



# City Council Agenda

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

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](http://www.springfield-or.gov)

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.

April 11, 2016

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5:30 p.m. Work Session  
Library Meeting Room

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*(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. Annual Joint Work Session with Springfield Museum Board and Director.  
[Anette Spickard/Brenda Jones] (45 Minutes)
2. Proposed Changes to Springfield Municipal Code 7.330 and 7.332.  
[Kristina Kraaz] (20 Minutes)

## ADJOURNMENT

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 4/11/2016  
**Meeting Type:** Work Session  
**Staff Contact/Dept.:** Anette Spickard, DPW  
Brenda Jones, DPW  
**Staff Phone No:** 726-3697; 726-3610  
**Estimated Time:** 45 minutes  
**Council Goals:** Preserve Hometown  
Feel, Livability, and  
Environmental Quality

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** ANNUAL JOINT WORK SESSION WITH SPRINGFIELD MUSEUM BOARD  
AND DIRECTOR

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**ACTION  
REQUESTED:** Meet with the Museum Board and Director to discuss issues of mutual interest and  
concern.

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**ISSUE  
STATEMENT:** The City owns the Springfield Museum building and its permanent collection of  
historical artifacts. Under an agreement that renews annually, the City contracts  
with Springfield Museum Board (a non-profit corporation) to manage the Museum  
for the benefit of the community. The City / Museum Board management  
agreement sets forth obligations for both parties. The Work Session will allow a  
discussion of these.

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**ATTACHMENTS:** Attachment 1: 2016 Museum Board Annual Report  
Attachment 2: Letter from the Chair of the Museum Board of Directors  
Attachment 3: Springfield Museum Board of Directors Roster  
Attachment 4: 2015-2016 Management Agreement

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**DISCUSSION/  
FINANCIAL  
IMPACT:** Benjamin Johnson, the Museum Director will present the annual report to Council  
(see Attachment 1) which includes an overview of their performance under the  
terms of the contract on pages 2 and 3. The report further details the strides that  
have been made to put the Museum back on solid financial footing. The final pages  
of the report include three funding options proposed by the Museum Board for  
Council consideration; a “preferred” scenario (\$65,000), a “moderate” scenario,  
(\$55,000), and a “status quo” scenario (\$45,000) for the 2016/2017 management  
services contract.

The Management Agreement at Section 7 (see Attachment 4, page 5) addresses  
compensation for Museum Board management services. The contract will renew on  
July 1, 2016 for the 2016/2017 contract year. The base fee has been \$45,000 since  
2008 with some one-time allocations for specific projects in 2008 and 2010. The  
fee is paid from the City’s Room Tax Fund as a tourism project.

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### **Highlights 2015-2016**

**Increased Attendance** – 7,000+ with nearly 20% visiting from outside Eugene/Springfield area

**Balanced budget for 1<sup>st</sup> time in more than 5 years** - Cut expenses and increased revenue

**Creation and marketing of traveling exhibit program** – on display at major regional museum from June 4, 2016 to February 12, 2017 ( High Desert Museum in Bend, OR) - promoting the Museum and Springfield to a wider regional audience.

**Increased volunteer numbers** – 8 volunteers who donate between 2 and 25 hours per week

**Enlarged Board of Directors** – Back up to 7 members, with other candidates in the works

**Collections Management** – Return to standardized procedures, establish inventory project to get an accurate accounting of all artifacts and archives.

**Enhanced Marketing and Promotions** – Streamlined branding, new website, enhanced social media presence, fostered better relationships with local television and radio, and working directly with Travel Lane County to promote the Springfield Museum as a must-see when traveling through the Eugene/Springfield area and beyond.

## Where We've Been: 2015 in Review

As we look back at 2015, I am proud to say that significant progress has been made in many of the key areas identified in my preliminary assessment of the Springfield Museum's operations. Though some significant challenges remain, the City of Springfield can be comfortable in the knowledge that their institution is stronger and healthier than it was a few years ago. I am convinced that we have laid the groundwork for continued success as long as the Board of Directors and the City of Springfield remain committed to maintaining sound financial strategies, creating exciting exhibits and programs, and ensuring the long-term health of its artifacts and archives.

Per the existing Management Agreement between the Museum Board (Manager) and City of Springfield (City), each party is required to fulfill a certain number of obligations. These responsibilities of the Manager, and a brief summary of their completion, are itemized below:

### Manager's Requirements:

1 – *“Shall use its best efforts to keep the Facility open to the public not less than two hundred forty days per year.”* For a period of approximately six months, the Museum reduced the total number of days per week it was open to the public from five (5) to four (4). The changes came about upon the realization that the facility would not have funds available to remain open without a considerable fundraising effort and change in operations. Additional staff was furloughed, and the Executive Director used the additional days for community outreach and fundraising efforts. We have since returned to operating five (5) days per week.

2 – *“Manager shall sponsor no less than eight exhibits per year.”* Given extreme limitations in staffing and operating funds, the museum created and hosted six (6) exhibits during the 2015 calendar year, and has an additional six (6) scheduled for the 2016 calendar year. It is the belief of the staff and Board that this number remains high, and is well beyond what could be considered the “industry norm,” especially considering the Manager retains only one (1) staff member who is solely responsible for research, design, fabrication, installation, promotion and fundraising for each exhibit.

3 – *“Manager shall protect the community's investment in the Permanent Exhibit, Historic Springfield Interpretive Center, by reserving the space solely for this purpose and for no other use.”* The Museum's second floor remains devoted to the 'interpretive center, which is now more than twenty (20) years old and in need of refurbishment and an update of content to be more inclusive of Springfield's history beyond the period from 1850-1930.

4 – *“Manager shall provide for the care of the Permanent Collection. Manager may engage in conservation and restoration of items in the Permanent Collection.”* The permanent collection continues to grow, but the Museum does not have adequate environmentally secure storage space, nor does it have funds available to maintain the collection at industry-standard levels. We have begun an artifact inventory and assessment program to address the poor collections management practices undertaken post 2004. This project will conclude in 2017.

5 – *“Manager shall protect the Permanent Collection and provide for its accessibility to the citizens of Springfield.”* Per the previous item, we continue to protect the collection with the resources and space available to use. Our primary storage facility for larger artifacts is located off-site, and it does not provide adequate environmental and pest controls to ensure long-term preservation and protection of the collection.

6 – *“Manager shall maintain the completed inventory catalog of the City’s Permanent Collection.”* The artifact inventory and assessment will provide additional clarity to the Manager and City of Springfield with regard to total numbers of artifacts and archives within the collection. Once the inventory is completed, we will then reconcile the inventory with existing records to ensure each object remains within the collection. As a large number of objects have not been cataloged (primarily large items stored off-site), this is an ongoing process with a projected completion in 2017.

7 – *“Manager shall provide an education program for Springfield youth.”* Manager has provided educational materials and tours on a class-by-class basis. We do not have space suitable for large-scale educational programs, nor do we have the funding and staff available to create a curriculum and present it to large numbers of the public at large. We have begun collaborating with members of the Springfield Public School to engage each other more effectively in 2016-2017.

8 – *“Manager shall continue to make the Permanent Collection resources available to the public.”* We field resource requests on a weekly basis and make our artifacts and archives available whenever possible. We provide this service free of charge. As much of the artifacts and archives are not stored in a research-friendly manner, and without an area within the facility dedicated to research, the degree to which scholars or the general public can access the information and materials remains limited. Depending on future funding, we plan to make a large amount of this information available via a searchable website catalog at some point in the future.

9 – *“Manager shall be actively involved in the community.”* Museum staff and Board of Directors are actively involved in various civic groups within the community, and use these connections to promote Museum programming and events throughout the year.

### Exhibit Highlights

Though we hosted an excellent series of events throughout the year, I've chosen several to highlight as representative of the whole.

#### *SMOKEJUMPERS*

In keeping with the Museum's goal to provide high quality exhibits and programming for the community, our 2015 schedule was highlighted by the exhibit **SMOKEJUMPERS: Firefighters from the Sky**, which was created in cooperation with the National Smokejumper Association (NSA) and financed in part by Eugene-based National Fire Fighter Corporation. In addition to the exhibit, comprised of 20 high-quality graphic/text panels, the Museum hosted the film & panel discussion "A Night with the Smokejumpers" at the Richard E. Wildish Theater in downtown Springfield (see attached). After watching a portion of a documentary film discussing the origins and history of the smokejumper program, I led an interactive panel discussion with three veteran smokejumpers. For over an hour, they told stories and took questions from the audience.

The SMOKEJUMPERS exhibit was extremely well received by the Eugene/Springfield community, and was highlighted by various media outlets including KVAL television and 1120 KPNW who hosted me on several occasions for their morning show. In addition to the local reception, the exhibit was considered a major success by the National Smokejumper Association and members of the wildland firefighting community. To further tell their story and improve the Museum's brand awareness around the region, the NSA assisted with the marketing and promotion of the traveling exhibit to potential host sites. We have contracted with the High Desert Museum in Bend, OR to display the exhibit from June 4, 2016 – February 12, 2017, and have several other regional museums interested as well (see attached). The High Desert Museum has an average annual attendance of 160,000 visitors per year, providing a unique opportunity to promote both Springfield and the Springfield Museum to a wider audience.

#### *Oregon Army National Guard & Veterans Week*

We ended 2015 on a high note, as our exhibit FIRST TO ASSEMBLE showcased the proud history and legacy of the Oregon Army National Guard. Taking its name from the regimental motto of the 2<sup>nd</sup> Battalion, 162<sup>nd</sup> Infantry Regiment (2-162), FIRST TO ASSEMBLE used graphic/text panels and original artifacts to tell their story from the mid-19<sup>th</sup> Century frontier outposts to present day deployments to Iraq and Afghanistan. The

exhibit's opening reception also featured 10 current members of 2-162 who showcased a vehicle and some of their additional infantry weapons and equipment. The event was well received by the public and by the soldiers themselves, who appreciated the support and were thankful for the opportunity to teach the public about their service (see attached).

The exhibit officially opened on November 11, Veterans Day, and was part of a Veterans Week series of events hosted by the Springfield Museum and the Richard E. Wildish Theater (see attached). Over the previous year I had made contact with filmmaker Gary Mortensen who directed several documentaries about the Oregon Army National Guard. He was more than willing to assist with the exhibit and allowed us to screen his film, "Shepherds of Helmand." The film, comprised of footage taken by Oregon National Guard soldiers in Afghanistan in 2008, told the story of a select group of Oregon soldiers who volunteered as an Embedded Training Team with the Afghan National Army. After the film screening, which raised money for the Museum and the South Willamette Valley Honor Flight, we hosted a panel discussion where Mr. Mortensen and four members of the unit depicted in the film took audience questions and told their stories. It was a powerful evening.

#### *Exhibits & Programs Summary*

Though firm numbers for prior years' attendance are not available, it is clear that our attendance figures from late 2014 began a steady upward trend. Each of these exhibits and programs, and the marketing/promotional efforts on their behalf, helped bring more and more people to the museum each month, and pushed the annual total to more than 7,000 visitors (an increase of nearly 20% based on available information).

#### **Collections Management**

As one of the primary challenges entering the year, the Museum made some significant progress toward my goal of establishing a base level of care. In January, I began an inventory and assessment program to establish a baseline assessment of each item's location and condition, capturing digital images of each object, and ensuring that our paper records match the digital. This program would not be possible without a core group of devoted volunteers we have recruited and retained, and for them I am extremely grateful.

As a small institution, one of the long-term goals I have established for the facility is the ability to enhance opportunities for the general public to interact with the archives and artifacts. Toward this goal we have created high resolution digital scans of more than 1,200 photographs, documents, and negatives. Once the inventory and assessment project is completed in 2017, the Springfield Museum can begin the process of placing these images within a searchable online database available to the general public via our website. At a

future date, I would recommend the Museum begin charging a nominal fee for research requests and digital image reproductions. We remain limited by staffing levels, space, and dedicated funds to properly care for the entire collection to industry standards.

### **Community Engagement & Marketing**

With any non-profit organization, large or small, the ability to engage public and private partners is a key signifier of long-term success and viability. The Springfield Museum is no different, and I have made considerable inroads with regard to increasing awareness of our mission and programs throughout the community. The increased community engagement and support, both financial and in-kind, have allowed the Museum to continue its upward trend along a variety of categories. Though a detailed analysis of each supporter is not practical in this format, I have included a list of organizations and individuals (in no particular order) who have supported the Museum in various capacities over the last 15 months, all of whom are willing and able to continue this relationship into the future:

- Lane County Historical Society & Museum
- Springfield Area Chamber of Commerce
- University of Oregon
- National Museum of Forest Service History
- Oregon Army National Guard
- Lane County Sheriff's Office
- Sterling Graphics
- Springfield Public Schools
- Willamalane Parks and Recreation District
- Oregon Historical Society
- Paul Bright Studios
- State Farm of Eugene/Springfield
- National Smokejumper Association
- City of Springfield
- Pacific Continental Bank
- Citizens Bank
- Weyerhaeuser Corporation
- Lithia Toyota Springfield
- Urban Lumber Company
- Springfield Times
- Ducko's Framing
- 1120 KPNW
- National Fire Fighter Corp.
- Travel Lane County
- Springfield City Club
- Wildish Construction
- Oh So Graphic
- Richard E. Wildish Theater

We continue to find new ways to engage the public through high quality and low-cost marketing and promotional efforts. Our traditional marketing strategies include signs, print ads, radio and television appearances, posters, pamphlets and rack cards. We have also increased our use of social media and other digital advertising methods to reach an ever-widening audience.

An additional goal with regard to public outreach is the ability of the Museum to provide a significant value to the Springfield Public Schools. Though formal programming and curriculum has not been established, we have continued informal programs such as the annual Student Art Exhibition, group tours, and dissemination of educational materials on a class-by-class basis. We have begun discussions and planning for more formalized

collaborative projects, and remain committed to increasing communication and cooperation between the two entities in the years to come.

### **Staff, Volunteers and Board of Directors**

Though paid staff remains limited (with one full-time, and one half time employee), we have seen a steady increase in our volunteer numbers. Where we had one (1) volunteer at the end of 2014, we now have a group of eight (8) volunteers who spend anywhere from two (2) hours to twenty five (25) hours per week at the museum. This has enabled us to speed up our inventory and assessment program, and provide a better product for the general public while visiting the museum.

The Board has also been renewed over the last six months as we have recruited an additional four (4) members, with several more 'prospects' in the works. As of our most recent meeting, the Board is more committed to supporting the functions of the Museum through fundraising and administrative oversight. They began planning a major fundraising event for later in the year and have also created several committees to reexamine fundraising strategies and review the Museum's contract with the City of Springfield.

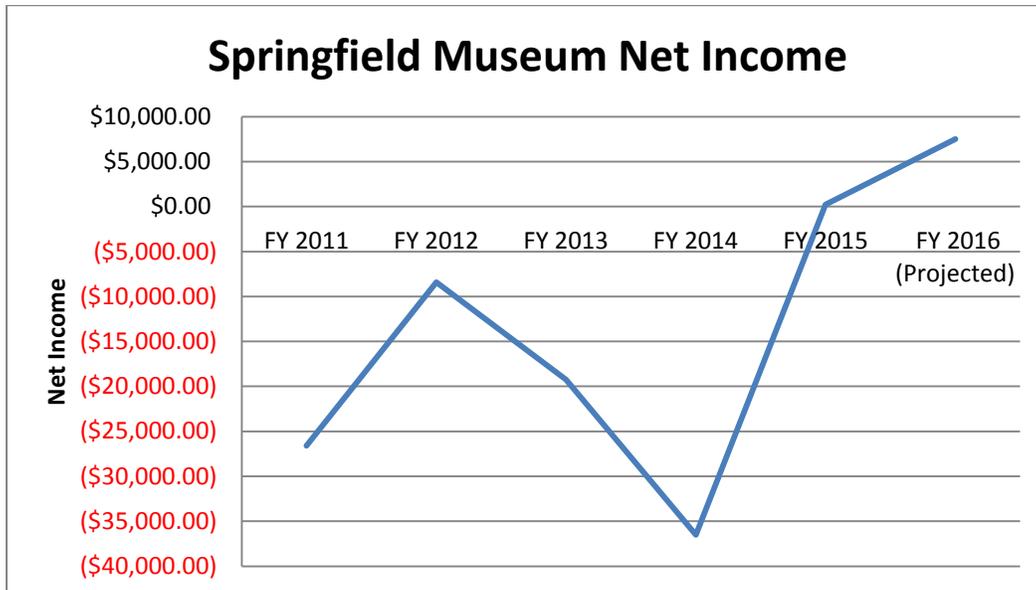
### **Finances**

In large part supported by the exhibits, programming, outreach and collections management functions previously mentioned, significant achievements were made with regard to the Museum's finances. **For the first time in at least 5 years, the Museum's budget balanced. I cannot overstate the significance of this fact. Between 2011 and 2014, the Museum witnessed a combined deficit of -\$90,729.95.** This sum completely depleted the Museum's reserve funds amassed over the previous decade. Without considerable changes, the museum would no longer have been a viable entity and was in danger of closure due to lack of funds.

Over the last year I have initiated a systematic plan that has decreased expenses and increased income, while simultaneously improving the overall quality and professionalism of the museum. If the City of Springfield and the Museum's Board of Directors continues along this path, the Springfield Museum will not only balance its budget once again in 2016-2017 and beyond, but can also begin adding significant funds to its reserve accounts.

In addition to increasing our funds through corporate sponsorships and a renewed membership program, the Museum has taken steps to offset operational costs through the utilization of additional programs. We have one additional half-time paid staff member through the federal ExperienceWorks job training program, and

were awarded a grant by the Lane County Historical Society to offset the cost of repairing/replacing our existing exhibit cases. This has allowed us to utilize existing funds for our inventory and assessment program, and other needs such as marketing efforts and community engagement.



Perhaps the most important changes to our financial management were the significant cuts to ensure solvency. I have made many necessary, but difficult decisions, among them: cutting additional full-time staff, temporarily limiting hours of operation, reducing expenses for exhibit design and development, reevaluating our insurance needs and reducing duplicate coverages, and generally utilizing each dollar to its maximum effectiveness. While fundraising and financial development remain challenging, I have laid the groundwork for continued expansion and believe that the relationships are now in place upon which a more extensive support network can grow.

**Springfield Museum**  
**Profit & Loss**  
 July 1, 2015 through April 1, 2016

	Jul 1, '15 - Apr 1, 16
Ordinary Income/Expense	
Income	
40001 · Donations	4,233.00
40150 · Fundraising Events	504.00
40450 · Grants	850.00
40750 · City of Springfield	45,000.00
40900 · Merchandise Sales	614.50
41000 · Exhibit Sponsorships	4,950.00
46400 · Other Types of Income	
46430 · Miscellaneous Revenue	5,148.00
46400 · Other Types of Income - Other	899.89
Total 46400 · Other Types of Income	6,047.89
Total Income	62,199.39
Gross Profit	62,199.39
Expense	
50450 · Collections Management	
50451 · Supplies	240.09
Total 50450 · Collections Management	240.09
50900 · Exhibits	
50901 · Design	425.00
50902 · Fabrication & Painting	2,989.34
50903 · Shipping	169.03
50905 · Miscellaneous	1,049.10
50906 · Resarch - Resources	935.74
50900 · Exhibits - Other	505.14
Total 50900 · Exhibits	6,073.35
51000 · Fundraising Expenses	1,143.63
51300 · Merchandise Expenses	202.53
51350 · Programming & Events	
51351 · Art Walk & Exhibit Opening	273.26
51353 · Films, Speakers & Presentatons	100.00
51358 · Miscellaneous	60.00
51350 · Programming & Events - Other	11.52
Total 51350 · Programming & Events	444.78
51450 · Insurance	
51451 · General Liablilty	1,329.86
Total 51450 · Insurance	1,329.86
51600 · Marketing & Promotions	
51601 · Event Specific	113.00
51602 · Exhibit Specific	306.30
51603 · General	1,035.84
51604 · Postage & Fees	13.23
51605 · Printing & Copies	200.92
51600 · Marketing & Promotions - Other	139.97
Total 51600 · Marketing & Promotions	1,809.26
51620 · Community Outreach	
51625 · Meals	-5.75
51626 · Organization & Association Dues	455.00
51620 · Community Outreach - Other	75.00
Total 51620 · Community Outreach	524.25

9:33 AM

04/02/16

Accrual Basis

**Springfield Museum**  
**Profit & Loss**  
**July 1, 2015 through April 1, 2016**

	<u>Jul 1, '15 - Apr 1, 16</u>
51950 · Museum Expenses	
51951 · Office Supplies	492.80
51952 · Technology	996.57
51953 · Software	458.53
51954 · Parking	273.00
51955 · Paid Subscriptions	159.60
51958 · Micellaneous	345.69
Total 51950 · Museum Expenses	<u>2,726.19</u>
51990 · Postage	3.28
52500 · Taxes	
52503 · Tax Fees	20.00
52500 · Taxes - Other	65.00
Total 52500 · Taxes	<u>85.00</u>
62100 · Contract Services	
62110 · Accounting Fees	370.50
Total 62100 · Contract Services	<u>370.50</u>
66000 · Payroll Expenses	38,177.08
Total Expense	<u>53,129.80</u>
Net Ordinary Income	9,069.59
Other Income/Expense	
Other Expense	
50400 · Bank Fees	97.98
Total Other Expense	<u>97.98</u>
Net Other Income	<u>-97.98</u>
Net Income	<u><u>8,971.61</u></u>

# Updated Logo & Marketing Examples




Discover Springfield's  
*unique* history



**A MIX OF HISTORY**  
The Springfield Museum features frequently rotating exhibits and a gift shop on the first floor. Upstairs you will find the Springfield Interpretive Center highlighting the early history of Springfield and the surrounding area. Play while you learn about history through interactive displays like the schoolhouse and The Simpson's Couch.

**A POWERFUL LOCATION**  
Built in 1911, the Springfield Museum's brick building originally housed the Oregon Power Company transformer station. Power was generated by burning wood waste at the the nearby Booth-Kelly mill. The interior was originally one cavernous 3-story room with three transformers that towered from floor to ceiling.

**ADMISSION IS FREE!**




**FREE ADMISSION**  
We gratefully accept donations - your contributions allow us to protect and share our town's shared history.

**SPRINGFIELD MUSEUM**  
590 Main Street  
Springfield, Oregon 97477

**HOURS**  
WED - THURS 11AM TO 4PM  
FRI 11AM TO 6PM  
SAT 10AM TO 4PM

**GENERAL INQUIRES**  
[www.springfield-museum.com](http://www.springfield-museum.com)  
541-726-3677 • [info@springfield-museum.com](mailto:info@springfield-museum.com)  
[facebook.com/SpringfieldMuseum](https://facebook.com/SpringfieldMuseum)



**HOME OF THE SIMPSONS**

Visitors from around the world have dropped in to the Springfield Museum just to have a seat on the sofa with The Simpsons! The large promotional piece from 2007's "The Simpsons Movie" makes a great photo opportunity!



**2ND FRIDAY ART WALK**

We feature rotating exhibits year round in our Kathleen Jensen Gallery, and receptions on the 2nd Friday of each month from 5 to 8 pm. Stop by and enjoy a variety of exhibits showcasing the unique history of our city, state and region.

The Springfield Museum is a 501(c)3 nonprofit organization. Your donations and contributions are tax deductible.

# SMOKEJUMPERS: Firefighters from the Sky

Exhibit, Film Screening and Discussion



“A Night with the SMOKEJUMPERS” - Panel discussion following documentary film screening



Veteran smokejumpers from our discussion panel, with Executive Director Ben Johnson (at right)



Above and Right, Images from the SMOKEJUMPERS exhibit

Appendix II

# SMOKEJUMPER



**Beas—More History Recorded ..... 4**  
**Legalism, The Timeless Enemy ..... 9**  
**Traveling Smokejumper Museum ..... 21**

for years, however well I masked it. It's not always as intense as when I read your article, but it's always, always there.

I can attest from personal experience that what you've suggested is real. The combination of being a long-term jumper and being suddenly forced into retirement most certainly can result in PTSD. You mentioned you'd like to hear from those of us so affected and get a conversation going. It's a

timely and well-directed request. Thanks for your insight and sincere concern, Jim. I don't know what impact your statements will bring to others, but I was riveted by your words. It was the most significant thing I read in the entire issue of Smokejumper. Much of the rest of the magazine clearly targeted others still in the game, as it should, but this entry targeted me.

—Jeff Davis (MSO-57) 🦋

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# A Traveling Smokejumper Museum Exhibit—Bring The Smokejumper Story To Your Home Town

by **Chuck Sheley** (Cave Junction '59)

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**A**bout six months ago Ben Johnson, Director of the Springfield Museum in Springfield, Oregon, contacted me concerning a smokejumper exhibit. Ben wanted to develop an exhibit for his facility that would tell the smokejumper story and run for a ten-week period.

After some initial exchange of information, I asked **Stan Collins** (MYC-67) and **Tommy Albert** (CJ-64) to help with the project. Both of these men live in the Eugene area and had been involved in the development of the Siskiyou Smokejumper Museum in Cave Junction, Oregon. The outcome was an excellent, educational exhibit telling the public about smokejumping.

A part of the mission statement of the NSA states that the National Smokejumper Association “is dedicated to preserving the history and lore of smokejumping.” How many people have you run into that do not know anything about smokejumping? If you are like most of us, it is a high number.

If we bring the smokejumper story to your community, it will be easier than getting the public to the few smokejumper exhibits available at this time. We need to educate the public about the job and value of smokejumpers in the wildland firefighting picture. A traveling museum/exhibit can come to

your community anywhere in the U.S.

The museum package will have 20 informational wall panels (30x30) complete with verbiage and photos. An example of a single panel can be found on the back cover of this issue. In addition, there will be a manikin with the jump suit, parachutes, and gear a smokejumper would wear. All of this should ship in a maximum of three boxes.

It is designed to show at a small local museum or historical society facility. One or two rooms will house the exhibit. It can be adjusted to the size of your facility.

The NSA Board of Directors asked me if this was a project that you would be interested in bringing to your community? I need to show an interest and need before continuing on the “Traveling Smokejumper Museum” project.

The ball is in your court. If you feel this would work in your hometown, contact your local museum person and see if they are interested in this outstanding exhibit. Once you have made a positive contact, it will be up to you, the NSA, and the museum person to work out a schedule and the details. Contact me if you are interested. Let's spread the word across the U.S. about the values of the smokejumper program and their place in wildland firefighting. 🦋

# THE JUMP SUIT

The smokejumper and both the main and reserve parachutes are held together by the harness.

A neck guard is included in the jump suit design to protect the smokejumper in situations where unexpected changes in wind direction might blow him backward into sharp branches or outcrops of rock.

The static line is attached with a metal clip (seen temporarily clipped to the reserve parachute) to a cable inside of the airplane. When the smokejumper leaves the plane, the static line pulls the main parachute out of its pack and helps open it.

Personal items such as tooth brush, change of clothing and food are carried in the ditty bag under the reserve parachute.

The items displayed on the ground in front of the smokejumper are carried in the leg pockets.

The let-down rope is used to get to the ground if the parachute gets tangled in the branches of a tree.

A hand saw may be used for cutting tree branches that have tangled the smokejumper or parachute.

Once the firefighter is on the ground, parachutes are stuffed into a parachute bag to protect them from being damaged by embers from the fire.

Signal flags are rolled out on the ground to let the pilot know that the smokejumper landed safely (used if the radio isn't working).

This suit is representative of those used during the mid-1970s. Though some technology has changed, the equipment remains very similar today.



Courtesy: Stan Collins (MYC-67)

Bring NSA Traveling Smokejumper Museum To Your Community

Attachment 1, Page 65 of 25  
Contact Chuck Sheley For Details

# FIRST TO ASSEMBLE: The Oregon National Guard and the 162nd Infantry Regiment

Exhibit, Film Screening and Discussion



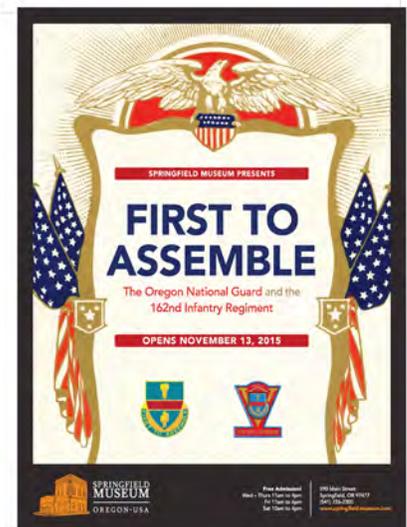
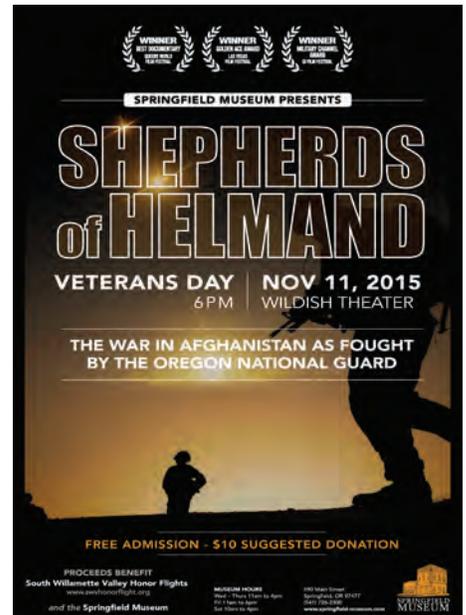
“Shepherds of Helmand” - Introduction to documentary film



Oregon National Guard Soldiers and Director Gary Mortensen (center) discuss their film, “Shepherds of Helmand,” depicting their tour in Afghanistan in 2008.



Above and Right, images from the FIRST TO ASSEMBLE exhibit



# Veterans Week 2015 - Springfield, OR



**VETERAN'S WEEK  
IN SPRINGFIELD OREGON**

**NOVEMBER 8**  
16th Annual Veteran's Day Parade  
1:30 p.m on Mohawk Boulevard

**VietNam: An Inner View**  
Sunday, November 8, 2015 @ 6:30pm - Free Admission

This four-part multimedia experience captures the photographs, film footage and letters of Vietnam veteran Marc Waszkiewicz during his three combat tours. All funds raised go toward the completion of a documentary film and memoir.

**NOVEMBER 10**  
**Forgotten Heroes: An Honor Flight Story**  
7pm - Tickets - \$12

This full length documentary follows the May 2014 Honor Flight by the South Willamette Valley Honor Flight group, a 501(c)(3) organization created solely to honor the sacrifices of America's veterans, by transporting the heroes living in Lane, Linn, Lincoln and Benton counties to visit their war memorials in Washington D.C.

**NOVEMBER 11**  
**Shepherds of Helmand**  
Veterans Day, Free admission, \$10 suggested donation

This documentary film tells the story of 17 volunteers from the Oregon Army National Guard who volunteered to train a battalion of Afghan National Army. Several soldiers from this unit will take part in a Q&A panel following the film.

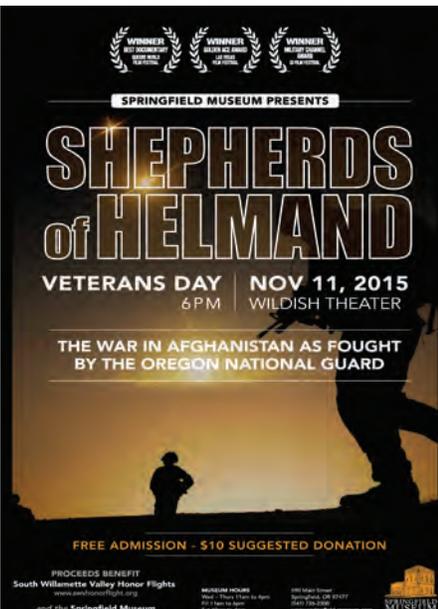
**NOVEMBER 13**  
**FIRST TO ASSEMBLE: The Oregon Army National Guard and the 162nd Infantry Regiment** 5-8 pm at the Springfield Museum

The exhibit showcases the history of the Oregon Army National Guard and the 162nd Infantry Regiment. Soldiers from the unit will be on hand to answer questions and showcase their vehicles and equipment.




**SOUTH WILLAMETTE  
VALLEY**

**OREGON  
HONOR FLIGHT**



WINNER BEST DOCUMENTARY  
WINNER BEST FILM  
WINNER BEST MUSIC

SPRINGFIELD MUSEUM PRESENTS

**SHEPHERDS  
of HELMAND**

VETERANS DAY NOV 11, 2015  
6 PM WILDISH THEATER

THE WAR IN AFGHANISTAN AS FOUGHT  
BY THE OREGON NATIONAL GUARD

FREE ADMISSION - \$10 SUGGESTED DONATION

PROCEEDS BENEFIT  
South Willamette Valley Honor Flights  
www.southwillamettevalley.org  
and the Springfield Museum

MUSEUM HOURS  
Museum: 10am to 5pm  
121 1st St SE  
Springfield, OR 97132  
440.755.2300  
www.springfieldmuseum.org



## Where we're going: Springfield Museum 2016-2017 and Beyond

Now that we have addressed some of the most pressing issues addressed during the past year, we must take a serious look toward the future. In the end, the future success of the Springfield Museum will be determined by the level of commitment expressed by its staff, Board of Directors, and the City of Springfield. I continue to challenge all community stakeholders, as those responsible for the protection, preservation and promotion of Springfield's history, to outline both short-term and long-term visions for the museum and its operations. If the museum is to remain viable, and to meet the goals outlined in its contract with the city, the Museum needs to address the following issues:

- Increase and diversify funding stream
- Address significant shortages in storage, exhibit and event space
- Increase staffing
- Increase volunteer numbers
- Improve collections care standards and practices
- Increase space for archives and collections storage/management

Our reinvigorated Board of Directors is a fantastic mix of experience and energy, and I firmly believe they have the ability to make significant progress toward improving the Museum's financial situation in the long-term. To retain existing momentum, however, it may be necessary for the Board and the City of Springfield to reevaluate the base funding levels for the next few years.

If the Springfield Museum is to continue the positive trends exhibited over the past 18 months, several areas should be addressed.

- 1 – What is the City of Springfield's vision for the museum over the next 5-10 years?
- 2 – What is the City of Springfield's commitment to preserving and protecting its heritage objects and archives?

If the City of Springfield concludes that the Museum provides a valuable service with regard to historical preservation and tourism (as the two go hand-in-hand), both the City and the Museum should focus on enhancing the economic viability of the organization, and taking necessary steps to ensure that the Museum's mission as the official historical repository for the City of Springfield remains a priority.

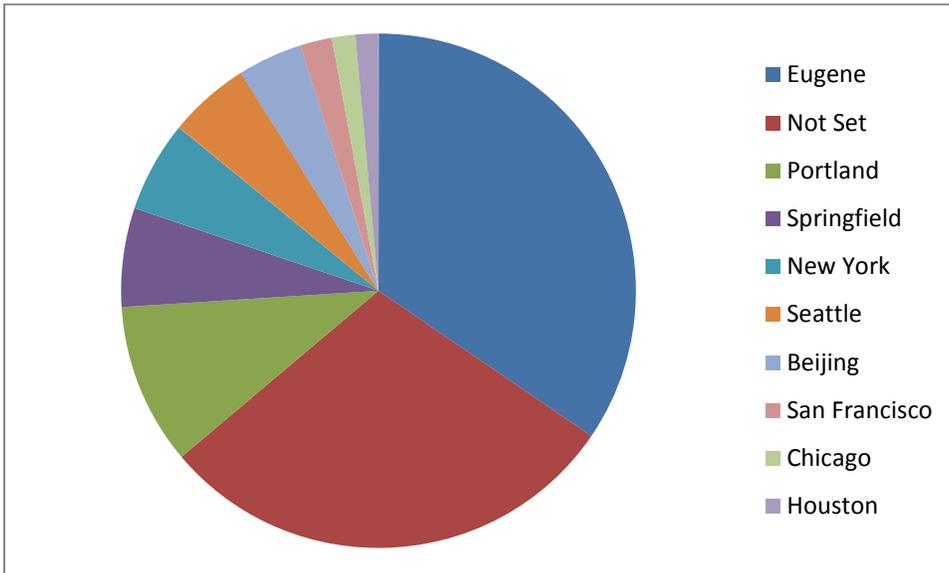
Toward that end, I have proposed a temporary increase in the stipend provided by the City of Springfield (specific levels TBD) that will allow the Board of Directors to devote their energies toward fundraising, recruitment of new members, and an evaluation of their bylaws to foster oversight and support of the staff and volunteers. Any surplus funds received through FY2017 could then be placed in reserve accounts to be used for “special projects” designated by the Board of Directors.

I’ve shown that the museum can accomplish its mission and contractual obligations within a limited budget if prudent decision making and financial planning are undertaken. The next stage of progress and development for the Springfield Museum will depend heavily upon guidance from the City of Springfield with regard to its vision for the facility over the ensuing 5-10 years.

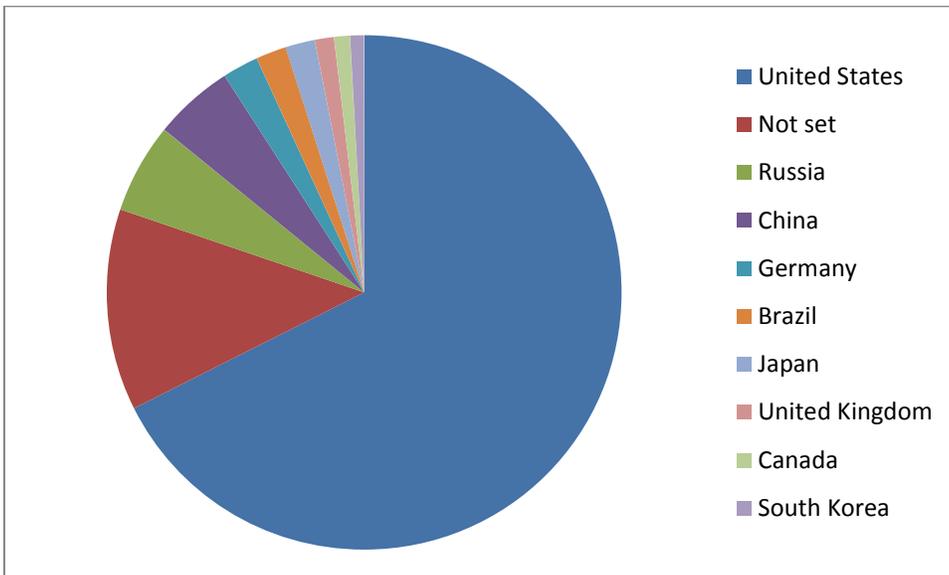
I continue to believe that the Springfield Museum, alongside its community partners, acts as an economic engine for the continued redevelopment of downtown Springfield. The following pages highlight several ways the Springfield Museum engages not only the Eugene/Springfield community, but greater Lane County and beyond. In so doing, the Museum provides a valuable resource for the community while also bringing more new visitors to downtown Springfield each month. Any additional investment by the City of Springfield into the Museum will help us build upon the momentum we’ve created, and improve the overall quality of life for our community.

## Marketing, Promotions and Outreach: Beyond Eugene/Springfield

One of the most significant changes of the last year has been the improved public profile of the museum. My assessment from spring 2015 highlighted a belief that the Springfield Museum could serve as an economic engine for the continued renewal of downtown Springfield. By increasing the quality of our exhibits and programming, and expanding the reach of our marketing efforts, our brand extends far beyond the Eugene/Springfield area. For the current FY beginning July 1, 2015, the Museum’s new website has more than 8,500 unique page views from across the country and around the world.



Top 10 Cities Viewing SM Website



Top Ten Countries Viewing SM Website

In addition to the website, we have also relied heavily on social media (Facebook, YouTube, etc.) to ‘get the word out’ regarding our programming and events, with thousands of page views from all around the world since July 1, 2015. Alongside these digital methods, we are working closely with organizations such as Travel Lane County and the Springfield Area Chamber of Commerce to promote our brand locally and regionally. We are one of only eight (8) businesses/events highlighted on the Springfield page of Travel Lane County’s annual “Eugene, Cascades and Coast” visitor’s guide.



**EXPLORE**

## Springfield

**LOCATED IN THE WILLAMETTE VALLEY** between the McKenzie and Willamette Rivers, Springfield is a friendly city neighboring the McKenzie River recreation area. The Shoppes at Gateway hosts Oregon’s first Cabela’s store, with many nearby hotels and restaurants. Downtown has many antiques stores, locally owned restaurants, a vast array of murals, and is home to the Wildish Theater, which hosts festivals, musicals, and a resident chamber music company. Springfield also offers a wave pool, a sports center, and a living history filbert farm, Dorris Ranch. Located in the historic Southern Pacific Railroad building, at 101 South A Street, the Springfield Area Chamber of Commerce and Visitor Center is ready to assist visitors with more information.



**PLANK TOWN BREWING CO.**

Located in the heart of historic downtown Springfield, Plank Town serves up handcrafted microbrews, wine, cider, classic cocktails and a NW-inspired menu. Featuring a great selection of house-brewed beer with two nitro taps and two cask beer engines pulling cask-conditioned ales. Open at 11am weekdays and 10am Saturday & Sunday for weekend brunch.

346 Main St  
Springfield, OR 97477  
541-768-1890  
planktownbrewing.com



**HOP VALLEY BREWING CO.**

What’s your craft? Our’s is brewing the finest Northwest ales and lagers! Bring your crew down to sample our brew and our tasty take on NW pub cuisine.

Eugene Tasting Room & Production Brewery  
990 W 1st Ave  
Eugene, OR 97402  
541-485-2337  
hopvalleybrewing.com



**REGIONAL FOOD HUB**

A gathering place of local food & beverage in downtown Springfield! Event space and state-of-the-art kitchen available for rent. Courtyard Café Tue-Sat 11am-9pm Springfield Farmers’ Market Every Friday 3-7 pm

418 North A Street, Springfield, OR  
sproutfoodhub.org



**SPLASH! AT LIVELY PARK**

Romp in the waves, slip down the slide and splash in the kiddie pool at Oregon’s premier indoor waterpark.

Waves of fun—all year long!

6100 Thurston Rd  
Springfield, OR  
941-726-4244  
willamalane.org/splash



**CAMP PUTT ADVENTURE GOLF PARK**

Two cool 18-hole courses on two acres. Party packages available. Miniature golf, maximum fun!

4006 Franklin Blvd  
Eugene, OR  
541-852-GOLF  
campputt.com



**GATEWAY TAPHOUSE**

- Over 20 TVs
- 42 Beers On Tap
- Full Restaurant & Bar
- Breakfast all day
- Classic pub fare

Sunday-Thursday  
8 AM-12 AM  
Friday-Saturday  
8 AM-1 AM  
3198 Gateway St  
Springfield  
541-653-8876



**LIGHT OF LIBERTY CELEBRATION!**

Join Springfield Utility Board on Monday, July 4th, for music, food, fireworks, and fun! Proceeds benefit Project Share. Details at [www.subutil.com](http://www.subutil.com)

250 A St  
Springfield, OR  
541-746-6461



**SPRINGFIELD MUSEUM**

Springfield’s Historical and Cultural Museum.

Rotating Exhibits  
Hometown of author Ken Kesey, get your picture taken on the Simpsons couch, and much more

FREE ADMISSION  
590 Main St  
Springfield, OR  
541-726-2300  
springfieldmuseum.com

Visit [springfield-chamber.org](http://springfield-chamber.org) for more information.

“Eugene, Cascades and Coast” Visitors Guide, 2016-2017

Also new in 2016 is our first traveling exhibit, **SMOKEJUMPERS: Firefighters from the Sky**. From June 4, 2016 through February 12, 2017, the exhibit will be on display in the main entrance gallery of the High Desert Museum in Bend. The High Desert Museum is a massive regional tourist attraction, with annual attendance in excess of 160,000 visitors. Not only does the traveling exhibit offer a new funding opportunity for the Springfield Museum, it offers an amazing opportunity to put our brand in front of a massive new audience, potentially driving tens of thousands of individuals through the Eugene/Springfield area.

Though a new traveling exhibit cannot be produced each year, it is our hope that a similar model be followed every 2-3 years. Over time the Springfield Museum's exhibit program can serve the dual purposes of improving the financial bottom-line, while simultaneously improving local and regional awareness of Springfield and its Museum.

### **Funding & Operations**

The Springfield Museum was created in part to act as the official historical repository for the City of Springfield, and out of a desire "to provide a forum for our community's historical and contemporary culture by providing a Museum for the citizens of Springfield and visitors to the area."

The current management agreement was put into place to transfer the day-to-day management and operations of the facility and its collections to a semi-independent non-profit entity supporting the City's goals for its collection. This entity, supported in part by the City of Springfield, is contractually obligated to undertake certain responsibilities. The Museum is currently staffed by one (1) full-time employee, one (1) part-time employee up to 21 hrs per week, and eight (8) volunteers who donate between two (2) and twenty-five (25) hours per week. With this in mind, the Museum is obligated by the management agreement to fulfill the stipulations within the Management Agreement.

#### *Operating Budgets of Peer Organizations*

Springfield Museum - **\$65,000.00 (minimum)** (not withstanding additional funds raised)

Science Factory - **\$350,000.00**

Lane County Historical Society and Museum - **\$325,000.00**

Springfield Public Library - **\$1,580,952.00**

Over the last decade, the Springfield Museum has received annual stipends ranging from \$35,000 to \$60,000 annually, depending on the particular needs for a given year.

FY2004	\$34,440.00	
FY2005	\$34,440.00	an additional \$15,560.00 seed money and research
FY2006	\$35,000.00	
FY2007	\$35,000.00	an additional \$15,000.00 seed money and research
FY2008	\$45,000.00	an additional \$12,000.00 one-time support
FY2009	\$45,000.00	
FY2010	\$45,000.00	an additional \$10,000.00 construction of display
FY2011	\$45,000.00	
FY2012	\$45,000.00	
FY2013	\$45,000.00	
FY2014	\$45,000.00	
FY2015	\$45,000.00	

### **Conclusions and Budget Proposals**

It is my conclusion that FY2016-2017 is an ideal time to reevaluate the base levels of support by the City of Springfield for the coming years. Toward that end, I have provided three possible budget options:

**Option 1, “Preferred”** – Preferred option one increases the stipend provided by the City of Springfield to \$65,000 for FY2016-2017 and FY2017-2018. This amount will cover the vast majority of operational expenses while providing additional time for the newly invigorated Board of Directors to focus heavily on fundraising, oversight and increasing its numbers. This result brings high quality exhibits and programming (including the possibility of traveling exhibits), while also enhancing our marketing and promotional budget.

**Option 2, “Moderate”** – Option 2 increases the City of Springfield’s funding levels to \$55,000 for the next two fiscal years. This option allows the Museum to fully fund the Director’s position, while offering some additional funding devoted to collections care and management. Additional funds for exhibits and programming (and the marketing devoted to each) will be raised by the Director and Board.

**Option 3, “Status Quo”** – Option 3 leaves funding at existing levels. This option provides for a majority of the Director’s salary, but leaves an additional \$5,500 to be raised before all taxes and fees

are handled. This puts the focus of the Director and Board solely on raising funds for day-to-day operations and can restrict the number and quality of exhibits, limit additional programming, and reduces all marketing and promotional efforts to the bare minimum.

Though I have shown the Museum's ability to work within a budget, it is clear that we remain limited in our ability to uphold completely our contractual obligations within our current physical space and at existing funding levels. To remedy these issues, I make the following recommendations aimed at ensuring the long-term success and viability of the Springfield Museum.

**Recommended Action #1 – Increase baseline City funding for next two fiscal years.**

As the owner and primary community stakeholder of the Springfield Museum, the City of Springfield should reassess the funding levels provided to the Museum. This provides the best case scenario for the Museum as a valuable partner in the development of downtown Springfield, while also ensuring the City's history and heritage is protected. With a more reliable funding base, we can continue increasing the quality of our exhibits and programs, promoting the museum, and drawing increasingly larger numbers to the museum and downtown Springfield.

**Recommended Action #2 – Work with City Manager's Office to find creative solutions to the Museum's storage, research, education and exhibit space needs.**

The Museum has nearly reached the point where we can no longer accept additions to our artifact and archive collections due to lack of space. The space we have available is not conducive to long-term storage or easy-access to researchers or the general public, per stipulations in the management agreement. Though we will maintain the existing Museum as the 'home' location, it may be prudent to examine alternative options for the long-term storage and accessibility of our archives and artifacts. By expanding the physical space devoted to collections storage, we are also able to address the need for increased research and educational space for the residents of Springfield.

Ordinary Income/Expense	2016-17 Preferred		2016-2017 Moderate		2016-2017 Status Quo	
	Actual	Budget	Actual	Budget	Actual	Budget
Income						
City of Springfield		\$65,000.00		\$55,000.00		\$45,000.00
Donations & Grants						
Membership - Individual		\$5,000.00		\$5,000.00		\$5,000.00
Membership - Corporate		\$1,500.00		\$1,500.00		\$1,500.00
Grants		\$1,500.00		\$1,500.00		\$1,500.00
General Donations		\$1,500.00		\$750.00		\$500.00
Fundraising Events		\$1,000.00		\$1,000.00		\$1,000.00
Exhibit Sponsorship		\$5,500.00		\$4,500.00		\$4,000.00
Merchandise Sales		\$750.00		\$500.00		\$350.00
Other (misc)						
Board of Directors		\$850.00		\$850.00		\$850.00
<b>Total Income</b>		<b>\$82,600.00</b>		<b>\$70,600.00</b>		<b>\$59,700.00</b>
Expense						
Collection Management		\$2,500.00		\$1,500.00		\$250.00
Supplies						
Exhibits		\$8,000.00		\$7,000.00		\$4,000.00
Design						
Fabrication						
Shipping						
Research/Resources						
Maintenance/Repair						
Other (misc)						
Fundraising		\$1,000.00		\$500.00		\$350.00
Postage						
Printing						
Facility Rental						
Merchandise Expense		\$1,500.00		\$750.00		\$200.00
Programming & Events		\$1,500.00		\$1,000.00		\$500.00
Art Walk & Exhibit Opening Reception						
Films, Speakers, & Presentations						
Facility/Technology Rental						
Misc						
Insurance						
General Liability		\$612.00		\$612.00		\$612.00
Non Profit DOEP Liability		\$842.00		\$842.00		\$842.00
Marketing & Promotions		\$2,500.00		\$1,750.00		\$500.00
Event Specific						
Exhibit Specific						
General (non specific)						
Postage & Fees						
Printing/Copying						
Community Outreach & Engagement		\$2,000.00		\$750.00		\$350.00
Organization & Assoc. Dues						
Sponsorships						
Food & Beverage						
Museum Expenses						
Office Supplies		\$500.00		\$500.00		\$250.00
Hardware		\$1,750.00		\$1,000.00		
Software		\$850.00		\$850.00		\$500.00
Parking		\$360.00		\$360.00		\$360.00
Paid Subscriptions		\$150.00		\$150.00		\$0.00
Travel and Lodging						
Misc						
Contract Services						
Accounting/Bookkeeping		\$350.00		\$350.00		\$350.00
Tax Prep/Filing		\$500.00		\$500.00		
Payroll Expenses						
Wages Expense						
Regular Permanent Employees		\$45,000.00		\$40,000.00		\$40,000.00
Payroll Taxes & Processing Fees		\$7,600.00		\$7,000.00		\$6,600.00
Health Insurance Stipend		\$3,600.00		\$3,600.00		\$3,600.00
Misc. Expense						
<b>Total Expense</b>		<b>\$78,614.00</b>		<b>\$67,514.00</b>		<b>\$59,264.00</b>
<b>Net Income</b>		<b>\$4,486.00</b>		<b>\$2,736.00</b>		<b>\$436.00</b>

SM Budget Options FY2016-2017

City of Springfield and Community Stakeholders,

Since I joined the Springfield Museum Board of Directors in Spring of 2014, we have gone through a great deal of change. Thus far, one of our greatest achievements as a board was going through an extensive hiring process that landed us upon our current executive director, Benjamin Johnson. Ben's passion and drive for our museum has been key in rebuilding the museum's position in the community. 2015 saw the loss a few board members and it's own set of challenges as we navigated narrow waters with a very slim operating budget. We came out of the year in very good shape, considering, and approached 2016 with a renewed interest in growing both the board and the museum to a new level. So far this we year, we have recruited four new board members making us an eight member board. We plan to continue our growth until we have no fewer than twelve members. I am confident in our ability to hit this number as well as our new members' commitment and drive to guide the museum through 2016 and beyond.

Beyond membership, one of our main priorities for 2016 is fundraising. Realizing that it is paramount to the museum's success, we have established a committee (currently comprised of every board member) – that in addition to our regular board meetings - meets monthly to address this initiative. We have an exciting event planned for October that will be our primary focus for the year, which is being supported by Willamalane Park and Recreation District. Our hope is to raise at least \$1000 from the event. As it's the first year for it, we are focusing on the quality of the event to establish it as something we continue to do on an annual basis. In coming years, we anticipate that we will bring in an increasing amount of funds. In addition to this event, we plan to strengthen our relationship with community members and businesses to increase the level of funds we bring in on this level. To this, we will send out bi-annual letters and emails to our community members asking for their support and reach out and/or develop strategic partnerships with other businesses and organizations as we plan new exhibits.

We have made great strides since our last meeting with the city and have no plans of letting off the gas. In support of these goals, we respectfully request the City of Springfield increase the Museum's funding for the upcoming fiscal year(s). As Springfield continues to grow, we feel strongly that the museum should have an increased presence and awareness among the community. We are thankful to for the city's support and look forward to more support in the future as we grow together.

Sincerely,



Michael Herron, President

Megan Lallier-Barron, Vice President  
Carol Houde, Secretary  
Jeff Thompson, Treasurer  
Brenda Jones, Board Member  
Kara Ellsworth, Board Member  
Jennifer Thompson, Board Member  
Kathryn Rifenburg, Board Member



## **Springfield Museum Board of Director's**

MAILING ADDRESS	PHONE	APPOINTMENT DATE	RE- APPOINTMENT DATE	EXPIRATION DATE
<b>HERRON, Michael - President</b> 444 Water Street Springfield, Oregon 97477 <a href="mailto:michael.s.herron@gmail.com">michael.s.herron@gmail.com</a>	H: 541.232.7400 W: 541.607.1541	3/2014		3/2017
<b>LALLIER-BARRON Megan- Vice Pres.</b> 4675 Goodpasture Loop Apt. 48 Eugene, Oregon 97401 <a href="mailto:megankbarron@gmail.com">megankbarron@gmail.com</a>	H: 541-514-6723 W: 541-599-1674	1/2016		1/2019
<b>THOMPSON, Jeffrey - Treasurer</b> 2582 "L" Street Springfield, Oregon 97477 H: <a href="mailto:jefft@jstconsulting.com">jefft@jstconsulting.com</a> W: <a href="mailto:jedd@springfield-chamber.org">jedd@springfield-chamber.org</a>	H: 541.746.3157 C: 808.754.7854	4/2013		4/2016
<b>Houde, Carol- Secretary</b> 757 McKenzie Crest Drive Springfield, OR 97477 <a href="mailto:ckdamcomm@mindspring.com">ckdamcomm@mindspring.com</a>	H: 541 736 5593	2/2016		2/2019
<b>JONES, Brenda - City Liaison</b> 225 5 <sup>TH</sup> Street Springfield, Oregon 97477 W: <a href="mailto:bjones@springfield-or.gov">bjones@springfield-or.gov</a>	H: 541-747-7201 W: 541-726-3610 C: 541-912-0163	2015		
<b>ELLSWORTH, KARA</b> 1727 Columbia Street Eugene, Oregon 97403	H: 541-912-2362	1/2016		1/2019
<b>THOMPSON, Jennifer</b> 917 V Street Springfield, Oregon 97477  <a href="mailto:Jenn.thompson359@gmail.com">Jenn.thompson359@gmail.com</a>	C: 541.514.0772	2/2016		2/2019
<b>RIFENBURG, Kathryn</b> 965 Lewis Avenue #5 Eugene, Oregon 97401 <a href="mailto:krigenburg@gmail.com">krigenburg@gmail.com</a>	C: 404-295-6706	4/2016		4/2019

FIRST AMENDMENT TO CITY OF SPRINGFIELD  
MANAGEMENT AGREEMENT BETWEEN  
THE CITY OF SPRINGFIELD  
AND  
SPRINGFIELD MUSEUM  
Contract #1405

July 1, 2015

Parties:

The City of Springfield  
225 Fifth Street  
Springfield, OR 97477

“City”

And

Springfield Museum  
590 Main Street  
Springfield, Oregon 97477

“Manager”

The Parties hereby agree that the Management Agreement dated July 1, 2015 between the City of Springfield (City) and Springfield Museum (Manager) included herein as Attachment 1, is hereby amended for the first time as follows:

- A. This Agreement shall take effect on July 1, 2015. The Agreement may be amended annually, to extend the term stated herein, upon mutual agreement of the parties unless either party provides the other party with notice of intent to terminate this Agreement not less than sixty days prior to July 1 of each year.

Except as amended herein, all other terms and conditions of the Management Agreement between Parties dated July 1, 2015 will remain in full force and effect.

CITY OF SPRINGFIELD

Name: [Signature]

Title: City Manager

Date: 6/10/15

MANAGER

Name: [Signature] BENJAMIN JOHNSON

Title: EXECUTIVE DIRECTOR

Date: 6/2/15

Reviewed by City Contract Officer  
[Signature] 6.2.15

REVIEWED & APPROVED  
AS TO FORM  
[Signature]  
DATE: 6/3/15  
OFFICE OF CITY ATTORNEY

**ATTACHMENT 1**

**CITY OF SPRINGFIELD/SPRINGFIELD MUSEUM  
Contract #1405**

**MANAGEMENT AGREEMENT**

**July 1, 2014**

**PARTIES:**

Springfield Museum,  
hereinafter "Manager"

An Oregon non-profit corporation administered by a volunteer Board of Directors organized for charitable, educational, social, and archival purposes including, but not limited to, the support of the facility known as the Springfield Museum

City of Springfield,  
hereinafter "City"

A municipal corporation of the State of Oregon which is the owner of the building known as the Springfield Museum and the Permanent Collection of historic artifacts, documents, oral histories, photographs, and other donated items

**RECITALS:**

- A. City is the owner of a facility known as the Museum and a permanent collection of historic artifacts, documents, oral histories and photographs. The collection of historic artifacts, documents, oral histories and photographs is housed at the Museum and other appropriate sites by City.
- B. Manager is a non-profit corporation engaged in cultural, educational, social, archival and charitable pursuits, and has experience and skill in the area of museum management.
- C. City desires to provide a forum for our community's historical and contemporary culture by providing a Museum for the citizens of Springfield and visitors to the area.
- D. Manager desires to assist City in providing such forum and maintaining and cultivating the permanent collection of artifacts, documents, oral histories and photographs.
- E. Manager desires to encourage and sponsor exhibits, exhibitions and displays including both permanent collection and other private artifacts, documents oral histories and photographs as well as other events related to the history of Springfield.
- F. Manager wishes to provide and maintain an incidental gift shop and gallery at the Museum at which items may be sold and the revenues derived therefrom be applied by Manager solely for the purpose for supporting the museum.
- G. The Parties wish to provide for the management of the Museum and the maintenance and cultivation of the permanent collection and other private artifacts, document, oral histories and photographs by the Manager.
- H. The Parties wish to provide for the maintenance and protection of the Historic Springfield Interpretative Center at the Museum.

## ATTACHMENT 1

NOW THEREFORE, based on the forgoing Recitals, the Parties agree as follows:

### Section 1. Term.

- A. This Agreement shall take effect on July 1, 2014. The Agreement may be amended annually, to extend the term stated herein, upon mutual agreement of the parties unless either party provides the other party with notice of intent to terminate this Agreement not less than sixty days prior to July 1 of each year. In negotiating any extension CITY shall consider the requirements of SMC Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Council.

### Section 2. Ownership of Collection, Facility and Improvements.

- A. The Museum is the property of the City and any permanent improvements to the Museum shall inure to the benefit of the City. The Manager is not a tenant of the City and does not by this Agreement acquire any right to occupancy or possession of the Museum, except as may be required to perform its duties under this Agreement.
- B. All donations of artifacts, documents, oral histories and photographs accessioned into the Permanent Collection are property of the City. The Manager does not by this Agreement acquire any right to the Permanent Collection of historic artifacts, documents, oral histories and photographs or any other donated items.
- C. The Permanent Collection accession policy and procedure is described in **Exhibit B**.
- D. Future donations to the City, Museum or Manager meeting the criteria for accession to the Permanent Collection shall be the property of City. **Except for Fund Raising Activities described in Section 6**, Manager shall accept no donations for Manager.

### Section 3. City Responsibilities.

- A. City shall provide for the storage of the Permanent Collection and those items awaiting a determination with respect to accession. Current storage includes one offsite unit. Manager will be allowed access to the unit at any time. The City will cover all costs for the storage.
- B. City will provide four parking passes for use of the Manager's volunteers.
- C. The Manager will be provided four keys to the Museum to provide administration services. City security personnel will continue to secure the building each evening and open and close the building on Saturdays.
- D. The City will continue the maintenance schedule currently in place including exterior window washing.
- E. The City will continue to host the Manager's Museum website on its server.
- F. The City will provide the Manager the telephones currently in the Museum and the City's telephone system for local dial tone. Manager shall reimburse City for all long distance calling. City will submit an annual statement to manager which shall be promptly paid.

## **ATTACHMENT 1**

### **Section 4. The Manager.**

- A. Manager shall operate the Museum for the purposes described in the Recitals. Except as specified in subsections 4B and 4C below Manager shall have the discretion to determine the nature and type of exhibitions and the exhibition schedule. Manager shall use its best efforts to keep the Facility open to the public not less than two hundred forty days per year.
- B. Manager shall sponsor no less than eight exhibits per year in "The Kathleen Jensen Gallery."
- C. Manager shall protect the community's investment in the Permanent Exhibit, Historic Springfield Interpretive Center, by reserving the space solely for this purpose and for no other use.
- D. Manager shall provide for the care of the Permanent Collection. Manager may engage in conservation and restoration of items in the Permanent Collection.
- E. Manager will protect the Permanent Collection and provide for its accessibility to the citizens of Springfield.
- F. Manager shall maintain the completed Inventory Catalog of the City's Permanent Collection.
- G. Manager shall provide an education program for Springfield youth.
- H. Manager shall continue to make the Permanent Collection resources available to the community.
- I. Manager shall be actively involved in the community.
- J. Manager shall furnish necessary personnel to provide the services set forth in this Agreement and shall be solely responsible for wages, benefits, worker's compensation insurance, unemployment insurance, and all other Costs associated with Manager's employees or volunteers.

### **Section 5. Required Reports.**

- A. Manager shall provide City Council with an annual report of the cataloging and inventory requirement specified in section 4F not later than June 30<sup>th</sup> of each year.
- B. Manager shall provide City Council with an annual report on the condition of the permanent collection and accessions to the permanent collection and accessions to the permanent collection through gifts, purchase, grants or otherwise not later than June 30<sup>th</sup> of each year.
- C. Manager shall report to the City Council on the activities of the Manager in the management of the Museum on or before December 31 each year. Manager shall report such other times upon request by the City and shall provide such written reports as may be requested or required by the City. All records maintained by the Manager relating to its duties as defined herein are public records and available for inspection by the City.
- D. Manager shall prepare and submit to the City a financial report each six months, on September 15<sup>th</sup> and March 15<sup>th</sup> of each year, that identifies all income by source and expenses by category for the previous six months.

## ATTACHMENT 1

- E. City and the Manager shall jointly prepare a prioritize list not later than June 30 of each year of major projects for maintenance, repair and restoration of the Museum.
- F. The Manager shall obtain a Liquor License through O.L.C.C. (Oregon Liquor Control Commission) and the City's Business License Program for every event that alcohol will be served.

### Section 6. Fund Raising Activities.

- A. Manager may engage in fund raising activities at the Facility and shall be allowed to retain any income generated from such activities. Manager specifically agrees that any such fund raising activities are at the Manager's sole and exclusive risk.
- B. The Manager will maintain 501(C) 3 status.
- C. The Manager may, at its sole and exclusive risk, operate an incidental gift shop and gallery at the Museum, subject to all other terms and conditions of this Agreement. Any costs of operation shall be the exclusive responsibility of the Manager and any revenues derived therefrom be applied by Manager solely for the purpose for supporting the museum.
- D. Fundraising Activities. As specified in subsections 6A and 6C, any income or profit from the activities specified in section 6 shall be used for the management of the Museum and the maintenance and cultivation of the Permanent Collection.

### Section 7. Compensation.

In consideration for providing the services as set forth in the Agreement, the City agrees to pay the Manager a management fee of \$45,000.00. Payment of these funds will be in two payments and disbursed on July 15 and January 15 of each year. This will also be the disbursement schedule for any future funds which may be agreed upon by both parties. On or before March 1 of each year, the parties shall meet and review the management fee and set an amount for the next fiscal year. The amount shall be submitted to the Development and Public Works Director for consideration by the City Manager as part of the City Manager's proposed annual budget. Manager's request shall be subject to the City's budgeting process, as provided by Oregon budget law. The total amount of compensation for Fiscal Year 2015 is \$45,000.

### Section 8. Insurance.

- A. **Liability Insurance.** Manager shall provide commercial general liability insurance with limits of not less than \$2,000,000.00 per occurrence and \$3,000,000 in aggregate. 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 Manger's or the fault of the Managers agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Commercial general liability will include a non-owned auto component.
- B. **Physical Damage.** Manager shall provide an all risk of loss contents or inland marine policy covering damage or loss to Non-Permanent exhibit items owned or loaned to City or Manager, contents of the Gift Shop and also specifically the Kathleen Jensen Gallery. Coverage would also extend to ANY exhibit item stored offsite or on temporary exhibit.

## ATTACHMENT 1

- C. **Workers' Compensation.** Manager shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the City.
- D. **Evidence of Insurance.** Manager shall provide evidence of the required coverage's issued by a company satisfactory to the City which shall be provided to the City by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. In the event of such notice or material change it is the Independent Contractor's obligation to provide the 30 day notice if not done so by the Independent Contractor's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.
- E. **City Insurance.** The City will carry its normal liability coverage to cover the City's liability arising out of the City ownership, operation, maintenance or use of the Museum. The City will also cover damage or loss to the building and to fixtures and Permanent Exhibit items except when they are off site and/or being exhibited by Manager.

### Section 9. Waiver of Subrogation.

Neither party, nor its officers, directors, employees, agents or invitees shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, when such loss is caused by any of the perils which are or could be insured against under a standard policy of full replacement cost insurance for fire, theft and all risk coverage, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees. This clause shall not apply, however in the event that if, by reason of the foregoing waiver, either party shall be unable to obtain any such insurance. Such waiver shall be deemed not to have been made by such insurance without the payment of an additional premium therefore, then, unless the party claiming the benefit of such waiver shall agree to pay such party for the cost such additional premium within THIRTY (30) days after notice setting forth such requirement and the amount for the additional premium, such waiver shall be of no force and effect between such party and such claiming party. Each party shall use reasonable efforts to obtain such insurance from a company that does not charge an additional premium or, if that is not possible, one that charges the lowest additional premium. Each party shall give the other party notice at any time when it is unable to obtain insurance with such a waiver of subrogation without the payment of an additional premium and the foregoing waiver shall be effective until THIRTY (30) days after notice is given. Each party represents that its current insurance policy allow such waiver.

### Section 10. Utilities.

The City shall pay all utility costs for operation of the Facility. The City shall provide custodial service.

### Section 11. Maintenance, Repairs and Alterations.

- A. The City shall provide all routine building maintenance and any structural repairs which may be needed to maintain the integrity of the Facility. Manager shall promptly notify the City of any maintenance needs or problems. The City will respond in a timely manner to requests from Manager for repair and maintenance. The City will notify Manager before any non-emergency major repairs or alterations will be made to the Facility.
- B. The Manager or City may apply for grants to improve the Facility. The parties recognize that the City has an interest in seeing improvements made which are appropriate to the

## ATTACHMENT 1

functioning of the Facility as a museum, and that the City may be able to assist the Manager in obtaining grants to make such improvements. To this end, the Manager agrees that prior to the making grant applications for improvements to the Facility, the Manager will notify the City of its planned application, and the City will cooperate with the Manager in preparing and/or submitting grants for such improvements to the Facility deemed appropriate by the City. Plans for improvements shall be submitted to the City for review and approval prior to construction. Nothing in this subsection shall be deemed to grant the Manager a property interest in the Facility, and any improvements constructed shall be the sole property of the City.

- C. Nothing herein shall be construed as any waiver by the City if any city, state and federal regulations or laws including but not limited to land use, development and building requirements.

### **Section 12. Tax Liability.**

The Manager shall refrain from any activity or use of the Facility which would subject the Facility, or any portion thereof, to ad valorem real property taxes. If any such tax is assessed by any taxing authority, the Manager may contest the assessment of such taxes, and shall indemnify, defend, and hold the City harmless for any amount assessed thereof, together with any interest or costs connected thereto; in no event, shall the Manager permit any ad valorem taxes to become a lien against the Facility.

### **Section 13. Assignment.**

The Manager shall not assign, transfer or attempt to assign or transfer, nor permit any involuntary assignment or transfer of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the City. Such consent is entirely at City's discretion. Any such assignment, transfer, or attempt to assign or transfer, whether involuntary or voluntary, without the proper written consent shall render this Agreement automatically null and void.

### **Section 14. Independent Contractor Status.**

The Manager shall perform the work required under this Agreement as an independent contractor. Although the City reserves the right to evaluate the quality of the Manager's performance, the City cannot and will not control the means or manner of the Manager's performance. The Manager is responsible for determining the appropriate means and manner of performing the work. The Manager represents and warrants that it is not an officer, employee, or agent of the City of Springfield and meets the specific independent contractor standards of ORS 670.600.

### **Section 15. Compliance with Applicable Law.**

Manager shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including without limitation, and provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The Manager shall also comply with the applicable requirements of Exhibit A attached hereto and incorporated herein by reference.

### **Section 16. Indemnity.**

## ATTACHMENT 1

Manager shall defend, save, hold harmless and indemnify the City, its officers, employees, and agents from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Manager, its officers, employees, subcontractors, or agents under this Agreement. Subject to Oregon Law, including the Oregon Constitution and the Oregon Revised Statutes including specifically but not limited to the Oregon Tort Claim Act ORS 30.260 through 30.295, City shall defend, save, hold harmless and indemnify the Manager, its officers, employees, and agents from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the City, its officers, and employees under this Agreement.

### Section 17. Severability.

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

### Section 18. Termination; Default.

- A. This Agreement may be terminated at any time by written mutual consent of the parties.
- B. In addition, this Agreement may be terminated by the City by not less than six months written notice to the Manager specifying the termination date. This right to terminate shall be exercised in good faith, for any reasonably cause, including but not limited to: building, maintenance and costs associated therewith, insufficient funding resources, new or modified federal or state laws, regulations, or guidelines, denial, revocation or other loss or invalidation of any license or certificate required to be held by the Managers inability to perform or completed the obligations set forth in this Agreement.
- C. Either party by delivering written notice of default may immediately terminate this Agreement, in whole or in part, if the other party fails to perform the obligation set forth in this Agreement within the times specified or allowed under this Agreement, or fails to perform any of the provisions of this Agreement. After receipt of written notice of such failure from the other party, that party shall have sixty (60) days or such other period as the parties may agree to remedy the default.
- D. The rights and remedies of the parties are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### Section 19. Merger.

This contract constitutes the entire agreement between the parties. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument. Any such waiver, alteration, modification, supplementation or amendment, if made, shall be effective only in the specific purpose given, and shall be valid and binding only if it is signed by all parties to this Agreement. The failure of the parties to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision. There are no understandings, agreements or representations, oral or written, regarding this Agreement except as specified in this Agreement.

**ATTACHMENT 1**

**Section 20. Liaison.**

The City's Liaison is:

The Manager's Representative is:

Assistant City Manager  
Name

Benjamin Johnson  
Name

Or his/her designee  
Title

Executive Director  
Title

541-726-3700  
Telephone No.

541-726-3677  
Telephone No.

**Section 21. "Springfield Museum" Name.**

In the event Manager's non-profit corporation status or this Agreement is terminated by Manager, Manager shall assign to the city of Springfield all of its right to and interest in and to the name "Springfield Museum".

**Section 22. Manager's Acknowledgement.**

Manager hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Manager further represents that this Agreement has been approved and authorized by Manager for execution at a meeting of its Board of Directors.

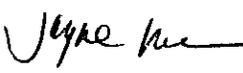
IN WITNESS WHEREOF. The parties have caused this Agreement to be executed;

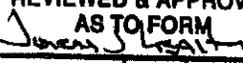
  
Springfield Museum

2/18/15  
Date

  
City of Springfield

3-3-15  
Date

 2.18.15

REVIEWED & APPROVED  
AS TO FORM  
  
DATE 2/19/15  
OFFICE OF CITY ATTORNEY

# ATTACHMENT 1

## EXHIBIT A

### City of Springfield Public Contractors Conformance with Oregon Public Contractors Laws

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

- 1) Make payments promptly, as due, to allow 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, co-partnership, 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(2).
- 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 in 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 in 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).

## ATTACHMENT 1

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 contractor 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 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; 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(1).

- 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 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

## ATTACHMENT 1

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 249C.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, co-partnership, 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 employees 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).

**ATTACHMENT 1**

**Exhibit B**

**SPRINGFIELD MUSEUM  
550 Main Street  
Springfield, Oregon 97477  
(541)726-2300**

**RECEIPT FOR POTENTIAL DONATION TO CITY OF SPRINGFIELD**

Please fill out this form completely.

Description of Items:

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**NOTE:** These items are left for examination only. Museum policy requires review by Springfield Museum staff before any items are accepted into the collection or for the archive.

**Unwanted items are to be: (check one)**

- Returned to owner  
 With another Museum, Library, or Archive (if possible)  
 Discarded

**Left at Springfield Museum by:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Received by:** \_\_\_\_\_  
(On behalf of Springfield Museum)

## **ATTACHMENT 1**

**Please retain original copy which potential donation and send duplicate with owner.**

### **SPRINGFIELD MUSEUM CITY OF SPRINGFIELD COLLECTION POLICY (abridged)**

The Springfield Museum is a private, non-profit, educational institution incorporated by the State of Oregon. The Springfield Museum's primary purposes are to obtain, preserve, conserve where necessary, and exhibit items owned by the City of Springfield pertaining to the history and culture of Springfield, Oregon and its surrounding areas, together with the Springfield Museum building in which to house such items.

Donors to the City of Springfield's collection, administered by the Springfield Museum, should be aware that:

- Objects donated become the sole, unrestricted, property of the City.
- Because of limited gallery and storage space, conservation considerations, and policy of rotating exhibits any or all items in one gift may not be necessarily exhibited or stored together.
- Where applicable, and when in possession of the donor, all copyrights, literary rights, property rights, and legal titles are given to the City of Springfield.
- No Springfield Museum employee or volunteer may appraise or offer value judgment, either privately or professionally on incoming donations. Appraisal of a gift to the City for tax purposes is the responsibility of the donor since it is the donor who benefits from the tax deduction.
- The Springfield Museum/City of Springfield cannot predict nor given changing attitudes of future generations and the City reserves the right to use or dispose of all resources or artifacts donated or purchases as it deems most appropriate.
- A complete copy of the Springfield Museum Collection Policy is available upon request.

**ATTACHMENT 1**

**Exhibit C**

**SPRINGFIELD MUSEUM  
550 Main Street  
Springfield, OR 97477  
(541) 726-2300**

Accession # \_\_\_\_\_  
Category # \_\_\_\_\_

**RECEIPT FOR DONATION TO THE CITY OF SPRINGFIELD**

Description of Object(s):

History or Provenance of Object(s):

Condition at time of transfer:

I, \_\_\_\_\_ agree that the object(s) described above are given to the City of Springfield as an unrestricted gift, offered without limiting conditions to be used in the best interests of the City, as detailed on the reverse side of this form. I also affirm that I do own said object(s) and that to the best of my knowledge I have good and complete right, title, and interests (including all transferred copyright, trademark and related interests) to give.

\_\_\_\_\_  
(Signature of Donor) Date: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

The Springfield Museum hereby acknowledges receipt of the gift on behalf of the City of Springfield as described above.

\_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT 1

(Springfield Museum Representative)

### **SPRINGFIELD MUSEUM CITY OF SPRINGFIELD COLLECTION POLICY (abridged)**

The Springfield Museum is a private, non-profit, educational institution incorporated by the State of Oregon. The Springfield Museum's primary purposes are to obtain, preserve, conserve where necessary, and exhibit items owned by the City of Springfield pertaining to the history and culture of Springfield, Oregon and its surrounding areas, together with the Springfield Museum building in which to house such items.

Donors to the City of Springfield's collection, administered by the Springfield Museum, should be aware that:

- Objects donated become the sole, unrestricted, property of the City.
- Because of limited gallery and storage space, conservation considerations, and policy of rotating exhibits, any or all items in one gift may not be necessarily exhibited or stored together.
- Where applicable, and when in possession of the Donor, all copyrights, literary rights, property rights, and legal titles are given to the City of Springfield.
- No Springfield Museum employee or volunteer may appraise or offer value judgment, either privately or professionally on incoming donations. Appraisal of a gift to City for tax purposes is the responsibility of the donor since it is the donor who benefits from the tax deduction.
- The Springfield Museum/City of Springfield cannot predict nor govern changing attitudes of future generations and the City reserves the right to use or dispose of all resources or artifacts donated or purchased as it deems most appropriate.
- A complete copy of the Springfield Museum Collection Policy is available upon request.

**ATTACHMENT 1**

**Exhibit D**

**SPRINGFIELD MUSEUM  
550 Main Street  
Springfield, Oregon 97477  
(541)726-2300**

**PERMISSION TO REPRODUCE PHOTOGRAPHS OF MATERIAL FROM THE  
COLLECTIONS OF THE CITY OF SPRINGFIELD**

The Springfield Museum hereby grants to:

Permission for a single publication or reproduction of the following item(s) from the City of Springfield:

This permission conveys world rights for use in a single edition of a book, periodical issue, film or video production, or other mass medium; it is conditionally granted, contingent upon receipt by the Museum of full payment for the stipulated reproduction fee of \$ \_\_\_\_\_, and with the understanding that this illustration is to be used for:

The Museum also requires a credit line as follows,

**“Courtesy of the Springfield Museum, City of Springfield Collection, Springfield, Oregon. Photo # \_\_\_\_\_ - \_\_\_\_\_, (photographer’s name, if known)”**

Permission for use beyond that stipulated above must be obtained in writing, and any use fees in addition to the above must be paid in full prior to use.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Springfield Museum Executive Director**

ATTACHMENT 1

Exhibit E  
SPRINGFIELD MUSEUM  
550 Main Street  
Springfield, Oregon 97477  
(541)726-2300



INCOMING LOAN AGREEMENT

Date: \_\_\_\_\_

I (we) do hereby declare that I am (we are) the lawful owner(s) of the below described property and/or have the legal authority to make this loan. I (we) have read the conditions listed on the reverse of this agreement and I (we) accept them.

Lender's Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

e-mail: \_\_\_\_\_

The items described below are received by the Springfield Museum as a Loan.

For the purpose of: \_\_\_\_\_  
(Either for the purpose of exhibition only or exhibition and sale.)

For the period between: \_\_\_\_\_ and \_\_\_\_\_

Springfield Museum gallery fee is 20%.

TITLE	CONDITION	INSURANCE VALUE
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Check here for attached inventory list.

Received by: \_\_\_\_\_ for the Museum.

Date: \_\_\_\_\_

Item returned on date: \_\_\_\_\_

Received by (Lender's Signature): \_\_\_\_\_

## ATTACHMENT 1

### The lender agrees to the following conditions of the loan:

1. Items to the Springfield Museum shall remain in its possession for the duration of the exhibit. **There will be no exceptions.**
2. Under the terms of this agreement the Springfield Museum will exercise the same care in respect to loaned property as it will in the safekeeping of its own property.
3. Unless notified in writing to the contrary, the Springfield Museum may photograph, sketch, or otherwise reproduce the loaned items only for purposes of record keeping, education, or publicity and not for purposes of securing financial remuneration from the sale of such photographs, sketches, or reproductions.
4. Unless the Springfield Museum agrees to provide transportation for the loaned items to and/or from the Museum it will not be responsible for moving the items.
5. The Museum accepts responsibility for damage to loaned items from the time of physical receipt of the items to the time of physical transfer from the Museum to the owner, the owner's representative, or a shipping company. Exceptions follow:
  - a. The Museum will not be liable for damage to items that arrive damaged or have been damaged and repaired prior to delivery to the Museum.
  - b. Items deemed too fragile for display, or which the gallery is physically unable to accommodate will be returned to the owner during the installation period.
  - c. Owners of pieces loaned to the Museum shall hold the City harmless from any and all damages and liabilities incurred through owner's or owner's agent's handling of pieces.
6. All items on display at the Springfield Museum will be insured at the value listed on the loan agreement. Under no circumstances shall the Museum's financial responsibility for an item exceed the amount shown on the loan agreement. Values listed for insurance purposes must not exceed current market value for comparable work in the same condition.
7. The Museum reserves the right to refuse to display any item or items deemed inappropriate for exhibit.

**ATTACHMENT 1**

**Exhibit F**

**SPRINGFIELD MUSEUM  
550 Main Street  
Springfield, Oregon 97477  
(541)726-2300**

**OUTGOING LOAN AGREEMENT**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

If an organization, name and title of responsible person:

Name: \_\_\_\_\_, Title: \_\_\_\_\_

Date of Loan, from: \_\_\_\_\_ to: \_\_\_\_\_

Purpose of Loan: \_\_\_\_\_

\_\_\_\_\_

Location during Loan: \_\_\_\_\_

\_\_\_\_\_

Total Value of Loan: \_\_\_\_\_ How valued? \_\_\_\_\_

Who transports Loan? \_\_\_\_\_ How? \_\_\_\_\_

Is a third party involved? \_\_\_\_\_

Items to be loaned: (Accession No., Description, Condition, and Value)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Return Date: \_\_\_\_\_

Springfield Museum Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Museum Director/Board President: \_\_\_\_\_ Date: \_\_\_\_\_

Recipient of Loan: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 1**

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 4/11/2016  
**Meeting Type:** Work Session  
**Staff Contact/Dept.:** Kristina Kraaz/City Attorney's Office  
**Staff Phone No:** 541.746.9621  
**Estimated Time:** 20 minutes  
**Council Goals:** Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** PROPOSED CHANGES TO SPRINGFIELD MUNICIPAL CODE 7.330 AND 7.332.

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**ACTION REQUESTED:** Discuss and provide feedback regarding the proposed ordinance amending the public passenger vehicle business license requirements in the Springfield Municipal Code to include licensing requirements for transportation network companies like Lyft and Uber. Update the Council on the status of City of Eugene public passenger vehicle regulations.

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**ISSUE STATEMENT:** Amend SMC 7.330 and SMC 7.332 to reflect changes made in the identical Eugene Code provisions, EC 3.005 and EC 3.345, to allow transportation network providers like Lyft and Uber to operate within the City and subject these services to the public passenger vehicle company license requirements.

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**ATTACHMENTS:**

1. Council Briefing Memo
2. Proposed Ordinance amending SMC 7.330 and SMC 7.332
3. Summary of City of Eugene Proposed Public Passenger Vehicle Rules
4. City of Eugene Stakeholder Feedback 2015
5. City of Eugene Stakeholder Feedback through March 28, 2016
6. Uber and Lyft Insurance Coverage Informational Diagrams

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**DISCUSSION/  
FINANCIAL  
IMPACT** The City of Eugene administers and enforces the business license requirements for public passenger vehicles for both Eugene and Springfield. Eugene recently updated their code and license regulations to allow for transportation network companies (TNCs) to operate in the area. For those operators to be able to conduct business in Springfield with the license issued by Eugene, the City Council needs to co-adopt the code amendments. There is no cost to Springfield for Eugene to provide this service, nor does Springfield receive any license revenue.

Adopting the proposed code amendment will have no financial impact to the City. From the operator perspective, it is more cost effective to obtain one license and follow one set of standards in order to operate in both cities.

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**MEMORANDUM****City of Springfield**

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**Date:** April 4, 2016

**To:** Gino Grimaldi **COUNCIL**

**From:** Kristina Schmunk Kraaz, Assistant City Attorney **BRIEFING**  
Anette Spickard, Director DPW **MEMORANDUM**

**Subject:** Follow-up on Proposed Unlawful Transfer Ordinance

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**ISSUE AND BACKGROUND:**

Currently, the City of Eugene administers public passenger vehicle (PPV) company licenses for both Eugene and Springfield. In February 2015, the City of Eugene updated the Eugene Code sections 3.005 and 3.345 to add transportation network companies (TNCs), such as Uber and Lyft, and TNC drivers to their PPV license and permit requirements. Prior to the code amendment by Eugene, TNC's could not legally operate within Eugene without complying with the regulations originally intended for taxis. Currently, TNCs cannot legally operate within Springfield without meeting the stricter taxi requirements because the Springfield Municipal Code has not been amended. The proposed ordinance updates the Springfield Municipal Code provisions on public passenger vehicles to again be consistent with the Eugene Code and to allow TNC's to operate within the City of Springfield.

The Eugene Code amendments merely add the definitions for TNCs and set up basic background for regulating TNCs and TNC drivers. The City of Eugene adopts and implements its specific PPV regulations by administrative rule. Eugene introduced proposed administrative rules for TNCs in December 2015 and released revised rules in March 2016. As part of their code update and rulemaking process, the City of Eugene reached out to stakeholders for feedback. Eugene has incorporated that feedback into the code changes and its proposed rules, and will consider feedback received in March from the general public before adopting the final PPV rules at the end of April. The proposed rules and feedback received by Eugene are attached. The following information is intended to provide a summary of the proposed rules and the feedback received from stakeholders and the public. An overview of the proposed rules prepared by the City of Eugene is also attached.

Individual Driver Permit Requirements/Safety Requirements

The proposed ordinance and Eugene's proposed rules require annual permits for individual drivers of all public passenger vehicles. Uber (through Rasier) provided feedback that individual permitting is not necessary, but did not provide any specific information regarding why or how it is unnecessary. Several jurisdictions where Uber and Lyft operate require individual driver permits, including Austin, Texas; Kansas City, Missouri; and Orlando, Florida. Other jurisdictions, including Portland, Oregon, do not require individual driver permits.

Under Eugene's proposed rules, the Eugene Police Department would conduct background checks on all drivers. According to their websites, TNCs like Uber and Lyft require background checks on their drivers before allowing them to work for the TNC. However, several TNCs including Uber and Lyft have recently settled lawsuits over the rigor of their background checks. Prosecutors in LA recently claimed in a suit against Uber that the company had registered drivers who were on the sex offender registry, had felony convictions, and had recent misdemeanor DUII convictions, which the prosecutor claimed should have shown up in a thorough criminal background search.

Annual vehicle maintenance reports must be submitted with the annual permit application and vehicles driven must not be older than ten years old; both of those requirements were at Uber's recommendation.

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Uber (through Rasier) has objected to the requirements that all PPVs carry fire extinguishers accessible to the driver and to the requirements that PPVs have interior signage showing the license and permit information and that TNCs display company signage on both sides of the vehicle. The exterior marking requirements for TNCs are allowed to be removable, including window stickers or magnets.

### Insurance Requirements

Under Eugene's proposed rules, the insurance requirements for both traditional taxis and TNC vehicles are imposed on the companies, not the drivers themselves. The coverage must apply whenever drivers are accepting passengers, driving passengers, or driving away from dropping off passengers. Both traditional PPVs and TNC's must have \$2,000,000 in commercial general liability insurance and \$1,000,000 in commercial automobile insurance under Eugene's proposed rules.

The City of Eugene has twice received feedback from Uber's subsidiary corporation, Rasier, that the insurance requirements imposed by the regulations are in excess of the industry standard for rideshare services. Currently, Uber insures its drivers for \$1,000,000 with commercial general liability insurance and provides commercial automobile insurance to the amount of \$1,000,000 when the driver is transporting a passenger. Currently, Uber drivers are covered for injuries or damage while transporting a passenger, but coverage is limited when a driver is merely waiting for a passenger. Lyft's insurance coverage appears to be similar. On their websites, both Uber and Lyft state that they provide additional coverage when required by state or local law. Infographics provided by Uber and Lyft explaining their insurance policies and coverage are attached.

Feedback received from Oregon Taxi expressed the view that all vehicles-for-hire should be insured with sufficient commercial automobile insurance while on the road, and requirements should not be dependent on whether a driver is available for rides or driving away from dropping off a passenger, due to the imprecision and ambiguity in those terms.

Commercial insurance requirements are considered important for vehicles-for-hire because personal auto insurance policies rarely cover the use of vehicles for commercial purposes, including working as a TNC driver. Some drivers have had their personal policies canceled when they try to submit a claim for liability or damage that occurred while working for a TNC.

For reference, the City of Portland requires \$2,000,000 in general liability coverage while the app is on. Commercial automobile insurance in the amount of \$1,000,000 is required when transporting passengers; lower limits apply when not transporting passengers (\$50,000 per person death and injury, \$100,000 per incident death and injury, and \$25,000 property damage).

### Employee Working Conditions/Independent Contractor Status

Several comments that the City of Eugene received were with regard to working conditions or labor relations between taxi drivers/TNC drivers and their respective companies. The PPV regulations do not directly affect and are not intended to affect employee/labor relations between drivers and their companies. Workers, the public, and TNCs have apparently advocated to the City of Eugene to implement regulations that would buffer their respective labor positions, but the proposed regulations and code amendments take a neutral stance; they consider all drivers for TNCs to be "employees" merely for the purpose of interpreting the PPV code and regulations; the definition of "employee" includes independent contractors.

### ADA Accessibility Concerns

The City of Eugene received public comment regarding ADA accessible vehicles, advocating for more favorable rules for accessible taxis and TNC vehicles. Currently, the proposed rules allow any ADA accessible vehicle to be exempt from the vehicle age requirements.

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**COUNCIL GOALS/MANDATE:**

Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality;  
Strengthen Public Safety by Leveraging Partnerships and Resources

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**RECOMMENDED ACTION:**

Provide direction on the proposed Ordinance. If Council decides to move forward on this Ordinance, a first reading will be scheduled for a future session.

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**ORDINANCE No. \_\_\_\_\_ (General)**

**AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE SECTIONS 7.330 AND 7.332 REGARDING PUBLIC PASSENGER VEHICLE SERVICES**

The City Council of the City of Springfield finds that:

WHEREAS, the City of Eugene administers public passenger vehicle company licenses and public passenger vehicle permits on behalf of the City of Springfield;

WHEREAS, transportation network companies, such as Uber and Lyft, are a new industry and the city seeks to develop reasonable regulations that protect public safety;

WHEREAS, transportation network companies have been operating in the city's jurisdiction; and

WHEREAS, the City of Eugene has amended the Eugene Code to allow transportation network companies in Eugene to use smart-phone applications to calculate and charge fares under a public passenger vehicle company license and the City of Springfield has determined that it is in the best interest of the citizens of this city to make similar amendments to the Springfield Municipal Code;

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

**Section 1.** Subsection 7.330 of the Springfield Municipal Code is hereby amended to read as follows:

"7.330 Definitions.

Accessible Vehicle. Any public passenger vehicle for hire that is constructed and equipped to meet ADA standards for the nonemergency transportation of persons in wheelchairs, persons using other mobility aids, or with other mobility impairments.

ADA. Americans with Disabilities Act.

Business. Any business, institution, association, occupation, and calling of every kind.

Charter Vehicle. A motorized vehicle originating from the Eugene/Springfield metropolitan area, marked with the company's business name, operated for hire to transport a group of seven or more persons with the fare based on a group rate rather than an individual basis.

Club Car Service. Vehicular passenger transportation service provided by a business to club members or by a residence home to its residents.

Courtesy Car Service. Vehicular passenger transportation service provided by a business to its clients or customers at no cost.

Employee. Any person employed for remuneration or under any contract of hire, written or oral, express or implied, including independent contractors. All persons who drive public passenger vehicles, including any person who has an ownership interest in the company,

shall be considered employees of the public passenger vehicle company for purposes of sections 7.330 to 7.332.

**Hailable Vehicle.** A vehicle-for-hire that can be immediately summoned by a passenger without the use of any dispatch.

**Manager.** Any person in charge of the operation or management of the public passenger vehicle company, any person who can direct or control the activities and scheduling of the company's employees, and any person who can hire or fire the company's employees.

**Motorized Vehicle.** A public passenger vehicle other than a horse-drawn carriage or a non-motorized bike cab.

**Operator.** Any person who is a principal in a public passenger vehicle company. A principal includes all owners, shareholders, partners, directors, officers and managers.

**Public Passenger Vehicle.** Any vehicle which is used for the transportation of passengers for hire, including, but not limited to, shuttles, horse-drawn carriages, non-motorized bike cabs, and taxicabs. However, the following shall not be considered public passenger vehicles for purposes of sections 7.330 to 7.332:

- (1) Vehicles, other than shuttles, operated pursuant to written authority by the city, state or federal governments, or political subdivision thereof;
- (2) Vehicles commonly known as rent-a-cars, that are rented to be driven by the renter or agent;
- (3) Courtesy car services;
- (4) Tour bus services;
- (5) First aid vehicle or medical transport vehicle; and
- (6) Limousines.

**Public Passenger Vehicle Company.** Any business which operates one or more public passenger vehicles, regardless of who owns the vehicle operated.

**Public Passenger Vehicle Driver.** An employee of a public passenger vehicle company that operates a vehicle-for-hire by transporting passengers for compensation.

**Shuttle.** A motorized vehicle for hire that transports passengers between predetermined destinations (e.g., motels, airport, downtown passenger station), at fixed rates on a fixed schedule.

**Taxicab.** A motorized vehicle that is operated for hire by the public passenger vehicle company, other than a shuttle, limousine, or charter.

**Taximeter.** A mechanical or electronic device which calculates and displays a fare.

**Tour Bus.** A motorized vehicle accepting individual passengers for a fare for sightseeing or guided tours, making occasional stops at certain points of interest and returning the passengers to their point of origin.

Transportation Network Company. A person or business that provides a digital or software application scheduling platform or service that enables a prospective passenger to connect to a vehicle-for-hire.

Transportation Network Driver. An employee of a transportation network company that operates a vehicle-for-hire by transporting passengers for compensation utilizing the Transportation Network Company's digital or software application scheduling platform or service.

Vehicle-for-Hire. A vehicle used for providing shared transport, which transports one or more passengers for a fee between locations of the passengers' choice, including, but not limited to, all public passenger vehicles.

Vehicle-for-Hire Company. All public passenger vehicle companies and all transportation network companies."

**Section 2.** Subsection 7.332 of the Springfield Municipal Code is hereby amended to read as follows:

"7.332 License and/or Permit Required.

(1) Licensure Requirements.

(a) No person or business may operate a public passenger vehicle or vehicle-for-hire company without a public passenger vehicle company license; however, an unlicensed vehicle-for-hire operating outside the jurisdictional limits of Eugene and Springfield may deliver a fare from outside those limits to a location within the limits, and if the vehicle waits for the person, retrieve the person for the return trip back outside the jurisdictional limits. No unlicensed public passenger vehicle company may solicit or accept any passenger within the city limits except as provided in this subsection.

(b) No person or business may connect, or attempt to connect, a prospective passenger to a vehicle-for-hire by providing a digital or software application scheduling platform or service without first obtaining a public passenger vehicle company license.

(c) Unless driving a vehicle-for-hire for a person or business that has obtained a public passenger vehicle company license, no person may drive a vehicle-for-hire without first obtaining a public passenger vehicle company license.

(d) No person or business required to obtain a public passenger vehicle company license may solicit or accept any passenger within the city limits except as provided in this subsection.

(2) No person or business required under subsection (1) of this section to obtain a public passenger vehicle company license may operate a motorized vehicle that lacks a public passenger vehicle permit.

(3) No person may drive a motorized vehicle-for-hire, and no vehicle-for-hire company may hire a person as a driver, either as an employee or an independent contractor, unless that person possesses a valid public passenger vehicle driver certification. Notwithstanding the foregoing, a person who has applied for such a certification may drive a taxicab if the

person has obtained from the city a temporary certification; such certification shall not be valid for more than 30 days, or until the city grants or denies the person's application for a public passenger vehicle driver certification, whichever is sooner.

(4) No public passenger vehicle company may locate any part of its operation in a residential zone unless expressly authorized by the city manager or designee pursuant to the **Springfield Municipal Code or the Eugene Code**.

(5) All **persons and businesses required to obtain a public passenger vehicle company license under subsection (1)** of this section shall provide the city manager or designee with written notice of the maximum rate to be charged passengers. No public passenger vehicle company shall change its maximum rate without first providing the city manager or designee with a minimum of 10 days advance written notice of the new rate. No public passenger vehicle company shall charge more than the rate on file with the city. Upon request, the city manager may exempt, by administrative order, a public passenger vehicle company from the provisions of this section if the public passenger vehicle company does not operate any taxicabs.

(6) The actual fare charged for each trip by a taxicab shall not exceed the higher of either:

(a) The meter calculated rate, including authorized and posted surcharges; or

(b) The minimum fare as posted on the interior and exterior of the vehicle.

(7) The city **manager or designee** shall adopt rules setting standards and establishing requirements for **vehicle-for-hire companies, vehicles-for-hire, public passenger vehicle drivers and transportation network drivers**; and the issuance of licenses for companies, permits for vehicles, and certifications and temporary certificates for drivers. Such rules shall be consistent with this code and be designed to ensure that the public safety is protected, the public needs are met, and the public convenience is promoted.

(8) In addition to requirements established by rule to obtain a license, each public passenger vehicle company must designate a registered agent who may be served with any process, notice or demand required or permitted by law to be served upon the company. The registered agent shall be an individual or business located in Eugene or Springfield, and must be available for service of legal process during all hours that the public passenger vehicle company is in operation.

(9) The term for a license issued hereunder shall commence on January 1st and expire on December 31st of the year issued. The license fee for applications received after January 1st shall be prorated on the basis of that term. An application for extension or renewal of an existing license must be submitted by November 1st, accompanied by the required license fee. Failure to submit the license fee with the extension or renewal application, or to pay the same before the end of the current license term may result in the licensee being required to submit a new application and pay an application fee. A licensee who submits an extension or renewal application after November 1st may be assessed a penalty fee of \$10.00 per day for each day between November 1st and the date the application is submitted."

**Section 2:** Except as specified herein, all other provisions of Springfield Municipal Code remain unchanged and in full force and effect.

**Section 3:** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held, for any reason, invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and individual provision and such holding shall not affect the validity of the remaining portion hereof.

**Section 4:** This Ordinance shall take effect 30 days after its adoption 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.

\_\_\_\_\_  
Christine Lundberg, Mayor

ATTEST:

\_\_\_\_\_  
Amy Sowa, City Recorder

## Overview of Proposed Updates to Public Passenger Vehicle (PPV) Rules

This document provides a one page overview as well as a more detailed description of the proposed updates to Eugene's administrative rules for vehicles for hire. The full text of the proposed rules is available online at [www.eugene-or.gov/ppv](http://www.eugene-or.gov/ppv). For information on how to provide feedback on the proposed rules visit [www.eugene-or.gov/ppv](http://www.eugene-or.gov/ppv). The updates to the proposed rules are based on several factors including:

- **Direction from the Eugene City Council.** In 2015, the Council updated City code to allow vehicles for hire in Eugene to use smart phone applications to calculate and charge fares. The Council also gave staff direction to update administrative rules to accommodate new transportation models while maintaining community safety standards such as driver background checks and insurance requirements.
- **Input from stakeholders.** Over several months, staff met with a number of key stakeholders including local taxi company representatives, representatives of transportation network companies (TNCs), and representatives from other local transportation agencies and jurisdictions.
- **Reviews of other communities.** Staff reviewed rules that have been used in other communities both within Oregon and in other states.
- **Previously identified needed changes.** A few changes were made to make the rules easier to understand or to remove parts that are no longer relevant.
- **Feedback on first draft.** The City collected informal feedback on a first draft of the rules in November 2015.

### Big Picture: What's new?

- **Addition of TNCs.** TNCs are included as a type of company that can be licensed to provide vehicles for hire.
- **Distinction between hailable vehicles and non-hailable vehicles.** Hailable vehicles, like taxis, can be hailed by passengers on the street. Non-hailable vehicles, like TNCs, require a smartphone app to prearrange a ride. This distinction allows for different requirements based on the intended use of vehicles – for example hailable vehicles need to have rates posted on the exterior of the vehicle so people hailing them from the street know what rates to expect; non-hailable/TNCs cannot solicit or accept street hails and must have their fares displayed on their smartphone app (see table on pages 3-4 for more information).
- **Simplified insurance requirement.** Previously, the required amount of insurance had been linked to an Oregon state statute. The updates have removed this link and set a standard rate for all insurance coverage for vehicles for hire.
- **Vehicle age requirement.** In order to help ensure the safety and good condition of vehicles used for public transportation, newly licensed vehicles must be less than 10 years old. Vehicles that are currently licensed can be grandfathered in.

### Big Picture: What's the same?

- **Airport permit.** Vehicles for hire must still apply for a specific airport permit in order to pick up passengers at the Eugene Airport
- **Vehicle safety inspections.** All vehicles must pass a safety inspection by the City of Eugene to ensure the vehicles are mechanically safe and have required safety equipment.
- **Driver Certification.** All drivers must be certified by the City, including a background check through the Eugene Police Department.

### Changes from First Draft Feedback

- **Frequency of mechanical inspection.** Mechanical inspections will be required annually, rather than every six months.
- **Top light requirement.** Only hailable vehicles added after April 1, 2016 must have a top light wired to illuminate when available for passengers and to turn off when not available.

## Detailed Description of Proposed Updates to PPV Rules

A more detailed summary on the proposed changes is outlined below.

### Definition Updates:

Added “Dispatch” - Any communication system that conveys passenger ride requests to a driver of a vehicle-for-hire.

Added “Hailable Vehicle” - A vehicle-for-hire that can be immediately summoned by a passenger without the use of any dispatch. (for example – a vehicle that can be hailed on the street)

Added “Public Passenger Vehicle Driver” - An employee of a public passenger vehicle company that operates a vehicle-for-hire by transporting passengers for compensation.

Added “Transportation Network Company” - A person or business that provides a digital or software application scheduling platform or service that enables a prospective passenger to connect to a vehicle-for-hire.

Added “Transportation Network Driver” - An employee of a transportation network company that operates a vehicle-for-hire by transporting passengers for compensation utilizing the Transportation Network Company’s digital or software application scheduling platform or service.

Added “Vehicle-for-Hire” - A vehicle used for providing shared transport, which transports one or more passengers for a fee between locations of the passengers’ choice, including, but not limited to, all public passenger vehicles.

Added “Vehicle-for-Hire Company” - All public passenger vehicle companies and all transportation network companies.

### Clarification on Information Needed for a PPV License Application

PPV license applications will include the following:

- Name, address, telephone, e-mail address (if available) of the applicant. If the applicant is a business entity, corporation, association or other organization, the names, addresses, telephone numbers and e-mail addresses (if available) of each partner, officer, director, member and principal stakeholder.
- Type of business;
- Business name;
- Registered agent;
- Maximum rate to be charged customers;
- Current rate to be charged customers;
- Type of dispatch system to be used;
- Description and amount of surcharges to be charged customers;
- Description and amount of discounts to be offered to customers;
- A completed personal history form for each principal of the business (includes address history, employment history and criminal history); and,
- If a hailable vehicle, the proposed color scheme.

### General Requirements

Vehicle-for-hire companies (which includes both PPVs and TNCs):

## Detailed Description of Proposed Updates to PPV Rules

- Have to respond to any request for service from a location within the Eugene-Springfield city limits unless the vehicle-for-hire is limited to a specific route
- Cannot respond to a request for service from the Eugene Airport unless it is authorized to do so by a ground transportation activity permit issued by the Airport Manager.

### Insurance for All Vehicles for Hire

- Removed the insurance requirement that was linked to Oregon statute and simplified the insurance requirements to:
  - Commercial General Liability insurance for no less than \$2,000,000 per occurrence
  - Commercial Automobile Liability Insurance for no less than \$1,000,000 per occurrence
- Clarified that for the purpose of insurance coverage a vehicle is being used as a for-hire transportation vehicle when the vehicle is available to accept a passenger, traveling to pick up a passenger, transporting a passenger, and traveling away from a passenger’s destination.

### Employee Records

- Added that employee records should include a passport size photo **or** a color copy of the employee’s City-issued driver certification.

### Vehicle Standards

	<b>Hailable Vehicles</b>	<b>TNC/Non- Hailable Vehicles</b>
<b>Permit</b>	Must have a permit to operate	Must have a permit to operate
<b>Safety Inspection</b>	Must pass a safety inspection, including certification by a commercial automobile garage every 12 months	Must pass a safety inspection, including certification by a commercial automobile garage every 12 months
<b>Minimum Standards</b>	No visible damage to the body or glass. Clean interior (including trunk), Upholstery shall be free of rips and tears and head liner shall be intact. Working Heating and air conditioning systems. Properly installed and maintained exhaust systems.	No visible damage to the body or glass. Clean interior (including trunk), Upholstery shall be free of rips and tears and head liner shall be intact. Working Heating and air conditioning systems. Properly installed and maintained exhaust systems.
<b>Interior Markings</b>	Must display the company's name, vehicle license number, vehicle permit number, type of vehicle permit issued, operator complaint telephone number, and City complaint telephone number  Must display current rates of fare, including any authorized surcharge, minimum charge, or discount availability	Must display the company's name, vehicle license number, vehicle permit number, type of vehicle permit issued, operator complaint telephone number, and City complaint telephone number
<b>Exterior Markings</b>	Name of the company on the exterior right and left sides of the vehicle. The exterior information may be displayed in a non-permanent manner (such as a magnet) but must be in letters and numbers not less than two (2) inches in height and must be a light color on a dark background or a dark color on a light background.	Name of the company on the exterior right and left sides of the vehicle. The exterior information may be displayed in a non-permanent manner (such as a magnet) but must be in letters and numbers not less than two (2) inches in height and must be a light color on a dark background or a dark color on a light background.

## Detailed Description of Proposed Updates to PPV Rules

	<p>Current rates and minimum charges on the left and right exterior sides in letters and numbers not less than one (1) inch in height and shall be a light color on a dark background or a dark color on a light background</p> <p>Permit number at a readily visible location on the rear of the vehicle, in numbers not less than two (2) inches in height and shall be a light color on a dark background or a dark color on a light background.</p> <p>A top light indicating the name of the name of the taxicab company, except for vans modified in height to accommodate a wheelchair lift.</p> <p>Any vehicle added after April 1, 2016 with a top light shall have the light illuminated when the vehicle is available to accept a hailing passenger and shall have the light turned off when the vehicle is not available to accept a hailing passenger.</p>	
<b>Color Scheme</b>	Each public passenger vehicle company licensee or applicant that will operate a hailable vehicle shall designate the color scheme desired for the vehicles to be operated under such license	N/A
<b>Equipment</b>	<p>Working seat belts, accessible fire extinguisher, and standard first aid kit.</p> <p>A working taxi meter</p>	Working seat belts, accessible fire extinguisher, and standard first aid kit.
<b>Vehicle Age</b>	Except for accessible vehicles and vehicles licensed by the City prior to _____, the vehicle-for-hire’s model year shall be no more than ten (10) years of age prior to the date of the annual license application	Except for accessible vehicles and vehicles licensed by the City prior to _____, the vehicle-for-hire’s model year shall be no more than ten (10) years of age prior to the date of the annual license application

### Drivers

- Clarified that all vehicle-for-hire drivers must be certified by the City
- Removed obsolete language around temporary certification
- Changed number of days within which drivers must report any formal charges for a crime, infraction or offense from seven to ten.

## Detailed Description of Proposed Updates to PPV Rules

- Changed “no tobacco use” to no use of any lighted smoking instrument or device, or use of oral tobacco products.
- Added that drivers cannot charge a fare higher than what is posted on the vehicle or what is displayed on the smartphone which the passenger has agreed to.
- Added that a driver is considered to be working as a driver whenever he/she is available to accept a passenger, traveling to pick up a passenger, transporting a passenger, and traveling away from a passenger’s destination.
- Added that TNC/Non-hailable vehicle drivers can only provide pre-arranged rides to passengers that have affirmatively acknowledged and accepted the estimated fare for the ride. These drivers cannot provide rides to hailing passengers, cannot solicit passengers at a for-hire stand, and cannot use commercial, for taxi only, parking spaces.

### Hailable Vehicles

- Changed “Specifics for Taxis” to “Specifics for Hailable Vehicles”

## HAMMOND Laura A

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**From:** BEGNAUD Randi N  
**Sent:** Wednesday, December 02, 2015 1:33 PM  
**To:** @Eugene PDD PPV  
**Subject:** Airport Permits

**All Taxi's and TNC's permitted to operate at the EUG Airport also need to comply with our Automated Vehicle Identification (AVI), which requires each vehicle to have a transponder that allows the airport to bill the company \$1 per pickup.**

Randi Begnaud  
Landside Development Manager  
Eugene Airport Administration  
541-682-6637  
randib@flyeug.com



## HAMMOND Laura A

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**From:** Kayla Bethke <kayla.b@psnw.us>  
**Sent:** Friday, November 20, 2015 12:18 PM  
**To:** @Eugene PDD PPV  
**Subject:** Bring Back UBER!

Please bring this back! It has helped so many people with extra income and saved so many lives. Instead of people driving drunk they now have a chance to be safe and save money. A lot of people try to save money, it's a progressive movement!

### **Kayla Bethke**

*Payroll Processor*

#### **Payroll Specialties NW, Inc.**

2300 Oakmont Way, Ste 102  
Eugene, OR 97401

Office (541) 484-6619/ Fax (541) 484-7064

[www.psnw.us](http://www.psnw.us)

## HAMMOND Laura A

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**From:** clickrebel@gmail.com on behalf of David Bowden <hybrid@eugenehybridtaxi.com>  
**Sent:** Friday, November 20, 2015 10:27 AM  
**To:** @Eugene PDD PPV  
**Subject:** Re: Uber 1 million in insurance?

So taxi companies will have to increase general liability from 1.333 to 2 million and can decrease auto liability from 1.333 to 2 million?  
David.

On Fri, Nov 20, 2015 at 9:01 AM, @Eugene PDD PPV <[ppv@ci.eugene.or.us](mailto:ppv@ci.eugene.or.us)> wrote:

Hello,

Here's a link to the website where we have posted the proposed rules and a summary/overview of them:  
<http://www.eugene-or.gov/index.aspx?NID=3022>

In the proposed rules all vehicles for hire (TNC's like Uber and taxis) would have the same insurance requirements:

- Commercial General Liability insurance for no less than \$2,000,000 per occurrence and
- Commercial Automobile Liability Insurance for no less than \$1,000,000 per occurrence

Thanks!

**From:** [clickrebel@gmail.com](mailto:clickrebel@gmail.com) [mailto:[clickrebel@gmail.com](mailto:clickrebel@gmail.com)] **On Behalf Of** David Bowden  
**Sent:** Friday, November 20, 2015 8:44 AM  
**To:** @Eugene PDD PPV <[ppv@ci.eugene.or.us](mailto:ppv@ci.eugene.or.us)>  
**Subject:** Uber 1 million in insurance?

If Uber does not have to comply with a 1.333 million dollar insurance policy, does that mean taxis will be able to go back to a 1 million dollar policy also or is there something special about the new Uber drivers? Can I please get a link to the new regulations and requirements for these companies.

David Bowden

[5413578294](tel:5413578294)



## HAMMOND Laura A

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**From:** Geoff <gbaysinger@gmail.com>  
**Sent:** Friday, November 20, 2015 12:05 PM  
**To:** @Eugene PDD PPV  
**Subject:** Proposed Uber rules

### SUMMARY:

Please refine the requirements for vehicles allowed to be licensed under the proposed Uber rules.

...

### SUGGESTION:

I understand how the 10 year rule is a simple way of trying to be sure the Uber fleet is in good operational condition (and I hope it's not some form of car dealership protectionism). But that's too simplified.

I'd propose instead rules that base on making sure vehicles are kept up to condition. Minimum tire tread, full insurance coverage, engine inspections verified at each manufacturer recommended interval, and no brighten equipment that is important to the cars function. Some form of GPS (smart phones could have mounts mandated) with a street database that is kept up to date. Hands free either via built-in head unit or via add-on gear.

Or perhaps keep the 10 year rule proposal for easy acceptance but allow cars with more age to use the extended rules to register after showing compliance.

A 3rd option would be an exclusion from the rule for vehicles that are used by people registered as handicapped, with the specific reasoning that we are more limited in our selection of vehicles (and bit something you could easily call out in the rules, but we are also more likely than the average owner to keep our vehicles maintained because we need to be sure they work well and don't truly break down due to ill-repair because they are more costly to repair).

This last version (above, regarding people with disabilities) is more simple to implement, would allow fewer exemptions than the other ideas, and would show Eugene as being progressive towards helping people with disabilities work in new ways. However I added it last because I prefer the other ideas since I think they are less likely to be seen as protectionist.

Any of those options above would be helpful for myself and others in similar situations.

...

### BACKGROUND:

I've been looking forward to Uber coming back to town. Not as a rider but as a driver. I'm disabled, unable to work many jobs due to spinal conditions that can flare up some days (it is a slow but strong build up, not something that comes in quickly without warning, as Raymond Babbitt would say, "I'm a very good driver"). However, after careful selection of vehicle with just the right seat I -can- drive, am good at it, and enjoy driving and helping people get where they are going. And unlike many Uber drivers, I prefer long distance trips so I fill a niche within that service.

My choice of the right vehicle ended up being a 2006 Toyota Sienna Limited. After months of searching it was the only vehicle (not counting the Tesla and European imports that I could never afford to maintain) that fit me comfortably for extended periods. So I searched around until I found one with less than 50K miles and no Carfax issues and I went to buy it for a serious premium in Seattle. But many folks are going to ride a train 7 hours and take city buses to a distant suburb only to pay close to 20K for a 10 year old minivan, great condition or not.

Being an Uber driver would give me a way to work on days when I feel well enough, but not penalize me for taking days off when a storm front is changing barometric pressure, which causes my Adhesive Arachnoiditis to flare up. There are very few other options that would give me that ability.

But ... my vehicle is at the 10 year mark. It's tires are perfect, the interior is cleaner than most new cars, all the power options are working exactly, and it has averaged less than 5k miles per year.

...

#### ADDENDUM:

I also have another van, also a 2006 (therefore not allowed under proposed rules), that we use for camping and my wife takes to conventions. We've been looking into converting it to allow a wheel chair lift or ramp. I don't need a chair for weakness, but on occasions like concerts I do some times use one for the pain of standing for extended periods ... even though I use a chair to avoid standing, I'm still more than strong enough to assist other disabled passengers and I would want to provide that.

Transporting of people with disabilities is another niche that can be hard to fill for services like Uber. And many vehicles with that type of equipment are going to be 10 years old or more. Yet my vehicle is smaller than the commercial vehicles that are often used to handle disabled transporting, so it can operate more efficiently in a town environment. Additionally some passengers will look to driver service rather than a bus that will need multiple destinations, especially if the appointment is something that was unplanned and needs to be done soon.

...

#### SIDE NOTE:

The 10 year rule also means people wanting to offer custom rides in classic cars would be barred as well. And while that's less common for Uber, I'd been pondering a service that allowed Uber-like experience for classic cars and cars set up for uniqueness (possibly disallowing people to use stretch vehicles to avoid injuring limo services).

...

Thanks for your consideration,  
/Geoff

... sent from a mobile device, please excuse odd errors.

## HAMMOND Laura A

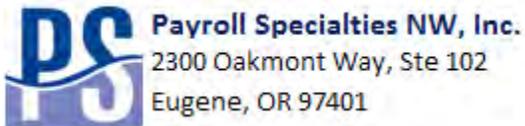
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**From:** Shawn <shawn.g@psnw.us>  
**Sent:** Friday, November 20, 2015 12:16 PM  
**To:** @Eugene PDD PPV  
**Subject:** Uber

Good Day,

I strongly feel that the city is better served by having uber rides available. A simple, quick and convenient way to get home safely a must for every community and ours is no exception. Waiting for an hour or more for a taxi only to be over charged and treated rudely unacceptable. With some additional competition perhaps both the taxi companies and uber would have to improve their game for the betterment of the community.

Shawn Gregg, President  
mailto:shawn.g@psnw.us  
phone:(541)484-6619 x 3201



## HAMMOND Laura A

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**From:** j\_man\_n\_az@yahoo.com  
**Sent:** Friday, November 20, 2015 6:40 PM  
**To:** @Eugene PDD PPV  
**Subject:** Uber

I love the idea of uber coming to Eugene and don't think that uber should be treated as a commercial taxi company. It is not, it is a ride share company. It's not any different than giving a friend a ride and getting money for gas. If we have a license to drive our vehicle and all of our registration and insurance to drive legally and everything is current then we should be able to do what we want with our vehicle's within the law. As long our newer vehicle's safety is inspected and passed. As well as we have a clean background, we should be able to drive people around with our own vehicle and not pay for additional permits and licensing or commercial insurance. This would get paid by the individual drivers, not uber. The whole purpose of uber is to have freedom in the workplace and adding these additional restrictions takes away some of that freedom by commercializing uber. Uber already says you need a newer, not older than 2005 vehicle with current registration, insurance and safety inspection as well as a background check so I say no to passenger licensing permits and commercial insurance. Thank you for your time.

Sent from my LG Mobile

## HAMMOND Laura A

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**From:** Gin khup <khup1980@gmail.com>  
**Sent:** Friday, December 04, 2015 8:50 PM  
**To:** @Eugene PDD PPV  
**Subject:** Re: City of Eugene Requests Feedback on First Draft of Update to Vehicle for Hire Administrative Rules  
**Attachments:** photo1.jpg; photo2.jpg; photo3.jpg; photo4.jpg; photo5.jpg; photo6.jpg; photo7.jpg

Hello,

My name is Gin Khup. Thank you for including me on this feed back.

I'm currently driving taxi cab and Uber in Portland metropolitan area. I have experiences driving taxi cab in Mississippi(Jackson), central Oregon (Bend/Redmond), Eugene (OT), Portland and driving Uber in San Francisco Bay area, Eugene and Portland.

As a taxi cab and an Uber driver, I really like and understand the benefits, convenient and efficiency of using technology such as square mobile credit cards payment, navigation app, taxi meter app, taxi dispatch app and uber.

I believe that technology make us a lot more efficient and productive that benefits us all.

I also believe that minimal regulations and cost effectiveness make any business or service able to have better service, grow and more sustainable. For example, one of really good and simple thing the city of Eugene do is only having to have one city permit for taxi driver to be able to drive with any existing cab company. That make it very cost effective and efficient in the event that a cab driver wants to switch the company he/she works with.

When it comes to uber or ride sharing, I really like the efficiency, simplicity, convenient, flexibility, safety for both sides (riders and drivers) and affordability (low cost).

One of the things most people don't understand about safety on uber!

When it comes to safety for both drivers and riders, uber is a lot more safer than taxi cabs because it record all trips informations time, distances, fares, pick up/drop off location, and drivers(name, picture, rating) on individual accounts.

Why uber can provide very good services with a much more affordable prices? It comes down to efficiency, low cost to run. Uber is so good and cheap it's not just because of the uber app, the uber app is just a part of it. Uber is so good and grow so fast because it has very low cost to start running each car, including not having to paint or use stand alone taxi meter. Plus the process is very fast and simple not like taxi cab. Most uber drivers are willing to drive not always because the earnings is great but mostly because the flexibility of driving on their own schedule, simple process (No need to paint their nice car and no need to have expensive meter).

The way uber operate and how it is like being uber driver!

Every city uber launches, uber make it very attractive for both drivers and riders. Uber discount their rate from existing local taxi cab company about 8% to as much as 30% depending on the average trips where they start operating. Uber discounted about 8-15% over taxi rate in Eugene because average trips were too short in Eugene, Oregon but in Portland, Oregon uber already discount about 30% over taxi cab rate because average trips are a lot longer. That means very big savings for riders because of discount rate and not having to pay tips and earnings are ok/good for drivers because of not having to pay lease to anyone. But uber is growing so fast that every week it's getting slower and drivers have to wait longer and longer time to get a trip ( Uber Portland Metro area already have more than 3 thousands drivers 2 months ago).

But still, the worst is yet to come for uber drivers, cab company and cab drivers!

Uber always do more massive discount after they control the market or after they get permanent status from the city or after both. Now, the city of Portland just gave them permanent status on December the 2rd, 2015. They will do another massive discount as low as 1.25-0.75\$/mile(1.55/mile currently) in the near future. That mean every driver will have to wait longer and longer to get a trip and will make a lot less on the same trip. I attached pictures of current rate in Portland, OR, Los Angeles(uberX 1\$/mile), CA and Jacksonville(uberX 0.75\$/mile), FL.

Uber becomes more and more like financial institution than TNC, on the way they collect money from riders and the way they pay to the drivers!

Every end of the trip, uber charge the riders safe ride fee 1\$ to more than 2\$ depending on the city (safe ride fee 1.35\$ in Portland as of right now, was 1\$). They says it safe ride fee that means it's not a part of the fare so that they can keep it to themselves. So they set the flag drop very low 1\$-2\$ most market. It's doesn't hurt that much on drivers on longer trips more than 10\$ fares. But it's a rip off on smaller and minimum fares. Fore example, in Portland, uberX minimum fare is 5.35\$ so uber still take away the safe ride fee 1.35\$ on that minimum fare and the remaining 4\$ is the real fares then the drivers get 80% of 4\$= 3.20\$ only. Problem is most driver have to spend at least 15-30 mins on minimum fares between trip wait, pick up and drop off.

Uber is misleading many things and put pressure on drivers!

Uber always send out inaccurate or completely false informations to drivers. For example, when uber send weekly driver summary, uber always suggest that drivers could earn up to 35\$/hours or more and make the driver feel like she or he didn't do good enough due to the fact that I work as much as 50-60 hours few months ago for many weeks in the most profitable area and I only made 10-20\$/hours. They use the top earners info who happens to work on very busy surge pricing times just a couple or few hours a week. They also send messages that make the drivers think that they send the same guidelines to riders they don't send. Putting one sided pressure to deal with disrespectful customers.

Suggestions!

I think the public and the drivers(both taxi and TNC' drivers) can have maximum benefits if the city impose minimal regulations. I agree with the rules and regulations for TNC because it's efficient and cost-effective but I think taxi regulations are still out of date, that make it more costly to run like having to paint vehicle exterior and having to have stand alone taxi meter. I don't think those 2 things are cost effective at all. Here's why,

1. Panting vehicle exterior, many people assume that each cab company should have each distinctive color schemes because it can be verified easily due to hail ability and/or safety. But the reality is people can easily identify cab company by its signs and letters. It doesn't make any safer at all. It just make it costly(500+)\$ for the company and no one wants to paint a nice new car so it discourage cab company to use newer nicer car that's why taxi cab are so old and nasty.

2. Stand alone taxi meter, many people still think there is a need to have installed taxi meter(500+)\$ but these days and age, it shouldn't be a requirement unless people want to have it for the purpose of having it because there are many mobile taxi meter app widely available some are free and some are as low as 1\$-10\$. It works just like physical taxi meters, charge by distance and time using cell phone gps technology and software just like uber is using in its fare calculations. Just Iike we use Google maps, waze app instead of using stand alone gps(Garmin, Tom Tom), square mobile credit cards payment instead of credit cards machine.

In central Oregon, Bend and Redmond area, taxi companies can keep any vehicle color they bought from the dealer and that saves money plus they are not required to have taxi meter so many cabs use smart phone taxi meter app without problems.

Conclusion!

I think transportations is for the public and any transportations related jobs is by product. So the public has to be the priority. But at the same time the regulations need to support who are going to the front line in this case the drivers and the whole industry.

When in comes to uber, in the long run, the public(riders) will greatly benefit and uber is the only one making money because they make it so cheap so that they can make more money on safe ride fee + 20% of the fares. Drivers will make very little or no money or even lost money on some trips. Many taxi cab drivers are worried that their livelyhood will be taken away. Many drivers have kids and support their families, many drivers have been driving cab and making living for decades.

Driving uber won't be a living wages but people can make extra money. That means there won't be much financial benefits to the local community because most of the real profit margin will go to uber.

\*The way to keep most of transportation revenues within the local community!

It will be a very good jump start if the city is not requiring cab company to have a particular color scheme because cab company will save money and more likely to put better and nicer car on the road that will result in a better service. And not having to install taxi meter is a big savings too.

\*Most any smartphones or tablets can run taxi dispatch software, taxi meter app and gps navigation all at the same time. That's what I am doing with the taxi company I'm working in Portland metro area right now.

\*If the city is willing to change the legal definition of TNC, not requiring the rider to use mobile app but requiring to use app between trip assigning from cab company to drivers, cab company can dispatch those TNC' drivers to pick up pre arrange fares. There are many taxi cab dispatch software that are widely available to use for as low as 5\$/driver/month that can track down and record every trips and rate the drivers performances. There are also many insurance company that do pay per miles. That will have

the greatest impact on the city. Rider will have a lot more options and drivers can keep most of their earnings and small cab company will be able to grow and create jobs.

I'm willing to debate with anyone in the room if we are going to have a public meeting or hearing.

Sorry for my limited English writing skills. Thank you so much!

Gin Khup  
Muscle arm taxi

## HAMMOND Laura A

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**From:** Melanie <melanie.k@psnw.us>  
**Sent:** Friday, November 20, 2015 12:07 PM  
**To:** @Eugene PDD PPV  
**Subject:** Uber coming back to Eugene

Hi,

I really enjoyed using Uber. The drivers were all very professional and the app was easy to use. Their rates were cheaper than taxi's and I didn't have to worry about carrying cash to pay since they took credit cards/PayPal. I would strongly encourage the city to let them come back. The drivers of Uber felt like they were doing good service to the community by cutting down on drunk driving. Esp around the college and during Duck games. Uber also gave you accurate times of arrival that are much much faster than a taxi. I've been stuck places waiting for a taxi for over an hour. Uber usually arrived within 15-30 minutes.

Best regards,

Melanie Krebs, CPP  
Operations Manager  
Payroll Specialties NW Inc.  
[www.psnw.us](http://www.psnw.us)  
Ph:541.484.6619  
Fx:541.484.7064

### Comments on Proposed Updates to Public Passenger Vehicle Rules

As an initial matter, we wish to take this opportunity to thank City staff for the work they have put in to achieve the goal of a level playing field among existing public transportation service providers, and newcomers to the marketplace, which have been labeled in the Code as Transportation Network Companies or “TNC’s.” For the most part, we believe the City has achieved its stated goal, but some of the new distinctions between hailable vehicles and TNC’s remain areas of concern, while there remain other existing provisions within the Code that the City did not address. With that said, we offer the following comments.

1. It is unnecessary to require hailable vehicles to bear exterior markings displaying the fares that may be charged. A requirement that said information be posted within the interior of a vehicle is sufficient to educate the consumer on what they may be charged. Requiring that information to be painted on the exterior of a hailable vehicle is redundant and creates an unfair advantage for TNC’s, because it allows the TNC’s the flexibility to implement “surge pricing” on a moment’s notice. A hailable vehicle cannot repaint its exterior markings on a moment’s notice.
2. It is also unnecessary to require hailable vehicles to have its top light turned off when it is not in service. Eugene is not a market that drives much hailable traffic and the cost associated with implementing this is unwarranted.
3. The proposed revisions fail to address the situation where a company may qualify has both a PPV and a TNC. For instance, a company that meets the requirements of both a hailable vehicle and a TNC ought to have the flexibility to put more cars on the road during high volume periods and operate them as TNC’s, even though said vehicles may bear the color scheme and top light requirements of a hailable vehicle. The proposed Code revisions do not appear to address this scenario.
4. The definition of “Employee” should be removed from the code altogether, and the term should also be removed from any other definitions such as “Public Passenger Vehicle Driver”, and “Transportation Network Driver.” Whether or not an individual is an employee or an independent contractor is a matter of state and federal law. It is not a matter for determination by a local municipality. The inclusion of legal conclusions within the “Definitions” of the PPV is accordingly inappropriate. Other areas of the code utilize the term “person” or “driver” (see R-3.345-E). Notably, the section governing airport shuttles also does not use the term “employee” but rather, “driver” and “operator.” We propose similar terms be utilized consistently throughout Code Sections 3.345-A through 3.345-F.

Oregon Taxi has invested heavily in new technology that has allowed our fleet to modernize and be a test subject for the rest of the country regarding a hybrid model of PPV and TNC. We are working with our insurance to build a model that would allow us to hire individuals to use their own vehicles and we would deploy them to our fleet during high volume times. Drivers would be screened and have their vehicles pass inspection with the City then be ready to activate and work within our system. For this system to work we need flexibility within the rules.

Jonas Kungys

Owner/Partner

Oregon Taxi, LLC

## HAMMOND Laura A

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**From:** Jeff Larson <jlar12@gmail.com>  
**Sent:** Sunday, December 06, 2015 10:40 AM  
**To:** @Eugene PDD PPV  
**Subject:** PPV Regulations

Hello,

I would like to comment that I am very much in support of the changes to PPV regulations that are being discussed. As a community, it is in our best interest to provide more transportation options as it provides more safe ways people can travel safely through our community. If TNCs were to return it would ensure that taxi companies are accountable for their services as it is almost universally accepted that TNCs have a better reputation for overall service (why they are so popular) and as such taxi companies will put priority on passenger safety and overall customer services which has been, at times, lacking in the past.

I support TNCs returning to our community and we should do anything we can have them return to Eugene.

Sincerely,  
Jeff Larson  
Eugene Resident

December 4, 2015

Public Passenger Vehicle Program  
Building & Permit Services Division  
99 W 10<sup>th</sup> Avenue  
Eugene, OR 97401

Delivered via e-mail: [PPV@ci.eugene.or.us](mailto:PPV@ci.eugene.or.us)

I Thank you for the opportunity to provide early input on the City of Eugene's proposed changes to rules governing public passenger vehicles (PPV), transportation network companies (TNC), and other vehicles for hire. After reviewing the proposed rules, Lane Transit District (LTD) offers comments on the following subjects: 1) definition of vehicle for hire; 2) multi-use vehicle prohibition; 3) age of fleet requirement; 4) background checks on vehicle-for-hire operators; and 4) accessibility options for individuals with mobility limitations.

*1) Vehicle for Hire Definition*

The proposed definition of "vehicle for hire" uses the standard of "...providing shared transport, which transports one or more passengers for a fee between locations of the passengers' choosing..." Depending on interpretation, this definition may have inadvertent consequences that could limit bonafide ride sharing, volunteer social service driver programs, and private contractors who operate in an exclusive contractual relationship with other public agencies.

Bonafide ridesharing programs include online and mobile platforms that facilitate a driver listing a planned trip (origin to destination) and offering to share that ride with another individual for partial reimbursement of actual costs for the shared portion of the trip. Under the current definition, it is unclear if a driver who uses a rideshare platform would be subject to these rules. LTD requests that the definition clarify that bonafide ridesharing is not subject to proposed PPV rules.

LTD's RideSource paratransit service is one of several government programs that utilizes volunteer drivers to provide transportation to individuals who are unable to transport themselves. Volunteer drivers agree to provide transportation and are reimbursed on a per-mile basis for the actual cost of the trip they provide. It could be conceived that this arrangement constitutes transporting passengers for a fee and could subject volunteer drivers to the PPV rules as proposed. This would create a costly and onerous burden on volunteer drivers and could endanger the future success of such programs. LTD requests that the definition of "vehicle for hire" clarify that volunteers receiving mileage reimbursement are not subject to the PPV rule.

One of LTD's transportation services includes brokering non-emergency medical transportation for individuals enrolled in the Oregon Health Plan. Brokered rides take many forms including public transit passes, taxi rides, or transportation with contracted providers. LTD contracts with a number of private transportation providers who operate exclusively under contract with LTD and do not offer transportation services to the general public. Under current regulations, City of Eugene staff assure LTD that this arrangement is not subject to PPV regulation, but it is unclear if that interpretation would apply under the current proposal. LTD requests that private contractors with exclusive relationships with other public agencies continue to be exempted from the PPV regulation.

## 2) *Multi-use Vehicle Prohibition*

Section R-3.345-D (1)(e) states that, "Except for a vehicle that is equipped and marked for both charter and shuttle use, multiple uses for the same vehicle are not permitted." LTD is unsure if this requirement would limit the ability of vehicles to serve multiple purposes. For example: some hailable vehicles also provide non-emergency medical transportation. Likewise, some operators of non-hailable vehicles for hire may also provide volunteer transportation. LTD requests that the City of Eugene include language that clarifies the intention for and the interpretation of the multi-use vehicle prohibition.

## 3) *Age of Fleet Requirement*

Section R-3.345-D (5) requires that vehicles licensed after the effective date of the rule must have a model year no more than ten years prior to the licensing application. Applying the vehicle age requirement to currently licensed vehicles seeking recertification may put a significant cost burden on for-hire vehicles upon which LTD relies to provide brokered transportation services. LTD requests that if the intention is to apply the vehicle age requirement to vehicles seeking recertification, that this portion of the rule be delayed five years to allow providers to upgrade their fleet over a longer period of time.

## 4) *Background Checks on Vehicle-for-Hire Operators*

Current practice requires public passenger vehicle operators to undergo a criminal background check conducted by the City of Eugene. In reviewing the current draft rules, it does not appear that this requirement is included. LTD requests that background checks remain a requirement for obtaining a permit to operate a vehicle for hire, but does not take a position on whether hailable or non-hailable vehicles must obtain the same background check.

## 5) *Accessibility Options for Individuals with Mobility Limitations*

Current PPV regulations do not require hailable or non-hailable transportation providers to offer transportation services that are accessible for individuals in wheelchairs or other mobility devices. It appears that the proposed rules do not address this issue either. LTD believes that this is a significant oversight that has dramatic and immediate impact on mobility for individuals with disabilities and is not in keeping with practices of other cities that have recently reformed their public passenger vehicle codes.

Lane Transit District's RideSource paratransit offers on-demand transportation services to individuals with disabilities. Those services are limited in span by LTD's fixed-route service hours and are only available to individuals who are unable to use fixed-route transit service due to a functional disability. For others with disabilities who do not drive, taxi service or rides from friends and family are their only transportation options. Only one of Eugene's taxi providers has a wheelchair accessible vehicle, and that provider owns only one such vehicle. The lack of accessible vehicles for hire greatly constricts mobility options for a segment of our community's population and has a negative impact on their quality of life and economic opportunity.

Public Passenger Vehicle Program  
Building & Permit Services Division  
December 3, 2015  
Page 3

To help remedy this issue, other cities have imposed a small, per-ride, accessibility fee that can be passed on to consumers to generate a revenue stream for accessible transportation services. LTD requests the opportunity to work with the City to examine the possibility of implementing a similar fee and discuss program options for that revenue.

Again, I greatly appreciate the opportunity to review the preliminary draft rules and provide comment. I hope the information provided has been helpful, and LTD looks forward to working together to refine the proposed rules. If you have any questions or would like to further discuss these issues, please do not hesitate to contact me directly at 541-682-6104 or via e-mail at [Edward.McGlone@LTD.org](mailto:Edward.McGlone@LTD.org).

Sincerely,

Edward McGlone  
Government Relations Manager

EM:jms

## HAMMOND Laura A

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**From:** Linda Steward <lindast88@gmail.com>  
**Sent:** Friday, November 20, 2015 9:54 AM  
**To:** @Eugene PDD PPV  
**Subject:** Über

Please bring Uber back to our area.

Sent from my iPhone

December 4, 2015

*Via Email:* PPV@ci.eugene.or.us

Public Passenger Vehicle Program  
Building & Permit Services Division  
99 West 10th Avenue, Eugene, Oregon, 97401.

***Re: Rasier, LLC's ("Rasier's") Response to the City of Eugene's Request for Feedback on First Draft of Update to Vehicle for Hire Administrative Rules***

To whom it may concern:

As currently drafted, the City of Eugene's ("City's") proposed updates to its Vehicle for Hire Administrative Rules differ significantly from the vast majority of Transportation Network Company ("TNC") frameworks around the country. The administrative rules as drafted contain pervasive structural issues that would prevent TNCs from entering the market. In particular:

- TNC drivers are independent contractors, not employees;
- Separate driver certification is unnecessary for public safety and not conducted in the vast majority of jurisdictions;
- TNCs do not operate in any jurisdiction that requires \$1 million of insurance at all times a vehicle is being used as a for-hire vehicle. This requirement is also inconsistent with a national TNC insurance framework developed by leading insurance companies and their trade organizations and adopted in 27 states;
- Vehicle inspections should be conducted annually, rather than every six months, and should be subject to audit by the City;
- TNC vehicles are personal vehicles and should not be required to have interior and exterior markings beyond the standard TNC trade dress; and
- Fire extinguishers in vehicles are unnecessary and may be counterproductive for safety.

The City should set aside the current proposal and adopt regulations more in keeping with the TNC-specific statutes and ordinances adopted around the country. Rasier would be pleased to continue working with staff to develop more workable rules for TNCs going forward, including changes to address the issues discussed above.

Please let us know if you have any questions or need additional information.

Sincerely,  
/s/ Nancy Chung Allred  
Nancy Chung Allred  
Corporate Counsel

---

**From:** Jesiah Hallford <jesiah.hallford@gmail.com>  
**Sent:** Monday, March 28, 2016 4:55 PM  
**To:** @Eugene PDD PPV; laura.hammond@ci.eugene.us  
**Subject:** PPV updates and changes

Dear City of Eugene Planning Department:

I am writing on behalf of drivers of public passenger vehicle companies (or VFH companies) and asking that the city take this opportunity to move meaningfully toward a model that correctly treats drivers under their true classification as employees. I am troubled that the city has not contacted drivers, or involved them in the process. I also want to give you an on-the-ground look at the lives these drivers live.

It became evident at our March 25th meeting that the city drivers operating under our administrative rules, who do the daily work under the rules provided by the city, were not consulted. It was assumed that 'taxi companies have been updating drivers.' They have not. My only regular contact with the company is through the owner of the car I lease, and I am unclear if even the car owners were made aware of these recent changes.

The lack of control we have as Taxi Drivers over the nature and direction of our work seems evident to me. The *Broadway Cab* case last year provides clear standards for independent contractor status for the purpose of Department of Labor and the Employment Department.

The proposed rules changes lays all risk with drivers without recognizing any responsibility for dispatch failures and how they negatively impact the ability of drivers to perform their jobs. In R-3.345-E 2(a)(5), it states that drivers are responsible to "Deduct any charges for the time of the delay in the event a vehicle becomes disabled or breaks down while conveying a passenger or baggage." Drivers are made to depend on such services by their employers/VHF companies. It follows that the city should require companies that control the principal/compulsory means by which drivers earn a living to assume a similar responsibility for loss in pay for 'disabled or broken down' dispatch systems.

Recent dispatch failures have negatively impacted our ability to make money. The radio-silence that has occurred on more than one occasion at Oregon Taxi, for example, caused me to operate at a loss for my 12-hour shift. Drivers are still required to pay their daily lease.

There should be no situation in which drivers are paid less than minimum wage, which happens regularly, nor lose money due to the failure of dispatch services we are required to use. I recommend the city protects drivers and has a requirement that leases are pro-rated under such circumstances.

Drivers live in fear and intimidation of speaking out. Attempting to improve our lot under current rules, we risk expulsion from work with the company. Only Oregon Taxi and the City of Eugene's PPV program have a comprehensive list of drivers' contact information. That the city is in the unique position of having this list and did not contact drivers is upsetting, and I hope you will do that prior to moving forward.

I recommend the city include anti-retaliation language in the proposed rules. We currently have no recourse for retaliation taken against us. We are in the process of securing access to unemployment insurance so we are able to pay rent and take care of our families in the event of termination. This is a problem. The city should do its part to make sure we're protecting workers.

Please do something to this end. Open, transparent, and collaborative policy-making with all stakeholders is important. The city has not met with drivers. Drivers have not met with one another. The nature of our work and the rules put in place by Oregon Taxi make it difficult for us to have a voice at the table. Oregon Taxi and at least one car owner with Oregon Taxi sent out several emails detailing how drivers would be punished under apparently updated standards for behavior and car maintenance. Messages from company were broadcast on our tablets prohibiting use of the bathrooms at the office after we began speaking about our work with one another around the water fountain.

Thank you so much for your consideration and please take the time to do this right.

Sincerely,  
Jesiah Hallford  
541-225-8334 - [jesiah.hallford@gmail.com](mailto:jesiah.hallford@gmail.com)

## H

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**From:** Chris Wig <cs.wig@hotmail.com>  
**Sent:** Monday, March 28, 2016 4:55 PM  
**To:** @Eugene PDD PPV  
**Cc:** HAMMOND Laura A  
**Subject:** Comment on proposed PPV administrative rules  
**Attachments:** cw\_PPVcomments.docx

Dear Ms. Hammond :

I am writing to present some concerns with the proposed updates to the public passenger vehicle administrative rules. The rapid advancement in the capability and application of new technologies is dramatically changing our businesses and our daily lives. I believe this is good, and I commend the city for working to adapt our policy so that Eugene can share in the benefits of cutting-edge technology.

It has come to my attention that the City of Eugene has not yet considered administrative rules to ensure PPV companies abide by the Americans with Disabilities Act (ADA) Title III requirements. The lack of ADA compliance in the proposed rules is inconsistent with our community's values and should be of utmost concern to local policy-makers. Americans have lived under ADA federal requirements for more than 25 years, and I believe our City should ensure our code and administrative rules reflect ADA protections enshrined in federal law as part of the current round of rules revisions.

It is also important that Eugene's code and administrative rules remain compliant with Oregon labor law, and I encourage you to amend the proposed rules to ensure that VFH companies comply with current labor standards regarding workers' status as employees as opposed to independent contractors. We are a city that leads others and respects the rule of law. In light of this tradition, I encourage you to consider Oregon Labor Commissioner Brad Avakian's recent advisory opinion on whether or not drivers affiliated with TNCs should be considered employees for the purposes of compensation and taxation: "Uber suffers or permits drivers to work for the company's benefit. Further, drivers are economically dependent on Uber pursuant to the 'economic realities' test. Under Oregon law...Uber drivers are employees" (October 14, 2015).

These rules may govern Eugene for yet another half century, and it is important that we hold to our tradition of open, thoughtful and thorough policy-making. As community leaders, it is crucial that we ensure our rules comply with current federal, state and local law. Local governments are the mechanisms by which decisions and laws handed down to us are felt by everyday people, and it's important that we get this right.

Thank you so much for your consideration and for everything you do.

Respectfully,

Chris Wig

Chair

Democratic Party of Lane County

chair@dplc.org

541-623-0330

H

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**From:** Steven Coatsworth <stevecoatsworth@gmail.com>  
**Sent:** Monday, March 28, 2016 4:45 PM  
**To:** @Eugene PDD PPV  
**Subject:** Public Comment: A Recent Work from a Willamette Law Professor  
**Attachments:** Amazon to Uber march 28.pdf

Ms. Hammond and others at the PPV program:

You should have gotten a few concerns from folks who will be affected by the proposed changes to the PPV administrative rules.

After speaking with Willamette University Law Professor Keith Cunningham-Parmeter, who said it is sound advice for all local governments to exercise extreme caution and to fully understand the practical and legal ramifications of current considered actions.

I have attached a yet-unpublished copy of his recent work to help advise you on legal challenges at all levels of government as well as concerns for local governments whose regulations are being regularly subverted and circumvented by \$60 billion companies like Uber.

ADA accessibility is a huge issue for our community, and moving forward to expand the market so that a glut of new companies can continue to operate outside of federal protections is irresponsible, and I encourage you to reconsider, meaning consider again and reopen this dialogue, rather than push through a set of rules that do not adequately protect our workers and citizens, and that do not update the administrative rules to account for the 50-year lapse since their last consideration.

Please exercise caution, step carefully, and reach out to all those in our community who will be impacted by this change.

Thank you so much.

Steve Coatsworth  
541-636-6001  
[stevecoatsworth@gmail.com](mailto:stevecoatsworth@gmail.com)

## H

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**From:** Dan Gottlieb <dangottlieb7@gmail.com>  
**Sent:** Monday, March 28, 2016 4:37 PM  
**To:** @Eugene PDD PPV  
**Subject:** PPV rule change comments

I'm contacting you as a former cab driver in Eugene. Having worked daily as a cab driver, I believe I have good perspective on the effects of these rules will have on my former coworkers.

Drivers in Eugene are already taken advantage of, by cab companies and by the individual car owners. Drivers operate under myriad circumstances which should rightly classify them as employees. We take a lot of risks which without being compensated.

I currently have a case filed with the Oregon Employment Department regarding this issue. These new rules, while referring to drivers as employees, do little to ensure legal protections apply to these people.

I know that opening the market to companies such as Uber and Lyft would destabilize the current market. Drivers depend on these jobs to survive, some of whom live out of their personal cars with their families. People are struggling, being taken advantage of, and drivers were not consulted about these rule changes. The cab companies in town had input, yet the drivers working often 40-50+ hours per week didn't.

It saddens me to see rules changes that appear incomplete and inadequate to protect the industry and those who make their living at it. These rules do not reflect recent opinions by labor commissioner Brad Avakian, nor the latest legal opinion of the Oregon State Supreme Court. As someone who is fighting for my right as an employee to secure unemployment in order to survive, I would really like to see rule changes that protect current drivers from destabilizing infrastructure shifts. I am, by extension, fighting for the basic working rights of all the cab drivers in the city. These changes will cause Uber and Lyft to dominate the market and send their profits out of the local economy.

We should integrate our established infrastructure with progressive technologies, not have them compete. Make Uber and Lyft operate with the same labeling restrictions so that only cab drivers can drive for them. This would empower drivers as well as let the public use the app of their choice. There are better rules than the ones proposed, and drivers definitely need to be consulted.

Please don't enact these rule changes until these issues are resolved. This discussion deserves more input from drivers and more thoughtful discussion in order to protect workers and the integrity of our local cab companies by ensuring fair competition and workplace protections.

Dan Gottlieb

[dangottlieb7@gmail.com](mailto:dangottlieb7@gmail.com)

5416324281

## H

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**From:** AP Parks <aparks@arnoldgallagher.com>  
**Sent:** Monday, March 28, 2016 1:09 PM  
**To:** @Eugene PDD PPV  
**Cc:** Jonas Kungys; Jay Mayernik; Chuck Hare  
**Subject:** RE: Updated Public Passenger Vehicle Rules Open for Public Comment

Dear City Manager:

I am counsel for Oregon Taxi, LLC. As a provider of support services for hailable vehicles and non-hailable vehicles, Oregon Taxi ("OT") believes the proposed changes to the insurance requirements will create potential coverage gaps that will ultimately pose a significant risk to public safety. Specifically, the City proposes the addition of the following language:

*"For Purposes of this provision, a vehicle is being used as a for-hire transportation vehicle when the vehicle is available to accept a passenger, traveling to pick up a passenger, transporting a passenger, and traveling away from a passenger's destination."*

OT has several questions regarding the practical effect of this language:

1. How will the City monitor this?
2. Has the City researched whether there are any insurers who even offer an insurance product that provides this level of on-again, off-again flexibility?
3. How long must coverage remain in place while a driver is "traveling away from a passenger's destination"? This appears to be wholly undefined in the code, and will be extremely difficult, if not impossible, for the City or any third-party insurer to monitor and enforce.

In summary, the City's proposed changes to Section R-3.345-C2(a)(2) appears to allow for wiggle room for coverage gaps while a non-hailable vehicle is driving around awaiting a fare via its app. There is simply no way for the City (or a third party insurer) to effectively monitor whether a vehicle is "traveling away from a passenger's destination", and/or remains "available to accept a passenger." Studies have shown that these are the times when taxis are most likely to be involved in an accident. In the interest of public safety, OT submits that the City should require all Public Passenger Vehicles – hailable or non-hailable – be insured at all times while on the road.

Lastly, the coverage limits proposed by the City do not appear to be aimed at effectively managing the most pertinent risks created by Public Passenger Vehicles. Section R-3.345-C2(a)(1) requires a commercial general liability ("CGL") policy with minimum limits of \$2 million, yet Section R-3.345-C2(a)(2) requires only \$1 million of coverage under any commercial auto liability policy. The biggest threat to public safety posed by Public Passenger Vehicles is personal injury and property damage arising out of auto accidents – a risk that is generally specifically excluded under CGL policies. It therefore seems counterintuitive that the City would require double the amount of insurance for CGL coverage vs. that required for commercial auto coverage.

Thank you for your consideration of these issues.

ANDREW P. PARKS



T: (541) 484-0188 / F: (541) 484-0536

800 Willamette Street, Suite 800, Eugene, OR 97401

[www.arnoldgallagher.com](http://www.arnoldgallagher.com)

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**From:** @Eugene PDD PPV [mailto:ppv@ci.eugene.or.us]  
**Sent:** Thursday, March 10, 2016 10:47 AM  
**To:** @Eugene PDD PPV  
**Subject:** Updated Public Passenger Vehicle Rules Open for Public Comment

Thank you for your participation last year in providing input and feedback on the first draft of updates to Eugene's public passenger vehicle administrative rules. The feedback we received on the draft proposed rules in November was helpful and several changes were made including:

- **Frequency of mechanical inspection.** Mechanical inspections will be required annually, rather than every six months.
- **Top light requirement.** Only hailable vehicles added after April 1, 2016 must have a top light wired to illuminate when available for passengers and to turn off when not available.

The proposed rules are now ready to move on to the formal public comment period. From March 13 to March 28 comments on the proposed rules can be submitted to [PPV@ci.eugene.or.us](mailto:PPV@ci.eugene.or.us) or mailed to:

Public Passenger Vehicle Program  
Building & Permit Services Division  
99 West 10th Avenue  
Eugene, Oregon, 97401

Comments received during this time will be added to the public record and will help inform any further revisions to the rules that will be considered by the City Manager. Final rules are expected to be approved later this spring. The [full text](#) and a [summary](#) of the changes are available on the City's website [www.eugene-or.gov/ppv](http://www.eugene-or.gov/ppv).

Thank you again – we appreciate your interest and participation.

H

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**From:** Steve Siger <ssiger@uber.com>  
**Sent:** Sunday, March 27, 2016 9:53 PM  
**To:** @Eugene PDD PPV  
**Cc:** Bryce Bennett; Nancy Allred  
**Subject:** Propose TNC Rules  
**Attachments:** EugeneResponse3.27.16.pdf

To Whom it May Concern:

Attached, please find a letter from Rasier, LLC regarding the City of Eugene's proposed changes to its Vehicle For Hire Administrative Rules. We appreciate your consideration.

Sincerely,  
Steve Siger

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Steven Siger  
Senior Regulatory Counsel,  
Western U.S.  
412.913.1782 | [ssiger@uber.com](mailto:ssiger@uber.com)

ATTORNEY CLIENT PRIVILEGED

March 27, 2016

*Via Email:* PPV@ci.eugene.or.us

Public Passenger Vehicle Program  
Building & Permit Services Division  
99 West 10th Avenue, Eugene, Oregon, 97401.

***Re: Rasier, LLC's Response to the City of Eugene's Request for Feedback on First Draft of Update to Vehicle for Hire Administrative Rules***

To whom it may concern:

As currently drafted, the City of Eugene's ("City's") further proposed updates to its Vehicle for Hire Administrative Rules continue to be inconsistent with the operation of Transportation Network Companies ("TNCs") in the City. As amended, the proposed rules would differ significantly from the vast majority of TNC laws nationwide. Because they still contain pervasive structural issues, the proposed rules would prevent TNCs like Rasier, LLC ("Rasier") from entering the market. In particular:

- TNC drivers are independent contractors, not employees;
- Individual vehicle permitting and driver certification is unnecessary for public safety and not conducted in the vast majority of jurisdictions;
- TNCs do not operate in any jurisdiction that requires \$1 million of insurance at all times a vehicle is merely available to accept a passenger request. This requirement is also inconsistent with a national TNC insurance framework developed by leading insurance companies and their trade organizations and adopted in 31 states;
- TNC vehicles are personal vehicles and should not be required to have interior and exterior markings beyond removable TNC trade dress; and
- Fire extinguishers in vehicles are unnecessary and may be counterproductive for safety.

The City should set aside the current proposal and adopt regulations more in keeping with the TNC-specific statutes and ordinances adopted around the country. Rasier would be pleased to continue working with staff to develop more workable rules for TNCs going forward, including changes to address the issues discussed above.

Please let us know if you have any questions or need additional information.

Sincerely,  
/s/ Steven B. Siger  
Senior Counsel

**H**

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**From:** John Thramer <jthramer@gmail.com>  
**Sent:** Wednesday, March 23, 2016 4:00 PM  
**To:** @Eugene PDD PPV  
**Subject:** PPV Requirement Comments

In the case of needing an airport permit, I feel that if each TND is required to get a permit, that could cause a great burden on the permitting group where as if a TNC can apply for the airport permit that would solve the problem, while allowing more TND's to service the airport without having fares meet the TND while walking down Airport road since it is really dangerous to walk down.

Thank you,  
John E. Thramer

# H

**From:** Tracy Cooke <tracyjustincooke@gmail.com>  
**Sent:** Sunday, March 20, 2016 4:55 PM  
**To:** @Eugene PDD PPV  
**Subject:** Uber tricks all its drivers into driving uninsured and committing insurance fraud.

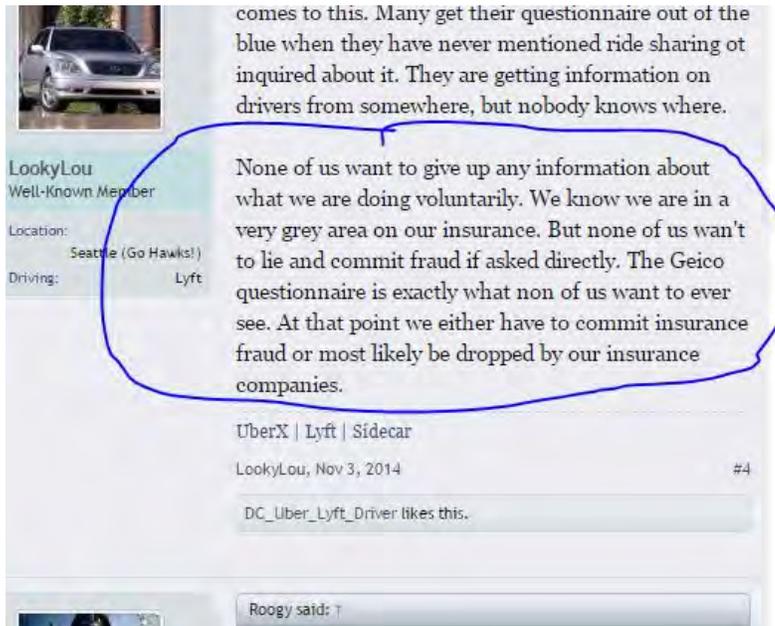
There is only one issue with Uber: all Uber drivers are committing insurance fraud. But don't take my word for it, here's what Uber drivers say:

"I'd guess that 95% to 98% of drivers are lying or hiding," said Kelly Dessaint, an UberX and Lyft driver in San Francisco. "It's a whistling-past-the-graveyard attitude." In a poll on a driver Facebook group last month, 22 drivers said they hadn't told their personal insurer about their Uber activity, while only two said they had.

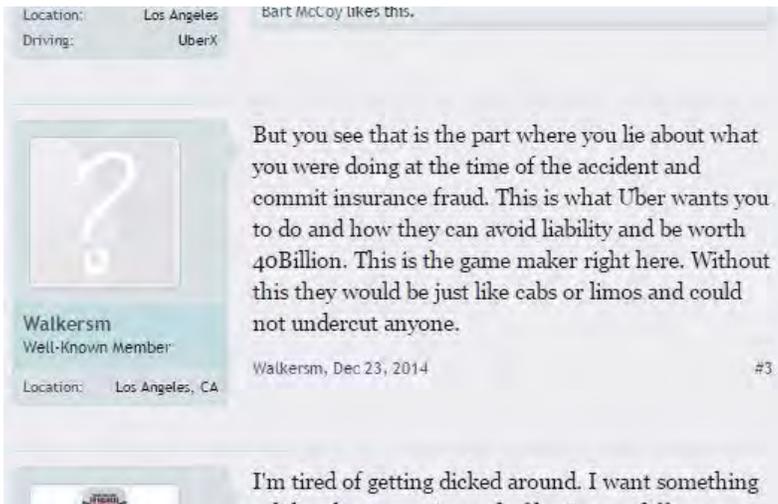


<http://www.forbes.com/sites/ellenhuet/2014/12/18/uber-lyft-driver-insurance/>

Or here is what they say on their forums amongst themselves:



<http://uberpeople.net/threads/geico-would-cancel-my-insurance.6149/>



<http://uberpeople.net/threads/personal-insurance-wont-cover-accidents-when-you-are-logged-onto-uber.9513/>

Uber insurance only covers when a passenger is in the car, but insurance companies don't cover the Uber cab for the rest of the time. If an Uber driver runs over someone on the way to pick up a ride, and Uber won't cover it, and the personal insurance won't cover it, then the City of Eugene will be to blame for not enforcing its rules. Here's what insurance companies have to say:

#### **State Farm's policy**

The largest insurer, State Farm, said it would not cover ride-service activities.

"We do not insure livery use, therefore, customers should not depend on their personal auto insurance coverage to protect them while driving for a ride-sharing service like Uber or Lyft," State Farm spokesman [Sevag Sarkissian](#) wrote in an e-mail.

"A commercial auto insurance policy is needed to insure against livery use exposures."

<http://www.sfgate.com/business/article/Leaked-transcript-shows-Geico-s-stance-against-5910113.php>

And Uber continues to encourage citizens to break the law:

The transit giant has been advising California drivers interested in its low-cost UberX service that personal, rather than commercial, insurance is sufficient to fully cover them and their vehicles. But insurance companies insist that's not the case, and they have refused to pay when Uber drivers have gotten into accidents while on the job. In some instances, Uber's secondary insurance doesn't cover drivers either, effectively leaving them on the hook for medical bills and car repairs.

<http://www.buzzfeed.com/kenbensinger/ubers-yawning-insurance-gap#.bcabOo6wWV>

PLEASE START ENFORCING THE LAW. Don't assume Uber drivers are insured just because Uber says they are. It's up to the insurance companies whether a driver is covered or not. When a driver comes in to be licensed, call their insurance agent and ask if they knew this person is driving for Uber, and does that affect their insurance. In every case, I assure you the agent will say, "That is insurance fraud, and they are no longer insured through us."

Honestly, I don't think you should let them come back at all. They will sneak unlicensed and uninsured drivers past you. When you catch them, they won't pay the fines, because they don't have to. They're Uber, they're worth \$50 billion. They don't have to listen to Eugene, all you can threaten to do is kick them out of a small market again.

Warmly,  
Tracy Cooke  
[541.366.8486](tel:541.366.8486)  
[916.833.7779](tel:916.833.7779)  
677 1/2 W 12 Ave  
Eugene, OR 97402

H

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**From:** Justin Hobley <j.hobley@gmail.com>  
**Sent:** Thursday, March 17, 2016 6:45 PM  
**To:** @Eugene PDD PPV  
**Subject:** Regarding the possible return of Uber, Lyft, and other ride sourcing services.

Hello!

My name's Justin, and I'm a resident over in Springfield, OR.

I'm hoping to see Uber and Lyft welcomed back to the general area, as it would help those of us who need first mile or last mile connections where LTD doesn't serve frequently, and for those of us who cannot or will not touch the local taxi services, it provides an option that we can use.

On ground rules, all I ask is that neither Uber nor Lyft be allowed to drive their fares into the ground. Sure, they can opt to be a little less expensive than taxi services, but when Uber is allowed to drive the prices down over and over again, it forces any competition that isn't a taxi service to lower their costs to compete, but this hurts the drivers on both Uber and a competing platform. This is something I've witnessed first hand in Tampa, FL. as a passenger and then a driver: Uber announces a price drop, then Lyft follows up to match. Repeat until the good drivers leave as the money they would earn wouldn't even be minimum wage in the state of Florida.

Set a floor for how low the fares can go, and drivers for these services will thank you (disclosure: I'm a former Lyft driver in the Tampa Bay area of Florida).

With these ride sourcing services present in my previous city of residence, I find that it encourages the current taxi services to actually improve on their service level and offerings to the public.

This is also a thing I have witnessed in Tampa: The major companies in the area started rolling out newer vehicles instead of older Ford Crown Victorias, added in-car credit card readers, and started to enforce safety inspections on the vehicles.

I eagerly await the return of these services. After waiting an hour on Christmas night for an Oregon Taxi to arrive with a warped rim and a check engine light on (engine misfire, multiple coils, very audible), I'm really, really eager for competition to show up.

Thank you for your time,

Justin Hobley

H

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**From:** Michael Johnson <mjohnson\_j9@hotmail.com>  
**Sent:** Thursday, March 17, 2016 4:11 PM  
**To:** @Eugene PDD PPV  
**Subject:** Uber

"The proposal would require the companies in Eugene to undergo car safety inspections once a year and show proof of driver certification. The background checks will be done through the Eugene Police Department."

Uber does their own background checks, which are very in depth. Driving record, sex offender registry, criminal record. It is very thorough. Why change the platform that is in existence? How do they do it in Portland where Uber has been a unbelievable success? Uber will not return, article said ride sharing companies were consulted regarding changes to regs. Really? Did everybody try & reinvent the wheel when Red Box showed up? No & Hollywood video went away. Progress is good. Eugene community & students want Uber. Do you know how many students used Uber to go downtown, Valley River, Sushi bars, tanning shops, etc? They don't take a cab believe me.

Michael Johnson  
541-231-8070  
Sent from my Gold iPad

H

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**From:** Joy Martin <joyambermartin@gmail.com>  
**Sent:** Monday, March 14, 2016 6:06 PM  
**To:** @Eugene PDD PPV  
**Subject:** Uber and lyft

I love uber please bring it to Eugene. Lyft as well. I used uber all the time in California and it was safe, I inexpensive and reliable.  
Joy Martin

## H

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**From:** BEGNAUD Randi N  
**Sent:** Monday, March 14, 2016 4:23 PM  
**To:** @Eugene PDD PPV  
**Subject:** RE: Updated Public Passenger Vehicle Rules Open for Public Comment

### Specifically in sections

#### R-3.345-C and R-3.345-D

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**From:** @Eugene PDD PPV  
**Sent:** Thursday, March 10, 2016 10:47 AM  
**To:** @Eugene PDD PPV <ppv@ci.eugene.or.us>  
**Subject:** Updated Public Passenger Vehicle Rules Open for Public Comment

Thank you for your participation last year in providing input and feedback on the first draft of updates to Eugene's public passenger vehicle administrative rules. The feedback we received on the draft proposed rules in November was helpful and several changes were made including:

- **Frequency of mechanical inspection.** Mechanical inspections will be required annually, rather than every six months.
- **Top light requirement.** Only hailable vehicles added after April 1, 2016 must have a top light wired to illuminate when available for passengers and to turn off when not available.

The proposed rules are now ready to move on to the formal public comment period. From March 13 to March 28 comments on the proposed rules can be submitted to [PPV@ci.eugene.or.us](mailto:PPV@ci.eugene.or.us) or mailed to:

Public Passenger Vehicle Program  
Building & Permit Services Division  
99 West 10th Avenue  
Eugene, Oregon, 97401

Comments received during this time will be added to the public record and will help inform any further revisions to the rules that will be considered by the City Manager. Final rules are expected to be approved later this spring. The [full text](#) and a [summary](#) of the changes are available on the City's website [www.eugene-or.gov/ppv](http://www.eugene-or.gov/ppv).

Thank you again – we appreciate your interest and participation.

H

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**From:** BEGNAUD Randi N  
**Sent:** Monday, March 14, 2016 4:22 PM  
**To:** @Eugene PDD PPV  
**Subject:** RE: Updated Public Passenger Vehicle Rules Open for Public Comment

Hi!

After reading through this there is no mention on the permitting process for TNC's and Vehicle for hire for the Airport.

The airport requires that all taxicabs, shuttles, and vehicle for hire (TNC's) be permitted with an airport permit and an AVI tag to be able to operate out here.

Thanks

Randi Begnaud

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**From:** @Eugene PDD PPV  
**Sent:** Thursday, March 10, 2016 10:47 AM  
**To:** @Eugene PDD PPV <ppv@ci.eugene.or.us>  
**Subject:** Updated Public Passenger Vehicle Rules Open for Public Comment

Thank you for your participation last year in providing input and feedback on the first draft of updates to Eugene's public passenger vehicle administrative rules. The feedback we received on the draft proposed rules in November was helpful and several changes were made including:

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Thank you again – we appreciate your interest and participation.

**H**

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**From:** J Hayward <papermaker1@gmail.com>  
**Sent:** Monday, March 14, 2016 3:35 PM  
**To:** @Eugene PDD PPV  
**Subject:** UBER

Hello,

Sure would be nice to bring Uber back to Eugene.

I refuse to take a local cab for he following reasons:

1. They are usually dirty inside and out.
2. The last cab I took the cab driver did not wear a seat belt and ours did not work.
3. More more difficult to hail than using the Uber app.

Thanks for letting me have a little input.

Regards, John

H

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**From:** kovash tim <tkovash@yahoo.com>  
**Sent:** Monday, March 14, 2016 10:51 AM  
**To:** @Eugene PDD PPV  
**Subject:** Uber benefits

Hello,

I would like to keep this simple. Uber is a great, great product with many benefits.

The biggest benefit is the ability it has to lessen the risk of DUI's. Here are a few web links to read that show proven data to show that point.

PPV@ci.eugene.or.us

<http://www.madd.org/media-center/press-releases/2015/new-report-from-madd-uber.html>

[http://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=2557612](http://papers.ssrn.com/sol3/papers.cfm?abstract_id=2557612)

There are countless other benefits to allow Uber to operate in Eugene, but it seems simply looking at the DUI reducing factor should give enough credit and validity to its cause.

Uber is used around the world, so one would think we can make it somehow work here in Eugene.

Thanks,  
Tim Kovash (hoping for safer roads)

H

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**From:** Steve Martin <neonsteve@hotmail.com>  
**Sent:** Monday, March 14, 2016 9:50 AM  
**To:** @Eugene PDD PPV  
**Subject:** Allow Uber and Lyft to Operate

I would like to request that Uber and Lyft be allowed to operate in the Eugene and Springfield areas. I love driving and it would be an excellent form of employment for me. Thank you.

Steve Martin  
Eugene, OR  
(805) 300-9944

**H**

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**From:** Chad Anderson <superduperawesomeman@gmail.com>  
**Sent:** Saturday, March 12, 2016 12:43 PM  
**To:** @Eugene PDD PPV  
**Subject:** Ride Sharing Rules

To Whom It May Concern -

I was interested in the new proposed rules. I do have an idea of my own on how to meeting everyone's needs.

Thanks

Chad Anderson

Sent from my iPhone

**H**

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**From:** Mindi Lawlor <mindilmg@gmail.com>  
**Sent:** Saturday, March 12, 2016 10:02 AM  
**To:** @Eugene PDD PPV  
**Subject:** Uber in Eugene

To Whom It May Concern:

I would like to express my strong support for Uber in Eugene. I use Uber in every other mid to large size city I visit. It is affordable, fast, safe and easy to use. The people of Eugene deserve choices for transportation.

Please do the right thing and allow Uber and other similar services in the city of Eugene.

Thank you for the opportunity to provide input.

Sincerely,  
Mindi Mitchell  
1342 Roundup Drive  
Eugene, OR 97401

Sent from my iPhone

**H**

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**From:** Wesley Bryant <wesleywbryant@icloud.com>  
**Sent:** Saturday, March 12, 2016 2:30 AM  
**To:** @Eugene PDD PPV  
**Subject:** Uber & Lyft Comments

To the Public Passenger Vehicle Program,

I am emailing you today to express my support in the legislature allowing companies like Uber and Lyft to operate within the City of Eugene.

Uber was recently operating within Eugene to much success allowing locals to invest in their community by providing affordable and responsible transportation.

Uber and Lyft have both been working in many cities across the nation to much success. Allowing these companies into our community will only increase revenue, business, and the safety of our own people.

Uber and Lyft have provided thousands of transports for a wide variety of reason up to and even including safe transports to those who are intoxicated.

Both Uber and Lyft screen their drivers extensively allowing only the safest cars with the safest drivers to transport customers.

I really hope the City of Eugene allows this transition as it has been a long supported business. Even our own community members have expressed interest either vocally or through petition.

I look forward to your decisions!

Wesley Bryant

H

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**From:** Juliann Johnston <jjohnston@webertacobells.com>  
**Sent:** Friday, March 11, 2016 8:38 PM  
**To:** @Eugene PDD PPV  
**Subject:** Bring Uber back to Eugene

To Whom It May Concern,

As a current Eugene resident, I truly believe Uber is a necessity to our community. Uber technology is easy for all to use, convenient, and a great asset. Often times I find myself struggling to find a taxi or having to wait forever just to get ahold of a local company. With Uber you know exactly where the car is and the arrival time. You can check the fare beforehand and with the use of google maps I always feel safe while in route. With Uber's standards you know you are getting into a clean, newer car. I even know the make and model before it arrives. I feel as though Uber is safe, reliable and a Eugene must have!

#ubereugene

Thank you for your time, I hope you take my email into consideration.

Sincerely,  
Juliann J.

Sent from my iPhone

**H**

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**From:** Denise Beins <denise.beins@gmail.com>  
**Sent:** Friday, March 11, 2016 8:05 PM  
**To:** @Eugene PDD PPV  
**Subject:** Uber

Yes I'd love uber in Eugene. I use it when traveling.

Sent from my iPhone

H

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**From:** Garrett Nelson <garrettnelson328@icloud.com>  
**Sent:** Friday, March 11, 2016 7:54 PM  
**To:** @Eugene PDD PPV  
**Subject:** Über

Hi, I am a citizen of Eugene. Please let über run in Eugene. It's only fair to the citizens of Eugene to let us choose who we want to use for transport. Über is also an environmentally conscious choice (using über takes many cars off the road). It may seem unfair to the taxi companies, but in reality they run a large monopoly in Eugene.

Sent from my iPhone

H

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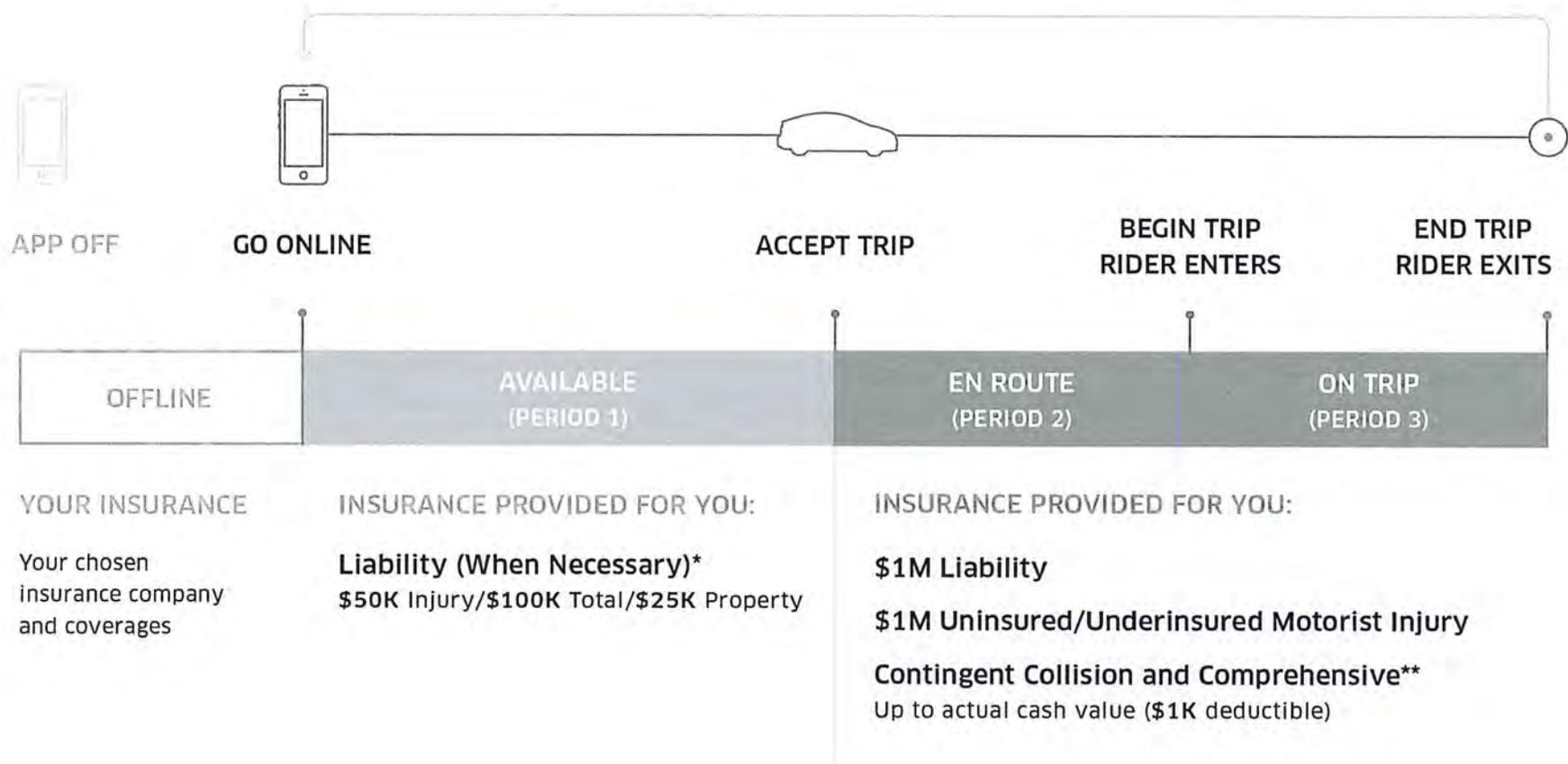
**From:** Krista Neill <krista.neill@icloud.com>  
**Sent:** Friday, March 11, 2016 7:49 PM  
**To:** @Eugene PDD PPV  
**Subject:** Please bring Uber back!

I often used Uber to avoid the scary situations that can arise from taking a cab alone as a woman. I need Uber to get a safe ride home. When I need a ride now I risk a lot by taking a cab or walking at night. Please bring them back.

Thank you!  
Krista Neill

Sent from my iPhone

# INSURANCE FOR RIDESHARE DRIVERS WITH UBER



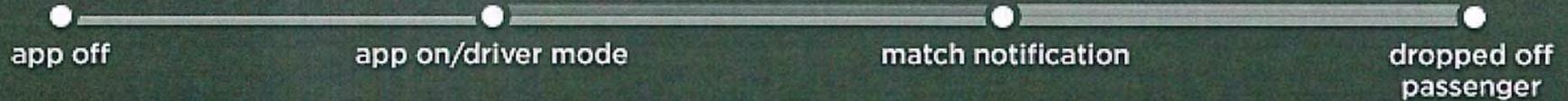
\* We maintain automobile liability insurance on your behalf if you do not maintain applicable insurance of at least this amount.

\*\* Pays for damage to your vehicle if you maintain auto insurance that includes collision coverage for that vehicle.

Note: Additional coverage will be provided where required by state and local laws. At least this much coverage is provided in all US states for drivers while operating personal vehicles under the transportation network company model.



# Insurance Overview\*



 **Your Personal Policy**

 **Period 1 Contingent Auto Liability**

up to \$50K/person (Bodily Injury)  
up to \$100K/accident (Bodily Injury)  
up to \$25K/accident (Property Damage)

 **Period 2 & 3 Auto Liability & UM/UIM**

up to \$1M/occurrence

 **Period 2 & 3 Contingent Collision & Comprehensive**

up to \$50K/accident (\$2,500 deductible)

\*Please note, coverages may be modified to comply with local regulations and/or state laws. Lyft's policy is not available in New York state.