



REVISED

CITY COUNCIL

October 14, 2014

Council Chambers • 777 SW Deschutes Avenue

COUNCIL MEMBERS

George Endicott
Mayor

Tory Allman
Councilor

Joe Centanni
Councilor

Camden King
Councilor

Ginny McPherson
Councilor

Ed Onimus
Councilor

Jay Patrick
Councilor

OCTOBER 14, 2014 REGULAR MEETING AGENDA 6:30 P.M.

- I. CALL TO ORDER / ESTABLISH A QUORUM**
- II. BLESSING**
 - A. Pastor Barry Campbell, Highland Baptist Church
- III. PLEDGE OF ALLEGIANCE**
- IV. COMMENTS FROM CITIZENS AT THE MEETING**
- V. MAJOR REDMOND STREET CONSTRUCTION UPDATE**
- VI. CONSENT AGENDA**
 - A. Minutes of September 9, 2014, P.M. Council Meeting Exhibit 1
 - B. Minutes of September 23, 2014, P.M. Council Meeting Exhibit 2
 - C. Minutes of October 7, 2014, Special P.M. Council Workshop Exhibit 3
 - D. Intergovernmental Agreement between Deschutes County 9-1-1 Service District and law enforcement entities for support and maintenance of a criminal justice based records management system Exhibit 4
- VII. PRESENTATIONS**
 - A. Redmond Economic Development, Inc. Update, Jon Stark
 - B. Economic Development for Central Oregon Update, Roger Lee
- VIII. PROCLAMATION**
 - A. Purple Heart City Exhibit 5
- IX. ORDINANCES**

In accordance with the City of Redmond Charter, an ordinance takes effect 30 days after its enactment except when a later effective date is specified in the ordinance; when the ordinance contains an emergency clause, it takes effective immediately.

 - A. Ord. #2014-19 – An ordinance amending Chapter 7 of the Redmond City Code by adding a Marijuana and Marijuana-Infused Product Tax. Exhibit 6
- X. ACTION ITEMS**
 - A. Authorized Signatories for Bank Accounts Exhibit 7
 - B. Res. #2014-21 – A resolution adopting the City of Redmond Snow and Ice Plans for Public Works and Roberts Field – Redmond Municipal Airport. Exhibit 8
- XI. MAYOR'S COMMENTS**
- XII. COUNCIL COMMENTS**
- XIII. CITY MANAGER COMMENTS**
- XIV. ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING**
- XV. ADJOURN**

Regular Council meetings are broadcast live on COTV11 – BendBroadband Channel 11 beginning at 6:30 p.m. on the 2nd and 4th Tuesdays of each month. Rebroadcasts are scheduled for the non-meeting Tuesdays at 6:30 p.m.

Anyone needing accommodation to participate in the meeting must notify the ADA Coordinator at least 48 hours in advance of the meeting at 541-504-3036, or through the Telecommunications Relay Service (TRS) which enables people who have difficulty hearing or speaking in the telephone to communicate to standard voice telephone users. If anyone needs Telecommunications Device for the Deaf (TDD) or Speech To Speech (STS) assistance, please use one of the following TRS numbers: 1-800-735-2900 (voice or text), 1-877-735-7525 (STS English) or 1-800-735-3896 (STS Spanish).

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

REGULAR CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD SEPTEMBER 9, 2014, IN THE CITY COUNCIL CHAMBERS.

COUNCIL MEMBERS PRESENT: Joe Centanni – George Endicott –Ginny McPherson –Jay Patrick

COUNCIL MEMBERS EXCUSED: Tory Allman – Camden King – Ed Onimus

STAFF PRESENT: City Manager Keith Witcosky – City Attorney Steve Bryant – Airport Director Jeff Tripp – Police Captain Brian McNaughton – Development Manager David Pilling – City Recorder Kelly Morse – Community Development Director Heather Richards – CIS Administrator Sheri Cleveland – Communications Manager Heather Cassaro – Deputy Director Jodi Burch

MEDIA PRESENT: Leslie Pugmire-Hole, Redmond Spokesman – KTVZ – COTV

Mayor Endicott called the meeting to order at 6:30 p.m.

BLESSING

There was no blessing given.

PLEDGE OF ALLEGIANCE

Councilor Centanni led the Pledge of Allegiance.

COMMENTS FROM CITIZENS AT THE MEETING

There were no comments from citizens at the meeting.

CONSENT AGENDA

- A. Minutes of July 29, 2014 P.M. Council Meeting (Exhibit 1)**
- B. Res. #2014-19 – A resolution of the City of Redmond declaring certain City property to be surplus. (Exhibit 2)**
- C. Bulletproof Vest Partnership Grant Acceptance (Exhibit 3)**
- D. Change Order #2 to Contract #2013-58 with Harper Houf Peterson Righellis Inc for the Dry Canyon Master Plan (Exhibit 4)**

Councilor Centanni moved, seconded by Councilor Patrick, to approve the Consent Agenda as presented, motion passed. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

PRESENTATIONS

A. If I Were Mayor Contest Update, Mayor Endicott

Mayor Endicott announced that two of Redmond’s winners from the “If I were Mayor...” contest were selected by the Oregon Mayor Association (OMA) to receive the state award at their annual conference. Rebekah O’Neill won in the poster category and Emma Poindexter won in the video category. Ms. O’Neill and Ms. Poindexter each won an iPad Air.

B. Volunteer Firefighter of the Year, Tim Moor

Redmond Fire & Rescue (RF&R) Volunteer Training Coordinator Jake Campbell shared that longtime RF&R volunteer firefighter Jade Ames was selected as the 2014 Volunteer Firefighter of the Year from the Oregon Volunteer Firefighters Association.

C. Mayors Leadership Award, Keith Witcosky

City Manager Keith Witcosky reported that at the OMA conference Mayor Endicott received the Mayors Leadership Award for large cities. Mayor Endicott won on behalf of the work he does for Redmond, the region and the state.

PROCLAMATIONS

A. 13th Anniversary of September 11, 2001 (Exhibit 5)

Councilor Patrick moved, seconded by Councilor Centanni, to approve the proclamation designating September 11, 2014, as a citywide period of honor and support for the victims and families on the 13th Anniversary of September 11, 2001, motion passed. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

Mayor Endicott read the proclamation.

B. POW-MIA Awareness Day (Exhibit 6)

Councilor Patrick moved, seconded by Councilor Centanni, to approve the proclamation designating September 19, 2014, as POW-MIA Awareness Day, motion passed. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

Mayor Endicott read the proclamation.

C. Suicide Prevention Month (Exhibit 7)

Councilor McPherson moved, seconded by Councilor Centanni, to approve the proclamation designating the Month of September 2014 as Suicide Prevention Month, motion passed. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

Mayor Endicott read the proclamation.

ACTION ITEMS

A. Res. #2014-20 – Sisterhood Agreement between the town of Cuautla, from the State of Jalisco in the United Mexican States and the City of Redmond, Oregon in the United States of America. (Memorandum of Understanding with Cuautla, Jalisco, Mexico, establishing a Sister City relationship with the City of Redmond.) (Exhibit 8)

Mr. Witcosky explained that Res. #2014-20 will begin the formal process for establishing a Sister City relationship with Cuautla, Jalisco, Mexico. A Memorandum of Understanding will be signed by both cities. Mr. Witcosky opined that this relationship is a great opportunity for Redmond and Cuautla.

Councilor Centanni moved, seconded by Councilor McPherson, to approve the Sister City Agreement between Cuautla, Jalisco, and Redmond, Oregon, motion passed. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

B. Addendum #5 to Contract #2012-8 with Century West Engineering for the Runway 4-22 Rehabilitation Project, Phase 2 Design Services. (Exhibit 9)

Airport Director Jeff Tripp requested approval to addendum #5 with Century West Engineering for additional design services on the Runway 4-22 Rehabilitation project. Due to project funding limitation, timing of the project and the need to limit the closure of both runways, construction was divided into two phases necessitating the completion of revised project plans, specifications, and bidding. The Federal Aviation Administration approved the proposed changes to the scope of work and fee schedule.

Councilor McPherson moved, seconded by Councilor Patrick, to authorize the City Manager to execute Addendum #5 to City Contract #2012-8 with Century West Engineering in the amount of \$138,450.00, motion passed. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

C. Effective Date of City Manager Compensation Adjustment

Councilor Patrick stated that after Mr. Witcosky's employment evaluation on August 26, 2014, the motion approving compensation did not contain an effective date. The intent of the Council was to have the compensation effective July 1, 2014, so a new motion is required.

Councilor moved, seconded by Councilor, to apply the wage compensation retroactively back to July 1, 2014, motion passed. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

PUBLIC HEARINGS

A. Ord. #2014-17 – An ordinance adopting the City of Redmond Southwest Area Plan in conjunction with findings of compliance with state and local land use planning requirements. (Exhibit 10)

Mayor Endicott opened the public hearing.

Community Development Director Heather Richards explained that Ord. #2014-17 will adopt the Southwest Area Plan (SWAP) as a Comprehensive Plan amendment and a Comprehensive Plan Map Amendment. The ordinance will provide a basis for future growth for the next 20-50 years but will not rezone any land.

Ms. Richards described the process used to develop the SWAP while showing the project area which consists of three sub-areas: within city limits; outside city but within the Urban Growth Boundary (UGB); and outside the City and UGB, but within the Urban Reserve Area. The purpose of the SWAP is to direct development within the UGB at urban level densities in a planned and orderly manner, and with the provision of an adequate level of urban services, including but not limited to public water, sewer, and urban streets.

The SWAP must comply with the Framework Plan as well as the following Great Neighborhood Principles:

1. Variety of Housing Choices (total units = 5,975)
 - 70 Percent of the area is proposed for R2 (low-density) residential
 - Single family dwelling units
 - Duplexes grandfathered in November 2006
 - 14 percent of the area proposed as R4 (medium-density) residential
 - Duplexes allowed
 - Multi-family conditional use
 - 2 percent of the area proposed as R5 (high-density) residential
 - Duplexes allowed
 - Multi-family allowed
2. Parks and Open Space (32 acres Park Zone or 3 percent of plan area)
 - 3 Neighborhood Parks (+/- 5 acres)
 - 1 Community Park (+/- 20 acres)
 - Alternative Community Park (20-30 acres)

3. Mixed Use Neighborhood
 - 21 acres
 - 2 percent of project area
 - Two areas (+/- 10 acres)

4. Transportation
 - Street Type Variety
 - Arterials (Helmholtz Way & Canal Boulevard)
 - Collectors (Wickiup Avenue, Elkhorn Avenue, Badger Avenue)
 - Local Streets
 - Bicycle, Pedestrian and Trail System
 - Within the right of way (sidewalks)
 - Primary trails (follow existing features, connect gathering areas)
 - Connector Trails (Connects residential areas)
 - Water
 - Serves only city limits
 - Extension with new development
 - Construct to City Master Plan
 - Wastewater
 - Serves only city limits (gravity sewer only, capacity limit)
 - Extension with new development (according to City Master Plan)
 - Far West Sewer Interceptor (necessary for UGB development)

Ms. Richards also shared that a tremendous amount of citizen involvement that has taken place throughout the 12-18 month process.

Realtor Pam Lester asked that optional “granny flats” be allowed over garages to help address Redmond’s limited rental market.

Redmond resident Jan Painter speaking on behalf of his mother Joanna Painter thanked staff for their focus on community involvement throughout the process and encouraged them to remain cognizant of the urban/rural interface

There being no further testimony, Mayor Endicott closed the public hearing.

Councilor Centanni moved, seconded by Councilor Patrick, to have a first and second reading of Ord. #2014-17, by title only, motion passed. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

City Attorney Steve Bryant read the first and second reading of Ord. #2014-17, by title only.

Councilor Centanni moved, seconded by Councilor McPherson, to approve Ord. #2014-17, roll call vote: Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes, motion passed.

Mayor Endicott convened the Contract Review Board.

CONTRACT REVIEW BOARD

A. Evergreen Elementary School Rehabilitation Project, Alternative Contracting Method (Exhibit 11)

Ms. Richards requested the Contract Review Board’s approval of an alternative contracting method for design and construction of the Evergreen Elementary School Rehabilitation Project. There are three existing structures on the 3.31 acre site. The Budget estimate of \$8,902,505 is for the main structure only (35,558 square feet).

On July 24, 2014, the Council directed staff to pursue Construction Manager/General Contractor (CMGC) procurement options. Ms. Richards compared the Design-Bid-Build and Design Build with the CMGC process noting that the City had a desire to retain ownership of the structure.

Ms. Richards explained the statutory compliance requirements which govern procurement and how to consider an alternative contracting method. The City will launch an advertised competitive Request for Proposal process with an objective formal selection process. Cost savings to the public comes from selective demolition prior to final construction documents, value engineering during design and negotiation of a guaranteed maximum price. Ms. Richards shared the procurement timeframe and the design/construction timeframe.

Mayor Endicott opened the public hearing. There being no testimony, Mayor Endicott closed the public hearing.

Councilor Centanni moved, seconded by Councilor McPherson, to adopt the findings to allow an exemption to the public contracting requirements for the Evergreen Elementary School Rehabilitation Project to utilize a Construction Manager/General Contractor alternative contracting method for the public improvement project, motion passed. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

Mayor Endicott reconvened the Council.

MAYOR'S COMMENTS

A. Commission Appointments

Mayor Endicott recommended the appointment of Leah Moon to the Historic Landmarks Commission, term expiring December 31, 2018. (Allman-absent, Centanni-yes, Endicott-yes, King-absent, McPherson-yes, Onimus-absent, Patrick-yes)

Mayor Endicott announced that the Festival of Cultures will take place this Saturday and encouraged people to attend the naturalization ceremony noting that the Mayor of Cuautla, Jalisco, Mexico will be in attendance. Prepare Redmond will hold a resilience fair in Centennial Park on September 20, 2014. Mayor Endicott noted he will attend several meetings in Salem over the next few weeks.

COUNCIL COMMENTS

Councilor Centanni commented on the various individuals acknowledged at tonight's meeting for their awards, Music on the Green, Music in the Canyon, the Family Motor Coach Association rally, the Festival of Cultures, economic development activities, citizen involvement in public processes, beautification projects, and shopping local.

Councilor McPherson thanked the Mayor for his time and dedication as well as staff for their efforts to keep costs reduced on projects. Drivers were urged to use caution now that school has started.

CITY MANAGER COMMENTS

City Manager Keith Witcosky shared information on the League of Oregon Cities' City Hall Week, a reception for Mr. Tripp being held in Bend, comments received by the Mayor of Sisters, and a Cascade Business News insert on Redmond.

ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

There were no additional comments from citizens at the meeting.

DRAFT

There being no further business, the meeting was adjourned at 8:29 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 14th day of October, 2014.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

REGULAR CITY COUNCIL MEETING OF THE CITY OF REDMOND WAS HELD SEPTEMBER 23, 2014, IN THE CITY COUNCIL CHAMBERS.

COUNCIL MEMBERS PRESENT: Tory Allman – Joe Centanni – Camden King – Ginny McPherson
– Ed Onimus – Jay Patrick

COUNCIL MEMBERS EXCUSED: George Endicott

STAFF PRESENT: City Manager Keith Witcosky – City Attorney Steve Bryant – Airport Director Jeff Tripp – Police Chief Dave Tarbet – Public Works Director Bill Duerden – City Engineer Mike Caccavano – City Recorder Kelly Morse – Community Development Director Heather Richards – CIS Administrator Sheri Cleveland – Deputy Director of Central Services Jason Neff

MEDIA PRESENT: COTV

Council President Patrick called the meeting to order at 6:30 p.m.

BLESSING

Pastor Ken Marshall from City Center Church led the blessing.

PLEDGE OF ALLEGIANCE

Councilor Onimus led the Pledge of Allegiance.

COMMENTS FROM CITIZENS AT THE MEETING

American Cancer Society Representative Lauren Olander shared information from the Redmond-Sisters Relay for Life event held for the first time in Redmond. The goal was to raise \$25,000; however, the event raised close to \$36,000. Ms. Olander thanked the community and volunteers for their support in making this event so successful. Councilor Onimus spoke regarding the effects of cancer on patients and their families and the Relay for Life event.

CONSENT AGENDA

- A. Minutes of August 5, 2014, P.M. Council Meeting (Exhibit 1)**
- B. Minutes of August 26, 2014, P.M. Council Meeting (Exhibit 2)**

Councilor King moved, seconded by Councilor Onimus, to approve the Consent Agenda as presented, motion passed. (Allman-yes, Centanni-yes, Endicott-absent, King-yes, McPherson-yes, Onimus-yes, Patrick-yes)

PROCLAMATION

- A. Childhood Cancer Awareness Week (Exhibit 3)**

Councilor Centanni moved, seconded by Councilor Onimus, to approve the proclamation designating September 28-October 4, 2014, as Childhood Cancer Awareness Week, motion passed. (Allman-yes, Centanni-yes, Endicott-absent, King-yes, McPherson-yes, Onimus-yes, Patrick-yes)

Councilor McPherson read the proclamation.

- B. National Manufacturing Day (Exhibit 4)**

Councilor Centanni moved, seconded by Councilor Onimus, to approve the proclamation designating October 3, 2014, as National Manufacturing Day, motion passed. (Allman-yes, Centanni-yes, Endicott-absent, King-yes, McPherson-yes, Onimus-yes, Patrick-yes)

Councilor Centanni read the proclamation.

Redmond Economic Development, Inc. (REDI) Manager Jon Stark thanked the City Council for their support of the manufacturing industry in Redmond and the Central Oregon region. Mr. Stark shared a few statistics adding that REDI will celebrate by holding the second annual “Made in Redmond” tour. Mr. Stark addressed questions regarding the lack of rental housing market for employees.

LEASE AGREEMENTS

A. Amendment #9 to General Services Administration Lease Agreement GS-10B-06801 (Exhibit 5)

Airport Director Jeff Tripp requested approval of lease amendment #9 with the General Service Administration (GSA) for office space used by the Transportation Security Administration. The GSA will pay \$52,154.04 for use of the facility from July 1, 2015 to June 30, 2016. The rental rate includes office space, maintenance & operation costs, and custodial services. The office space will remain fixed at \$19,668.00 per year for the five-year term of the agreement. The agreement also modifies the annual term from calendar year to fiscal year to coincide with the City’s budget.

Councilor McPherson moved, seconded by Councilor King, to approve the Lease Amendment #9 to General Services Administration Lease Agreement No. GS-10B-06801 and authorize the City Manager to execute the lease amendment, motion passed. (Allman-yes, Centanni-yes, Endicott-absent, King-yes, McPherson-yes, Onimus-yes, Patrick-yes)

B. United States Forest Service Lease Agreement #57-01H1-13-0010 (Exhibit 6)

Mr. Tripp requested approval of a ground lease agreement at the airport with the US Forest Service (USFS) for a period of ten years. A previous 50-year ground lease terminated on February 15, 2013. During this time, the USFS continued occupancy of the land and operation of firefighting support services. The new ground lease will cover 47.39 acres with the reduction amounting from separate building leases entered into between the City and USFS. The term of the lease is effective retroactively to February 16, 2013 through February 15, 2023. The USFS paid \$1.00 annual for the 50-year ground lease. The new lease was negotiated at a Fair Market Value (FMV) for the land (\$0.165 per square foot) which will result in approximately \$340,576 annually. The rental rate will increase at 1 percent CPI annually. The rate will be calculated with a blended hybrid FMV to include aeronautical and non-aeronautical land. Mr. Tripp explained that the City will apply a \$665,000.00 credit for years 3, 4 and 5 (\$221,959.58) for infrastructure work already completed by the USFS adding that the lease will still generate \$2,897,000 in revenue over 10 years.

Councilor Allman moved, seconded by Councilor Centanni, to approve the Lease Amendment #57-01H1-13-0010 with the United States Department of Agriculture Forest Service and authorize the City Manager to execute the lease amendment, motion passed. (Allman-yes, Centanni-yes, Endicott-absent, King-yes, McPherson-yes, Onimus-yes, Patrick-yes)

ACTION ITEMS

A. ConnectOregon V Grant Acceptance (Exhibit 7)

Mr. Tripp requested acceptance of Oregon Department of Transportation’s *ConnectOregon V* grant in the amount of \$1,225,812.00 to cover the City’s match of a federal grant for the Runway 4-22 Rehabilitation Project.

Councilor King moved, seconded by Councilor Centanni, to accept the *ConnectOregon V* grant in the amount of \$1,225,812.00 for the Runway 4-22 Rehabilitation Project and authorize the City Manager to execute the Grant Agreement, motion passed. (Allman-yes, Centanni-yes, Endicott-absent, King-yes, McPherson-yes, Onimus-yes, Patrick-yes)

B. United States Forest Service Contract AG-04GG-S-14-0026 (Exhibit 8)

Mr. Tripp explained that Taxiway B was constructed in 1943 and is currently the only access point the USFS has to their property for firefighting support services. A 2010 evaluation rated the taxiway at zero; a 2010 evaluation resulted in a failed condition rating. The taxiway now requires full rehabilitation and structural pavement upgrade to accommodate current and future operations. The USFS will contribute \$21,000.00 towards the \$225,000.00 design estimate. The Federal Aviation Administration will fund the design and construction of Taxiway B as a component of the Runway 4-22 Rehabilitation Project, Phase 2. The USFS will also attempt to secure additional funds towards the estimated project cost of \$3,000,000.00.

Councilor King moved, seconded by Councilor Allman, to approve Contract #AG-04GG-S-14-0026 with the United States Forest Service, Deschutes National Forest and authorize the City Manager to execute the contract, motion passed. (Allman-yes, Centanni-yes, Endicott-absent, King-yes, McPherson-yes, Onimus-yes, Patrick-yes)

C. Res. #2014-18 – A resolution of the City Council of the City of Redmond, Oregon, ratifying the prior approval, execution and delivery of an Energy Performance Agreement; authorizing the sale, execution and delivery of a Lease-Purchase Agreement in an amount not to exceed \$1,450,000 and related documents for the lease-purchase of certain energy conservation measures within the City with amounts to be secured by a first lien on the property financed and the payment obligations of the City shall be made from the general non-restricted revenues and other lawfully available funds of the city; authorizing the appointment of a custodian; authorizing the negotiation, execution and delivery of the Lease-Purchase Agreement and related documents; designating authorized representatives and delegating responsibilities and ratifying all actions taken or to be taken to further this resolution and related matters. (Exhibit 9)

Deputy Director of Central Services Jason Neff commented that Res. #2014-18 will allow him and City Manager Keith Witcosky to negotiation funding to cover the debt for the Energy Savings Performance Contract with Ameresco. Mr. Neff added that the impact on the City's budget is slightly positive in the near-term since energy cost savings will be used to cover the debt payment. The debt will be financed using a tax exempt lease-purchase agreement. Specifics include:

1. Not to exceed \$1,450,000
2. Assumes 15-year loan at 3.75 percent
3. Lien against the installed equipment
4. No anticipated impact to City's Full Faith and Credit rating
5. Ameresco to facilitate obtaining financing and manage the Request for Proposal
6. First debt payment due six months after construction

If approved by Council, staff will begin negotiating the terms of the lease-purchase agreement then bring a Supplemental Budget to the Council in fall 2014. Mr. Neff stated that measurement and verification of performance will take place one year after construction. Questions from the Council were addressed by staff.

Councilor McPherson moved, seconded by Councilor King, to approve Res. #2014-18, to authorize the City to deliver a Lease-Purchase Agreement, execute and deliver the financing and legal documents relating to the Lease-Purchase Agreement in a not to exceed amount of \$1,450,000, and any further actions required for the issuance of the Lease-Purchase Agreement, and to delegate authority to the Authorized Representatives, motion passed. (Allman-yes, Centanni-yes, Endicott-absent, King-yes, McPherson-yes, Onimus-yes, Patrick-yes)

MAYOR'S COMMENTS

Mayor Endicott was not present at the meeting.

COUNCIL COMMENTS

Councilor Allman spoke regarding Young Life's Battle of the BBQ fundraiser tomorrow night.

Councilor Centanni reported on the recognition of National Manufacturing Day and encouraged people to take the tour. People were encouraged to visit downtown Redmond to shop local. Citizens were urged to attend future Council meetings now that the seating has been replaced.

Councilor McPherson reported on the Parks Commission and Historic Landmarks Commission meetings.

Councilor Onimus shared statistics on the recent Project Connect event which aided the regions' low-income and homeless individuals by providing a variety of social services.

CITY MANAGER COMMENTS

City Manager Keith Witcosky shared that the Kiwanis Club of Redmond will be holding their Oktoberfest fundraising event at Wild Ride Brewery; proceeds will benefit the Sam Johnson Park Rehabilitation Project. Police Department, Public Works, and Airport staff participated in the Prepare event in Centennial Park. Due to the Runway 4-22 Rehabilitation Project, flight patterns have temporarily changed for approximately 90 days. Public Works Sexton Billy James and Water Division employee Gary Millan will be retiring from the City after several years of employment with the City. The League of Oregon Cities Annual Conference will take place in Eugene this week.

ADDITIONAL COMMENTS FROM CITIZENS AT THE MEETING

Boys and Girls Clubs of Redmond-Terrebonne Executive Director Jenny O'Keefe announced that they have secured funding and will re-open the facility on October 6, 2014. Several local companies and community members made generous donations to keep the doors open. A luncheon to thank the community will take place on November 18, 2014, with Roz Eaton (Olympian Ashton Eaton's mother) serving as the guest speaker.

There being no further business, the meeting was adjourned at 7:40 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 14th day of October, 2014.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

SPECIAL P.M. CITY COUNCIL WORKSHOP OF THE CITY OF REDMOND WAS HELD OCTOBER 7, 2014, IN THE CITY COUNCIL CHAMBERS.

COUNCIL MEMBERS PRESENT: Tory Allman – Joe Centanni – George Endicott – Camden King – Ginny McPherson – Ed Onimus – Jay Patrick

STAFF PRESENT: City Manager Keith Witcosky – City Attorney Steve Bryant – Police Captain Brian McNaughton – Public Works Director Bill Duerden – City Engineer Mike Caccavano – City Recorder Kelly Morse – Community Development Director Heather Richards – CIS Network Technician Matt Hayes – Deputy Director of Central Services Jason Neff – Deputy Director of Central Services Jodi Burch – Economic Development Program Manager Gabriel Martin

MEDIA PRESENT: Leslie Pugmire-Hole, Redmond Spokesman

Mayor Endicott called the workshop to order at 6:30 p.m.

DISCUSSIONS

A. Marijuana Taxation (Exhibit 1)

Mayor Endicott provided background information regarding the purpose for tonight's discussion. He noted that the Council is not discussing whether to legalize marijuana in Redmond, but rather whether to bring an ordinance before the Council on the taxation of marijuana. The ordinance would levy a tax on the sale of marijuana in the event Ballot Measure 91 is approved by voters at the November 4, 2014, General Election.

City Attorney Steve Bryant explained the issues surrounding the City of Cave Junction lawsuit adding that the City is asking for a declaratory judgment. Mr. Bryant also discussed how the Oregon Liquor Control Commission might regulate the sale of recreational marijuana.

The Council and Mr. Bryant continued discussing when an ordinance must pass versus its effective date, levels of taxation, internal administration of the tax, city code, implications on the tax on medical marijuana, etc.

Redmond resident Anne Graham encouraged the Council to consider a tax as it will raise much needed funds for Police departments.

After much discussion on taxation amounts, Council's direction to staff was to bring forward an ordinance levying a 5 percent tax on medical marijuana and a 15 percent on recreational marijuana. Staff will prepare an ordinance for the October 14, 2014, Council meeting.

OTHER BUSINESS

There being no further business, the workshop was adjourned at 7:42 p.m.

Prepared by Kelly Morse, City Recorder

APPROVED by the City Council and SIGNED by the Mayor this 14th day of October, 2014.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



CITY OF REDMOND

716 SW Evergreen Ave
Redmond, OR 97756

(541) 923-7710
Fax: (541) 548-0706
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: October 14, 2014
TO: Mayor and Council Members
THROUGH: Keith Witcosky, City Manager
FROM: Dave Tarbet, Chief of Police
SUBJECT: IGA between Deschutes County 9-1-1 Service District and Law Enforcement Entities

Addresses Council Goal:

1. Sustain Operations
 - A. Maintain critical and necessary services for the entire city.

Report in Brief:

This is a request of the City Council to approve an Intergovernmental Agreement between the 9-1-1 Service District (9-1-1) and Law Enforcement Entities (LEE) in Deschutes County which includes the City of Redmond Police Department.

Discussion:

9-1-1 has entered into a contract with a third party vendor to provide support and ongoing maintenance of a criminal justice based records management system (RMS). In May 2012, 9-1-1 and LEE entered into agreements which address related payment obligations for software licenses, systems hardware, installation services and ongoing system maintenance. The purpose of this Agreement is to memorialize an intergovernmental agreement, consistent with ORS Chapter 190, for the purpose of managing and maintaining the RMS administered by 9-1-1. This Agreement defines the respective duties, obligations and responsibilities of 9-1-1 and LEE.

Fiscal Impact:

Each LEE is assessed a share of the adopted fiscal-year RMS budget. On an annual basis, each LEE will pay equal amounts which cumulatively represent 25% of the maintenance charges and a formula-based amount which cumulatively represents the remaining 75% of the maintenance charges. The total current annual cost to the City of Redmond Police Department is as follows:

Fiscal year 2014-15	\$54,338*
---------------------	-----------

*Included in the 2014-15 budget

The current, regular assessment to the City of Redmond Police Department is 26% of the total annual cost.

Recommendation/Suggested Motion:

" I move to authorize the Chief of Police, City Manager and Legal Counsel to sign the Intergovernmental Agreement with 9-1-1 Service District for the ongoing support and maintenance of the Regional Law Enforcement Records Management System."

Dave Tarbet
Chief of Police

REVIEWED

LEGAL COUNSEL

For Recording Purposes Only

INTERGOVERNMENTAL AGREEMENT BETWEEN DESCHUTES COUNTY 9-1-1 SERVICE DISTRICT AND LAW ENFORCEMENT ENTITIES

This Agreement is made and entered into by and between the Deschutes County 9-1-1 Service District (9-1-1) and the following Law Enforcement Entities (collectively referred to as LEE):

- Black Butte Ranch Service District, by and through its Police Department (Black Butte Ranch Police Department)
- City of Bend, by and through its Police Department (Bend Police Department)
- City of Redmond, by and through its Police Department (Redmond Police Department)
- Deschutes County, by and through its Sheriff’s Office (Deschutes County Sheriff’s Office)
- Sunriver Service District, by and through its Police Department (Sunriver Police Department)

WHEREAS, 9-1-1 is a county service district formed on May 4, 1988; and

WHEREAS, 9-1-1 is operated consistent with the direction of its Agency Board and/or its Executive Board; and

WHEREAS, 9-1-1 has entered into a contract with a third-party vendor for support and ongoing maintenance of a criminal justice based records management system (RMS); and

WHEREAS, 9-1-1 and LEE wish to confirm existing agreements and enter into new agreements regarding the RMS; and

WHEREAS, ORS 190.003 to 190.130 allows units of local governments to enter into agreements with other units of local government for the performance of any and all functions and activities that a party to the agreement has authority to perform; and

WHEREAS, the parties to this Agreement agree that this Agreement shall be administered and construed in accordance with the laws of the State of Oregon; and

WHEREAS, this Agreement is in the best interest of 9-1-1, LEE, and the citizens of Deschutes County for area law enforcement agencies to cooperate and coordinate with regard to management of criminal justice data; and

WHEREAS, a coordinated approach to the management of criminal justice data promotes effective law enforcement, reduces cost, increases operational efficiency and provides a singular mechanism to manage law enforcement records; and

WHEREAS, 9-1-1 and LEE have previously entered into agreements which address related payment obligations for software licenses, systems hardware, installation services, and ongoing system maintenance (see Deschutes County Contract No. 2010-723 and Deschutes County Document No. 2012-009); and

WHEREAS, it is intended by 9-1-1 and LEE that this Agreement serve as a comprehensive and binding document which supplements the previous agreements identified above, and clarifies the rules for oversight, administration and payment obligations relative to RMS maintained by 9-1-1; now therefore it is agreed as follows:

In consideration of the mutual covenants contained herein 9-1-1 and LEE agree as follows:

I. PURPOSE AND GOALS

- A. The purpose of this Agreement is to memorialize an intergovernmental agreement, consistent with ORS Chapter 190, for the purpose of managing and maintaining the RMS administered by 9-1-1. This Agreement defines the respective duties, obligations and responsibilities of 9-1-1 and LEE. The primary purpose of this Agreement is to achieve accurate and timely data sharing among 9-1-1 and LEE through use of a coordinated RMS.
- B. The goal of this intergovernmental agreement is to establish and maintain a single, integrated law enforcement records management system that enables the 9-1-1 and LEE to share public safety information, increase operational efficiency via a reduction in data entry, and ease the process of accessing information. Some of the advantages of RMS include:
 - 1. Improving officer and citizen safety;
 - 2. Facilitating law enforcement agency coordination and information sharing both internal and external to the participating agencies;
 - 3. Improving crime analysis;
 - 4. Enhancing the ability and effectiveness of staff to perform their jobs;
 - 5. Facilitating crime prevention and reduction;
 - 6. Providing high levels of data security;
 - 7. Providing an open, flexible and reliable technology base for the future;
 - 8. Improving data quality and timeliness;
 - 9. Increasing work process efficiency;
 - 10. Providing cost effective/economies of scale for all participating agencies.

II. LAW ENFORCEMENT ENTITIES

The Law Enforcement Entity group includes the agencies identified below, plus any other agencies that may become a party to this Agreement at some later date upon consent and approval of 9-1-1 and LEE.

- Black Butte Ranch Service District, by and through its Police Department (Black Butte Ranch Police Department),
- City of Bend, by and through its Police Department (Bend Police Department),
- City of Redmond, by and through its Police Department (Redmond Police Department),
- Deschutes County, by and through its Sheriff's Office (Deschutes County Sheriff's Office),
- Sunriver Service District, by and through its Police Department (Sunriver Police Department), herein collectively the Parties.

III. MANAGEMENT AND OVERSIGHT

- A. General Management. The responsibility for general day-to-day management and operation of the RMS rests exclusively with 9-1-1 through its Agency Board, 9-1-1 Executive Board, or Director.
- B. Oversight Board. An oversight board, known as RMS-OB, is hereby established and charged with making recommendations to 9-1-1 relative to operations of RMS, including fees, charges, system changes and operational procedures. Final decision-making is reserved to 9-1-1.
- C. Composition. The RMS-OB shall consist of one designated person from each LEE agency that is a signatory to this Agreement, and one designated person from 9-1-1. The Oversight Board shall select a person from the group to serve as Chair for a one year term at the first meeting of each calendar year.
- D. The RMS-OB will strive to reach consensus on all matters that come before it, but failing to reach consensus, will utilize voice vote of all RMS-OB Members present at any meeting.
- E. Meetings. The RMS-OB will hold regular quarterly and special meetings in the following manner:
 - The RMS-OB may schedule special meetings at any time at the request of the Chair or two or more Members.
 - A quorum of the RMS-OB, consisting of a majority of the Members is required for any Board action. Four Members need to be present to establish a quorum.
 - All meetings will be conducted by the Chair (or designee) according to an agenda, which will be distributed and published in advance. The Board shall cause to be

prepared and maintained minutes of Board meetings. Consensus, or in the absence of consensus, the approval of a majority of Members present and voting shall be required for any action coming before or taken by the Board.

- If a RMS-OB Member is unable to attend either a regular or special meeting, the absent Member shall notify the Chair of his or her absence in advance of the meeting and the absent Member shall send a designee in his or her place who will have authority to help establish a quorum and vote on behalf of the Member.

IV. FINANCIAL ARRANGEMENT

A. Financial Management

1. The Deschutes County 9-1-1 Service District serves as the Fiscal Agent for 9-1-1 and LEE for matters related to this Agreement. As such, 9-1-1 will manage all funds and conduct business on behalf of both 9-1-1 and LEE relative to this Agreement.
2. All monies designated for operation of the RMS and related business including, but not limited to, any Regular or Special Assessments levied against and paid by 9-1-1 and/or LEE, RMS-specific grant funds received, any public or private donations to 9-1-1 and/or LEE and designated for RMS, and any other revenue intended to support RMS will be deposited in an account maintained by 9-1-1 and designated as the RMS Account.
3. The RMS (Account) will be used exclusively for business under this Agreement.
4. Monies in the Account will not be co-mingled with funds from any other source.

B. Budget

1. The Fiscal Agent, with recommendations from the RMS-OB, will prepare a proposed annual RMS budget for review by the RMS-OB.
2. The RMS budget adopted by the RMS-OB will be submitted to 9-1-1 for review on or before the immediately preceding December 1st of each fiscal year.
3. 9-1-1 will include the annual RMS budget in its Recommended Budget submitted to the Deschutes County Budget Officer for the following fiscal year on or before the immediately preceding January 31st of each year.

C. Assessments

1. Regular Assessments

- a) Each LEE is assessed a share of the adopted fiscal-year RMS budget. This share is the regular assessment.
- b) The regular assessment for each LEE is determined according to the following formula:
 - a) On an annual basis, each LEE will pay equal amounts which cumulatively represent 25% of the RMS maintenance charges and a formula-based amount which cumulatively represents the remaining 75% of RMS

maintenance charges.

- b) The formula used to determine each LEE's share of the 75% of maintenance costs (derived from each LEE's percentage of total case numbers during calendar year 2010) resulted in the following percentages:

Bend Police Department: 41 %

Black Butte Ranch Police Department: 1%

Deschutes County Sheriff's Office: 31 %

Redmond Police Department: 26%

Sunriver Police Department: 1%

- c) Regular assessments will include charges for software and hardware upgrades and replacement fees charged by 9-1-1 and/or the RMS vendor. Regular assessments will be billed by the Fiscal Agent in December of each year and are due on or before the following January 31st.
- a) The Parties agree that the 25% - 75% formula provided for herein may be re-evaluated at the request of any LEE or 9-1-1. If a LEE terminates its participation in this Agreement, future assessments that would be allocated and assessed to that entity will be reallocated to the remaining LEE using the same formula as established in this section: 25% of the annual RMS maintenance charges will be allocated in equal shares to each remaining LEE, and 75% of the annual RMS maintenance charges will be allocated based on the percentage of the case numbers during calendar year 2010, as if the terminating LEE had not drawn any case numbers.

The total, annual charges for each LEE, specific to RMS, including both the 25% portion and the portion representing 75% of the maintenance charges, are as follows:

Annual System Maintenance Cost-Year 2		\$ 186,768		
FY2011-12	Cost of allocated		Cost of allocated	
	25%	Allocation %	75%	Total
Bend Police Department	\$ 9,338	41%	\$ 57,431	\$ 66,770
Black Butte Ranch Police Department	9,338	1%	1,401	10,739
Deschutes County Sheriff's Office	9,338	31%	43,424	52,762
Redmond Police Department	9,338	26%	36,420	45,758
Sunriver Police Department	9,338	1%	1,401	10,739
				<u>\$ 186,768</u>
Annual System Maintenance Cost-Year 3		\$ 198,441		
FY2012-13	Cost of allocated		Cost of allocated	
	25%	Allocation %	75%	Total
Bend Police Department	\$ 9,922	41%	\$ 61,021	\$ 70,943
Black Butte Ranch Police Department	9,922	1%	1,488	11,410
Deschutes County Sheriff's Office	9,922	31%	46,138	56,060
Redmond Police Department	9,922	26%	38,696	48,618
Sunriver Police Department	9,922	1%	1,488	11,410
				<u>\$ 198,441</u>
Annual System Maintenance Cost-Year 4		\$ 210,114		
FY2013-14	Cost of allocated		Cost of allocated	
	25%	Allocation %	75%	Total
Bend Police Department	\$ 10,506	41%	\$ 64,610	\$ 75,116
Black Butte Ranch Police Department	10,506	1%	1,576	12,082
Deschutes County Sheriff's Office	10,506	31%	48,852	59,357
Redmond Police Department	10,506	26%	40,972	51,478
Sunriver Police Department	10,506	1%	1,576	12,082
				<u>\$ 210,114</u>
Annual System Maintenance Cost-Year 5		\$ 221,787		
FY2014-15	Cost of allocated		Cost of allocated	
	25%	Allocation %	75%	Total
Bend Police Department	\$ 11,089	41%	\$ 68,200	\$ 79,289
Black Butte Ranch Police Department	11,089	1%	1,663	12,753
Deschutes County Sheriff's Office	11,089	31%	51,565	62,655
Redmond Police Department	11,089	26%	43,248	54,338
Sunriver Police Department	11,089	1%	1,663	12,753
				<u>\$ 221,787</u>

2. New Law Enforcement Entity Admission Assessment. New Entity Assessments apply only to new Law Enforcement Entities. The amount of the New Entity Assessment will be determined by 9-1-1 upon recommendation from the RMS-OB and based on conditions at the time the new LEE applies for Admission to this Agreement.
3. Administrative Fee Assessment
 - a) An annual administrative fee is hereby established to compensate 9-1-1 for the costs associated with its roll as fiscal agent. Specifically, the Director, Systems Manager, Systems Coordinator and the Administrative Assistant will review and pay bills, and perform RMS review and maintenance. For FY 2014-15 the administrative fee will be \$2,587.
 - b) The amount of the administrative fee will be reviewed by the 9-1-1 Director on an annual basis to determine whether the amount of the fee should be adjusted and the proposed fee will be presented at the annual budget presentation.
 - c) The payment of the administrative fee shall be apportioned under the same formula used for allocation and assessment of RMS maintenance charges as described herein.
 - d) The administrative fee assessment will be assessed by the Fiscal Agent in February of each year and is due on or before the following April 30th. For Fiscal Year 2014-15, the assessment will be billed by the Fiscal Agent when all parties have signed this Agreement and shall be paid within 30 days thereafter.
4. Special Assessments
 - a) The 9-1-1 Executive Board may authorize and 9-1-1 may impose the following types of Special Assessments:
 - i. Emergency Assessments: To meet unanticipated, mid-year emergency needs when deferral of expenses to the next budget year is not possible and where failing to authorize a special assessment would result in system failure or inability to meet essential service or security standards.
 - ii. Efficiency Assessments: To take advantage of circumstances that would directly lead to future savings.
 - iii. Voluntary Project Assessments: To permit one or more LEE to acquire custom services.
 - b) Emergency and Efficiency Assessments in excess of 5% of a LEE's Regular Assessment (for the year in which the special assessment is to occur) must be authorized by unanimous decision of the Executive Board.
 - c) Emergency and Efficiency Assessments in excess of 5% of a Regular Assessment must be approved by the governing body of each LEE.
 - d) Voluntary Project Assessments may be authorized at any time by the 9-1-1 Executive Board.

- i. Only those LEE choosing to participate in the proposed project are subject to Voluntary Project assessments.
 - ii. The LEE participating in a Voluntary Project determine the shares each will be assessed and submit the proposed special assessment to the Executive Board for approval.
- e) Special Assessments will be billed by the Fiscal Agent, as directed by the 9-1-1 Executive Board. Special Assessments are due within thirty (30) days of receipt of an invoice.

V. DISPUTE RESOLUTION

- A. Mindful of the high cost of litigation, 9-1-1 and LEE intend to and do hereby establish the following out-of-court alternate dispute resolution procedure. This procedure is to be followed in the event that the Executive Board is not able to resolve any controversy or dispute related to this Agreement.
- B. Arbitration Required and Attorney Fees. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation, breach, or default thereof, or to the existence, scope or validity of this Agreement, shall be resolved by arbitration in accordance with the then arbitration rules of and by filing a claim with Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of the reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s), with respect to attorney fees incurred prior to and during the arbitration proceedings, and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment.

VI. TERMINATION

- A. Exit Mechanism. Any Party to this Agreement may withdraw from the Agreement to be effective no sooner than the end of any calendar year provided the withdrawing Party gives to all other Members no less than three (3) months' prior written notice of its intent to withdraw.
1. Withdrawal from this Agreement shall not relieve the LEE from responsibility for the LEE's financial obligations through the remainder of the current fiscal year.
 2. No compensation of any kind, including refunds of assessments or distributions that may be realized from the eventual liquidation of property and equipment acquired hereunder, will be returned to any LEE until termination of this Agreement. Assets which were purchased by 9-1-1 in the initial contract with the third-party vendor will

remain the property of 9-1-1.

B. Protection of Data. The withdrawing LEE shall be provided with a true and complete copy, in the software format currently in use by the RMS, of its law enforcement data contained in the RMS as of 12:00 p.m. on the day prior to the day of withdrawal.

1. The withdrawing LEE is responsible for paying in advance the entire cost of producing the copy of its data.
2. The Fiscal Agent shall issue an invoice to the withdrawing LEE for the cost of producing a copy of the withdrawing party's data.
3. The copy of a withdrawing LEE's data will be produced and made available to the withdrawing LEE on the day of withdrawal or within thirty (30) days of receipt of payment for producing the copy, whichever is later.

VII. AMENDMENT OR VARIATION TO THE AGREEMENT

This Agreement may be amended at any time. Amendments will be in writing, and will be in force on approval by the governing bodies of all of the Parties to this Agreement.

VIII. REVIEW PROVISIONS AND/OR SUNSET CLAUSE

A. Termination. This Agreement may be terminated by the 9-1-1 Executive Board or the 9-1-1 Director effective at the end of any calendar year, provided such action is taken on or before the immediately preceding June 30th. Termination of this Agreement shall not relieve any Party from responsibility for the Party's financial obligations that were created or incurred prior to termination.

B. Protection of Data

1. Upon termination of this Agreement, each party shall be provided with a complete copy of its law enforcement data contained in the RMS. Such copy will be provided to each party in the software format currently in use by the third-party vendor. Upon termination, final copies of the parties' data will be produced.
2. Upon termination, a complete and unaltered copy of the data contained in the RMS at the time of termination shall be archived.

IX. INDEMNITY

Each Party to this Agreement will be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law, and will indemnify, defend and hold the other Parties harmless from any such liability. In the case of negligence of more than one Party, any damages allowed will be levied in proportion to the percentage of negligence attributable to each Party and each Party will have the right to seek contribution from each of the other responsible Parties in proportion to the percentage of negligence attributable to each of the other Parties.

X. JURISDICTION AND VENUE

- A. This Agreement has been and will be construed as having been made and delivered within the State of Oregon, and it is agreed by each Party hereto that this Agreement will be governed by the laws of the State of Oregon, both as to interpretation and performance.
- B. Any action of law, suit in equity or jurisdictional proceedings from the enforcement of this Agreement or any provisions thereof will be instituted and maintained only in any of the courts of competent jurisdiction in Deschutes County, Oregon.

XI. SEVERABILITY

- A. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statute of the State of Oregon, said provision which may conflict there with will be deemed modified to conform to such statutory provision.

XII. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded.

FOR BLACK BUTTE RANCH SERVICE DISTRICT

Randy Garcia, Chair

Denney Kelley, Chief of Police

Date _____, 2014

Date _____, 2014

BOARD OF COUNTY COMMISSIONERS
DESCHUTES COUNTY, OREGON,
ACTING AS THE GOVERNING BODY OF
BLACK BUTTE RANCH SERVICE
DISTRICT:

Tammy Baney, Chair

Alan Unger, Vice Chair

Anthony DeBone, Commissioner

Date _____, 2014

ATTEST:

Recording Secretary

FOR THE CITY OF BEND

Jim Porter, Chief of Police

Date _____, 2014

Eric King, City Manager

Date _____, 2014

Approved by Council on _____, 2014

APPROVED AS TO FORM:

City Attorney

Date _____, 2014

FOR THE CITY OF REDMOND

Dave Tarbet, Chief of Police

Keith Witcosky, City Manager

Date _____, 2014

Date _____, 2014

APPROVED AS TO FORM:

Steve Bryant, Legal Counsel

Date _____, 2014

FOR DESCHUTES COUNTY

BOARD OF COUNTY COMMISSIONERS

Larry Blanton,
Deschutes County Sheriff

Date _____, 2014

Tammy Baney, Chair

Alan Unger, Vice Chair

Anthony DeBone, Commissioner

Date _____, 2014

ATTEST:

Recording Secretary

FOR SUNRIVER
POLICE DEPARTMENT

Marc Mills, Chief of Police

Date _____, 2014

BOARD OF COUNTY COMMISSIONERS,
DESCHUTES COUNTY, OREGON,
ACTING AS THE GOVERNING BODY OF
SUNRIVER SERVICE DISTRICT:

Tammy Baney, Chair

Alan Unger, Vice Chair

Anthony DeBone, Commissioner

Date _____, 2014

ATTEST:

Recording Secretary

City of Redmond PROCLAMATION

A proclamation designating Redmond, Oregon, as a

PURPLE HEART CITY

WHEREAS, The City of Redmond, Oregon, has always supported its military veteran populations; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as a Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy on the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly, make sure we never forget; and

WHEREAS, the Redmond metropolitan area has a large, highly-decorated veteran population including many Purple Heart recipients; and

WHEREAS, Redmond appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Redmond, Oregon, hereby proclaims the City of Redmond a **PURPLE HEART CITY**. The City Council hereby encourages the citizens of the City of Redmond to show their appreciation for the sacrifices Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

APPROVED by the City Council and **SIGNED** by the Mayor this 14th day of October, 2014.

The City of Redmond, Oregon

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



CITY OF REDMOND

716 SW Evergreen Ave
Redmond, OR 97756

(541) 923-7710
Fax: (541) 548-0706
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: October 14, 2014
TO: Mayor and Council Members
FROM: Keith Witcosky, City Manager
SUBJECT: Amend Redmond City Code to add a tax on Marijuana and Marijuana-infused products

Addresses Council Goal:

- 1: Sustain Operations
 - C. Explore opportunities to augment revenues to support existing operations.

Report in Brief:

Consideration of an ordinance which places a local tax of five (5) percent on medical marijuana and fifteen (15) percent on recreational marijuana.

Background:

On November 4, 2014, Oregon voters will decide whether marijuana should become a legal substance in the state of Oregon through Ballot Measure 91. With the potential passage of this Measure municipalities across Oregon are weighing whether or not to preserve the right for local governments to exercise their authority to collect revenues from commerce associated with a legalized marijuana industry.

Below is a list of the tax levels put in place by other cities in Oregon (source: City of Lapine)

City:	Rec. Level (in %)	Medical Level (in %)
Ashland	10	0
Central Point	10	5
Coquille	10	5
Cornelius	10	0
Fairview	40	15
Forest Grove	10	0
Happy Valley	10	10
Hillsboro	10	0
Independence	10	0
Lake Oswego	10	5
Milwaukie	10	0
Sandy	20	20
Scappoose	20	10
Seaside	TBD	TBD
Tigard	10	5
Troutdale	10	5
West Linn	10	5
Wilsonville	12	7.5

Cities reported to be considering local marijuana tax:

Hubbard, Woodburn, Gervais, Brookings, Roseburg, La Grande (25% recreational, 0% medical), Gearhart, Klamath Falls, St. Helens, Eugene, Springfield, Portland (10% recreational, 0% medical).

Discussion:

Redmond City Council held a worksession Tuesday, October 7, 2014, to discuss the taxation and legalization issue. The Council also took input from citizens. At that worksession the Council reached consensus and instructed staff to bring forth and ordinance which placed a five percent tax on medical marijuana and a fifteen tax on recreational marijuana.

This was not a discussion on legalization. Redmond's position and previous establishment of a moratorium on medical marijuana dispensaries has not changed. If the ballot measure passes, applications for points of sale will not begin to be reviewed by the State/Oregon Liquor Control Commission until January 4, 2016. Staff expects during this year-plus time period that many unknowns will be clarified in Courts (Cave Junction lawsuit) and during the course of the 2015 Oregon Legislative Session.

As required by City Charter, notices regarding this ordinance coming before the Council were posted in three public places (the Library, the Police Department, and the Redmond Chamber of Commerce) in addition to City Hall on October 8, 2014, and three copies of the ordinance were available for review at City Hall.

Fiscal Impact:

Staff anticipates very minimal administrative time from the Central Services Department to manage this tax collection. It is structured similar to the City's method for collecting the transient room lodging tax. Additional staff time would come into play if a seller wanted to appeal the amount owed or was unable to pay.

Projecting both the income on marijuana commerce based on the 5/15 percent tax levels; as well as the public safety staffing costs would be inaccurate at best and misleading at worst. Therefore we are not attempting to quantify these variables at this time.

Alternative Courses of Action:

1. Authorize the establishment of taxations levels of 5 percent and 15 percent as discussed by City Council on October 7.
2. Modify the taxation levels at the City Council meeting on October 14 and provide additional instructions to staff.

Recommendation/Suggested Motion:

"I move to have a first and second reading of Ord. #2014-19, by title only." (Voice vote)

(City Attorney will read ordinance by title only, twice.)

"I move to approve Ord. #2014-19." (Roll call vote)

Keith Witcosky
City Manager

**CITY OF REDMOND
ORDINANCE NO. 2014-19**

AN ORDINANCE AMENDING CHAPTER 7 OF THE REDMOND CITY CODE BY ADDING A MARIJUANA AND MARIJUANA-INFUSED PRODUCT TAX AND DECLARING AN EMERGENCY.

WHEREAS, the City of Redmond has all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant to allow the City; and

WHEREAS, the City desires to adopt an ordinance to tax the sale and/or transfer of marijuana and marijuana-infused products within the City.

NOW, THEREFORE, THE CITY OF REDMOND ORDAINS AS FOLLOWS:

SECTION ONE: The City of Redmond hereby amends the Redmond City Code by adding Sections 7.180 through 7.193. The amendments and adopted text are attached hereto as "Exhibit A".

SECTION TWO: SEVERABILITY. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION THREE: SAVINGS. Notwithstanding any amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions thereof were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION FOUR: CODIFICATION. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 2-4) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION FIVE: EMERGENCY. Adoption of this ordinance is required prior to the General Election on November 4, 2014. The City of Redmond hereby enacts an emergency clause making the ordinance effective upon its passage.

PASSED by the City Council and **APPROVED** by the Mayor this 14th day of October 2014.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder

**Exhibit A:
Chapter 7, Business – Code Amendments**

Proposed Code Amendment – Marijuana and Marijuana-Infused Product Tax

City of Redmond Code, Chapter 7, Business, Section 7.180 through 7.193 (new code highlighted in red text and removed text shown in strikethrough).

MARIJUANA AND MARIJUANA-INFUSED PRODUCT TAX

7.180 Purpose. For the purposes of Sections 7.180 through 7.193, every person who sells marijuana, medical marijuana or marijuana-infused products in the City of Redmond is exercising a taxable privilege. The purpose of this Chapter is to impose a tax upon the retail sale of marijuana, medical marijuana, and marijuana-infused products.

7.181 Definitions. When not clearly otherwise indicated by the context, the following words and phrases, as used in in Sections 7.180 through 7.193, shall have the following meanings:

1. “Manager” means the City Manager for the City of Redmond or his/her designee.
2. “Gross Taxable Sales” means the total amount received in money, credits, property or other consideration from sales of marijuana, medical marijuana and marijuana-infused products that is subject to the tax imposed by this chapter.
3. “Marijuana” means all parts of the plant of the Cannabis family Moraceae, whether growing or not; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
4. “Oregon Medical Marijuana Program” means the office within the Oregon Health authority that administers the provisions of ORS 475.300 through 475.346, the Oregon Medical Marijuana Act, and all policies and procedures pertaining thereto.
5. “Person” means natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or any group or combination acting as a unit, including the United States of America, the State of Oregon and any political subdivision thereof, or the manager, lessee, agent, servant, officer or employee of any of them.
6. “Purchase or Sale” means the acquisition or furnishing for consideration by any person of marijuana within the City.
7. “Purchaser” means any person who acquires marijuana from a seller for any valuable consideration.
8. “Registry identification cardholder” means a person who has been diagnosed by an attending physician with a debilitating medical condition and for whom the use of medical marijuana may mitigate the symptoms or effects of the person's debilitating medical condition, and who has been issued a registry identification card by the Oregon Health Authority.
9. “Retail sale” means the transfer of goods or services in exchange for any valuable consideration.

10. "Seller" means any person who is required to be licensed or has been licensed by the State of Oregon to provide marijuana or marijuana-infused products to purchasers for money, credit, property or other consideration.
11. "Tax" means either the tax payable by the seller or the aggregate amount of taxes due from a seller during the period for which the seller is required to report collections under this chapter.
12. "Taxpayer" means any person obligated to account to the Manager for taxes collected or to be collected, or from whom a tax is due, under the terms of this chapter.

7.182 Levy of Tax.

1. There is hereby levied and shall be paid a tax by every seller exercising the taxable privilege of selling marijuana and marijuana-infused products as defined in this chapter.
2. The amount of tax levied is as follows:
 - a. Five percent (5%) of the gross sale amount paid to the seller by a registry identification cardholder.
 - b. Fifteen percent (15%) of the gross sale amount paid to the seller of marijuana and marijuana-infused products by individuals who are not purchasing marijuana under the Oregon Medical Marijuana Program.
 - c. The purchaser shall pay the tax to the seller at the time of the purchase or sale of marijuana.

7.183 Deductions. The following deductions shall be allowed against sales received by the seller providing marijuana:

1. Refunds of sales actually returned to any purchaser;
2. Any adjustments in sales which amount to a refund to a purchaser, providing such adjustment pertains to the actual sale of marijuana or marijuana-infused products and does not include any adjustments for other services furnished by a seller.

7.184 Seller Responsible for Payment of Tax.

1. The taxes collected by the seller are due and payable to the Manager on a calendar basis on the 20th day of the month for the preceding month and are delinquent on the last day of the month in which they are due. The seller shall make a return to the Manager, on forms provided by the City, specifying the total sales subject to this chapter and the amount of tax collected under this chapter. The Manager may require further information in the return relevant to payment of the tax. A return shall not be considered filed until it is actually received by the Manager.
2. At the time the return is filed, the full amount of the tax collected shall be remitted to the Manager. Payments received by the Manager for application against existing liabilities will be credited toward the period designated by the taxpayer under conditions that are not prejudicial to the interest of the City. A condition considered prejudicial is the imminent expiration of the statute of limitations for a period or periods.
3. Non-designated payments shall be applied in the order of the oldest liability first, with the payment credited first toward any accrued penalty, then to interest, then to the underlying tax until the payment is exhausted. Crediting of a payment toward a specific reporting period will be first applied against any accrued penalty, then to interest, then to the underlying tax. If the Manager, in his or her sole discretion, determines that an alternative order of payment application would be in the best interest of the City in a particular tax or factual situation, the Manager may order such a change. The Manager also may require additional information in the return relevant to payment of the liability. All taxes collected by sellers pursuant to this chapter shall be held in trust for the account of the City until payment is made to the Manager. A separate trust bank account is not required in order to comply with this provision.

4. For good cause, the Manager may extend the time for filing a return or paying the tax for not more than one month. Further extension may be granted only by the City Council. A seller to whom an extension is granted shall pay interest at the rate of one percent (1%) per month on the amount of tax due, without proration for a fraction of a month. If a return is not filed and if the tax and interest due are not paid by the end of the extension granted, the interest shall become a part of the tax for computation of penalties prescribed in Section 7.185.
5. Every seller required to remit the tax imposed in this chapter shall be entitled to retain five percent (5%) of all taxes due to defray the costs of bookkeeping and remittance.
6. Every seller must keep and preserve in an accounting format established by the Manager records of all sales made by the dispensary and such other books or accounts as may be required by the Manager. Every seller must keep and preserve for a period of three (3) years and six (6) months all such books, invoices and other records. The Manager shall have the right to inspect all such records at all reasonable times.

7.185 Penalties and Interest.

1. Any seller who fails to remit any portion of any tax imposed by this chapter within the time required shall pay a penalty of ten percent (10%) of the amount of the tax.
2. Any seller who fails to remit any delinquent remittance on or before a period of 31 days following the date on which the remittance first became delinquent, shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax in addition to the amount of the tax and the penalty first imposed.
3. If the Manager determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subparagraphs A and B of this section.
4. In addition to the penalties imposed, any seller who fails to remit any tax imposed by this chapter shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
5. Every penalty imposed, and such interest as accrues under the provisions of this section, shall become a part of the tax required to be paid.
6. An operator who fails to remit the tax within the required time may petition the tax administrator for waiver and refund of the penalty or a portion of it. The administrator may, if good cause is shown, direct a refund of the penalty or a portion of it

7.186 Failure to Report and Remit Tax – Determination of Tax by Manager. If any seller should fail to make, within the time provided in this chapter, any report of the tax required by this chapter, the Manager shall proceed in such manner as deemed best to obtain facts and information on which to base the estimate of tax due. As soon as the Manager shall procure such facts and information as is able to be obtained, upon which to base the assessment of any tax imposed by this chapter and payable by any seller, the Manager shall proceed to determine and assess against such seller the tax, interest and penalties provided for by this chapter. In case such determination is made, the Manager shall give a notice of the amount so assessed by having it served personally or by depositing it in the United States mail, postage prepaid, addressed to the seller so assessed at the last known place of address. Such seller may appeal such determination as provided in section 7.187. If no appeal is filed, the Manager's determination is final and the amount thereby is immediately due and payable.

7.187 Appeal.

1. Any seller aggrieved by any decision of the Manager with respect to the amount of such tax, interest and penalties, if any, may appeal to the City Council by filing a notice of appeal with

the Manager within fifteen (15) days of mailing of the notice of a decision. The City Manager shall fix a time and place for hearing the appeal, as prescribed by the City Council, and shall give the appellant fifteen (15) days written notice of the time and place of the hearing before the City Council.

2. The appellant shall pay a nonrefundable appeal fee to facilitate the appeal. Appeal Fees shall be set at \$150 for each decision appealed, and may be adjusted by Resolution of the City Council.
3. The parties shall be entitled to appear personally and by counsel and to present such facts, evidence and arguments as may tend to support the respective positions on appeal.
4. The City Council shall afford the parties an opportunity to be heard at an appeal hearing after reasonable notice. The City Council shall take such action upon the appeal it sees fit. The City Council shall at a minimum:
 - a. At the commencement of the hearing, explain the relevant issues involved in the hearing, applicable procedures and the burden of proof.
 - b. At the commencement of the hearing place on the record the substance of any written or oral ex parte communications concerning any relevant and material fact in issue at the hearing which was made outside the official proceedings during the pendency of the proceeding. The parties shall be notified of the substance of the communication and the right to rebut the communication. Notwithstanding the above, the parties are prohibited from engaging in ex parte communications with the members of the city council.
 - c. Testimony shall be taken upon oath or affirmation of the witnesses.
 - d. The City Council shall ensure that the record developed at the hearing shows a full and fair inquiry into the relevant and material facts for consideration for the issues properly before the hearings officer.
 - e. Written testimony may be submitted under penalty of false swearing for entry into the record. All written evidence shall be filed with the City Recorder no less than five (5) working days before the date of the hearing.
 - f. The City Council shall hear and consider any records and evidence presented bearing upon the Manager's determination of amount due, and make findings affirming, reversing or modifying the determination.
 - g. Informal disposition may be made of any case by stipulation, agreed settlement, consent order or default.
5. The action of the Manager shall be stayed pending the outcome of an appeal properly filed pursuant to this section.
6. Failure to strictly comply with the applicable appeal requirements, including but not limited to the required elements for the written notice of appeal, time for filing of the notice of appeal, and payment of the applicable appeal fee, shall constitute jurisdictional defects resulting in the summary dismissal of the appeal.
7. The findings of the City Council shall be final and conclusive, and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

7.188 Refunds. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously collected or received by the City under this chapter, it may be refunded as provided in subparagraph B of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Manager within three (3) years of the date of payment. The claim shall be on forms furnished by the Manager.

1. Whenever the amount of any tax, penalty or interest has been paid more than once or has been erroneously or illegally collected or received by the tax administrator under this chapter, it may be refunded if a verified claim in writing, stating the specific reason for the claim, is filed

with the tax administrator within three years from the date of payment. The claim shall be made on forms provided by the tax administrator. If the claim is approved by the tax administrator, the excess amount may be refunded or may be credited on any amounts then due and payable by the operator, and the balance may be refunded to the operator, or the operator's administrators, executors or assigns.

2. No refund shall be paid under the provisions of this section unless the claimant established the right by written records showing entitlement to such refund and the Manager acknowledged the validity of the claim.

7.189 Actions to Collect. Any tax required to be paid by any seller under the provisions of this chapter shall be deemed a debt owed by the seller to the City. Any such tax collected by a seller which has not been paid to the City shall be deemed a debt owed by the seller to the City. Within three years after the tax becomes payable or within three years after a determination becomes final, the City may bring an action in the name of the City in the courts of this state, another state or the United States to collect the amount delinquent and penalties and interest. In lieu of filing an action for the recovery, the City, when taxes due are more than 30 days delinquent, can submit any outstanding tax to a collection agency. So long as the City has complied with the provisions set forth in ORS 697.105 (as hereafter amended), in the event the City turns over a delinquent tax account to a collection agency, it may add to the amount owing an amount equal to the collection agency fees, not to exceed the greater of fifty dollars (\$50.00) or fifty percent (50%) of the outstanding tax, penalties and interest owing.

7.190 Confidentiality. Except as otherwise required by law, it shall be unlawful for the City, any officer, employee or agent to divulge, release or make known in any manner any financial information submitted or disclosed to the City under the terms of this chapter. Nothing in this section shall prohibit:

1. The disclosure of the names and addresses of any person who is operating a licensed establishment from which marijuana is sold or provided; or
2. The disclosure of general statistics in a form which would not reveal an individual seller's financial information; or
3. Presentation of evidence to the court, or other tribunal having jurisdiction in the prosecution of any criminal or civil claim by the Manager or an appeal from the Manager for amount due the City under this chapter; or
4. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures; or
5. The disclosure of records related to a business' failure to report and remit the tax when the report or tax is in arrears for over six months or the tax exceeds five thousand dollars (\$5,000). The City Council expressly finds and determines that the public interest in disclosure of such records clearly outweighs the interest in confidentiality under ORS 192.501(5).

7.191 Audit of Books, Records or Persons.

1. It shall be the duty of every seller liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve, for a period of three (3) years and six (6) months all records, books, reports, income tax reports and other matters required by this chapter as may be necessary to determine the amount of such tax as the seller may have been liable for the collection of and payment to the City, which records the Manager shall have the right to inspect at all reasonable times as set forth below. Every operator shall maintain records of marijuana purchase and sales, accounting books and records of income. Sellers must, at a minimum, include a cash receipt and deposit journal, and a cash disbursements journal/check register for all authorized deductions. These records and books

shall reconcile to the tax reports and be auditable. They shall also reconcile to the seller's income tax reports. If the Manager finds the books and records of the seller are deficient in that they do not provide adequate support for tax reports filed, or the seller's accounting system is not auditable, it shall be the responsibility of the seller to improve its accounting system to the satisfaction of the Manager.

2. The City, for the purpose of determining the correctness of any tax return, or for the purpose of an estimate of taxes due, may examine or may cause to be examined by an agent or representative designated by the City for that purpose, any books, papers, records, or memoranda, including copies of seller's state and federal income tax return, bearing upon the matter of the seller's tax return. All books, invoices, accounts and other records shall be made available within the City limits and be open at any time during regular business hours for examination by the Manager or an authorized agent of the Manager. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested, the Manager may immediately seek a subpoena from the Deschutes County Circuit Court to require that the taxpayer or a representative of the taxpayer attend a hearing or produce any such books, accounts and records for examination.

7.192 Penalties.

1. It is unlawful for any seller or any other person so required to fail or refuse to furnish any return required to be made, or fail or refuse to furnish the supplementary return or other data required by the Manager or to enter a false or fraudulent report, with intent to defeat or evade the determination of any amount due required by this chapter.
2. Violation of any provision of this chapter of this code shall be punishable by the general penalty. Every day in which the violation is caused or permitted to exist constitutes a separate infraction, and the punishment therefore shall be in addition to any other penalty, interest, sum or charge imposed by this code or this chapter. Delinquent taxes and fees, penalty and interest imposed by this chapter and this code may be collected in a civil action.
3. The remedies provided by this section are not exclusive and shall not prevent the City from exercising any other remedy available under the law, nor shall the provisions of this ordinance prohibit or restrict the City or other appropriate prosecutor from pursuing criminal charges under state law or City ordinance.

7.193 Forms and Regulations. The Manager is hereby authorized to prescribe forms and promulgate rules and regulations to aid in the making of returns, the ascertainment, assessment and collection of said medical marijuana tax and in particular and without limiting the general language of this chapter, to provide for:

1. A form of report on sales and purchases to be supplied to all vendors;
2. The records which sellers providing marijuana and marijuana-infused products are to keep concerning the tax imposed by this chapter.



CITY OF REDMOND

716 SW Evergreen Ave
Redmond, OR 97756

(541) 923-7710
Fax: (541) 548-0706
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: October 14, 2014
TO: Mayor and Council Members
THROUGH: Keith Witcosky, City Manager
THROUGH: Jodi Burch, Deputy Director of Central Services
FROM: DeAnne Wakefield, Human Resources/Executive Assistant
SUBJECT: Authorize Signatories for Bank Accounts - Bank of the Cascades and US Bank

Addresses Council Goal:

Goal #1-A: Maintain critical and necessary services for the entire city.

Report in Brief / Background:

This report is to request approval of authorized signers for the City's bank accounts with Bank of the Cascades: Mastercard Account resolution; US Bank: General Checking Account # ...4456, A/P Account #4464, Payroll Account #4472. This modification is removing Sharon Harris as a signer.

Discussion:

The following individuals have been designated as the authorized signatories on these bank accounts:

Keith Witcosky
Jason Neff
DeAnne Wakefield (Mastercard account only)

Fiscal Impact:

None

Recommendation/Suggested Motion:

"I move to approve the names of Keith Witcosky and Jason Neff as the authorized signatories on the City of Redmond accounts with US Bank: General Checking Account # ...4456, A/P Account #4464, and Payroll Account #4472.; and Keith Witcosky, Jason Neff and DeAnne Wakefield on the Bank of the Cascades Mastercard Account resolution."

DeAnne Wakefield
Human Resources/Executive Assistant



CITY OF REDMOND
Public Works Department
Transportation Division

243 E. Antler Ave
Redmond, OR 97756

(541) 504-5070
Fax: (541) 923-2754
info@ci.redmond.or.us
www.ci.redmond.or.us

STAFF REPORT

DATE: October 14, 2014
TO: Mayor and City Council
THROUGH: Keith Witcosky, City Manager
Bill Duerden, Public Works Director
Jeffrey Tripp, Airport Director
FROM: Rob Peters, Transportation Division Manager
Winton Platt, Operations Manager, Roberts Field
SUBJECT: Fiscal Year 2014/15 Snow and Ice Removal Plans

Addresses Council Goal:

#1E Sustain Operations: Prioritize municipal services to match community needs and desires with available funding.

Report in Brief:

The City of Redmond's Snow and Ice Plans (Plans) for Fiscal Year (FY) 2014/2015 identifies how and where the City of Redmond's Public Works Department and Airport (Roberts Field) will respond to winter weather events that result in an accumulation of snow and ice in the City limits. Each year these Plans are presented to City Council for approval.

Background:

The purpose of the Plans are to provide the Public Works Department and Roberts Field with adopted goals, objectives, priorities and operating procedures for response to snow and ice on City Streets and at Roberts Field.

Goals:

1. Within available budget, manpower and equipment resources, respond in a cost effective manner appropriate to the anticipated accumulation levels of snow and ice on city property necessary to facilitate safe travel.
2. To prioritize and define the level of service of the Public Works Department and Roberts Field to snow and ice accumulations on City property.
3. Allocate available resources (manpower, supplies and equipment).
4. Arrange for supplemental resources during times of severe conditions through intergovernmental agreements and private service contracts.
5. Provide Discretionary Immunity – **ORS 30.265 Scope of liability of public body** (6) Every public body and its officers, employees and agents acting within the scope of their employment or duties, or while operating a motor vehicle in a ridesharing arrangement authorized under ORS 276.598, are immune from liability for: (c) Any claim based upon the performance of or the failure to exercise or perform a discretionary function or duty, whether or not the discretion is abused.

Fiscal Impact:

The Plans have no fiscal impact on the funding already included in the FY 2014/2015 budget for materials, manpower and equipment for snow and ice removal operations.

Recommendation/Suggested Motion:

“I move to adopt Resolution #2014-21.”

Rob Peters
Transportation Division Manager

Winton Platt
Airport Operations Manager

**CITY OF REDMOND
RESOLUTION NO. 2014-21**

A RESOLUTION ADOPTING THE CITY OF REDMOND SNOW AND ICE PLANS FOR PUBLIC WORKS AND ROBERTS FIELD – REDMOND MUNICIPAL AIRPORT.

WHEREAS, the City of Redmond performs a discretionary function of snow and ice removal, and;

WHEREAS, City Departments have developed snow and ice mitigation plans based on historical use; and

WHEREAS, the Snow and Ice plan for Roberts Field must be approved by the Federal Aviation Administration; and

WHEREAS, the City of Redmond has budgetary limitations for personnel, equipment and supplies; and

WHEREAS, Oregon Revised Statute 30.265 limits the scope of liability for public entities performing discretionary functions such as snow and ice removal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDMOND, OREGON, AS FOLLOWS:

Section 1. That the Snow and Ice Plans, are adopted pursuant to Resolution No. 2014-21, as set forth in Exhibits A and B, attached hereto and by this reference incorporated herein.

ADOPTED by the City Council and **SIGNED** by the Mayor this 14th day of October, 2014.

George Endicott, Mayor

ATTEST:

Kelly Morse, City Recorder



City of Redmond Snow and Ice Removal Plan 2014-2015



City of Redmond Snow and Ice Plan: 2014 - 2015

Overview

The purpose of the Snow and Ice Plan is to communicate the process and level of service for snow removal and ice control for the City of Redmond. It is the goal of this plan to establish general policies and procedures that help make travel within the city limits as safe as possible and to minimize economic hardship during winter storm events.

City streets are divided into four categories:

- 1) Arterials
- 2) Collectors
- 3) Streets serving schools and emergency services and;
- 4) Streets serving residential neighborhoods.

The arterials, collectors, school and emergency services streets receive sanding and plowing priority. This assures each residential area is in close proximity to a plowed street and that emergency services can be provided. Motorists should be aware that a plowed and sanded street does not guarantee the street is free of ice. Snow and ice control operations are intended to provide prudent motorists with a reasonably safe travel surface and caution should be exercised when travelling cleared streets or deciding to drive on non-cleared residential streets.

During inclement weather, the Public Works Transportation Division will make every effort to maintain the traffic flow in the City of Redmond to as near normal driving conditions as possible in an expeditious and cost effective manner. The City's goals include:

1. Within available budget, staffing and equipment resources, respond in a cost effective manner appropriate to the anticipated accumulation levels of snow and ice on city roads necessary to facilitate safe travel;
2. Reduce economic losses to the municipality and to businesses that result from workers being unable to travel to their jobs;
3. Assist Police, Fire and Emergency Medical Services in fulfilling their duties, and;
4. Provide safe and passable school bus routes to minimize school closures.

2014-15 Expected Winter Conditions

Regional meteorologists have forecasted winter temperatures will be above normal, with below-normal snowfall and with precipitation above normal. The coldest periods

will be late December and mid- to late February. The snowiest period in northern and central sections will be in early December.

Priority Levels

The City is not resourced to remove all of the snow simultaneously from all of the streets necessitating that priorities be established for snow removal and sanding operations. Priorities are set based on traffic volume, public safety, and access to emergency facilities and schools.

General priorities during a storm event are arterials and collectors with special attention to emergency service routes, school bus routes and public transit routes (see Exhibit #1, Snow & Ice Map). Certain streets that do not meet the above classifications receive prioritization based on chronic icing problems at hills, curves or intersections that are likely to cause traffic accidents.

Non-priority residential streets do not receive regular winter maintenance. Snow removal service is provided on residential streets only during the most extreme weather conditions. After operations on priority streets have been accomplished, special requests will be responded to subject to resource availability once the need is verified by the Public Works Department.

Levels of Response

Factors considered when establishing response efforts include snowfall rate and accumulation, moisture content, temperature, time of day, workweek or weekend, wind velocity, and the duration of the storm. Resources will be allocated to provide a cost effective response appropriate to the weather conditions.

Five levels of response (operation) are planned for as outlined below;

Level	Operation	Equipment
Level 1	Limited sanding	2 Trucks/sanders
Level 2	Full sanding	5 Trucks/sanders
Level 3	Limited Plowing (less than full City/ higher elevations)	4 Trucks plows/sanders
Level 4	Full City plowing (two or more inches of snow and snowing)	6 pieces of equipment, sustained operations
Level 5	Snow removal/clean-up	Travel loader plus dump trucks

Other Areas

Parking Lots

City-owned and managed parking lots will be plowed by the Water Division under the supervision of the Transportation Operations Supervisor. Parking lots will typically be plowed at four (4) inches or more of accumulation. The objective is to have all City-owned parking lots plowed by 7:00 a.m. The removal of parking lot snow, when required, will be accomplished by the Transportation Division or contract services, depending on conditions.

Sidewalks

Shoveling or plowing of sidewalks within the City limits is the responsibility of the adjoining property owner per City Code [5.335, §6]. Sidewalks under City responsibility (buildings, parking lots, parks) will be plowed or shoveled by the Parks Division in accordance with City Code. High pedestrian use areas (downtown) will receive first priority.

Staff Scheduling

The Transportation Division manages staffing level in order to ensure sufficient availability of personnel to respond to winter storm events. This is done in part by splitting the crew into two winter shifts providing weekday coverage from 5:00 a.m. to 10:30 p.m. This enables personnel to monitor roadway conditions ahead of active travel times.

For sustained operations a total of four Sander/plow operators, two mechanics, one lead operator, and one supervisor are needed. Additionally, four people are needed to clear the City parking lots and sidewalks. To achieve sustained 24-hour operations, two 12-hour shifts may be created drawing on existing staff from throughout the Public Works Divisions. Vehicle maintenance staff is also on alert to be prepared for on call shifts and overtime during sustained storms.

In addition, administrative staff will make answering public inquiries the top priority during winter weather conditions. Public information and telephone protocols are discussed in more depth in Public Information.

Equipment

Advance Inspection and Maintenance

The Transportation and Vehicle Maintenance staff begins to prepare vehicles and equipment well in advance of the winter snow season. Vehicle Maintenance inspects, runs function tests and operates all equipment that will be utilized and perform any

needed repairs. Transportation staff runs drills on setting up, mounting and loading equipment on the vehicles.

Winter Season Maintenance

For Level 3 or Level 4 operations, two of the four mechanics will report to the Vehicle Maintenance facility to repair equipment. For sustained operations, mechanics may split into two (2) shifts to provide continuous coverage.

Available Equipment

- (4 ea.) 10 Wheel, 10-12 Yd. Dump Trucks w/sander & snowplows
- (1 ea.) 6 Wheel Truck w/sander
- (1 ea.) JD Motor Grader w/10 Ft. mboard
- (2 ea.) Wheeled Loaders w/3 Yd. bucket
- (4 ea.) Backhoe Loaders w/1 ½ Yd. Buckets
- (1 ea.) Trackless Wheeled Tractor w/60" Snowblower, Plow, & Broom attachment
- (1 ea.) JD Lawn Tractor w/Plow
- (1 ea.) ATV 4 x 4 w/Plow

Public Information and Communication

Public Engagement

The City website serves as the main information sharing tool for the public. Information provided ahead of the winter season will give an overview of the City's snow and ice operations and direct them to use a dedicated City website page for updates and information throughout the winter. A media release containing the same message and information will be sent out when the first season's storm is forecasted.

Telephone Protocols and Call Priorities

During any snow/ice event an anticipated increase in call volume from residents and property owners is expected. The most common calls are from residents reporting problems, inquiring on conditions or requesting timelines for when their street will be plowed. All messages and service requests will be documented and all calls will be returned.

City Notifications:

- A) City Police non-emergency/911 (**541-693-6911**), will notify the Transportation Division crews of conditions in need of response;
- B) The Transportation Division night crew will notify a supervisor of the need for additional manpower/equipment due to additional public safety requirements;
- C) In the event of the need for additional staffing/equipment, the Transportation Division will react as first-responders on plow events;

- D) In the event of the necessity of full city plowing, Transportation Division personnel will split into two crews with additional staffing coming from other divisions within the Public Works Department
- E) The Transportation Division Manager will determine scheduling of staff, equipment and resources to meet the Ice and Snow plan requirements.

Additional Considerations

Pre-Season Street Check

In advance of the winter storms, Transportation staff will pre-drive plow routes to ensure plows and/or other heavy equipment has a clear path of travel. This may include trimming of trees and marking/flagging curbs or obstructions that operators need to be aware of when there is snow cover.

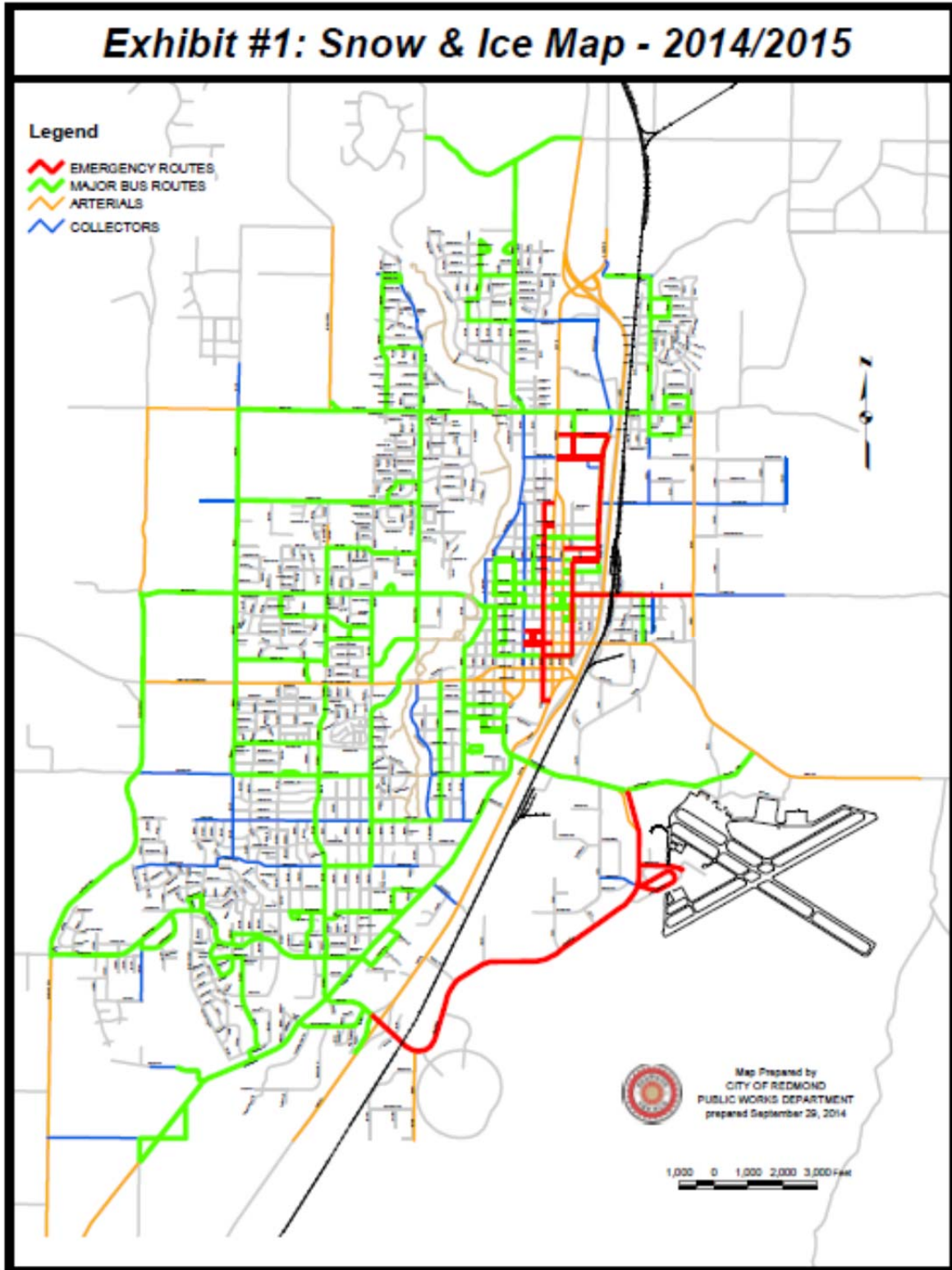
Vehicle Parking

Residents can help with plowing operations by parking their vehicles in their driveway or other suitable location ahead of a predicted weather event. This will allow for quicker and more effective plowing operations. It is possible that cars and driveways may be blocked with snow from the plow. Please understand that this is unavoidable and the City does not have the resources to come back and remove the berm.

Summary

The Snow and Ice Plan establishes general policies and procedures for the City's response to winter weather events within available resources. The overall goal is to make travel within the city as safe as possible and to minimize economic hardship during severe events. Specific streets and locations are prioritized according to traffic volume, public safety, and access to emergency facilities and schools.

Attachments: Exhibit #1, Snow & Ice Plan Map



COUNCIL PACKET
EXHIBIT B

Snow and Ice Control Plan

Roberts Field-Redmond Municipal Airport

Table of Contents

Phase #1 Pre and Post Winter Season Topics	Page
1.1 Airport Preparation.....	5
Airport Management Meeting.....	5
Personnel Training.....	5
Equipment Preparation.....	5
1.2 Snow and Ice Control Meetings.....	5
2.1 Post Event.....	6
2.2 Post Season.....	6
 Phase #2 Winter Storm Actions and Procedures	
3.1 Activating Snow Removal Personnel.....	9
Weather Forecasting.....	9
Chain of Command.....	9
Triggers for Initiating Snow Removal Operations.....	10
3.2 Responsibilities.....	10
3.3 Snow Control Center.....	11
3.4 Airfield Clearing Priorities.....	12
Priority 1.....	12
Priority 2.....	12
Priority 3.....	12
3.5 Airfield Clearance Times.....	13
3.6 Snow Equipment List.....	13
3.7 Storage of Snow and Ice Control Equipment.....	14
3.8 Definitions.....	14
4.1 Snow Clearing Principles.....	16
Ramp and Terminal.....	16
Runway and Taxiways.....	16
NAVAIDS.....	18
4.2 Controlling Snow Drifts.....	20
4.3 Snow Disposal.....	20
4.4 Methods for Ice Control and Removal – Chemicals.....	20
4.5 Sand.....	20
4.6 Surface Incident/Runway Incursion Mitigation Procedures.....	21
Radio Communication.....	21
Radio Communication Failure.....	22
Low Visibility and Whiteout Conditions.....	22
Driver Fatigue.....	22
5.1 Runway Condition Reporting.....	23
5.2 Runway Friction Surveys and Equipment.....	24
Conditions.....	24
When to Conduct.....	24
Friction Measuring Procedures.....	24
Friction Assessment Reporting.....	25
Out of Service Equipment.....	25
5.3 Requirements for Runway Closures.....	25
5.4 Continuous Monitoring.....	26

Appendix

Appendix 9.0 NOTAMS – Reporting Form RDM

Phase #1

PRE AND POST-WINTER SEASON
TOPICS

Chapter 1

Pre-Season Actions

1.1 Airport Preparation

- a.) **Airport Management Meetings.** The Operations and Maintenance Manager will initiate a meeting, typically in September/October, to discuss equipment and material inventory, repair needs, staffing, budget, training, previous year's issues, and any other topics associate with snow and ice control and this plan.
- b.) **Personnel Training.** Airfield and Facilities Maintenance personnel receive initial and annual recurrent snow removal training. Training for airport personnel is conducted by the Operations Manager and Operations Supervisor. Training records are maintained by the Operations Specialist. Personnel will be trained in all aspects of this Snow and Ice Control Plan. In addition training will include familiarization with friction testing equipment, issuing NOTAMS, and operation of all snow removal and deicing equipment.
- c.) **Equipment Preparation.** The airport's (2) Bowmonk AFM2 will be calibrated and certified annually before October 1, of each year.

Thirty to sixty days prior to snow season Vehicle Maintenance will inspect and prepare each piece of snow removal equipment. Required fluids, replacement parts, and snow removal equipment components will be inventoried and stockpiled.

1.2 Snow and Ice Control Committee (SICC) Meetings

The Airport has developed a Snow and Ice Control Committee (SICC) to provide feedback and make recommendations to snow and ice removal operations and Snow and Ice Control Plan (SICP) updates at RDM. The SICC is chaired by the Operations Manager and includes Airfield and Facilities Maintenance, Airline and Air Traffic staff.

The following topics should be discussed in the SICC, if applicable. Some topics may not be applicable for discussion with Airline or Air Traffic staff.

- Airport Clearing Operations Discussion Topics:

- Areas Designated as Priority I area, and any new airfield infrastructure
- Clearing operations and follow-up airfield assessments
- Potentials for pilot or vehicular runway incursions or incidents
- Staff requirements and qualifications (training)
- Update training program
- Streamline decision making process
- Response time to keep runways, taxiways and ramp areas operational
- Communication, terminology, frequencies, and procedures
- Monitoring and updating of runway surface conditions
- Issuance of NOTAMS and dissemination to ensure timely notification
- Equipment inventory
- Status of procurement contracts, including storage of materials
- Validation of deicer certification letters from vendors (if applicable)
- Procedures for storm water runoff mitigation
- Snow hauling/disposing, snow dumps
- New runoff requirements for containment or collection
- Changes to contract service for clearing ramps

Chapter 2

Post Event/Season Actions

2.1 Post Event

After each snow event or as needed, airport management may host a meeting and invite Air Traffic to discuss any issues from the event.

All members of the SICC are encouraged to provide feedback to airport management before, during or following each snow event. After a significant event or a challenging operation a separate SICC meeting may be held.

If applicable:

During the snow season “winter operations” is an agenda item at staff meetings which are generally held monthly.

2.2 Post Season

After each snow season a SICC meeting will be held, typically in March-April to review the snow season issues and recommendations for changes. The same topics as pre-season should be reviewed.

Vehicle Maintenance will inspect and repair equipment as needed. The Operations Supervisor will update SICP as needed and send friction testing equipment to Effective Solutions for recalibration in the July-August time period.

Steve Landry
Effective Solutions, INC.
1 Overlook Drive, Unit 4,
Amherst, NH 03031
Telephone: 1-603-673-6369

Phase #2

WINTER STORM ACTIONS AND
PROCEDURES

Chapter 3

Snow Removal Action Criteria

3.1 Activating Snow Removal Personnel.

The following employees are trained to conduct snow removal operations on the Airfield and around public areas.

Name	Position	Cell (541)	Home (541)
Winton Platt	Operations & Maintenance Manager	948-2906	548-7766
Ben Wolfe	Operations Supervisor	410-9381	548-9927
Daryl Hall	Airfield/Facility Maintenance Worker	410-8034	504-2644
Jeff Givens	Airfield/Facility Maintenance Worker	419-3434	548-1545
Kyle Benson	Airfield/Facility Maintenance Worker	280-0689	801-589-7163
Mike Wilcox	Airfield/Facility Maintenance Worker	948-7216	
Fernando Gonzales	Airfield/Facility Maintenance Worker	948-2988	
On-call	Weekday and Weekend after hours	504-3080	
Winter Ops	Answering Service	385-1207	

a) Weather Forecasting

Airfield and Facilities Maintenance staff in “on-call status” is responsible for monitoring the current and/or forecasted weather conditions as often as necessary in order to anticipate adverse weather conditions. The Operations and Maintenance Manager and Operations Supervisor also monitor local weather conditions.

Local News, NOAA, Weather Underground, and other internet based sights are used for weather monitoring and forecasting. Pavement sensors are not used at Redmond Municipal Airport.

b) Chain of Command

Airfield and Facilities Maintenance staff in “on-call status” is responsible for monitoring the airfield as often as necessary as conditions on the airfield may change. The Operations and

Maintenance Manager and the Operations Supervisor may also monitor the airfield.

The airfield is physically inspected by the Airfield and Facilities Maintenance staff that is in “on-call status.”

Airfield and Facilities Maintenance staff in “on-call status,” by means of personal observation, is responsible to initiate a Snow Alert Callout. The Operations and Maintenance Manager and Operations Supervisor may also initiate this process. When on-call staff is off airport or during periods of rest, Rams Security Service will notify on-call staff directly when there is freezing precipitation. Airport Custodial Staff may also notify on-call staff if needed. Airline Staff in need of snow removal, deicing, or an updated field condition report, will call the Answering Service at 541-385-1207 and communicate the request. The Answering Service will contact Airfield and Facilities Maintenance for a Callout. On-call staff will determine the need for any additional staff.

Airfield and Facilities Maintenance staff will be held over if needed during adverse weather condition with mutual consent.

c) Triggers for Initiating Snow Removal Operations

Snow removal operations will commence as soon as practical when snow begins to accumulate on the movement surface.

3.2 Responsibilities.

- a)** Airfield and Facilities Maintenance staff will be responsible for the following:
- i.** Determining when snow removal or anti-icing operations shall begin, based on evaluation of existing field conditions along with present and forecasted weather.
 - ii.** Maintaining a constant check of runway conditions during snow or ice storms to determine the presence of snow, ice, or slush and their depth. Determining the coefficient of friction by use of a qualified friction tester.
 - iii.** Disseminating airport information through Notice to Airmen (NOTAM) system by calling 1-877-487-6867 prior to commencing snow removal or ice control operations (when tower is closed), when reportable (40 MU or below) friction

measurement readings are recorded, when ridges or windrows of snow remain on or adjacent to movement areas, when any hazard to aircraft operation exists, or when conditions change from those reported by a previous NOTAM.

- iv. Notifying Redmond Tower at 548-2574 or on appropriate frequency of existing runway and taxiway conditions. Notifying Answering Service at 541-385-1207 of existing conditions. Answering Service will then notify Air Carriers of the current contaminate type, depth and average surface friction MU value and snow removal or deicing have taken place.
 - v. Removing snow, ice, and other surface contaminants from the Airfield.
 - vi. Maintaining the efficient operation of snow removal and ice controlling equipment. This includes the inspection of equipment to insure proper operation and provisions for the equipment to ensure complete and prompt readiness for use.
- b) Airport Management will be responsible for overseeing all of the responsibilities of Airfield and Facilities Maintenance and assuring that a sufficient supply of fuel and deicing chemical will be kept on hand in the event that a prolonged storm occurs.
 - c) All fixed-base operators will be responsible for snow removal and ice control on their designated ramp areas.

3.3 Snow Control Center (SCC).

The SSC center is most often located in an Operations vehicle, piece of snow removal equipment, or the SRE Building. The SCC is operated by the Operations and Maintenance Manager, the Operations Supervisor or Airfield and Facilities Maintenance employee who is in “on-call status.” Additional functions of the SCC or “Snow Boss” are:

- a) Managing snow clearing operations.
- b) Serving as a prime source of field condition reporting, and monitoring snow and ice accumulations, etc.
- c) Informing the airport traffic control tower (ATCT), air carriers, air taxis, and other parties of expected runway closures and openings.
- d) Issuing timely NOTAMs.

The SCC provides critical information to the drivers operating snow removal equipment. SCC duty is critical to ensuring that prompt removal of snow/ice is conducted, and that surface conditions are disseminated timely and accurately. Preplanning strategies, coordination of snow removal efforts and overall operational support is the primary function of the SCC.

3.4 Airfield Clearing Priorities.

Priorities are determined by Commercial aircraft use and Private/General Aviation use.

a) Priority 1

- Runway 4-22
- Taxiway “E”
- Taxiway “H”
- Terminal Ramp
- Taxiway “F”
- Taxiway “K”
- NAVAIDS
- ARFF Access to Taxiway “F”
- Gate B-3 Operability– Primary Mutual Aid Access Point

b) Priority 2

- Taxiway “C” West of 4-22
- North Cargo Ramp
- General Aviation Ramp
- Taxiway “G” West of Runway 4-22
- ARFF Access to Taxiway “G”
- Runway 10-28
- Taxiway “A”
- Taxiway “G” East of Runway 4-22
- Taxiway “M”
- Fuel Truck Access Road (Perimeter Road)

c) Priority 3

- North City Hangars and Tie Downs
- Taxiway “D”
- Taxiway “J”
- Taxiway “N”
- Taxiway “C” East of 4-22

- South City Hangars
- Taxi lane “B”
- Access to South Hangars
- Airline Glycol Storage Area

3.5 Airfield Clearance Times.

Table 1-1. Clearance Times for Commercial Service Airports

<i>Annual Airplane Operations (includes cargo operations)</i>	<i>Clearance Time¹ (hour)</i>
<i>40,000 or more</i>	<i>½</i>
<i>10,000 – but less than 40,000</i>	<i>1</i>
<i>6,000 – but less than 10,000</i>	<i>1½</i>
<i>Less than 6,000</i>	<i>2</i>
<i>General: Commercial Service Airport means a public-use airport that the U.S. Secretary of Transportation determines has at least 2,500 passenger boardings each year and that receives scheduled passenger airplane service [reference Title 49 United States Code, Section 47102(7)].</i>	
<i>Footnote 1: These airports should have sufficient equipment to clear 1 inch (2.54 cm) of falling snow weighing up to 25 lb/ft³ (400 kg/m³) from Priority 1 areas within the recommended clearance times.</i>	

3.6 Snow Equipment List.

- One (1) 1995 Oshkosh model "HB" all wheel drive, two diesel engine design chassis and a two-stage rotary snow blower with a quick hitch for a Frink model 5019 19' power reversible polyethylene airport plow and a Sweepster model S3100B 18' rotary broom.
- One (1) 1976 Huber Grader, with a 12' reversible blade.
- One (1) 1985 Case Front End Loader.
- One (1) 2006 Cat Front End Loader.
- Two (2) 20' Pro-Tec snow pushers to attach to a front end loader. This piece of equipment will be used to clear the ramps of snow.
- One (1) 12" Pro-Tec snow pusher to attach to a front end loader.
- One (1) 22' reversible ramp plow.

- One (1) 2000 Oshkosh model “P” series six wheel, all steer, all wheel drive truck with a 12 yard dump body, equipped with a 5½ yard Epoke slide-in liquid and solid material sander box. The truck carries a 22' power reversible polyethylene airport plow.
- Two (2) Bowmonk AFM2 Airfield Friction Meter Mark 3.
- One (1) 1984 Oshkosh model WT-2206 all wheel drive with a 2009 slide in power plant and 20” rotary broom.
- One (1) 2007 Ford F-550. This vehicle carries a slid in deicing unit capable of holding up to 1000 gallons of liquid E-36 and spraying up to 50' in width per pass.
- One (1) 2014 Wausau SnoDozer 3131 with a JV 5000 high capacity snow blower capable of moving 6000 tons per hour.

3.7 Storage of Snow and Ice Control Equipment.

1995 Oshkosh – stored inside
1976 Huber Grader – stored outside
1985 Case Front End Loader – stored outside
2006 Cat Front End Loader – stored outside
2000 Oshkosh – stored inside/outside
1984 Oshkosh – stored outside
2007 Ford F-550 deicing truck – stored inside/outside

3.8 Definitions

- a) Contaminant. Any substance on a runway, for the purpose of this SICP contaminant is snow, slush, ice or standing water.
- b) Dry Snow. Snow that contains insufficient free water to cause cohesion between individual particles. If when making a snowball, it falls apart, the snow is considered dry.
- c) Wet Snow. Snow that has grains coated with liquid water, which bonds the mass together, but that has no excess water in the pore spaces. A well-compacted, solid snowball can be made, but water will not squeeze out.
- d) Compacted Snow. Snow that has been compressed into a solid mass that resists further compression and will hold together or break up into lumps if picked up.

- e)** Slush. Snow that has a water content exceeding its freely drained condition, such that it takes on fluid properties (.e.g. flowing and splashing). Water will drain from slush when a handful is picked up and packed.

- f)** Patchy Conditions. Areas of bare pavement showing through snow and/or ice covered pavements. 25% of surface contamination requires issuance of NOTAM.

Chapter 4

Snow Clearing Operations and Ice Prevention

4.1 Snow Clearing Principles

a) Ramp and Terminal

The snow clearing objective for the Terminal Apron is to maintain, as efficiently as possible, a snow and ice free surface for airline employees, passengers, aircraft, and vehicles.

b) Runway and Taxiways

Displacement plows, rotary plows (blowers), and brooms are used to remove snow from runways and taxiways. Snow depth and moisture content are contributing factors when determining equipment used.

During a snow event, snow removal and ice control efforts will be focused on the critical center 100' of runway 4-22 in order to provide optimal friction for aircraft operations. The runway will then be cleared to full width when weather conditions and air traffic permit.

Procedures for clearing snow from runways and taxiways are to use brooms for the removal of light to moderate dry snow. If snow is too deep, contains too much moisture, or multiple passes have been made with brooms and snow has become too heavy for brooms to efficiently remove, displacement plows will be used. Brooms will follow behind plows to remove any contaminants remaining on the surface in order to maximize surface friction.

Rotary plows (blowers) will be used if snow is not easily cast beyond runway and taxiway edge lighting in a manner that does not result in creating snow banks along the edge of runway or taxiways, or as soon as snow accumulation has become too heavy for displacement plows to efficiently remove snow. Snow will be taken to the outside edge of the runway or taxiway asphalt or concrete surface by means of displacement and rotary plows (blowers) will be used to blow snow beyond the edge of the surface and beyond runway and taxiway edge lighting.

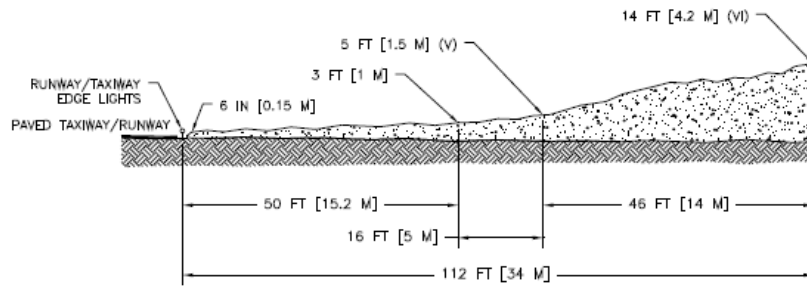
The close wing formations may be used when there are multiple pieces of snow equipment on the runway.

High Speed Turn Offs - RDM does not have High Speed Turn Offs.

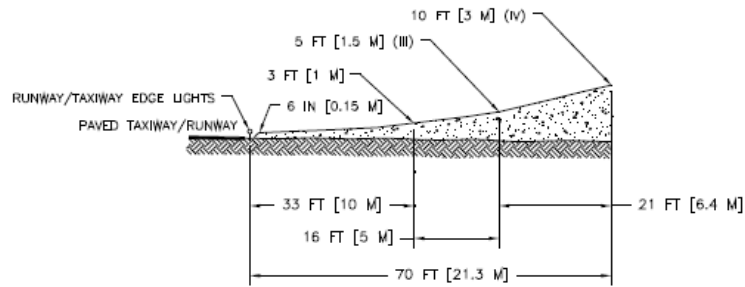
Snow Bank Height Profiles – See Figure 4-1, Design Group III and IV.

AC 150/5200-30C

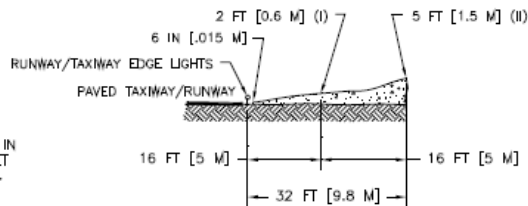
12/9/08



DESIGN GROUP V AND VI



DESIGN GROUP III AND IV



DESIGN GROUP I AND II

NOTE: SNOWBANK HEIGHT AS SHOWN IN FIGURE 4.2 MUST ALSO BE MET FOR ALL THREE ILLUSTRATIONS.

Figure 4-1. Snow Bank Profile Limits Along Edges of Runways and Taxiways with the Airplane Wheels on Full Strength Pavement (see Figure 4-2 guidance)

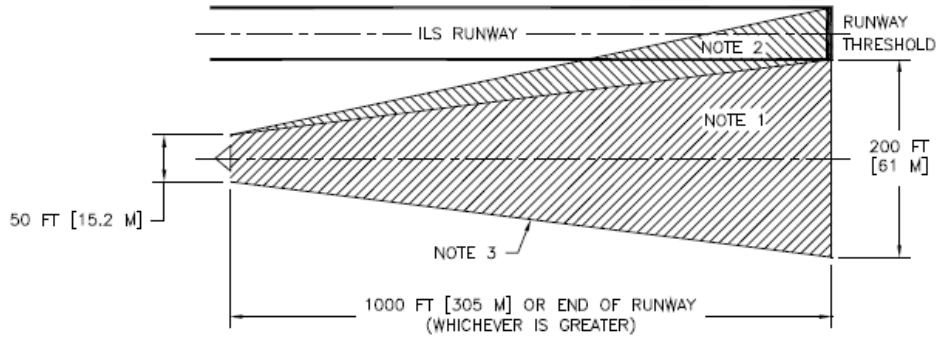
c) NAVAIDS

The airport authority is responsible for clearing the glide slope critical area and around PAPI/ VASI's. When advised by local FAA Technical Personnel, the airport authority will clear the glide slope critical area. Snow will be removed for PAPI/VASI's when there is a potential of the visual path becoming obscured. Airfield and Facilities Maintenance may assist FAA Technical Personnel with the removal of snow from Navaid equipment upon the request of local FAA Technical Personnel.

Snow and Ice Control Plan – Roberts Field-Redmond Municipal Airport

12/09/08

AC 150/5200-30C



NOTES:

1. CATEGORY I GLIDE SLOPE SNOW CLEARANCE AREA.
2. CATEGORY II AND III GLIDE SLOPE SNOW CLEARANCE AREA. THE AREA DEPICTED UNDER NOTE 1 SHALL ALSO BE CLEARED.
3. THE DEPTH OF SNOWBANKS ALONG THE EDGES OF THE CLEARED AREA SHALL BE LESS THEN 2 FEET.

ACTION TAKEN	SNOW DEPTH		
	SBR <6 IN [15 cm] NR. CECS <18 IN [45 cm]	SBR 6 TO 8 IN [15 TO 20 cm] NR. CECS 18 TO 24 IN [45 TO 60 cm]	SBR >8 IN [20 cm] NR. CECS <24 IN [60 cm]
SNOW REMOVAL (SEE ABOVE FIGURE)	REMOVAL NOT REQUIRED RESTORE FULL SERVICE AND CATEGORY.	<p style="text-align: center;">ILS CATEGORY I</p> <p>REMOVE SNOW 50 FT [15M] WIDE AT MAST WIDENING TO 200 FT [60M] WIDE AT 1000 FT [300M] OR END OF RUNWAY TOWARD MIDDLE AMRKER.</p> <p style="text-align: center;">ILS CATEGORIES II AND III</p> <p>AS ABOVE PLUS WIDEN THE AREA TO INCLUDE A LINE FROM THE MAST TO THE FAR EDGE OF RUNWAY THRESHOLD.</p>	
NO SNOW REMOVAL	RESTORE FULL SERVICE AND CATEGORY.	<p>ALL CATEGORIES</p> <p>RESTORE TO CATEGORY I SERVICE. CATEGORY D AIRCRAFT MINIMA RAISED TO LOCALIZER ONLY.</p> <p>TYPICAL NOTAM TEXT:</p> <p>"DUE TO SNOW ON THE IXXX (APPROPRIATE IDENTIFER) GLIDE SLOPE, MINIMA TEMPORARILRY RAISED TO LOCALIZER ONLY FOR CATEGORY D AIRCRAFT" IF APPLICABLE, "CATEGORY II NA"* OR "CATEGORY II/III NA".</p>	<p>ALL CATEGORIES</p> <p>APPROACH RESTRICTED TO LOCALIZER ONLY MINIMA.</p> <p>TYPICAL NOTAM TEXT:</p> <p>"DUE TO SNOW ON THE IXXX (APPROPRIATE IDENTIFER) GLIDE SLOPE, MINIMA TEMPORARILRY RAISED TO LOCALIZER ONLY.</p>

* NA (NOT AUTHORIZED)

Figure 4-2. ILS CAT I and CAT II/III Snow Clearance Area Depth Limitations

4.2 Controlling Snow Drifts

In order to help prevent snow drifts in runway safety areas. A snow bank, consisting of bladed snow along the edge of a runway safety area, will be used to catch blowing snow. No fencing will be employed.

4.3 Snow Disposal

In the event that large quantities of snow need to be removed, front end loaders and dump trucks will be used. There are multiple locations on the airport where snow could be disposed. A specific location will be determined at the appointed time when the circumstances warrant.

4.4 Methods for Ice Control and Removal-Chemicals

E-36, Potassium Acetate, is the primary product used to anti-ice and de-ice surfaces. E-36 is applied through a pump and spray nozzle system to areas desired to be treated. E-36 conforms to SAE AMS 1435 standards.

4.5 Sand

Sand could be used as a backup in the event the airport is unable to apply E-36 to slippery surfaces. Sand is applied by a dedicated sanding truck. The sand truck has the capability of chemically treating sand as it is being applied to slippery surface. Sand used on the airfield will be approved by the FAA prior to the stockpiling of sand conforming to Section 4-8 of AC 150/5200-30C.

Table 4-2. Standard Gradation for Sand

Sieve Designation	Percent by Weight Passing
8	100
80	0-2

Table 4-3. Expanded Sand Gradation Standard

Sieve Designation	Percent by Weight Passing
8	100
30	20-50
80	0-2

4.6 Surface Incident/ Runway Incursion Mitigation Procedures

RDM will review surface incidents that occur during snow removal operations. Preventive measures have been put into place to help prevent surface incidents. These include maintaining visual and radio contact with vehicles operating on the airfield and being familiar with the Airport’s specific snow removal procedures.

Vehicles will be marked and lighted in accordance with AC 150/5210-5D, *Painting, Marking and Lighting of Vehicles Used on an Airport*.

a) Radio Communication

All snow removal and ice control vehicles operating on aircraft movement area will be equipped with a two-way radio or be under the direct control of a vehicle so equipped. Radios must be capable of monitoring the ground control frequency 121.80 (Redmond Ground) while operating on ramps and taxiways or 124.50 (Redmond Tower). While operating on runways or during Non-Towered operations, radios will be tuned to 124.50.

When snow operations are underway, each vehicle operator will communicate directly with ATC. When snow operations are underway on runway 4-22 and a “snow boss” has been designated, authorization for access onto 4-22 and communication while on runway 4-22 will be through the “snow boss”. See *Appendix 15 LOA*. During Non-Towered operations when Tower is closed, one vehicle operator or designated “snow boss”, may transmit advisories on 124.50 (Redmond area traffic) and communicate with any area traffic.

The snow team will communicate amongst each other using two-way vehicle mounted or hand held radios. In order to minimize ambient noise disruption from vehicular noise, headphones or ear protection are provided if needed.

b) Radio Communication Failure

If radio communications fail between the snow team or a single driver loses a radio signal on hand held radios, cell phones may be used. During non-towered operations the local CTAF 124.50 may be used for temporary communications. If radio communication fails between ATC and ground vehicle, cell phones may be use for temporary communication or ATC may use Light Gun Signals to aid vehicles as they safely clear the movement area for radio repair. Vehicles will not return to the field unless they possess a working radio. The airport does not have a UHF system in place.

c) Low Visibility and Whiteout Conditions

During low visibility, when continual visual contact can not be made with ATC or between snow removal equipment, frequent “location updates” will be given. During whiteout conditions snow removal equipment will stop immediately until visibility is restored.

d) Driver Fatigue

A typical 8hr work period would generally progress as follows;

After 2 hours of “windshield time,” each driver will be given a 15 minute rest period. After 4 hours, each driver will be given a 1 hour rest period. After 6 hours each driver will be given an additional 15 minute rest period. If driver is no longer need to assist in snow removal efforts after 8 hours, driver will be released from duty. If assistance continues to be needed after 8 hour, driver may be asked to work additional hours. Driver will then be given an additional 1 hour rest period.

To minimize fatigue, each operator is provided an opportunity for a rest period before they are expected to return to duty.

Chapter 5

Runway Surface Assessment Reporting

5.1 Runway Condition Reporting

A runway surface condition report is provided whenever there is measurable pavement surface containment.

Runway surface conditions will be reported in terms of contaminate types and depths. Snow depth will be reported as follows: Thin, which would indicate a depth of less than ¼”, ¼”, and ½”. If the depth of snow is one inch or more, depth will be reported in 1” increments up to 12”. If the depth of snow exceeds 12”, snow depth will be reported in foot and inch increments. When a snow depth of 35 inches is reached, additional reports should be in multiples of feet only. If a report is halfway between two reportable values, then inches will be used.

If a runway is cleared less than full width, the snow depth of the unclear runway edges will be reported. Example: Runway 4-22 has been plowed 100’ wide from runway centerline. There is thin loose snow on the 100’ wide cleared runway surface. There is 2”- 4” of loose snow outside of the 100’ wide cleared runway surface.

Field condition reports will be conducted and runway conditions will be updated whenever there is a change to surfaces due to falling snow, freezing rain, or the plowing/sweeping/deicing/sanding of a runway.

Field conditions are reported when snow and ice contamination exists. After the initial report, additional reports are given in approximate one hour increments or when surface conditions change.

Runway Surface conditions are assessed with a Bowmonk Friction meter when ice or snow is present. Snow depth will be measured with a ruler.

- All surface conditions are reported through the NOTAM system. The Tower is notified via phone or radio frequency. Air carriers are notified via e-mail through the Answering service.
- Airport NOTAM reporting form is used. See Appendix 9

Airfield and Facilities Maintenance staff will conduct a runway surface condition report within a timely manner, upon the observation or knowledge of the presence of contaminants on airport surfaces or any change to the conditions. Operations

and Maintenance staff will communicate this information to ATC and Airline personnel, and issue appropriate NOTAM(s) by phone to Flight Data specialists.

5.2 Runway Friction Surveys and Equipment

A Bowmonk AFM2 decelerometer is used to measure the “MU” (Runway Friction Value) and reported for Runways only.

a) Conditions

Under the following pavement contaminate conditions; it is acceptable to use decelerometer friction measuring equipment.

- Ice or wet ice.
- Compacted snow at any depth.
- Dry snow 1 inch or less.
- Wet snow or slush 1/8 inch or less.

b) When to Conduct

Friction assessments should be conducted if any of the following occurs:

- When the central portion of the runway, centered longitudinally along the runway centerline, is contaminated 500 feet or more.
- After any type of snow removal operations or chemical application (including sanding).
- Immediately following any aircraft incident or accident on the runway.
- When MU number is poor or Nil.

c) Friction Measuring Procedures

i. Calibration

The airport’s Bowmonk AFM2 will be calibrated and certified annually before October 1, of each year. The Operations Supervisor will be responsible to ensure equipment is mailed to Effective Solutions for annual required recalibration.

ii. How to Conduct

When conducting a friction test on runway 4-22, surveys should be conducted approximately 10 feet from the runway centerline due to narrow-body aircraft being the primary users of this runway. When conducting friction tests on runway 10-28, surveys should be

conducted approximately 5 feet from the runway centerline due to less that narrow-body aircraft being the primary users of this runway.

- Friction measuring equipment is operated in the same direction that aircraft are landing.
- Friction test is completed in one continuous pass.
- Runway zones, touchdown, midpoint and rollout zones.
- The runway length is divided into three equal zones: the touchdown, midpoint, and rollout zones. These zones are defined according to aircraft landing direction. Three braking tests will be taken in each zone to determine the average friction value for that zone. This will result in a minimum of nine tests for a complete runway survey. The vehicle speed for conducting the friction survey should be 20 MPH. Vehicle should not come to a complete stop when conducting friction survey.

e) Friction Assessment Reporting

Friction values will be reported when:

- Compacted snow and/or ice are present on the center portion of the runway, and friction values are 40 or below on any zone of the runway.
- Friction values rise above 40 on all zones of any active runway that previously had a friction value below 40.
- Immediately following an incident/accident.

f) Out of Service Equipment

A NOTAM will be issued whenever Bowmonk AFM2 is out-of-service. This NOTAM will remain until Bowmonk AFM2 is available for service.

5.3 Requirements for Runway Closures

The Airport has established an LOA with ATC. The LOA states that ATC will notify Airport Management/Operations of condition reports which indicate braking action conditions have deteriorated to “Fair”, “Poor” or “Nil” and to suspend operations to the affected surfaces if the condition might adversely impact the movement of aircraft. Aircraft operations will remain suspended until Airport Management/Operations make improvements to the affected pavement surface or determine through friction survey that MU readings are better than “Nil” and re-open the affected surface. Additionally, airport will institute procedures for receipt of two consecutive poor PIREP braking action reports. The Airport Management/Operations staff will conduct friction measurement readings to ensure accuracy. Airport staff will monitor runway conditions until the last scheduled air carrier arrival or until weather conditions stabilize.

5.4 Continuous Monitoring

Continuous monitoring procedures are put into place any time changing weather conditions directly affect surface friction values. Procedures include monitoring air and surface temperature and contaminate type and depths, conducting frequent friction tests to identify trends in runway traction, monitoring weather, and monitoring pilot communication.