2022/23 Budget
Sub-fund: Capital Projects (General Fund)					
Resources					
34100-01-000-04-40-98	Refunds/Reimbursements	-	-	35,000	-
34100-01-000-04-90-20	Debt Proceeds	-	-	-	40,000,000
34100-01-000-04-95-10	Private Source	-	-	114,075	-
34100-01-000-04-85-50	Interfund Transfers	-	-	8,180,175	4,912,717
34100-01-000-04-99-00	Beginning Fund Balance	83,820	83,820	83,820	2,400,224
TOTAL RESOURCES		83,820	83,820	8,413,070	47,312,941
Capital Outlay					
34100-01-000-07-00-03	Machinery & Equipment	-	-	125,000	125,000
34100-01-000-07-00-20	Building-Improvement/Remodel	-	-	425,000	505,000
34100-01-000-07-00-26	Land Acquisition	-	-	2,300,000	-
34100-01-000-07-01-03	Design	-	-	2,000,000	4,000,000
TOTAL CAPITAL OUTLAY		-	-	4,850,000	4,630,000
Reserve					
34100-01-000-12-00-20	Reserve for Future Expend	-	-	3,563,070	42,682,941
TOTAL RESERVE		-	-	3,563,070	42,682,941
TOTAL SUB-FUND EXPENDITURE		-	-	8,413,070	47,312,941
NET SUB-FUND		83,820	83,820	-	-
Sub-fund: Other Projects					
Resources					
34184-01-000-04-65-10	State Grants & Awards	-	-	121,875	-
34184-01-000-04-85-55	Interfund Loan	-	20,000	-	-
34184-01-000-04-95-10	Private Source	-	-	224,325	-
TOTAL RESOURCES		-	20,000	346,200	-
Capital Outlay					
34184-01-000-07-00-18	Capital Projects	-	-	346,200	-
34184-01-000-07-01-02	Infrastructure	-	306,123	-	-
34184-01-000-07-01-03	Design	-	26,030	-	-
34184-01-000-07-01-05	Administrative & Legal	-	730	-	-
34184-01-000-07-01-06	Inspection & Constr. Mgmt.	-	236	-	-
TOTAL CAPITAL OUTLAY		-	333,118	346,200	-
TOTAL SUB-FUND EXPENDITURE		-	333,118	346,200	-
NET SUB-FUND		-	(313,118)	-	-
NET FUND		83,820	(229,298)	-	-



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STAFF REPORT

DATE: September 13, 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: Res. #2022-26 - A resolution authorizing the application and acceptance of a grant up to \$541,639 from the Oregon Department of Transportation for the development of a trail system in southwest Redmond

Addresses Council Goal:

6. G: Plan, promote and develop bicycle and pedestrian facilities.

Report in Brief:

This item requests City Council both authorize the application for and acceptance of a \$541,639 grant through the Oregon Department of Transportation, Oregon Community Paths Program.

Background:

Residential development in southwest Redmond has led to an increased demand for multi-use pathways that connect adjacent neighborhoods to Ridgeview High School. The 2020 Transportation System Plan identifies priority multi-use pathway projects including a trail that follows a Central Oregon Irrigation District lateral canal from SW Canal Boulevard, adjacent to Ridgeview High School and eventually terminating in the vicinity of SW Helmholtz Way and SW Salmon Avenue (see attached table and map).

The \$541,639 grant will go towards the cost of constructing a path that follows an irrigation canal extending from the junction of SW Wickiup Avenue and SW Helmholtz Way to Ridgeview High School. The total project cost estimate is \$773,770.

Both the Parks Committee and the Bicycle and Pedestrian Advisory Committee support this grant request and use of funds.

Discussion:

The Oregon Community Paths Program is a new grant program that replaces the bike/pedestrian portion of the Connect Oregon Program. It is a competitive statewide transportation grant program that supports investments in multi-use off-street paths. The program aims to create critical links that connect active commuters to schools, downtowns, shopping, employment, and other essential destinations. The program provides funds up to 70% of the total project costs with the remaining 30% provided by the recipient as a match.

Resolution No. 2022-26 demonstrates City Council support for the project and is a requirement of the grant application. Grant awards will be announced in July 2023 with projects anticipated to be constructed in Fiscal Year 2023/24.

Fiscal Impact:

The project is estimated to cost \$773,770. The grant will reimburse up to 70% of the project costs, \$541,639, with the remainder (\$232,131) planned to be funded from Parks SDC. The grant award and Parks SDC expenditure will be included in the Fiscal Year 2023/24 budget request as a possible revenue and expense.

Alternative Courses of Action:

1. Adopt Resolution No. 2022-26 authorizing application and acceptance of the Oregon Community Pathways Grant.
2. Do not authorize the grant application.
3. Request additional information.

Recommendation / Suggested Motion:

"I move to adopt Resolution No. 2022-26 approving the submittal of an application for the Oregon Community Pathways Grant and authorizing the City Manager to accept the grant, if awarded"

**CITY OF REDMOND
RESOLUTION NO. 2022-26**

A RESOLUTION OF THE CITY OF REDMOND AUTHORIZING THE CITY OF REDMOND TO APPLY FOR THE OREGON COMMUNITY PATHWAYS GRANT FROM THE OREGON DEPARTMENT OF TRANSPORTATION FOR DEVELOPMENT OF SW CANAL TRAIL AND DELIGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION AND ACCEPT THE GRANT IF AWARDED.

WHEREAS, the Oregon Department of Transportation is accepting applications for the Oregon Community Pathways Grant; and

WHEREAS, the City of Redmond desires to participate in this grant program to the greatest extent possible as a means of providing pedestrians and cyclists a critical link to Ridgeview High School in southwest Redmond; and

WHEREAS, the Transportation System Plan, Parks Committee and City Staff have identified a new trail system in Southwest Redmond as a high priority need in the City of Redmond; and

WHEREAS, the project will provide one mile of an Americans with Disabilities Act compliant trail system connecting southwest Redmond Residents to Ridgeview High School; and

WHEREAS, the City of Redmond has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City of Redmond will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded.

NOW, THEREFORE, be it resolved by the Redmond City Council:

SECTION ONE: The City Council demonstrates its support for the submittal of a grant application to the Oregon Department of Transportation for a new multi-use trail in southwest Redmond.

SECTION TWO: This Resolution shall be effective following its adoption by the City Council.

ADOPTED by the City Council and **SIGNED** by the Council President this 13th day of September 2022.

Robert J. Patrick, Council President

ATTEST:

Kelly Morse, City Recorder

Table 7: Priority Multi-Use Pathways

Map ID	Corridor	S-W Limit	E-N Limit	Length (miles)	2020 Cost Estimates
B1	SW/NW Helmholtz Way	SW Canal Blvd	NW Canal Blvd	8.0	Costs included in S14
B2	NW Pershall Way	Dry Canyon Trail	B1	0.3	\$1.0M
B5	NW Spruce Ave	NW Helmholtz Way	NW 19th St	1.2	\$4.6M
B11	NW Maple Ave	NW Helmholtz Way	west of NW 22nd St	1.2	\$4.7M
B12	NW 35th St	NW Dogwood Ave	NW Upas Way	1.8	\$6.7M
B13	NW 27th St	NW Greenwood Ave	NW Upas Way	1.7	\$6.6M
B17	SW 39th St	SW Quartz Ave	NW Maple Ave	2.4	\$9.2M
B18	NW Hemlock Ave	NW Helmholtz Way	NW 19th St	1.4	\$5.5M
B19	NW 29th St	NW Hemlock Ave	UGB	0.9	\$3.5M
B28	Lateral E Pilot Butte Canal	OR 126	NE Kingwood Ave	1.2	\$4.8M
B46	OR 126	SE Jackson St	UGB	1.8	\$7.0M
B47	SW 35th St	SW Quartz Ave	W Antler Ave	1.2	\$4.7M
B52	SW Quartz Ave	SW Helmholtz Way	SW 35th St	0.5	\$2.1M
B55	SW Quartz Ave	SW Canal Blvd	SE Airport Way	1.0	\$7.5M
B56	SE Airport Way/SE 9th St	Railroad	OR 126	3.0	\$11.4M
B61	SW 19th St	SW Canal Blvd	SW Reindeer Ave	0.3	\$1.0M
B62	SW Canal Blvd/Pilot Butte Canal	SW 27th St	NE King Way	2.4	\$9.1M
B67	SW Helmholtz Way	SW Canal Blvd	SW Reservoir Dr	2.5	\$9.8M
B69	Pilot Butte Canal	SW Elkhorn Ave	SW Canal Blvd	0.5	\$2.0M
B71	SW Canal Blvd	SW Helmholtz Way	SW Elkhorn Ave	0.9	\$3.5M
US 97 SRCP	SW Canal Blvd/US 97	SW Yew Ave	New Northern Roadway Connection (Motel 6)	1.3	Included in SRCP
Total Multi-Use Pathways					\$104.7M

58





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TWO INCHES AT FULL SCALE
IF NOT, SCALE ACCORDINGLY



SHEET
1
OF ___ SHEETS

COR PROJECT NUMBER		PARKS	
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DESIGNED BY	FIRST DRAFT DATE	JWS	05-10-2022
DRAFTED BY	REVISION DATE	JWS	

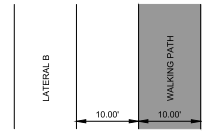
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CANAL TRAIL SW HELMHOLTZ WAY SITE PLAN

CITY OF REDMOND ENGINEERING
243 E ANTLER AVENUE, REDMOND, OREGON 97756

MATCHLINE - SEE ABOVE
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MATCHLINE - SEE SHEET 3



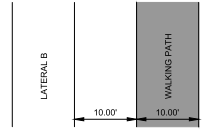
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COR PROJECT NUMBER			PARKS	
REVIEWED BY	MFR	SCALE	NOTED	
DESIGNED BY	JWS	FIRST DRAFT DATE	08-10-2022	
DRAFTED BY	JWS	REVISION DATE	00-00-00	

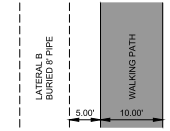


2

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WALKING PATH LOCATION
EXPOSED CANAL
SCALE: 1" = 10'



WALKING PATH LOCATION
BURIED 8" PIPE
SCALE: 1" = 10'



CANAL TRAIL
SW HELMHOLTZ WAY
CANAL TRAIL - STA 8+00-16+00

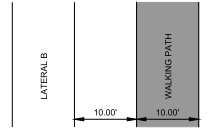
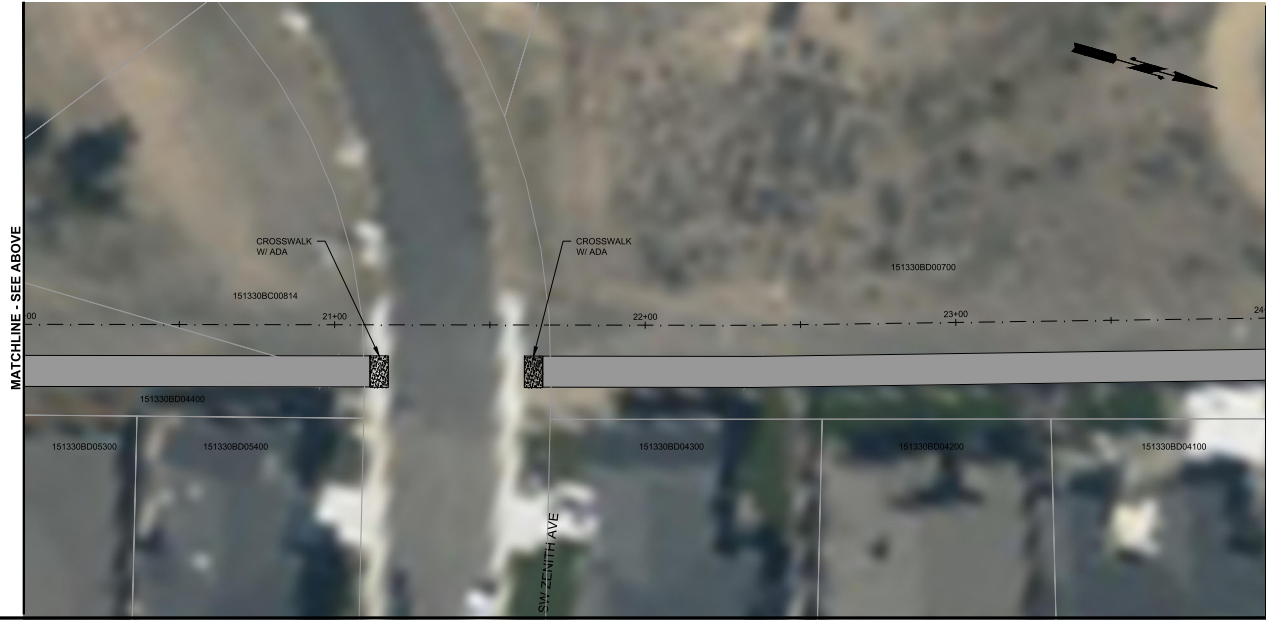
CITY OF REDMOND ENGINEERING
240 E ANTLEPE AVENUE, REDMOND, OREGON 97756

REVISION	DATE	APPD
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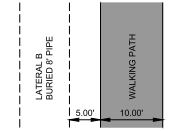
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REVIEWED BY	SCALE	MR	NOTED
DESIGNED BY	FIRST DRAFT DATE	JWS	08-10-2022
DRAFTED BY	REVISION DATE	JWS	08-25-20



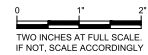
SHEET
3
OF ___ SHEETS



WALKING PATH LOCATION
EXPOSED CANAL
SCALE: 1" = 10'



WALKING PATH LOCATION
BURIED 8" PIPE
SCALE: 1" = 10'



		COR PROJECT NUMBER		PARKS	
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CANAL TRAIL SW HELMHOLTZ WAY CANAL TRAIL - STA 16+00-24+00					
CITY OF REDMOND ENGINEERING 240 E ANTLER AVENUE, REDMOND, OREGON 97756					

SHEET
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OF ___ SHEETS

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MATCHLINE - SEE ABOVE



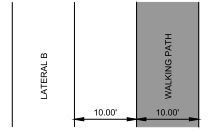
MATCHLINE - SEE SHEET 6

MATCHLINE - SEE SHEET 4

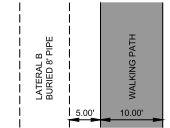


MATCHLINE - SEE SHEET BELOW

SW YEIV AVE



WALKING PATH LOCATION
EXPOSED CANAL
SCALE: 1" = 10'



WALKING PATH LOCATION
BURIED 8" PIPE
SCALE: 1" = 10'



COR PROJECT NUMBER		PARKS	
REVIEWED BY	MR	SCALE	NOTED
DESIGNED BY	JNS	FIRST DRAFT DATE	08-10-2022
DRAFTED BY	JNS	REVISION DATE	



SHEET

5

OF 5 SHEETS

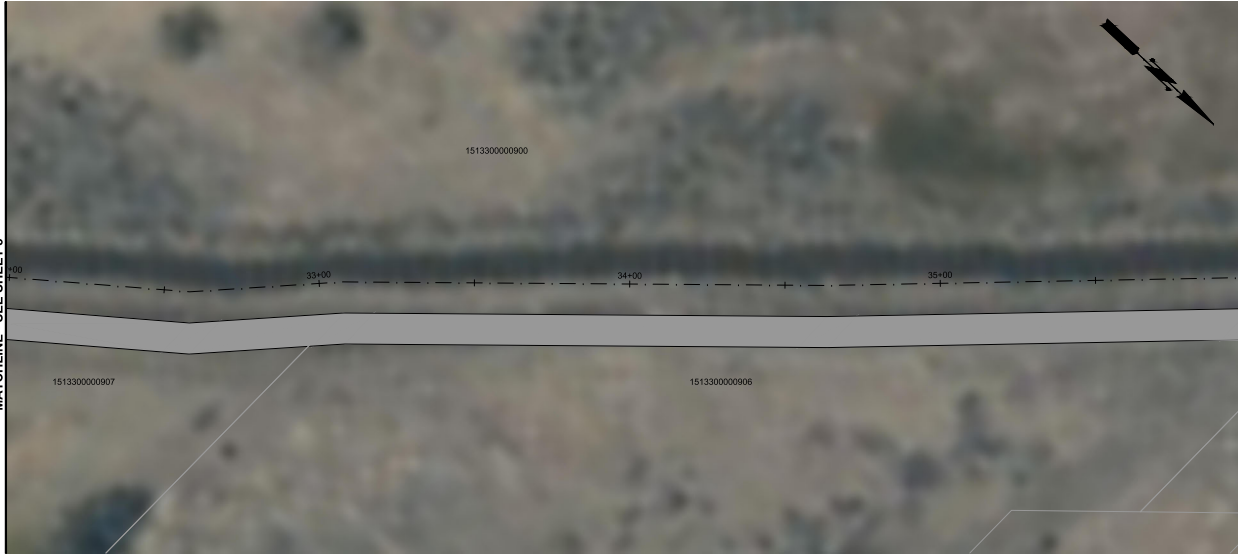
CANAL TRAIL
SW HELMHOLTZ WAY
CANAL TRAIL - STA 24+00-32+00

CITY OF REDMOND ENGINEERING
240 E ANTLER AVENUE, REDMOND, OREGON 97756

REVISION	DATE	APPD
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MATCHLINE - SEE SHEET 5

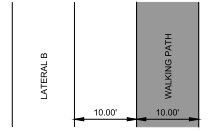


MATCHLINE - SEE SHEET BELOW

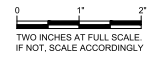
MATCHLINE - SEE ABOVE



MATCHLINE - SEE SHEET 7



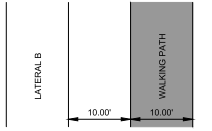
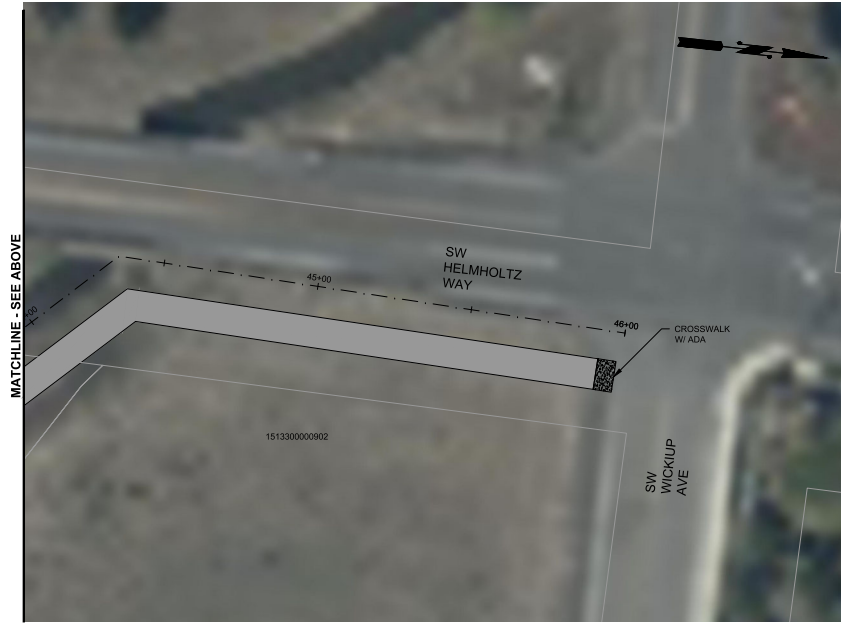
WALKING PATH LOCATION
EXPOSED CANAL
SCALE: 1" = 10'



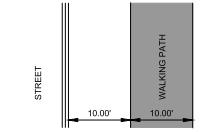
	COR PROJECT NUMBER		PARKS	
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	DESIGNED BY	FIRST DRAFT DATE	JWS	08-10-2022
	DRAFTED BY	REVISION DATE	JWS	08-25-2022
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6		REVISION		
OF 6 SHEETS		DATE APPD		

CANAL TRAIL	
SW HELMHOLTZ WAY	
CANAL TRAIL - STA 32+00-40+00	
CITY OF REDMOND ENGINEERING	
240 E ANTLER AVENUE, REDMOND, OREGON 97756	

G:\ENGINEER\PROJECTS\PARKS\TRAILS\ELKHORN TRAIL\GENERAL\ELKHORN TRAIL.DWG, 8/30/2022 9:40 AM, JON SPURLIN



WALKING PATH LOCATION
EXPOSED CANAL
SCALE: 1" = 10'



WALKING PATH LOCATION
NEXT TO STREETS
SCALE: 1" = 10'



TWO INCHES AT FULL SCALE.
IF NOT, SCALE ACCORDINGLY

CANAL TRAIL		SW HELMHOLTZ WAY	
CANAL TRAIL - STA 40+00-46+00			
CITY OF REDMOND ENGINEERING 240 E ANTLER AVENUE, REDMOND, OREGON 97756			
COR PROJECT NUMBER		PARKS	
REVIEWED BY	SCALE	MR	NOTED
DESIGNED BY	FIRST DRAFT DATE	JWS	08-10-2022
DRAFTED BY	REVISION DATE	JWS	08-25-2022
SHEET		No.	
7		REVISION	
OF 7 SHEETS		DATE APPD	



CITY OF REDMOND

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

STAFF REPORT

DATE: September 13, 2022
TO: Redmond City Council
Keith Witcosky, City Manager
THROUGH: Jason Neff, Chief Financial Officer
Jessica MacClanahan, City Engineer
FROM: Brooks Slyter, Accounting & Financial Reporting Director
SUBJECT: Accept Deschutes County ARPA Grant for Senior Center Kitchen Project (SC2201), Agreement #2022-706: \$250,000

Addresses Council Goal:

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

Report in Brief:

This item requests City Council authorization to accept grant funding from Deschutes County in the amount of \$250,000 to provide additional scope for the Senior Center kitchen upgrade.

Background:

In September 2021, through Resolution No. 2021-28, City Council authorized up to \$250,000 towards kitchen upgrades in the City-owned Redmond Senior Center made possible by the City's American Rescue Plan Act (ARPA) award. However, the scope of the project requires additional resources and the Senior Center was able to get an additional \$250,000 in ARPA funding from Deschutes County.

ARPA dollars have significant regulatory and contracting requirements. Therefore, as owner of the building, the City will be managing the project and serving as administrator of the federal funds. The attached Grant Agreement No. 2022-706 creates the framework for the use of the County ARPA for the kitchen upgrade project (SC2201).

Discussion:

The attached Grant Agreement No. 2022-706 between Deschutes County and the City is estimated to provide additional funding for the repair and updates to the commercial kitchen, addition of secure food storage, and the addition of IT infrastructure to enable staff to manage operations including scheduling, ordering, data collection, and reporting. Expected costs are detailed in the table below.

Project Element	Estimated Cost
Design, Permitting, Etc.	\$ 50,000
Equipment	\$ 300,000
Construction	\$ 130,000
Materials	\$ 20,000
TOTAL	\$ 500,000

Fiscal Impact:

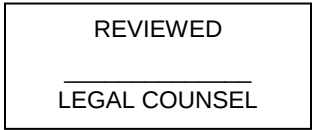
Aside from staff administration time, this grant agreement has no direct fiscal impact on the City.

Alternative Courses of Action:

1. Authorize Grant Acceptance
2. Do Not Authorize Grant Acceptance
3. Take no Action and Request More Information

Recommendation / Suggested Motion:

"I move to accept grant funds from Deschutes County in the amount of \$250,000, and authorize the City Manager to sign Grant Agreement No. 2022-706."



5. Reporting Requirements

As applicable, Grantee shall submit reports requested by County and in accordance with the U.S. Department of the Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds available at the following link: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

6. Effective Date and Termination Date.

The effective date of this Grant Agreement ("Agreement") shall be deemed 11/01/2021. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when County confirms Grantee's completed performance on or before December 31, 2026. Grant Agreement termination shall not extinguish or prejudice County's right to enforce this Grant Agreement with respect to any default by Grantee that has not been cured. This Grant Agreement may be renewed or extended only upon written agreement of the Parties.

7. Exhibits. This Grant Agreement contains the following Exhibits.

Exhibit A – PROGRAM / USES

Exhibit B – FUNDING

Exhibit C – INSURANCE REQUIREMENTS

Exhibit D – WORKER'S COMPENSATION EXEMPTION CERTIFICATION

Exhibit E – CONFIDENTIALITY AGREEMENT

Exhibit F – FEDERAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Parties hereto have caused this Grant Agreement and attached Exhibits to be executed, either as individuals, or by their officers, thereunto duly authorized.

City of Redmond

Signature: _____

Email: _____

Title: _____

Date: _____

DESCHUTES COUNTY

Signature: _____

Email: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS

- 1. Governing Law, Consent to Jurisdiction.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
 - A. Any claim, action, suit or proceeding (collectively, "Claim") between County and Grantee that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
 - B. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.
- 2. Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Grantee and this Grant Agreement. This Section shall survive expiration or termination of this Grant Agreement.
- 3. Independent Parties; Conflict of Interest.**
 - A. Grantee is not an officer, employee, or agent of Deschutes County as those terms are used in ORS 30.265 or otherwise.
 - B. If Grantee is currently performing work for Deschutes County or the federal government, Grantee by signature to this Grant Agreement, represents and warrants that Grantee's participation in this Grant Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Grantee currently performs work would prohibit Grantee's participation under this Grant Agreement. Grantee certifies that it is not currently employed by the federal government.
- 4. Grant Funds; Payments.** Grantee is not entitled to compensation under this Grant Agreement by any other agency or department of the federal government. Grantee understands and agrees that County's participation in this Grant Agreement is contingent on County receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to participate in this Grant Agreement.
- 5. Recovery of Overpayments.** Any funds disbursed to Grantee under this Grant Agreement that are expended in violation or contravention of one (1) or more of the provisions of this Grant Agreement or applicable federal regulation ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Grant Agreement ("Unexpended Funds") must be returned to County. Only funds resulting in performance of the project by December 31, 2026, are eligible under ARPA; all other disbursed funds must be returned to the County. Any Unexpended Funds must be returned to County by **January 15, 2027**. Grantee shall return all Misexpended Funds to County promptly after County's written demand and no later than fifteen (15) days after County's written demand. Grantee shall return all Unexpended Funds to County within fourteen (14) days after the earlier of termination or expiration of this Grant Agreement.
- 6. Indemnity.** GRANTEE SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY DESCHUTES COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS GRANT AGREEMENT. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS GRANT AGREEMENT.
- 7. Default; Remedies.** In the event of breach of this Grant Agreement the Parties shall have the following remedies:
 - A. Termination under this Grant Agreement shall be without prejudice to any obligations or liabilities of either Party already reasonably incurred prior to such termination.
 - 1) Grantee may not incur obligations or liabilities after Grantee receives written notice of termination

- 2) Additionally, neither Party shall be liable for any indirect, incidental, consequential or special damages under this Grant Agreement or for any damages of any sort arising solely from the termination of this Grant Agreement in accordance with its terms.
- B. If terminated under this Grant Agreement by the County due to a breach by the Grantee, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this Grant Agreement, return of all or a portion of this Grant Agreement amount, payment of interest earned on this Grant Agreement amount, and declaration of ineligibility for the receipt of future grant/contract awards.
- C. If amounts previously paid to Grantee exceed the amount due to Grantee under this Grant Agreement, Grantee shall repay any excess to County upon demand.
- D. Neither County nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, government declared public health emergency, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Grantee, respectively; however, Grantee shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Grant Agreement. For any delay in performance as a result of the events described in this subparagraph, Grantee may be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Grant Agreement, but only upon County approval.
- E. The passage of this Grant Agreement expiration date shall not extinguish or prejudice the County's or Grantee's right to enforce this Grant Agreement with respect to any default or defect in performance that has not been cured.
- F. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- G. Differences between a Grantee and County will be resolved, when possible, at appropriate management levels, followed by consultation between governing or operating bodies, if necessary.
8. **Termination.** All or part of this Grant Agreement may be terminated by mutual consent of both Parties or by either Party at any time for convenience upon sixty (60) days' notice in writing to the other Party. The County may also terminate all or part of this Agreement as specified below:
 - A. This Grant Agreement shall be terminated immediately and no obligations, financial or otherwise, shall be imposed upon County if funding to the County from Federal or other sources is not obtained or is not continued at levels sufficient to allow for the underlying grant award. The County will give notice whenever possible.
 - B. With thirty (30) days' written notice, if Federal or State regulations are modified or changed in such a way that the subject matter of the underlying grant award is no longer lawful or deemed an allowable use under this Grant Agreement or ARPA.
 - C. Upon notice of denial, revocation, or non-renewal of any letter of approval, license, insurance, or certificate required by law or regulation to be held by the Grantee to provide a service under this Grant Agreement.
 - D. With thirty (30) days' written notice, if Grantee fails to proceed as appropriate with the deemed allowable use(s) described in this Grant Agreement (or subsequent modifications to this Grant Agreement) within the time specified herein, or any extensions thereof.
 - E. Upon written notice, if the Grantee fails to proceed with deemed allowable uses on or about the date specified in this Grant Agreement (or subsequent modifications to this Grant Agreement).
 - F. Upon written or oral notice, if County has evidence that the Grantee has endangered or is endangering the health and safety of clients, residents, staff, or the public.
 - G. Failure of the Grantee to comply with the provisions of this Grant Agreement and all applicable Federal, State and local laws and rules which may be cause for termination of this Grant Agreement. The circumstances under which this Grant Agreement may be terminated by either Party under this paragraph may involve major or minor violations. Major violations include, but are not limited to:

- 1) Acts or omissions that jeopardize the health, safety, or security of individuals.
- 2) Misuse of funds.
- 3) Intentional falsification of records.

- H. In those circumstances where a major violation is substantiated, continued performance may be suspended by the County immediately. In all cases involving a major violation, a written notice of intent to terminate this Grant Agreement shall be sent to the Grantee found to be in violation. Prior to termination, the Grantee shall be given a reasonable opportunity to refute the findings. If the problem is not corrected within a reasonable time as determined by County in its sole discretion, this Grant Agreement may be terminated or other remedial actions may be initiated.
- I. Minor violations usually involve less than substantial compliance with the general or special conditions of this Grant Agreement. In the event of alleged minor violations, written notice shall be given and a reasonable period shall be allowed to develop a corrective action plan. This plan shall describe activities that respond to specific violations and means by which a permanent change will be made in the procedures or practices that caused the violation. If these activities do not occur within the notice period, this Grant Agreement may be terminated. Continued substantial minor violations that threaten adequacy of services may be treated like a major violation.
- J. Termination shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.
- K. Grantee shall make no expenditures, enter into no contracts, nor encumber funds in its possession or to be transferred by County, after notice of termination and later termination as set out above, without prior written approval from County.

9. Payment on Early Termination. Upon termination pursuant to Paragraph 8, payment shall be made as follows:

- A. If this Grant Agreement terminated because funding from Federal, State, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services, the County shall pay Grantee for deemed allowable uses undertaken prior to the termination date if such use was performed in accordance with the Grant Agreement. Provided however, County shall not be obligated to allow grant funds to be payable to Grantee for any obligations or liabilities incurred by Grantee after Grantee receives written notice of termination.
- B. If this Grant Agreement is terminated due to Grantee's failure to perform services in accordance with this Grant Agreement, County obligations shall be limited to payment for uses/expenditures incurred in accordance with this Grant Agreement prior to the date of notice of termination, less any damages suffered by the County.
- C. If this Grant Agreement is terminated by the Grantee due to a breach by the County, then the County shall pay the Grantee for use/expenditures incurred prior to the termination date if such work was performed in accordance with the Grant Agreement.

10. Grantee's Tender upon Termination. Upon receiving a notice of termination of this Grant Agreement, Grantee shall immediately cease all activities under this Grant Agreement unless County expressly directs otherwise in such notice of termination.

- A. Upon termination of this Grant Agreement, Grantee shall, as applicable, deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Grant Agreement been completed.
- B. Upon County's request, Grantee shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to continue the deemed allowable uses.

11. Insurance. Grantee shall maintain insurance as set forth in Exhibit D, attached hereto.

12. Records Maintenance, Access. Grantee shall maintain all financial records relating to this Grant Agreement in accordance with generally accepted accounting principles. In addition, Grantee shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee, whether in paper, electronic or other form, that are pertinent to this Grant Agreement, in such a manner as to clearly document Grantee's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Grantee whether in paper, electronic or other form, that are pertinent to this Grant

Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees that County and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee shall retain and keep accessible all Records for the longest of:

- A. Six years following final payment and termination of this Grant Agreement;
- B. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- C. Until the conclusion of any audit, controversy or litigation arising out of or related to this Grant Agreement.

13. Information Privacy/Security/Access.

- A. If this Grant Agreement requires or allows Grantee and, when allowed, its subcontractor(s), to have access to or use of any County computer system or other County Information Asset for which County imposes security requirements, and Grantee or its subcontractor(s) access to such County Information Assets or Network and Information Systems, Grantee shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, including as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
- B. If this Grant Agreement requires or allows Grantee, and when allowed, its subcontractor(s), to have access to or use any information systems hosted by a third party in order to support the deemed allowable uses identified in this Grant Agreement, Grantee and any authorized subcontractor(s) access to such systems, Grantee shall comply and require all subcontractor(s) to which such access has been granted to comply with the provisions of OAR 943-014-0300 through OAR 943-014-0320 applicable to the client information in the third party system, including as such rules may be revised from time to time. Grantee will be responsible for its compliance and the compliance of its subcontractor(s) with any terms applicable to the system, which may be addressed in a separate agreement.

14. Assignment of Agreement, Successors in Interest.

- A. Grantee shall not assign or transfer its interest in this Grant Agreement without prior written consent of County. Any such assignment or transfer, if approved in the sole discretion of County, is subject to such conditions and provisions required by County. No approval by County of any assignment or transfer of interest shall be deemed to create any obligation of County apart from those set forth in this Grant Agreement.
- B. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns

15. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Grant 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. This Section shall survive expiration or termination of this Grant Agreement.

16. No Third Party Beneficiaries.

- A. County and Grantee are the only Parties to this Grant Agreement and are the only Parties entitled to enforce its terms.
- B. Nothing in this Grant Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Grant Agreement and expressly described as intended beneficiaries of this Grant Agreement.

17. Severability. The parties agree that if any term or provision of this Grant Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Grant Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Grant Agreement.

18. Notice. Except as otherwise expressly provided in this Grant Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail, or mailing the same, postage prepaid to Grantee or County at the address or number set forth in this Grant Agreement, or to such other addresses as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five (5) days after the date of e-mailing. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

<u>To Grantee:</u>	<u>To County:</u>
Brooks Slyter	Attn: ARPA Coordinator
Accounting and Financial Reporting Director	Deschutes County Finance Department
411 SW 9th St.	1300 NW Wall Street
Redmond, OR 97756	Bend, Oregon 97703
Phone: (541) 923-7735	Phone: 541-388-6538
Email: brooks.slyter@redmondoregon.gov	Email: dan.emerson@deschutes.org

This Section shall survive expiration or termination of this Grant Agreement.

19. Headings. The headings and captions to sections of this Grant Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Grant Agreement.

20. Amendments; Waiver; Consent. County may amend this Grant Agreement to the extent provided herein, the solicitation document, if any from which this Grant Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Grant Agreement shall bind either party unless it is in writing and signed by both parties. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Grant Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Grant Agreement.

21. Merger Clause. This Grant Agreement constitutes 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 Grant Agreement.

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT A: PROGRAM / USES

Commercial Kitchen Renovation – Requesting \$250K

Deschutes County is experiencing a population boom, and the fastest-growing age group is seniors. Older adults rely on us to supplement their nutritional needs. This was especially critical when the pandemic prevented individuals from going grocery shopping and, in the case of illness, from preparing their own meals.

Prior to the pandemic, we operated a Meals on Wheels program for income-eligible seniors and served congregant meals at our Center for others. When we closed the Center in April 2020, the demand for home-delivered hot meals increased significantly. We soon reached full capacity at 120 meals per day, but we were never able to meet the demand.

Our 30-year-old commercial kitchen with malfunctioning ovens, storage units, and other equipment limit our capacity not only in production but also menu diversity and ability to store in-kind food contributions. We have an opportunity to position our organization to accommodate the needs and preferences of older adults living in and moving to our area. The project will build our capacity in three ways: (1) renovate the Center's existing commercial kitchen; (2) construct a secure food storage unit; and (3) improve our IT infrastructure for greater efficiency managing meal preparation and delivery.

We estimate that a major kitchen renovation will expand our capacity to prepare and serve daily meals by at least 50% for a total of 180 per day. Furthermore, we envision the project will benefit up to 150 homeless individuals. We are forging partnerships with member organizations of the Homeless Leadership Coalition, who are interested in preparing meals in the evenings to serve off-site.

The total renovation project cost is \$600K (secured funding - \$250K secured City of Redmond, \$70K donations). The City of Redmond is managing the project and is in the process of procurement. The project will entail:

REPAIR AND UPDATE. Gutting the existing 30-year-old 3,000-square-foot kitchen, replumbing water-damaged areas, installing high-capacity, commercial appliances, and installing commercial-grade equipment, fixtures, and surfaces. The project will allow us to accommodate the increased demand and to comply with local and state licensing requirements.

FOOD STORAGE. We aim to construct a 2,500-square-foot pantry with dry and cold storage to increase our capacity to accept donations of food as well as to accommodate purchased ingredients. Security measures will prevent theft.

IT INFRASTRUCTURE. The project includes investing in our IT infrastructure to enable staff to manage operations, including scheduling, ordering, data collection, and fiscal reporting.

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT B: FUNDING

1. Funding. County shall provide funding to Grantee as follows:

- A. The County will fund Grantee as a subaward of the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) in accordance with 2 CFR Part 200 and the U.S. Department of the Treasury guidance for Coronavirus State and Local Fiscal Recovery Funds, CFDA # 21.027. Furthermore, the County will adhere to the U.S. Department of the Treasury guidance, and may require information of the Grantees including but not limited to that found within the CSLFRF Compliance and Reporting Guidance found at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>
- B. Grantees whose total award is equal to or greater than \$50,000 are subject to subrecipient monitoring pursuant to 2 CFR §§ 200.330 through 200.332 by the County.
- C. Grantees who are not subject to subrecipient monitoring pursuant to 2 CFR §§ 200.330 through 200.332 will be awarded funds as a lump sum payment. Grantees not subject to subrecipient monitoring by the County may be required, upon request, to submit quarterly reports to the County in the aggregate, with regards to obligations and expenditures with CSLFRF funds, as well as additional information ensuring the eligible usage of CSLFRF funds.
- D. Grantees who are subject to subrecipient monitoring pursuant to 2 CFR §§ 200.330 through 200.332 by the County will complete a fiscal monitoring assessment questionnaire provided by the County. The fiscal monitoring assessment questionnaire is separate from this contract and the answers provided by the Grantee to this questionnaire must be accurate to the best of their ability and be attested to by the appropriate Grantee authority. The County will evaluate the Grantee's risk of noncompliance based on the attested answers to the fiscal monitoring assessment questionnaire. The Grantees evaluated risk level will determine the initial fund award payment type and the County's degree of subrecipient monitoring to ensure CSLFRF use compliance. To ensure compliance, the County will conduct ongoing validations of risk assessment throughout the life of the award for Grantee's subject to subrecipient monitoring. As the pass-through entity of CSLFRF responsible for subrecipient monitoring and the compliance of CSLFRF use, the County has the authority, in general, including but not limited to:
 1. Reviewing Grantee financial statements, business, and performance reports.
 2. Reviewing Grantee records, invoices, payroll, supporting documentation, and other pertinent financial documents as necessary to ensure compliance.
 3. Performing on-site reviews of the Grantees program operations.
 4. Requiring Grantee payments as reimbursements rather than advance payments.
 5. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance.
 6. Requiring additional, more detailed financial reports from the Grantee.
 7. Requiring additional project monitoring.
 8. Requiring the non-Federal Grantee to obtain technical or management assistance.
 9. Establishing additional prior approvals and internal controls for the Grantee
 10. Any additional requirements that the County imposes on the Grantee in order for the County to meet its own responsibility to the U.S. Department of the Treasury.
- E. Should Grantee demonstrate noncompliance the County can take enforcement action against the Grantee, including and not limited to:
 1. Temporarily withholding cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the County.
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the CSLFRF award.
 4. Recommend suspension or debarment proceedings as authorized under 2 CFR part 180 to be initiated by a Federal awarding agency.
 5. Withhold further awards for the project or program.
 6. Take other remedies that may be legally available.
- F. Notwithstanding any other payment provision of this Grant Agreement, should Grantee fail to submit required reports when due, or fail to perform or document the employment of funding for the deemed allowable uses; County may immediately withhold payments under this Grant Agreement or reject part or all of Grantee's request for funds.
- G. If the federal government disallows or requests repayment for any funds paid under this Grant Agreement due to Grantee's acts or omissions, Grantee shall make payment to County of the amount the federal government disallows or requests repayment.

2. The Maximum Funding Award.

- A. The maximum funding award under this Grant Agreement is **\$250,000**.
- B. Grantee shall not submit request for funds / invoices for, and County shall not pay for any sum in excess of the maximum funding award amount set forth above.
- 1) County may have need to amend maximum funding award through amendment of this Grant Agreement. If this maximum funding award amount is decreased or increased by amendment of this Grant Agreement, the amendment shall be fully effective before Grantee undertakes operations or proceeds with deemed allowable uses subject to the amendment.
 - 2) Notwithstanding any other funding provision of this Grant Agreement, should Grantee fail to submit required reports, itemized receipts or documentation as outlined in this Grant Agreement or as required by the federal government as a condition of ARPA funding, or fail to perform or document the performance of awarded project / uses; County shall immediately withhold funding under this Grant Agreement or reject part or the Grantee's entire request for funding.
 - 3) In the event that a statutorily required license or insurance is suspended or not extended, County's obligation to provide funding for uses / operations rendered without the necessary license or insurance will cease as of the date of expiration or suspension of license and/or insurance.

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT C: INSURANCE REQUIREMENTS

Grantee shall obtain at Grantee's expense the insurance specified in this Exhibit C prior to proceeding under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Grantee shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2), (Exemption Certificate Exhibit D). As applicable, Grantee shall require and ensure that each of its subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. COMMERCIAL GENERAL LIABILITY:

☐ Required ☒ Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the County. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

3. PROFESSIONAL LIABILITY:

☐ Required ☒ Not required

PROFESSIONAL LIABILITY. Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Grant Agreement, with limits not less than the \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

4. AUTOMOBILE LIABILITY INSURANCE:

☐ Required ☒ Not required

Automobile Liability Insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

5. ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Grant Agreement must include an additional insured endorsement specifying Deschutes County, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

6. WAIVER OF SUBROGATION:

Grantee shall waive rights of subrogation which Grantee or any insurer of Grantee may acquire against the County by virtue of the payment of any loss. Grantee will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

7. TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least twenty-four (24) months, Grantee shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of twenty-four (24) months following the later of (i) Grantee's completion of the uses / project funding by this Grant Agreement, or, (ii) County or Grantee termination of this Grant Agreement, or, iii) the expiration of all warranty periods (if applicable) provided under this Grant Agreement.

8. CERTIFICATE(S) AND PROOF OF INSURANCE:

Grantee shall provide to County Certificate(s) of Insurance for all required insurance before County will fund this Grant Agreement. The Certificate(s) shall list Deschutes County, 1300 NW Wall Street, Bend, OR 97703 as a Certificate holder. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant Agreement.

9. NOTICE OF CHANGE OR CANCELLATION:

The Grantee or its insurer must provide at least thirty (30) days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. INSURANCE REQUIREMENT REVIEW:

Grantee agrees to periodic review of insurance requirements by County under this Grant Agreement and to provide updated requirements as mutually agreed upon by Grantee and County.

11. COUNTY ACCEPTANCE:

All insurance providers are subject to County acceptance. If requested by County, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Exhibit C.

DESCHUTES COUNTY RISK MANAGEMENT

Signature: _____

Email: _____

Title: _____

Date: _____

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT D: WORKER'S COMPENSATION EXEMPTION CERTIFICATION

(To be used only if Grantee claims to be exempt from Workers' Compensation coverage requirements)

Grantee is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

☐ **NOT APPLICABLE**

- Grantee is providing Workers' Compensation certificate.

☐ **SOLE PROPRIETOR**

- Grantee is a sole proprietor, and
- Grantee has no employees, and
- Grantee shall not hire employees to perform this contract.

☐ **CORPORATION - FOR PROFIT**

- Grantee's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Grantee shall not hire other employees to perform this contract.

☐ **CORPORATION - NONPROFIT**

- Grantee's business is incorporated as a nonprofit corporation, and
- Grantee has no employees; all work is performed by volunteers, and
- Grantee shall not hire employees to perform this contract.

☐ **PARTNERSHIP**

- Grantee is a partnership, and
- Grantee has no employees, and
- All work shall be performed by the partners; Grantee shall not hire employees to perform this contract, and
- Grantee is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

☐ **LIMITED LIABILITY COMPANY**

- Grantee is a limited liability company, and
- Grantee has no employees, and
- All work shall be performed by the members; Grantee shall not hire employees to perform this contract, and
- If Grantee has more than one member, Grantee is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

City of Redmond

Signature: _____

Email: _____

Title: _____

Date: _____

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT E: CONFIDENTIALITY AGREEMENT

1. INTRODUCTION

This Confidentiality (the "Agreement") is entered into as of 11/01/2021 by and between City of Redmond ("Grantee") and Deschutes County, a political subdivision of the State of Oregon ("Covered Entity").

WHEREAS, in connection with the performance of the Services, Grantee may receive from the County or otherwise have access to certain information that is required to be kept confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as may be amended from time to time (collectively, "HIPAA"); and

WHEREAS, as a part of the American Recovery and Reinvestment Act, the federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") was signed into law, imposing certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI), including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, the HITECH Act requires that certain of its provisions be included in agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as parties in privity;

Therefore, in consideration of the foregoing premises and the mutual covenants and conditions set forth below and in this Confidentiality Agreement between Grantee and County for Grantee's provision of deemed allowable uses, intending to be legally bound, agree as follows.

2. DEFINITIONS

- A. *Disclosure* means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Grantee's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.
- B. *Electronic Protected Health Information* or "*EPHI*" means protected health information (as defined below) that is transmitted, stored, or maintained by use of any electronic media. For purposes of this definition, "electronic media" includes, but is not limited to, memory devices in computers (hard drives); removable/transportable digital memory media (such as magnetic tape or disk, removable drive, optical disk, or digital memory card); the internet; the extranet; leased lines; dial-up lines; private networks; or e-mail.
- C. *Health Care Component* means a Deschutes County department, office or division, that regularly provides healthcare services or that regularly creates, accesses, uses or maintains PHI, and that Deschutes County has designated as a HIPAA-covered component of the County.
- D. *Protected Health Information* or "*PHI*" means information transmitted by or maintained in any form or medium, including demographic information collected from an individual, that (a) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (b) individually identifies the individual or, with respect to which, there is a reasonable basis for believing that the information can be used to identify the individual; and (c) is received by Grantee from or on behalf of County, or is created by Grantee, or is made accessible to Grantee by County.
- E. *Secretary* means the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.
- F. *Services* means the CBO Services provided by Grantee and identified in the Grant Agreement to which this Exhibit E is attached.

- G. *Use* (whether capitalized or not and including the other forms of the word) means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Grantee's organization.

3. AGREEMENT. Grantee shall:

- A. not use PHI except as necessary to provide the Services.
- B. not disclose PHI to any third party and/or external client/patient and associated health care provider(s) without County's prior written consent.
- C. not use or disclose PHI except as required by law.
- D. implement appropriate safeguards to prevent unauthorized use or disclosure of PHI.
- E. comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of EPHI other than as provided for by this Confidentiality Agreement.
- F. mitigate, as much as possible, any harmful effect of which it is aware of any use or disclosure of PHI in violation of this Confidentiality Agreement.
- G. promptly report to County any use or disclosure of PHI not permitted by this Confidentiality Agreement of which Grantee becomes aware.
- H. make its internal practices, books, and records (including the pertinent provisions of this Confidentiality Agreement) relating to the use and disclosure of PHI, available to the Secretary for the purposes of determining County's compliance with HIPAA.
- I. return to County, or destroy, any PHI of County still in Grantee's possession upon conclusion or termination of the underlying Grant Agreement.
- J. ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Grantee agree to the same restrictions, conditions, and requirements that apply to the Grantee with respect to security and privacy of such information.
- K. make PHI available to County as necessary to satisfy County's obligation with respect to individuals' requests for copies of their PHI, as well as make available PHI for amendments (and incorporate any amendments, if required) and accountings.
- L. make any amendment(s) to PHI in a designated record set as directed or agreed to by the County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526.
- M. to the extent the Grantee is to carry out one or more of County's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the County in the performance of such obligation(s).
- N. If Grantee (a) becomes legally compelled by law, process, or order of any court or governmental agency to disclose PHI, or (b) receives a request from the Secretary to inspect Grantee's books and records relating to the use and disclosure of PHI, Grantee, to the extent it is not legally prohibited from so doing, shall promptly notify County and cooperate with County in connection with any reasonable and appropriate action County deems necessary with respect to such PHI.
- O. If any part of Grantee's performance of business functions involves creating, receiving, storing, maintaining, or transmitting EPHI:
 - i. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, stores, maintains, or transmits on behalf of County, in accordance with the requirements of 45 CFR Part 160 and Part 164, Subparts A and C; and
 - ii. report to County any security incident relating to the EPHI that Grantee maintains for County.

4. HIPAA DATA BREACH NOTIFICATION AND MITIGATION

- A. Grantee agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a HIPAA Breach. Grantee will, following the discovery of a HIPAA Breach, notify County immediately and in no event later than seven business days after Grantee discovers such HIPAA Breach, unless Grantee is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations.
- B. For purposes of reporting a HIPAA Breach to County, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Grantee or, by exercising reasonable diligence, would have been known to the Grantee. Grantee will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Grantee. No later than seven (7) business days following a HIPAA Breach, Grantee shall provide County with sufficient information to permit County to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400, *et seq.*
- C. Specifically, if the following information is known to (or can be reasonably obtained by) Grantee, Grantee will provide County with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach; (ii) a brief description of the circumstances of the HIPAA Breach, including its date and the date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach; (iv) a brief description of what the Grantee has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) a liaison (with contact information) so that Grantee may conduct further investigation concerning the HIPAA Breach. Following a HIPAA Breach, Grantee will have a continuing duty to inform County of new information learned by Grantee regarding the HIPAA Breach, including but not limited to the information described herein.
- D. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements above, Grantee agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Grantee believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information.
- E. Breach Indemnification. Grantee shall indemnify, defend and hold County harmless from and against any and all actual losses, liabilities, damages, costs and expenses (collectively, “Information Disclosure Claims”) arising directly from (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law, and (ii) any HIPAA Breach of unsecured PHI and/or any State Breach of Individually Identifiable Information. Grantee will assume the defense of any Information Disclosure Claim; County may participate, at its expense, in the defense of such Information Disclosure Claim. Grantee shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of County.

5. OTHER PROVISIONS

- A. A breach under this Confidentiality Agreement shall be deemed to be a material default in Grantee's associated Grant agreement with Deschutes County.
- B. Grantee authorizes termination of the associated Grant Agreement by County if County determines Grantee has violated a material term of this Confidentiality Agreement.
- C. Upon conclusion or termination of the uses / project, Grantee shall promptly return or destroy all PHI that Grantee maintains in any form and retain no copies of such information. If the return or destruction of such PHI is not feasible, the obligations under this Confidentiality Agreement shall continue in effect for so long as Grantee retains such information, and any further use or disclosure of such PHI shall be limited to those purposes that make the return or destruction of the PHI infeasible.
- D. To the extent there are any inconsistencies between this Confidentiality Agreement and the terms of any other agreement, either written or oral, between County and Grantee, the terms of this Confidentiality Agreement shall prevail.
- E. Contact Information in the event of HIPAA Data Breach or Termination.

- 1) Except as otherwise expressly provided in this Confidentiality Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, to Covered Entity or Business Associate at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate in writing. Delivery may be by personal delivery, electronic mail, facsimile, or mailing the same, postage prepaid.
- 2) Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- 3) Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Agreement shall be mailed by first class postage or delivered as follows:

<u>To Covered Entity:</u>	<u>To Grantee:</u>
Attn: ARPA Coordinator	Brooks Slyter
Deschutes County Finance Dept.	Accounting and Financial Reporting Director
1300 NW Wall Street	411 SW 9th St.
Bend, Oregon 97703	Redmond, OR 97756
Phone: 541-388-6538	Phone: (541) 923-7735
Email: dan.emerson@deschutes.org	Email: brooks.slyter@redmondoregon.gov

IN WITNESS WHEREOF, the Parties hereto have caused this Confidentiality Agreement to be executed, either as individuals, or by their officers, thereunto duly authorized.

CITY OF REDMOND

Signature: _____

Email: _____

Title: _____

Date: _____

DESCHUTES COUNTY

Signature: _____

Email: _____

Title: _____

Date: _____

DESCHUTES COUNTY / ARPA GRANT

EXHIBIT F: FEDERAL TERMS AND CONDITIONS

1. BACKGROUND AND GOALS

On March 11, 2021, in response to the ongoing public health COVID-19 pandemic, Congress approved the American Rescue Plan Act (ARPA) which provides State and local governments with financial resources to address the COVID-19 public health emergency and its economic impacts.

ARPA identifies "eligible uses" for ARPA funds. Included are: (a) support public health response, (b) replace public sector revenue loss, (c) investments in water and sewer infrastructure, (d) address negative economic impact to workers, families, small businesses, impacted industries and the public sector, (e) investments in broadband infrastructure, (f) address systemic public health and economic challenges that contribute to unequal impacts due to the pandemic, and (g) premium pay for essential workers bearing the greatest health risks due to service in critical infrastructure sectors.

Federal Funding Information for Subrecipients As Required
By 2 CFR 200.331(a)¹

1. Federal Award Identification	
(i) Subrecipient Name:	
(ii) Subrecipient DUNS #:	
(iii) Federal Award Identification Number (FAIN):	SLFRP1796
(iv) Federal Award Date:	March 3, 2021 through December 31, 2026
(v) Subaward Period of Performance (Start & End Date):	December 1, 2021 to December 31, 2024
(vi) Federal Funding Obligation	
a) Total Amount of Federal Funds Obligated by this Agreement:	\$250,000
a.1)	
a.2)	
a.3)	
a.4)	
b) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$250,000
c) Total Amount of Federal Award committed to Subrecipient by PTE:	\$250,000
(vii) Federal Award Project Description:	Coronavirus State and Local Fiscal Recovery Funds - (CSLFRF)
(viii) Identify the following:	
a) Federal awarding agency	US Department of Treasury
b) Pass-Through Entity	Deschutes County
c) Contact info for awarding official:	Daniel.Emerson@Deschutes.org
(ix) Identify Program Information	
a) Catalog of Federal Domestic Assistance (CFDA) #:	21.027
b) Program Name:	American Rescue Plan
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	
3. Additional Requirements or Comments (if any)	

Identify in this section additional conditions concerning closeout of award or required financial/performance reports or any other comments regarding the federal award. If no additional information is necessary, please delete this section or mark N/A.

¹Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(5). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).

2. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

The project uses are described in Exhibit A: Direct and indirect administrative costs are allowed pursuant to the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, referenced here: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. Any programs charging administrative costs must be able to establish a direct connection between the administrative cost and COVID-19 related expenses. Any direct administrative costs charged to this ARPA Grant must not be covered by a program's indirect cost rate.

ARPA funds may be used for response(s) to COVID-19 and associated economic impacts that were incurred from March 3, 2021, onward, and must be obligated by no later than December 31, 2024.

Grantee must return to County upon closeout any grant funds that remain unexpended or committed for payment on December 31, 2026. These unexpended funds must be returned no later than **January 15, 2027**.

3. Guidelines and Answers to FAQs

Grantee will expend grant funding in accordance with criteria and guidance established and updated by US Treasury. The links below may be useful:

<https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>

<https://www.whitehouse.gov/american-rescue-plan/>

<https://home.treasury.gov/news/featured-stories/fact-sheet-the-american-rescue-plan-will-deliver-immediate-economic-relief-to-families>

<https://www.opm.gov/policy-data-oversight/pay-leave/arpa/>

<https://www.congress.gov/bill/117th-congress/house-bill/1319>

<https://www.irs.gov/newsroom/tax-credits-for-paid-leave-under-the-american-rescue-plan-act-of-2021-for-leave-after-march-31-2021>

<https://www.federalregister.gov/documents/2021/05/26/2021-11155/notice-of-funds-availability-american-rescue-plan-act-of-2021-section-1005-loan-payment-arpa>

4. REPORTING REQUIREMENTS

Grantee must submit quarterly financial reports to County.

5. DISBURSEMENT PROVISIONS

County will endeavor to disburse the Grant Funds promptly after receipt of signed Grant Agreement.

6. FEDERAL FUNDS

County's funding to Grantee under this Grant Agreement will be paid in whole or in part by funds received from the United States Federal Government. Grantee, by signing this Grant Agreement, certifies neither it nor its employees, contractors, subcontractors or subrecipients who will undertake the funded uses / project are currently employed by an agency or department of the federal government.

7. FEDERAL PROVISIONS

The use of all federal funds paid under this Grant Agreement are subject to all applicable federal regulations, including but not necessarily limited to the provisions identified below.

Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant Agreement by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant Agreement, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant Agreement.

Grantee must include and incorporate the provisions identified below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant Agreement.

Grantee must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable:

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant Agreement or any contract or subgrant funded by this Grant Agreement.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subrecipients, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §§200.500 through 200.521

- i. Grantee must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Grant Agreement and applicable state or federal law.
- ii. If Grantee receives federal awards in excess of \$750,000 in a fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to County within thirty (30) days of completion.
- iii. Grantee must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the federal government with respect to the funds expended under this Grant Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the County.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subrecipients"), including restrictions on subawards to entities that do not acquire and provide (to the Recipient) the unique entity identifier required for SAM registration.

(E) Davis Bacon Act (40 U.S.C. sec. 3141-3148)

(F) Anti-Kickback Act (40 U.S.C. sec. 3145)

(G) Contract Work Hours and Safety Standards (40 U.S.C. sec. 3701-3708)

(H) Clean Air Act (42 U.S.C. sec. 7401-7671)

(I) Water Pollution Control Act (33 U.S.C. sec. 1251-1387)

(J) Debarment and Suspension (Executive Orders 12549 and 12689)

(K) Byrd Anti-Lobbying Amendment (31 U.S.C. sec. 1352)

(L) Procurement of Recovered Materials (2 C.F.R. sec. 200.323)

(M) Prohibition on Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. sec. 200.216)

(N) Domestic Preferences for Procurements (2 C.F.R. sec. 200.322)

City of Redmond PROCLAMATION

A proclamation designating September 24, 2022, as

HONOR FLIGHT OF CENTRAL OREGON WELCOME HOME DAY

WHEREAS, time and time again, the United States has called upon brave individuals to defend our freedoms around the world. In times of great danger, the men and women of the Armed Forces have stood resolute, putting their lives at risk when we needed them most. In making these sacrifices, they ask for nothing in return; and

WHEREAS, the strength of American society lies in community groups dedicated to the betterment of those around them. Honor Flight of Central Oregon embodies that sentiment and in 2018 was created as a way to honor our nation's finest citizen's and give a little back to those who have already given so much; and

WHEREAS, it is through the hard work of the Board, many volunteers and generous sponsors of Honor Flight of Central Oregon that these missions remain free to Central Oregon veterans; and

WHEREAS, the City of Redmond is fortunate to have such a dedicated all volunteer Honor Flight organization serving the community. Each and every participant in an Honor Flight mission describes a sentimental and life changing experience. On behalf of every Redmond Oregon resident, and the residents of surrounding communities, thank you for your service and Welcome Home.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Redmond, Oregon hereby proclaims September 24, 2022, as Honor Flight of Central Oregon Welcome Home Day in the City of Redmond.

APPROVED by the City Council and **SIGNED** by the Council President this 13th day of September 2022.

The City of Redmond, Oregon

Robert J. Patrick, Council President

ATTEST:

Kelly Morse, City Recorder

City of Redmond PROCLAMATION

A proclamation designating September 17-23, 2022, as

CONSTITUTION WEEK

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2022, marks the two hundred and thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE BE IT RESOLVED THAT the week of September 17-23, 2022 is hereby designated to be **CONSTITUTION WEEK** in the City of Redmond. All citizens are urged to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

APPROVED by the City Council and **SIGNED** by the Council President this 13th day of September 2022.

The City of Redmond, Oregon

Robert J. Patrick, Council President

ATTEST:

Kelly Morse, City Recorder



City of Redmond - Financial Overview

4Q FY21/22
(Preliminary / Un-Audited)

Key Financial Highlights

- * Operating expenses were 91% of budget in 21/22 (prior 5 year average = 95%)
- * General Operating Funds increased fund balance by \$3.5m in 21/22 (vs. -\$2.4m budget):
 - * \$3.2 million in land sales (1Q 21/22 vs. 4Q 20/21), \$0.3m LID Debt prepay and fund closeout
 - * \$1.4 m operating savings (-7% vs. operating bgt.) in 21/22
 - * \$0.7m State Shared Revenue (+17% vs. bgt.)
- * Development revenues (Permits, SDCs) were flat from 20/21, yet exceeded budget
- * Airport passengers 177% higher than 20/21, 9% higher than previous record in 19/20
- * Juniper Golf net cash flow was +\$259k in 21/22, about the same as 20/21

Operating Financial Performance by Department (\$ in Millions)

General

Expenditures / Budget:	100%		
Operating Revenues / Budget:	119% * Property Taxes at 101% of bgt., Lodging Taxes +37% (YOY)		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 1.733	\$ 2.344	\$ (1.691)
Sub-Fund Balance:	\$ 5.651	\$ 6.262	\$ 4.815

* +\$3.2m land sales,
+\$0.3m LID

Police

Expenditures / Budget:	96%		
Operating Revenues / Budget:	100%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.236	\$ 0.236	\$ (0.152)
Sub-Fund Balance:	\$ 2.574	\$ 2.574	\$ 1.937

* Personnel -\$411k (-4%)

Public Works

Transportation

Expenditures / Budget:	91%		
Operating Revenues / Budget:	110% * Gas Tax Sharing at 118% of bgt.		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.495	\$ 0.476	\$ (0.382)
Sub-Fund Balance:	\$ 1.777	\$ 1.758	\$ 0.596

* Gas Tax +\$428k (+18%),
Personnel -\$229k (-14%)

Parks & Facilities

Expenditures / Budget:	86%		
Operating Revenues / Budget:	101%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.282	\$ 0.282	\$ (0.060)
Sub-Fund Balance:	\$ 0.864	\$ 0.864	\$ 0.362

* Personnel -\$182k (-20%)

Water

Expenditures / Budget:	87%		
Operating Revenues / Budget:	99%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.193	\$ 0.101	\$ (0.410)
Sub-Fund Balance:	\$ 3.601	\$ 3.508	\$ 2.753

* Personnel -\$96k (-6%),
Meters -\$191k, Supply Chain

Wastewater

Expenditures / Budget:	86%		
Operating Revenues / Budget:	102%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.491	\$ 0.491	\$ (0.256)
Sub-Fund Balance:	\$ 4.166	\$ 4.166	\$ 3.312

* Personnel -\$168k (-10%),
Sewer line repairs -\$200k

Stormwater

Expenditures / Budget:	100%		
Operating Revenues / Budget:	101%		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ (0.033)	\$ (0.033)	\$ (0.039)
Sub-Fund Balance:	\$ 0.418	\$ 0.418	\$ 0.359

Engineering

Expenditures / Budget:	88%		
Operating Revenues / Budget:	109% * Development Revenues at 135% of bgt.		
	YTD	YE Proj.	YE Budget
Sub-Fund Balance Change:	\$ 0.195	\$ 0.195	\$ (0.218)
Sub-Fund Balance:	\$ 0.676	\$ 0.676	\$ 0.227

* Personnel -\$261k (-16%)

Key Statistics (\$ in Millions)

Property Tax (PT) Collections

FY21/22 (Current)	\$ 11.749
FY21/22 (Projection)	\$ 11.749
FY21/22 (Budget)	\$ 11.616
FY20/21	\$ 10.671
FY19/20	\$ 9.837
FY18/19	\$ 9.093

Franchise Fees

FY21/22 (Current)	\$ 4.069
FY21/22 (Projection)	\$ 4.069
FY21/22 (Budget)	\$ 3.885
FY20/21	\$ 3.805
FY19/20	\$ 3.540
FY18/19	\$ 3.505

State Shared Revenues

FY21/22 (Current)	\$ 4.047
FY21/22 (Projection)	\$ 4.047
FY21/22 (Budget)	\$ 3.316
FY20/21	\$ 3.408
FY19/20	\$ 2.987
FY18/19	\$ 2.956

General Operating Fund (GOF) Balance

FY21/22 (Current)	\$ 11.518
FY21/22 (Projection)	\$ 12.109
FY21/22 (Budget)	\$ 7.982
FY20/21	\$ 8.640
FY19/20	\$ 7.173
FY18/19	\$ 6.634

Gen. Op. Fund (GOF) Balance Change

FY21/22 (Current)	\$ 2.877
FY21/22 (Projection)	\$ 3.469
FY21/22 (Budget)	\$ (2.375)
FY20/21	\$ 1.468
FY19/20	\$ 0.538
FY18/19	\$ (0.029)

Water Sales

FY21/22 (Current)	\$ 6.907
FY21/22 (Projection)	\$ 6.907
FY21/22 (Budget)	\$ 6.985
FY20/21	\$ 6.705
FY19/20	\$ 6.046
FY18/19	\$ 6.164

Sewer Sales

FY21/22 (Current)	\$ 6.230
FY21/22 (Projection)	\$ 6.230
FY21/22 (Budget)	\$ 6.155
FY20/21	\$ 5.904
FY19/20	\$ 5.611
FY18/19	\$ 5.369

Finance/Budget Contact:

Jason Neff
541.923.7729
jason.neff@redmondoregon.gov

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

Airport

Expenditures / Budget:	82%			
Operating Revenues / Budget:	147%	* Enplanements +177% YOY. Parking at 203%.		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 8.091	\$ 10.084	\$ 0.417	* Fed. Relief = \$6.7m,
Sub-Fund Balance:	\$ 25.408	\$ 27.401	\$ 18.857	Cap. Proj. & Equip. -\$2.1m

CDD

Operations

Expenditures / Budget:	86%			
Operating Revenues / Budget:	93%	* Business Licenses at 100%, Code Enf. Surcharge at 100%		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.063	\$ 0.063	\$ (0.031)	* Skyline Village to 22/23
Sub-Fund Balance:	\$ 0.415	\$ 0.415	\$ 0.209	

Building

Expenditures / Budget:	78%			
Operating Revenues / Budget:	90%			
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.404	\$ 0.404	\$ 0.165	
Sub-Fund Balance:	\$ 4.409	\$ 4.409	\$ 4.069	* 24 months of operating exp.

Current Planning

Expenditures / Budget:	93%			
Operating Revenues / Budget:	161%			
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.224	\$ 0.224	\$ (0.096)	
Sub-Fund Balance:	\$ 1.022	\$ 1.022	\$ 0.619	* 16 months of operating exp.

Long Range Planning

Expenditures / Budget:	74%			
Operating Revenues / Budget:	109%	* LR Planning Surcharge at 126% of budget		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.069	\$ 0.069	\$ (0.058)	
Sub-Fund Balance:	\$ 0.236	\$ 0.236	\$ 0.063	

Golf

Expenditures / Budget:	102%			
Operating Revenues / Budget:	106%	* Golf rounds at 101% of bgt., Golf revenue +12% YOY		
	YTD	YE Proj.	YE Budget	
Sub-Fund Balance Change:	\$ 0.178	\$ 0.178	\$ (0.057)	* YE oper. NCF +\$259k
Sub-Fund Balance:	\$ 0.451	\$ 0.451	\$ 0.164	* YE = 73 days of oper. exp.

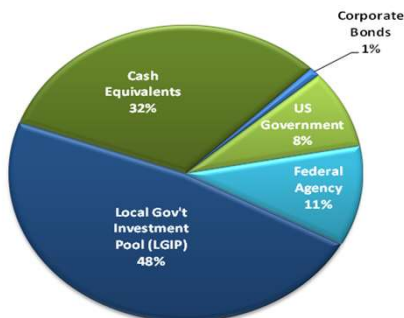
Infrastructure Maintenance Expenditures (\$ in Millions)

	YTD	YTD/Budget	YE Proj.	Proj/Budget	YE Budget
Transportation	\$ 1.822	93%	\$ 1.822	93%	\$ 1.951
Water	\$ 0.031	3%	\$ 0.031	3%	\$ 1.020
Wastewater	\$ 0.039	5%	\$ 0.039	5%	\$ 0.725
Stormwater	\$ 0.003	1%	\$ 0.003	1%	\$ 0.480

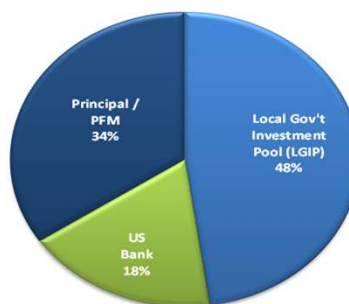
Cash & Investments Summary (excludes \$2.2m in bond proceeds)

Total Cash & Investments	\$107.8M	Yields	
Weighted Maturity	4 months	Principal / PFM Asset Mgmt.	2.9%
Weighted Credit Quality	AAA	Local Gov't. Investment Pool (LGIP)	1.2%

Diversification



Accounts



Key Statistics (Cont.)

Passenger Facility Charges

FY21/22 (Current)	\$ 1.956
FY21/22 (Projection)	\$ 1.956
FY21/22 (Budget)	\$ 1.374
FY20/21	\$ 1.251
FY19/20	\$ 1.484
FY18/19	\$ 1.797

Planning Permit Revenue

FY21/22 (Current)	\$ 0.550
FY21/22 (Projection)	\$ 0.550
FY21/22 (Budget)	\$ 0.345
FY20/21	\$ 0.465
FY19/20	\$ 0.369
FY18/19	\$ 0.475

Expenditures (Excl. URA)

FY21/22 (Current)	\$ 108.2
FY21/22 (Budget)	\$ 151.6
FY20/21	\$ 99.3
FY19/20	\$ 92.7
FY18/19	\$ 107.3

Debt Service Coverage Ratio

General Operating	8.18
Water	4.00
Wastewater	3.10
Airport	2.36

Long-Term Debt

FY21/22	\$ 80.7
FY20/21	\$ 90.5
FY19/20	\$ 93.1
FY18/19	\$ 78.8
FY17/18	\$ 80.6

Moody's Credit Rating

FFCO (7/22)	Aa2
-------------	-----

Cash/Investment Balances*

US Bank (cash)	\$ 18.0
LGIP (investments)	\$ 52.2
Wells Fargo (investments)	\$ 37.6
TOTAL	\$ 107.8

*excludes \$2.2m of bond proceeds

Assessed Value Growth (General)

FY21/22	9.6%
FY20/21	8.5%
FY19/20	8.1%
FY18/19	6.1%

Property Tax Base

Maximum Assessed	\$ 2,975
Real Mkt Value	\$ 5,621
MAV / RMV	53%

City/Citizen PT Rate / \$1,000

FY21/22	\$4.41 / \$18.51
FY20/21	\$4.41 / \$18.20
FY19/20	\$4.41 / \$17.93
FY18/19	\$4.41 / \$18.01

RSD Safety and Security



- Threats to schools and students can occur at anytime in any community
- It takes constant community vigilance to identify threats and mitigate them before they occur
- Redmond Schools has a positive and productive relationship with the Redmond Police Department
- There are three types of school security:
 - Preventative Measures
 - Physical Security
 - Operational Responses

Preventative Security

- Every day work is done by our teachers, counselors, and administration. They report students that appear to be developing threats
- Student threat assessment system
- 5 armed School Resource Officers (SRO)
- School Based Health Clinics, BRYT program, Step-Up program, partnership with Rimrock Trails Treatment
- The Safe Oregon Tip Line - call or text to (844) 472-3367 or email at tip@safeporegon.com.
- First Step App for getting help for mental health

Physical Security

- Entry points have been reduced to one or two locations. Either have or we are building secure entry vestibules
- Other exterior doors must be closed and locked
- Video surveillance systems are in place in most schools. These are being upgraded at all schools with new hardware and software
- Main entrances are being upgraded with card reader technology
- Upgrades will be complete by the end of 2022-23 school year

Operational Security

Redmond School District

- Staff trains in SRP
- Staff participates in tabletop exercises
- Staff drill twice a year
- Staff identifies potential student treats
- Staff investigates digital threats
- Citizens that become aware of a potential threat need to make a report to a school or the Safe Oregon Tip Line.

Redmond Police Department

- Trains RSD Staff in SRP
- Organizes and runs tabletop exercises
- RPD participate in and evaluate drills
- SRO investigates student threats
- RPD will notify the school district if a digital threat emerges and investigates
- RPD trains to respond to active threats with other CO police agencies

The Standard Response Protocol

IN AN EMERGENCY TAKE ACTION



HOLD! In your room or area. Clear the halls.

OCCUPANTS

Clear the hallways and remain in room or area until the "All Clear" is announced
Do business as usual

STAFF

Close and lock door
Account for occupants and staff
Do business as usual



SECURE! Get inside. Lock outside doors.

OCCUPANTS

Return inside
Do business as usual

STAFF

Bring everyone indoors
Lock outside doors
Increase situational awareness
Account for occupants and staff
Do business as usual



LOCKDOWN! Locks, lights, out of sight.

OCCUPANTS

Move away from sight
Maintain silence
Do not open the door
Prepare to evade or defend

STAFF

Lock interior doors
Turn out the lights
Move away from sight
Do not open the door
Maintain silence
Account for occupants and staff
Prepare to evade or defend



EVACUATE! (A location may be specified)

OCCUPANTS

Evacuate to specified location
Bring your phone
Instructions may be provided about retaining or leaving belongings

STAFF

Lead evacuation to specified location
Account for occupants and staff
Notify if missing, extra or injured people



SHELTER! Hazard and safety strategy.

OCCUPANTS

Use appropriate safety strategy for the hazard

Hazard
Tornado
Hazmat
Earthquake
Tsunami

Safety Strategy
Evacuate to shelter area
Seal the room
Drop, cover and hold
Get to high ground

STAFF

Lead safety strategy
Account for occupants and staff
Notify if missing, extra or injured people

Security and Safety Work is Ongoing and Evolving

- A threat to student safety can happen at any time
- More common threats are bullying, child abuse, or self harm
- Threats of bombs or violence
- Actual violent acts can occur in any community or school
- On the statement “Students are nice or respectful to each other at our school.” Average score 2.79/5
- Need a community wide response to a community problem

Redmond School District Safety and Security

The Redmond School District's first priority is the safety of its students and staff members. Given the increase in school related violence, we continually strive to improve the safety of the educational environment. Unfortunately, a violent act can occur at any time and it takes the vigilance of the entire community to keep the classrooms a great place to learn.

School safety and security consists of three broad areas: Preventative Security, Physical Security, and Operational Security.

Preventative Security

The vast majority of creating a safe learning environment begins with the work done every day by our teachers, counselors, and administration. This group is working with students continuously to both teach and assess. They report students that appear to be developing threats.

Students are encouraged to report anytime they experience unusual or threatening behavior from another person. They are to make their reports to teachers or administration.

In partnership with the High Desert ESD, we have a student threat assessment system that is used to evaluate students of concern. School officials work with the student's parents or guardians to review disturbing behavior or language.

We have 5 armed School Resource Officers (SRO) in partnership with Redmond PD and Deschutes Co. Sheriff. SRO's work to provide security and work with school administration to investigate crimes committed by students and crimes committed to students. One SRO is a member of our local SWAT team.

Students with behavioral or emotional needs are screened and may be eligible to participate in a program to meet their needs. The school's options include our School Based Health Clinics, our BRYT program, our StepUP program and a partnership with Rimrock Trails Treatment Services.

The [Safe Oregon](#) Tip Line can be used by any person who is aware of a threat to a school or a student. A person with relevant information can call or text to (844) 472-3367 or email at tip@safeoregon.com. One of the most common reports made to

the tip line concern students who are considering suicide. Signs will be posted in easy to see places throughout the school and information about the tip line will be sent home to parents. Every school issued student Chromebook has a link to the Safe Oregon App.

[The First Step app](#) has been created in Deschutes County. Students and parents can download this app on their smartphones to access mental health services quickly. There is contact information for local mental health providers as well as the ability to rapidly contact a mental health hotline. Every school issued student Chromebook has the First Step app downloaded and informative posters are going up around the schools.

Physical Security

The school district is working to upgrade our facilities to create a safer environment for students to learn. In every school building we have reduced our entry points to only one or two locations. Many of our school sites have security entry vestibules and all schools will have them as part of bond improvements. Upgrades will be complete by the end of 2022-23 school year. But, school buildings typically have multiple exit points to allow students to evacuate during an emergency or to access outside facilities. These doors are required to be shut and locked at all times. When students use them, a staff member must be present.

We have video surveillance systems in place in most schools. These are being upgraded at all schools with new hardware and high tech software as part of bond funds. We will have these systems connected to the police department headquarters. Upgrades will be complete by the end of 2022-23 school year.

Staff will wear badges for identification and will be trained to check on any adult not wearing a badge.

All of our main entrances are being upgraded with card reader technology that will allow officers improved access to school buildings. Classroom doors are fitted with devices that allow them to be locked quickly.

School SROs walk the buildings to look for additional physical security improvements. This could include additional or improved fencing. These recommendations will be explored as part of bond projects.

Operational Security

Redmond School District personnel actively train for the management of an active threat. Our team is trained in the Standard Response Protocol (SRP) and we drill at

least twice a year. Information on the SRP can be found at the following website:
<https://iloveguys.org>.

The Redmond Police Department partners with the district to help train staff and implement the SRP. The two organizations work together in table top exercises to simulate emergency situations and evaluate response strategies.

School administrative staff and student management deans are working with students every day to identify students who potentially pose a threat or are in need of mental health support. If the RPD determines that a threat is probable they are able to petition a judge to issue an Extreme Risk Protection Order if an identified individual is deemed to be a threat.

The Redmond PD trains on active threat response at least once a year. Similar training occurs with all Central Oregon police forces.

In order to keep students safe, the school district needs the help of every citizen of Redmond, Terrebonne, Tumalo, Alfalfa, Crooked River Ranch, and Eagle Crest. In the majority of school shootings that occur, someone was aware of the threat before the violence became reality. If a person is aware of something, they should call the school office or the Safe Oregon Tip Line (844) 472-3367.

Seguridad y vigilancia del Distrito Escolar de Redmond

La prioridad principal del Distrito Escolar de Redmond es la seguridad de sus estudiantes y miembros del personal. Dado el incremento de la violencia en las escuelas, nosotros nos esforzamos constantemente para mejorar la seguridad del ambiente educativo. Desafortunadamente, un acto violento puede ocurrir en cualquier momento y se necesita la vigilancia de toda la comunidad para que los salones de clases sigan siendo un excelente lugar para aprender.

La seguridad y vigilancia de las escuelas consiste en tres áreas generales: seguridad preventiva, seguridad física y seguridad operativa.

Seguridad preventiva

Gran parte de crear un ambiente de aprendizaje seguro comienza con el trabajo que todos los días hacen nuestros maestros, consejeros y subdirectores. Este grupo trabaja con los estudiantes continuamente para enseñar y para evaluar. Ellos reportan a los estudiantes que parecen ser posibles amenazas.

En colaboración con High Desert ESD, tenemos un sistema de evaluación de amenaza de estudiantes que se usa para evaluar a los estudiantes que son motivo de preocupación. Los funcionarios escolares trabajan con los padres o tutores legales de los estudiantes para revisar su comportamiento o lenguaje perturbador.

Tenemos 5 oficiales de seguridad escolar (SRO) armados en colaboración con el Departamento de Policía de Redmond y el Sheriff del Condado Deschutes. Los SRO trabajan para proveer una seguridad y trabajan con la administración de las escuelas para investigar los crímenes cometidos por los estudiantes y los crímenes cometidos contra los estudiantes. Un SRO es un miembro de nuestro equipo de SWAT local.

Los estudiantes con problemas emocionales o de comportamiento son evaluados y pueden colocarse en un programa para satisfacer sus necesidades. Las opciones de las escuelas incluyen nuestras clínicas de salud escolares, nuestro programa BRYT, nuestro programa Step-Up y una colaboración con Servicios de Tratamiento Rimrock Trails.

La Línea Directa para Reportes de Safe Oregon puede usarse por cualquier persona que sea consciente de una amenaza para la escuela o un estudiante. Una persona con información relevante puede llamar o enviar un mensaje de texto al (844) 472-3367 o enviar un correo electrónico en tip@safeoregon.com. Uno de los reportes más comunes hechos en la línea directa se trata de estudiantes que están considerando un suicidio. Nosotros colocaremos letreros en lugares fáciles de ver alrededor de cada escuela y la información sobre la línea directa para reportes se enviará a casa para los padres. Cada Chromebook distribuido por las escuelas para los estudiantes tiene un enlace para la aplicación Safe Oregon.

La aplicación First Step ha sido creada en el Condado Deschutes. Los estudiantes y sus padres pueden descargar esta aplicación en sus teléfonos inteligentes para acceder rápidamente a los servicios de salud mental. Hay información de contacto para los proveedor de salud mental locales, así como también para contactar rápidamente a una línea telefónica directa de salud mental. Cada Chromebook distribuido por las escuelas para los estudiantes tiene descargada una aplicación First Step y están publicándose pósteres informativos alrededor de las escuelas.

Seguridad física

El distrito escolar está trabajando en actualizar nuestras instalaciones para crear un ambiente de aprendizaje más seguro para los estudiantes. En cada edificio escolar hemos reducido nuestros puntos de entrada a solamente uno o dos lugares. Muchos de nuestros sitios escolares tienen vestíbulos de entrada de seguridad y todas las

escuelas tendrán estos como parte de los mejoramientos del bono. Las actualizaciones se completarán a finales del año escolar 2022-23. Sin embargo, los edificios escolares normalmente tienen varios puntos de salida para permitir que los estudiantes evacúen durante una emergencia o para acceder a las instalaciones exteriores. Estas puertas deben mantenerse cerradas y con llave en todo momento. Cuando los estudiantes usan estas puertas, un miembro del personal debe estar presente.

Tenemos sistemas de vigilancia con videocámaras instalados en la mayoría de las escuelas. Estos sistemas están actualizándose en todas las escuelas con hardware nuevo y software de alta tecnología como parte de los fondos del bono. Tendremos estos sistemas conectados con la sede del Departamento de Policía. Las actualizaciones se completarán a finales del año escolar 2022-23.

El personal usará gafetes para identificarse y recibirá un entrenamiento para verificar a cada adulto que no use un gafete.

Todas nuestras entradas principales están actualizándose con una tecnología de lector de tarjetas que permitirá a los oficiales tener un mayor acceso a los edificios escolares. Las puertas de los salones de clases están equipadas con dispositivos que permiten bloquearlas rápidamente.

Los SRO escolares recorren los edificios para identificar mejoramientos de seguridad física adicionales. Esto puede incluir vallas adicionales o mejoradas. Estas recomendaciones se explorarán como parte de los proyectos del bono.

Seguridad operativa

El personal del Distrito Escolar de Redmond activamente es entrenado para el manejo de una amenaza activa. Nuestro equipo es entrenado en el Protocolos de Respuestas Estándares (SRP) y tenemos simulacros dos veces por año. Información sobre el SRP puede encontrarse en el sitio web siguiente: <https://iloveguys.org>.

El Departamento de Policía de Redmond colabora con el distrito para ayudar a entrenar al personal e implementar el SRP. Las dos organizaciones trabajan juntas en ejercicios para simular las situaciones de emergencia y evaluar las estrategias de respuesta.

El personal administrativo escolar y los decanos para manejo de los estudiantes hablan con los estudiantes todos los días para identificar a los estudiantes que potencialmente representan una amenaza o necesitan un apoyo de salud mental. Si el RPD determina que una amenaza es probable, ellos pueden solicitar que un juez expida una Orden de Protección de Riesgo Extremo si un individuo identificado se considera una amenaza.

El RPD se entrena para una respuesta de amenaza activa cuando menos una vez por año. Entrenamientos similares ocurren con todas las fuerzas policiales de Oregón Central.

Para mantener la seguridad de los estudiantes, el distrito escolar necesita la ayuda de cada ciudadano de Redmond, Terrebonne, Tumalo, Alfalfa, Crooked River Ranch y Eagle Crest. En la mayoría de los tiroteos de escuelas que ocurren, alguien sabía sobre la amenaza antes de que la violencia se convirtiera en realidad. Si una persona sabe de algo, él o ella debería llamar a la oficina de la escuela o la Línea Directa para Reportes de Safe Oregon al (844) 472-3367.



CITY OF REDMOND

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411 SW 9th STREET
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STAFF REPORT

DATE: September 13, 2022
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Kyle Roberts, Planning Director
SUBJECT: Hayden Homes Annexation Agreement for Northwest Way and NW Spruce Avenue

Addresses Council Goal:

7. COMPREHENSIVE PLANNING - Enhance the quality of life through adoption of programs, policies, and standards that manage growth while maintaining Redmond's small-town feel.
- A. Promote quality development and great neighborhoods.
 - B. Support orderly annexation from Urban Growth Boundary.

Report in Brief:

This item requests City Council approve an annexation agreement for approximately 74 acres located in northwest Redmond.

Background:

The applicant is requesting unincorporated properties be annexed into the city limits. The subject properties are owned by HLM, Inc., Northwest Way Land JV, LLC, and Te Amo Despacio, LLC.

The properties are located off Northwest Way and NW Spruce Avenue and are comprised of three tax lots that total approximately 74 acres: tax lot 1513050000600 is 35 acres, tax lot 1513050000800 is 18.25 acres, and tax lot 1513050000804 is 21.16 acres. The properties are located within the Northwest Area Plan, adopted in 2007, and are designated to be zoned as a mix of medium and high-density residential (R-4 60 acres and R-5 16 acres) at the time of annexation. A locator map identifying the properties is attached.

On July 12, 2022, the Council conducted a policy discussion with the applicant and their development team on the annexation request. Items overviewed and discussed included:

- Growth trends and Northwest Area Plan.
- Developer concepts and vision.
- Key elements of the development and additional considerations.

On July 12, Council also provided their ideas on elements they would like considered as potential conditions to the annexation. Ideas included: Dog parks, community gardens, retail and commercial space, bicycle and mobility improvements, mixed-use development, workforce housing, grocery stores, and day care centers.

The current concept proposes:

- ~ 500 units, 60% single family detached dwellings and 40% middle housing / multifamily housing.
- ~ 8.5 acres of parks and open space.
- Components of workforce housing up to 120% AMI.

Per ORS 222.127, a property is eligible for annexation if: (1) the property is located within an urban growth boundary; (2) the property is, or upon annexation will be, subject to the City's Comprehensive Plan; (3) the property is contiguous to the

city limits; and, (4) the proposed annexation conforms to all other requirements of the City's ordinances.

Discussion:

For lands immediately contiguous to the city limits, there are opportunities to be annexed when there is general conformance with the 2040 Redmond Comprehensive Plan, framework plans, and infrastructure. Developing an annexation agreement is the first step in the process to bring a property into the city. Once inside the city limits, it can be rezoned and developed to city standards and at an urban density.

The applicant met with staff to negotiate and draft the terms outlined in the attached annexation agreement. Specifically, the items outlined in Section 4 "Development" of the agreement were drafted using the applicant's preliminary conceptual master plan for the properties as a framework. Some of the items detail requirements that go beyond those found in the City's development code. These additional requirements are intended to ensure that lands added to the city will develop in a manner that meets the needs and vision of the community. For example, being cognizant of the community's housing needs, and in consulting the 2019 City's Housing Needs Analysis, item h. of the annexation agreement states that no more than 60% of the future master plan's development will be detached single-family dwellings.

Upon approval of the proposed annexation agreement, the property owner will have 12-months to proceed through the land use review process. Specifically: development review, master planning, and rezoning. Land use review will consist of evaluating consistency and alignment with the Northwest Area Plan, 2040 Redmond Comprehensive Plan and Comprehensive Plan supporting documents (e.g., Transportation System Plan, Parks Master Plan and Public Facilities Plans). Ultimately, a Resolution for formal annexation will be prepared and brought to the Council for the subject properties.

As part of the approval process, the applicant will be required to conduct a neighborhood meeting to meet with surrounding property owners; Section 8.0270.3.C.(2) of the Development Code.

Fiscal Impact:

There is no immediate or anticipated fiscal impact as part of this first step in the annexation process.

Alternative Courses of Action:

1. Approve the annexation agreement.
2. Do not approve the annexation agreement.
3. Request more information.

Recommendation / Suggested Motion:

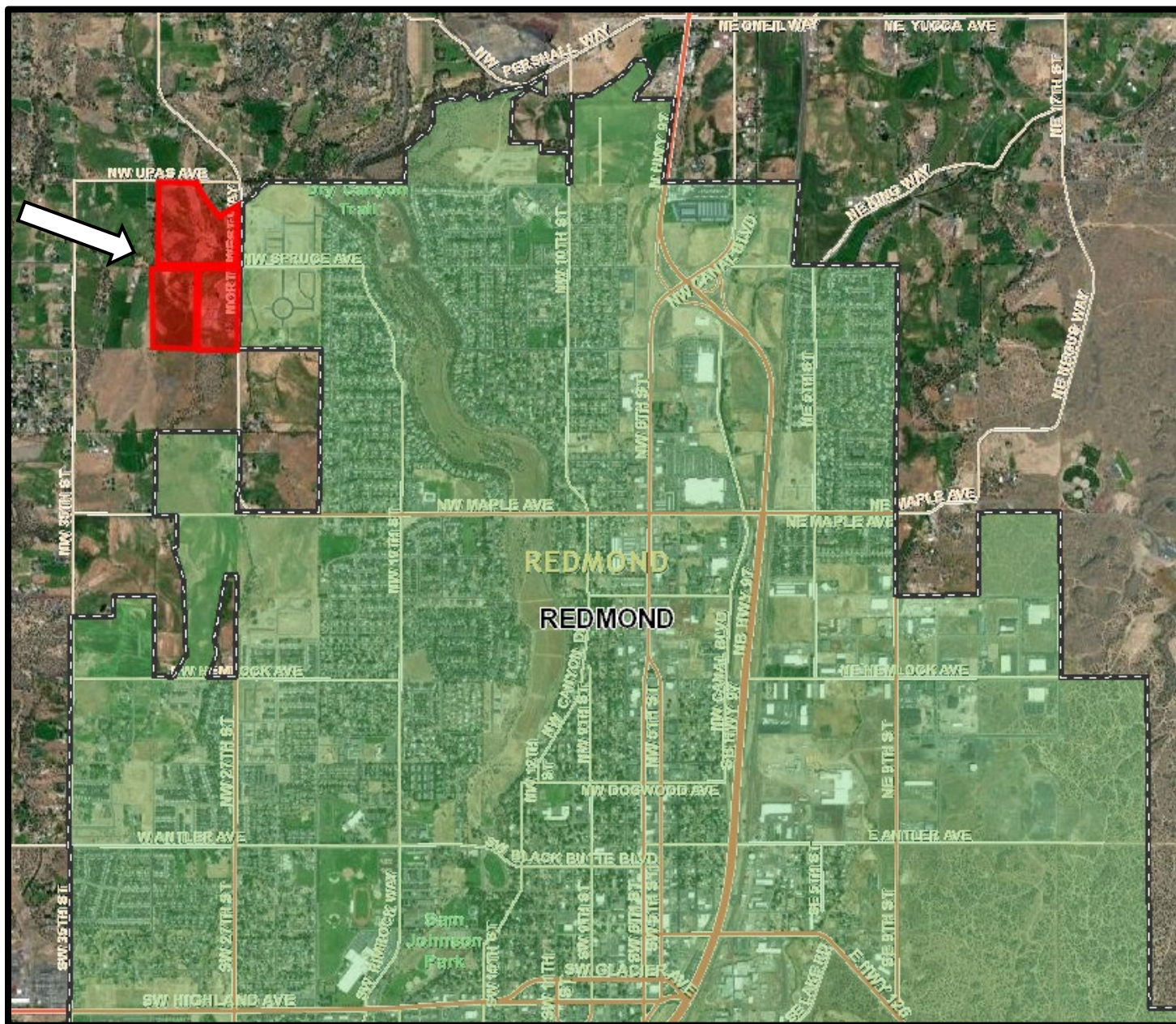
"I move to approve the annexation agreement with HLM, Inc., Northwest Way Land JV, LLC, and Te Amo Despacio, LLC for tax lots 1513050000600, 1513050000804, and 1513050000800 and authorize the City Manager to sign the agreement."

LOCATOR MAP

Located off Northwest Way & NW Spruce Ave.

Taxlots: 1513050000600, 1513050000800, & 1513050000804

Area shaded in green denotes city limits



**After Recording Return To:
City of Redmond
411 SW 9th Street
Redmond, OR 97756**

ANNEXATION AGREEMENT

This Annexation Agreement is made and entered into this _____ day of _____, 2022, by and between the City of Redmond, Oregon, an Oregon municipal corporation (hereinafter “City”) and HLM Inc., Northwest Way Land JV, LLC, and Te Amo Despacio, LLC (hereinafter “Owner”).

RECITALS

WHEREAS, Owner is the record owner of the property legally described on Exhibit A attached hereto and incorporated herein (hereinafter referred to as the “Property”); and

WHEREAS, the Property is within the City’s Urban Growth Boundary and is proposed to be annexed to the City; and

WHEREAS, Owner desires to have the Property annexed to the City; and

WHEREAS, Owner has submitted a petition for annexation and provided the City with all required consents for annexation; and

WHEREAS, the City is willing to annex the Property on the terms and conditions, and subject to the provisions, of this Agreement; and

WHEREAS, the City will initiate zoning upon the successful annexation of said property by resolution to the City, and

AGREEMENT

NOW, THEREFORE, in consideration of the representations, promises and mutual covenants contained herein, the City and Owner agree as follows:

1. **RECITALS**: The foregoing recitals are incorporated herein as is fully set forth in this Section.
2. **ANNEXATION**:
 - a. City agrees it will initiate a resolution annexing the Property into the City once all required consents and a signed Annexation Agreement have been received by the City, and an approved master plan with proposed zone amendments has been achieved, and all City requirements have been met. This agreement is void if the Property is not annexed to the City within 12 months after the effective date of this Agreement.
 - b. Owner may terminate this Agreement by serving written notice to the City. The notice must be received by the City at least 60 days prior to the public hearings for council consideration of the annexation. If the City receives such notice, this Agreement terminates as of the effective date of the notice. After the annexation resolution is adopted by the City, this Agreement may only be terminated or amended by written consent of Owner and City.

3. **COMPREHENSIVE PLAN/ZONING:** Prior to development, the Owner is required to receive master plan approval for the property in compliance with the Redmond Comprehensive Plan 2040, Redmond Development Code, and Engineering Department requirements. The master plan will identify Comprehensive Plan and Zoning designations, subject to City Council review and approval. Upon adoption of the master plan, successful annexation, and a Comprehensive Plan Map/Zone Map adoption, the City will apply the Comprehensive Plan and Zoning designations identified in the Master Plan.
4. **DEVELOPMENT:** Owner agrees as follows:
- a. Owner shall waive and shall not assert any claim against the City that may now exist or that may accrue through the date of annexation of the Property arising out of any land use regulation or under Measure 37 (ORS 197.352), Measure 49, and Measure 56 (ORS 227.186).
 - b. Owner agrees any development of the property will comply with the applicable approved Northwest Area Plan and master plan for the property, except as modified consistent with City requirements.
 - c. Owner agrees to incorporate and apply the City's Great Neighborhood Principles as found in the Redmond Comprehensive Plan 2040 and Redmond Development Code, and City Engineering requirements and Engineering Department infrastructure and street frontage requirements. The City shall determine the applicability of the Great Neighborhood Principles to the subject property as necessary. All development must comply with federal, state and city regulations.
 - d. Owner agrees that it will, without any cost to the City, dedicate the necessary rights-of-way or easements for all Planned Improvements identified in the City's Public Facilities Plan.
 - e. Owner shall supply draft CCR/HOA documents to City for review, modification, and preliminary approval prior to the land use hearing for the master plan. The CCR/HOA documents shall include, but not limited to, standards or requirements regarding on street parking and a prohibition on using residential units as short term or vacation rentals.
 - f. Owner shall provide a meandering 10-foot multi-use pedestrian sidewalk along Northwest Way and on any other double-frontage lot area. This area along shall be no less than 30 feet in width and designed and landscaped similar to the tract along 35th Street for Owner's development known as Obsidian Trails.
 - g. Owner shall provide a trail system through the development that meets City requirements and does not solely rely on the sidewalk system.
 - h. Owner shall provide no more than 60% detached single-family housing and no less than 40% attached multi-family housing Middle Housing unit types (i.e., duplexes, triplexes, quadplexes, cottages clusters, and townhomes) or multi-family units. Subsequent Master Plan approval shall address opportunities for additional Accessory Dwelling Units in conjunction with detached single-family homes.
 - i. Owner shall remove all additional Central Oregon Irrigation District (COID) irrigation water rights from Property, unless use is otherwise approved by the Redmond City Council and COID.
 - j. Owner shall remove all ground water rights from Property unless partial use is otherwise approved by the Redmond City Council. If required, Owner is directed to remove water rights via sale or transfer to the City. Removal shall occur prior to the platting of the first phase of development.

- k. Owner agrees to not remonstrate against the formation of a local improvement district or reimbursement district created for funding public improvements that will serve the Property. This waiver applies to the Property until all utility service and all required infrastructure that will service or benefit the Property is completed and accepted by City. If the property is developed in phases, the waiver may be removed on a phase-by-phase basis if all utility service and all required infrastructure that will service or benefit the Property is completed and accepted by City.
- l. Owner agrees to donate funds to the Redmond Committee for Art in Public Places or install an artistic feature. Public art fee of \$100 per housing unit will be charged and paid in lump sum at the time of any plat approval for the property. Installation of an artistic feature is required to provide focal points, preferably at the gateways to neighborhoods, in and around the center of neighborhoods, or trailheads.
5. **AMENDMENT:** This Agreement and any exhibits attached hereto may be amended only by the mutual written consent of both parties.
6. **SEVERABILITY:** If any provision, covenant or portion of this Agreement or its application to any person, entity, property or portion of property is held invalid, or if any ordinance or resolution adopted pursuant to this Agreement or its application to any person, entity, property or portion of property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement or other ordinances or resolutions passed pursuant hereto, and to that end, all provisions, covenants, and portions of this Agreement and of the ordinances and resolutions adopted pursuant hereto are declared to be severable.
7. **NO WAIVER OF RIGHT TO ENFORCE AGREEMENT:** Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
8. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties relating to the subject matter hereof. The parties shall have no obligations other than specifically stated in this Agreement except those of general applicability.
9. **SURVIVAL:** The provisions contained in this Agreement shall survive the annexation of the property and shall not be merged or expunged by the annexation of the property or any part thereof to the City.
10. **SUCCESSORS AND ASSIGNS:** This Agreement shall run with the land described on Exhibit A and inure to the benefit of, and be binding upon, the successors in title of the Owners and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities.
11. **TERM OF AGREEMENT:** This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date of this Agreement
12. **ENFORCEMENT:** Owner agrees that if it fails to perform as required under this Agreement, the City Council may, at the Council's option, de-annex and that Owner will not object or oppose such de-annexation in any manner or any forum.

13. **ATTORNEY FEES:** In any proceeding to enforce, apply or interpret this Agreement, each party shall bear its own attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY

OWNER

Keith Witcosky, City Manager

Hayden Watson, LLC, Owner

ATTEST:

Kelly Morse, City Recorder

STATE OF OREGON)
) ss.
County of Deschutes)

Keith Witcosky, City Manager, on behalf of the City of Redmond, who acknowledged that he had authority to sign on behalf of the City of Redmond and this instrument to be the City's voluntary act and deed, acknowledged this instrument before me this _____ day of _____ 2022.

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me this _____ day of _____ 2022, by Hayden Homes, LLC, by _____, its _____, who acknowledged this instrument to be his/her voluntary act and deed.

Notary Public for Oregon

Exhibit "A"

TAX LOT 15-13-05-00-00600

LOT THREE (3), BEING THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4NW1/4) OF SECTION FIVE (5), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, EXCEPTING THAT PORTION THEREOF LYING AND BEING EASTERLY FROM LATERAL C, AND NORTHERLY FROM SUB-LATERAL C-11, OF CENTRAL OREGON IRRIGATION DISTRICT, AS NOW LOCATED, SAID EXCEPTED PORTION BEING AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3 AND RUNNING THENCE SOUTH ALONG THE EAST LINE THEREOF A DISTANCE OF 330 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF SUB-LATERAL C-11; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 322 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE WESTERLY LINE OF THE RIGHT OF WAY OF SAID LATERAL C; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE OF SAID RIGHT OF WAY OF SAID LATERAL C A DISTANCE OF 612 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF SAID LOT 3 AT A POINT 611 FEET, MORE OR LESS, WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE 611 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TAX LOT 15-13-05-00-00800

A PARCEL OF LAND SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4) OF SECTION FIVE (5), TOWNSHIP FIFTEEN (15) SOUTH, RANGE THIRTEEN (13), EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENTING THE NORTH QUARTER CORNER OF SECTION 5, THE INITIAL POINT, THENCE SOUTH 00°40'24" WEST ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 5, 1,337.43 FEET TO THE CENTER NORTH 1/16TH CORNER AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 00°40'24" WEST ALONG SAID EAST LINE, 1,319.28 FEET TO THE SOUTH LINE OF SAID NW1/4, THENCE NORTH 89°53'57" WEST ALONG SAID SOUTH LINE, 680.30 FEET TO A 1/2 INCH PIPE, THENCE NORTH 02°26'51" EAST, 1,322.50 FEET TO THE NORTH LINE OF THE SE1/4NW1/4, A POINT WITNESSED BY A ½ INCH PIPE WHICH BEARS SOUTH 02°26'51" WEST, 60.04 FEET; THENCE SOUTH 89°42'16" EAST ALONG SAID NORTH LINE, 639.34 FEET TO THE POINT OF BEGINNING.

TAX LOT 15-13-05-00-00804

BEGINNING AT A 1/2" IRON PIPE ON THE SOUTH LINE OF AND NORTH 89°53'57" WEST, 680 FEET FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON; RUNNING THENCE NORTH 02°26'51" EAST, 1262.46 FEET TO A 1/2" IRON PIPE ON THE SOUTH LINE OF SAID NORTHWEST SPRUCE AVE., THENCE NORTH 89°42'16" WEST ON THE SOUTH LINE OF SAID NORTHWEST SPRUCE AVENUE, 756.95 FEET; THENCE DUE SOUTH, 1,263.98 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°53'57" EAST, 703.03 FEET TO THE POINT OF BEGINNING.



HAYDEN HOMES & VOLLERTSEN ANNEXATION REQUESTS

REDMOND CITY COUNCIL
SEPTEMBER 13, 2022

SLIDE / 1

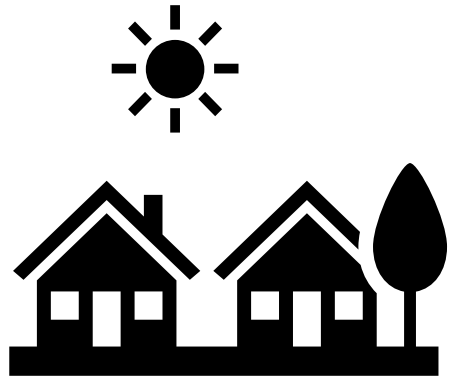
NW REDMOND

REDMOND

REDMOND



ANNEXATION REQUESTS



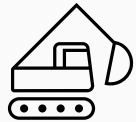
HAYDEN HOMES

74 acres

~500 units (60% SFDD, 40% Middle Housing, Multi-family)

~8.5 acres parks / opens space

Components of workforce housing (up 120% AMI)



VOLLERTSEN

34 acres

~250 units (<60% SFDD; <40% Middle Housing, Multifamily)

Parks / open space





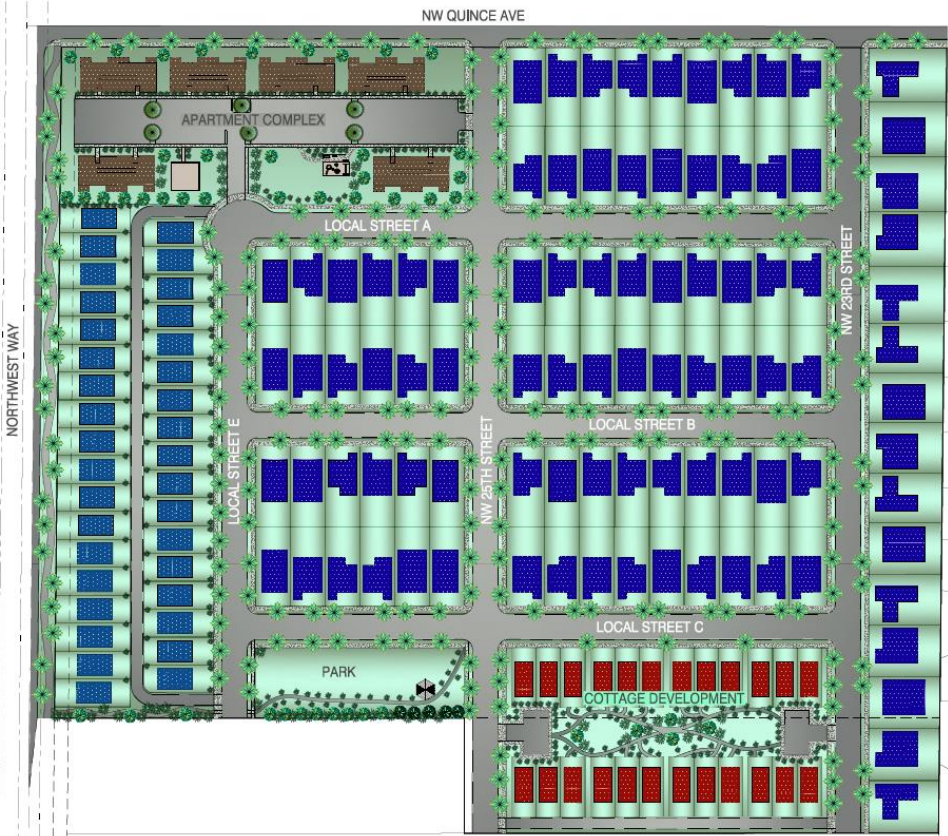
OVERALL DEVELOPMENT AND OPEN SPACE SUMMARY:		
Overall Land Area	-	11.40 - ACRES
Impervious Area (PA + PDA)	-	10.00 - ACRES
Net Open Space Area	-	1.40 - ACRES
Overall Street Miles/Block Miles	-	7.00 - MILES
Overall Street Miles/Block Miles	-	8.00 - MILES

[illegible]

CONCEPTUAL DESIGN REVIEW NOTE:
Additional end-use equipment will be added into

**MULTIFAMILY APARTMENT
BUILDING**

-  STANDARD SINGLE FAMILY HOMES
-  REDUCED WIDTH SINGLE FAMILY HOMES
-  COTTAGE DEVELOPMENT HOMES

[illegible]

PROJECT: PROPOSED SUBDIVISION	PROJECT LOCATION: REDMOND, OR	CLIENT: VOLLERTSEN LIVING TRUST
----------------------------------	----------------------------------	------------------------------------

**CONCEPT PLAN
OPTION 12**

JOB NO.	21-009
DRAWN BY:	EN
DRAWING:	1.0

ANNEXATION PROCESS & TIMELINE

DRAFTING OF AGREEMENTS 2021/2022

Applicants met with staff to draft terms of annexation agreement

City Council reviews, amends and/or approves agreements

**COUNCIL REVIEW
SEPT. 13, 2022**

PLANNING COMMISSION PUBLIC HEARING PROCESS

Planning Commission makes recommendation to Council

APPLICANTS SUBMIT MASTER PLAN APPLICATION

12-month process

CITY COUNCIL PUBLIC HEARING

Council adopts ordinance & resolution to amend Comp Plan Map & annex properties

POLICY DISCUSSION JULY 12, 2022

Council shared feedback w/ Hayden Homes development team



01

AGGREGATE IMPACTS

~ 110 ACRES SAME AREA
~ 750 UNITS

02

TRANSPORTATION INFRASTRUCTURE

CAPACITY, CONGESTION, CONNECTIVITY
TRANSPORTATION IMPACT ANALYSIS & CAPITAL IMPROVEMENTS

03

NEIGHBORHOOD MEETING

REQUIRED PRIOR TO SUBMITTING MASTER DEVELOPMENT PLAN APPLICATION

04

COUNCIL FEEDBACK

ELEMENTS TO CONSIDER INCORPORATING: DOG PARKS, COMMUNITY GARDENS,
RETAIL AND COMMERCIAL SPACE, MIXED USE DEVELOPMENT, WORKFORCE HOUSING,
DAY CARE, GROCERY, MOBILITY IMPROVEMENT

CONSIDERATIONS



QUESTIONS

Laws Governing Annexations

- ORS 222.111 Authority and Procedure for Annexation of Contiguous Territory
- OAR 660, Division 14 Application of the Statewide Planning Goals to Annexation
- Acknowledged Comprehensive Plan
- ORS 197.307 Needed housing policy; clear and objective standards
 - (4) Except as provided in subsection (6) of this section, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing, including needed housing. The standards, conditions and procedures:
 - (a) May include, but are not limited to, one or more provisions regulating the density or height of a development.
 - (b) May not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay.



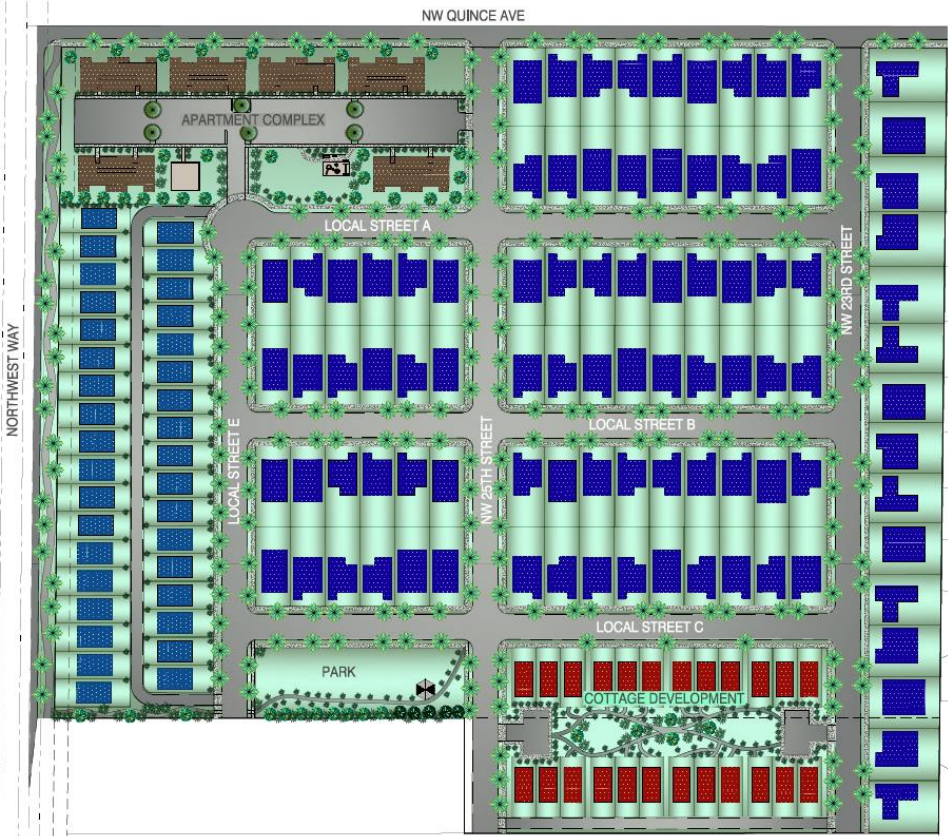
<u>OVERALL DEVELOPMENT AND OPEN SPACE SUMMARY:</u>		
GRAND TOTAL AREA	-	31.40 - ACRES
IMPROVED AREA (IN TOTAL)	-	15.50 - ACRES
NEW OPEN SPACE AREA	-	15.90 - ACRES
GRAND TOTAL IMPROVED AREA	-	7.90 - ACRES
GRAND TOTAL IMPROVED AREA	-	8.60 - ACRES

[illegible]

CONCEPTUAL DESIGN REVIEW NOTE:
Additional roadways structure will be added into

**MULTIFAMILY APARTMENT
BUILDING**

-  STANDARD SINGLE FAMILY HOMES
-  REDUCED WIDTH SINGLE FAMILY HOMES
-  COTTAGE DEVELOPMENT HOMES

[illegible]

PROJECT: PROPOSED SUBDIVISION	PROJECT LOCATION: REDMOND, OR	CLIENT: VOLLERTSEN LIVING TRUST
----------------------------------	----------------------------------	------------------------------------

**CONCEPT PLAN
OPTION 12**

JOB NO.	21-009
DRAWN BY:	EN
DRAWING:	1.0



CITY OF REDMOND

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

STAFF REPORT

DATE: September 13, 2022
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
John Roberts, Deputy City Manager
FROM: Kyle Roberts, Planning Director
SUBJECT: Vollertsen Living Trust Annexation Agreement

Addresses Council Goal:

7. COMPREHENSIVE PLANNING - Enhance the quality of life through adoption of programs, policies, and standards that manage growth while maintaining Redmond's small-town feel.
- A. Promote quality development and great neighborhoods.
 - B. Support orderly annexation from Urban Growth Boundary.

Report in Brief:

This item requests City Council approve an annexation agreement for approximately 34 acres located in northwest Redmond.

Background:

The applicant is requesting an unincorporated property be annexed into the city limits. The subject property is owned by Vollertsen Living Trust and is located off Northwest Way and south of the Dry Canyon Planned Unit Development. A locator map identifying the property is attached.

The property is comprised of two tax lots that total approximately 34-acres in size (tax lot 1513050000400 is 4.89 acres and tax lot 1513050000403 is 29.31 acres). The property is located within the Northwest Area Plan, adopted in 2007, and is designated to be zoned as a mix of medium and high-density residential (R-3, R-4, and R-5) at the time of annexation.

The current concept proposes ~ 250 units, 60% single family detached dwellings and 40% middle housing / multifamily housing and some parks and open space.

Per ORS 222.127, a property is eligible for annexation if: (1) the property is located within an urban growth boundary; (2) the property is, or upon annexation will be, subject to the City's Comprehensive Plan; (3) the property is contiguous to the city limits; and, (4) the proposed annexation conforms to all other requirements of the City's ordinances.

Note, the property is located southeast of the Northwest Way and NW Spruce Avenue proposed annexation, also to be presented at the August 23rd Council meeting. When the annexations are combined, they total approximately 108 acres, proposing ~ 750 residential units. Moreover, staff advised the applicant to contemplate the policy discussion the Council had on July 12, 2022, regarding the Northwest Way and NW Spruce Avenue annexation and development proposal.

Discussion:

For those lands immediately contiguous to the city limits, there are opportunities to be annexed when there is consistency with the Redmond Comprehensive Plan 2040, framework or accompanying plans, and infrastructure. Developing an annexation agreement is the first step in the process to bring a property into the city limits. Once inside the city limits, it can be rezoned and developed to city standards and at an urban density.

The applicant met with staff to negotiate and draft the terms outlined in the annexation agreement. Specifically, the items outlined in Section 4 "Development" of the agreement were drafted using the applicant's preliminary conceptual master plan for the property as a framework. Some of the items detail requirements that go beyond those found in the Redmond

Development Code. These additional requirements are intended to ensure that lands added to the city will develop in a manner that meets the needs and vision of the community. For example, being cognizant of the 2019 Housing Needs Analysis and providing a mix of residential unit types.

Upon approval of the proposed annexation agreement, the property owner will have 12 months to proceed through the land use review process (i.e., development review, master planning, and rezoning). Land use review will evaluate alignment with the 2040 Redmond Comprehensive Plan, Northwest Area Plan and other Comprehensive Plan supporting documents (e.g., Transportation System Plan). Ultimately, a Resolution for formal Annexation will be prepared and brought to the Council for the subject property.

As part of the approval process, the applicant will be required to conduct a neighborhood meeting to meet with surrounding property owners; Section 8.0270.3.C.(2) of the Development Code.

Fiscal Impact:

There is no immediate or anticipated fiscal impact as part of this first step in the annexation process.

Alternative Courses of Action:

1. Approve the annexation agreement.
2. Request more information.
3. Do not approve the annexation agreement.

Recommendation / Suggested Motion:

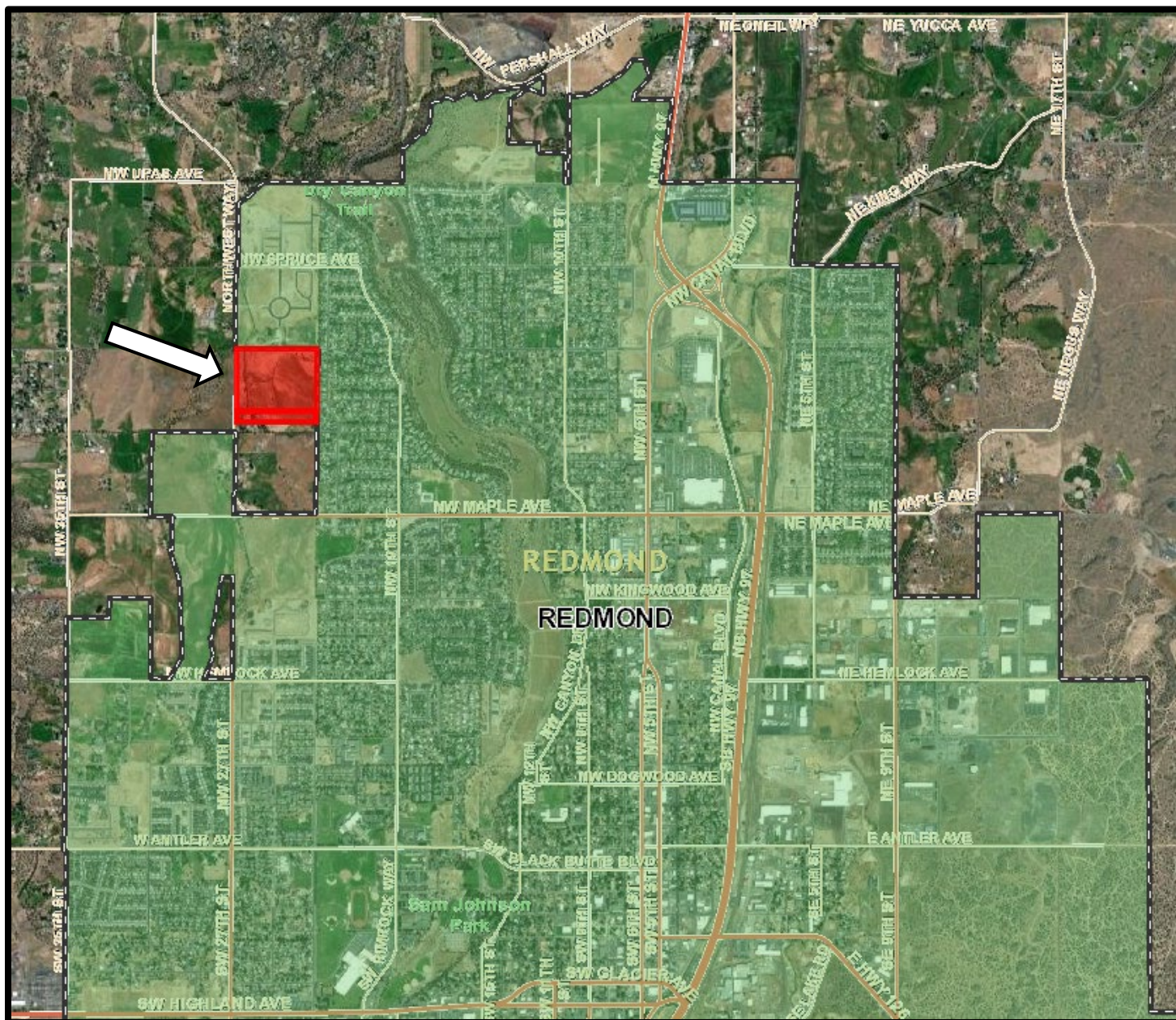
"I move to approve the annexation agreement with Vollertsen Living Trust for tax lots 1513050000400 & 1513050000403 and authorize the City Manager to sign the agreement."

LOCATOR MAP

Located off Northwest Way

Taxlots: 1513050000400 & 1513050000403

Area shaded in green denotes city limits



After Recording Return To:
City of Redmond
411 SW 9th Street
Redmond, OR 97756

ANNEXATION AGREEMENT

This Annexation Agreement is made and entered into this __ day of _____, 2022, by and between the City of Redmond, Oregon, an Oregon municipal corporation (hereinafter "City") and Vollertsen Living Trust, (hereinafter "Owner").

W I T N E S S E T H

WHEREAS, Owner is the record owner of the property legally described on Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the Property is within the City's Urban Growth Boundary and is proposed to be annexed to the City; and

WHEREAS, Owner desires to have the Property annexed to the City; and

WHEREAS, Owner has submitted a petition for annexation and provided the City with all required consents for annexation; and

WHEREAS, the City is willing to annex the Property on the terms and conditions, and subject to the provisions, of this Agreement; and

WHEREAS, the City will initiate zoning upon the successful annexation of said property by resolution to the City, and

NOW, THEREFORE, in consideration of the representations, promises and mutual covenants contained herein, the City and Owner agree as follows:

1. **RECITALS**: The foregoing recitals are incorporated herein as is fully set forth in this Section.
2. **ANNEXATION**:
 - a. City agrees that it will initiate a resolution annexing the Property into the City once all required consents and a signed Annexation Agreement have been received by the City, and an approved master plan with proposed zone amendments has been achieved. This agreement is void if the Property is not annexed to the City within 12 months after the effective date of this Agreement.
 - b. Owner may terminate this Agreement by serving written notice to the City. The notice must be received by the City at least 60 days prior to the public hearings for council consideration of the annexation. If the City receives such notice, this Agreement terminates as of the effective date of the notice. After the annexation resolution is adopted by the City, this Agreement may only be terminated or amended by written consent of Owner and City.
3. **COMPREHENSIVE PLAN/ZONING**: Prior to development and annexation of the property, the Owner is required to receive master plan approval for the Property in compliance with the Redmond Comprehensive Plan 2040 and Redmond Development Code. The master plan will

identify Comprehensive Plan and Zoning designations, subject to City Council review and approval. Upon adoption of the master plan, successful annexation, and a Comprehensive Plan Map/Zone Map adoption, the City will apply the Comprehensive Plan and Zoning designations identified in the Master Plan.

4. DEVELOPMENT: Owner agrees as follows:

- a. Owner shall waive and shall not assert any claim against the City that may now exist or that may accrue through the date of annexation of the Property that it may claim due to its ownership of the Property. This includes any claim arising out of any land use regulation or under Measure 37 (ORS 197.352), Measure 49, and Measure 56 (ORS 227.186).
- b. Owner agrees that any development of the property will comply with the applicable approved Northwest Area Plan and master plan for the property, except as modified consistent with City requirements.
- c. Owner agrees to incorporate and apply the City's Great Neighborhood Principles as found in the Redmond Comprehensive Plan 2040 and Redmond Development Code. The City shall determine the applicability of the Great Neighborhood Principles to the subject property as necessary.
- d. Owner agrees to incorporate and apply any City Engineering requirements for infrastructure and street frontage.
- e. All development must comply with federal, state and city regulations.
- f. Owner agrees that it will, without any cost to the City, dedicate the necessary rights-of-way or easements for all Planned Improvements identified in the City's Public Facilities Plan.
- g. Owner shall supply draft CCR/HOA documents to City for review, modification, and preliminary approval prior to the land use hearing for the master plan. The documents shall include, but not limited to, requirements or standards regarding on street parking and a prohibition on using residential units as short-term or vacation rentals.
- h. Owner shall provide, at Owner's expense, an HOA maintained half acre park 'Mini Park.' Example amenities include lawn and/or drought resistant vegetation, places to sit, and a small play area. This park and the costs to maintain it shall be at Owner's expense.
- i. Owner shall provide a meandering 10-foot pedestrian sidewalk along Northwest Way Street.
- j. A complete site plan and architectural rendering for the multi-family housing area shall be submitted for review with the master plan for the property.
- k. Owner shall provide no more than 60% detached single-family housing and no less than 40% other types of units (e.g., middle housing).
- l. Owner shall remove all additional Central Oregon Irrigation District (COID) irrigation water rights from Property, unless use is otherwise approved by COID.
- m. Owner shall remove all ground water rights from Property unless partial use is otherwise approved by the Redmond City Council. If required, Owner is directed to remove water rights via sale or transfer to the City. Removal shall occur prior to the platting of the first phase of development.

- n. Owner agrees to not remonstrate against the formation of a local improvement district or reimbursement district created for funding public improvements that will serve the Property. This waiver applies to the Property until all utility service and all required infrastructure that will service or benefit the Property is completed and accepted by City. If the property is developed in phases, the waiver may be removed on a phase-by-phase basis if all utility service and all required infrastructure that will service or benefit the Property is completed and accepted by City.
- o. Owner agrees to donate funds to the Redmond Committee for Art in Public Places or install an artistic feature. Public art fee of \$100 per housing unit will be charged and paid in lump sum at the time of any plat approval for the property. If an artistic feature is installed, it is required to provide focal points, preferably at the gateways to neighborhoods, in and around the center of neighborhoods, or trailheads.
- 5. **AMENDMENT:** This Agreement and any exhibits attached hereto may be amended only by the mutual written consent of both parties.
- 6. **SEVERABILITY:** If any provision, covenant or portion of this Agreement or its application to any person, entity, property or portion of property is held invalid, or if any ordinance or resolution adopted pursuant to this Agreement or its application to any person, entity, property or portion of property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement or other ordinances or resolutions passed pursuant hereto, and to that end, all provisions, covenants, and portions of this Agreement and of the ordinances and resolutions adopted pursuant hereto are declared to be severable.
- 7. **NO WAIVER OF RIGHT TO ENFORCE AGREEMENT:** Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 8. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties relating to the subject matter hereof. The parties shall have no obligations other than specifically stated in this Agreement except those of general applicability.
- 9. **SURVIVAL:** The provisions contained in this Agreement shall survive the annexation of the property and shall not be merged or expunged by the annexation of the property or any part thereof to the City.
- 10. **SUCCESSORS AND ASSIGNS:** This Agreement shall run with the land described on Exhibit A and inure to the benefit of, and be binding upon, the successors in title of the Owners and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities.
- 11. **TERM OF AGREEMENT:** This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date of this Agreement
- 12. **ENFORCEMENT:** Owner agrees that if it fails to perform as required under this Agreement, the City Council may, at the Council's option, de-annex and that Owner will not object or oppose such de-annexation in any manner or any forum.

13. **ATTORNEY FEES:** In any proceeding to enforce, apply or interpret this Agreement, each party shall bear its own attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY

OWNER

Keith Witcosky, City Manager

Terry Vollertsen, Trustee/Owner

ATTEST:

Kelly Morse, City Recorder

STATE OF OREGON)
) ss.
County of Deschutes)

Keith Witcosky, City Manager, on behalf of the City of Redmond, who acknowledged that he had authority to sign on behalf of the City of Redmond and this instrument to be the City's voluntary act and deed, acknowledged this instrument before me this _____day of _____2022.

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me this _____day of _____2022, by _____, who acknowledged this instrument to be his/her voluntary act and deed.

Notary Public for Oregon

Exhibit "A"

The Northwest Quarter of the Southeast quarter (NW1/4SE1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM Description of a parcel of land situated in and being the South Half of the South Half of the South Half of the Northwest Quarter of the Southeast Quarter (S1/2S1/2S1/2NW1/4SE1/4) of Section Five (5), Township Fifteen (15) South, Range Thirteen (13), East of Willamette Meridian, Deschutes County, Oregon, Being more particularly described as follows:

Commencing at a 1" steel pin at the South quarter corner of said Section 5, the initial point; thence North 00°41'06" West along the North-South centerline of said Section 5 1323.21 feet to a ¾" pipe at the Southwest corner of said NW1/4SE1/4 and the point beginning; thence North 00°41'06" West along the West line of said NW1/4SE1/4 165.40 feet to a ½" pipe; thence North 88°40'50" East along the North line of said S1/2S1/2S1/2NW1/4SE1/4, 1319.43 feet to a ½" pipe; thence South 00°39'48" West along the East line of said NW1/4SE1/4, 165.19 feet to a ¾" pipe at the Southeast corner of said NW1/4SE1/4; thence South 88°40'19" West along the South line of said NW1/4SE1/4, 1319.37 feet to the point of beginning.

AND ALSO EXCEPTING: Description of a parcel of land located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Five (5) Township Fifteen (15) South, Range Thirteen (13), East of Willamette Meridian, Deschutes County, Oregon, beginning the West Half of the North Half of the South Half of the South Half of the Northwest Quarter of the Southeast Quarter (N1/2S1/2S1/2NW1/4SE1/4) of said section 5 being more particularly described as follows.

The West Half of the parcel described as: Commencing at a 1" steel pin at the South Quarter Corner of said Section 5, the initial point; thence North 00°41'06" West along the North-South centerline of said Section 5, 1488.61 feet to a ½" pipe the point of beginning; thence North 00°41'06" West along the North-South centerline of said Section 5, 165.4 feet; thence North 88°41'20" East, 1319.49 feet to the East line of said NW1/4SE1/4, thence South 00°39'48" West along the East line of said NW1/4SE1/4 165.19 feet; thence South 88°40'50" West, 1319.43 feet to the North-South Centerline of said Section 5, the point of beginning.

ALSO EXCEPTING THEREFROM: Redmond Northwest Market Road (Northwest Way)



HAYDEN HOMES & VOLLERTSEN ANNEXATION REQUESTS

REDMOND CITY COUNCIL
SEPTEMBER 13, 2022

SLIDE / 1

NW REDMOND

REDMOND

REDMOND

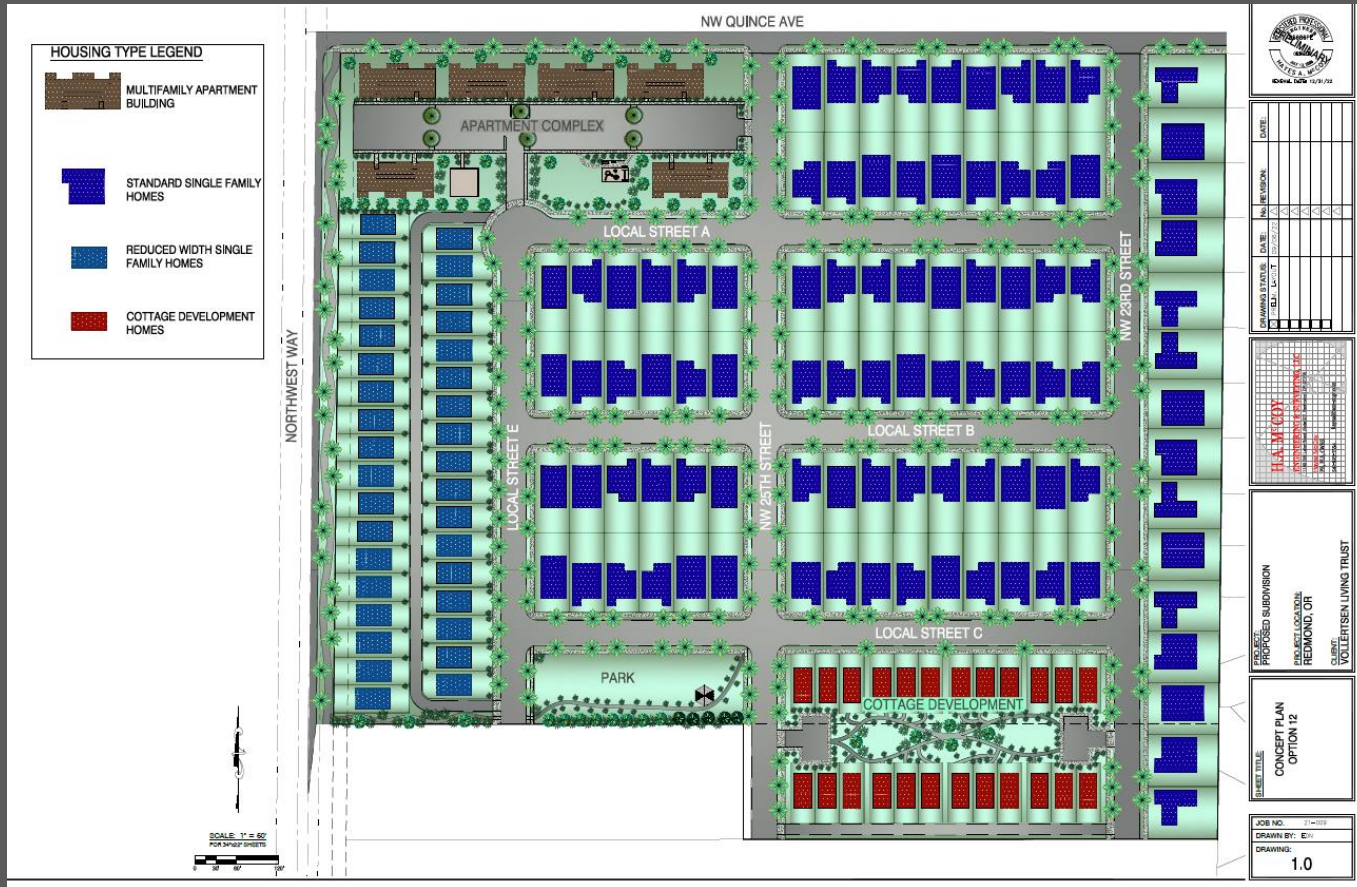
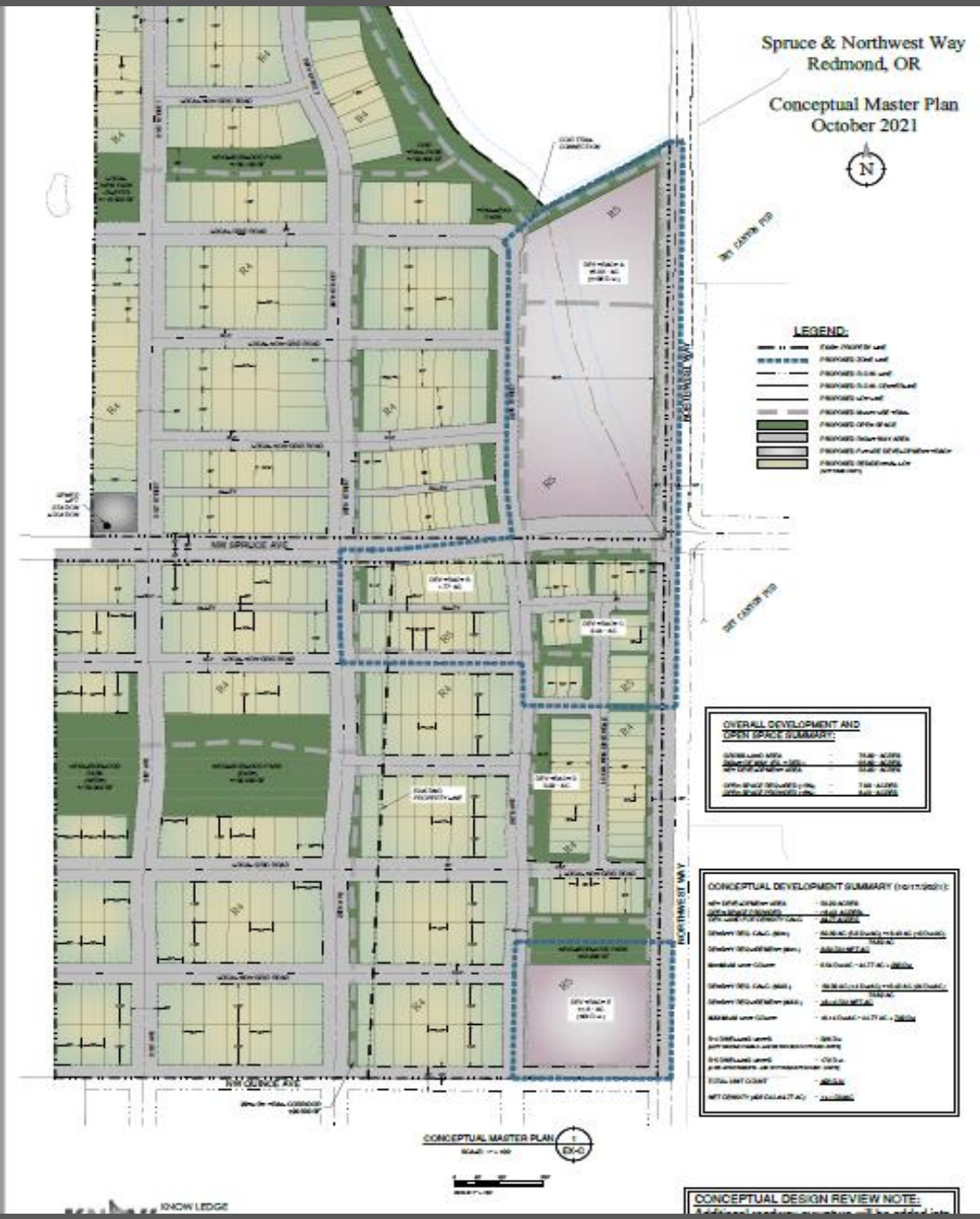


Components of workforce housing (up 120% AMI)



Parks / open space





ANNEXATION PROCESS & TIMELINE

DRAFTING OF AGREEMENTS 2021/2022

Applicants met with staff to draft terms of annexation agreement

City Council reviews, amends and/or approves agreements

COUNCIL REVIEW SEPT. 13, 2022

PLANNING COMMISSION PUBLIC HEARING PROCESS

Planning Commission makes recommendation to Council

APPLICANTS SUBMIT MASTER PLAN APPLICATION

12-month process

CITY COUNCIL PUBLIC HEARING

Council adopts ordinance & resolution to amend Comp Plan Map & annex properties

POLICY DISCUSSION JULY 12, 2022

Council shared feedback w/ Hayden Homes development team



01

AGGREGATE IMPACTS

~ 110 ACRES SAME AREA
~ 750 UNITS

02

TRANSPORTATION INFRASTRUCTURE

CAPACITY, CONGESTION, CONNECTIVITY
TRANSPORTATION IMPACT ANALYSIS & CAPITAL IMPROVEMENTS

03

NEIGHBORHOOD MEETING

REQUIRED PRIOR TO SUBMITTING MASTER DEVELOPMENT PLAN APPLICATION

04

COUNCIL FEEDBACK

ELEMENTS TO CONSIDER INCORPORATING: DOG PARKS, COMMUNITY GARDENS,
RETAIL AND COMMERCIAL SPACE, MIXED USE DEVELOPMENT, WORKFORCE HOUSING,
DAY CARE, GROCERY, MOBILITY IMPROVEMENT

CONSIDERATIONS



QUESTIONS

Laws Governing Annexations

- ORS 222.111 Authority and Procedure for Annexation of Contiguous Territory
- OAR 660, Division 14 Application of the Statewide Planning Goals to Annexation
- Acknowledged Comprehensive Plan
- ORS 197.307 Needed housing policy; clear and objective standards
 - (4) Except as provided in subsection (6) of this section, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing, including needed housing. The standards, conditions and procedures:
 - (a) May include, but are not limited to, one or more provisions regulating the density or height of a development.
 - (b) May not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay.

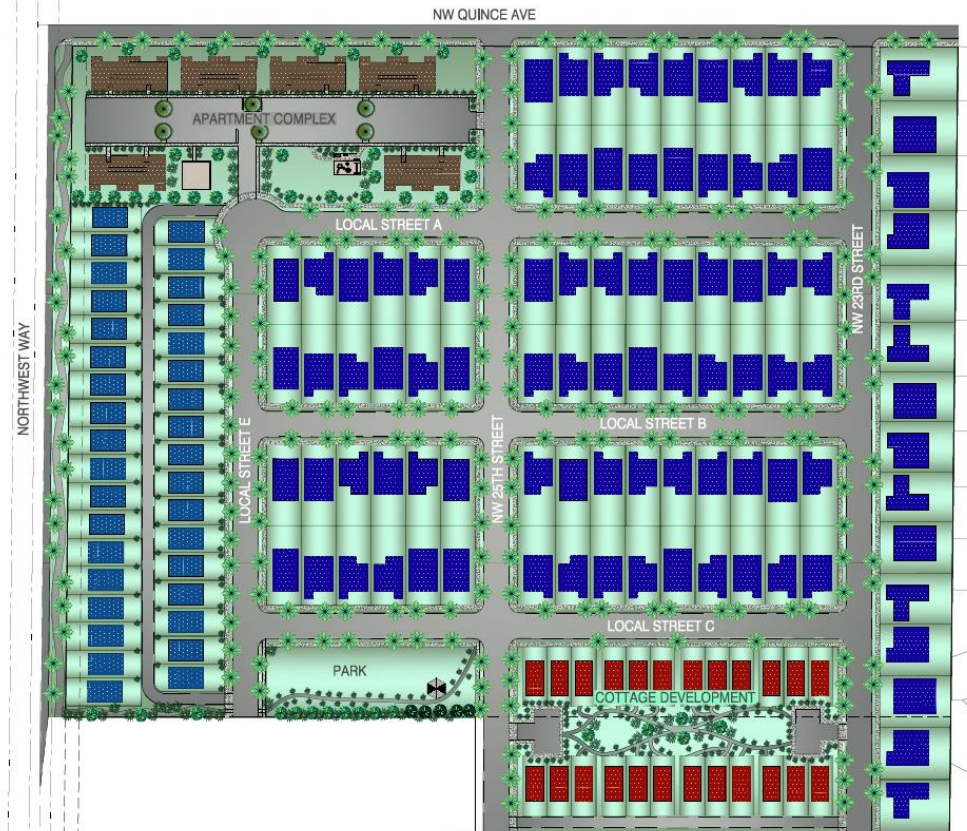
[illegible]

Interest earned on AFRs	-	34,400	-	ACBFR
Interest on AFRs (34,400 x 10%)	-	3,440	-	ACBFR
Net total of interest on AFRs	-	37,840	-	ACBFR
Interest on AFRs (37,840 x 10%)	-	3,784	-	ACBFR
Interest on AFRs (37,840 x 10%)	-	3,784	-	ACBFR

[illegible]

|| <http://www.elsevier.com/locate/jmb> ||

MULTIFAMILY APARTMENT
BUILDING

 REDUCED WIDTH SINGLE FAMILY HOMES COTTAGE DEVELOPMENT
HOMES

SCALE: 1" = 60'
FOR 34x42" SHEETS

APSA
12/31/12

[illegible]

H.A. McCOY
INTERPRETING & STRIPPING, LLC
 1116 West 10th Street, Suite 101, Amarillo, TX 79109
 806-424-2424
 www.hamccoy.com

PROPOSED SUBDIVISION

PROJECT LOCATION:
REDMOND, OR

CLIENT:
COLLETTSEN LIVING TRUST

CONCEPT PLAN
OPTION 12

JOB NO. 21-009
 DRAWN BY: EPH
 DRAWING:
 1.0



CITY OF REDMOND

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

STAFF REPORT

DATE: September 13, 2022
TO: Redmond City Council
THROUGH: Keith Witcosky, City Manager
FROM: Jason Neff, Chief Financial Officer
SUBJECT: Resolution #2022-28 - A resolution of the City of Redmond to make Budget Adjustments to the Fiscal Year 2022/23 Budget for Police Vehicles & Equipment; GO Bond Cost of Issuance; Senior Center Kitchen and Public Works Cold Storage Roof.

Addresses Council Goal:

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

Report in Brief:

The action requests City Council authorize budget adjustments to three funds due to unplanned expenditures and revenues in the Fiscal Year (FY) 2022/23 budget.

Background:

Supplemental budgets are permitted under Oregon Revised Statutes (ORS) 294.471. Per the ORS, a notice of the meeting to discuss a supplemental budget was published greater than or equal to five days in advance of this City Council meeting. Items #1 and #4 below are supplemental budgets.

Oregon Revised Statute (ORS) 294.463 allows for the transfer of appropriations between existing categories within a fund when authorized by resolution of the governing body as is the case for Item #2.

ORS 294.338 provides for certain exceptions to Local Budget Law which do not require a supplemental budget and budget adjustments can be authorized by resolution of the governing body. This includes the expenditure of specific purpose grants such as item #3.

Discussion:

The resolution includes budget adjustments to the following funds:

#1 - Police Vehicles and Equipment:

Approximately \$201,000 of police vehicles and equipment were included in the FY 2021/22 budget but not expensed as a result of supply chain issues. As such, the following items need to be moved to the FY 2022/23 budget:

Item	Amount
3 Vehicles	\$ 155,597
Vehicle Video Equipment	\$ 28,773
Body Cameras	\$ 15,358
Other Printers	\$ 1,397
TOTAL	\$ 201,125

In addition, given the long lead times associated with vehicle purchases an additional patrol vehicle (approximately \$90,000) is recommended to be added to the FY 2022/23 budget (ahead of the FY 2023/24 budget).

All of the expense adjustments can be covered by a higher than anticipated Beginning Fund Balance.

Police Fund (Operations and Capital Vehicle & Equipment Sub-Funds)

Resources		Expenditures	
Beginning Fund Balance	\$ 291,125	Police (Organizational Unit (OU))	\$ 291,125
Total Change to Resources	\$ 291,125	Total Change to Expenditures	\$ 291,125

#2 - General Obligation (GO) Bond Cost of Issuance (Capital Projects Fund):

On August 17, 2022, the City closed on the \$40 million voter approved General Obligation (GO) bond. Although previously authorized by City Council the cost of issuance associated with the bonds was not included in the FY 2022/23 budget. Total cost of issuance was \$248,267 (or 0.6% of the GO bond) and is detailed below:

Service (Vendor)	Amount
Bond Counsel (Orrick)	\$ 65,000
Financial Advisor (Piper)	\$ 39,633
Rating Agency (Moody's)	\$ 33,000
Paying Agent (US Bank)	\$ 12,350
MDAC (Treasury)	\$ 5,140
Underwriter (DA Davidson)	\$ 93,144
TOTAL	\$ 248,267

To accommodate the cost of issuance, project design costs (Capital Outlay) conservatively included in FY 2022/23 will be reduced.

Capital Projects Fund

Resources		Expenditures	
		Materials & Services	\$ 248,267
		Capital Outlay	(\$ 248,267)
Total Change to Resources	\$ 0	Total Change to Expenditures	\$ 0

#3 - Senior Center Kitchen:

In September 2021, City Council adopted Resolution No. 2021-28 which authorized up to \$250,000 toward the Senior Center kitchen upgrades. The Senior Center was able to secure additional funding to expand the scope of the project through Deschutes County committing an additional \$250,000 of federal American Rescue Plan Act (ARPA) grant funds towards the kitchen upgrade.

The City will be managing the kitchen upgrade as the owner of the Senior Center facility and is able to administer the federal grant funds along with the additional reporting and contracting requirements.

Project Element	Estimated Cost
Design, Permitting, Etc.	\$ 50,000
Equipment	\$ 300,000
Construction	\$ 130,000
Contingency	\$ 20,000
TOTAL	\$ 500,000

The budget adjustment recognizes the additional federal grant funding available to offset the additional expenditures for the expanded kitchen upgrade project.

Capital Projects Fund

Resources		Expenditures	
Federal Grants	\$ 250,000	Materials & Services	\$ 20,000
		Capital Outlay	\$ 230,000
Total Change to Resources	\$ 250,000	Total Change to Expenditures	\$ 250,000

#4 - Transportation Cold Storage Facility:

The FY 2022/23 budget includes \$280,000 to replace the cold storage roof at the Public Works facility. The actual bid came in at \$283,660. As such, an additional \$3,660 needs to be transferred from the General Fund to the Capital Projects Fund.

General Fund

Resources		Expenditures	
Beginning Fund Balance	\$ 3,660	Transfers	\$ 3,660
Total Change to Resources	\$ 3,660	Total Change to Expenditures	\$ 3,660

Capital Projects Fund

Resources		Expenditures	
Interfund Transfers	\$ 3,660	Capital Outlay	\$ 3,660
Total Change to Resources	\$ 3,660	Total Change to Expenditures	\$ 3,660

Fiscal Impact:

Discussed Above.

Alternative Courses of Action:

1. Adopt the FY 2022/23 budget adjustment.
2. Do not adopt the budget adjustment.
3. Request more information.

Recommendation / Suggested Motion:

"I move to adopt Resolution #2022-28 adjusting the City's Fiscal Year 2022/23 budget."

**CITY OF REDMOND
RESOLUTION NO. 2022-28**

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

WHEREAS, the City of Redmond will have unexpected and unbudgeted resources and expenditures for FY 2022/23; and

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

WHEREAS, Oregon Revised Statute 294.463 allows for the transfer of appropriations between existing categories within a fund when authorized by resolution of the governing body; and

WHEREAS, Oregon Revised Statute 294.338 provides for certain exceptions to Local Budget Law which do not require a supplemental budget and budget adjustments can be authorized by resolution of the governing body. This includes the expenditure of specific purpose grants.

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

SECTION ONE: The City of Redmond City Council hereby adopts the following Budget Adjustments for FY 2022/23, in the following funds with the following changes, now on file at City Hall.

SECTION TWO: The amounts for the fiscal year beginning July 1, 2022, are hereby adjusted as follows:

POLICE FUND	Resources	Expenditures
Beginning Fund Balance	\$ 291,125	
Police (Organizational Unit (OU))		\$ 291,125
Change to Police Fund		\$ 291,125
Change to Police Fund – Total Appropriations		\$ 291,125

Police Vehicles and Equipment: Approximately \$201,000 of police vehicles and equipment were included in the FY 2021/22 budget but not expensed as a result of supply chain issues. As such, the following items need to be moved to the FY 2022/23 budget:

<i>Item</i>	<i>Amount</i>
3 Vehicles	\$ 155,597
Vehicle Video Equipment	\$ 28,773
Body Cameras	\$ 15,358
Other Printers	\$ 1,397
TOTAL	\$ 201,125

In addition, given the long lead times associated with vehicle purchases an additional patrol vehicle (approximately \$90,000) is recommended to be added to the FY 2022/23 budget (ahead of the FY 2023/24 budget).

All of the expense adjustments can be covered by a higher than anticipated Beginning Fund Balance.

CAPITAL PROJECTS FUND	Resources	Expenditures
Materials & Services		\$ 248,267
Capital Outlay		(\$ 248,267)
Change to Capital Projects Fund		\$ 0
Change to Capital Projects Fund – Total Appropriations		\$ 0

General Obligation (GO) Bond Cost of Issuance: On August 17, 2022 the City closed on the \$40 million voter approved General Obligation (GO) bond. Although, previously authorized by City Council the cost of issuance associated with the bonds was not included in the FY 2022/23 budget. Total cost of issuance was \$248,267 (or 0.6% of the GO bond) and is detailed below:

<i>Service (Vendor)</i>	<i>Amount</i>
Bond Counsel (Orrick)	\$ 65,000
Financial Advisor (Piper)	\$ 39,633
Rating Agency (Moody's)	\$ 33,000
Paying Agent (US Bank)	\$ 12,350
MDAC (Treasury)	\$ 5,140
Underwriter (DA Davidson)	\$ 93,144
TOTAL	\$ 248,267

To accommodate the cost of issuance, project design costs (Capital Outlay) conservatively included in the FY 2022/23 budget will be reduced.

CAPITAL PROJECTS FUND	Resources	Expenditures
Federal Grants	\$ 250,000	
Materials & Services		\$ 20,000
Capital Outlay		\$ 230,000
Change to Capital Projects Fund		\$ 250,000
Change to Capital Projects Fund – Total Appropriations		\$ 250,000

Senior Center Kitchen: In September 2021, City Council adopted Resolution No. 2021-28 which authorized up to \$250,000 toward the Senior Center Kitchen upgrades. The Senior Center was able to secure additional funding to expand the scope of the project through Deschutes County committing an additional \$250,000 of federal American Rescue Plan Act (ARPA) grant funds towards the kitchen upgrade.

The City will be managing the kitchen upgrade as the owner of the Senior Center facility and is able to administer the federal grant funds along with the additional reporting and contracting requirements. Below is a summary of total project cost.

Project Element	Estimated Cost
Design, Permitting, Etc.	\$ 50,000
Equipment	\$ 300,000
Construction	\$ 130,000
Contingency	\$ 20,000
TOTAL	\$ 500,000

The budget adjustment recognizes the additional federal grant funding available to offset the additional expenditures for the expanded kitchen upgrade project.

GENERAL FUND	Resources	Expenditures
Beginning Fund Balance	\$ 3,660	
Transfers (to Capital Projects)		\$ 3,660
Change to General Fund		\$ 3,660
Change to General Fund – Total Appropriations		\$ 3,660

CAPITAL PROJECTS FUND	Resources	Expenditures
Interfund Transfers	\$ 3,660	
Capital Outlay		\$ 3,660
Change to Capital Projects Fund		\$ 3,660
Change to Capital Projects Fund – Total Appropriations		\$ 3,660

Transportation Cold Storage Facility: The FY 2022/23 budget includes \$280,000 to replace the cold storage roof at the Public Works Facility. The actual bid came in at \$283,660. As such, an additional \$3,660 needs to be transferred from the General Fund to the Capital Projects Fund.

SECTION THREE: This resolution shall be effective this 13th day of September 2022.

ADOPTED by the City Council and **SIGNED** by the Council President this 13th day of September 2022.

Robert J. Patrick, Council President

ATTEST:

Kelly Morse, City Recorder



FISCAL YEAR 2022/23 BUDGET ADJUSTMENT

Redmond City Council
September 13, 2022



POLICE FUND

VEHICLES AND EQUIPMENT

POLICE FUND	Resources	Expenditures
Beginning Fund Balance	\$ 291,125	
Police (Organizational Unit (OU))		\$ 291,125
Change to Police Fund		\$ 291,125
Change to Police Fund – Total Appropriations		\$ 291,125



GO BOND

COST OF ISSUANCE

CAPITAL PROJECTS FUND	Resources	Expenditures
Materials & Services		\$ 248,267
Capital Outlay		(\$ 248,267)
Change to Capital Projects Fund		\$ 0
Change to Capital Projects Fund – Total Appropriations		\$ 0





SENIOR CENTER KITCHEN

GRANT FUNDING & PROJECT SCOPE

CAPITAL PROJECTS FUND	Resources	Expenditures
Federal Grants	\$ 250,000	
Materials & Services		\$ 20,000
Capital Outlay		\$ 230,000
Change to Capital Projects Fund		\$ 250,000
Change to Capital Projects Fund – Total Appropriations		\$ 250,000



CAPITAL PROJECTS FUND

PW COLD STORAGE ROOF

GENERAL FUND	Resources	Expenditures
Beginning Fund Balance	\$ 3,660	
Transfers (to Capital Projects)		\$ 3,660
Change to General Fund		\$ 3,660
Change to General Fund – Total Appropriations		\$ 3,660
CAPITAL PROJECTS FUND	Resources	Expenditures
Interfund Transfers	\$ 3,660	
Capital Outlay		\$ 3,660
Change to Capital Projects Fund		\$ 3,660
Change to Capital Projects Fund – Total Appropriations		\$ 3,660



Public Safety

The plague of mass shootings across the nation has unfortunately now spread to Central Oregon. After the shooting at the Bend Safeway there was the outpouring of condolences and promises to do something to prevent to the most reasonable extent possible to curtail the use of assault type weapons against innocent persons in our schools and our public places. Not only has the physical safety of many been compromised but the psychological feeling of being safe in schools and public places been affected which, of course, detracts from our sense of liveability in our community.

I asking the Council at our next meeting that we consider discussing concrete steps to address this. The Council should initiate a process with the community to look at:

1. Whether or not Redmond should prohibit loaded firearms in our public spaces (streets) and buildings as well as our public parks with certain exceptions which are listed in ORS 166.173. (Police, persons with concealed weapon permits etc)
2. Whether or not Redmond should prohibit the open display of assault type weapons in our public spaces (see above) (excepting police etc). The purpose of these displays appears to be to generate fear and/or intimidation (if not used) or, to be used against fellow citizens if used.

This is not a call to take anyone's guns away or to ban the purchase of any weapons but is designed to address the effect on public safety the brandishing and use of these types of weapons has on those who are not armed and who do not want to worry about the intentions of those who are carrying such weapons.

After receiving input from the community the Council should consider whether or not to proceed with these initiatives.