City Council Agenda

City Manager:
Gino Grimaldi
City Recorder:
Amy Sowa 541.726.3700

City Hall
225 Fifth Street
Springfield, Oregon 97477
541.726.3700
Online at www.springfield-or.gov

Mayor
Christine Lundberg

City Council
Sean VanGordon, Ward 1
Hillary Wylie, Ward 2
Sheri Moore, Ward 3
Dave Ralston, Ward 4
Marilee Woodrow, Ward 5
Joe Pishioneri, Ward 6

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available. To arrange for these services, call 541.726.3700.
Meetings will end prior to 10:00 p.m. unless extended by a vote of the Council.

All proceedings before the City Council are recorded.

March 7, 2016

6:00 p.m. Work Session
Jesse Maine Room

(Council work sessions are reserved for discussion between Council, staff and consultants; therefore, Council will not receive public input during work sessions. Opportunities for public input are given during all regular Council meetings)

CALL TO ORDER

ROLL CALL - Mayor Lundberg ___, Councilors VanGordon___, Wylie___, Moore____, Ralston___, Woodrow ___, and Pishioneri ___.

1. Proposed Regulations of Medical and/or Recreational Marijuana.
   [Jim Donovan] (25 Minutes)

2. Lane Transit District (LTD) Annual Route Review.
   [Emma Newman] (30 Minutes)

ADJOURNMENT

7:00 p.m. Regular Meeting
Council Meeting Room

CALL TO ORDER

ROLL CALL - Mayor Lundberg ___, Councilors VanGordon___, Wylie___, Moore____, Ralston___, Woodrow ___, and Pishioneri ___.

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT

1. Mayor's Recognition

   a. Women in Construction Week Proclamation.
      [Mayor Lundberg] (05 Minutes)

   b. Una Nation of Mixed Bloods Proclamation.
      [Mayor Lundberg] (05 Minutes)

2. Other

   a. 2015 Groundwater Guardian Presentation to City Council.
      [Linda Pauly] (05 Minutes)

   b. City of Springfield, Employer of the Year Award.
      [KarLynn Akins] (05 Minutes)

CONSENT CALENDAR

1. Claims

2. Minutes

   a. January 19, 2016 – Work Session
   b. January 25, 2016 – Work Session

3. Resolutions

4. Ordinances

5. Other Routine Matters

   a. Authorize the City Manager to Sign an Agreement Amending the Agreement between the Lane Radio Interoperability Group partners to Provide for Additional System Manager Services through Lane County.
   b. Approve Direct Appointment of AMEC Foster Wheeler for the Channel 6 Firm Update Engineering Services Contract in the Amount of $50,993 and Authorize the City Manager to Execute the Contract.

MOTION: APPROVE/REJECT THE CONSENT CALENDAR

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARINGS - **Please limit comments to 3 minutes. Request to speak cards are available at both entrances. Please present cards to City Recorder. Speakers may not yield their time to others.**

1. An Ordinance Amending Chapter 6, Vehicles and Traffic, Adding Section 6.112 to the Springfield Municipal Code, Unlawful Transfer on Vehicular Portion of the Right-of-Way.
   [Tim Doney] (15 Minutes)\

   ORDINANCE NO. 1 – AN ORDINANCE AMENDING CHAPTER 6, VEHICLES AND TRAFFIC, ADDING SECTION 6.112 TO THE SPRINGFIELD MUNICIPAL CODE, UNLAWFUL TRANSFER ON VEHICULAR PORTION OF THE RIGHT-OF-WAY (FIRST READING)

   NO ACTION REQUESTED. FIRST READING ONLY.

2. Supplemental Budget Resolution.
   [Bob Duey] (10 Minutes)

   RESOLUTION NO. 1 – A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS: GENERAL, SPECIAL REVENUE, COMMUNITY DEVELOPMENT, REGIONAL WASTEWATER DEBT SERVICE, REGIONAL WASTEWATER REVENUE BOND CAPITAL PROJECT, DEVELOPMENT ASSESSMENT CAPITAL, STORM DRAINAGE CAPITAL, REGIONAL WASTEWATER CAPITAL, STORM DRAINAGE IMPROVEMENT SDC STORM DRAINAGE REIMBURSEMENT SDC, SANITARY SEWER REIMBURSEMENT SDC, SANITARY SEWER IMPROVEMENT SDC, SDC TRANSPORTATION REIMBURSEMENT, SDC TRANSPORTATION IMPROVEMENT, REGIONAL WASTEWATER AND VEHICLE & EQUIPMENT FUNDS.

   MOTION: ADOPT/NOT ADOPT RESOLUTION NO. 1.

BUSINESS FROM THE AUDIENCE - **Limited to 20 minutes. Please limit comments to 3 minutes. Request to Speak cards are available at both entrances. Please present cards to City Recorder. Speakers may not yield their time to others.**

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

1. Correspondence from Jennifer Leigh Clough, Springfield, Oregon, Regarding a Dog Mauling Incident.
2. Correspondence from Gail Riggs, Springfield, Oregon, Regarding the Unlawful Transfer Ordinance.
3. Correspondence from Thomas S. Watkins, Eugene, Oregon, Regarding the Unlawful Transfer Ordinance.

MOTION: ACCEPT FOR FILING AND/OR PROVIDE STAFF DIRECTION/FOLLOWUP.

BIDS

ORDINANCES

1. Update Springfield Municipal Code Section 5.104 "Misdemeanors and Violations – State Statutes Adopted".
   [Mary Bridget Smith] (05 Minutes)

   ORDINANCE NO. 2 – AN ORDINANCE AMENDING CHAPTER 5, "PUBLIC PROTECTION" SECTION 5.104 "MISDEMEANORS AND VIOLATIONS – STATE STATUTES ADOPTED" OF THE SPRINGFIELD MUNICIPAL CODE (SMC) TO ADOPT BY REFERENCE, OREGON REVISED STATUTES (ORS) CHAPTERS 161, 162, 163, 164, 165, 166, 167, 181, 471, 475 AND ORS 480.110 TO 480.160 THEREBY ADOPTING STATE ORS CRIMINAL STATUTES (FIRST READING).

   NO ACTION REQUESTED. FIRST READING ONLY.

2. Proposed Changes to Springfield Municipal Code 5.300 and 7.450-452 to Address Recent Changes in State Law Regarding E-cigarettes.
   [Mary Bridget Smith] (15 Minutes)

   ORDINANCE NO. 3 – AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE SECTION 5.300 REGARDING SALE AND DISTRIBUTION OF TOBACCO, TOBACCO PRODUCTS, AND INHALANT DELIVERY SYSTEMS TO MINORS.

   ORDINANCE NO. 4 – AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE SECTION 7.450 and 7.452 REGARDING TOBACCO AND INHALANT DELIVERY SYSTEM VENDING.

   NO ACTION REQUESTED. FIRST READING ONLY.

3. Amend Springfield Municipal Code 2.005.
   [Amy Sowa] (05 Minutes)

   ORDINANCE NO. 5 – AN ORDINANCE AMENDING CHAPTER 2, "GOVERNMENT AND ADMINISTRATION" SECTION 2.005 "TERRITORY - WARDS" OF THE SPRINGFIELD MUNICIPAL CODE (SMC) TO ADOPT LEGISLATIVE CHANGES TO SIZE OF PRECINCTS (FIRST READING)

   NO ACTION REQUESTED. FIRST READING ONLY.

BUSINESS FROM THE CITY COUNCIL

1. Committee Appointments

2. Business from Council

   a. Committee Reports

   b. Other Business

BUSINESS FROM THE CITY MANAGER

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

AGENDA ITEM SUMMARY		
	Meeting Date:	3/7/2016
	Meeting Type:	Work Session
	Staff Contact/Dept.:	Jim Donovan
	Staff Phone No:	(541)726-3660
	Estimated Time:	25 minutes
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

ITEM TITLE:	PROPOSED REGULATIONS OF MEDICAL AND/OR RECREATIONAL MARIJUANA
ACTION REQUESTED:	Council is requested to review and discuss the attached Proposed Springfield Development Code Amendments.
ISSUE STATEMENT:	Review and discuss proposed regulations that identify the zoning districts, the separation distance between certain uses and proposed marijuana businesses, and the site standards for the production and processing of marijuana and marijuana products as licensed by the Oregon Liquor Control Commission (OLCC) and the Oregon Health Authority (OHA).
ATTACHMENTS:	1. Proposed Amendments to the Springfield Development Code Allowing Medical and Recreational Marijuana Facilities in Certain Zoning Districts 2. Map of Key Buffer Discussions
DISCUSSION/ FINANCIAL IMPACT:	In November 2015, the Council conducted a work session discussion regarding the potential appropriate regulation of recreational marijuana activities approved by voters as Measure 91 in November, 2014. This new law legalized the growth, sale, and use of marijuana for recreational purposes. The Council discussion focused on three major topics: Taxes, business licensing, and land use regulation. At the conclusion of the 11/9/15 work session, the Council directed staff to schedule work sessions of the Planning Commission to discuss the various options available in the Development Code to regulate the four activities subject to licensing by the OLCC: production, processing, wholesaling, and retailing. The Council did not indicate a preference for allowances or prohibitions; they wanted the Planning Commission to explore these topics and then provide the Council with options. The Council did indicate a concern that an overly aggressive site eligibility regulation based on separation between uses might make most sites unsuitable and therefore artificially limit the potential number of businesses. With this possible outcome in mind, the two Planning Commission work sessions conducted in December and the final work session in January included several maps displaying site availability for each license type. Largely due to the information provided by these maps, the Planning Commission has recommended various separation standards (all statutory setbacks are observed) that are included in the proposed Code going before the Planning Commission at public hearing on March 1, 2016. In summary, the proposed amendments allow retail businesses in two commercial zoning districts, and allow wholesaling, production and processing in three industrial zoning districts; these uses are prohibited in all other zones and anywhere outside the city limits. Where production and processing are proposed, these activities may either be indoors with mechanically controlled ventilation systems, or outdoors; on lots at least 5 or 10 acres in size depending on the size of the operation; and separated from any district allowing residential use by either 500 feet or 1,000 feet depending upon the size of the operation.

PROPOSED SPRINGFIELD DEVELOPMENT CODE (SDC) AMENDMENTS TO ALLOW MEDICAL AND RECREATIONAL MARIJUANA FACILITIES IN CERTAIN ZONING DISTRICTS (3/1/16)

This proposed action amends the following Sections of the Springfield Development Code:

1) Subsection 3.2-200 Residential Zoning Districts; Subsection 3.2-210 Schedule of Use Categories; Subsection 3.2-300. Commercial Zoning Districts; Subsection 3.2-310 Schedule of Uses Categories; Subsection 3.2-400 Industrial Zoning Districts; 3.2-410 Schedule of Use Categories; Subsection 3.2-415 Schedule of Campus Industrial Use Categories; Subsection 3.2-600 Mixed Use Zoning Districts; Subsection 3.2-610 Schedule of Use Categories; Subsection 3.4-200 Glenwood Riverfront Mixed Use Plan District; Subsection 3.4-255 Prohibited Uses; Subsection 4.7-177 Marijuana Uses; Subsection 6.1-110 Meaning of Specific Words and Terms. These amendments will allow medical and recreational marijuana retail sales in the Community Commercial and Major Retail Commercial Zoning Districts; will allow marijuana production, processing and wholesale sales in the Light Medium, Heavy and Special Heavy Industrial Zoning Districts; will establish Subsection 4.7-177 describing specific development standards for each licensed use in each affected zoning district; and will add definitions consistent with state statutes.

I. The use tables of the Springfield Development Code are proposed to be amended as follows:

3.2-300 Commercial Zoning Districts

Commentary. Marijuana retail sales are proposed to be permitted in the Community Commercial (CC) and Major Retail Commercial (MRC) Zoning Districts under Special Use standards as noted below and detailed under Special Use Standards section.

Marijuana retail sales are proposed to be prohibited in the Neighborhood Commercial (NC) and General Office Zoning Districts for the following reasons:

1) The NC (Neighborhood Commercial) Zoning District, while listed under "Commercial Districts", is discussed under the Metro Plan Residential Designation where "neighborhood commercial services" are allowed as auxiliary uses. The SDC limits the NC Zoning District to not more than 3 acres in size consisting of a neighborhood market, hair salon, etc. serving the neighborhood and it is typically surrounded by residential zoning districts. The proposed separation and buffer restrictions proposed in Subsection 4.7-177 below either would be difficult to, or cannot be met.
2) The GO (General Office) Zoning District, which is considered a buffer between more intense commercial uses and residential uses does allow retail uses as a secondary use. However, retail uses are limited to no more than 10 percent of the gross floor area of the office building in which they are sited and are typically serving the primary office uses. If retail sales are to be buffered from residential districts, any separation standards would be virtually impossible to meet. For these reasons, staff proposes that marijuana retail outlets should not be permitted in the GO Zoning District.
3) After PC discussion of zoning principles and the lack of crime statistics to support safety concerns, state licensed commercial daycare businesses are not buffered in this proposal.

Proposed text is <u>underlined</u> and highlighted in yellow.

3.2-310 Schedule of Use Categories

	Commercial Districts			
Categories/Uses	**NC**	**CC**	**MRC**	**GO**
Marijuana Business (Section 4.7-177)				
Marijuana Retail Outlet (Recreational or Medical)	**N**	**S***	**S***	**N**

Note: S* refers to a use that is permitted subject to Special Use Standards, an asterisk denotes site plan review.

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Section 3.2-400 Industrial Zoning Districts

Commentary. This section addresses several issues identified with production of marijuana, processing of marijuana products or wholesaling of marijuana. Staff research of other jurisdictions, state statutes and code structure leads to the proposal not to permit marijuana dispensaries or retail outlets within industrial zoning districts as a primary or secondary use. The LMI (Light Medium Industrial) and HI (Heavy Industrial Zoning) Districts do not permit retail uses as a primary use, which includes, but is not limited to: manufacturing; warehousing; and research, development and testing laboratories. While these zoning districts do allow secondary uses serving or related to the primary industrial uses, they are limited to those serving the employees of the primary industrial use. There are no secondary retail uses in these zoning districts. In addition, the SHI (Special Heavy Industrial) Zoning District is located outside of the Springfield city limits and is therefore not eligible for marijuana dispensaries, which are required to be located only within Springfield's city limits due to the operational requirements contained in the Springfield Municipal Code Chapter 7. The Springfield Municipal Code does not apply outside of the city limits.

3.2-410 Schedule of Use Categories

	Industrial Districts		
Use Categories/Uses	**LMI**	**HI**	**SHI**
Marijuana Business (Special Use Standards Section 4.7-177)			
Production Facilities Indoor/Outdoor, Tier I-II Canopy Regulations-	**N**	**S***	**S***
Processing Facilities	**S***	**S***	**N**
Wholesale Facilities	**S***	**S***	**N**
Marijuana Retail Outlets or Sales, as a primary or secondary use.	**N**	**N**	**N**

Note: S* refers to a use that is permitted subject to Special Use Standards, an asterisk denotes site plan review.

3.2-415 Schedule of Campus Industrial Use Categories

Commentary. While the CI (Campus Industrial) Zoning District does allow certain retail uses, these uses are also intended to be secondary to the permitted primary Campus Industrial uses. The purpose of these permitted secondary retail uses is to serve the employees of the CI Zoning District. A retail use will serve customers from all over the metropolitan area and, therefore, is not considered secondary to permitted primary uses specified in SDC Subsection 3.2-415. All other marijuana uses will not meet operational or other standards of the district.

Staff proposes adding marijuana dispensaries to the CI prohibited use list:

Prohibited Uses	
Marijuana Business	**N**

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3.4-200 Glenwood Riverfront Mixed-Use Plan District

Commentary. Springfield has two sets of mixed-use zoning district. One applies to Glenwood Phase 1 only; the other to the rest of the City. This section addresses the Glenwood Riverfront Mixed-Use Plan Districts.

All the zoning in Glenwood Riverfront Mixed-Use Plan District is either Employment Mixed-Use, Commercial Mixed-Use, Office Mixed-Use or Employment Mixed-Use. Any permitted primary uses in these zoning districts were limited to prevent conflicts with retail uses in downtown Springfield or other commercial areas and purposefully create a distinct business environment. Additionally, the purpose of permitted secondary retail uses in Glenwood is to serve either the residents or employees of a building, not the general public. Therefore, marijuana uses would not be allowed as a primary or secondary use in these zoning districts.

3.4-255 Prohibited Uses

The following uses are similar in nature to other prohibited retail and industrial uses and shall be added to the list of prohibited uses within the Glenwood Riverfront Mixed-Use Plan District:
Marijuana Business.

Section 3.2-600 Mixed Use Zoning Districts

Commentary. These mixed use zoning districts are distinct from Glenwood districts, and differ in permitted uses, notably residential uses are allowed under all three districts. Therefore it would be very difficult to regulate any separation between retail or any other marijuana uses and the desired residential uses. For these reasons staff recommends no marijuana uses be permitted in any mixed use district having a residential district.

3.2-610 Schedule of Use Categories

	Districts		
Categories/Uses	MUC	MUE	MUR
Marijuana Business			
Production, Processing, Wholesaling, Retail	N	N	N

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Section 3.2-200 Residential Zoning Districts

Commentary. Marijuana businesses are prohibited in all standard residential districts by state statute, and verified for local compliance prior to the issuance of a license. This code section is intended to be consistent with those statutes.

3.2-210 Schedule of Use Categories

	Districts			
Categories/Uses	LDR	SLR	MDR	HDR
Marijuana Business (4.7-177)				
Production, Processing, Wholesaling, Retail	N	N	N	N

II. The following new Special Use Standards are proposed to be added to Code Section 4.7 as indicated by asterisk in the permitted use tables above:

Section 4.7-177 Marijuana Uses

Commentary. SDC 4.7-100 currently contains "special use" standards for a number of permitted uses in various zoning districts. These "special use" standards typically involve specific standards designed to control location or mitigate impacts of a use on surrounding properties. The following proposed Subsection provides specific standards for permitting marijuana uses consistent with statutory regulations, Springfield Municipal Code and as recommended or requested for consideration by City Council or the Planning Commission.

A. l Marijuana Retail Outlets shall be:

1. Licensed or registered and operated in accordance with Oregon Revised Statutes and applicable Oregon Administrative Rules.

2. Licensed and regulated as specified in Chapter 7 of the Springfield Municipal Code;

3. Located on and take access from an arterial or collector street; and

4. Fully contained in a permanent building in the Community Commercial or Major Retail Commercial Zoning Districts.

5. Prohibited in any district except CC and MRC.

B. Where permitted by this Code, Marijuana Retail Outlets shall not be located:

Commentary. The following section is designed to be consistent with state statutes and recommendations or requests for consideration by the Planning Commission or City Council.

1. At the same address as another licensed or registered marijuana business;

2. Within 1,000 feet of the real property comprising a public or private elementary, secondary or career school attended primarily by minors ("within 1,000 feet" means a straight line measurement in a radius extending for 1,000 feet or less in every direction from any point on the boundary line of the real property comprising an existing public or private elementary, secondary or career school primarily attended by minors);

3. Within 1,000 feet of another l Marijuana Retail Outlet ("within 1,000 feet" means a straight line measurement in a radius extending for 1,000 feet or less in every direction from any point on the boundary line of the real property compromising a retail outlet);

Commentary. The following proposed standards are not listed in statute; the intent was to provide additional protection of children. See the Cole Memorandum[1]. Staff reviewed adopted or proposed medical marijuana dispensary zoning regulations from Ashland, Beaverton and Salem and found that they addressed parks, pre-schools and certified day care facilities. See Medical Marijuana Dispensaries – Other City Comparisons. Staff originally proposed 1,000 feet of separation between parks, pre-schools and certified day care centers. However, based upon input from the marijuana industry representatives (250 foot from parks) and the 100O foot buffer initially discussed, the 500 foot proposal represents a compromise of buffering. Pre-schools and day care facilities located in residential zoning districts will be addressed in the proposed residential setback locational standard below.

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[1] In a memorandum to all United States Attorneys dated August 29, 2013, James M. Cole, Deputy Attorney General distributed information on Guidance Regarding Marijuana Enforcement. The memorandum states in part: *"…the Department (Justice Department) in recent years has focused its efforts on certain enforcement priorities that are particularly important to the federal government…. Preventing the distribution of marijuana to minors…. The Department's guidance in this memorandum rests on tis expectation that states and local governments that have enacted* [and/or are proposing to] *laws authorizing marijuana-related conduct will implement strong and effective regulatory and enforcement systems that will address the threat those state laws could pose to public safety, public health, and other law enforcement interests…."* The Oregon Legislature has adopted Medical Marijuana regulations enacted by Senate Bill 1531 (2014) which grants Springfield the authority to adopt ordinances within the city limits that impose reasonable regulations on the operation of medical marijuana facilities registered under ORS 475.314 that are consistent with the latest directive.

4. Within 500 feet of parks where minors congregate ("within 500 feet" means a straight line measurement in a radius extending for 500 feet or less in every direction from any point on the boundary line of the real property compromising a l Marijuana Retail Outlet).

Commentary. Setbacks from residential zoning districts. These standards are not listed in statute; the intent is to provide additional protection of children. This topic was initially discussed with City Council during review of regulations amending the Springfield Municipal Code to regulate licensing medical marijuana dispensaries in the City. A number of options were mentioned from 1,000 feet to 100 feet and possible distanced in between. Staff reviewed adopted, or soon to be adopted, medical marijuana dispensary zoning regulations from Ashland, Beaverton and Salem regarding setbacks from residential zoning districts. Staff found Ashland proposed a 200 foot setback, Salem proposed a 100 foot setback and Beaverton has no setback. Please note that when zoning was first applied along Main Street, commercial zoning included a 200 foot-wide swath that created a number of lots that were split zoned Community Commercial and residential. The linear pattern of Main Street also would prohibit the establishment of any medical marijuana dispensaries in this area if a 1,000 or even 200 foot setback was to be imposed. Staff prepared maps showing a proposed 50 foot and 100 foot setback from residential properties along Main Street and in other areas of Springfield where Community Commercial and Major Retail Commercial zoning occurs for review of Council and Planning Commission. Based upon input from Council, the Commission and initial feedback from marijuana industry representatives, a 50 foot setback was proposed. The 50 foot option should cover all residential pre-schools and day care facilities in the residential zoning districts and ensure that no retail outlet is located immediately adjacent to a residential zone. No separate setback for commercial day care facilities is proposed.

5. Within 50 feet of any residential zoning district ("within 50 feet" means a straight line measurement in a radius extending for 50 feet, including public right-of-way, in every direction from any point of the property containing a Marijuana Retail Outlet

C. Additional Marijuana Retail Outlet Regulations. A Marijuana Retail Outlet shall:

1. Not have a drive-up window;

2. Not operate from any temporary facility in any zone.

3. Provide for secure disposal of marijuana remnants or by-products, which shall not be placed within the businesses exterior refuse containers.

4. Not include outdoor storage of merchandise, raw materials, or any other material associated with retail sales.

5. Preclude any use of products on site unless expressly exempted by state statute.

6. Not be allowed as a home occupation in any zone.

Commentary: The following proposed Subsection provides specific standards for permitting production, processing or wholesale marijuana uses consistent with statutory regulations, Springfield Municipal Code and as recommended or requested for consideration by City Council or the Planning Commission.

D. Industrial Uses

Commentary: Discussions with the Planning Commission of characteristics related to production identified a need for reasonable operating and location conditions designed to mitigate olfactory impacts related to outdoor and indoor grow operations. The state defines two tiers of canopy sizes for indoor and outdoor grows under Production licenses:

Indoor Production	Outdoor Production
Tier 1- Up to 5,000 square feet	Tier 1- up to 20,000 square feet
Tier II- 5001-10,000 square feet	Tier II- 20,001-40,000 square feet

Considering the potential olfactory impacts related to both indoor and outdoor production and other site design characteristics required for site plan and MDS approval the following special standards are proposed by staff for production within the Heavy Industrial District:

Production Facilities

1. Indoor Production Facilities licensed by the State of Oregon as a Tier 1 operation shall be located within a permanent structure on a lot no smaller than 1 acre in size, shall not be located within 500 feet of any zoning district allowing residential use, and shall provide a controlled exhaust system with filters designed to significantly reduce or eliminate odors at the property line.

2. Indoor Production Facilities licensed by the State of Oregon as a Tier II operation shall be located within a permanent structure on a lot no smaller than 5 acres in size, shall not be located within 1000 feet of any zoning district allowing residential use, and shall provide a controlled exhaust system with filters designed to significantly reduce or eliminate odors at the property line.

3. Outdoor Production Facilities licensed by the State of Oregon as a Tier I operation shall be located on a lot no smaller than 5 acres in size, shall not be located within 1000 feet of any zoning district allowing residential use, and shall be screened or secured in accordance with state statutes and this code for outdoor storage. Any structure on site used for production purposes shall provide a controlled exhaust system with filters designed to significantly reduce or eliminate odors at the property line.

4. Outdoor Production Facilities licensed by the State of Oregon as a Tier II operation shall be located on a lot no smaller than 10 acres in size, shall not be located within 1000 feet of any zoning district allowing residential use and shall be screened or secured in accordance with state statutes and this code for outdoor storage. Any structure on site used for production purposes shall provide a controlled exhaust system with filters designed to significantly reduce or eliminate odors at the property line.

Commentary: Discussions with the Planning Commission of the known characteristics related to processing identified a need for reasonable operating conditions designed to mitigate impacts related to the most intense processing operations, notably extraction with butane or other chemicals.

Processing Facilities

1. Processing Facilities performing testing, including marijuana testing laboratories, processing, or manufacture of edibles or concentrates shall be located within LMI or HI Districts and be completely enclosed within a permanent structure provide with a controlled exhaust system with filters designed to significantly reduce or eliminate odors at the property line.

2. Processing Facilities processing cannabinoid extracts shall be located within HI Districts, shall be located 500 feet from any district allowing residential use and be completely enclosed within a permanent structure provide with a controlled exhaust system with filters designed to significantly reduce or eliminate odors at the property line and shall be subject to Type II Site Plan Review.

3. Licensed or registered and operated in accordance with Oregon Revised Statutes and applicable Oregon Administrative Rules.

4. Licensed and regulated as specified in Chapter 7 of the Springfield Municipal Code;

5. Located on and take access from an arterial or collector street; and

Commentary: Discussions with the Planning Commission of the known characteristics related to production identified a need for reasonable operating conditions designed to mitigate olfactory impacts related to outdoor and indoor grow operations.

Wholesale Facilities

1. Licensed or registered and operated in accordance with Oregon Revised Statutes and applicable Oregon Administrative Rules.

2. Licensed and regulated as specified in Chapter 7 of the Springfield Municipal Code.

3. Located on and take access from an arterial or collector street.

4. Within 50 feet of any residential zoning district ("within 50 feet" means a straight line measurement in a radius extending for 50 feet, including public right-of-way, in every direction from any point of the property containing a Marijuana Retail Outlet.

5. No retail sales shall be permitted from any wholesale marijuana distribution facility.

6. No outdoor storage of any marijuana items shall occur at a wholesale marijuana distribution facility.

Commentary. The intent of the Subsection below is to not penalize existing marijuana dispensaries that have been: 1) approved prior to these proposed amendments; or 2) if a school, park or another protected use locates within a proposed locational standard area after a marijuana business has been approved under these proposed regulations.

E. The siting of a future school, daycare or park use that affects a licensed marijuana business existing at the time of the siting, shall not make the existing marijuana business in violation of the locational standards specified in this Code, nor shall it be grounds to refuse to renew a license.

F. In the event that a licensed or registered marijuana business is existing on [**INSERT EFFECTIVE DATE OF ORDINANCE HERE**], that existing use is allowed to continue as approved. In the event a marijuana business is unoccupied, discontinued or unlicensed for 6 months or more after the above date, it shall be subject to the non-conforming use standards of Section 5.8-100 of this code.

Commentary. In addition to meeting the proposed locational standards, establishment of marijuana businesses will require the following applicable planning review process. All marijuana businesses are required to be located on properties annexed to the City of Springfield to allow enforcement and licensing as prescribed by the Springfield Municipal Code, and all businesses permitted under this code are considered urban uses and are not permitted in the UF/10 Overlay District.

G. Planning Review.

1. When the proposed marijuana business is a change of use in an existing building, Minimum Development Standards (MDS) as specified in Section 5.15-100 will apply.

2. When the proposed marijuana business is to be located in a new building, Site Plan Review standards as specified in Section 5.17-100 will apply.

3. MDS or Site Plan Review approval by the Director will require, in addition to any other conditions of approval, a copy of the state license or registration and a copy of the City of Springfield marijuana business license pursuant to Chapter 7 of the Springfield Municipal Code. These documents shall be required prior to occupancy.

4. All marijuana businesses allowed under this code shall occur on properties inside city limits.

Commentary. The statutory definitions of medical and recreational uses consistent with Chapter 7 of the Springfield Municipal Code will be inserted prior to public review.

Section 6.1-110 Meaning of Specific Words and Terms

Cannabinoid means any of the chemical compounds that are the active constituents of marijuana.

Cannabinoid concentrate means a substance obtained by separating cannabinoids from marijuana by:
(a) A mechanical extraction process; or
(b) A chemical extraction process using a nonhydrocarbon-based or other solvent, such as water, vegetable glycerin, vegetable oils, animal fats, isopropyl alcohol or ethanol.

Cannabinoid edible means food or potable liquid into which a cannabinoid concentrate, cannabinoid extract or dried marijuana leaves or flowers have been incorporated.

Cannabinoid extract means a substance obtained by separating cannabinoids from marijuana by:
(a) A chemical extraction process using a hydrocarbon-based solvent, such as butane, hexane or propane;
(b) A chemical extraction process using the hydrocarbon-based solvent carbon dioxide, if the process uses heat or pressure; or
(c) Any other process identified by the commission, in consultation with the authority, by rule.

Cannabinoid product means a cannabinoid edible and any other product intended for human consumption or use, including a product intended to be applied to the skin or hair that contains cannabinoids or dried marijuana leaves or flowers.

Cultivation or **cultivate** means: all phases of growth of marijuana from seed to harvest.

Marijuana means the plant Cannabis family Cannabaceae, any part of the plant of the Cannabis family Cannabaceae and the seeds of the plant Cannabis family Cannabaceae. "Marijuana" does not include industrial hemp, as defined in ORS 571.300.

Marijuana business means any person or entity appropriately licensed by the Oregon Health Authority or the Oregon Liquor Control Commission that sells, produces, cultivates, grows, wholesales, processes, researches, develops or tests medical marijuana or recreational adult use marijuana within the City of Springfield.

Marijuana grow sites means a specific location registered by the Oregon Health Authority and used by the grower to produce marijuana for medical use by a specific patient.

Marijuana items means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.

Marijuana processing means the preparing, compounding, testing or conversion of marijuana into cannabinoid products, cannabinoid concentrates, and cannabinoid extracts for medical or recreational purposes.

Marijuana production means the manufacture, planting, cultivation, growing, or harvesting of marijuana as licensed by the Oregon Liquor Control Commission or Oregon Health Authority.

Marijuana retailer means a person or entity licensed by the Oregon Liquor Control Commission or Oregon Health Authority to sell marijuana items to a consumer in this state.

Marijuana Retail Outlet means a business location that sells marijuana items to a consumer or patient.

Marijuana testing laboratory means a laboratory that tests marijuana items for producer, processor, wholesaler or retail outlets.

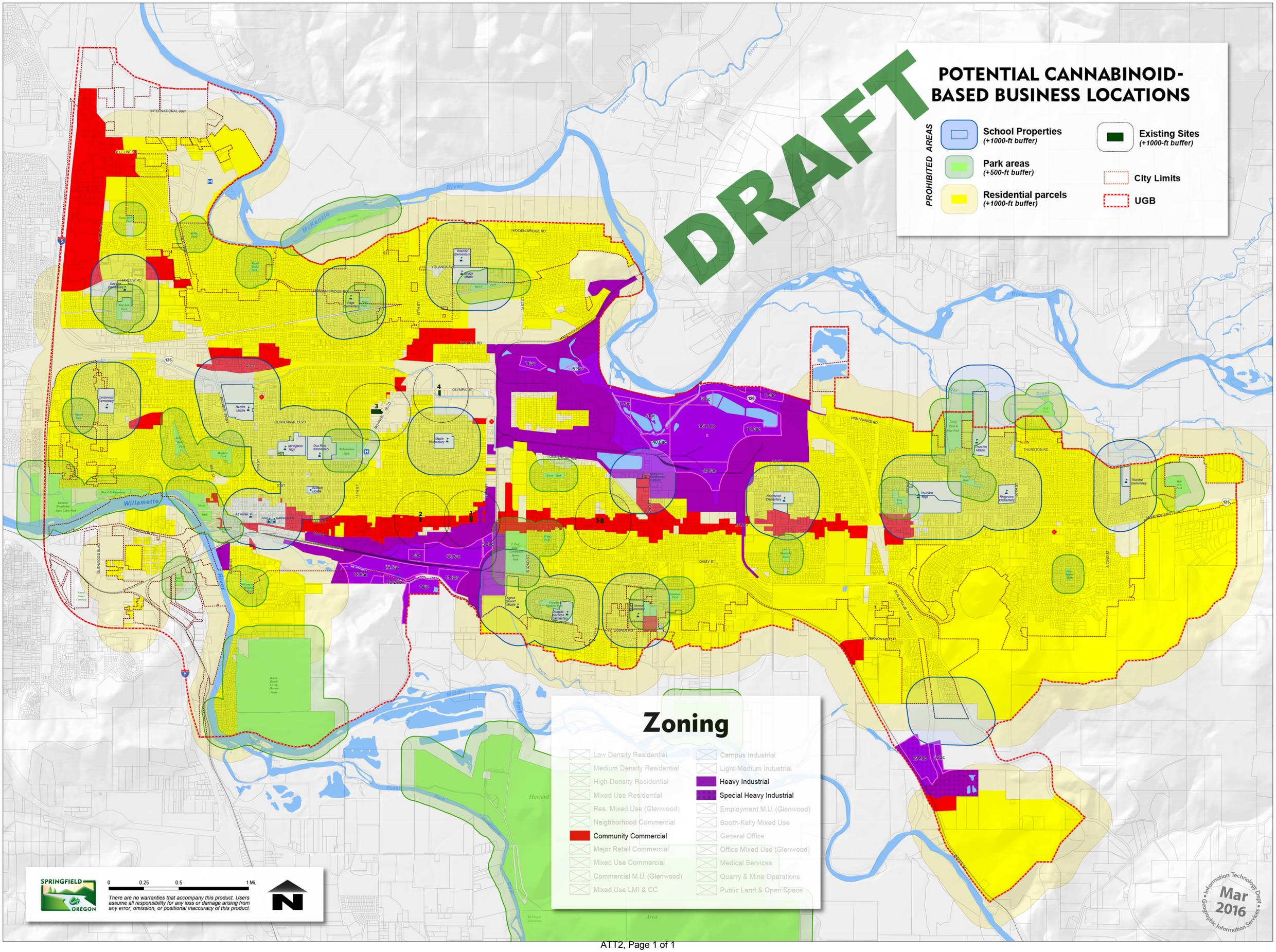
Marijuana wholesaler means a person or entity that purchases marijuana items in this state for resale to a person other than a consumer.

Medical marijuana dispensary means a medical marijuana facility or entity registered with the Oregon Health Authority under ORS 475.300.

Recreational marijuana means any marijuana intended for recreational use which meets all requirements for recreational marijuana contained in this chapter, Oregon state law, and any other applicable law.

School means a building where individuals gather to receive educational instruction, either public or private, except as otherwise specifically defined in this code. School does not include a child care facility as defined in this Chapter.

NOTE: This package of specific code amendment language is supported by the accompanying Staff Report and Findings document containing findings and conclusions in compliance with the standards of the Springfield Development Code for proposed amendments.


DRAFT
POTENTIAL CANNABINOID-BASED BUSINESS LOCATIONS
PROHIBITED AREAS
School Properties
(+1000-ft buffer)
Park areas
(+500-ft buffer)
Residential parcels
(+1000-ft buffer)
Existing Sites
(+1000-ft buffer)
City Limits
UGB
Zoning
Low Density Residential
Medium Density Residential
High Density Residential
Mixed Use Residential
Res. Mixed Use (Glenwood)
Neighborhood Commercial
Community Commercial
Major Retail Commercial
Mixed Use Commercial
Commercial M.U. (Glenwood)
Mixed Use LMI & CC
Campus Industrial
Light-Medium Industrial
Heavy Industrial
Special Heavy Industrial
Employment M.U. (Glenwood)
Booth-Kelly Mixed Use
General Office
Office Mixed Use (Glenwood)
Medical Services
Quarry & Mine Operations
Public Land & Open Space
SPRINGFIELD OREGON
0 0.25 0.5 1 Mi.
There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.
Information Technology Dept • Geographic Information Services •
Mar 2016

AGENDA ITEM SUMMARY		
	Meeting Date:	3/7/2016
	Meeting Type:	Work Session
	Staff Contact/Dept.:	Emma Newman/DPW
	Staff Phone No:	541.726.4585
	Estimated Time:	30 minutes
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

ITEM TITLE:	LANE TRANSIT DISTRICT (LTD) ANNUAL ROUTE REVIEW
ACTION REQUESTED:	Receive a presentation from Lane Transit District (LTD) staff on the proposed Annual Route Review and provide feedback.
ISSUE STATEMENT:	The City Council received a memo briefing on the first draft of the LTD Annual Route Review on February 1st. LTD will present a revised route review to Council and provide an opportunity for questions and feedback regarding the proposed service changes within the LTD system, in particular in Springfield.
ATTACHMENTS:	ATT1: Springfield Annual Route Review Memo revised 2-3-16
DISCUSSION/ FINANCIAL IMPACT:	LTD staff have updated the draft Annual Route Review since the first draft memo was provided to Council in the February 1 communication packet (see Attachment 1). The changes in the revised Annual Route Review draft pertain to section 4, New Service to South of Main connector proposal. Buses were unable to operate out of Thurston Station with the original configuration included in the first draft, the southbound left turn from Daisy onto 42nd St was not feasible due to safety and sight distance concerns, and there was lack of certainty as to whether LTD could operate along Daisy St. Due to these concerns, the revised proposal shows a new configuration to provide additional bus service to the area south of Main St. The LTD Board will host a public hearing on March 16th to receive feedback from the public on the draft Annual Route Review.

Lane Transit District
P. O. Box 7070
Eugene, Oregon 97401

(541) 682-6100
Fax (541) 682-6111

February 29, 2016

MEMORANDUM

TO: Angelynn Pierce

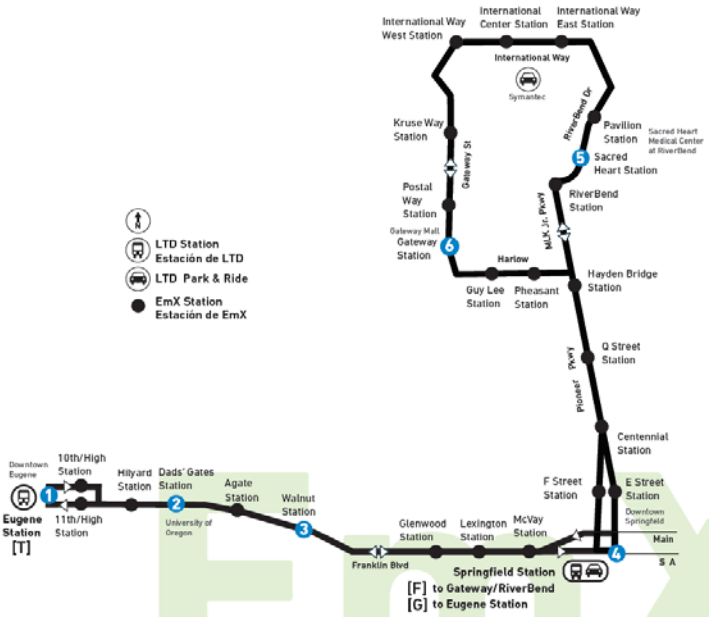
FROM: Service Planning

RE: Annual Route Review – Options for Springfield

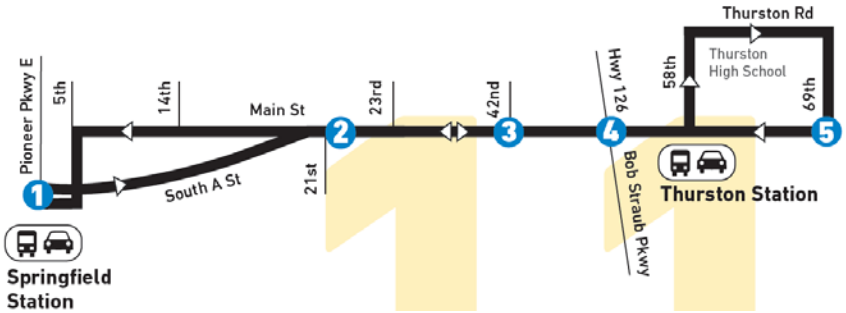
As part of the Annual Route Review process a number of potential service changes have been identified in the Springfield area.

1. Increased Frequency on Sundays

EmX and Route 11 would have added service to improve frequency from every 30 minutes to every 15 minutes all day on Sundays.



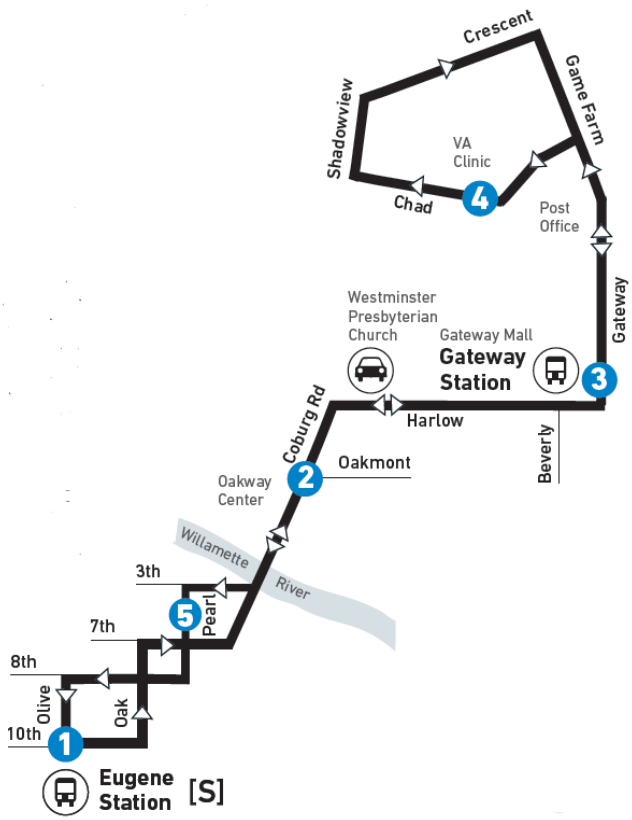
EmX



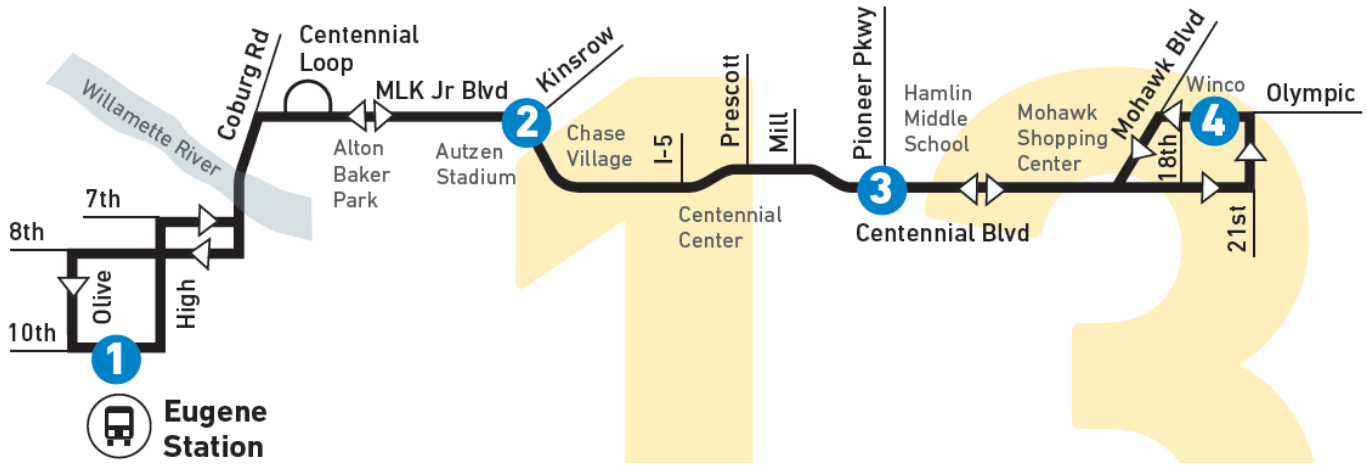
Route 11

2. Later Service on Sundays

EmX and Routes 11, 12, and 13 would have service up to two hours later on Sunday evenings.



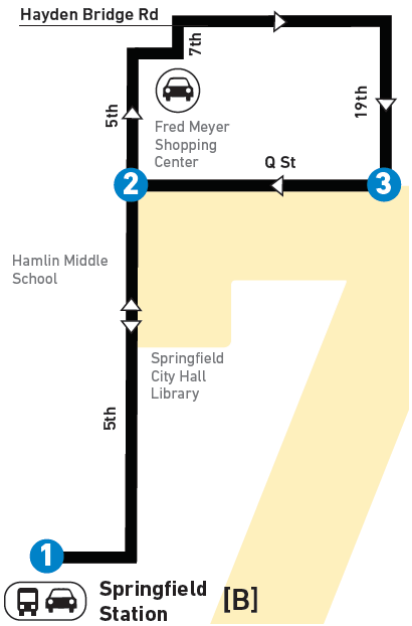
Route 12



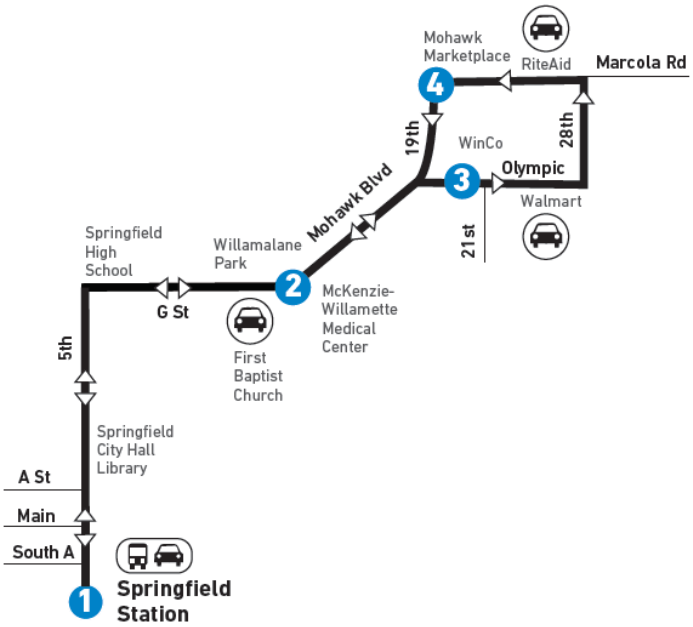
Route 13

3. Added Trips

Routes 17 and 18 would have added weekday trips to better allocate service throughout the day.



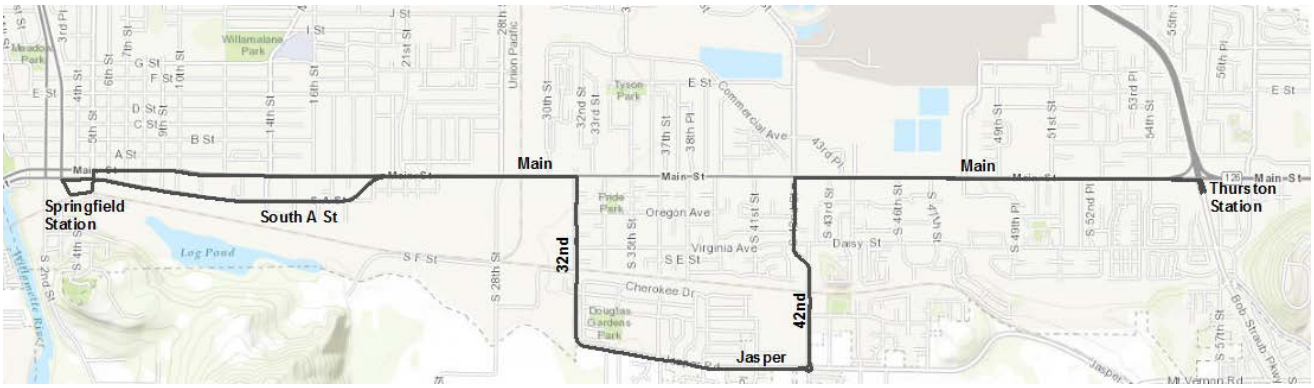
Route 17



Route 18

4. New Service to South of Main Area

New service south of Main St between 32nd and 42nd Streets is being examined. This service would run between Springfield Station and Thurston Station via 32nd St, Jasper Rd, and 42nd St. City of Springfield staff are currently reviewing the feasibility of running LTD buses on street segments that have not previously had LTD service.



Women in Construction Week Proclamation
March 6-12, 2016

WHEREAS, The National Association of Women in Construction (NAWIC) was founded by 16 women working in the construction industry in 1953, and was established in 1955 in Fort Worth, Texas; and

WHEREAS, The National Association of Women in Construction Chapter 77 is a not-for-profit organization which promotes women's advancement and growth in the construction industry through education, support and community involvement throughout Eugene, Springfield and Lane County; and

WHEREAS, NAWIC Chapter 77 has unceasingly promoted the employment and advancement of women in the construction industry; and

WHEREAS, NAWIC Chapter 77 partners with local elementary schools and high schools with their Building Contest and CAD-Draft Competition to promote and encourage creative construction activities in our youth; and

WHEREAS, The construction community, represented by NAWIC Chapter 77, has been a driving force in fostering community development through renovation and beautification projects; promotion of skilled trade careers; and a positive vision of the future.

NOW THEREFORE, I, Christine L. Lundberg, Mayor of Springfield, Oregon, do hereby recognize NAWIC Chapter 77 and its many dedicated volunteers who work on behalf and support women in construction and proclaim March 6-12, 2016 as Women in Construction Week.

SPRINGFIELD OREGON

Christine L. Lundberg
Mayor

Una Nation of Mixed-Bloods Proclamation

February 22, 2016

Whereas, the Una Nation of Mixed-Bloods are a tribe of Mixed-Blood Native Americans, and

Whereas, enrollment with the Una Nation of Mixed-Bloods has grown from their four founders, Richard E. Lake II, his wife, Lucretia K. Lake, their son, Richard B. Lake III and Lucretia's father, LeRoy J. Kincaid, to now more than 1,370, and

Whereas, Oregon is a safe place for progress and honor, and

Whereas, These people have come together in unity as an unrepresented ethnic group, and

Whereas, The Una Nation of Mixed-Bloods was founded on the principles of honoring and protecting their history and identity, and

Whereas, The population of Mixed-Blood Native Americans is estimated to be millions, and

Whereas, Canada recognized their Mixed-Blood (Métis) First Peoples of Canada in their Constitution Act of 1982; and

Whereas, The Una Nation of Mixed-Bloods was founded to ensure their continuity as a unified People, being of Mixed-Blood Native American ancestry, and

Whereas, The Una Nation of Mixed-Bloods has signed two treaties with the Eastern Woodland Métis Nation Nova Scotia and the Métis Nation of Canada.

Therefore I, Christine L. Lundberg, Mayor of Springfield, recognize the Una Nation of Mixed-Bloods, and honor them for service to Mixed-Blood Native Americans.

SPRINGFIELD OREGON

Christine L. Lundberg
Mayor

March 7, 2016
Springfield Upbeat
2015 Groundwater Guardian Presentation to City Council

Springfield Groundwater Guardians has received its designation as a Groundwater Guardian community for 2015, our nineteenth year. Staff will introduce Amy Chinitz, SUB Drinking Water Source Protection Coordinator, who will present the Groundwater Guardians plaque to the Council.

The Groundwater Guardians are a volunteer group made up of agencies, businesses, and private citizens who protect drinking water sources from contamination. This is accomplished through public education, and community activities. Examples of education about groundwater include Springfield elementary and middle school programs where students learn about the water cycle and participate in field studies. The high school program has long been recognized for its application to science, mathematics, and chemistry. Older student volunteers even collect samples and perform water tests that are used by local utilities in monitoring water quality.

The City Council's continued support of the Springfield Groundwater Guardians volunteer organization helps fill a vital niche in continuing to keep the community's drinking water clean.

March 7, 2016
Springfield Upbeat
City of Springfield, Employer of the Year Award
KarLynn Akins

On February 11, 2016, The City of Springfield was recognized as Employer of the Year for the ARC of Lane County. The City of Springfield was recognized for their innovation on integrating the intellectual and developmental disabled population into the work place and community. A variety of businesses as well as government programs were nominated for this prestigious award.

In late 2014 we began meeting on developing opportunities for the intellectual and developmentally disabled population within the City of Springfield. In early 2015 we kicked off the first step of our program by developing a currier program with the support of the Justice Department. This proved to be a huge success and assisted staff at the Justice Center to focus on other tasks. It is estimated this saved the Court, Police Department and Jail over 400 hours of staff time in 2015 alone.

In December 2015 we expanded this program to include City Hall. Last month KarLynn Akins, Volunteer Coordinator for the City, met with OPS and will be looking to include this department as well. The currier program entails the mail, as well as interoffice mail, to be picked up and delivered to City departments daily. In addition the front desk in Administrative Services is staffed just under 20 hours a week by volunteers in this program. It is estimated this has saved over 600 hours of work time to date, allowing employees to focus on other more pressing work assignments while teaching valuable job skills to a segment of the population who rarely have access to City government employment.

In addition to these programs, for the first time ever, over 20 disabled individuals lead and participated in the 2015 Christmas parade by carrying banners announcing the parade, recognizing our Mayor and City Councilors, as well as float division winners. They walked the entire parade route and proudly represented the City of Springfield.

These activities help to meet the Council goals of inclusion and diversity in the work place.

While this program has taken some staff time to manage and develop, the impact on the City of Springfield's employees as well as added productivity this service has provided to City departments is immense.

AGENDA ITEM SUMMARY		
	Meeting Date:	3/7/2016
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Amy Sowa
	Staff Phone No:	541-726-3700
	Estimated Time:	Consent Calendar
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Mandate

ITEM TITLE:

COUNCIL MINUTES

ACTION REQUESTED:

By motion, approval of the attached minutes.

ISSUE STATEMENT:

The attached minutes are submitted for Council approval.

ATTACHMENTS:

Minutes:

a. January 19, 2016 – Work Session
b. January 25, 2016 – Work Session

DISCUSSION/ FINANCIAL IMPACT:

None.

City of Springfield
Work Session Meeting

MINUTES OF THE WORK SESSION MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
TUESDAY JANUARY 19, 2016

The City of Springfield Council met in a work session in the Jesse Maine Meeting Room, 225 Fifth Street, Springfield, Oregon, on Tuesday January 19, 2016 at 5:42 p.m., with Mayor Lundberg presiding.

ATTENDANCE

Present were Mayor Lundberg and Councilors VanGordon, Wylie, Moore, Woodrow and Pishioneri. Also present were City Manager Gino Grimaldi, Assistant City Manager Jeff Towery, City Attorney Mary Bridget Smith, City Recorder Amy Sowa and members of the staff.

Councilor Ralston was absent (excused).

The order of the meeting was changed due to the earlier start time.

1. Franklin Boulevard Project Update.

Kristi Krueger, Principal Engineer, presented the staff report on this item.

The City has continued to work on the design, right-of-way, and public outreach for the Phase 1 Franklin Boulevard reconstruction project. Staff will provide an update on the project.

The project has completed the 30% design review and has recently received the 60% plans which are currently being reviewed by City staff, Lane Transit District, ODOT, and utility companies. The 60% design plans include elements such as the horizontal layout, swales, vertical cross-sections, access design, curve data, maintenance access locations, jointing, sidewalk and bike facility locations, conduit locations for power and LTD fiber, removal plans, drainage and stormwater plans, erosion control plans, contaminated soil disposal site location, landscape and irrigation plans, proposed sign details, striping plans, illumination plans, and EmX station shelter details and locations. Prior to the submittal of the 60% plans, an oblique view of the 30% design was submitted.

In addition to the design plans, the City has continued to work with the Academy of Arts and Academics (A3) School regarding the sculptures for the double roundabout. The students have developed 3D renderings of the sculpture concept and also printed a 3D plastic image of the concept. A snapshot of the design concept is shown in attachment 3. In addition to working on the design concept, the students, their teacher, and Ms. Krueger made a presentation to the Springfield Arts Commission regarding the design concept.

At the July 13, 2015 Council meeting staff gave an update on the public outreach completed. Since that time staff held a meeting with the Ponderosa Mobile Village residents, held an open house, sent out two electronic updates to the interested parties list, and gave presentations to the Springfield Arts Commission, Chamber Economic Development Committee and Government Issues Committee, EmX Steering Committee, City Club, and the Lane Utility Coordinating Council. Staff will also be making presentations to the Springfield Rotary, Twin Rivers Rotary, the BRING board, and Springfield Forum shortly. A more detailed history of the public outreach for the project is now located on the project website at the following location http://newfranklinblvd.org/public-involvement/public-outreach-summary/ .

Three properties being acquired for the project are currently in negotiations. Staff is scheduled to make offers for the partial acquisitions in February.

The goal is to have the acquisition process complete by July 2016, final plans submitted in June, advertise for the bid opening in July, and give the notice to proceed for construction in late August.

The latest cost estimate that came in as part of the 60% plans which includes construction, design, construction engineering, utility relocation, right-of-way, and a 20% contingency shows the project over budget by roughly $5 million. The current funding for the project is a little over $11 million. At this time staff is proposing to complete the design of phase 1 and pursue a bid option to either build or not build the Mississippi intersection. At the time of the bid opening final ROW costs and the cost to build the project will be known. At that time the City can make a decision whether or not to build the Mississippi intersection.

Councilor Wylie asked if we could start requesting funding for future phases now.

Ms. Krueger said the 30% design has been completed for the full boulevard.

Councilor Pishioneri said an extra road was on the oblique map.

Ms. Krueger said that was from the 30% design when they were looking at access for ODOT between the two bridges.

Mayor Lundberg said the extra $5M needed is based on the full design, right-of-way, and construction.

Ms. Krueger said that was correct. They do have a 20% contingency in the budget.

Discussion was held regarding the bike and pedestrian paths, and parking.

Ms. Krueger showed on the map the different access points.

Councilor Pishioneri asked if staff had looked at other ways to reduce the project cost by the $5M shortfall.

Ms. Krueger said they had looked at all options, but were unable to come up with a project within the current budget without compromising the project.

Councilor Pishioneri asked if the roundabouts are all one lane, and if they should have multiple lanes in the future.

Ms. Krueger said in designing the roundabouts, they took into consideration future traffic.

Mayor Lundberg noted the wait times at the intersection from I-105 and Coburg Road. Roundabouts can alleviate that issue, although are not considered a solution. We have roundabouts on our signature transit corridors to eliminate wait times at stop lights, which help reduce greenhouse gas emissions and traffic congestion.

Ms. Krueger said during her presentations, people have been surprised that the roundabout at Hayden Bridge and Harlow Road has the same traffic as the Q Street intersection, yet the roundabout moves traffic through much more quickly.

Mayor Lundberg said this was an update and staff would be moving forward.

Ms. Krueger said they are currently in the right-of-way acquisition process and appraisal process for parcel acquisition.

Mayor Lundberg said they were happy to be at this point in this project.

2. Fiscal Year 2015 Comprehensive Annual Financial Report (CAFR).

Nathan Bell, Accounting Manager, presented the staff report on this item.

Grove, Mueller & Swank, the City's independent auditors, have completed their audit of the City's Fiscal Year 2015 CAFR and have issued their opinion thereon. Chuck Swank and Ryan Pasquarella, of Grove, Mueller & Swank, will review the audit process, the Independent Auditor's Report, and the City's CAFR during the work session.

As a preliminary summary for the Council's information, it was noted that the auditor's found no material weaknesses in the City's internal financial controls and they issued an "unmodified opinion" on the City's financial statements. This means that the City is properly accounting for its resources and using adequate financial controls to help prevent the improper use of those resources.

Mr. Bell said the primary work for Finance goes from June through the end of December. They have a team of four staff members who work preparing this report. Having the auditors come in and go through all of the City's records makes staff better accountants and gives the City a better product.

Mr. Swank said they issued a shorter letter this year that laid out the auditor's and City's responsibilities in this process to allow them to effectively audit the City. The process is made easier with the assistance of staff. The letter has no disagreements with management.

Mr. Swank said they put two opinions in the financial statements: the first is the opinion of the financial statements; and the second regarding the requirements from the State and how the City complied. Both reports presented the best light with no findings. He referred to the basic budget information of the report. He referred to new accounting standards regarding the City's pension obligations. He explained how it was accounted for in the budget. He noted the changes coming in the PERS program that will affect the numbers.

Mr. Pasquarella said everything discussed by Mr. Swank was the reporting mechanism. The contributions of the City and impacts on their budgetary schedules have not changed.

Mr. Swank said the reports showed no noted violations.

Councilor Moore referred to a section about implementing fees to cover costs. Often Council talks about fees that are needed to keep programs in the black that are not covered in the General Fund.

Mr. Bell said the City does have control on sanitary sewer and stormwater fees. Some of the increase is due to revenues coming in as the City recovers from the recession.

Mr. Grimaldi said there were other factors that affected our budget besides the tax cap. He explained.

Mr. Swank said the concept of dividing financial statements in governmental functions (i.e. general government police, etc.) and business function where the revenue's purpose is to pay the expenses of operations. It's important for those, that the fee level for the utility operations cover that operation.

Mayor Lundberg said there had been some issues with grant funds that came as a surprise to her and other Councilors. Those funds weren't accounted for well by those receiving those funds. She asked how they could have caught that earlier.

Mr. Bell said that was a result from the Housing and Urban Development (HUD) audit. The City's auditors talked with the Federal auditors about those funds and decided to audit them again. That report will come to Council in a few weeks, and there will likely be a finding on that audit.

Mayor Lundberg said Council would be discussing this at next week's work session and talking about how better to track those funds in the future. She hopes the reports will help the Council know how to move forward.

Mr. Bell said the report was clear on what the City needs to do. Most of it is how the programs are managed. There are clear steps the City can take.

Mayor Lundberg asked if the discussion next week should wait until they received the report.

Mr. Grimaldi said that was not necessary.

Mr. Swank said he would like to come back when that second audit was complete.

Mayor Lundberg said that would help the Council set policy direction.

Councilor Woodrow said next week's discussion will set the stage for that report.

Councilor Moore referred to the letter in the report about all of the programs going on in Springfield. She is very grateful for that information.

ADJOURNMENT

The meeting was adjourned at 6:23 p.m.

Minutes Recorder – Amy Sowa

_____
Christine L. Lundberg
Mayor

Attest:

_____
Amy Sowa
City Recorder

City of Springfield
Work Session Meeting

MINUTES OF THE WORK SESSION MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
MONDAY JANUARY 25, 2016

The City of Springfield Council met in a work session in the Jesse Maine Meeting Room, 225 Fifth Street, Springfield, Oregon, on Monday January 25, 2016 at 5:30 p.m., with Mayor Lundberg presiding.

ATTENDANCE

Present were Mayor Lundberg and Councilors VanGordon, Wylie, Moore, Woodrow and Pishioneri. Also present were City Manager Gino Grimaldi, Assistant City Manager Jeff Towery, City Attorney Mary Bridget Smith, Administrative Specialist Amy Jo Ripka and members of the staff.

Councilor Ralston was absent (excused).

1. Arts Commission Applicant Interviews.

Library Director Rob Everett presented the staff report on this item.

The Arts Commission has three vacancies on its board of nine commissioners. Three position openings were advertised. One vacancy was due to a resignation with one year remaining in the term, and two vacancies were for the term expirations of commissioners, which equate to two full four-year positions. The terms of commissioners Donald Durland and Kim Lyddane expired and both of these commissioners were eligible to reapply. The Arts Commission received four applications. All applicants attended the Arts Commission meeting on December 8, 2015 for an interview. Commissioner Donald Durland withdrew his application at the meeting. The Arts Commission interviewed three applicants during its December 8, 2015 meeting. Commissioner Donald Durland withdrew his application at the meeting.

Council Operating Policies state in Section IX, Subsection 1.3) Springfield's boards, commissions, committees, and task forces bring together citizen viewpoints which might not otherwise be heard. Persons of wide-ranging interests who want to participate in public service but not compete for public office may choose to be involved in advisory boards, commissions, committees and task forces instead. They also help fulfill the goals of the City's adopted Citizen Involvement Program to have an informed and involved citizenry.

The Arts Commission requests that all candidates be interviewed by the City Council. The Arts Commission recommends that Summer Young-Jelinek be appointed to the Arts Commission to fill one of the vacancies left by term expirations for a full term that expires December 31, 2019; that Kim Lyddane be re-appointed for a full term that expires December 31, 2019; that Zach Golik be appointed to the Arts Commission to complete the one year vacancy left by a resignation for a partial term that expires December 31, 2016.

The Mayor and Council introduced themselves to the applicants and asked the following questions:

Interview Questions for Summer Young Jelinek and Zach Golik

1. Why are you interested in serving on the Arts Commission? (Mayor Lundberg)

2. Please name one way you would help inform our community about the Springfield Arts Commission and/or the Arts Commission's projects. (Councilor Moore)
3. Describe your familiarity with the Springfield Arts Commission's past or current community arts initiatives. What do you see as the Arts Commission's role in the community? (Councilor VanGordon)
4. Which initiatives are you interested in working on if you are appointed as a Commissioner? (Councilor Woodrow)
5. Describe your professional and personal experience as it relates to your desire to become an Arts Commissioner. (Councilor Pishioneri)
6. Outside of the monthly Arts Commission meetings, what amount of volunteer time do you have to offer for work involving the Arts Commission? (Councilor Wylie)

Interview Questions for Kim Lyddane

1. Why are you interested in continuing to serve on the Arts Commission? (Mayor Lundberg)
2. Please name one way you would help inform our community about the Springfield Arts Commission and/or the Arts Commission's projects. (Councilor Moore)
3. What do you see as the Arts Commission's role in the community? How have you contributed to the success of the Arts Commission during your tenure? (Councilor VanGordon)
4. Which initiatives are you interested in working on or continuing to work on if you are appointed as a Commissioner? What is your vision for the future of the Arts Commission? (Councilor Woodrow)
5. Describe your professional and personal experience as it relates to your desire to continue to be an Arts Commissioner. (Councilor Pishioneri)
6. Outside of the monthly Arts Commission meetings, what amount of volunteer time do you have to offer for work involving the Arts Commission? (Councilor Wylie)

Mr. Golik asked the Council for their thoughts on the Arts Commission.

Council responded to his question.

The Council discussed the applicants and agreed to formally appoint all three at the February 1, 2016 regular meeting based on the Commission's recommendations.

2. Springfield Representative to the Metropolitan Wastewater Management Commission (MWMC).

Matt Stouder, Environmental Services Manager, presented the staff report on this item.

The term of Springfield's current citizen representative, Doug Keeler, on the MWMC expires February 1, 2016. Council needs to appoint a representative to serve the next term, which extends through February 1, 2019. The City advertised for the position and received one application, which has been forwarded to the Council for consideration.

The MWMC was formed under an intergovernmental agreement between Springfield, Eugene and Lane County, and is composed of seven members. Springfield is represented by one City Councilor, Joe Pishioneri, and one citizen member, Doug Keeler. Mr. Keeler has represented Springfield on the Commission since 1997.

A media advisory was sent out announcing the vacancy and applications were accepted from December 17, 2015 through January 11, 2016. One application was submitted. The application provides background information and the stated interest of the applicant.

Council Operating Policies state in Section IX, Subsection 1.3) Springfield's boards, commissions, committees, and task forces bring together citizen viewpoints which might not otherwise be heard. Persons of wide-ranging interests who want to participate in public service but not compete for public office may choose to be involved in advisory boards, commissions, committees and task forces instead. They also help fulfill the goals of the City's adopted Citizen Involvement Program to have an informed and involved citizenry.

Mr. Stouder said Mr. Keeler has been an asset to the commission.

The Mayor and Council introduced themselves to Mr. Keeler and asked the following questions:

1. Why are you interested in serving on the MWMC? (Mayor Lundberg)
2. Please describe your professional and personal experience as it relates to your desire to serve as a MWMC Commissioner. (Councilor Moore)
3. Describe your understanding of the MWMC's role and responsibility in managing wastewater services for the metropolitan area and please include your level of familiarity with the governmental budgeting process. (Councilor Woodrow)
4. The Commission meets the second Friday of each month at 7:30AM and sometimes more often when necessary. There are also materials to be reviewed in advance of these meetings that may take a couple of hours to read. Given your work and/or your personal life demands, can you fully participate as a Commission member? (Councilor Wylie)
5. In terms of water quality, what do you see as the current challenges facing today's wastewater utilities? (Councilor VanGordon)
6. What specific initiatives are you interested in working on if you are appointed as a Commissioner? (Councilor Pishioneri)

Council discussed Mr. Keeler's qualifications and will appoint him during the February 1, 2016 regular meeting.

3. Street System Condition Update.

Anette Spickard, Development and Public Works Director, presented the staff report on this item. Ms. Spickard introduced Brian Conlon (Operations Manager), Tom Boyatt (Community Development Division Manager), Jeff Paschall (City Engineer), and Loralyn Spiro (Public Information and Education Specialist).

At Council's goal setting session on April 13, 2015 Council identified the development of financing strategies for the street system's preservation and maintenance needs as a priority project.

Springfield relies primarily on gas tax revenues and Right-of-Way fees for street system operations which have not kept pace with the demand for services resulting in a drawdown of reserves and elimination of maintenance positions to keep the budget balanced.

While the City no longer has a pavement preservation program the City has been successful in leveraging federal and state dollars to maintain our most critical arterial and collector streets. Even with these investments 42% of arterials and more than 50% of the collectors and local streets are now rated in poor condition. The estimated cost of the repair backlog is $30 million.

The City can address the repair backlog in a number of ways through the issuance of General Obligation Bonds and/or seeking voter approval for a fuel tax increase. Staff seeks Council's input on your preferred strategy so that staff can prepare and implement the strategy as part of the City's Capital Improvement Program.

Ms. Spickard presented a power point. Every other year, staff does a Street Condition Survey. This year they used technology from the asset management system pictures for their survey. Our street conditions are deteriorating, with most of the residential streets falling into the 'poor' category.

Mr. Paschall referred to the priorities based on classification of streets. The City is doing better on the arterial streets, but has fallen behind on residential, in part by leveraging federal dollars that can be used on those arterials. The City has also been able to leverage partnerships with the Oregon Department of Transportation (ODOT) and Lane County on some overlay projects by taking over jurisdiction of those streets. Pedestrian crossings have been completed with the use of ODOT funds. He described other projects completed with the limited funds. Many streets have reached the point of thin-lift overlays or reconstruction.

Ms. Spickard referred to the different types of funding that can be used for streets. The types of use for these funds include operating and maintaining the system, preservation, and building or reconstructing roads. She referred to a picture showing recent erosion and maintenance issues with Marcola Road that had to be addressed as an emergency situation. Franklin Boulevard is an example of planning for the future and improving the system to create economic development opportunities.

Ms. Spickard said the current street conditions have reached a critical point. She referred to the estimated costs involved in preservation backlog and current preservation, noting the additional cost in reconstruction if the streets get beyond repair. Reliance on federal and state grants only allows the City to address one major preservation project on an arterial every three years. The STP-U dollars are the most flexible federal funds and could be used for street infrastructure to support economic development projects instead of repairs.

Ms. Spickard said strategies were outlined in the agenda materials, but Council may have other ideas.

Councilor Woodrow asked how they balanced where preservation dollars were spent and where funding went for major repairs.

Ms. Spickard said it is a difficult balancing act. Mr. Paschall worked with other staff in the department getting input on how to structure work in the Capital Improvement Plan. The Asset Management System keeps track of every road site which is used to analyze key priorities. They continue to work to keep the good streets in good condition, and extending their life as long as possible. Unfortunately, that means some of our worse streets become even worse.

Mr. Conlon said he has the same concerns as Councilor Woodrow. They are fortunate to have staff that have worked hard to get Federal funds for some substantial projects. The cost is three to five times more to make major repairs rather than preservation. He referred to the preservation of Gateway Street. They started to see deterioration on many arterial roads due to weather and other factors. They are trying to stay as efficient as possible with the resources available.

Councilor Woodrow said it was getting worse, but she understands why Gateway was repaired.

Mr. Boyatt said the money spent on Gateway was our entire 3-year allocation of street funds.

Councilor Pishioneri referred to Option 3b and asked if the rate of .21/$1000 was half the rate of what it would be for a $30M bond. He asked how much the City had in STP-U funds.

Ms. Spickard said our recent allocation was about $1.3M.

Mr. Boyatt said the average three-year figure has been about $1.9M.

Councilor Pishioneri said they need to look at how they prioritize the STP-U funds. He likes Option 3a because it is shorter term, but he also likes Option 3b because of the lower rate, although it takes longer to pay off. He would like to see a combination or hybrid of these two options, and also how STP-U funds can be used to address the issue.

Councilor Moore asked if the lower cost of oil affects the costs of slurry and asphalt. She asked if they may not need quite as much if the cost is lower.

Mr. Paschall said that is correct. Asphalt buyers will be stocking up for the summer construction season, so it could mean a lower cost. Labor continues to go up, so there may not actually be a reduction, or it would be smaller than it seems.

Councilor Moore said she had read that Eugene's bond measure was successful because they named streets they would work on with the funds. She would like to see Springfield do something like that to show the citizens the funds will be used effectively. It would be nice if there was a way to pave some of the unpaved streets.

Mr. Paschall said there are six miles of gravel streets in the City.

Councilor Moore asked if it was because the owners had not chosen to pay to have it paved.

Mr. Conlon said that was correct. Some are transitioned from County to City. The City does provide grading on those streets. Often there are low income homes on those streets and it is expensive to improve the street.

Councilor Moore asked if the City had anything on the 2016 ballot.

Mr. Grimaldi said not at this time.

Councilor Moore asked if Willamalane or the School District had plans for a measure. No. She said she would like to see an option between .23/$1000 and .50/$1000. The lower amount will not resolve the issue. She wants a long term fix.

Councilor VanGordon clarified the backlog figure. He asked about the cost of steady preservation from this date forward.

Mr. Paschall said it was estimated they would need about $500,000 annually.

Ms. Spickard said in the past, the City was on a preservation cycle moving through 1/7 of the City every year. They haven't been able to do that since 2007. They are hoping to catch up with that and get back on some type of similar cycle to keep everything in good condition.

Councilor VanGordon said even if we were able to get caught up tomorrow, we still wouldn't have enough to maintain ongoing maintenance.

Mr. Grimaldi said that was correct. A capital bond was one-time money only.

Ms. Spickard said a General Obligation bond had to go to capital construction projects and not ongoing maintenance.

Councilor VanGordon said he might be interested in information about a revenue bond and gas tax. This issue is statewide and he hopes to see a good transportation bill come out of the State at some point. He is also interested in seeing Options 3a and 3b. We need to show the voters specifically what the bonds would pay for with a reasonable amount. He is also interested in seeing Option 5 or some combination of 5 with Option 3. There is a timing question since both (revenue bond and gas tax) would need to be listed as separate items on the ballot. His hesitancy in going out for a bond is that we are relying on going out to the property owners, while the gas tax is tied to the users of the system.

Councilor Woodrow said she would also like to see details on Option 5 and Option 3. She thinks they need to look beyond the property owners because it is more than property owners using the streets. In that respect, the gas tax has a sense of fairness.

Councilor Pishioneri said if the gas prices sustain at the current rate for some time, the usage may be higher and have a positive impact. He likes the idea of a shorter term bond, but would be interested in looking at a higher rate – somewhere around .30/$1000 – that would allow them to do something more impactful which would help with future requests. They need to win over the public by showing them results. His concern is not being able to maintain the streets once fixed.

Councilor Wylie said she is opposed to going to the voters for more money. We already have our Fire and Police levies, and they have no other alternative. We can look at a gas tax as an alternative for the street fund. Many seniors she talks to have to go to their principal of their revenue in order to pay their property taxes because there have been no increases in Social Security over the last two years. We have to be sensitive to household budgets for senior and low-income families. The last time they went out for a gas tax, it was defeated, but the cost of gas was much higher. Now might be a better time to go out for a gas tax. They may need to do a combination of things. She wants to protect our voters for our Fire and Police levies. She understands how important the streets are and the financial situation of the City in terms of its street fund. She would like to see what the cost of gas was the last time we went out for an increase. She also wants to know what our TEAM Springfield partners may have planned for upcoming bonds or measures. She does like the idea of being specific about the projects that would be done with the funds raised.

Councilor Moore said she agreed they needed to be cautious, but the streets were in dire need. She asked what the gas tax was in Eugene. It is .05 per gallon.

Ms. Spickard said the gas tax is not the major driver in gas prices.

Councilor Moore said she agreed they may need to look at both options.

Councilor Pishioneri said City taxes dropped .24/$1000 last year, but other agencies have bonds which have increased the overall tax bill. The streets are much more important than park structures. They have to ask the citizens what they want. It is up to the citizens whether or not they approve through their vote.

Councilor VanGordon asked if staff could also bring information about long-term sustainability of the streets. That is where we need to get in order to keep from getting back in this situation.

Mayor Lundberg said we are responding to the situation of the loss of Secure Rural Schools funds due to a decrease in logging. The County used to provide funds from those logging receipt funds for our roads. We had a different system in place at that time. That's one reason she wants to work on Advanced Wood Products so they can find a way to take care of this in the long run. We have a resource we are not using and we need to look at whether or not we can use is in an environmentally sound, safe, carbon reduction model that allows us to log enough to help pay for City services that we have lost. Hopefully in about 10 or 15 years we will have that sustainable income, plus employing people in building things that are good for our community. She referred to a bond measure that was passed about 20 years ago for this purpose. The Council now needs to make some decisions. She reviewed Council comments and the information requested for their next discussion. She noted that she liked the gas tax proposal as it taxed everybody, not just those living in Springfield, but she was willing to look at the revenue bond as well with specific projects. This discussion has occurred at the State level in hopes of having the State raise the gas tax .05, but they did not move forward with that idea. She will continue to work on the Advanced Wood Products.

Mr. Grimaldi said staff would come back with some options and additional information to assist Council with making a decision.

Ms. Spickard said they will want to have time to speak with the citizens before an election.

Councilor Pishioneri said the citizens need to know the Council is looking out for the investments of the citizens.

Mayor Lundberg said bad roads are also wear and tear on vehicles.

ADJOURNMENT

The meeting was adjourned at 6:57 p.m.

Minutes Recorder – Amy Sowa

_____
Christine L. Lundberg
Mayor

Attest:

_____
Amy Sowa
City Recorder

AGENDA ITEM SUMMARY		
	Meeting Date:	3/7/2016
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Michael Harman/Police
	Staff Phone No:	726-2347
	Estimated Time:	Consent Calendar
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Strengthen Public Safety by Leveraging Partnerships and Resources

ITEM TITLE: LANE RADIO INTEROPERABILITY GROUP (LRIG) SYSTEM MANAGER SERVICES AGREEMENT

ACTION REQUESTED: Authorize the City Manager to sign an agreement amending the agreement between the Lane Radio Interoperability Group partners to provide for additional System Manager services through Lane County.

ISSUE STATEMENT: Lane County currently provides a qualified staff member on a half-time (0.5 FTE) basis as the LRIG System Manager. Under this proposed amendment, effective April 1, 2016, the LRIG System Manager will be assigned on a full-time basis for the duration of this Agreement.

ATTACHMENTS:

1. Council Briefing Memorandum
2. First Amendment to the Intergovernmental Agreement for LRIG System Manager Services.

DISCUSSION/ FINANCIAL IMPACT: The Lane Radio Interoperability Group (LRIG) has utilized a system manager since the system went live in 2006. The system manager is currently provided by Lane County on a half-time basis for $92,700 per year. The LRIG Group has begun a series of projects including:

1.) Each of the public safety dispatch centers has, or is in process of, upgrading the radio consoles at each dispatch position from circuit-based to IP-based technology, requiring multiple project resources to be coordinated and scheduled.
2.) In cooperation with the State Radio Project, the LRIG system is developing an “ISSI” interface which will provide field level communication between local radio system users in Police and DPW and their State counterparts in OSP and ODOT.
3.) The City of Eugene is considering whether to advocate for building a 700 Mhz layer onto the existing system, to provide future capacity and a platform for new public safety users.

The number of current and potential future projects has prompted the need to increase the system manager position to full-time (1.0 FTE), and the group is requesting that this be effective April 1, 2016. For next fiscal year, FY17, Lane County has agreed to provide that resource for $180,000. While the cost for the System Manager has increased, the number of new radio users on the system has resulted in a relatively flat cost-per-radio compared to previous years. Springfield’s share of the additional cost will be $7500 per year, and will be absorbed within the existing budget.

Staff recommends that Council authorize the City Manager to sign the First Amendment to the Intergovernmental Agreement.

M E M O R A N D U M **City of Springfield**

Date:	3/7/2016	
To:	Gino Grimaldi	**COUNCIL**
From:	Michael Harman/Police Business Manager	**BRIEFING**
Subject:	LANE RADIO INTEROPERABILITY GROUP (LRIG) SYSTEM MANAGER SERVICES AGREEMENT	**MEMORANDUM**

ISSUE: Lane County currently provides a qualified staff member on a half-time (0.5 FTE) basis as the LRIG System Manager. Under this proposed amendment, effective April 1, 2016, the LRIG System Manager will be assigned on a full-time basis for the duration of this Agreement.

COUNCIL GOALS/
MANDATE:

Strengthen Public Safety by Leveraging Partnerships and Resources

BACKGROUND:

The Lane Radio Interoperability Group (LRIG) has utilized a system manager since the system went live in 2006. The system manager is currently provided by Lane County on a half-time basis at a cost of $92,700 per year.

The work load assigned to this position has prompted a discussion to increase the system manager position to full-time (1.0 FTE). The Lane County IT Department has been providing this resource using 0.5 FTE of a Project Manager position. Lane County IT is no longer able to provide that position at half-time and also accomplish the other half-time project this employee was assigned to (network security management). The System Manager has reported several times in the past that the LRIG workload exceeds the capacity of a half-time position, and that pending projects such as the ISSI interface and 700 Mhz discussions will necessitate a full-time position. In discussions with the Lane County IT manager regarding project demands and workloads, the recommendation was to move the LRIG System Manager to full-time.

The fully loaded cost for an IT Project Manager, according to the County, is approximately $185,000 per year. The position will be included as one piece of the overall LRIG budget next fiscal year at $180,000. Springfield's share of the additional cost for the System Manager will be $7500 per year. The total LRIG budget for next year will be $1,163,267, an increase of approximately 0.5% over the current budget of $1,159,169.

No additional funds are needed in the budget as a result of this change. The Department has historically budgeted, on average, $35 per radio/per month to participate in the LRIG radio consortium, and this proposed change keeps us within that funding limit.

RECOMMENDED ACTION: Staff recommends that Council authorize the City Manager to sign the First Amendment to the Intergovernmental Agreement.

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR

LRIG SYSTEM MANAGER SERVICES

Agreement Title: Information Technology Services Intergovernmental Agreement

Amendment No.: One (1)

This Amendment modifies the Agreement named above between Lane County, the Eugene Water & Electric Board, the City of Eugene, and the City of Springfield to provide for the ongoing management of the Lane Radio Interoperability Group (LRIG) Regional Radio System (System) and other management activities, under the direction of the LRIG Governance Committee.

The parties to this Agreement named above agree to modify the Agreement as follows. Deleted language in each Section is ~~struck through~~; added language is **underlined in bold face**. All other terms and conditions of the original Agreement not altered by this Amendment remain in full force and effect.

A. Section 1 of the Agreement is amended to read:

Lane County Information Services will assign a qualified staff member on a half-time (0.5 FTE) basis as the LRIG System Manager for the term of this Agreement. **Effective April 1, 2016, the LRIG System Manager will be assigned on a full-time basis for the duration of this Agreement.** Lane County Information Services may change its assignment by following the process in section 6 of this Agreement. ~~For Fiscal Year 2015-2016 t~~**T**he staff member assigned by Lane County Information Services shall be Jim Marks.

B. Section 2 of the Agreement is amended to read:

Total cost for the LRIG System Manager for the period July 1, 2015 through June 30, 2016 is $92,700. **The total cost is increased by $21,825 for the period April 1, 2016 through June 30, 2016 for the additional costs associated with assignment of the System Manager on a full-time basis. The total cost for the period July 1, 2016 through June 30, 2017 is $180,000.** This will be billed to the current LRIG Fiscal Agent on a quarterly basis during the months of August, November, February and May. All invoices will be paid within 30 days of billing. An annual increase of 3% will be applied each subsequent year of this Agreement beginning on July 1.

C. Subsection 7.1 of the Agreement is amended to read:

If the Committee desires**, for good cause related to the assigned System Manager's performance,** to replace the current LRIG System Manager, or if Lane County Information Services ~~desires to assign a new~~ **terminates the assigned** System Manager **for cause, or if the assigned System Manager is no longer available to perform the functions of System Manager,** Lane County Information Services will propose qualified candidates for selection by the Committee. If a candidate is chosen by the Committee, then the new candidate will assume the role of LRIG System Manager on a date mutually agreed upon by both Lane County Information Services and the Committee.

D. Subsection 7.3 of the Agreement is amended to read:

If the Committee and Lane County Information Services are unable to identify a mutually acceptable candidate **under subsection 7.1**, ~~this Agreement will automatically terminate at the end of the current Lane County Fiscal Year~~ **either the Committee or Lane County Information Services may terminate this Agreement upon not less than 30 days' notice to the other**.

E. Subsection 7.3 is added to the Agreement:

7.3 Other than as described in subsection 7.1, the assigned System Manager may not be replaced by the Committee except at the beginning of a fiscal year on July 1, and upon the Committee's having given not less than 365 days' notice of its desire to select a new System Manager.

F. Subsection 8.2 of the Agreement is deleted:

~~8.2 This Agreement may be terminated for any reason by Lane County Information Services or the Committee upon not less than ninety (90) days prior written notice to the other parties.~~

G. Subsection 8.3 of the Agreement is renumbered:

~~8.3~~**8.2** Termination will not affect any liability or obligation that arises prior to the notice of termination. In the event of termination, and during the period of notice, the parties will develop a mutually agreeable termination plan to accomplish the termination of all remaining services.

This Amendment will be effective upon execution by all parties named below. This Amendment may be signed in multiple several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed will constitute an original.

EACH PARTY, BY SIGNATURE BELOW, AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AMENDMENT.

LANE COUNTY

By: _____
Steve Mokrohisky
County Administrator

Date: _____

CITY OF SPRINGFIELD

By: _____
Gino Grimaldi
City Manager

Date: _____

EUGENE WATER & ELECTRIC BOARD

By: _____
Roger Gray
General Manager

Date: _____

CITY OF EUGENE

By: _____
Jon R. Ruiz
City Manager

Date: _____

Reviewed by City Contract Officer
1.27.16

REVIEWED & APPROVED AS TO FORM
OFFICE OF CITY ATTORNEY
1/30/16

COE #2015-03240

Electronic Signature

Contract #
1471

INFORMATION TECHNOLOGY SERVICES INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into between Lane County, the Eugene Water & Electric Board (EWEB), the City of Eugene (Eugene) and the City of Springfield (Springfield). The parties are political subdivisions of the State of Oregon and units of local government as defined by ORS 190.003. The parties enter into this Agreement to provide for the ongoing management of the Lane Radio Interoperability Group (LRIG) Regional Radio System (System) and other management activities, under the direction of the LRIG Governance Committee.

RECITALS

A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements and its officers or agents have authority to perform.

B. The parties to this Agreement have the authority to perform the functions and activities set forth in this Agreement.

C. In 2010 and 2014 the parties to this Agreement entered into Intergovernmental Agreements for the purposes of establishing and operating the LRIG System, and assigned responsibility for the operation of the LRIG System to a Governance Committee (Committee). The current Intergovernmental Agreement provides that the Committee will designate a System Manager to serve as staff for the Committee.

D. Lane County Information Services has the ability to, and experience in, providing the services needed and desired by the Committee. Thus, the Committee desires Lane County Information Services to provide a staff member to perform the LRIG System Manager duties. The LRIG System Manager will remain an employee of Lane County throughout the duration of this Agreement. The parties desire to enter into this Agreement to reimburse Lane County Information Services for the time spent by the Lane County Information Services' employee serving as the LRIG System Manager. The functions to be performed by the LRIG System Manager are as follow:

- Maintain and implement the System Operation and Administration Plan
- Develop and maintain the System Network Description
- Prepare, propose and manage the LRIG budget per the System Operation and Administration Plan
- Provide oversight of the Finance Committee
- Approve payment of LRIG expenses

- Inform the Committee and LRIG Users of System issues
- Carry out Committee policy for the oversight of the System
- Communicate with current and potential new users
- Perform any other duties as deemed necessary by the Committee

E. The parties to this Agreement anticipate benefits from this Agreement and reduced expenses through the economies of scale created by this Agreement.

AGREEMENT

In consideration of the above recitals and the benefits that each of the parties anticipates that they will receive from this Agreement, Lane County, EWEB, Eugene and Springfield hereby agree as follows:

1. Lane County Information Services will assign a qualified staff member on a half-time (0.5 FTE) basis as the LRIG System Manager for the term of this Agreement. Lane County Information Services may change its assignment by following the process in section 6 of this Agreement. For Fiscal Year 2015-2016 the staff member assigned by Lane County Information Services shall be Jim Marks.

2. Total cost for the LRIG System Manager for the period July 1, 2015 through June 30, 2016 is $92,700. This will be billed to the current LRIG Fiscal Agent on a quarterly basis during the months of August, November, February and May. All invoices will be paid within 30 days of billing. An annual increase of 3% will be applied each subsequent year of this Agreement beginning on July 1.

3. Lane County Information Services's assigned employee will perform the role of the LRIG System Manager as defined by the current LRIG Intergovernmental Agreement.

4. Prior to June 30 of each year, the Committee agrees to evaluate the value of the services provided under this Agreement. If the Committee desires to replace the assigned LRIG System Manager, then a replacement shall be selected in accordance with section 6 of this Agreement.

5. For purposes of salary and benefits and workers' compensation. the employee assigned by Lane County Information Services to perform the services of LRIG System Manager shall remain at all times an employee of Lane County.

6. The parties agree that, for the purposes of evaluation or replacement of the System Manager, or for mutual termination of this agreement. pursuant to articles 4, 7.1, or 8.2, any action by

the Committee requires a majority vote of the full voting membership of the LRIG Governance Committee.

7. Replacement of the LRIG System Manager:
   7.1. If the Committee desires to replace the current LRIG System Manager, or if Lane County Information Services desires to assign a new System Manager, Lane County Information Services will provide qualified candidates for approval of the Committee. If a candidate is chosen by the Committee, then the new candidate will assume the role of LRIG System Manager on a date mutually agreed upon by both Lane County Information Services and the Committee.
   7.2. If the Committee and Lane County Information Services are unable to identify a mutually acceptable candidate, this Agreement will automatically terminate at the end of the current Lane County Fiscal Year.

8. Term & Termination:
   8.1. This Agreement is effective July 1, 2015 and expires on June 30, 2018, unless extended by written mutual agreement.

   8.2. This Agreement may be terminated for any reason by Lane County Information Services or the Committee upon not less than ninety (90) days prior written notice to the other parties.

   8.3. Termination will not affect any liability or obligation that arises prior to the notice of termination. In the event of termination, and during the period of notice, the parties will develop a mutually agreeable termination plan to accomplish the termination of all remaining services.

9. Dispute Resolution. The Committee and Lane County Information Services will exert every reasonable effort to cooperatively resolve any disputes related to this Agreement. Any controversy that arises between the parties regarding the rights, duties or liabilities under this Agreement that cannot be cooperatively resolved by the Committee and Lane County Information Services shall be settled by mutual agreement of the Executives of each of the parties'.

10. Liability/Indemnification.
   10.1. Lane County shall be responsible for the wrongful or negligent actions of its employee as their respective liability shall apply under the laws of the State of Oregon and/or Federal law and this Agreement is not intended to diminish or expand such liability, except as otherwise provided in this Agreement.

10.2. To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each party to this Agreement promises to defend, indemnify, hold harmless and release the other from any loss, claim or liability arising from or out of the negligent, tortious action(s) or inaction(s) of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Oregon.

10.3. Nothing in this Agreement shall be interpreted to:

10.3.1. Limit the ability of a party to exercise any right, defense, or remedy which a party may have with respect to third parties or other employees whose action(s) or inaction gives rise to loss, claim or liability including but not limited to an assertion that the employee(s) was acting beyond the scope of his or her employment.

10.3.2. Cover or require indemnification or payment of any judgment against any individuals or party for intentionally wrongful conduct outside the scope of employment of any individual or party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payments voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

11. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

12. Amendments. This Agreement may be modified or extended only by written agreement signed by all parties. Such an amendment is effective when signed by all parties.

13. Waiver. The failure of any party to enforce any provision of this Agreement does not waive that or any other provisions.

14. Force Majeure. Neither party is responsible for delay or default caused in part or in full by reasons beyond the party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

15. Multiple Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

16. Merger. This Agreement, including any attachments, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement binds any party unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, is effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Lane County

7-23-15

Steve Mokrohisky
County Administrator

Date

Eugene Water & Electric Board

DHA

5 21 15

Roger Gray
General Manager

Date

City of Springfield

Gino Grimaldi
City Manager

Date

City of Eugene

Jon R. Ruiz
City Manager

Date

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Lane County

Steve Mokrohisky County Administrator	Date

Eugene Water & Electric Board

Roger Gray General Manager	Date

City of Springfield

Gino Grimaldi City Manager	5-28-15 Date

Reviewed by City Contract Officer
5.22.15

City of Eugene

Jon R. Ruiz City Manager	Date

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Lane County

_____ _____

Steve Mokrohisky — Date
County Administrator

Eugene Water & Electric Board

_____ _____

Roger Gray — Date
General Manager

City of Springfield

_____ _____

Gino Grimaldi — Date
City Manager

City of Eugene

_____ 7/13/15

Jon R. Ruiz — Date
City Manager

PC
05/15

P.K.

AGENDA ITEM SUMMARY		
	Meeting Date:	3/7/2016
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Molly Markarian/DPW
	Staff Phone No:	541-726-4611
	Estimated Time:	Consent Calendar
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Maintain and Improve Infrastructure and Facilities

ITEM TITLE:	P41020 CHANNEL 6 FIRM UPDATE DIRECT APPOINTMENT CONTRACT
ACTION REQUESTED:	By motion: TO APPROVE DIRECT APPOINTMENT OF AMEC FOSTER WHEELER FOR THE CHANNEL 6 FIRM UPDATE ENGINEERING SERVICES CONTRACT IN THE AMOUNT OF $50,993 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT.
ISSUE STATEMENT:	The City is proceeding with the next step towards implementing the recommendations of the 2014 Channel 6 Stormwater Master Plan, which includes improving the accuracy of the FEMA floodplain maps for the Channel 6 basin.
ATTACHMENTS:	1. Contract 2. Direct Appointment
DISCUSSION/ FINANCIAL IMPACT:	The City used a competitive Request for Proposals process in April 2013 for professional engineering services to develop a Stormwater Master Plan that would analyze the Channel 6 basin's capacity and functions in order to inform and prioritize the design and construction of future capital projects. The City ultimately selected AMEC Environmental & Infrastructure, Inc. (AMEC) and executed a contract in July 2013. AMEC's scope of work specified the development of hydrologic and hydraulic modeling for Channel 6 using the standards and guidelines established by FEMA to allow the model to be used to later convert the Channel 6 floodplain mapping from an approximate study with no established base flood elevations to a detailed study with base flood elevations established and floodplains and floodways accurately mapped. AMEC completed the Stormwater Master Plan in 2014, and the City is proceeding with the floodplain mapping updates for Channel 6. Direct appointment of AMEC to provide the required specialized engineering services for this project would not diminish competition as the firm has the institutional knowledge of the project, and it is in the City's and the public's best interest to continue working with AMEC. In direct appointing AMEC for this task, the City will accrue cost savings by building on AMEC's prior modeling work in the Channel 6 basin to prepare a complete submission package to FEMA. In addition, cost savings will accrue from employing a direct appointment process in lieu of a separate formal solicitation. The fee for this phase of the project is estimated to be $50,993. Combined with the work under a previous contract ($144,403), the total contract value is below the state threshold of $250,000 for direct appointment contracts, as stipulated in OAR 137-048-0200 (1)(c)(A)(B)(C).

CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT
(Type 3: For Personal Services Contracts Requiring Professional Liability Insurance)
Contract #1630

Dated: February 22, 2016

Parties: City of Springfield ("CITY")
A municipal corporation in the State of Oregon
225 Fifth Street
Springfield, Oregon 97477

and

AMEC Foster Wheeler ("Independent Contractor")

Additional Independent Contractor Information:

A. Type of Entity: ☐ Sole Proprietorship ☐ Partners ☐ Limited Liability Company ☒ Corporation
B. Address: 7376 SW Durham Road, Portland, OR 97224
C. Telephone: 503.941.4018
D. Fax No: N/A
E. SSN or Fed. I.D. No: On file
F. Professional License(s) No: Professional Engineer
G. Oregon Agency Issuing License: Oregon State Board of Examiners for Engineers
H. Foreign Contractor ☐Yes ☒ No
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

CITY Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage
425-76015-850237	
440-76443-850220	
425-76443-850220	

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment 1, attached hereto and incorporated herein by this reference and in an amount not to exceed $50,993, inclusive of $3,037 in optional tasks. The optional tasks will be exercised at the CITY's sole discretion and only when approved in writing by the CITY.

2. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described in Attachment 1.

3. **Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. Invoice will be paid on net 30 day terms upon City

acceptance of goods delivered, work or services performed. The invoice must reference this contract #1630.

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until August 31, 2016, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.

5. **Sourcing.** Direct Appoint in accordance with OAR 137-048-0200(1)(c).

6. **First Point of Contact.**

   Independent Contractor: Habib Matin, habib.matin@amecfw.com, PH: 503-941-4018
   CITY: Molly Markarian, mmarkarian@springfield-or.gov, PH: 541-726-4611

7. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.

9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.

10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.

11. **Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.

12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.

13. **No Authority to Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided

15. **Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting

from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective or whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

16. **Insurance.**

16.1. **General Insurance.** The Independent Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than $2,000,000 per occurrence and $3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than $1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section 16.1 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

16.2. **Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.

16.3. **Asbestos Abatement.** (Only applicable to contracts where asbestos maybe present)The Commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:

a. A full occurrence form, or
b. A limited occurrence form with at least a three-year (3) tail, or
c. A claim made form with a three-year (3) tail.

16.4. **Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If Independent Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for the exemption shall be provided to the City.

16.5. **Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

16.6. **Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-

3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract._____**(Contractor initials)**

16.7. **Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

16.8. **Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

16.9. **Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

16.10. **Railroad Protective Liability Coverage.** If work being performed under this agreement is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

17. **Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

18. **Rights In Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

19. **Geographic Information System (GIS) and Computer Aided Design (CAD) Information (When applicable).**

19.1 **GIS Data Provided to Consultants.** CITY shall provide GIS information needed for the project upon request by the consultant. Response time by CITY will vary depending upon workload and data availability. Some GIS information not under CITY purview may need to be requested of other agencies. In such cases CITY will assist by either providing contacts at other agencies or acquiring the data on behalf of the consultant. All data requests need to be properly documented in digital data request forms. For specificity regarding electronic data requests please contact the GIS Section, Technical Services Division at (541) 726-3706. It remains the consultants' responsibility to communicate all project related requests with the CITY assigned project manager.

19.2 **GIS Data Provided by Consultants.** Electronic files of all products including but not limited to word documents, databases, spreadsheets, spatial datasets, imagery and presentation

material shall be submitted to the CITY. These files shall be compatible with CITY software such as Microsoft's Office, ArcGIS and AutoCAD, and submitted in compliance with relevant electronic submittal standards as determined by CITY. GIS or CAD data submitted to CITY shall be geo-referenced to CITY's datum. For exceptions and/or specificity regarding electronic data submittal please contact the GIS section, Technical Services Division at (541)726-3706. It remains the consultants' responsibility to communicate all project related requests with CITY assigned project manager.

20. **Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

21. **Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

22. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

23. **Compliance with All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.

24. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

25. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

26. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

27. **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

28. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

29. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

30. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY, No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

31. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

32. **Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.

33. **Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

34. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF SPRINGFIELD:

By: _____
Name: _____
Title: _____
Date: _____

INDEPENDENT CONTRACTOR

By: _____
Name: Sean Gormley
Title: Principal / Office Manager
Date: 2-26-16

Reviewed by City Contract Officer
2.26.16

REVIEWED & APPROVED
AS TO FORM
JOSEPH J LEAHY
OFFICE OF CITY ATTORNEY
2/29/16

EXHIBIT "A"

CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor Status

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600, and as follows:

A person is customarily engaged in an independently established business if <u>any three</u> of the following <u>five</u> requirements are met:

1. The person maintains a business location:

    a. That is separate from the business or work location of the person for whom the services are provided; or,
    b. That is in a portion of the person's residence and that portion is used primarily for the business.

2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:

    a. The person enters into fixed-price contracts;
    b. The person is required to correct defective work;
    c. The person warrants the services provided; or,
    d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

3. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

4. The person makes a significant investment in the business, through means such as:

    a. Purchasing tools or equipment necessary to provide the services;
    b. Paying for the premises or facilities where the services are provided; or
    c. Paying for licenses, certificates or specialized training required to provide the services.

5. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

EXHIBIT "B"

City of Springfield
Public Contracts
Conformance with Oregon Public Contractors Laws

Pursuant to Oregon law, every public contract shall contain the following conditions:

1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)

2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).

3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).

4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).

5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.

6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.

7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

   a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
   b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
   c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

   An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).

9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).

11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).

12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).

13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).

14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.

16) The payment of a claim does not relieve the contactor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).

17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:

a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).

19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)

20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.

21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.

22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

EXHIBIT C
OREGON TAX LAWS COMPLIANCE AND CERTIFICATION

A. Independent Contractor's Compliance with Tax Laws.

1. Independent Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, 'tax laws" includes all the provisions described in Subsection B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Independent Contractor's warranty, in Subsection B.3. of this Contract, that Independent Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Independent Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Independent Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement Independent Contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

B. Independent Contractor's Representations and Warranties.

Independent Contractor represents and warrants to City that:

1. Independent Contractor (to the best of Independent Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals}for/effective date of] this Contract, faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, to Independent Contractor's property, operations, receipts, or income, or to Independent Contractor's performance of or compensation for any work performed by Independent Contractor;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, or to goods, services, or property, whether tangible or intangible, provided by Independent Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] City under this Contract, and Independent Contractor's Services rendered in the performance of Independent Contractor's obligations under this Contract, shall be provided to City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Channel 6 FIRM Update Project

SCOPE OF WORK

Project Overview

Project Purpose

The City of Springfield desires to improve the accuracy of the FEMA FIRMs for the Channel 6 basin. Specifically, the City wishes to prepare a LOMR application and associated studies/reports necessary to amend FEMA map panels 1133F, 1134F, and 1141F to remove the unnumbered A zones and develop numbered A zones for the entire reach of Channel 6 from approximately I-5 east to 17th Street, plus the downstream A zones south under Hwy 126, then following the Q St Channel west of I-5 to the existing FEMA detailed flood zone. In addition, the City also desires to prepare a CLOMR application and associated studies/reports necessary to support the application to obtain concurrence for prioritized CIPs, using the 2014 Channel 6 Stormwater Master Plan as a basis for the CLOMR.

Geographic Context

Springfield, Oregon is located in the southern Willamette Valley. Springfield is situated in an alluvial valley created by the McKenzie River, which flows along its northern boundary before joining with the Willamette River a few miles to the northwest. The Middle Fork of the Willamette River flows to its confluence with the Coast Fork along Springfield's southern boundary. The combined forks become the main stem of the Willamette River at Springfield's southwest boundary before flowing north, defining the western city limits. The City comprises the eastern portion of the Eugene-Springfield Metropolitan Area. The Channel 6 system is located in the western portion of the City (See **Attachment 1**).

Background Information

Citywide – Stormwater Management

The City of Springfield is located in the Upper Willamette Drainage Basin. The majority of Springfield's stormwater runoff drains through an integrated network of pipes and open channels, discharging either directly to the main stem Willamette or McKenzie Rivers or through outfalls to a tributary of either of those rivers. Most of the major portions of the stormwater drainage system infrastructure were built during the 1960s and as development increased, the system was retrofit with extensions and additions, but most of the main conveyance system was not upsized to facilitate the increased flows associated with full build out.

With respect to water quality, the Willamette River and McKenzie River are listed on Oregon's 303(d) list, indicating that water quality standards for specific pollutants in these streams are currently being exceeded. In addition, in 2006, the Willamette River total maximum daily load (TMDL) was finalized, requiring the City to specifically address the parameters of temperature, bacteria, and mercury. Springfield must address TMDLs as part of its Stormwater Management Program, associated with its Phase II NPDES MS4 Permit and TMDL Implementation Plans.

Channel 6 - Stormwater Management

The Channel 6 system (also known as SCS Channel 6) runs east to west within the West Springfield Q Street and Hayden Bridge sub-basins and discharges to the major storm conveyance system adjacent to Interstate 5 (Attachment 1). The area is heavily developed with a number of open spaces and vacant parcels adjacent to the system. The storm system is nearly flat and composed of an upstream piped conveyance system (east from about 5th Street) with open channels downstream. The open channels system is flat and irregularly graded. There are some pipe constrictions that create backwater and flooding in the system.

Channel 6 received its name from the Soil Conservation Service (SCS) [currently the Natural Resource Conservation Service (NRCS)] when SCS designed and constructed the channel in the mid to late 1960s and early 1970s to improve drainage and control flooding. The Channel was constructed in two projects. The first trapezoidal shaped channel improvement was constructed in 1965 or 1966 from the mouth (at the I-5 Gateway Channel) to Laura Street, a distance of approximately 4,800 feet (0.9 miles). The second improvement project was constructed in 1970 or 1971 from Laura Street to a short distance upstream of 5th Street. Since these SCS channel improvements have occurred, the entire channel upstream of 5th Street and several portions of the channel between 5th Street and Laura Street have been piped, including the Pioneer Parkway crossing, a long pipe downstream of Pioneer Parkway, and numerous roadway crossings. The amount of open channel that remains upstream of Laura Street is approximately 1,600 feet (0.3 miles), of which 70% is located throughout Pacific Park. Channel 6 is very mildly sloped with its lower reach from Laura Street to near its mouth only dropping slightly less than ten feet for an average channel slope of 0.002 feet per foot.

Channel 6 - Natural Resources

Springfield's 2005 adopted Goal 5 Natural Resources Study identifies 13.4 acres of the downstream open channel portion of the Channel 6 system as a riparian resource area (S18). Most of the channel is not considered a locally significant wetland (M27), but 1.85 acres is considered significant (M26). Springfield Development Code Subsection 4.3-117 implements the policies of the Natural Resources Study. Wetlands that are not considered locally significant are not without protection. The Department of State Lands and the Corps of Engineers have the final authority regarding development that has an impact on wetland and riparian areas.

Channel 6 - Stormwater Facility Planning

In 2013, the City of Springfield sought consultant services to prepare a Stormwater Master Plan (SWFMP) for the Channel 6 basin. The primary objectives of the project were to evaluate flooding risks in the drainage basins associated with Channel 6; and formulate, evaluate, and develop recommendations regarding alternative capital improvement projects (CIPs) that can reduce flooding, improve water quality, and enhance wildlife and aquatic habitat. Prior citywide stormwater facility planning had indicated and justified a need for construction of stormwater quality and conveyance facilities for Channel 6. The 2014 Channel 6 SWFMP initiated implementation of these necessary improvements by defining a program that provided a rigorous analysis of channel capacity and functions for Channel 6. The SWFMP also presented an evaluation of flooding risks in the drainage basins associated with Channel 6 and an evaluation of alternative CIPs that would address the City's planning objectives for flood control, water quality, and habitat enhancements in the Channel 6 basin (See Attachment 2).

Prior to prioritizing the design and construction of the CIPs identified in the Channel 6 SWFMP, the City desires under this scope of work to prepare and submit a Letter of Map Revision (LOMR) to FEMA to formalize a floodplain boundary based on best available data of the current conditions. The City also desires under this scope of work to modify the hydraulic modeling and mapping prepared for the LOMR to confirm the potential floodplain changes that would result from construction of the prioritized CIPs in the Channel 6 SWFMP.

In the future, and not part of this scope of work, the City intends to complete engineering design, permitting, and construction of the prioritized CIPs in the Channel 6 SWFMP, followed by the preparation and submission of a Letter of Map Revision (LOMR) for the affected segments of Channel 6.

Channel 6 – Floodplain Mapping
FEMA's Flood Insurance Study for Springfield was published in 1985. Numerous changes have occurred to Channel 6 over the past 30 years without updating the flood maps. The mapped floodplain for Channel 6 is an unnumbered Zone A, meaning that FEMA did not do the detailed analysis necessary to determine estimated depth of flooding or base flood elevations. Knowing that the City wishes to update the floodplain maps for the Channel 6 basin, as part of the stormwater facility planning for Channel 6 completed in 2014, the City directed its consultants to perform hydraulic modeling of the Channel 6 basin using FEMA-established standards and guidelines, where applicable.

Chapter 3 of the Channel 6 SWFMP documents the results of the hydrologic and hydraulic modeling of the Channel 6 basin and presents a summary of flooding-related problems identified throughout the basin. Modeling was performed using the U.S. Environmental Protection Agency's Stormwater Management Model Version 5 (SWMM5) and the U.S. Army Corps of Engineers' Hydrologic Engineering Centers River Analysis System (HEC-RAS), Version 4.1.0. While most of the modeling needed to develop the master plan was developed using SWMM5, HEC-RAS was used to develop a hydraulic model of the lower Channel 6 waterway using the standards and guidelines established by FEMA to allow the model to be used to complete a FEMA-approved process to convert the Channel 6 floodplain mapping from an approximate study with no established base flood elevations (BFEs) to a detailed study with BFEs established and floodplains and floodways accurately mapped.

TASK 1 PROJECT COORDINATION

This task includes all project management and coordination activities for the entire project duration. QA/QC actions are included in the respective project tasks.

1.1 Kickoff Meeting with the CITY.
CONSULTANT will meet with CITY at the outset of the project to kick off the project, establish lines of effective communication, and ensure that all CONSULTANT staff working on the project is up to speed on CITY expectations for this project. This meeting will also establish clearly the extent and scope of the waterway reaches.

1.2 Monthly Progress Reports.

CONSULTANT will submit written monthly progress reports and invoices to CITY in a timely manner documenting the percent complete and amount billed currently and to-date by task. Issues affecting project completion or otherwise needing resolution will be included in these reports.

1.3 Project Management and Documentation.
CONSULTANT will be available for and responsive to communications with CITY, Oregon Department of Land Conservation and Development (DLCD), and FEMA, as needed.

Deliverables:

- Preparation for, attendance at, and minutes of kickoff meeting with CITY
- Monthly written project status reports
- Monthly invoices

TASK 2 RECONNAISSANCE AND DATA REVIEW

This task includes obtaining and reviewing the critical start-up data needed to drive the remaining tasks. Most activity required for this task was completed during the Channel 6 Stormwater Master Plan project which included the following activities:

- Obtaining Basemapping in GIS format
- Obtaining LiDAR data from DOGAMI
- Obtaining Information on Previous Hydraulic Modeling from City
- Obtaining As Built Drawings of Hydraulic Structures from City
- Obtaining Recorded Water Surface & Temperature Data from the City.
- Locating Sections for Ground Survey
- Conducting a Field Reconnaissance

However, since the scope of this project is extended approximately one mile downstream of the limit of the previous study for Channel 6, the following activities are required to gather the additional information for the channel approximately one mile downstream of the existing Channel 6 hydraulic model.

2.1 Locate Sections for Ground Survey of Downstream Area.
CONSULTANT will work with existing mapping information and available photographs of previous flood events in the area to preliminarily identify the location of needed cross sections for approximately one mile downstream of the existing hydraulic model. Since LiDAR data is available, the focus of the exercise is to identify the locations where underwater data will be needed, along with the hydraulic structures that need to be surveyed. It is anticipated that field survey work of the cross section locations will be completed by City's survey staff, as described in Task 3.

2.2 Conduct a Field Reconnaissance of Downstream Area and Structures.
CONSULTANT will conduct a field reconnaissance of the approximately one mile extended downstream reach to verify preliminary cross section layout identified in Task 2.1 and visit structures to be surveyed for the extended downstream channel. CONSULTANT will photograph the waterway and take notes associated with the appropriate assignment of roughness coefficients for both channel and overbank flow areas. CONSULTANT will measure hydraulic dimensions for all bridges, including deck dimensions and pier characteristics, needed for hydraulic modeling. Culvert inlet types, materials, and sizes will be measured. This measured data will be used together with the needed ground surveys of road centerlines and critical control sections, approach waterway channels, bridge corner elevations, and culvert inverts to complete the hydraulic models.

2.3 Obtain Recorded Water Surface Data from the City.

CONSULTANT will obtain from the CITY and review any updated recorded water surface data from recent flood elevations subsequent to the Channel 6 SWFMP work.

Deliverables:

- GIS Basemap coverages for current effective Flood Insurance Study (FIS)
- Structure as-builts or sketches of opening and obstruction to flow with PE seals to accompany the required MT-2 forms
- CD-ROM with digital field reconnaissance photos and scanned sketches

TASK 3 COORDINATE WITH CITY'S DOWNSTREAM GROUND SURVEY

This task is provided for the need to perform ground survey for the hydraulic modeling for the extended stream reach downstream of the existing Channel 6 hydraulic model for approximately one mile. It is anticipated that CITY survey staff will measure the required channel cross section data. The CITY staff will be familiar with the most current edition of FEMA's *Guidance for Aerial Mapping and Surveying*, including the requirements associated with the survey certifications that must be submitted to FEMA. With the CONSULTANT's guidance and instruction, the procedures and equipment used by CITY staff should fully satisfy the specified survey guidelines.

3.1 Cross Sections.

The CITY will survey waterway sections from bank to bank, such that CONSULTANT can tie those points in with LiDAR based elevation data to develop hydraulic model sections that span the 500-year floodplain.

3.2 Hydraulic Structures.

The CITY will survey road centerlines and the waterway channel at the upstream side of the crossing and will survey culvert invert elevations (IEs) at the inlet and outlet or bridge corners and pier centerlines at bridges. Field notes will document bridge corners, control point layout, and the inlet size, type, and material of culverts.

3.3 Aerial Check Points.

The CITY will survey at least four coordinate points at agreed upon and well-defined locations such that CONSULTANT can quantify the positional and elevation accuracy of the LiDAR elevation data provided by the CITY.

Deliverables:

- Digital ASCII survey point file in CSV format
- PDF scan of survey field notes
- Digital copies of any photos taken during survey
- PDF scan of Professional Land Surveyor (PLS) sealed survey report, certification and point plot

TASK 4 DOWNSTREAM FLOW ANALYSIS

CONSULTANT will establish flows for the 10-, 2-, 1-, and 0.2-percent annual exceedance probability (AEP) events (commonly called the 10-, 50-, 100-, and 500-year events, respectively). Flows will be based on the existing CITY stormwater master plan or, if not available, on regression of similar area flows from stormwater plans from the CITY or the City of Eugene.

TASK 5 HYDRAULIC FLOODPLAIN AND FLOODWAY MODELING

This task involves the creation and update of the hydraulic HEC-RAS model to develop needed flood elevation profiles for the Channel 6 study area by incorporating the extended stream reach downstream of

the existing hydraulic model and by converting the upstream open-channel section from SWMM5 to HEC-RAS.

5.1 Obtain LiDAR Ground Surface.
CONSULTANT will obtain LiDAR ground surface elevation grid from the CITY (2013 flight) or, if unavailable, use the most recent LiDAR downloaded from the Oregon Department of Geology and Mineral Industries (DOGAMI) web site.

5.2 Expand base mapping.
CONSULTANT will map model elements including structure locations, cross-sections, profile baselines, and left and right flow alignment lines.

5.3 Create Downstream Hydraulic Model.
CONSULTANT will create a HEC-RAS hydraulic model by electronically cutting hydraulic cross sections across the floodplain using elevation data from both the ground surface TIN and additional ground survey data from Task 3, as appropriate. Connect SWMM reaches to HEC-RAS for open channel and overflow, if any, and renew HEC-RAS structures for FEMA criteria.

5.4 Convert Upstream Hydraulic Model.
CONSULTANT will convert the upstream hydraulic model of the open channel portions and modeled stream crossing structures from SWMM to HEC-RAS to facilitate FEMA acceptance and floodway modeling. CONSULTANT will include overflow reaches that are wet in the 100-year profile and confirm that modeling of the structures meets FEMA expectations.

5.5 Execute & Check Hydraulic Model.
CONSULTANT will execute the hydraulic model to verify that sound hydraulic engineering judgments have been made regarding effective flow areas. CONSULTANT will also run FEMA's CHECK-RAS and unresolved problems identified by CHECK-RAS will be documented for eventual submittal to FEMA.

5.6 Calibrate Hydraulic Model.
CONSULTANT will calibrate the hydraulic model by adjusting channel roughness (Manning n-values) to reflect high water information obtained from the SWFMP work and from the CITY.

5.7 Map Floodplain Boundaries.
CONSULTANT will map the 100-year and the 500-year floodplain boundaries as GIS polygons. Model and map data will be reviewed to confirm consistency between the HEC-RAS widths and map widths at study cross-sections.

5.8 Establish and Map Floodway
CONSULTANT will develop a FEMA floodway under existing conditions for the 100-year flow event through Channel 6 and through the downstream expanded study area. CONSULTANT will prepare a digital floodway data table with floodway widths and other required data for FEMA submittal. CONSULTANT will modify the base model as needed to obtain consistent modeling of base and floodway profiles. CONSULTANT will map the floodway consistent with HEC-RAS model results and consistent with the floodplain modeling and mapping. The results of this task will be submitted to CITY for approval prior to completing the Flood Insurance Study (FIS) submittal package for FEMA (Task 7).

5.9 Hydraulic Model QA/QC
CONSULTANT will check the HEC-RAS hydraulic model using FEMA's CheckRAS computer program, and will respond to the messages that result showing that messages that remain following model adjustments are acceptable.

5.10 Complete Digital Workmap and Certification.
CONSULTANT will incorporate information from GIS mapping of floodplain and floodway boundaries, stream profile baselines, structures, cross sections, and base flood elevation contours, together with the base map information, to complete digital work maps consistent with report tables and profiles and with the model labeling and results. CONSULTANT will provide a digital workmap certification sealed by an Oregon registered professional engineer (PE).

Deliverables:

- CHECK-RAS output message file with CONSULTANT responses in spreadsheet format
- Digital hydraulic modeling (input and output) files
- Digital floodway data table for each waterway studied in spreadsheet format
- GIS map layer of floodplain boundaries
- GIS map layer of floodway boundaries
- GIS map layer of base flood elevation contours
- Digital workmap (in AutoCAD format)

TASK 6 PREPARE ENGINEERING REPORT

CONSULTANT will prepare an engineering report that documents the engineering methodology followed to develop the study flows, hydraulic profiles, and floodplain and floodway mapping. The report will document hydraulic parameters such as channel and overbank roughness (Manning n-values), and will document concurrence with the downstream and, if applicable, upstream flood zone boundaries for both the 100- and 500-year floodplains. The report will include tables of flows, n-values, base elevations, and floodway elevations and surcharges.

TASK 7 FEMA LOMR SUBMITTAL

This task involves completing the FEMA LOMR submittal package according to the FEMA Guidelines utilizing results of prior tasks. Some FEMA LOMR submittals may require activities relating to compliance with Endangered Species Act (ESA) requirements, including potential impacts to habitat of Threatened and Endangered Species. The LOMR application to convert unnumbered (approximate) A zones to detailed studies should be exempt from ESA requirements, although the CITY will need to certify (by checking a box and signature on the MT-2 form) that it complies with ESA requirements.

7.1 Prepare FEMA MT-2 Forms.
Consultant will prepare FEMA MT-2 forms for the waterway(s) studied, and for the cross-sections included in the study. Forms will be submitted as PDF files to the CITY for signature by the floodplain administration official. Forms will also be submitted to City of Eugene for signature if any study floodplains are within Eugene's incorporated limits and to Lane County for signature if any study floodplains are outside the incorporated CITY limits.

7.2 Assist CITY with Public Notification Requirements.
The LOMR application will require documentation of public notification and advertising. CONSULTANT will assist the CITY by providing input on notification and advertising requirements. CITY will perform the public notification and place advertisements. CITY will provide certifications or other documentation that notification and advertising requirements were met.

7.3 Assemble Submittal Files.
The information from this project will be arranged into a logical digital file tree for digital submittal to FEMA.

Deliverables (Digital Submittal on CD-ROM):

- Field notes with structure sketches sealed by Oregon PE

- Digital survey files (point files, PDF scan of point plot, certification) sealed by Oregon Professional Land Surveyor (PLS)
- Digital FIS workmap and certification sealed by Oregon PE
- Digital GIS DFIRM map layers including cross-sections, profile baseline, structures, flood hazard areas, flood hazard lines, and base flood elevation contours (SHP format)
- Engineer report (PDF format) sealed by Oregon PE
- Digital model inputs and outputs (HEC-RAS format ASCII files)
- Digital floodway data table (spreadsheet format)
- Engineer certification form sealed by Oregon PE Documentation that public notification requirements were met (PDF scans or advertisement placements and certifications of mailings by the CITY)

TASK 8 RESPOND TO FEMA REVIEW COMMENTS

This task provides for up to twenty (20) hours to respond to FEMA review comments associated with the Task 7 LOMR submittal. Responses may be needed to address requests by FEMA or their review contractor for additional data, to interact via phone, in-person, and email, and address informal requests for information relating to the engineering analysis and the mapping. The ultimate goal is to achieve FEMA approval and obtain revised floodplain and floodway mapping and technical information for the Channel 6 submittal. Additional effort may be needed and will be arranged with the CITY on a Time and Material basis.

TASK 9 HYDRAULIC MODELING OF PRIORITY CIP SITES

CONSULTANT will update the hydraulic model created for the LOMR submittal to reflect conditions described in the SWFMP for construction of the priority CIPs. The CIPs to be included will be along the waterway studied for the LOMR submittal, and identification of the mix of CIPs will be coordinated with the CITY.

9.1 Model and Map Floodplain with CIPs.

CONSULTANT will map the floodplain corresponding to the priority CIPs.

9.2 Model LOMR Floodway with Proposed CIPs.

CONSULTANT will model the LOMR floodway widths for conditions with construction of the priority CIPs and confirm that the floodway surcharge remains within the maximum allowed.

9.3 Prepare a Technical Memorandum.

CONSULTANT will document findings of the priority-CIP condition modeling in a brief technical memorandum (2 to 4 pages plus tables and graphics).

Deliverables:

- Digital hydraulic model input and output files for modeling the changed geometry of the priority-CIP condition
- GIS 100- and 500-year floodplain boundary files (SHP format) for the priority-CIP condition
- Digital files of the priority-CIP condition used to develop geometry (SHP or AutoCAD format with contours and other changes of the priority-CIP condition) maps of floodplain and floodway boundaries with the proposed CIPS
- A Table with the prioritization list of CIPs

TASK 10 PUBLIC INVOLVEMENT (OPTIONAL)

This optional task could involve two different public involvement activities.

The first activity would be a single open house (not required by FEMA) when the hydraulic models and draft maps are developed, so that any flooding issues can be reflected in the model and map revision that may occur as part of the floodway analysis. This meeting will allow CITY and CONSULTANT to collect information from the public and incorporate changes into the base floodplain model, before investing significantly in developing the floodways and finalizing the profiles. This meeting may reduce or avoid protests when FEMA issues the provisional results for public comment.

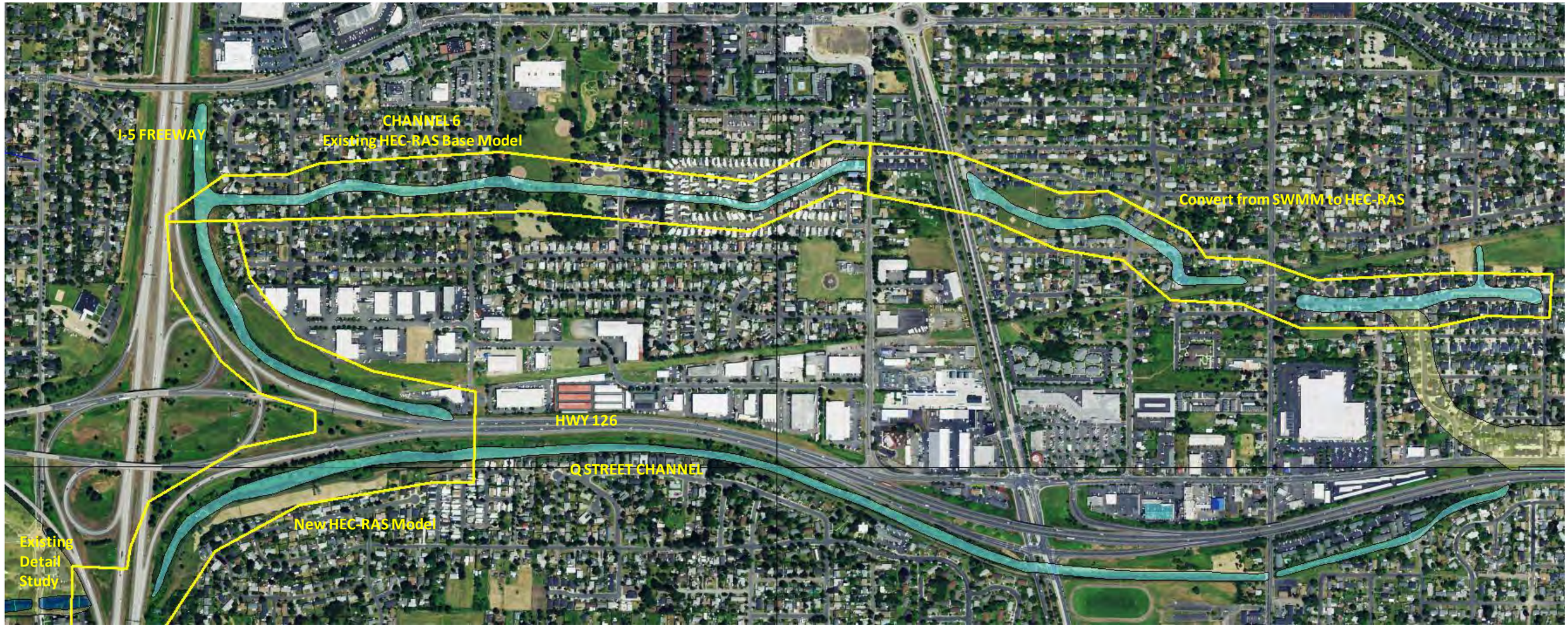
The second activity would be the Consultant's participation in a final public open meeting required by FEMA to present the provisional FIS maps and profiles that finally result from the FEMA review of the Consultant's submittal.

10.1 Open House Floodplain Review Meeting.
CONSULTANT will participate in an open house or similar public forum to review the base profile products before developing floodways.

10.2 FEMA Public Meeting.
CONSULTANT will participate in the public meeting to review the provisional FIS profiles and maps that are published for public comment following the FEMA review of the FIS submittal.

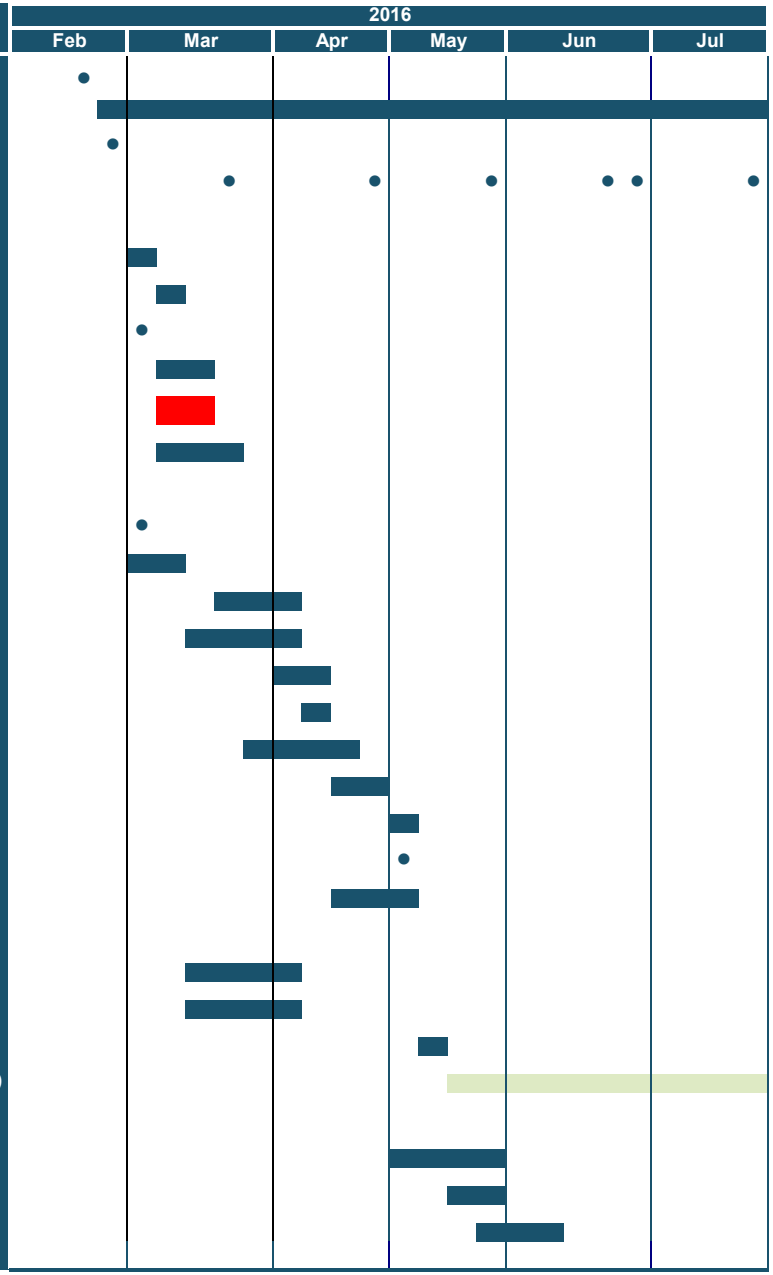
It is anticipated that the City will lead the public involvement efforts and CONSULTANT will provide the necessary support by attending two meetings, as requested by the City.

ATTACHMENT 1: Channel 6 LOMR Scoping Map



Schedule - Channel 6 Floodplain Mapping LOMR
Date: February 3, 2016

	Task and Activity	Start	Finish
	Notice to Proceed	*2/25/2016*	
1	**Project Coordination**	*2/25/2016*	*7/31/2016*
1.1	Project kick-off meeting	*2/28/2016*	
1.2	Progress billings	*Monthly*	
2	**Reconnaisance and Data Review**		
2.1	Locate Sections for Ground Survey of Downstream Area	*3/3/2016*	*3/9/2016*
2.2	Field Reconnaissance of Downstream Area and Structures	*3/10/2016*	*3/16/2016*
2.3	Obtain Water Surface Data from the City	*3/4/2016*	
3	**Coordinate with City's Downstream Ground Survey**	*3/10/2016*	*3/21/2016*
	City Performs Downstream Survey	*3/10/2016*	*3/21/2016*
4	**Downstream Flow Analysis**	*3/10/2016*	*3/30/2016*
5	**Hydraulic Floodplain & Floodway Modeling**		
5.1	Obtain LiDAR Ground Surface	*3/4/2016*	
5.2	Expand base mapping	*3/3/2016*	*3/16/2016*
5.3	Create Downstream Hydraulic Model	*3/24/2016*	*4/13/2016*
5.4	Convert Upstream Hydraulic Model	*3/17/2016*	*4/13/2016*
5.5	Execute & Check Hydraulic Model	*4/7/2016*	*4/20/2016*
5.6	Calibrate Hydraulic Model	*4/14/2016*	*4/20/2016*
5.7	Map Floodplain Boundaries	*3/31/2016*	*4/27/2016*
5.8	Establish & Map Floodway	*4/21/2016*	*5/4/2016*
5.9	Hydraulic Model QA /QC	*5/5/2016*	*5/9/2016*
5.10	Complete Digital Workmap and Certification		*5/9/2016*
6	**Prepare Engineer Report**	*4/21/2016*	*5/9/2016*
7	**FEMA LOMR Submittal**		
7.1	Prepare FEMA MT-2 Forms	*3/17/2016*	*4/13/2016*
7.2	Assist City with Public Notification Requirements	*3/17/2016*	*4/13/2016*
7.3	Assemble submittal files	*5/12/2016*	*5/16/2016*
8	**Respond to FEMA Review Comments**	*5/19/2016*	*(FEMA review)*
9	**Hydraulic Modeling of Priority CIP Sites**		
9.1	Model and Map Floodplain Boundaries for Priority CIPs	*5/5/2016*	*6/1/2016*
9.2	Model LOMR Floodway with Proposed CIPs	*5/19/2016*	*6/1/2016*
9.3	Prepare a Technical Memorandum on Findings	*5/26/2016*	*6/13/2016*



Legend:

Period of activity by Amec Foster Wheeler

Period of occasional activity for Amec Foster Wheeler to respond to FEMA comments

Period of survey data measuring by City crews

Channel 6 FIRM Update Fee Estimate - Amec Foster Wheeler- 1/08/2016

		PM QA/QC	Hydraulic Modeling / FEMA Submittal		Admin Support	Task Hours	Task Cost
	Staff Name	H. Matin	S. Jelen	T. Marley	A. Yellowbear		
	Hourly rate	$ 164	$ 164	$ 105	$ 60		
Task	Task Description						
1	**Project Coordination**	8	4		1	**13**	**$ 2,024**
1.1	Project kick-off meeting	4	4		1	9	
1.2	Progress billings	4				4	
2	**Reconnaisance and Data Review**	1	7	8		**16**	**$ 2,147**
2.1	Locate Sections for Ground Survey of Downstream Area	1	3			4	
2.2	Field Reconnaissance of Downstream Area and Structures		4	6		10	
2.3	Obtain Water Surface Data from the City			2		2	
3	**Coordinate with City's Downstream Ground Survey**	1		3		**4**	**$ 478**
4	**Downstream Flow Analysis**	2	4	16		**22**	**$ 2,657**
5	**Hydraulic Floodplain & Floodway Modeling**	14	80	32		**126**	**$ 18,734**
5.1	Obtain LiDAR Ground Surface			2		2	
5.2	Expand base mapping	1	4	12		17	
5.3	Create Downstream Hydraulic Model	2	16	6		24	
5.4	Convert Upstream Hydraulic Model	2	16	6		24	
5.5	Execute & Check Hydraulic Model	2	8	4		14	
5.6	Calibrate Hydraulic Model	1	8	2		11	
5.7	Map Floodplain Boundaries	1	4			5	
5.8	Establish & Map Floodway	1	16			17	
5.9	Hydraulic Model QA /QC	4	4			8	
5.10	Complete Digital Workmap and Certification		4			4	
6	**Prepare Engineer Report**	4	16	8	1	**29**	**$ 4,170**
7	**FEMA LOMR Submittal**	5	22	4	1	**32**	**$ 4,897**
7.1	Prepare FEMA MT-2 Forms	2	12			14	
7.2	Assist City with Public Notification Requirements	1	2			3	
7.3	Assemble submittal files	2	8	4	1	15	
8	**Respond to FEMA Review Comments**	2	16	2		**20**	**$ 3,155**
9	**Hydraulic Modeling of Priority CIP Sites**	9	40	16		**65**	**$ 9,694**
9.1	Model and Map Floodplain Boundaries for Priority CIPs	4	24	12		40	
9.2	Model LOMR Floodway with Proposed CIPs	1	4			5	
9.3	Prepare a Technical Memorandum on Findings	4	12	4		20	
	Task 1 through 9 Total Hours	46	189	89	3	327	**$ 47,956**
	Tasks 1 through 9 Total Cost	$ 7,528	$ 30,930	$ 9,319	$ 179		

Optional Task

10	**Public Involvement (Optional)**	8	8	4		**20**	**$ 3,037**
10.1	Open House Floodplain Review Meeting	4	4	2		10	
10.2	FEMA Public Meeting	4	4	2		10	

ATTACHMENT 2

2014 Stormwater Master Plan

Please note:

Due to the large size of the 2014 Stormwater Master Plan delivered by AMEC Foster Wheeler the document has not been attached to this contract. City staff and Independent Contractor staff will be utilizing that document for the delivery of services for this contract.

For access to the document it is available by submitting a public records request form. A copy of the form can be found at:

http://www.springfield-or.gov/CMO/Records%20and%20Fire%20Request%20Forms/Springfield%20Public%20Records%20Request%20Distribution.pdf

Your request may be mailed to:

City Recorder
City of Springfield
225 5th Street
Springfield, OR 97477

Or, you may e-mail your request to: asowa@springfield-or.gov

Direct Appointment
For the Purchase of Professional Services
City of Springfield
Department of Development and Public Works

The determination of direct appointment is based on the following findings as specified in OAR 137-048-0200(1)(c). Contracting Agencies may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:

(c) Continuation of Project with Intermediate Estimated Fee. For Contracting Agencies where a Project is being continued, as more particularly described below, and where the Estimated Fee will not exceed $250,000, the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services to be performed under the Contract must meet the following requirements:

(A) The services consist of or are related to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services that have been substantially described, planned or otherwise previously studied in an earlier Contract with the same Consultant and are rendered for the same Project as the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services rendered under the earlier Contract;

(B) The Estimated Fee to be made under the Contract does not exceed $250,000; and

(C) The Contracting Agency used either the formal selection procedure under OAR 137-048-0220 (Formal Selection Procedure) or the formal selection procedure applicable to selection of the Consultant at the time of original selection to select the Consultant for the earlier Contract; or

This Direct Appointment is consistent with OAR 137-048-0200(1)(c) and 279C.115. The City used a solicitation process under OAR 137-048-0220 in April 2013 for professional engineering services to develop a Stormwater Master Plan that would analyze the Channel 6 basin's capacity and functions in order to inform and prioritize the design and construction of future capital projects. The City ultimately selected AMEC Environmental & Infrastructure, Inc. (AMEC) and executed a contract in July 2013. AMEC's scope of work specified the development of hydrologic and hydraulic modeling for Channel 6 using the standards and guidelines established by FEMA to allow the model to be used to later convert the Channel 6 floodplain mapping from an approximate study with no established base flood elevations (BFEs) to a detailed study with BFEs established and floodplains and floodways accurately mapped. AMEC has completed the Stormwater Master Plan.

At this time, the City is now proceeding with the next step towards implementing the one of the recommendations of the Stormwater Master Plan which is improving the accuracy of the FEMA FIRMs for the Channel 6 basin. In direct appointing for this task, the City will accrue cost savings by building on AMEC's prior modeling work in the Channel 6 basin to prepare a complete submission package to FEMA. In addition, cost savings will accrue from employing a direct appointment process in lieu of a separate formal solicitation. DPW explains that Direct Appointment of AMEC wouldn't diminish competition as the firm has the institutional knowledge of the project and it is in the City's and the public's best interest to continue working with AMEC. The estimated fee for this phase of the project is estimated to be $50,993. Combined with the work under a previous contract ($144,403) the total contract value is below the state threshold of $250,000 OAR 137-048-0200 (1)(c)(A)(B)(C).

APPROVED:

City Manager	Date
Kenneth J. Vogney AFC Dept. Director	2/18/16 Date
Joseph J Leahy City Attorney Office	2/16/16 Date
City Contracts Manager	2.16.16 Date

AGENDA ITEM SUMMARY		
	Meeting Date:	3/7/2016
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Chief Tim Doney
	Staff Phone No:	541-726-3729
	Estimated Time:	15 Minutes
S P R I N G F I E L D **C I T Y C O U N C I L**	**Council Goals:**	Strengthen Public Safety by Leveraging Partnerships and Resources

ITEM TITLE:	AN ORDINANCE AMENDING CHAPTER 6, VEHICLES AND TRAFFIC, ADDING SECTION 6.112 TO THE SPRINGFIELD MUNICIPAL CODE, UNLAWFUL TRANSFER ON VEHICULAR PORTION OF THE RIGHT-OF-WAY
ACTION REQUESTED:	Conduct a public hearing and first reading on the following ordinance: AN ORDINANCE AMENDING CHAPTER 6, VEHICLES AND TRAFFIC, ADDING SECTION 6.112 TO THE SPRINGFIELD MUNICIPAL CODE, UNLAWFUL TRANSFER ON VEHICULAR PORTION OF THE RIGHT-OF-WAY (FIRST READING)
ISSUE STATEMENT:	Shall the City develop and implement an Ordinance prohibiting the transfer of money or other property between pedestrians and drivers or passengers in vehicles upon the public roadway?
ATTACHMENTS:	1. Draft Vehicle and Traffic Ordinance Section 6.112
DISCUSSION/ FINANCIAL IMPACT:	The proposed amendment would prohibit motor vehicles from stopping in the roadway for the purpose of transferring property to pedestrians. This is a revised proposal from the Work Session held on 02-16-2016, and does NOT include penalties for pedestrians from the first draft. Staff recommends the City Council schedule the ordinance for second reading and adoption at a future meeting.

ORDINANCE NO. _____ (General)

AN ORDINANCE AMENDING CHAPTER 6, VEHICLES AND TRAFFIC, ADDING SECTION 6.112 TO THE SPRINGFIELD MUNICIPAL CODE, UNLAWFUL TRANSFER ON VEHICULAR PORTION OF THE RIGHT-OF-WAY

The City Council of the City of Springfield finds as follows:

WHEREAS, conducting transactions in the street from or within a right-of-way creates safety risks for pedestrians and motorists;

WHEREAS, it is in the public interest that public streets and roadways operate safely; and

WHEREAS, it is in the public interest for the City of Springfield to add Section 6.112, Unlawful Transfer on Vehicular Portion of the Right-of-Way, to the Springfield Municipal Code.

NOW THEREFORE, based upon the foregoing findings, the City Council of the City of Springfield ordains as follows:

Section 1. The following section shall be added to Chapter 6, Vehicles and Traffic, index page:

6.112 Unlawful Transfer on Vehicular Portion of the Right-of-Way.

Section 2. The following language shall be added as Section 6.112, Unlawful Transfer on Vehicular Portion of the Right-of-Way:

6.112 Unlawful Transfer on Vehicular Portion of the Right-of-Way.

(1) A person commits the offense of unlawful transfer on a vehicular portion of the right-of-way if the person while a driver or passenger in a vehicle on a highway, road or street within the boundaries of the city of Springfield, gives or relinquishes possession or control of, or allows another person in the vehicle to give or relinquish possession or control of any item of property to a pedestrian.

(2) This section does not apply if the vehicle is legally parked. This section also does not apply to persons participating in a “Pedestrian Activity,” as defined in OAR 734 Division 58, for which a permit has been issued by the Oregon Department of Transportation, so long as all terms of such permit are being met.

(3) An offense of this section is punishable as a violation and may include a fine of $50.00.

Section 3. Severability. If any phrase, clause, or other part or parts of this Article is found to be invalid by a court of competent jurisdiction, the remaining phrases, clauses and other part or parts shall remain in full force and effect.

Adopted by the City Council of the City of Springfield this ____ day of _____, 2016 by a vote of _____ in favor _____ against.

Approved by the Mayor of the City of Springfield this ____ day of _____, 2016.

_____
Christine Lundberg, Mayor

ATTEST:

_____
Amy Sowa, City Recorder

AGENDA ITEM SUMMARY		
	Meeting Date:	3/7/2016
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Bob Duey/Finance
	Staff Phone No:	541.726.3740
	Estimated Time:	10 Minutes
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Provide Financially Responsible and Innovative Government Services

ITEM TITLE:	SUPPLEMENTAL BUDGET RESOLUTION
ACTION REQUESTED:	Conduct a public hearing and adopt/not adopt the following resolutions: A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS: GENERAL, SPECIAL REVENUE, COMMUNITY DEVELOPMENT, REGIONAL WASTEWATER DEBT SERVICE, REGIONAL WASTEWATER REVENUE BOND CAPITAL PROJECT, DEVELOPMENT ASSESSMENT CAPITAL, STORM DRAINAGE CAPITAL, REGIONAL WASTEWATER CAPITAL, STORM DRAINAGE IMPROVEMENT SDC STORM DRAINAGE REIMBURSEMENT SDC, SANITARY SEWER REIMBURSEMENT SDC, SANITARY SEWER IMPROVEMENT SDC, SDC TRANSPORTATION REIMBURSEMENT, SDC TRANSPORTATION IMPROVEMENT, REGIONAL WASTEWATER AND VEHICLE & EQUIPMENT FUNDS.
ISSUE STATEMENT:	At various times during the fiscal year the Council is requested to adjustments the annual budget to reflect needed changes in planned activities, to recognize new revenues, or to make other required changes. These adjustments to resources and requirements change the current budget and are processed through supplemental budget requests scheduled by the Finance Department on an annual basis. This is the second of three scheduled FY16 supplemental budget requests to come before Council. The supplemental budget being presented includes adjusting resources and requirements in General, Special Revenue, Community Development, Regional Wastewater Debt Service, Regional Wastewater Revenue Bond Capital Project, Development Assessment Capital, Storm Drainage Capital, Regional Wastewater Capital, Storm Drainage Improvement SDC Storm Drainage Reimbursement SDC, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Transportation Reimbursement, SDC Transportation Improvement, Regional Wastewater and Vehicle & Equipment Funds. The City Council is asked to approve the attached Supplemental Budget Resolution.
ATTACHMENTS:	Attachment 1. Council Briefing Memorandum Attachment 2. Supplemental Budget Resolution
DISCUSSION/ FINANCIAL IMPACT:	The overall financial impact of the Supplemental Budget Resolution is to increase Operating Expenditures of $384,264, Capital Projects $6,075,000, Interfund Transfers $4,724,344, Debt Service $35,645,000 and increase in Misc Fiscal Transactions $466,000. These are offset by reserves $42,466,478 and new revenue $4,828,130.

M E M O R A N D U M **City of Springfield**

Date: 3/7/2016

To: Gino Grimaldi

From: Bob Duey and Paula Davis

Subject: SUPPLEMENTAL BUDGET REQUEST

COUNCIL BRIEFING MEMORANDUM

ISSUE:

At various times during the fiscal year the Council is requested to make adjustments to the annual budget to reflect needed changes in planned activities, to recognize new revenues, or to make other required adjustments. These adjustments to resources and requirements change the current budget and are processed through supplemental budget requests scheduled by the Finance Department on an annual basis.

This is the second of three scheduled FY16 supplemental budget request to come before Council. The supplemental budget being presented includes adjusting resources and requirements in the General, Special Revenue, Community Development, Regional Wastewater Debt Service, Regional Wastewater Revenue Bond Capital Project, Development Assessment Capital, Storm Drainage Capital, Regional Wastewater Capital, Storm Drainage Improvement SDC Storm Drainage Reimbursement SDC, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Transportation Reimbursement, SDC Transportation Improvement, Regional Wastewater and Vehicle & Equipment Funds.

The City Council is asked to approve the attached supplemental Budget Resolution.

COUNCIL GOALS/ MANDATE:

Financially Responsible and Stable Government Services

BACKGROUND:

Supplemental budgets may be used to meet unexpected needs or to spend revenues not anticipated at the time the original budget was adopted. In accordance with Oregon budget law, notification of this supplemental budget and hearing is made no later than five calendar days before the public meeting. A public hearing is only required when a supplemental budget request changes total appropriations within a fund by 10% or greater; however the City of Springfield practice has been to process all supplemental budget requests through a public hearing for Council's approval and adoption. Notification of this public hearing was published in the Springfield Times on Thursday, February 25, 2016. The attached information identifies the individual items that are included in the March 7th, 2016 Supplemental Budget request.

Changes to the budget included in this request fall into three general categories: reallocation of existing resources, re-appropriations or carryovers, and new appropriation requests. Reallocations move existing approved budget authority between funds or between departments. These adjustments can include reallocating reserves within a fund and beginning cash adjustments.

Re-appropriations or carryovers represent money that was committed by contract in the previous year but the contracted work was not completed within the fiscal year. The prior year's remaining budget amount needs to be appropriated into this year's budget to allow final payments to be made in the current year. Re-appropriations also may include money for capital projects that were planned but not completed in the prior year. The projects are still scheduled and funds are being carried forward to the current year's budget.

New appropriation requests include both expenditure items that are funded by new revenue, such as a new grant, and expenditure items that are being requested to be funded out of reserves. Those requests funded from reserves include items implementing Council direction, emerging issues identified by the City Executive Team that need to be resolved immediately, or to meet legal requirements.

SUPPLEMENT BUDGET REQUESTS BY FUNDS

In the proceeding Fund tables request will be reflected in two separate columns one for adjustments & carryovers and a second for new request. The intent of this new format is to show items that are strictly housekeeping efforts separately from request for program changes.

General Fund – The proceeding table shows the impact of all General Fund requests on the FY16 Adopted budget. The numbers at the right of the table correspond to the description of the request that is below the table.

General Fund 100				
	FY16 Amended Budget	**New Request**	**Amended Budget**	
Resources				
FY16 Amended Resources	**$ 44,725,599**		**$ 44,725,599**	
Claims Recovery		9,780	9,780	(1)
Transfer from 419		174,344	174,344	(2)
Total General Fund	**$ 44,725,599**		**$ 44,909,723**	
Requirements				
FY16 Amended Operating Budget	**$ 34,851,191**		**$ 34,851,191**	
Fire & Life Safety		9,780	9,780	(1)
Finance		174,344	174,344	(2)
Total Operating Budget			**$ 35,035,315**	
Non-Departmental Expenses:				
Transfers	$ 947,566		$ 947,566	
Debt Service	227,709		227,709	
Contingency	600,000		600,000	
Reserves	8,099,133		8,099,133	
Total Non-Departmental	**$ 9,874,408**		**$ 9,874,408**	
Total General Fund	**$ 44,725,599**		**$ 44,909,723**	

1. Supplemental Budget request recognizes CIS insurance claims revenue received and increases expenditures to repair the Fire & Life Safety Swift Water Rescue boat. The boat overturned during a training exercise causing damage to the hull, loss of equipment and necessitating replacement of the engine.
2. The budget software BRASS is reaching the end of its useful life and data tables within the software prevent any forecasting or budgeting beyond December 2019. Project is underway to replace the budget and forecasting software BRASS/SBFS with BOARD solutions. Request is the initial funds needed for software licenses and server equipment purchase through an interfund loan.

All Other Special Revenue Funds – The proceeding table shows the impact of all Special Revenue Funds requests on the FY16 Adopted budget. The numbers at the right of the table correspond to the description of the request that are below the table.

All Other Special Revenue Funds

Special Revenue Fund 204 and Community Development Fund 210

	FY16 Amended Budget	Carryovers	New Request	Amended Budget	
Resources					
FY16 Amended Resources	**$ 2,362,611**			**$ 2,362,611**	
Library Grants		12,406		12,406	(1)
Police Grants			6,600	6,600	(2)
CDBG Federal Granst			70,000	70,000	(6)
Total Special Revenue Fund	**$ 2,362,611**			**$ 2,451,617**	
Requirements					
FY16 Amended Operating Budget	**$ 1,598,245**			**$ 1,598,245**	
Development & Public Works			70,000	70,000	(6)
Library		12,406		12,406	(1)
Police			74,600	74,600	(2-5)
Total Operating Budget				**$ 1,755,251**	
Non-Departmental Expenses:					
Transfers	$ 5,658			$ 5,658	
Reserves	758,708		(68,000)	690,708	(3-5)
Total Non-Departmental	**$ 764,366**			**$ 696,366**	
Total Special Reveue Funds	**$ 2,362,611**			**$ 2,451,617**	

1. Request reallocates expenditures for grant funds received in FY15 from LCCC Grant, ALA Creativity Grant, Child Services Improvement Grant, and Gray Hoffman Grant.
2. The Police Department has been awarded overtime grants to increase enforcement for DUII and seat belt patrols. Approval of request will recognize the revenue and expenditure.
3. Allocates funds from the Federal Forfeiture Reserves for the purchase ballistic vest panels for the SWAT Team. Ballistic vest panels are the bullet resistant portion of the ballistic vest, and must be replaced every five years in order to be warranted by the provider. A recent inspection of the SWAT vests revealed that they are due for immediate replacements; panels will not exceed $8,000.
4. Allocates additional funds from the Federal Forfeiture Reserves to finish the start-up costs for the computer forensics investigations position. This is a new program within the Police Department which assigns a detective to assist investigations by retrieving data from computers, cell phones, hard drive devices and other data sources when relevant to criminal investigations. The Department has identified an additional training course specific to retrieving data from cell phones which will be critical to establishing the credentials of this investigator as an expert in criminal trials; training cost $10,000.
5. Request allocates funds from the Federal Forfeiture Reserves for the replacement of older Taser (less lethal weapons) units. The Department currently has 51 original Taser units that are at least 10 years old and past their expected useful life. The Department is experiencing and increasing number of unit failures, and has been replacing three or four units at a time. The Taser Corporation is offering a trade-in program that will provide a $130 per unit credit for each returned weapon. The cost of a new Taser device is approximately $1,000 each; totally cost of replacing all units $50,000.
6. Request recognizes a shift in the management of the CDBG and HOME programs. The Springfield 1st Time Homebuyers program has been funded with HOME consortium allocations, moving forward this program will be funded through CDBG.

Regional Wastewater Funds – The proceeding table shows the impact of all Regional Wastewater Funds requests on the FY16 Adopted budget including. The numbers at the right of the table correspond to the description of the request that are below the table.

Regional Wastewater Funds
Debt Services Fund 312, Operations Fund 612, Revenue Bond Capital Projects Fund 412 and Capital Fund 433

	FY16 Amended Budget	New Request	Amended Budget	
Resources				
FY16 Amended Resources	**$ 155,403,953**		**$ 155,403,953**	
Transfer from Fund 412		450,000	$ 450,000	(1)
Transfer from Fund 612		4,100,000	4,100,000	
Total Regional Funds	**$ 155,403,953**		**$ 159,953,953**	
Requirements				
FY16 Amended Operating Budget	**$ 21,844,976**		**$ 21,844,976**	
Development & Public Works			-	
Finance			-	
Total Operating Budget			**$ 21,844,976**	
Non-Departmental Expenses:				
Transfers	$ 14,859,628	4,550,000	$ 19,409,628	(1)
Debt Service	9,163,743	35,645,000	44,808,743	(1)
Misc Fiscal Transactions	-	466,000	466,000	(1)
Reserves	76,938,488	(43,411,000)	33,527,488	(1-2)
Total Non-Departmental	**$ 100,961,859**		**$ 98,211,859**	
Total Capital Projects	**$ 32,597,118**	7,300,000	**$ 39,897,118**	(2)
Total Regional Funds	**$ 155,403,953**		**$ 159,953,953**	

1. Supplemental budget request authorizes funds for the early payoff of the 2006 revenue bond and advanced refunding and refinancing of the 2008 revenue bond in order to save interest expense as approved by the MWMC Commission in resolution numbers 16-02 and 16-03. The 2006 advance refunding and the 2008 refinancing have been made possible through a combination of lower than expected construction bids through the recession, arrangement of lower interest lows through the State Revolving Loan Program and delays in projects due to the wait for the final DEQ discharge permit. The 2006 refunding is expected to eliminate $8.9M in interest payments and the 2008 refinancing is expected to save $4M in interest payments.
2. Request authorizes transfer of funds from reserves for the increase Digester Capacity project as approved by MWMC Commission in resolution 16-01.

SDC Improvement and Reimbursement Funds – The proceeding table shows the impact of all SDC Funds requests on the FY16 Adopted budget. The numbers at the right of the table correspond to the description of the request that is below the table.

SDC Improvement and Reimbursement Funds

Sanitary Sewer Reimbursement SDC Fund 442, Sanitary Sewer Improvement SDC Fund 443, Transportation Reimbursement SDC Fund 446 and

	FY16 Amended Budget	Adjustments	Amended Budget	
Resources				
FY16 Amended Resources	**$ 4,205,108**		**$ 4,205,108**	
Total SDC Funds	**$ 4,205,108**		**$ 4,205,108**	
Requirements				
FY16 Amended Operating Budget	**$ 413,443**		**$ 413,443**	
Development & Public Works		(10,808)	(10,808)	(2)
Total Operating Budget			**$ 402,635**	
Non-Departmental Expenses:				
Transfers	$ -		$ -	
Debt Service	-		-	
Reserves	2,131,839	(14,192)	2,117,647	(1-2)
Total Non-Departmental	**$ 2,131,839**		**$ 2,117,647**	
Total Capital Projects	**$ 1,659,826**	25,000	**$ 1,684,826**	(1)
Total SDC Funds	**$ 4,205,108**		**$ 4,205,108**	

1. Request additional funding to advance the Virginia/Daisy Bicycle Boulevard project. The City received a grant from the Oregon Department of Transportation that will cover a majority of the anticipated costs. With the approval of the Intergovernmental Agreement earlier this year the City is ready to move forward with the project, requiring the remainder of the matching funds of $25,000 to be budgeted.
2. Request adjusts SDC Admin charge allocation between funds to better reflect the actual source of revenues for this fiscal year. The allocation is based on a percentage of revenues in each SDC fund. At the time of developing the FY16 budget these percentages are estimated. There are no new funds being budgeted only the allocation between the funds is being adjusted.

Storm Drainage Funds – The proceeding table shows the impact of all Storm Drainage Funds requests on the FY16 Adopted budget. The numbers at the right of the table correspond to the description of the request that are below the table.

Storm Drainage SDC Funds

Capital F425, SDC Reimbursement F441 and SDC Improvement F440

	FY16 Amended Budget	Adjustments	Amended Budget	
Resources				
FY16 Amended Resources	**$ 17,892,339**		**$ 17,892,339**	
SDC Storm Reimbursement		5,000	5,000	(2)
Total Storm Funds	**$ 17,892,339**		**$ 17,897,339**	
Requirements				
FY16 Amended Operating Budget	**$ 61,557**		**$ 61,557**	
Development & Public Works		10,808	10,808	(2)
Total Operating Budget			**$ 72,365**	
Non-Departmental Expenses:				
Transfers	$ -		$ -	
Debt Service	-		-	
Reserves	3,284,074	1,244,192	4,528,266	(1-2)
Total Non-Departmental	**$ 3,284,074**		**$ 4,528,266**	
Total Capital Projects	**$ 14,546,708**	(1,250,000)	**$ 13,296,708**	(1)
Total Storm Funds	**$ 17,892,339**		**$ 17,897,339**	

1. Request reprioritizes funding in FY16 dedicated for the 5th Street Water Quality Facility to other high priority capital projects that are within Glenwood. Following scoping coordination with the Springfield School District, the project will be significantly smaller than originally anticipated. In addition to programming funds for Glenwood stormwater projects, more funding is requested for the Firing Range Decommissioning to continue cleanup efforts. Projects are as follows: $50k Firing Range Decommissioning, $250k Glenwood Stormwater Master Plan, and $150k Glenwood Floodplain study. The remaining savings from the 5th Street Water Quality Facility will be placed into reserves $1.2m.
2. Requests adjust SDC Admin charge allocation between funds to better reflect the actual source of revenues for this fiscal year. The allocation is based on a percentage of revenues in each SDC fund. At the time of developing the FY16 budget these percentages are estimated. There are no new funds being budgeted only the allocation between the funds is being adjusted.

All Other Funds – The proceeding table shows the impact of all other Internal Service Funds requests on the FY16 Adopted budget. The numbers at the right of the table correspond to the description of the request that are below the table.

All Other Funds Development Assessment Capital Fund 419 and Vehicle & Equipment F713				
	FY16 Amended Budget	**New Request**	**Amended Budget**	
Resources				
FY16 Amended Resources	**$ 11,587,424**		**$ 11,587,424**	
Beginning Cash			-	
Total All Other Funds	**$ 11,587,424**		**$ 11,587,424**	
Requirements				
FY16 Amended Operating Budget	**$ 3,123,315**		**$ 3,123,315**	
Development & Public Works		8,133	8,133	(2)
Police		35,000	35,000	(3)
Total Operating Budget			**$ 3,166,448**	
Non-Departmental Expenses:				
Transfers	$ -	174,344	174,344	(1)
Debt Service	$ 304,077		304,077	
Reserves	8,160,032	(217,477)	7,942,555	(1-3)
Total Non-Departmental	**$ 8,464,109**		**$ 8,420,976**	
Total All Other Internal Funds	**$ 11,587,424**		**$ 11,587,424**	

1. Request authorizes an interfund loan from the Development Assessment Capital Fund to the General Fund for the budget software replacement project.
2. Requests allocates Vehicle & Equipment Reserves for the scheduled replacement of desktop computers and a plotter/printer in the Development & Public Works Department.
3. Allocates funds from the Police Vehicle Reserves for the replacement of a patrol vehicle. Patrol Unit #23 was involved in a crash that totaled the vehicle.

RECOMMENDED ACTION:

Hold a public hearing and adopt/not adopt the following resolutions:

A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS: General, Special Revenue, Community Development, Regional Wastewater Debt Service, Regional Wastewater Revenue Bond Capital Project, Development Assessment Capital, Storm Drainage Capital, Regional Wastewater Capital, Storm Drainage Improvement SDC Storm Drainage Reimbursement SDC, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Transportation Reimbursement, SDC Transportation Improvement, Regional Wastewater and Vehicle & Equipment Funds.

CITY OF SPRINGFIELD
FY 2015-2016
SUPPLEMENTAL BUDGET No. 2
RESOLUTION NO._____

A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS:
General, Special Revenue, Community Development, Regional Wastewater Debt Service, Regional Wastewater Revenue Bond Capital Project, Development Assessment Capital, Storm Drainage Capital, Regional Wastewater Capital, Storm Drainage Improvement SDC Storm Drainage Reimbursement SDC, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Transportation Reimbursement, SDC Transportation Improvement, Regional Wastewater and Vehicle & Equipment Funds.

WHEREAS, the 2015-2016 fiscal year appropriations for the City of Springfield were made by Resolution No. 2015-20 dated June 15, 2015 and,

WHEREAS, at various times during the fiscal year the Common Council is requested to make adjustments to the fiscal year budget to reflect needed changes in planned activities, to recognize new revenues, or to make other required adjustments; and,

WHEREAS, the Common Council handles such requests for adjustment to the budget through Supplemental Budget Resolutions presented at public hearings at which the public may comment on such requests; and,

WHEREAS, this supplemental Budget #2 as amended by Supplemental Budget #1 Resolution #2015-32, for the 2015-2016 fiscal year, amends Resolution #2015-20.

WHEREAS, notice of a public hearing, including information regarding such revenues and expenditures was published in a newspaper of general circulation not less than 5 days prior to the public meeting; and,

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Springfield, a Municipal Corporation of the State of Oregon, as follows:

Section 1. Resolution 2015-20 is hereby adjusted as follows:

General - Fund 100

Resources		***Requirements***	
Claims Recovery	$ 9,780	Operating Expenses:	
Transfer from F419	174,344	Finance	174,344
		Fire & Life Safety	9,780
		Total Operating Expense	$ 184,124
Total Resources Adjustments	**$ 184,124**	**Total Requirements Adjustments**	**$ 184,124**

Comments: *Supplemental Budget request recognizes CIS insurance claims revenue received and increases expenditures to repair the Fire & Life Safety Swift Water Rescue boat. Authorizes funds for the purchase of BOARD software licenses and server equipment.*

Special Revenue - Fund 204

Resources		***Requirements***	
Grants	$ 19,006	Operating Expenses:	
		Library	$ 12,406
		Police	74,600
		Total Operating Expense	$ 87,006
		Non-Departmental Expenses:	
		Reserves	(68,000)
		Total Non-Departmental Expenses	$ (68,000)

Total Resources Adjustments	**$ 19,006**	**Total Requirements Adjustments**	**$ 19,006**

Comments: *Reallocates Library grants received in FY15 into FY16. Authorize use of Federal Forfeiture Reserves for the replacement of Tasers units, purchase of ballistic vest panels for the SWAT Team and the training of the computer forensics investigator. Recognizes Police grants received for DUII and seat belt enforcement patrols.*

Community Development - Fund 210

Resources		***Requirements***	
CDBG Federal Grants	$ 70,000	Operating Expenses:	
		Development & Public Works	$ 70,000
Total Resources Adjustments	**$ 70,000**	**Total Requirements Adjustments**	**$ 70,000**

Comments: *Request recognizes a shift in the management of the CDBG and HOME programs. The Springfield 1st Time Homebuyers program has been funded with HOME consortium allocations, moving forward this program will be funded through CDBG.*

Regional Wastewater Debt Service - Fund 312

Resources		***Requirements***	
Transfer from Fund 612	$ 715,000	Non-Departmental Expenses:	
		Debt Service	$ 715,000
Total Resources Adjustments	**$ 715,000**	**Total Requirements Adjustments**	**$ 715,000**

Comments: *Authorized funds for the payoff of the 2006 revenue bond in order to save interest expense as directed by the MWMC Commission.*

Regional Wastewater Revenue Bond Capital Project - Fund 412

Resources		***Requirements***	
	$ -	Non-Departmental Expenses:	
		Interfund Transfers	$ 174,344
		Reserves	(174,344)
		Total Non-Departmental Expenses	$ -
Total Resources Adjustments	**$ -**	**Total Requirements Adjustments**	**$ -**

Comments: *Authorized funds for the advanced refunding and refinancing of the 2008 revenue bond in order to save interest expense as directed by the MWMC Commission.*

Development Assessment Capital - Fund 419

Resources		***Requirements***	
	$ -	Non-Departmental Expenses:	
		Debt Service	$ 3,550,000
		Interfund Transfers	$ 450,000
		Reserves	(4,000,000)
		Total Non-Departmental Expenses	$ -
Total Resources Adjustments	**$ -**	**Total Requirements Adjustments**	**$ -**

Comments: *Authorizes interfund loan for the purchase of BOARD software licenses and server equipment.*

Storm Drainage Capital - Fund 425

Resources		***Requirements***	
	$ -	Non-Departmental Expenses:	
		Reserves	$ 1,281,750
		Capital Projects	$ (1,281,750)
Total Resources Adjustments	**$ -**	**Total Requirements Adjustments**	**$ -**

Comments: *Reprioritizes funding in FY16 dedicated for the 5th Street Water Quality Facility to other high priority capital projects that are within Glenwood: Firing Range Decommissioning, Glenwood Stormwater Master Plan, and Glenwood Floodplain Study*

Regional Wastewater Capital - Fund 433

Resources		***Requirements***	
Transfer from Fund 612	$ 3,385,000	Non-Departmental Expenses:	
		Debt Service	$ 31,380,000
		Reserves	(35,295,000)
		Total Non-Departmental Expenses	$ (3,915,000)
		Capital Projects	$ 7,300,000
Total Resources Adjustments	**$ 3,385,000**	**Total Requirements Adjustments**	**$ 3,385,000**

Comments: *Authorized funds for the payoff of the 2006 revenue bond in order to save interest expense as directed by the MWMC Commission. Increases funds for the Digester Capacity project authorized by the MWMC Commission.*

SDC Local Storm Improvement - Fund 440

Resources		***Requirements***	
	$ -	Operating Expenses:	
		Development & Public Works	$ 6,412
		Non-Departmental Expenses:	
		Reserves	$ (38,162)
		Capital Projects	$ 31,750
Total Resources Adjustments	**$ -**	**Total Requirements Adjustments**	**$ -**

Comments: *Request adjust SDC Admin charge allocation between funds to reflect actuals. Allocates resources for the Glenwood Stormwater Master Plan.*

SDC Local Storm Reimbursement - Fund 441

Resources		***Requirements***	
SDC Strom Reimbursement	$ 5,000	Operating Expenses:	
		Development & Public Works	$ 4,396
		Non-Departmental Expenses:	
		Reserves	$ 604
Total Resources Adjustments	**$ 5,000**	**Total Requirements Adjustments**	**$ 5,000**

Comments: *Request adjust SDC Admin charge allocation between funds to reflect actuals.*

Sanitary Sewer Reimbursement SDC - Fund 442

Resources		***Requirements***	
	$ -	Operating Expenses:	
		Development & Public Works	$ (21,232)
		Non-Departmental Expenses:	
		Reserves	$ 21,232
Total Resources Adjustments	**$ -**	**Total Requirements Adjustments**	**$ -**

Comments: *Request adjust SDC Admin charge allocation between funds to reflect actuals.*

Sanitary Sewer Improvement SDC - Fund 443

Resources		***Requirements***	
	$ -	Operating Expenses:	
		Development & Public Works	$ (7,157)
		Non-Departmental Expenses:	

		Reserves	$ 7,157
Total Resources Adjustments	**$ -**	**Total Requirements Adjustments**	**$ -**

Comments: *Request adjust SDC Admin charge allocation between funds to reflect actuals.*

SDC Transportation Reimbursement - Fund 446

Resources		***Requirements***	
	$ -	Operating Expenses:	
		Development & Public Works	$ (27,988)
		Non-Departmental Expenses:	
		Reserves	$ 2,988
		Capital Projects	25,000
Total Resources Adjustments	**$ -**	**Total Requirements Adjustments**	**$ -**

Comments: *Request adjust SDC Admin charge allocation between funds to reflect actuals. Authorizes matching funds for the grant from the Oregon Department of Transportation for the Virginia/Daisy Bike Boulevard project.*

SDC Transportation Improvement - Fund 447

Resources		***Requirements***	
	$ -	Operating Expenses:	
		Development & Public Works	$ 45,569
		Non-Departmental Expenses:	
		Reserves	$ (45,569)
Total Resources Adjustments	**$ -**	**Total Requirements Adjustments**	**$ -**

Comments: *Request adjust SDC Admin charge allocation between funds to reflect actuals.*

Regional Wastewater - Fund 612

Resources		***Requirements***	
Transfer from Fund 412	$ 450,000	Non-Departmental Expenses:	
		Interfund Transfers	$ 4,100,000
		Misc Fiscal Transactions	$ 466,000
		Reserves	(4,116,000)
		Total Non-Departmental Expenses	$ 450,000
Total Resources Adjustments	**$ 450,000**	**Total Requirements Adjustments**	**$ 450,000**

Comments: *Authorized funds for the payoff of the 2006 revenue bond and advanced refunding and refinancing of the 2008 revenue bond in order to save interest expense as directed by the MWMC Commission.*

Vehicle & Equipment - Fund 713

Resources		***Requirements***	
	$ -	Operating Expenses:	
		Development & Public Works	$ 8,134
		Police	35,000
		Total Operating Expense	$ 43,134
		Non-Departmental Expenses:	
		Reserves	$ (43,134)
Total Resources Adjustments	**$ -**	**Total Requirements Adjustments**	**$ -**

Comments: *Allocates reserves for the replacement of desktop computers, a plotter/printer in the Development & Public Works Department. and the replacement of a patrol vehicle.*

Total Resources Adjustments	**$ 4,828,130**	**Total Requirements Adjustments**	**$ 4,828,130**

Section 2. This resolution shall take effect upon adoption by the Council and approval by the Mayor.

Adopted by the Common Council of the City of Springfield this 7th day of March, 2016, by a vote of _____for and _____against.

Attest:

_____
Mayor Christine L Lundberg

_____
City Recorder Amy Sowa

RECEIVED FEB 1 1 2016 ADR

February 6, 2016

Mayor Christine Lundberg
225 5th St.
Springfield, OR 97477

Dear Mayor Lundberg and the Springfield City Council,

I am writing to express my disgust and dismay over a dog mauling on December 29.2015 and how it was handled by the Springfield Police Dept. and the Springfield Animal Control officer Brian Austin.

On the evening of December 29th, I received a call from my puppy owner Tara Crooks, with whom I co-own a fawn pug puppy named Kimber with, one that I bred and raised and placed in this well screened home. She was crying saying "that they had killed Kimber". I drove over to 508 35th St. to find a Springfield Police car in front of the house. Upon entering the house, I see my dead puppy's body on the couch and Tara's parents both crying. Tara at that time was with Officer Brian Antone. A few moments later Tara walked through the door, visibly distraught, to say that she had been out front helping her mom take the trash out and when they had reentered the home, Kimber was not there to greet her. Her mom, had told her that she had let her out in the backyard to potty right before Tara came home, Tara opened the back door to find 3 of the 5 neighbor's dogs that reside at 512 35th St. had broken through the fence and were standing over Kimber's body. She had to fight the dogs off in order to get Kimber's body from them. Brian Antone took the police report and said that Officer Brian Austin would follow up within the next day or two and that the police report would be ready by December 31, 2015. At the time that Officer Antone was at the house, I did state that I "I was going to go after them legally." The next morning I contacted Officer Brian Austin to find out what time he was going over to Tara Crooks house and asked what was going to be done and was attempting to get the names of the residence at 512 35th St. I was told that he was unable to get that information to me, but that he would be following up with an investigation.

On December 31,2015 Tara Crooks and I went down to get a copy of the police report and we were told that it was unavailable until the case was adjudicated. We were sent over to Officer Brian Austins office. We took documentation over, stating in our own words what had happened, several pictures of the damaged fence, the puppies body and pictures of the dogs,(who the next day were trying once again to get through the fence) and told him that there was an necropsy report pending at OSU. At that time Officer Austin informed us that we would NOT be able to attend the arraignment, and that none of our documentation would be admitted. He also stated that we would be allowed to attend the hearing. He never did follow up with a house call to see the damaged fence or to talk with Tara other than when we came into police department.

On January 8th, 2016 my lawyer gave me a letter of request for money to compensate for the loss of the puppy, damage to the fence, cost of the necropsy and some emotional damages. This was not a letter of lawsuit. I was instructed to take it over to the home of Lindsey Burch and Adam Barrios and post it on the door, photograph it and leave. I took a witness, Candice Franklin, with me. I parked out in front of the house, went up to the front door to post the letter, when Lindsey Burch came out and asked what I was doing, I told her my name and told her she would need to read the letter. Before I was able to get back into my car, she had turned the dogs loose from the backyard and came out to get them telling me to "Watch my back". I immediately left and drove over to Tara Crook's house at 508 35th St. to let her know that I had put the letter up. I was there approximately 45 minutes and when I went to leave, Officer Brian Austin truck was parked out in front of the house. We waited for him. As he walked up the drive I did state "Did she turn the dogs out on you like she did me?" He then accused me of lying, (I did not know what about) and that he had every right to arrest me for trespassing and letting her dogs out. I was furious. I was NOT trespassing, I was serving her the letter as directed by my lawyer. And if any thought was put in to he would know I could not have let those dogs out. The fence is over 6' tall, I am 4'9" tall and why would I walk to the back of the property to let dogs out that I would have to run from. I am overweight and not in good running condition but he treated me like I was the criminal. He also informed us at that time that someone (a relative of

Tara's) has posted something on Facebook about the mauling. He said people were threating Lindsey and her family. I had no knowledge of the post but Tara promptly contacted the family member to take it down. In doing more research about that post I found that in fact there were angry comments but NOT 1 death threat as Officer Austin reported.

We were never contacted about the hearing. Lindsay and Adam have continued to keep 4 to 5 dogs to this day on their property. The dogs change, some are consistently there other come and go. On January 20, 2016 Tara went down to the police department to find out the status of the investigation, she was told it was closed and had to purchase the police report. As we read through the report we found many things that had been left out, were mis-represented and it appears that the police department was on the side of the dog owners the whole time. The statement that "I was going to go after them legally" was completely left out and the statement "going to regret and "she is going down" was all that was reported to make is sound like a threat. While I don't deny saying those things not once did I ever threaten her life or anyone else's I used the word LEGALLY. The report basically represented me as a sue crazy lunatic... not as an invested breeder/ co-owner of this puppy and someone who cared about the damage and trauma this has caused my co-owner and friend.

Then as we read farther there was "lack" of evidence, of course, they would not take any of the evidence we provided and that it was dismissed by Matt Cox as an "Unfortunate Incident". No charges for having 5 dogs on the property within city limits, no nothing. ONCE AGAIN WE HAVE BEEN VICTIMIZED! I cannot believe how this was misrepresented and how people can have absolutely no consequences to breaking the law. As of today there are still 4-5 dogs at the residence at any given time. We don't bother to call Officer Aston as I am sure he would see that as harassment. So here I am with a dead puppy, a traumatized co-owner who every day has to live with the fact that her neighbors can live happily with their dogs but for her, her beloved puppy is dead... HOW IS THIS JUSTICE???

Both Tara and I have served with the Lane County Sheriff's Department, Tara on search and rescue and both of us together for many years on the Neighborhood Watch Program, I as secretary. None of my friends would EVER use the word "liar" to describe me. After this incident, my trust in the Springfield Police department has greatly diminished and both of us would certainly think twice about serving our community in any way knowing how we have been treated like criminals and liars. The true criminal have been let go, to live a free life with NO consequences and we are left daily dealing with a loss of a beloved family member. I am sure no action will be taken, but I can at least rest assured that I spoke my peace.

Sincerely,
Jennifer Leigh Clough
36632 Pico St.
Springfield, OR 97478
541-915-5739

SOWA Amy

To: Springfield CMOMail
Subject: RE: to:Mayor and Council... PS added

From: Sam and Gail [mailto:samriggs1@comcast.net]
Sent: Monday, February 15, 2016 5:13 PM
To: Springfield CMOMail
Subject: Re: to:Mayor and Council... PS added

****PS: Forgot to mention that if this passes, you will have to tell the 'firemen with the boots' that stand out IN TRAFFIC every year asking for donations, that it is illegal for people to give to them out their car windows....as you cannot have that legal yet make it illegal to give to homeless or people in need out car windows.....

From: "Sam and Gail" <samriggs1@comcast.net>
To: cmomail@springfield-or.gov
Sent: Monday, February 15, 2016 4:38:18 PM
Subject: to:Mayor and Council... on new ordinance proposal

To: Mayor and Council of Springfield,

The Register Guard says the city of Springfield and police dept. is considering a new ordinance fining people who hand out money/aid from vehicles on street to homeless persons....As a citizen of Springfield for over 15 years, this is NOT the direction I want my city to go...nor do I think this is something we need an ordinance for...I think our city should be thinking of ways to HELP the homeless and should not be trying to pass laws to stop citizens from helping them. The thought of fining people with good hearts is plain WRONG, as you would be turning people who are trying to help into criminals.

Again I reaffirm, this would not be a good direction for Springfield... once this starts, where will it end??? Other cities have carried these type of laws so far, that they made it ILLEGAL to even FEED the homeless...DO NOT GO THERE !
It is MORALLY WRONG!

PLEASE RECONSIDER!!!

Signed a concerned citizen of Springfield,
Gail L. Riggs
541-736-0016
874 Aldridge Place
Springfield, OR 97478

Thomas S. Watkins
531 Naismith Blvd.
Eugene, Or 97404

March 3, 2016

Mayor Christine Lundberg
Springfield City Council
225 N. Fifth Street
Springfield, OR 97477

RE: Support for the Springfield Ordinance limiting motorist transfer of items on a public street

Mayor Lundberg;

This correspondence is regarding my express support of the Springfield City Council pending action that prohibits motorist from passing any food, currency, or objects between vehicles and pedestrians while providing an alternative to this safety and security issue. Each and every constituent or for that matter every individual has an expectation of safe trafficking on public roads with reasonable response times while protecting the safety of the workforce. Preemptively addressing this motorist/itinerate issue is to be commended prior to becoming a safety or security hazard. Providing an alternative for people that want to provide anything is acceptable in that it doesn't create another traffic or safety problems by motorists.

Motorists and Itinerates within the city limits of Springfield present a jurisdictional issue as well as a safety hazard that is of concern to all citizens. If an incident were to take place, involving motorists passing items from inside a vehicle to an itinerate and Springfield City employees were to become involved or injured, there would be cause and require the generation of Case Incident Report (7361-0353(3-93). This incident report generates SAIF (State Accident Insurance Fund 801) or also known as a Workers Compensation Report, in addition to the Physical Assessment Report (734-12198(0-93) to include an Accident Investigation Report (734-3928(12-93). The unwanted effect is to present Springfield with an overburdened safety issue that limits response ability to complete the safe actions required of the job. Safe practices must be considered equally with organizational objectives such as cost and productivity. Exclusion of motorists passing objects between vehicles and pedestrians far outweighs matters of administering work zone incidents and administrative costs without addressing employee or motorist safety.

Individuals involved in itinerate life styles believe that unacceptable conditions are imposed by City Government and faith based organizations. These individuals should feel confident that alternatives exist and that they are included under the 14th Amendment to the Constitution and are free not to participate. Motorists can feel free in knowing that they can still provide food, currency or objects; they will just be required to safely park and get out of their vehicles.

Without the use of compliance there can be only what you have at present, which is not in the best interest of City Employees, Citizens, or Itinerates. Government can't be all things to all people but should be responsive with the ability to articulate an issue and provide an action based response.

I contacted a Clerk for the city of Roseburg, Violation Bureau Reduction Court, (541) 492- 6720, regarding Roseburg Municipal Code 8.02.150 Miscellaneous Traffic Regulations and Requirements Section (D) Unlawful Transfer on a Highway. This Municipal Code states in essence that passing any food, currency or objects between vehicles and pedestrians is not allowed while providing an alternative or assessment of a $75.00 fine. It was stated that upon a first offense you can have the Clerk review your driving record to confirm eligibility. The Clerk will sign option #2 on the back of the citation, initial plea above your signature for a reduction of fine; reduced amount may be paid with VISA, Master Card, check or cash. The Clerk stated that Municipal Code 8.02.150 (D) has been in place over a period of eight years. There have been approximately four citations issued which was attributed to signs posted at a number of locations and public compliance with the Ordinance.

The Mayor, City Council, Police Chief and others are to be commended for the support that is being brought to Springfield City Employees and the Public. The process for voter input has been accessible and transparent. Mr. Neil Laudati, Community Relations Manager has been helpful in providing direction for input. I support all efforts that bring about a safe place to live and shop in Springfield. Therefore, I encourage the Mayor and City Council to adopt and incorporate this amendment into your municipal code. I request that this correspondence be made part of the public record.

Thank you,

Thomas S. Watkins

AGENDA ITEM SUMMARY		
	Meeting Date:	3/7/2016
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Mary Bridget Smith/ City Attorney's Office
	Staff Phone No:	541-746-9621
	Estimated Time:	05 Minutes
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Mandate

ITEM TITLE:	UPDATE SPRINGFIELD MUNICIPAL CODE SECTION 5.104 "MISDEMEANORS AND VIOLATIONS –STATE STATUTES ADOPTED".
ACTION REQUESTED:	Hold a first reading of the following ordinance: AN ORDINANCE AMENDING CHAPTER 5, "PUBLIC PROTECTION" SECTION 5.104 "MISDEMEANORS AND VIOLATIONS – STATE STATUTES ADOPTED" OF THE SPRINGFIELD MUNICIPAL CODE (SMC) TO ADOPT BY REFERENCE, OREGON REVISED STATUTES (ORS) CHAPTERS 161, 162, 163, 164, 165, 166, 167, 181, 471, 475 AND ORS 480.110 TO 480.160 THEREBY ADOPTING STATE ORS CRIMINAL STATUTES (FIRST READING).
ISSUE STATEMENT:	The purpose of this amended Ordinance is to include any changes in the statutes listed in SMC, Section 5.104 that occurred in the last legislative session.
ATTACHMENTS:	Attachment 1: Ordinance
DISCUSSION/ FINANCIAL IMPACT:	No financial impact. SMC Section 5.104 adopts by reference and makes state misdemeanor and violation crimes an offense against the City of Springfield so they may be prosecuted in Springfield Municipal Court. This Section is updated on an annual basis to capture any changes that have occurred in the incorporated statutes during the most recent legislative session.

ORDINANCE NO. _____ (General)

AN ORDINANCE AMENDING CHAPTER 5, "PUBLIC PROTECTION"
SECTION 5.104 "MISDEMEANORS AND VIOLATIONS –
STATE STATUTES ADOPTED" OF THE SPRINGFIELD MUNICIPAL CODE (SMC)
TO ADOPT BY REFERENCE, OREGON REVISED STATUTES (ORS) CHAPTERS 161, 162, 163, 164, 165, 166, 167, 181, 471, 475 AND ORS 480.110 TO 480.160
THEREBY ADOPTING STATE ORS CRIMINAL STATUTES

The City Council of the City of Springfield ordains as follows:

WHEREAS, it is in the public interest for the City of Springfield to adopt Oregon Revised Statutes (ORS) Chapters 161, 162, 163, 164, 165, 166, 167, 181, 471, 475 and ORS 480.110 to 480.160 so that the Springfield Prosecutor may continue to prosecute in the Springfield Municipal Court such misdemeanors and violations pursuant to state law; and

WHEREAS, it is in the public interest for the City of Springfield to adopt language amending SMC Section 5.104 so as to include penalties and statutory language as the ORS currently describes.

NOW THEREFORE, based upon the foregoing findings, the City Council of the City of Springfield ordains as follows:

Section 1. Section 5.104 "Misdemeanors and Violations – State Statutes Adopted" of the Springfield Municipal Code Chapter 5 is hereby amended to read as follows:

> "Each misdemeanor and violation made an offense against the state under the provisions of the ORS Chapters 161, 162, 163, 164, 165, 166, 167, 181, 471, 475 and 480.110 to 480.160, currently in effect and constituted, are adopted by reference and made a part of this Chapter and designated an offense against the City. A person who violates any one of the provisions within the jurisdiction of the City is in violation of this chapter and shall be charged with the offense of violating section 5.104 of this code, and reference shall be made in the charging instrument to that particular section of the ORS, as incorporated by reference, which has been violated. If any other section of this chapter or any other SMC ordinance creates a specific misdemeanor or violation offense in conflict with an ORS misdemeanor or violation offense incorporated by reference in this chapter, the provisions of the ORS regarding misdemeanor or violation offense incorporated by reference, shall govern."

Section 2. Severability. If any phrase, clause, or other part or parts of this Article is found to be invalid by a court of competent jurisdiction, the remaining phrases, clauses and other part or parts shall remain in full force and effect.

Adopted by the City Council of the City of Springfield this ____ day of _____, 2016 by a vote of _____ in favor _____ against.

Approved by the Mayor of the City of Springfield this ____ day of _____, 2016.

_____
Christine Lundberg, Mayor

ATTEST:

_____
Amy Sowa, City Recorder

AGENDA ITEM SUMMARY		
	Meeting Date:	3/7/2016
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Mary Bridget Smith, City Attorney's Office
	Staff Phone No:	541.746.9621
	Estimated Time:	15 Minutes
S P R I N G F I E L D C I T Y C O U N C I L	**Council Goals:**	Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

ITEM TITLE:	PROPOSED CHANGES TO SPRINGFIELD MUNICIPAL CODE 5.300 AND 7.450-452 TO ADDRESS RECENT CHANGES IN STATE LAW REGARDING E-CIGARETTES.
ACTION REQUESTED:	Conduct a first reading of the following ordinances: AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE SECTION 5.300 REGARDING SALE AND DISTRIBUTION OF TOBACCO, TOBACCO PRODUCTS, AND INHALANT DELIVERY SYSTEMS TO MINORS. AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE SECTION 7.450 and 7.452 REGARDING TOBACCO AND INHALANT DELIVERY SYSTEM VENDING.
ISSUE STATEMENT:	Update the Municipal Code to reflect state changes in regulating nicotine products and e-cigarettes, specifically by amending SMC 5.300 and SMC 7.450-452 to define "inhalant delivery systems" and regulate them in the same manner as tobacco products.
ATTACHMENTS:	Attachment 1 – Council Briefing Memo Attachment 2 – Proposed Ordinance amending SMC 5.300 Attachment 3 – Proposed Ordinance amending SMC 7.450-452
DISCUSSION/ FINANCIAL IMPACT:	Changes SMC 5.300 to include "inhalant delivery products" and updates the definition of "tobacco products"; changes SMC 7.450-452 to include "inhalant delivery products. The proposed ordinances close the loophole that currently does not require e-cigarette vendors to obtain a city business license or pay a license fee. It is unknown how many e-cigarette retailers and e-cigarette vending machine operators would be required to obtain a license.

M E M O R A N D U M **City of Springfield**

Date: 2/29/2016

To: Gino Grimaldi

From: Mary Bridget Smith
Kristina Kraaz

Subject: Proposed Code Changes to Address E-Cigarettes

COUNCIL BRIEFING MEMORANDUM

ISSUE:

Update the Municipal Code to reflect state changes in regulating nicotine products and e-cigarettes? The purpose of the change would be to regulate e-cigarettes (inhalant delivery devices that deliver nicotine) in the same way that the City regulates traditional tobacco products.

COUNCIL GOALS/ MANDATE:

Preserve Hometown Feel, Livability, and Environmental Quality

BACKGROUND:

During the 2015 Regular Session, the Oregon Legislature passed HB 2546, which effectively equates regulation of e-cigarettes ("inhalant delivery systems") with regulation of tobacco. HB 2546 amended the existing Indoor Clean Air Act (ICCA) to include e-cigarettes. The legislation added a definiton for "inhalant delivery system," which includes devices and products intended to deliver nicotine or cannabinoids to an individual through "vaping." The new law allows the state to prohibit use of e-cigarettes and "vaping" in the same places that it prohibits traditional smoking and other tobacco use. The state is responsible for charging and prosecuting violations of the ICAA.

Currently, the Oregon Health Authority is developing administrative rules that are meant to reduce tobacco and e-cigarette sales to minors related to child resistant packaging, packaging that is not attractive to minors, and labeling requirements. A separate rule advisory committee is addressing e-cigarettes and the Indoor Clean Air Act (ICAA). These rules will focus on keeping workplaces and other public areas smoke free, including vapor from e-cigarettes.

Lane County has proposed significant changes to its tobacco retailer code, and is encouraging cities in the county to follow its lead by adopting similar regulations because the county code provisions only apply to the unincorporated areas of the County. For example, Lane County is prohibiting any new tobacco retailers from obtaining a county operating license for tobacco or e-cigarette sales within 1,000 feet of a school. Aditionally, the County's new code provisions allow Lane County Health and Human Services to seize and destroy tobacco products offered for sale without a license.

Eugene has not yet adopted any changes to its current tobacco code to include e-cigarettes or non-traditional nicotine products. But, Eugene does have a license requirement for tobacco retailers and an administrative enforcement process for violations.

CURRENT SPRINGFIELD CODE:

There are two existing Code sections that address tobacco sales: SMC 5.300 – Sale and Distribution of Tobacco and Tobacco Products to Minors, and SMC 7.450-452 – Tobacco Vending. The definition of "tobacco products" is found in SMC 5.300(1). The current

definition does not currently include any language that encompasses e-cigarettes. In addition, SMC 7.450-452 currently only extends to "tobacco" as definied in SMC 5.300 and also does not include e-cigarettes. Because e-cigarettes are not considered tobacco, vendors of e-cigarettes are currently not regulated by the City in the way that traditional tobacco retailers are regulated.

PROPOSED ORDINANCES:

Attached are two proposed ordinances drafted in response to the recent state legislation. The first ordinance adopts the state's definition of "inhalant delivery system" and includes this definition in SMC 5.300 – Sale and Distribution of Tobacco and Tobacco Products to Minors. The proposed ordinance also updates the definition of "tobacco products" to mirror the current definition under state law, which is more explicit about the types of products that are covered.

The second ordinance adds "inhalant delivery system" to SMC 7.450-452, the city's regulations regarding tobacco vending machines. By adding those provisions, the City will be able to regulate the use and sale of e-cigarettes in the same way it regulates the sale of tobacco products.

Changing the municipal code to include e-cigarettes means that e-cigarette retailers would be required to obtain a license from the city and pay the license fee. In addition, local law enforcement would be able to enforce the municipal code provisions that prohibit tobacco sales to minors against retailers of e-cigarettes. The proposed ordinances are consistent with the new changes in state law. The code changes close existing loopholes that allow e-cigarette vendors to operate in the City without the same protections required of traditional tobacco retailers.

ENFORCEMENT AND PREVENTING SALES TO MINORS:

Currently, SMC 5.300(3) prohibits sales of tobacco products to minors. SMC 5.300(8)-(12) provide a civil enforcement mechanism to prosecute violations, including civil penalities and forfeitures. The proposed ordinance includes e-cigarettes in the prohibition of sales to minors and enable the City to prosecute e-cigarette retailers who sell to minors for municipal code violations.

In addition, the state currently runs two inspection programs for preventing tobacco sales to minors that are "decoy" programs using minors and retired state police officers. OHA conducts random, unannounced annual enforcement inspections through its Tobacco Retailer Compliance Program. OHA predicts that it will conduct approximately 1,500 of these inspections out of around 3,000 tobacco retailers statewide. These inspections are funded through the state general fund and through the beer and wine tax revenue. In addition, OHA conducts random inspections through the Synar Program purely for data collection and reporting requirements; the results of the survey are reported as Oregon's Retailer Violation Rate annually by the federal Substance Abuse and Mental Health Services Administration. Under the new changes to state law, these two state inspection programs will include e-cigarette retailers.

The FDA also conducts inspections of tobacco retailers. FDA records show 76 inspections conducted in Springfield since March 2015, all of which involved minors attempting to purchase tobacco products (9 inspections resulted in a warning letter). Currently, however, these inspections extend only to retailers of cigarettes and smokeless tobacco products; e-cigarettes retailers are not subject to inspections by the FDA.

FISCAL IMPACTS:

Currently, e-cigarette retailers who do not also sell traditional tobacco products do not have to obtain a City business license or pay the license fee. The proposed ordinances close that loophole, and would require vendors of both traditional tobacco products and e-cigarettes to obtain a business license and pay the license fee. The fee is currently $88.20 per year for initial tobacco retail licenses and $57.75 for renewal, and $35.70 per year for tobacco vending licenses.

It is unknown how many e-cigarette retailers or vending machine operators would be required to obtain licenses under the ordinance.

Also, please note that the City currently receives a portion state tobacco and cigarette tax revenues that are put into the general fund. In FY 15 the City received $80,139. The amount that the City receives is partially based upon the taxes collected in Lane County and partially based upon the Springfield's population. E-cigarettes are not currently taxed by the state, but there were several bills introduced in the 2015 legislature that would have taxed e-cigarettes.

RECOMMENDED ACTION:

Conduct a first reading of the two proposed ordinances that amend the Springfield Municipal Code 5.300 and 7.450-452 to include "inhalant delivery systems" and to be consistent with state law.

ORDINANCE No. _____ (General)

AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE SECTION 5.300 REGARDING SALE AND DISTRIBUTION OF TOBACCO, TOBACCO PRODUCTS, AND INHALANT DELIVERY SYSTEMS TO MINORS

The City Council of the City of Springfield finds that:

WHEREAS, the 2015 Oregon Legislature enacted House Bill 2546 (2015), which amends the existing Indoor Clean Air Act to include regulation of inhalant delivery systems such as e-cigarettes in addition to tobacco products and cigarettes; and

WHEREAS, the Oregon Health Authority is in the process of developing administrative rules meant to reduce tobacco and e-cigarette sales to minors; and

WHEREAS, e-cigarettes are a new product and the City seeks to develop regulations that protect public health and safety; and

WHEREAS, the City of Springfield wishes to develop reasonable regulations for this product to prevent and prohibit the sale of e-cigarettes and other inhalant delivery systems to minors; and

WHEREAS, the City of Springfield believes it is in the best interest of the health, safety and welfare of the citizens of the city to adopt and include such regulations in the Municipal Code; and

WHEREAS, the City of Springfield has determined that the enforcement on the state level is consistent with City policy and other enforcement actions by the City.

NOW, THEREFORE, based on the foregoing recitals, the Common Council of the City of Springfield ordains as follows:

Section 1. Subsection 5.300 of the Springfield Municipal Code is hereby amended to read as follows:

"5.300 Sale and Distribution of Tobacco, Tobacco Products, and Inhalant Delivery Systems to Minors.

(1) Definitions. For the purposes of this section, the following mean:

Minor. Any person under eighteen years of age.

Civil Infraction. An offense against the City in the form of a violation of this section.

Cigarette. Any roll of tobacco wrapped in paper or in any substance not containing tobacco; tobacco, in any form, that is functional in the product and that, because of its appearance, the type of tobacco used in the filler

or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; any roll of tobacco that is wrapped in any substance containing tobacco and that, because of its appearance, the type of tobacco used in the filler or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in this subsection; or as otherwise defined under Oregon law.

Tobacco Product. Bidis, cigars, cheroots, stogies, periques, granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco, snuff, snuff flour, Cavendish, plug and twist tobacco, fine-cut and other chewing tobaccos, shorts, refuse scraps, clippings, cuttings and sweepings of tobacco and other forms of tobacco, prepared in a manner that makes the tobacco suitable for chewing or smoking in a pipe or otherwise, or for both chewing and smoking; cigarettes; or as otherwise defined under Oregon law.

Tobacco Retail Store. A retail store utilized primarily for the sale of tobacco products and accessories, and in which the sale of other products is merely incidental.

Inhalant Delivery System. A devise that can be used to deliver nicotine or cannabinoids in the form of a vapor or aerosol to a person inhaling from the device; or a component of a device described in this subparagraph or a substance in any form sold for the purpose of being vaporized or aerosolized by a device described in this subparagraph, whether the component or substance is sold separately or is not sold separately; or as otherwise defined under Oregon law. This definition does not include tobacco products, or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for any other therapeutic purpose, if the product is marketed and sold solely for the approved purpose, or as otherwise exempted under Oregon law.

Inhalant Delivery System Retail Store. A retail store utilized primarily for the sale of inhalant delivery system products and accessories, and in which the sale of other products is merely incidental.

Vendor-assisted sales. Sales in which only a store owner or employee has access to the tobacco product or inhalant delivery system and assists the customer by supplying the tobacco product or inhalant delivery system, and in which the customer does not take possession of the tobacco product or inhalant delivery system until after it is purchased.

(2) License Fee. No tobacco or inhalant delivery system retailer's license shall be issued or continue to be valid unless the holder thereof has paid the fees as required by this section.

(3) Sales to Minors. It shall be a violation of this section for a retailer to sell tobacco products or inhalant delivery systems to minors.

(4) Vendor-Assisted Sales. Except as provided in subsection (5) of this section or sales by retail stores or from vending machines licensed by the city, no person or business may sell, permit to be sold, or offer for sale any tobacco product or inhalant delivery system by means other than vendor-assisted sales.

(5) Scope of Ordinance. This section shall not apply to tobacco vending machines regulated by Oregon state law, or to any business, retailer, or establishment that is licensed by the Oregon Liquor Control Commission for a dispensing license and where the premises are permanently and entirely off-limits to minors under rules adopted by the Oregon Liquor Control Commission.

(6) Non-retaliation. No person or employer may discharge, refuse to hire, or in any manner retaliate against any employee, applicant for employment, or customer because such employee, applicant, or customer reports or attempts to prosecute any violation of this section.

(7) License. Except as provided in subsection (5) of this section, no person or business shall sell or offer for sale any tobacco product or inhalant delivery system unless a license is obtained from the city in accordance with section 7.000 of this code. The license shall be renewed annually. The license is not transferrable. The license may be denied, suspended, or revoked on the basis of three violations of this section within a year, or upon failure to pay a fine specified in subsections (10) and (11) of this section. Denial or revocation of a license may be in addition to the penalties and forfeitures provided in subsections (10) and (11). An annual license fee will be established by resolution of the common council.

(8) Citation and Complaint.

> (a) If a store clerk fails to comply with the provisions of subsections (1)-(7) of this section then a civil infraction citation signed by a Lane County public health representative or an Oregon state police officer shall be filed with the municipal court charging the person who failed to comply with a civil infraction and setting a date for the person to appear before the municipal court to answer the charge.
>
> (b) The civil action citation, together with a complaint, shall be filed with the municipal court.
>
> (c) The city prosecutor shall prescribe the form of the infraction citation and complaint. Additional parts may be inserted for administrative purposes by those charged with the enforcement of this section.

(d) The citation may also contain notice to the person cited that a civil complaint may be filed in the municipal court.

(e) The complaint shall contain a form of verification that the person signing the complaint swears or affirms that he or she has reasonable grounds to believe, and does so believe that the person committed the infraction.

(9) Service, Answer and Hearing.

(a) Service of the uniform civil citation shall be made as specified in section 5.616 of this code.

(b) A person who receives a citation alleging a civil infraction shall answer or respond as set forth in section 5.618 of this code.

(c) The hearing to determine whether a civil infraction has occurred shall be held in accordance with section 5.620 of this code.

(10) Penalties. Violation of this section shall be punishable as a violation and may include a fine not exceeding $720.00 pursuant to SMC section 1.205. The fine will be levied against the store clerk who completed the illegal sale. Notice of the violation shall be sent to the tobacco products retail license holder.

(11) Forfeitures. If a cited person fails to answer the citation or appear at a scheduled hearing as provided in subsection (9) of this section default judgments, forfeitures and delinquent forfeitures may be entered by the court in accordance with subsections (1)- (3) of section 5.622 of this code and section 5.624 of this code. Nothing in this section shall limit the city from revoking or denying any city license or permit held or desired by a person owing a forfeiture to the city.

(12) Schedule of Forfeitures. A civil infraction under this section is classified for the purpose of determining forfeitures into the categories more particularly described and set forth in section 5.624 of this code. The forfeiture will be levied against the store clerk who completed the illegal sale. Notice of the violation and forfeiture shall be sent to the tobacco products retail license holder.

(13) Other Relief Preserved. Nothing in this section shall be construed as limiting the right of the city to seek damages, injunctive relief, or other appropriate relief under Oregon law for the termination of conduct in contravention of the code or ordinances of the city.

Section 2. Except as specifically amended herein, Chapter 5 shall continue in full force and effect.

Section 3. Effective Date of Ordinance. It is hereby found and determined that the matters relating to the adoption of this Ordinance are matters affecting the public health, safety and welfare and that an emergency therefore exists, and this Ordinance shall therefore take effect immediately upon its passage by the Council and approval by the Mayor.

ADOPTED by the Common Council of the City of Springfield this _____ day of _____, 2016, by a vote of _____ for and _____ against.

APPROVED by the Mayor of the City of Springfield this _____ day of _____, 2016.

_____
Mayor

ATTEST:

_____
City Recorder

ORDINANCE No. _____ (General)

AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE SECTION 7.450 and 7.452 REGARDING TOBACCO AND INHALANT DELIVERY SYSTEM VENDING

The City Council of the City of Springfield finds that:

WHEREAS, the 2015 Oregon Legislature enacted House Bill 2546 (2015), which amends the existing Indoor Clean Air Act to include regulation of inhalant delivery systems such as e-cigarettes in addition to tobacco products and cigarettes; and

WHEREAS, the Oregon Health Authority is in the process of developing administrative rules meant to reduce tobacco and e-cigarette sales to minors; and

WHEREAS, e-cigarettes are a new product and the City seeks to develop regulations that protect public health and safety; and

WHEREAS, the City of Springfield wishes to develop reasonable regulations for this product to prevent and prohibit the sale of e-cigarettes and other inhalant delivery systems to minors; and

WHEREAS, the City of Springfield believes it is in the best interest of the health, safety and welfare of the citizens of the city to adopt and include such regulations in the Municipal Code; and

WHEREAS, the City of Springfield has determined that the enforcement on the state level is consistent with City policy and other enforcement actions by the City.

NOW, THEREFORE, based on the foregoing recitals, the Common Council of the City of Springfield ordains as follows:

Section 1. Subsection 7.450 of the Springfield Municipal Code is hereby amended to read as follows:

"TOBACCO AND INHALANT DELIVERY SYSTEM VENDING.

> 7.450 Definition. Tobacco or inhalant delivery systems vending machine means any coin-operated machine or device used to dispense cigarettes, other tobacco products, or inhalant delivery systems as defined in SMC 5.300."

Section 2. Subsection 7.452 of the Springfield Municipal Code is hereby amended to read as follows:

> "7.452 Licensed Required. No person shall establish, maintain, or operate a tobacco or inhalant delivery systems vending machine within the city unless a license for that use is obtained from the city. Every place or building where a tobacco or inhalant delivery systems vending machine is offered, whether for

hire or not, shall be deemed a tobacco or inhalant delivery systems vending machine subject to the provisions of sections 7.450 to 7.454. Each licensee shall meet the standards as described in sections 7.000 to 7.006."

Section 3. Except as specifically amended herein, Chapter 7 shall continue in full force and effect.

Section 4. Effective Date of Ordinance. It is hereby found and determined that the matters relating to the adoption of this Ordinance are matters affecting the public health, safety and welfare and that an emergency therefore exists, and this Ordinance shall therefore take effect immediately upon its passage by the Council and approval by the Mayor.

ADOPTED by the Common Council of the City of Springfield this _____ day of _____, 2016, by a vote of _____ for and _____ against.

APPROVED by the Mayor of the City of Springfield this _____ day of _____, 2016.

_____
Mayor

ATTEST:

_____
City Recorder

AGENDA ITEM SUMMARY

SPRINGFIELD CITY COUNCIL

Meeting Date:	3/7/2016
Meeting Type:	Regular Meeting
Staff Contact/Dept.:	Amy Sowa/CMO
Staff Phone No:	541.726.4666
Estimated Time:	05 Minutes
Council Goals:	Mandate

ITEM TITLE: AMEND SPRINGFIELD MUNICIPAL CODE 2.005

ACTION REQUESTED: Conduct a first reading on the following ordinance: AN ORDINANCE AMENDING CHAPTER 2, "GOVERNMENT AND ADMINISTRATION" SECTION 2.005 "TERRITORY - WARDS" OF THE SPRINGFIELD MUNICIPAL CODE (SMC) TO ADOPT LEGISLATIVE CHANGES TO SIZE OF PRECINCTS (FIRST READING)

ISSUE STATEMENT: Following new legislation, the Springfield Municipal Code needs to be amended to reflect new precinct assignments.

ATTACHMENTS: Attachment 1: Proposed Ordinance

DISCUSSION/ FINANCIAL IMPACT: In the 2015 legislative session, HB 2177 changed the maximum precinct size from 5,000 to 10,000 electors. As a result of the change in ORS 246.410, the following precincts have been combined with the **highlighted number** as the one **retained**:

4 Springfield precincts:

- **2234** and 2236
- **2340** and 2342
- **2562** and 2564
- **2676** and 2678

Registered voters whose precinct number changed were mailed a new Voter Notification Card in early February to reflect their updated precinct number.

The change will result in the following precinct assignments by ward:

Ward 1	Precinct 2122
Ward 2	Precincts 2234, ~~2236,~~(now combined into 2234), 2238
Ward 3	Precincts 2340, ~~2342,~~(now combined into 2340), 2344
Ward 4	Precinct 2456
Ward 5	Precincts 2562, ~~2564~~ (now combined into 2562)
Ward 6	Precincts 2676, ~~2678~~(now combined into 2676)

ORDINANCE NO. _____ (General)

AN ORDINANCE AMENDING CHAPTER 2, "GOVERNMENT AND ADMINISTRATION" SECTION 2.005 "TERRITORY - WARDS" OF THE SPRINGFIELD MUNICIPAL CODE (SMC) TO ADOPT LEGISLATIVE CHANGES REGARDING SIZE OF PRECINCTS

The City Council of the City of Springfield finds that:

WHEREAS, the City of Springfield is divided into six (6) wards, which are divided into precincts for the purposes of elections; and

WHEREAS, HB 2177 amended ORS 246.410 to increase the maximum precinct size from 5,000 to 10,000 electors; and

WHEREAS, the change in precinct size resulted in the Lane County Election official, as authorized in ORS 246.410 (2)(a), combining several precincts within the City of Springfield.

NOW THEREFORE, to bring the Springfield Municipal Code in line with the precinct assignments from the Lane County Elections official, the City Council of the City of Springfield ordains as follows:

2.005 Territory—Wards.
There are hereby established in the city, six wards with Lane County election precincts as follows:

Ward 1	Precinct 2122
Ward 2	Precincts 2234, 2238
Ward 3	Precincts 2340, 2344
Ward 4	Precinct 2456
Ward 5	Precincts 2562
Ward 6	Precincts 2676

Adopted by the City Council of the City of Springfield this ____ day of _____, 2016 by a vote of _____ in favor _____ against.

Approved by the Mayor of the City of Springfield this ____ day of _____, 2016.

_____
Christine Lundberg, Mayor

ATTEST:

_____
Amy Sowa, City Recorder

Attachment 1