



**CITY COUNCIL**  
March 31, 2015  
Council Chambers • 777 SW Deschutes Avenue

**COUNCIL MEMBERS**

George Endicott  
*Mayor*

Tory Allman  
*Councilor*

Joe Centanni  
*Councilor*

Anne Graham  
*Councilor*

Camden King  
*Councilor*

Ginny McPherson  
*Councilor*

Jay Patrick  
*Councilor*

**MARCH 31, 2015**

**SPECIAL MEETING AGENDA**

**6:30 P.M.**

**I. CALL TO ORDER / ESTABLISH A QUORUM**

**II. DISCUSSIONS**

A. Marijuana

**III. ACTION ITEMS**

- |  |           |
|--|-----------|
| A. Intergovernmental Agreement with Redmond Fire & Rescue for Fire Protection Services | Exhibit 1 |
| B. University of Oregon Sustainable City Year Program Master Agreement                 | Exhibit 2 |
| C. Addendum #2 to City Contract #2014-35 with SmithAmundsen                            | Exhibit 3 |
| D. Res. #2015-04 – A resolution of the City of Redmond to make budget adjustments.     | Exhibit 4 |

**IV. EXECUTIVE SESSION**

**Oregon Law permits public bodies to meet in executive session to discuss specific matters which are not open to the public. Final actions or decisions on these matters will be made during regular session.**

- A. Exempt Records – ORS 192.660(2)(f) authorizes executive sessions “to consider information or records that are exempt by law from public inspection.”
- B. Litigation – ORS 192.660(2)(h) authorizing executive sessions “to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.”

**Under the provisions of the Oregon Public Meetings Law, the proceedings of this executive session are for background information only for media attending and not for publication or broadcast.**

**V. MOTIONS AS A RESULT OF EXECUTIVE SESSION**

**VI. OTHER BUSINESS**

- |  |           |
|--|-----------|
| A. Appointment of Terrik Allman as the Youth Ex-Officio to the Budget Committee term expiring December 31, 2015. | Exhibit 5 |
|--|-----------|

**VII. ADJOURN**

Regular Council meetings are broadcast live on COTV11 – BendBroadband Channel 11 beginning at 6:30 p.m. on the 2<sup>nd</sup> and 4<sup>th</sup> 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



## 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:** March 31, 2015  
**TO:** Mayor and Members of City Council  
**FROM:** Keith Witcosky, City Manager  
**SUBJECT:** Approval Inter-Governmental Agreement with Redmond Fire and Rescue

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### Addresses Council Goal:

#### 1. SUSTAIN OPERATIONS

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

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

### Report in Brief:

Approve updated Inter-Governmental Agreement (IGA) between the City of Redmond and Redmond Fire and Rescue (Redmond Fire) for the provision of emergency services within the city limits. The IGA is an update to the original agreement from 2011 when the Fire Bureau became a separate and distinct taxing jurisdiction.

This updated IGA will serve as the basis for maintaining consistent operations, and clear roles and responsibilities that will be important for future leadership of the respective entities, as well as residents and other interested parties.

### Background:

In the November 2, 2010 election, City of Redmond voters, in accordance with ORS Chapter 198.866 and 198.867, approved the formation of Redmond Fire & Rescue as a separate and distinct taxing district from the City of Redmond.

Subsequently, the City and Redmond Fire approved an IGA which identified their mutual intent to transfer personnel, services, apparatus, other property, leases for real property, and all other tangible or intangible property normally used by the City Fire Department to the District.

The operational transfer date occurred July 1, 2011.

### Discussion:

This updated IGA eliminates language that is now outdated, since the transfer has occurred, and maintains the other content from the original agreement.

**Fiscal Impact:**

This revised IGA does not create additional direct fiscal impact to the City or Redmond Fire.

**Alternative Courses of Action:**

1. Approve the IGA
2. Do not approve the IGA

**Recommendation/Suggested Motion:**

"I move to authorize the City Manager to enter into an IGA with Redmond Fire and Rescue."

Keith Witcosky  
City Manager

Intergovernmental Agreement for  
Fire Protection Services  
Between  
The City of Redmond  
And  
Redmond Fire & Rescue

**RECITALS:**

- The City and Redmond Fire & Rescue (District) are both municipal corporations operated under the laws of the State of Oregon. Both parties have authority to enter into intergovernmental agreements under ORS Chapter 190.
- The voters of the City, at the November 2, 2010 election, voted in accordance with ORS Chapter 198.866 and 198.867 to annex the City property into the District. Therefore, the citizens of the City are now a part of, and members of, Redmond Fire & Rescue
- The intent of this agreement is to provide for the transfer of personnel, services, apparatus, other property, leases for real property, and all other tangible or intangible property normally used by the City Fire Department to the District. The operational transfer date occurred July 1, 2011.

**AGREEMENT:**

**Effective Date:**

- This agreement shall be effective upon its signing and approval by the governing bodies of the City and District.
- Binding Effect on Successor District. This agreement shall be binding upon any successor of Redmond Fire & Rescue, who shall be responsible for all obligations and duties as set forth in this agreement.

**BOTH PARTIES AGREE TO THE FOLLOWING:**

**Relating to Intergovernmental Communication / Governance / Administrative Obligations:**

- The Fire Chief or designated person as determined by the board will serve as primary liaison with the City. Duties will include, but shall not be limited to, providing periodic reports relating to fire, emergency medical, fire prevention, and rescue operations within the City. The Fire Chief will work closely with other City Department Heads to coordinate activities within the City.

- The City Council and Redmond Fire and Rescue's Board of Directors will meet annually at an agreed upon date. The purpose of the meeting between the City Council and Redmond Fire and Rescue's Board of Directors will be to receive information of interest to the parties, including funding, infrastructure, legislation, and service levels. Additional meetings may be called upon agreement of both presiding officers or by a majority request of either governing body. All meetings held under this paragraph shall be deemed "public meetings" under Oregon Law.
- The City shall remain liable for the City's PERS obligations for all employees transferred under this agreement through June 30, 2011. The City shall indemnify, defend, and hold harmless Redmond Fire and Rescue from any and all claims related to PERS liabilities and responsibilities and for City employees arising on or before June 30, 2011 or arising out of transfer of PERS obligations pursuant to this agreement, including claims of PERS, for employees transferred as a result of this annexation.
- To the extent allowed by law, the City shall provide Redmond Fire and Rescue all employee records for employees transferred as a result of this annexation.
- The City is responsible to keep all records currently in their possession until the legal time is met for disposal. Record retention and disposal shall comply with Oregon State Statutes regarding such records.

**General terms will include, but not be limited to:**

- Redmond Fire and Rescue and the City will work together to maintain a level four (4) or better Insurance Service Office (ISO) rating or, in the event ISO is replaced by a successor system, to maintain an equivalent rating.
- Redmond Fire and Rescue shall provide consultation to the City on fire hydrant maintenance, placement, and other fire related activities as they relate to the use or expansion of the City water systems at no cost to the City. Hydrant testing, maintenance, and repairs, and any costs related thereto will be the responsibility of the City.
- Redmond Fire and Rescue agrees to work with the City to improve the ISO ratings within the city limits and district boundaries. District personnel shall work with city public works staff to plan and implement fire department and water system improvements which will improve the fire protection class ratings inside the City.
- Redmond Fire and Rescue shall continue to utilize emergency dispatch services provided by the Deschutes County 911 District, subject to agreement between the District and County 9-1-1 District.

- Redmond Fire and Rescue and the City agree to enter into a contract to provide the District vehicle maintenance services. The City will provide service priority to repairs and maintenance of emergency vehicles. Ongoing contract services for some or all of these services will be revisited and agreed upon each fiscal year. All such service agreements shall be drafted and reviewed by the parties on or before March 31, 2011. Each contract shall provide a provision that notice of any intent to change, terminate, or otherwise modify an agreement shall be provided to the other party six (6) months prior to the date of such proposed change. See Appendix A.
- The City shall provide, at no cost to Redmond Fire & Rescue, water for firefighting, and training purposes.
- Redmond Fire & Rescue agrees to pay for domestic water and sewer services for fire stations located in the City's service area. Certain situations, such as freezing weather, may require fire apparatus to refill using metered water inside fire stations for a prolonged period of time. If fire apparatus are required to use metered water for firefighting over a prolonged period of time the Fire Chief and City of Redmond Public Works Director will negotiate an appropriate adjustment to Redmond Fire & Rescue's domestic water bill.

**Relating to Funding:**

- Redmond Fire and Rescue acknowledges that the City has urban renewal districts in place, which may have an impact on Redmond Fire and Rescue tax receipts. Redmond Fire and Rescue and City agree to review any plans for extension, or modification of existing plans and the proposed formation of any new plans. Coordination and participation shall be in accordance with ORS Chapter 457.

**Relating to Fire Stations:**

- Redmond Fire and Rescue shall consider input from the City, neighborhood associations, and homeowners associations on matters relating to fire station design, construction, and location.
- Redmond Fire and Rescue agrees, subject to budgetary and operational needs, to consult with the City for placement of fire stations within the City.

**Relating to Fire and Emergency Services:**

- The City and Redmond Fire and Rescue agreed that until July 1, 2011, the existing intergovernmental agreement between the District and City for the City's provision of all fire protection, emergency medical services, transport, fire prevention, and rescue services within the City and District shall continue to be the City's obligation. Effective July 1, 2011, all such obligations became the obligations of Redmond Fire and Rescue.
- Redmond Fire and Rescue, on and after July 1, 2011, shall be solely responsible for providing fire protection, emergency medical services, patient transport, fire prevention (including fire safety inspections), and rescue services within the City and District.

- Redmond Fire and Rescue is subject to mutual-aid and auto-aid agreements that may supplement Redmond Fire and Rescue's personnel, apparatus, and equipment. These agreements also require reciprocity and could affect response times in the City and District.
- Redmond Fire and Rescue, to the extent personnel are available, shall support the City's fire and life safety plan review process for new development, existing buildings, and construction consistent with applicable codes, standards, and ordinances within the City. Redmond Fire and Rescue is not obligated to provide a certified plans checker for such reviews. In anticipation of future growth/workloads in this area Redmond Fire and Rescue may request financial support for plan reviews. If financial support is needed, both parties agree to prepare an equitable arrangement at that time.
- Redmond Fire and Rescue shall maintain an emergency operations center (EOC) including City staff that are trained and meet certain agreed upon core competencies.
- Redmond Fire and Rescue shall ensure integration of the City's emergency management efforts by assigning Redmond Fire and Rescue command staff to the City's emergency operations center when activated.

**Relating to Disputes:**

- If either the City or District cannot agree upon an interpretation of this agreement or believes one party to be in default and not complying with the terms and conditions of this agreement, either party may request a joint meeting of the City and District governing bodies within sixty (60) days of the events leading to the dispute. If a satisfactory resolution is not reached through the efforts of the governing bodies within sixty (60) days, either party may request arbitration of the dispute within thirty (30) days after the cessation of governing body attempts at resolution.
- In the event the parties declare an impasse, such dispute shall be resolved using arbitration provisions set forth in ORS 190.710 – 190.800 and agree upon a service. If the parties are unable to agree upon an arbitration service, an arbitrator, or rules of arbitration, either party may make application pursuant to ORS Chapter 36 for appointment of an arbitrator by the court.

**Relating to Arbitration:**

- If the parties cannot agree upon an arbitrator within sixty (60) days, an arbitrator may be appointed by the presiding judge of the Deschutes Circuit Court, upon the request of any one of the parties. If the parties cannot agree upon rules of arbitration within sixty (60) days, the arbitration shall be conducted in accordance with ORS 36.300 through ORS 36.365. The arbitrator shall have the discretion to adopt rules for the arbitration, and the arbitrator's decision shall be binding upon the parties. All arbitration shall take place in the City of Redmond, Deschutes County, Oregon unless the parties agree to have the matter arbitrated elsewhere. The arbitrator does not have authority to terminate funding or transfer of property from the City to Redmond Fire and Rescue, or vice versa. Further, the arbitrator does not have authority to order action by either the City or Redmond Fire and Rescue that would be in violation of the rights, duties, and responsibilities of either in accordance with state law.

**Relating to Attorney Fees:**

- In the event a party shall initiate action, including arbitration and any action pursuant to the bankruptcy laws of the United States, to interpret or enforce the terms of this agreement, the prevailing party in such action, in addition to all other relief that may be available, may, in the discretion of the arbitrator or court, be entitled to an award of its reasonable attorney's fees, discovery costs (including deposition costs) and expert witness' fees. The amount is to be fixed by the court or arbitrator at trial or arbitration, and on appeal and review.

**Entire Agreement; Amendments; Severability:**

“This instrument contains the entire agreement of the parties on the subjects enumerated herein; any modification of the provisions of this agreement shall not be effective unless it is in writing and acknowledged by the authorized signature of each party. If any provisions of this agreement is held by a court or arbitrator to be unenforceable or of no effect or conflict with any law, the validity of the remaining provisions and clauses shall not be effected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or clause held to be unenforceable.” provided, however, that the provisions of the amendment to the intergovernmental agreement dated July 1, 2011 are not modified by this agreement if annexation of the City territory in Redmond Fire and Rescue is not approved by the City Voters. An addition or modification of the provisions of this agreement shall not be effective unless it is in writing and acknowledged by the authorizing signature of each party. If any provision of the agreement is rendered impractical, unenforceable, or illegal as a result of legislative action (including, initiative), the balance of the agreement remains in force.

**Applicable Law:**

This agreement shall be construed in accordance with Oregon law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below:

**CITY: Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015**

**District: Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015**

\_\_\_\_\_  
**Keith Witcosky: City Manager**

\_\_\_\_\_  
**Carroll Penhollow: District President**



**Agreement for Vehicle Maintenance  
Appendix A**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2011 between the City of Redmond (City) and Redmond Fire and Rescue (District).

It is hereby agreed by and between the parties mentioned above for and in consideration of mutual promises hereinafter stated agrees as follows:

**BASIC TERMS**

- A. Duration of Agreement:** This agreement will automatically renew each year unless either party provides six (6) month notice prior to the date of intent to change, terminate, or otherwise modify this agreement.
- B. General Scope of Services:**  
The City shall provide Vehicle maintenance and agree to provide priority service to all emergency vehicles owned by the District.
- C. Consideration:**  
The district shall pay the City an amount to be determined each year. The City of Redmond Finance Director and the District's Chief Financial Officer will meet to determine the amount of services.

**GENERAL CONDITIONS**

- A.** The City shall provide all insurance and workers compensation insurance necessary in carrying out the terms of this contract.
- B.** To the maximum extent permitted by law, The District agrees to defend and indemnify the City against any claims, loss or damage arising out of the City's performance of its duties under this agreement.
- C.** To the maximum extent permitted by applicable law, the products and services provided hereunder are provided to customer "as is" and City of Redmond and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, title and non-infringement of third party rights. This limitation on liability is made regardless of whether City knows or had a reason to know of Customer's particular needs.
- D.** In no event will City be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost data and lost revenue, arising from or relating to this agreement. City's total cumulative liability in connection with this agreement and the services provided hereunder, whether in contract or tort or otherwise, will not exceed the amount of fees paid to City hereunder. Customer acknowledges that the fees reflect the allocation of risk set forth in this agreement and that the City would not enter into this agreement without these limitations on its liability.

E. This Agreement may not be modified except in writing signed and dated by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below:

**CITY: Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015**

**District: Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015**

\_\_\_\_\_  
**Keith Witcosky: City Manager**

\_\_\_\_\_  
**Carroll Penhollow: District President**



**CITY OF REDMOND**  
Community Development Department

716 SW Evergreen Avenue  
Redmond, OR 97756  
(541) 923-7721  
Fax: (541) 548-0706  
[www.ci.redmond.or.us](http://www.ci.redmond.or.us)

## STAFF REPORT

**DATE:** March 31, 2015  
**TO:** Mayor and Council Members  
**THROUGH:** Keith Witcosky, City Manager  
**FROM:** Heather Richards, Community Development Director  
**SUBJECT:** Sustainable City Year Program Agreement (Master Agreement M128)

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### Addresses Council Goal:

3. Preserve and Enhance the City's Infrastructure. Preserve and enhance the City's infrastructure to position the City for future growth.
  
6. Community Enhancement. Create an image and identity that generates a sense of community pride, ensures a high quality of life and safety for our citizens, and attracts new residents and businesses and facilitates opportunities for success.
  
7. Comprehensive Planning. Enhance the quality of life in the city through adoption of programs, policies, and standards that balance growth while maintaining its unique character.

### Report in Brief:

This action authorizes the City Manager to sign a Master Agreement (Agreement) with the University of Oregon Sustainable City Year Program (SCYP) for a not to exceed program budget of \$375,000.00 (See Attachment A).

The Agreement memorializes a commitment whereby the students and faculty at the University of Oregon will invest 40,000 – 80,000 hours into a partnership with City of Redmond staff to advance projects, initiatives, programs and studies originally identified in our application.

### Background:

The SCYP is now in its fifth year. Over its brief history, communities such as Gresham, Salem, Springfield and Medford have taken advantage of the partnership. The SCYP is an innovative, award-winning program that matches a full year of undergraduate and graduate school courses with one community to advance strategic projects over an academic year.

Following a Redmond City Council worksession December 9, 2014 the City formally applied in advance of the January 30, 2015 deadline.

Projects vary from traditional infrastructure work such as:

- Designing transportation improvement projects, parks, new public facilities, stormwater drainage systems, bicycle and pedestrian trails;

To economic initiatives such as:

- Costs benefit analyses determining the residential tax base needed to support public services, identifying public improvements which increase property values;

To economic development projects such as:

- Market research and analysis for a business area, development of business recruitment and retention programs, etc.

The range of projects reflects the depth of programs offered at one of Oregon's premier universities. (See Attachment B).

The SCYP program provides:

- Cities with access to more than 400 students, 15-20 faculty, 40,000 hours and 25 university courses bringing new ideas, access to innovative thought and technology and the opportunity to “think outside of the box”.
- Students with “real-world” applications and the opportunity to make a difference.
- Universities with the opportunity to be partners, relevant and part of solutions for a community’s most pressing needs.

The Sustainable City Year faculty and students work through a variety of studio projects and service learning courses to provide students with real-world projects to investigate. Students bring energy, enthusiasm, and innovative approaches to difficult, persistent problems. SCYP has included courses in Architecture, Arts and Administration, Business Administration, Business Management, Economics, Interior Architecture, Journalism, Landscape Architecture; Law; Planning, Public Policy, and Management; Product Design; Geography, Digital Arts, and Civil Engineering (at Portland State University). Additional disciplines may be added, depending on the community’s needs and faculty interest. Many SCYP projects combine multiple disciplines to address problems from diverse perspectives.

The Redmond leadership team has been discussing this opportunity for the past couple of years. With Redmond’s willingness and openness to creatively approach problems in search of the best solutions this program appeared to be a great, and needed, match for our team and community.

**Discussion:**

The projects submitted in the application are mostly planned, funded projects which are either in the existing Capital Improvement Plan, Urban Renewal Plan, or part of a work program of an enterprise fund. (Please see list below.) These projects are all important. Many of them would require a financial investment in either professional services contracts (consultants) or hiring of staff.

<b>List of Projects Submitted</b>	<b>Identified Budget Funding Source</b>
<b>Develop Design Guidelines for Redmond Airport Campus</b>	Airport Operating Budget
<b>Airport Landscape Master Plan</b>	Airport Operating Budget
<b>Airport Signage Design Guidelines</b>	Airport Operating Budget
<b>Airport Strategic Branding and Marketing Plan</b>	Airport Operating Budget
<b>Redmond Neighborhood Revitalization Plan</b>	CDD LR Sub-Fund - Contractual Services
<b>Planning Great Neighborhoods Using GIS Analytics</b>	CDD LR Sub Fund - Contractual Services
<b>Public Improvements – Home Value Study</b>	CDD – Contractual Services
<b>Tax Valuation Study – Services versus Valuation</b>	CDD – Contractual Services
<b>NR Historic District – Downtown</b>	CDD LR Sub-Fund - Contractual Services
<b>NR Historic District – Art Moderne</b>	CDD LR Sub Fund - Contractual Services
<b>S US 97 Corridor Improvement Project</b>	CDD LR Sub-Fund - Contractual Services

<b>Road Diet Evaluation</b>	Trans CIP - Contractual Services
<b>Establishment of Redmond Community Foundation</b>	Finance – General Fund
<b>Improving Community Engagement with New Emerging Tools</b>	Communications – General Fund
<b>Quince Park Redevelopment</b>	Parks - Contractual Services
<b>Centennial Park Expansion – Design</b>	Urban Renewal
<b>Downtown Parking Garage Site Study</b>	Urban Renewal
<b>Downtown BID/EID Analysis</b>	Urban Renewal
<b>Downtown Market Analysis</b>	Urban Renewal
<b>Cascadia Emergency Preparedness Plan</b>	Split Funds
<b>Central Dry Canyon Park Development Plan</b>	Parks – Contractual Services
<b>Stormwater System Evaluation and Bio Swale Beautification in the Dry Canyon</b>	Stormwater Enterprise Fund
<b>Branding of City Utilities</b>	Split Funds
<b>Redmond Sports Complex Facility Feasibility Analysis</b>	Parks – Contractual Services
<b>Development of Redmond Street Tree Program</b>	Parks – Contractual Services
<b>Development of a Heritage Tree Program</b>	Parks – Contractual Services
<b>Bicycle / Pedestrian Planning</b>	CDD LR Sub-Fund - Contractual Services
<b>Professional Business Medical District Promotional Materials</b>	Urban Renewal

This list of projects is not all inclusive nor is it definitive. The next steps after signing a Master Agreement is to negotiate the scope of work for a final list of projects.

Further descriptions of each project can be found in the application submittal. (Attachment B). A sample is provided below.

- Emergency Planning for Cascadia Event – Redmond specific plan: The creation of an emergency response plan for City personnel in the event of the Cascadia earthquake.
- Feasibility Analysis of a Redmond Sports Complex: There are many discussions in Redmond regarding the need for a sports complex and the economic benefit of such a facility. This project would entail an overall feasibility study of the need, investment and return to the community.
- Airport Design Guidelines: Building, signage and landscaping design guidelines for development at Roberts Field.
- Airport Strategic Marketing Plan: A strategic marketing plan to maximize marketing and advertising opportunities at the airport and for the airport.
- Stormwater System Evaluation in the Dry Canyon: There are several stormwater features in the Dry Canyon Park that were developed primarily to serve a utilitarian function. During large storms, these features as currently designed allow for overflow and infiltration across a large area leading to erosion and impact to the trail system. The goal of this project is to evaluate the stormwater features in the Dry Canyon for function along with plans to beautify the features to better fit the park setting.
- Branding/Marketing Plan for Utilities: The value provided by the City utility services (water, wastewater, stormwater) go largely unrecognized until an interruption of service occurs. The City currently provides public outreach through the billing newsletter, presence during public events (County Fair, Earth Day, etc.), hosting educational tours and annual water quality reports. This project will assist in developing a strategic message and marketing strategy to proactively advertise the value provided to the rate payers and community.

- South US 97 Design and Development Guidelines: As the City and ODOT explore a comprehensive ROW reconstruction project, the development of design and development guidelines for landscaping, signage and building improvements will help to reinforce the gateway sense of place that this corridor deserves and that will help to revitalize the business productivity of S US 97.
- South US 97 Costs Benefits Analysis: An analysis of return on public project investment for private development and public tax base.
- Centennial Park Expansion Design Concepts: Design charrettes for potential expansion of Centennial Park.
- Downtown Parking Garage Study: Study identifying location, costs, costs benefits and thresholds for consideration of a parking garage in downtown Redmond.

Each project will be independently negotiated under the Master Agreement as a task order. Exhibit A of the Master Agreement provides a template for that negotiation.

The Community Development Department will be engaging a class this spring for bicycle and pedestrian planning as part of this agreement. A draft of the task order for that effort is attached. (Attachment C).

**Fiscal Impact:**

The Master Agreement commits an initial payment of \$50,000 by July 31, 2015. The initial fee is non-refundable and is applied to the first \$50,000 of services provided by the University.

Most of the projects submitted in the application planned, funded projects which are either in the existing Capital Improvement Plan, Urban Renewal Plan, or part of a work program of an enterprise fund. Staff estimates that no more than \$85,000 of the not-to-exceed \$375,000 will be unanticipated General Fund projects in the FY 15/16 budget. The cost/benefit of leveraging the SCYP provides the City the opportunity to get greater value at a lesser cost.

The Community Development Department is initiating an early project starting on April 1, 2015 with the SCYP for bicycle and pedestrian planning. This project is currently funded in the FY 14/15 budget in the CDD Long Range Planning Sub-Fund.

**Alternative Courses of Action:**

1. Authorize the City Manager to sign the Master Agreement with the University of Oregon Sustainable City Year Program.
2. Request more information.
3. Do not authorize the City Manager to sign the Master Agreement with the University of Oregon Sustainable City Year Program.

**Recommendation/Suggested Motion:**

“I move to authorize the City Manager to sign the Master Agreement with the University of Oregon Sustainable City Year Program for a not-to-exceed amount of \$375,000.00.”

Heather Richards  
Community Development Director



## 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:** March 31, 2015  
**TO:** Mayor and City Council Members  
**FROM:** Jeff Tripp, Airport Director  
**THROUGH:** Keith Witcosky, City Manager  
**SUBJECT:** Addendum No. 2 to City Contract 2014-35 with SmithAmundsen, LLC

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### Addresses Council Goal:

5. A. Promote business activities on airport lands located inside the fence line.
  - ii. Develop leasing strategies which are flexible and attractive to tenants but which also insure fair market returns pursuant to FAA requirements.

### Report in Brief:

This action requests City Council approve Addendum No. 2 to the existing City Contract with SmithAmundsen, LLC for legal services involving the Redmond Airport (City Contract 2014-35).

### Background:

The City hired the firm of SmithAmundsen, LLC on May 2, 2014 (City Contract No. 2014-35) to provide formal legal advice and related airport industry expertise on an as-needed basis. The initial contract was for \$50,000 with an expiration date of March 31, 2015.

The scope of services included: Preparation and/or review of Airport ordinances, resolutions, contracts, Minimum Standards, Rules and Regulations, Airport Lease Policy; advisement on contracts and lease agreements (Hangar, Land, and Fixed Base Operator); and litigation support including monitoring all matters involving litigation affecting the Airport.

On June 10, 2014 through Resolution 2014-14, City Council approved the establishment of a Legal Defense Fund and authorized expenditures of up to \$50,000 from the Airport Fund. The purpose of this action was to cover the potential need to defend the adoption of the Minimum Standards, should parties litigate the City's right to implement them. Litigation did occur, and despite the City's efforts, it remains in progress. Also, on June 10<sup>th</sup> Council approved transferring \$1,000,000 from the Airport Unappropriated Reserve to the Airport Operating Contingency as part of the FY 2014/15 Adopted Budget.

On July 8, 2014 City Council approved Addendum No. 1 to Contract 2014-35 which increased the contract limit from \$50,000 to a not to exceed amount of \$100,000.

### Discussion:

The legal services of SmithAmundsen, LLC are still necessary and a second amendment to Contract 2014-35 is required.

Amendment No. 2 will increase the contract by \$250,000 (to a total contract of \$350,000). The additional \$250,000 is for legal costs incurred through the remainder of FY 14/15 and into FY 15/16. The Amendment also extends the contract end date from March 31, 2015 to March 31, 2016. The original contract included two, one-year extension options. This exercises one of those options.

If City Council approves Amendment No. 2 a budget adjustment for FY 2014/15 will be brought to Council in the coming weeks. The remaining balance of the contract will be included in the proposed FY 2015/16 budget.

**Fiscal Impact:**

City Contract 2014-35 with SmithAmundsen, LLC would be increased from \$100,000 to \$350,000. Resources will be transferred via a Budget Adjustment resolution from the Airport Contingency appropriation (operating contingency) to the Materials and Services appropriation to allow for the increased cost.

The airport unrestricted fund balance is anticipated to be close to \$3,000,000 at the end of fiscal year 2014/15, which includes a 60-day operating contingency of approximately \$900,000.

**Alternative Courses of Action:**

1. Approve the contract addendum
2. Do not approve and cease additional legal services

**Recommendation/Suggested Motion:**

"I move to Approve Amendment No. 2 to City Contract No. 2014-35 to increase the contract amount to \$350,000.00 and extend the Contract to March 31, 2016."

Jeffrey S. Tripp, A.A.E.  
Airport Director



ADDENDUM 2

ADDENDUM TO CITY OF REDMOND CONSULTANT SERVICES CONTRACT  
CONTRACT NO. 2014-35  
SmithAmundsen, LLC (Consultant)

THIS ADDENDUM amends the City of Redmond Consultant Services Contract #2014-35 dated May 2, 2014 between the CITY OF REDMOND, a municipal corporation of the state of Oregon, hereinafter referred to as "CITY" and SMITHAMUNDSEN, LLC, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, CITY and CONSULTANT entered into a Contract dated May 02, 2014 with a termination date of March 31, 2015.

WHEREAS, addendum no. 1 placed the contract amount above the \$50,000 signature authority of the City Manager and therefore required City Council approval.

WHEREAS, a revised contract amount not to exceed \$100,000.00 was approved by Council.

WHEREAS, the current term of the agreement expires on March 31, 2015 and can be extended for two, one-year terms.

WHEREAS, the total amount Fees for Services previously authorized by Council needs to be increased.

WHEREAS, modification to the amount and type of insurance coverage required by the City are necessary.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties agree as follows:

City shall exercise the first one-year option to extend the contract to March 31, 2016.

City shall increase the total contract amount to \$350,000.00.

Consultant shall provide increased insurance coverage to provide commercial general liability in the amount of \$1 million per occurrence/\$2 million aggregate, professional liability insurance in the amount of \$2 million per occurrence, \$4 million aggregate and establish automobile liability of \$1 million.

Except as specifically amended herein, all other terms and conditions of City of Redmond Contract No. 2014-35 shall remain unchanged.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF REDMOND

SmithAmundsen, LLC

\_\_\_\_\_

\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_



## 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:** March 31, 2015  
**TO:** Mayor and Council Members  
**FROM:** Jason Neff, Deputy Director of Central Services  
**THROUGH:** Keith Witcosky, City Manager  
**SUBJECT:** Adopt FY 2014/15 Budget Adjustments #3 Resolution

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### Report in Brief:

The attached resolution makes budget adjustments to two funds due to unplanned expenditures and revenues in the FY 2014/15 budget. The budget adjustment resolution includes supplemental budgets.

### Background:

Supplement budgets are permitted under Oregon Revised Statute (ORS) 294.071. Per the ORS: A notice of the meeting to discuss a supplemental budget was published greater than or equal to five days before this meeting.

### Discussion:

The resolution includes the following budget adjustments to the funds listed below:

#### *Supplemental Budgets*

- Airport Fuel Tanks and Legal Fees (Airport Fund):  
On March 17, 2015 Council approved a contract with Mascott Equipment for the purchase of aviation fuel storage tanks. To account for the purchase, the Capital Outlay appropriation needs to be increased by \$344,000 which will be covered by the Airport operating contingency. In addition, the airport is anticipating larger legal fee expenses related to FBO activity than originally expected. As such, the Materials & Services appropriation needs to be increased by \$170,000 which will be covered by a greater than estimated Beginning Fund Balance for FY 14/15.

#### Airport Fund

Beginning Fund Balance	\$ 170,000	Materials & Services	\$ 170,000
		Capital Outlay	\$ 344,000
		Contingency	(\$ 344,000)
Total Change to Resources	\$ 170,000	Total Change to Expenditures	\$ 170,000

- Senior Center Grease Trap Interceptor Replacement (General Fund):  
The City of Redmond owns and maintains the Senior Center. It has become necessary to replace and upgrade the grease trap interceptor that serves the facility. The existing interceptor has reached its useful life, evidenced by cracks and drainage issues, which leads to unsanitary conditions and poses safety issues. The current interceptor is also too small to properly serve the intensity of use at the facility. Staff estimates a full replacement at \$12,000 or less which will be covered by the General Fund operating contingency.

General Fund

		Capital Outlay	\$ 12,000
		Contingency	(\$ 12,000)
Total Change to Resources	\$ 0	Total Change to Expenditures	\$ 0

**Alternative Courses of Action:**

1. Adopt the FY 2014/15 budget adjustments.
2. Deny the budget adjustments.
3. Request further information.

**Recommendation/Suggested Motion:**

"I move to adopt Resolution #2015-04 adjusting the City's FY 2014/15 budget."

Jason Neff,  
Deputy Director, Central Services

**CITY OF REDMOND  
RESOLUTION NO. 2015-04**

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

**WHEREAS**, the City of Redmond will have unexpected and unbudgeted resources and expenditures for FY 2014/15.

**WHEREAS**, under Oregon Revised Statute 294.071, the governing body of a municipal corporation may make one or more supplemental budgets to change appropriation authority.

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

**SECTION ONE:** The City of Redmond City Council hereby adopts the following Budget Adjustments for FY 2014/15, in the following funds with the following changes, now on file at City Hall.

**SECTION TWO:** The amounts for the fiscal year beginning July 1, 2014, are hereby adjusted as follows:

AIRPORT FUND	Resources	Expenditures
Beginning Fund Balance	\$ 170,000	
Materials & Services		\$ 170,000
Capital Outlay		\$ 344,000
Contingency		(\$ 344,000)
<b>Change to Airport Fund</b>		<b>\$ 170,000</b>
<b>Change to Airport Fund – Total Appropriations</b>		<b>\$ 170,000</b>

On March 17, 2015 Council approved a contract with Mascott Equipment for the purchase of aviation fuel storage tanks. To account for the purchase, the Capital Outlay appropriation needs to be increased by \$344,000 which will be covered by the Airport operating contingency. In addition, the airport is anticipating larger legal fee expenses related to FBO activity than originally expected. As such, the Materials & Services appropriation needs to be increased by \$170,000 which will be covered by a greater than estimated Beginning Fund Balance for FY 14/15.

GENERAL FUND	Resources	Expenditures
Capital Outlay		\$ 12,000
Contingency		(\$ 12,000)
<b>Change to General Fund</b>		<b>\$ 0</b>
<b>Change to General Fund – Total Appropriations</b>		<b>0</b>

The City of Redmond owns and maintains the Senior Center. It has become necessary to replace and upgrade the grease trap interceptor that serves the facility. The existing interceptor has reached its useful life, evidenced by cracks and drainage issues, which leads to unsanitary conditions and poses safety issues. The current interceptor is also too small to properly serve the intensity of use at the facility. Staff estimates a full replacement at \$12,000 or less which will be covered by the General Fund operating contingency.

**SECTION THREE:** This resolution shall be effective this 31<sup>st</sup> day of March 2015.

**ADOPTED** by the City Council and **SIGNED** by the Mayor this 31<sup>st</sup> day of March 2015.

\_\_\_\_\_  
George Endicott, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Morse, City Recorder

**CITY OF REDMOND  
STUDENT PARTICIPATION IN CITY COMMISSIONS**

Did you realize that you can have an impact on the future of your community? How it is built, how it is planned, what types of park amenities are provided, etc. Every month over 100 city volunteers meet and work with city staff on recommendations for the Redmond City Council regarding the future of the City of Redmond. However, most of the volunteers are adults and we are interested in hearing from you too – the youth of our community. The City of Redmond is interested in having a student participate on the City's commissions and committees who can provide the perspective of how these decisions impact the youth of our community and what living in Redmond feels like for the youth. You are our future and we are planning our future so it is vital that your voice is heard in this process. The appointment is for one school year. This is a great opportunity to do something for your community and gain "real-world" experience in planning and government.

If you are interested, please fill out the application below and return to Heather Richards at the City of Redmond, 716 SW Evergreen Avenue, or heather.richards@ci.redmond.or.us.

WHAT COMMISSION/COMMITTEE ARE YOU APPLYING FOR: Budget Committee

NAME: Terrick Allman

SCHOOL YOU ATTEND: Ridgeview H.S. GRADE: 9

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

How long have you lived in the City of Redmond? 10+ years

Why are you interested in this commission? My father has encouraged me to get involved in the community, and I believe this will look good on a college application.

\_\_\_\_\_

\_\_\_\_\_