



# 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  
Bob Brew, 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)

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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.

January 21, 2014  
TUESDAY

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6:00 p.m. Executive Session  
Pursuant to ORS 192.660(2)(h)  
Jesse Maine Room

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CALL TO ORDER

ROLL CALL - Mayor Lundberg \_\_\_\_, Councilors VanGordon \_\_\_\_, Wylie \_\_\_\_, Moore \_\_\_\_, Ralston \_\_\_\_, Woodrow \_\_\_\_, and Brew \_\_\_\_.

1. Litigation Likely to be Filed.  
[Mary Bridget Smith/Lauren King] (20 Minutes)

ADJOURNMENT

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6:30 p.m. Work Session  
Jesse Maine Room

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CALL TO ORDER

ROLL CALL - Mayor Lundberg \_\_\_\_, Councilors VanGordon \_\_\_\_, Wylie \_\_\_\_, Moore \_\_\_\_, Ralston \_\_\_\_, Woodrow \_\_\_\_, and Brew \_\_\_\_.

1. Council Goals Check-in.  
[Jeff Towery]

(20 Minutes)

ADJOURNMENT

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

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CALL TO ORDER

ROLL CALL - Mayor Lundberg \_\_\_\_, Councilors VanGordon \_\_\_\_, Wylie \_\_\_\_, Moore \_\_\_\_, Ralston \_\_\_\_, Woodrow \_\_\_\_, and Brew \_\_\_\_.

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT

CONSENT CALENDAR

1. Claims
2. Minutes
  - a. January 6, 2014 – Regular Meeting
3. Resolutions
  - a. RESOLUTION NO. 1 – A RESOLUTION TO ACCEPT CITY PROJECT P21015; 59<sup>TH</sup> AND ASTER DRAINAGE IMPROVEMENTS
  - b. RESOLUTION NO. 2 – A RESOLUTION TO ACCEPT CITY PROJECT P21077; RAINBOW CUL-DE-SAC REPAIR.
4. Ordinances
5. Other Routine Matters
  - a. Approve the Purchase of Police Vehicles for Fiscal Year 2014.
  - b. Approve the Amended Council Operating Policies and Procedures.

**MOTION: APPROVE/REJECT THE CONSENT CALENDAR**

ITEMS REMOVED FROM THE CONSENT CALENDAR

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

1. Solid Waste Hauling.  
[Len Goodwin]

(10 Minutes)

**ORDINANCE NO 1 – AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE “UTILITIES” “GARBAGE AND REFUSE” TO CLARIFY AREA OF SERVICES PROVIDED BY EXCLUSIVE FRANCHISE SOLID WASTE HAULER, AMENDING SECTION 4.404 “HAULING” AND ADOPTING A SEVERABILITY CLAUSE**

NO ACTION REQUESTED. FIRST READING ONLY.

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

**COUNCIL RESPONSE**

**CORRESPONDENCE AND PETITIONS**

1. Correspondence from Bruce Berg Regarding Zoning in the Washburne District.

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

**BIDS**

**ORDINANCES**

**BUSINESS FROM THE CITY COUNCIL**

1. Committee Appointments
2. Business from Council
  - a. Committee Reports
  - b. Other Business

BUSINESS FROM THE CITY MANAGER

1. Property Line Adjustment at the South 18<sup>th</sup> Street City of Springfield Operations Complex.  
[Len Goodwin/Chris Moorhead] (10 Minutes)

**MOTION: AUTHORIZE CITY STAFF TO COMPLETE AN OWNERSHIP TRANSFER OF 1.6 ACRES OF LAND, DEEDED TO THE "CITY OF SPRINGFIELD", TO THE SPRINGFIELD UTILITY BOARD, AS THE SPRINGFIELD UTILITY BOARD IS CURRENTLY OCCUPYING THE PROPERTY.**

**MOTION: AUTHORIZE THE CITY MANAGER TO SIGN THE PLA DEEDS, AGREEMENTS, AND EASEMENTS AS NECESSITATED BY THIS ADJUSTMENT.**

2. Contract Extension for Pre-Scheduled and Inter-Facility Non-Emergent Basic Life Support Ambulance Transports in ASA #5 with Rural Metro of Oregon, Inc.  
[Randall Groves] (05 Minutes)

**MOTION: AUTHORIZE CITY MANAGER TO SIGN A CONTRACT EXTENSION WITH RURAL METRO OF OREGON, INC. FOR PRE-SCHEDULED AND INTER-FACILITY NON-EMERGENT BASIC LIFE SUPPORT AMBULANCE TRANSPORTS IN ASA #5.**

3. Other Business

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 1/21/2014  
**Meeting Type:** Work Session  
**Staff Contact/Dept.:** Jeff Towery/CMO  
**Staff Phone No:** 541.726.3627  
**Estimated Time:** 20 Minutes  
**Council Goals:** Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

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**ITEM TITLE:** COUNCIL GOALS CHECK-IN

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**ACTION****REQUESTED:** Review the update and ask questions or provide direction as the Council desires. No action necessary.

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**ISSUE****STATEMENT:** Last year the City Council conducted a Goal Setting session and established several short term goals. This session provides a progress report for the goals in advance of this year's Goal Setting, scheduled for March 10, 2014.

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**ATTACHMENTS:** Attachment 1 – Council Briefing Memo

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

Council selected the following 10 goals and directed staff to analyze the items for cost, opportunities, hurdles or other ways of approaching the goals listed.

**One Year:**

- Complete an intra-jurisdictional agreement to reduce system development charges to stimulate economic development.
- Explore incentives to encourage annexation of improved area developments just beyond the city boundary.
- Identify two large (50 acres minimum) properties for near-term job development.
- Create a Springfield consortium of public and private interests to market our community.

**Two Year:**

- Hold a city-wide cleanup event twice a year.
- Explore the viability of a local voter's guide for Springfield.
- Move jail and police service off the levy.
- Form a partnership with TEAM Springfield to host a downtown multicultural festival.

**Three Year:**

- Complete a signature milestone in Glenwood such as NEPA process completion, engineering of Franklin Boulevard, or acquisition of right of way for Franklin realignment, etc.
  - Develop long-term plan to phase out mobile home parks in Glenwood by offering replacement housing, counseling, and other options.
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**MEMORANDUM**

City of Springfield

**Date:** 1/21/2014**To:** Gino Grimaldi**COUNCIL****From:** Jeff Towery, Assistant City Manager**BRIEFING****Subject:** COUNCIL GOALS CHECK-IN**MEMORANDUM**

**ISSUE:** Last year the City Council conducted a Goal Setting session and established several short term goals. This session provides a progress report for the goals in advance of this year's Goal Setting, scheduled for March 10, 2014.

**COUNCIL GOALS/****MANDATE:**

Promote and Enhance our Hometown Feel While Focusing on Livability and Environmental Quality

**BACKGROUND:** The Council set several goals and refined them in January and February of last year. The goals, work done to date and current status are provided below.

One Year:

- Explore incentives to encourage annexation of improved area developments just beyond the city boundary. (**Council Direction: A work session will be scheduled to discuss this further**).

Current Status

This item was discussed with Council Leadership in Agenda Review on 10/14/13. No Work Session has been scheduled. The Mayor and Councilor Wylie were supportive of the approach staff outlined to gather information from citizens about annexation. They left it up to staff to decide whether or not to start with one area at a time, or all areas. Council Leadership wanted to make sure those doing the survey have a map of the areas so they can see how the properties fit around those already annexed. They were interested in possible incentives for both residential and commercial properties.

We will provide information about costs to annex; taxes paid and services provided without annexation compared to taxes paid and services provided with annexation. Provide them with a worksheet of costs and timelines. We need to know the gap to appropriately create incentives to address those gaps.

Councilor Wylie would like to know the number of households in the affected areas and the number of those properties on service agreements.

Staff will provide information about the plan in a Communication Packet. While pulling together information for the Communication Packet, staff found a discrepancy in the City Code regarding the requirement to hook up to sewer once annexed and will bring that issue to the Council during an upcoming Work Session.

- Identify two large (50 acres minimum) properties for near-term job development.

#### Current Status

The large property annexation is part of the work being done on the potential expansion of the urban growth boundary (UGB), also known as Springfield 2030. The Council did not request additional information or direct any work in addition to the ongoing project.

#### Two Year:

- Hold a city-wide cleanup event twice a year. (**Council Direction: A work session will be scheduled to discuss this further**).

#### Current Status

A Work Session was held on July 1, 2013. The Council consensus was to concentrate on graffiti abatement. Staff will develop a public private partnership plan intended to enlist a wide variety of volunteers and donors to support cleanup efforts. A program would be designed to identify sites for cleanup with the City acting as a coordinator and perhaps a participant in cleanup efforts. A kickoff event to publicize the program and conduct cleanup is anticipated for September, 2014.

- Explore the viability of a local voter's guide for Springfield. (**Council Direction: A work session will be scheduled to discuss this further**).

#### Current Status

A Work Session was held on November 25, 2013. The consensus of the Council indicated support for a local voters guide with preference for an online version. Based on the discussion and the amount of work to explore, it will likely be the next fiscal or calendar year before this could be ready rather than the 2014 Primary and a thorough review of statutes and requirements will be done prior to determining what should or should not be included.

#### Three Year:

- Complete a signature milestone in Glenwood such as NEPA process completion, engineering of Franklin Boulevard, or acquisition of right of way for Franklin realignment, etc. (**Council Direction: Continue to with current work plan**).

#### Current Status

An update on this project was included in the October 14, 2013 Communication Packet. In July 2012 the City, in partnership with ODOT, hired a consultant team (URS Corporation) to work with the City to complete the required National Environmental Policy Act (NEPA) process for the Franklin Boulevard project. Phase 1 of the project is now complete. The deliverables from Phase 1 included a white paper with the following recommendations:

- Realign the center of proposed improvements to widen equally on both sides of the existing right-of-way.
  - Further design refinements for the four intersections along the corridor (Glenwood
-

Blvd., Henderson Ave., Mississippi Ave. and McVey Hwy.).

- Complete detailed environmental resource documentation.
- Look at how the widths of the various design elements, like travel lanes, can be reduced in an effort to avoid impacts.

Phase 2 of the project is now under contract and work has begun. Phase 2 of the project will include:

- Stakeholder and public involvement which includes but is not limited to:
  1. Development of public involvement and communication plans.
  2. Development of project website & functions (public comments and surveys).
  3. Introduction of project to project area businesses and property owners.
  4. Collection of employment data from area businesses.
- Environmental data collection and analysis for right-of-way, land use and planning, socioeconomics, populations protected by Environmental Justice policies, wetlands and waterways, water quality, biological and threatened and endangered species, air quality, seismic conditions, and hazardous materials.
- An updated conceptual level design of the multi-way boulevard/urban arterial hybrid corridor centered on the existing right-of-way.
- Concept level cost estimates.
- Meeting(s) with FHWA, FTA, Consultant, and City to help determine whether the project will be able to be considered a Categorical Exclusion (Cat-Ex) or if the project will need to proceed under an Environmental Assessment (EA).

As part of the environmental scan, and related to public involvement in this Phase, a letter and a FAQ sheet has been sent out to employers and property owners of those employers in the Franklin NEPA study area to introduce this phase of the project and to gather employment data as part of assessing the project's environmental impacts. A copy of the Project FAQ information sheet is attached.

Phase 2 is expected to wind up by February 2014, including the meeting with FHWA and FTA to determine which NEPA documentation process will be required.

The follow on Phase 3 will complete the required environmental process and public involvement. Phase 1, 2, and 3 of this project is scoped at \$1.2 million and funded by a combination of Federal-Aid Surface Transportation Program - Urban (STP-U), Urban Renewal, Transportation Systems Development Charge, and Lane Transit District funding. Phase 1 of the project was \$46,000 and the cost of phase 2 is \$500,000. A total of \$6 million in construction funding for the project is proposed in the 2013-2015 and 2016 – 2018 Statewide Transportation Improvement Program (STIP), and expected to be approved by the Oregon Transportation Commission (OTC) later this calendar year.

- Develop long-term plan to phase out mobile home parks in Glenwood by offering replacement housing, counseling, and other options. (**Council Direction: Work Session scheduled to discuss this further on February 25**).

### Current Status

As a first step to this project, staff assembled data specific to park demographics in the Glenwood area. This data helps to generate a picture of structure size and ownership by each park, information that will important to understand should a park receive notification of closure. An update was presented to Council during the June 3<sup>rd</sup> Work Session.

Staff then began meeting with area housing advocates to explore ideas regarding outreach to park residents. Advocates expressed caution against extensive outreach with no anticipated closures on the horizon but also expressed a strong desire to partner in any efforts moving forward. During the October 28<sup>th</sup> Council Work Session, staff proposed a partnership with the State of Oregon Housing and Community Services Department and South Willamette Valley Regional Solutions Team which would result in the formation of a statewide working taskforce charged with the responsibility of identifying and defining pertinent issues impacting residents and their needs and solutions.

On November 8<sup>th</sup> at the South Willamette Valley Regional Solutions Team meeting, the Mayor and staff proposed the formation of a task force focused on issues related to mobile home park closures and topics. The proposal was approved, empowering Oregon Housing and Community Services staff to make the project a priority. City and State staff are now working together to assemble this task force and begin meeting regularly.

At this time, no park closures are known or anticipated.

### Council Goals Removed during the February 4, 2013 Council Work Session:

#### One Year:

- Complete an intra-jurisdictional agreement to reduce system development charges to stimulate economic development. **(Council Direction: Leave this to the Development Advisory Committee to continue to discuss and work through, and then bring back to Council at a later date).**

### Current Status

The Development Advisory Committee is actively reviewing a number of issues including methodology for System Development Charges. A Work Session(s) is anticipated for the spring of 2014.

- Create a Springfield consortium of public and private interests to market our community. **(Council Direction: TEAM Springfield goal)**

### Current Status

This goal was reviewed but not selected for further effort by the Team Springfield Joint Elected Officials.

Two Year:

- Move jail and police service off the levy. **(Council Direction: Discuss this during the Budget process and bring back additional information during next year's Goal Setting Session)**

Current Status

The issue was addressed during the Budget Committee process and staff reported that means of eliminating the levies continue to be explored and that reviewing options to find another resource would occur as part of the planning for the next levy renewal in 2015.

- Form a partnership with TEAM Springfield to host a downtown multicultural festival. **(Council Direction: TEAM Springfield goal)**

Current Status

The City worked with Team Springfield and community partners to hold the first El Grito event in Springfield last September. Planning is under way for the 2<sup>nd</sup> Annual El Grito event next year.

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**RECOMMENDED ACTION:** Review the update and ask questions or provide direction as the Council desires. No action necessary.

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 1/21/2014  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Amy Sowa  
**Staff Phone No:** 541-726-3700  
**Estimated Time:** Consent Calendar  
**Council Goals:** Mandate

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:**

COUNCIL MINUTES

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**ACTION**

**REQUESTED:** By motion, approval of the attached minutes.

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**ISSUE**

**STATEMENT:** The attached minutes are submitted for Council approval.

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**ATTACHMENTS:**

Minutes:  
a) January 6, 2014 – Regular Meeting

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

None.

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MINUTES OF THE REGULAR MEETING OF  
THE SPRINGFIELD CITY COUNCIL HELD  
MONDAY, JANUARY 6, 2014

The City of Springfield Council met in regular session in the Council Chambers, 225 Fifth Street, Springfield, Oregon, on Monday, January 6, 2014 at 7:00 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Lundberg.

SPRINGFIELD UPBEAT

1. Children's Bookmark Contest Winners Presentation.

Librarian Emily David presented this item. The Library held a bookmark contest for grades kindergarten through middle school for the past 33 years. This year high school students were added and over 2000 students created original bookmarks and entered the contest. All their designs, about books, reading, libraries or the year's themes, "Fizz, Boom, Read!" and "Spark a Reaction" (teens), were displayed in the children's department of the Library. She distributed bookmarks to the Mayor and Council.

Ms. David introduced the winners and asked them to come up front to be recognized:

- Kindergarten: Ciara Oldham
- 1st grade: Karla Tobon
- 2nd grade: Austin Gibson
- 3rd grade: Hannah Savage
- 4th grade: Devon Doster
- 5th grade: Whitney Murray
- 6th grade: Kate Walkup
- 7th grade: Gavin Cline
- 8th grade – 2 winners:
  - Emma Babcock
  - Leighanna Huston
- 9th grade: Anne Walkup
- 10th grade: Callysta Balcom

Mayor Lundberg acknowledged all of the winning students. She said her son was a bookmark winner when he was 8 years old. He was now 31 years old and she still used his bookmark. She thanked the students for their beautiful bookmarks and the parents for supporting their kids. It was a wonderful statement about reading.

2. Employee Recognition: Paula Guthrie, 30 Years.

This item will be rescheduled to a later date.

### CONSENT CALENDAR

1. Claims

- a. Approval of the November 2013 Disbursements for Approval.

2. Minutes

- a. October 21, 2013 – Regular Meeting
- b. October 28, 2013 – Work Session
- c. November 4, 2013 – Joint Elected Officials (JEO) Work Session
- d. November 4, 2013 – Joint Elected Officials (JEO) Public Hearing
- e. November 4, 2013 – Regular Meeting
- f. November 18, 2013 – Work Session
- g. November 18, 2013 – Joint Elected Officials (JEO) Public Hearing
- h. November 18, 2013 – Regular Meeting
- i. November 25, 2013 – Work Session
- j. November 25, 2013 – Special Regular Meeting
- k. December 2, 2013 – Work Session
- l. December 2, 2013 – Joint Elected Officials (JEO) Regular Meeting
- m. December 2, 2013 – Regular Meeting

3. Resolutions

4. Ordinances

5. Other Routine Matters

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO APPROVE THE CONSENT CALENDAR. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

### ITEMS REMOVED

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

### BUSINESS FROM THE AUDIENCE

1. Jill Winans, President of the Willamette Animal Guild (WAG) – Ms. Winans noted that earlier this year WAG applied for and received a \$50,000 grant to spay and neuter free roaming cats in the City of Springfield. She thanked those in City government who had been helpful in getting this program going. This would do much to address the cat problem. This was the Mayor's program and she thanked Mayor Lundberg and Councilor Woodrow for their hard work on this program. She also thanked Mike Harman from the Police Department who had

also worked hard to make this happen, and City Manager Gino Grimaldi. She asked those in the audience that supported this program to stand. She distributed the WAG newsletter.

Councilor Woodrow thanked Ms. Winans for the amount of time she had put into this program.

2. Charlotte Behm, Springfield, OR. Ms. Behm said she was very excited about this cat program. It was very much needed in Springfield and she hoped Council would support it with approval of the contract tonight. In addition to those at the City, she thanked Norma King for doing an incredible job trapping cats and sticking with this program for so long.
3. Allen Stewart, Franklin Boulevard, Eugene, OR Mr. Stewart said he had been trying to move his rental company into Booth Kelly for about 6 months. He was on the fourth copy of the contract and it continued to be changed. He wasn't sure who he should talk to about this and had worked with different staff members. He asked who he could talk with to get it straightened out so he could move into the building.

Mayor Lundberg said City Manager Gino Grimaldi would speak with him.

Mr. Grimaldi met with Mr. Stewart outside of the Council Chambers.

4. Norma King, Springfield, OR. Ms. King said she was the owner of Action Mower and Equipment Repair. She thanked the Council for helping her be able to do more than she was able to do on her own. There were a lot of cats that needed to be fixed. She appreciated the City working with them and hoped the program went well.

Mayor Lundberg said over the years people had said we needed to do something about this issue. The City had needed to find partners and they were thankful for WAGs and Ms. King for taking this on and making it a program. She also thanked Mike Harman and Brian Austin from the Animal Control Department for their work in getting this program started. They now had a solution for an ongoing issue. She was thankful they were all able to help the community in this way.

5. Rita Castillo, Springfield, OR. Ms. Castillo said she was here to thank the Council for their partnership and WAG getting this together.

Mayor Lundberg noted that Mr. Berg had submitted a request to speak for 10 minutes which was approved.

6. Bruce Berg, Springfield, OR. Copies had been provided to the Mayor and Council by Mr. Berg relating to his testimony. Mr. Berg said the Washburne neighborhood was a bright spot in the City of Springfield showcasing primarily single family homes, some of which dated back to the 1880's. Mr. Berg and his wife had been owners of the historic 1901 Jess Seavey home for over 30 years, been involved with the City on various committees and were co-founders of the Washburne Neighborhood Association. With the recent application to move the historic Jenkins House from Glenwood into the Washburne Historic District at 425 D Street, he and his wife and adjacent neighbors became alarmed because the home could be converted into a duplex. The property in question was primarily surrounded by single family homes with fairly large lot sizes.

When first notified of this move, they were unaware that approximately one-third of the Historic District was zoned Medium Density Residential (MDR), mostly along the western

border. Another third was proposed to become MDR in the proposed Metro Plan. Some historic properties were also being proposed to become Commercial Zone. In reviewing the map, it became clear why there were so many disjointed, unattractive properties in the western area that didn't conform to a true historic neighborhood. Another issue was that the density requirements for MDR were significantly raised by the State from eleven to twenty units per acre to fourteen to twenty-eight units per acre.

Because of the concerns regarding the nature of Springfield's Historic District, he filed an appeal on the Historic Commission's approval to the Planning Commission. Staff felt rather than that appeal, it would be best if Council discussed rezoning this and other historic properties. They were also told by staff it would cost approximately \$50,000 for permits, fees and construction for the new owner of the property at 425 D Street to alter the Jenkins home from a single family home to a duplex. That information from planning staff convinced them to drop their appeal, along with the assurance that this property would be sold as a single family home by one of the applicants, Jim Porter. Mr. Porter did submit a single family building permit and not a duplex. In telling Mr. Porter, who lived in Eugene and fixed up older homes and resold them, their decision to drop the appeal he seemed relieved. But informed of the desire to rezone the lot to Low Density Residential (LDR) prior to him putting it on the market, he expressed his desire to keep it MDR so the next owner could convert it to a duplex. The long-term vision of viability in the Washburne Historic District should be more important than someone's short term financial gain. They felt the current MDR zoning undermined the financial and historical value of the neighborhood and all the neighboring properties around 425 D Street, and reduced the integrity of the entire Washburne Neighborhood.

These issues had brought to light the need to revisit the zoning in the central and western part of the Washburne Historic District. They urged Council to direct staff to look at the appropriateness of MDR zoning and plan designation in the Washburne District so this partly polished gem could be preserved and allowed to shine for decades to come. Every neighbor he approached that was close to the property (425 D Street) expressed disappointment in the dropping appeal, but none wanted a duplex. Once the area was converted to multi-family, the district could become decimated over time. The zoning was changed prior to Washburne being official on the national register, but no zoning changes had been made since 1987. He expressed concern regarding the proposal in the Metro Plan. Those in the neighborhood were concerned the Jenkins House would become a duplex in the future.

Mr. Berg also asked if perhaps staff could look at the current boundaries of the Washburne Historic District. In the letter, they asked that rezoning occur east of 4<sup>th</sup> Street. He noted the homes that were being considered for Commercial zoning and was not sure why they were chosen. They were concerned if rezoning was delayed it would be too late to keep 425 D Street a single family home.

Mayor Lundberg asked Mr. Grimaldi about next steps if Council wanted to look more closely at this.

Mr. Grimaldi said if the Council would like to look at changing some of the MDR to single family, and also look at the borders of the historic district, staff could look into what would be involved and bring back a timeframe for that work. If the timeframe was acceptable to Council, staff would move ahead with that timeframe. If the Council chose to move at a faster or slower pace, staff would make adjustments.

Councilor Ralston asked if the inconsistent buildings were infill.

Mr. Berg said most were done in the 1950's and 1960's before the Washburne Historic District was established. East of 4<sup>th</sup> Street, there were no apartment buildings other than one that was one-story.

Councilor Brew said he was a huge fan of the Washburne Historic District and was also concerned when he heard about the building being moved. The Washburne Historic District was a gem and he was in favor of looking at this in terms of zoning and boundaries.

Councilor Woodrow said this was an opportunity to preserve the history of this city. If it's lost, we never get it back. She would be in favor of doing it as quickly as possible.

Councilor Moore asked what the designation of historic district meant and who established the guidelines.

Mr. Berg said there were a lot of requirements. The Jenkins Home was a historic home that had been modified in Glenwood, but didn't meet the standards in the Washburne Historic District. Expediency was very critical and he would like to see this rezoned in the next six months. Years ago, there was one house on the two lots and now they were trying to put two houses on the two lots, and potentially two duplexes on the two lots.

Councilor Moore asked if the historic designation was part of the zoning.

Mr. Grimaldi said the historic district designation did not affect whether something was single or multi-family. The historic district designation put on an extra layer of requirements and filters as people developed their properties, but did not change the underlying zoning.

Mr. Berg said that was the main reason they dropped their appeal.

Councilor VanGordon said he would like to look at the Washburne Historic District. He agreed that once it was lost, they couldn't get it back. He would be interested in knowing why it was zoned that way in the beginning.

Mr. Berg said it had happened prior to him being on the Planning Commission or City Council.

Mayor Lundberg said the Council wanted to take a look at this as soon as possible. It did make a statement about housing densities for the City. They needed to keep in mind that the City had agreed on higher density and if they didn't apply that to the Washburne Historic District, they may need to apply it elsewhere. The last thing she would want to see was a lot of changes in how they did things. It was legitimate and well worth looking at preserving the Washburne Historic District.

#### COUNCIL RESPONSE

#### CORRESPONDENCE AND PETITIONS

1. Correspondence from Gary McAfee, Regarding High Speed Rail.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO ACCEPT THE CORRESPONDENCE FOR FILING. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

BIDS

ORDINANCES

1. Ordinance Amending Springfield Municipal Code 6.060.

**ORDINANCE NO. 1 – AN ORDINANCE AMENDING SPRINGFIELD MUNICIPAL CODE 6.060 BY ADDING AUTHORIZATION FOR THE CITY TO ENTER INTO AN AGREEMENT WITH PRIVATE OR NON-PROFIT PARKING ENFORCEMENT SERVICE PROVIDERS.**

Senior Management Analyst Courtney Griesel presented the staff report on this item. The Springfield Municipal Code currently stated the Police Department shall enforce parking within Springfield. This code language does not allow the City to contract or partner with other parking enforcement service providers, which limits opportunities for partnerships, potential cost savings, and improved service delivery.

Council was asked to adopt the proposed ordinance in order to allow for the opportunity to contract with certified parking enforcement service providers for the enforcement of parking violations as outlined in sections 6.005 to 6.075.

No immediate fiscal impact was anticipated.

Mayor Lundberg noted that there still were no lines painted for parking spaces downtown and that needed to be done before they started enforcement. The point of enforcement was to keep cars moving and she would like to see some lines painted, perhaps with the Main Street lighting project.

Councilor Brew asked if other cities used private enforcement for parking.

Ms. Griesel said yes, several cities such as Medford, Ashland and some in the Portland area had private entities that provided enforcement. Portland had a parking authority.

Councilor Brew asked about the liability to the City if someone got upset over their ticket.

Ms. Griesel said some of that would be included in the contract. The enforcement agency would also be required by the contract to be a certified enforcement entity. The City would be asking for more than State requirements in terms of how they interacted with citizens.

Mayor Lundberg asked Chief Doney about his experience with a private enforcement company during his years with the City of Medford.

Mr. Grimaldi noted this was Chief Doney's first Council meeting since being appointed.

Chief Doney said the City of Medford had contracted for parking enforcement for about ten years. The agency took care of City parking regulation violations for the parking garage and the on-street parking. He didn't recall any particular problems other than the usual people who got upset over being ticketed. The vendor took a cut from each citation. Contracting out the enforcement was beneficial for the Police Department as it allowed them to focus on other safety concerns.

Councilor Moore asked when the City would be going out for bid.

Ms. Griesel said staff was preparing to advertise for applicants for a Parking Advisory Committee. Staff would bring the appointments for that committee to the Council in April. In the interim, staff would be working with Finance to get the bid packet out. The Parking Advisory Committee would be involved in the recommendation of the enforcement entity. Staff wanted to put it together well in order to allow a variety of organizations to bid. She would work with staff who were looking at the downtown lighting project to get cost estimates to add striping into that project. Staff could come back and provide the cost impacts of adding striping.

NO ACTION REQUESTED. FIRST READING ONLY.

#### BUSINESS FROM THE CITY COUNCIL

##### 1. Committee Appointments

- a. Appointment of the Springfield Chamber of Commerce Nominees to the Lane Workforce Partnership Board.

Assistant City Manager Jeff Towery presented the staff report on this item. The Lane Workforce Partnership requested that Mr. Kubu, nominee from the Springfield Chamber of Commerce, be re-appointed to his position as required under federal regulations. Federal regulations guiding the Partnership required the City of Springfield to appoint from business nominations made by the Chamber of Commerce.

The Lane Workforce Partnership was charged with directing the operation of local employment and training programs funded under the Work Force Investment Act (supplanting the Job Training Partnership Act). Lane Workforce Partnership assisted employers in recruiting and retaining employees, and helped individuals find employment and progress in their careers. They worked with approximately 700 Lane County businesses and served over 16,000 residents annually.

Federal regulations required the City seek nominations from general-purpose business organizations (the Springfield Chamber of Commerce) for business appointments. The appointees must be business owners or managers in Springfield, but need not be City residents.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO RE-APPOINT JON KUBU, DIRECTOR OF TECHNICAL SUPPORT SERVICES AT SYMANTEC, TO THE LANE WORKFORCE PARTNERSHIP BOARD WITH A TERM TO EXPIRE DECEMBER 31, 2016. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

- b. Community Development Advisory Committee (CDAC) Applicant Appointments.

Housing Program Analyst Kevin Ko presented the staff report on this item. The CDAC consisted of six at-large positions from the community, one representative from the City Council and one representative from the Planning Commission. The CDAC advised the City Council on all matters related to the City's housing and community development activities which were funded annually by Community Development Block Grant (CDBG) funds and HOME Investment Partnerships Program (HOME) funds received from HUD. CDAC applications were encouraged from lower-income citizens and residents of lower income neighborhoods, racial and ethnic minorities, senior citizens, disabled individuals and female heads of households. All CDAC applicants must live within the city limits or the urban growth boundary of Springfield.

The three positions available were the result of the expiring terms of Michael Heckard and Hadee Sabzalian, and the appointment of Tim Vos (former at-large member) as the Planning Commission representative. The notice of available positions was posted on September 25, 2013 and applications were accepted through November 1, 2013. Three applications were received. Incumbent Michael Heckard was seeking reappointment to the CDAC. Council reviewed the applications and interviewed each applicant at its work session on November 25, 2013. After the interviews were completed, Council recommended each applicant for appointment to the CDAC.

Staff was requesting that Council formally appoint Christine Stole, Shirley Glover and Michael Heckard to the CDAC.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO APPOINT CHRISTINE STOLE AND SHIRLEY GLOVER TO THE CDAC WITH TERMS EXPIRING DECEMBER 31, 2017. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO RE-APPOINT MICHAEL HECKARD TO THE CDAC WITH A TERM EXPIRING DECEMBER 31, 2017. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

2. Business from Council

a. Committee Reports

1. Councilor Woodrow thanked the City for all of the help and support involved with the parade and having to move it a week ahead. She knew the City was prepared to try to support the parade even in the ice. She appreciated everyone's support and had heard nothing but good response from the community. The Veterans had a great time in the LTD buses during the parade.
2. Councilor Moore thanked Councilor Woodrow for her role in organizing the parade. It turned out to be a perfect day.
3. Mayor Lundberg said it was a great event. She reminded everyone that Thursday, January 9 was the State of the City address and all were invited to attend.

**BUSINESS FROM THE CITY MANAGER**

1. Supplemental Budget Resolution.

**RESOLUTION NO. 2014-01 – A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS: GENERAL, REGIONAL WASTEWATER REVENUE BOND CAPITAL PROJECT, REGIONAL WASTEWATER CAPITAL, SDC TRANSPORTATION REIMBURSEMENT, SDC TRANSPORTATION IMPROVEMENT, REGIONAL WASTEWATER, AND VEHICLE & EQUIPMENT FUNDS.**

Accounting Manager Nathan Bell presented the staff report on this item. At various times during the fiscal year the Council was requested to make adjustments to the annual budget to reflect needed

changes in planned activities, to recognize new revenues, or to make other required changes. These adjustments to resources and requirements changed the current budget and were processed through supplemental budget requests scheduled by the Finance Department on an annual basis.

This was the second of four scheduled FY14 supplemental budget requests to come before Council. The supplemental budget being presented included adjusting resources and requirements in: General, Regional Wastewater Revenue Bond Capital Project, Regional Wastewater Capital, SDC Transportation Reimbursement, SDC Transportation Improvement, Regional Wastewater, and Vehicle & Equipment Funds.

The City Council was asked to approve the attached Supplemental Budget Resolution.

The overall financial impact of the Supplemental Budget Resolution was to increase Operating Expenditures of \$453,511, increase Capital Outlay \$949,732, increase in Capital Projects \$875,858, increase in Debt Payments \$307,147, and approve an inter-fund transfer \$80,000. These were offset by a change in Reserves (\$2,346,248) and new revenue \$320,000.

Mr. Bell discussed the changes with this supplemental budget including a number from MWMC. None of the proposed changes met the 10% threshold requiring a public hearing; therefore, this was not a public hearing.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO ADOPT RESOLUTION NO. 2014-01. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

2. Partnership with Willamette Animal Guild.

Senior Management Analyst Michael Harman presented the staff report on this item. Willamette Animal Guild (WAG) needed an affordable and accessible space to house cats before and after spay/neuter surgeries.

The Police and Development and Public Works Departments were requesting that the City Manager be authorized to sign the attached partnership agreement with Willamette Animal Guild (WAG), allowing the use of space at Booth Kelly to temporarily house free roaming cats before and after spay/neuter surgeries.

With support from the City, WAG had received a \$50,000 grant from PetSmart to pay for the spaying and neutering of feral and free-roaming cats in Springfield. Under the terms of the grant, WAG had committed to spay roughly 1,000 cats per year for each of the next two years.

With Council approval, the City was offering to allow WAG to use the space at Suite 153 at Booth Kelly for \$1 per year each of the next two years. The space would be used to house cats just prior to surgery and during the recovery period for a few days afterwards. No surgeries would be performed on the site. Cats which were adoptable would then be moved to shelters for placement, and those which were unadoptable would be returned to the areas they came from, but would no longer contribute to the overpopulation problem.

This partnership effort would have a significant and positive impact on reducing the numbers of free-roaming cats in Springfield.

Mr. Harman thanked the people at WAG for their hard work in this proposal and the grant. The goal was to spay between 90-100 cats per month over the next two years. This would make a substantial impact on the number of free roaming cats in Springfield. He thanked staff in Development and Public Works for putting the lease agreement together.

Mayor Lundberg said everyone was happy with this.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO AUTHORIZE THE CITY MANAGER TO SIGN A PARTNERSHIP AGREEMENT WITH WILLAMETTE ANIMAL GUILD (WAG) AUTHORIZING USE OF BOOTH KELLY SPACE. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

3. Approve a Sole Source Agreement and a Contract with Seawestern, Inc. for Procurement of Self Contained Breathing Apparatus (SCBA) Equipment.

Fire and Life Safety Management Analyst Jana Sorenson presented the staff report on this item. Self-Contained Breathing Apparatus (SCBAs) were critical equipment for the safety and protection of every line Firefighter and Chief Officer. Springfield currently operated using fifty-two (52) MSA brand SCBA's purchased in June 2004. The expected life of these 'air packs' was 8 – 10 years.

The City of Eugene Fire & EMS replaced their SCBA's in 2012 with MSA air packs similar to the ones used by Springfield, but an updated version, with additional safety features and newer technologies.

The National Fire Protection Association (NFPA) sets industry standards for personal protective equipment, and updates the standards every 5 years. NFPA 1981 – The Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) - defined requirements for SCBA functionality, environmental conditioning, and communications. The 2013 Edition of NFPA 1981 would change the standard currently in force. For Springfield to obtain the exact same equipment Eugene was using (purchased in 2012), it must be shipped by February 28, 2014. After that date, any SCBAs purchased would have to meet the 2013 standard, and would be different than the current Eugene units.

With the merger of the IAFF workforce July 1, 2014, the need for standardized, interoperable equipment – particularly Personal Protective Equipment and communications equipment – was critical. The exact same SCBA equipment throughout Eugene-Springfield Fire Department would be required to implement the workforce transition in July, due to the personal safety factor of operating two different systems.

Sea Western, Inc. was MSA's sole authorized supplier of self-contained breathing apparatus to the Municipal Fire Service Market in Oregon and Western Washington. Per Springfield Municipal Code 2.703(2)(b) a sole source justification was completed.

Existing equipment replacement funds existed to purchase this new equipment. Total replacement cost of 52 air packs was \$207,374.

Ms. Sorenson thanked the Council for approving the supplemental budget which allowed them to make this purchase.

Councilor VanGordon asked if there were other situations that would be coming up in the future that would require buying equipment earlier than anticipated in order to be consistent between departments.

Ms. Sorenson said in terms of the dollar amount, this was actually a cost savings. The supplemental budget also authorized the purchase of portable radios, which was a similar situation to the SCBA equipment. They were pretty much on track with all other equipment. Apparatus would be a different situation.

Councilor VanGordon asked if the timing on equipment would be aligned in the future. Yes.

Councilor Ralston said he was fine with the investment. He asked if there was a secondary market for the used equipment.

Ms. Sorenson said that was a possibility. Some smaller departments could possible use them and staff would pursue that option.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO APPROVE A SOLE SOURCE AGREEMENT AND AUTHORIZE CITY MANAGER TO SIGN A CONTRACT WITH SEAWESTERN, INC. FOR PROCUREMENT OF SCBA EQUIPMENT. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

The meeting was adjourned 7:57 p.m.

Minutes Recorder Amy Sowa

\_\_\_\_\_  
Christine L. Lundberg  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 1/21/2014  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Jeff Paschall/DPW  
Jesse Jones/DPW  
**Staff Phone No:** 726-1674/726-3720  
**Estimated Time:** Consent Calendar  
**Council Goals:** Maintain and Improve  
Infrastructure and  
Facilities

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** ACCEPTANCE OF PROJECT P21015; 59<sup>TH</sup> AND ASTER DRAINAGE  
IMPROVEMENTS

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**ACTION****REQUESTED:** Adopt or reject the following resolution:

A RESOLUTION TO ACCEPT CITY PROJECT P21015; 59<sup>TH</sup> AND ASTER  
DRAINAGE IMPROVEMENTS

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**ISSUE****STATEMENT:** The work on this project has been completed by Wildish Construction Company,  
and final inspection, paperwork, and approval has been completed by City staff.  
The Project is now ready for City Council to formally accept the work.

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**ATTACHMENTS:** 1. Resolution

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

This project completed a piped storm system for the Mountain Gate area drainage.  
A 42 inch stormwater pipe was placed under an open ditched wetlands area that  
lacked capacity to contain and convey flows during large storm events. This lack of  
capacity caused flooding over South 59<sup>th</sup> Street and adjacent private property. The  
project included the following:

- Installation of approximately 380 feet of 42 inch stormwater pipe.
- Installation of one stormwater manhole
- Channel surface restoration

Funding for this project was budgeted in account 440-76443-850191 (S. 59<sup>th</sup> St &  
Aster St Drainage). The construction bid item contract was approved at  
\$73,276.50 and came in at \$73,925.30. This is significantly below the amount  
budgeted for the project.

All work done under this contract has been completed and inspected by the City  
Engineer and found to be satisfactory.

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**RESOLUTION NO. \_\_\_\_\_**

**Acceptance**

WHEREAS, work on the improvement described below has been fully completed and has been duly inspected by the City Engineer of the City of Springfield:

P21015; 59<sup>th</sup> and Aster Drainage Improvements

WHEREAS, said work was found to be in conformance with the terms of the contract now on file in the City Recorder's office; and,

WHEREAS, it is the recommendation of the City Engineer that this improvement project be accepted and permanently included in the improvement maintenance program of the City of Springfield.

NOW THEREFORE BE IT RESOLVED as follows:

- 1) The Common Council of the City of Springfield does hereby accept for future maintenance the above-described project and accepts said improvement from the contractor involved.
- 2) This resolution shall take effect upon adoption by the Council and approval by the Mayor.

Adopted by the Common Council of the City of Springfield, Oregon, this 21st day of January, 2014.

Adopted by a vote of \_\_\_\_ for and \_\_\_\_ against.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED & APPROVED AS  
TO FORM

\_\_\_\_\_  
Joseph J. Leahy  
DATE: January 1, 2008  
OFFICE OF CITY ATTORNEY  
CITY OF SPRINGFIELD

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 1/21/2014  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Jeff Paschall/DPW  
Bob Kettwig/DPW  
**Staff Phone No:** 726-1674/726-4615  
**Estimated Time:** Consent Calendar  
**Council Goals:** Maintain and Improve  
Infrastructure and  
Facilities

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** ACCEPTANCE OF PROJECT P21077; RAINBOW CUL-DE-SAC  
REPAIR

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**ACTION****REQUESTED:** Adopt or reject the following resolution:

A RESOLUTION TO ACCEPT CITY PROJECT P21077; RAINBOW CUL-DE-SAC REPAIR

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**ISSUE****STATEMENT:** The work on this project has been completed by Babb Construction, Inc. Final inspection, paperwork and approval has been completed by City Staff. The Project is now ready for City Council to formally accept the work.

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**ATTACHMENTS:** 1. Resolution

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

The Rainbow cul-de-sac repair was completed with capital funding set aside annually for storm sewer repair projects. This project was identified as an operation and maintenance issue as tree root damage to the curb and gutter caused flooding in this cul-de-sac during rainstorm events. The project included the following:

- Removal and replacement of approximately 150' of curb and gutter.
- Replacement of (4) driveway aprons and 100' of sidewalk.
- Replacement of 351 square yards of asphalt.

Funding for this project was budgeted in account 425-76443-850014 (Storm Sewer Repair). The bid item construction contract was approved at \$33,944.00 and completed for \$34,251.40.

All work done under this contract has been completed and inspected by the City Engineer and found to be satisfactory.

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**RESOLUTION NO. \_\_\_\_\_**

**Acceptance**

WHEREAS, work on the improvement described below has been fully completed and has been duly inspected by the City Engineer of the City of Springfield:

P21077; Rainbow Cul-De-Sac Repair

WHEREAS, said work was found to be in conformance with the terms of the contract now on file in the City Recorder's office; and,

WHEREAS, it is the recommendation of the City Engineer that this improvement project be accepted and permanently included in the improvement maintenance program of the City of Springfield.

NOW THEREFORE BE IT RESOLVED as follows:

- 1) The Common Council of the City of Springfield does hereby accept for future maintenance the above-described project and accepts said improvement from the contractor involved.
- 2) This resolution shall take effect upon adoption by the Council and approval by the Mayor.

Adopted by the Common Council of the City of Springfield, Oregon, this 21st day of January, 2014.

Adopted by a vote of \_\_\_\_ for and \_\_\_\_ against.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

REVIEWED & APPROVED AS  
TO FORM

\_\_\_\_\_  
Joseph J. Leahy  
DATE: January 1, 2008  
OFFICE OF CITY ATTORNEY  
CITY OF SPRINGFIELD

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 1/21/2014  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Tim Doney/Police  
**Staff Phone No:** 726-3729  
**Estimated Time:** Consent Calendar  
**Council Goals:** Financially Responsible and Stable Government Services

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**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:**

PURCHASE OF POLICE VEHICLES FOR FISCAL YEAR 2014

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**ACTION**

**REQUESTED:** Approve the Purchase of Police Vehicles for Fiscal Year 2014

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**ISSUE**

**STATEMENT:** Each year the Police Department replaces patrol cars and other police vehicles which have served their useful life. In 2014, five patrol vehicles and three ISB vehicles are ready for replacement for the Police Department.

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**ATTACHMENTS:**

Attachment 1- Memo in support of FY2014 Police Vehicle Replacements

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**DISCUSSION/  
FINANCIAL  
IMPACT:**

Please see the attached memo. The Police Department is requesting approval to purchase:

Four Patrol vehicles at a cost not to exceed \$31,000 each, for a total of \$124,000, one unmarked Patrol Vehicle assigned to the DUII Officer \$27,500, and three unmarked vehicles for the Investigations Bureau (ISB) at a cost not to exceed \$26,500 each, for a total of \$79,500. The total expenditure for these eight vehicles will not exceed \$231,000.

Purchases for all vehicles will be made off the State purchasing contract, therefore no bid process is required. The Department continues to replace the patrol fleet as the Ford Crown Victoria's are no longer available. During each of the last two years, the Department has purchased Chevy Caprice PPV's. In FY15 the Department will purchase four Ford Interceptor SUV's. The Traffic Vehicle will be an unmarked Chevy Caprice PPV designed for the DUII Enforcement program.

The three unmarked vehicles for ISB will be selected from a list of pickup trucks and sedans available through the State contract.

All eight vehicles are due under the normal replacement schedule and are budgeted for in the Fund 713 replacement schedule for this fiscal year.

Following past practice, the Police Department wishes to inform the Council of this purchase due to the dollar amount involved.

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**MEMORANDUM**

City of Springfield

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**Date:** 1/13/2014  
**To:** Gino Grimaldi **COUNCIL**  
**From:** Tim Doney, Police Chief **BRIEFING**  
**Subject:** FY 2014 Police Vehicle Replacements **MEMORANDUM**

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**ISSUE:** The Police Department is requesting approval to purchase replacement vehicles in FY14 as part of the normal replacement cycle.

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**COUNCIL GOALS/****MANDATE:**

Financially Responsible and Stable Government Services

Experience has proven that the cost of maintaining older fleet cars exceeds the costs of replacing them on a normal schedule.

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**BACKGROUND:**

Each year the Police Department replaces patrol cars and other police vehicles which have served their useful life. Experience has proven that the cost of maintaining older fleet cars exceeds the costs of replacing them on a normal schedule. In a typical year, the Police Department will replace four or five patrol cars, and one or two unmarked vehicles.

For Fiscal Year 2014, the Police Department budgeted for five patrol vehicles, and intends to purchase four Ford SUV's for Patrol cars and one unmarked patrol vehicle for the Traffic Team. All five of the units are due for replacement on the normal replacement cycle.

The three unmarked vehicles for the Investigations unit will replace units which have met or exceeded their expected life. Other unmarked vehicles are currently eligible for replacement, but because there are no significant mechanical issues with them, the Department will not replace them until they are unfit for service. Unlike patrol vehicles, the unmarked units are more likely to exceed their planned and budgeted life expectancy, which helps hold down future contributions necessary to keep the replacement fund healthy.

All of the vehicles on the schedule are at or beyond their expected useful life and their replacement is consistent with past practice.

There are sufficient funds in Fund 713 associated with each of the vehicles, and although the overall cost for replacing police vehicles is trending upwards, the overall Vehicle Replacement Fund for police vehicles remains healthy.

The total cost for all eight vehicles will not exceed \$231,000.

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**RECOMMENDED ACTION:** Approve the planned purchase of replacement vehicles for FY14.

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 1/21/2014  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Gino Grimaldi/Amy Sowa  
**Staff Phone No:** 541.726.3700  
**Estimated Time:** Consent Calendar  
**Council Goals:** Mandate

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** COUNCIL OPERATING POLICIES AND PROCEDURES AMENDMENT

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**ACTION REQUESTED:** By motion, approve the amended Council Operating Policies and Procedures.

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**ISSUE STATEMENT:** The Springfield Charter states “*Section 12. Operating Procedures and Policies. The Council shall approve and maintain operating procedures and policies annually.*” Amendments to the Council’s operating policies and procedures document require approval by a two-thirds vote of the members of Council present.

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**ATTACHMENTS:** Attachment 1: Council Operating Policies and Procedures with Amendments  
Attachment 2: Springfield Charter Page 8, Section 12.

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**DISCUSSION/  
FINANCIAL  
IMPACT:** Clarifying amendments were made in Section VIII(3) regarding the mileage reimbursement process which was amended in February 2013. A paragraph on mileage reimbursement was moved from subsection 3.2 to 3.5.3, with additional language removed from 3.5.3 that conflicted with current practice.

Further amendments were made in the following Sections:

- Section III (7) – Order of Business: Addition of “Mayor’s Recognition” under Springfield Upbeat (per Mayor’s request)
- Section IX (3) – Appointing Board, Commission, Committee and Task Force Members (per Council direction at the September 23, 2013 Work Session) :
  - ✓ Amend 3.8) regarding interviews required for appointments by the Council.
  - ✓ Add 3.10) regarding appointment of people already serving on another governing body
  - ✓ Add 3.11) regarding appointment of people to more than one board, commission or committee

Staff is asking for formal approval by Council under the Consent Calendar.

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**SPRINGFIELD CITY COUNCIL  
OPERATING POLICIES AND PROCEDURES**

**SECTION I - AUTHORITY**

(1) These operating procedures and policies are established and adopted under the authority granted in the Springfield Charter, Chapter IV, Section 12.

**SECTION II - OFFICERS OF THE COMMON COUNCIL**

(1) At the first regular meeting of the Council in January of each odd-numbered year, the Council shall elect one of its members as President of the Common Council. The duties of President shall be those specified in the City Charter and any others expressly directed herein.

(2) The City Manager, City Recorder, and the City Attorney are hereby entitled to seats with the Common Council.

**SECTION III - REGULAR MEETINGS OF THE COMMON COUNCIL**

(1) Location

1.1) The regular meetings of the Common Council shall be held in the Springfield City Hall, Council Chamber, 225 Fifth Street. Changes of location must be in accordance with City Code Section 2.050.

(2) Time

2.1) The regular meetings shall begin at 7:00 p.m. on the first and third Mondays of each month, except when that day falls on a legal holiday in which event the Council shall meet on the next following regular business day at the same time and location. If advised by the City Manager or when approved by the Mayor or three members of the council, special meetings may be scheduled. Regular meetings may be canceled sometime during the months of June, July and August in order to provide a time for summer recess, and during the months of December and January to provide a time for a winter recess.

(3) Mayor and Councilor Attendance

3.1) Councilors are expected to attend all Council work sessions and regular meetings; however, when it is necessary for a Councilor to be absent from any meeting of the Council, Councilors are expected as a matter of courtesy to notify either the Mayor or the City Manager's Office of their planned absence. The City Charter provides that the position of Mayor or a Council member becomes vacant upon an incumbent's unexcused absence from four consecutive regular Council meetings (Springfield Charter Section 19(10)). Regular meetings are defined in the Springfield Municipal Code Section 2.055 as meetings held on the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month. However, if the Councilor is doing his or her job in representing the electorate, attendance at both work sessions and regular meetings is necessary.

3.2) Excused absences from Council meetings include:

3.2.1. Death in the family

3.2.2. Illness

3.2.3. Family emergency

3.2.4. Scheduled vacation, however Councilors are encouraged when possible to schedule vacations during scheduled council recesses.

3.2.5. On city business.

3.2.6. Other absences as excused by the Mayor and three members of the council.

3.3) A Councilor who is unavailable in person may participate in work sessions and regular meetings by conference phone if approved by the Mayor and three members of the council. If telephonic participation is approved, the Councilor would be considered in attendance and would not be absent.

#### (4) Public Meetings

4.1) All meetings of the Council or the Boards, Committees, and Commissions of the City shall be open to the public and in conformance with Chapter 192, Oregon Revised Statutes, Public Meetings.

#### (5) Council Agenda

5.1) Matters to be considered by the Council at its regular and adjourned meetings shall be placed on an agenda to be prepared by the City Manager from the following materials:

5.1.1. All items considered by the Council from work sessions which require official action of the Council.

5.1.2. All items directed by the Mayor or a member of the Council to be listed on the agenda. Items recommended for discussion by the Mayor require approval of the Council President. Items recommended by the Council President require approval of the Mayor. If agreement is not reached, Council consensus is required in order to add the item to the agenda.

Items recommended for discussion by a Council member require approval of the Mayor and Council President. If agreement is not reached, Council consensus is required in order to add the item to the agenda.

5.1.3. All items deemed appropriate by the City Manager.

5.1.4. All items which are required by law to be presented to the Council.

5.2) The Council may also consider any other item, proposed by the Mayor, a member of the Council or the City Manager, not included upon the written agenda.

5.3) Items appearing on the Council agenda shall be assigned a time limit and the Mayor shall hold discussion to within the time limit, unless the consensus of the Council is to extend the time limit until an issue or item is discussed and resolved.

#### (6) Correspondence, Petitions, Etc.

6.1) Correspondence, petitions or other written material which concern items which are or may be on the agenda may be submitted to the City Manager's Office at any time, but will only appear on the agenda if received by 12 noon of the Wednesday preceding the Council meeting for which it is intended. The City Manager may withhold any such item from the agenda so that he/she may have an appropriate study made of the issue, question or request being made. Any material submitted without the author's name and address may be put on the Council agenda, but will not normally be accepted by the Council. Under normal situations, if the Council desires, substantive matters arising under "Correspondence and Petitions" or "Business from the Audience" will be referred to the City Manager for study.

(7) Order of Business

7.1) The order of business of the Council meetings, unless the Mayor with the consent of a majority of the Council shall otherwise direct, shall be as follows:

I - Call to Order

II - Roll Call

III - Pledge of Allegiance

IV - Springfield Upbeat

a. Mayor's Recognition

b. Other

V - Consent Calendar

a. Claims

b. Minutes

c. Resolutions

d. Ordinances (Second readings)

e. Other Routine Matters

VI - Items Removed From the Consent Calendar

VII - Public Hearings

a. Consideration of ordinances or resolutions related to public hearings.

VIII - Business From the Audience (Limited to 20 minutes total.)

IX - Council Response

X - Correspondence and Petitions

XI - Ordinances (First readings and emergencies)

XII - Bids

XIII - Business From the Council

a. Committee Appointments

b. Committee Reports

c. Other Business

XIV - Business From the City Manager

XV - Business From the City Attorney

XVI - Other Business

XVII - Adjournment

(8) Recesses and Adjournment

8.1) The Mayor may recess regular meetings of the City Council for approximately 10 minutes at approximately 8:30 p.m. The meeting will normally adjourn by 10:00 p.m. except upon vote of a majority of the Council members present to extend the meeting to a time certain or until an issue or item is discussed and resolved.

(9) Agenda and Supportive Material to the Public

9.1) The City Manager shall provide copies of all public records to any person so requesting that material, in compliance with Chapter 192, Oregon Revised Statutes, Public Records. A nominal fee for the material may be charged based upon the cost of copying plus a reasonable administrative charge based on actual cost.

9.2) Paper or electronic copies of the supportive agenda material will be available to the media, and upon request, to members of the public at the time distributed to the Council, except for those items exempt from disclosure under the Oregon Public Records Law (ORS 192.500~~1~~). Exempt items, except as hereinafter stated, will nonetheless, normally be included unless the City Manager affirmatively determines that the public interest would suffer by disclosure, that the interest in frank internal communications in the particular case outweighs the public interest in disclosure; or that, upon consultation with the City Attorney, the public records law affirmatively requires non-disclosure. In accordance with the law, matters concerning land acquisition, labor negotiations, and litigation will not be disclosed in advance of the meeting at which they are considered.

9.3) In the event a request is made for the electronic records of any Council member and the Council member is unavailable to provide that access in a timely manner, staff from the City Manager's Office shall notify the Council member that the City will provide the requested electronic records subject to review by the City Attorney's office for any applicable exemptions under Oregon Public Records Law. The Mayor and remaining Councilors shall also be notified of the request.

(10) Presiding Officer

10.1) The Mayor shall have the power to call meetings of the Council and shall preside over the deliberations of the Council which the Mayor attends and vote only in case of a tie.

10.2) The President of the Council shall preside over the meetings of the Council and perform the duties of Mayor when the Mayor is absent from a Council meeting or the Mayor is unable to function as Mayor. The President of the Council shall not lose a vote while presiding, but shall not gain an additional vote by reason of presiding.

10.3) In the absence of the Mayor and the President, if a quorum of the Council is present, the senior member of the Council shall preside over the meeting as President Pro-Tem. If there is no one senior member of the Council, Council shall choose, by vote, a President Pro-Tem to preside at that meeting.

10.4) The Council President or the Council President Pro-Tem, while serving as presiding officer, may move, second, and debate from the chair, subject only to the limitations of debate as are imposed on all members and shall not be deprived of any of the rights and privileges of a Councilor by reason of acting as presiding officer.

(11) Appeal Hearings

11.1) Appeals may be filed before the City Council on the action of any appointed body of the Council or staff as provided in the appropriate Code section governing such actions. In the absence of any procedures, an appeal must be filed within 10 days of the action.

11.2) All appeal hearings before the City Council shall be scheduled as soon as possible after the Council is notified of the appeal, allowing sufficient time for providing the required public notices.

(12) Enactment of Ordinances

12.1) The procedure and requirements for the enactment of ordinances shall be as provided in the Charter and in Section 2.105 of the Springfield Code. The Assistant City Manager or their designee will read ordinances by title only unless otherwise requested by Council.

12.2) As provided in Section 2.105, the reading of an ordinance is considered to have taken place by it being placed on the Council agenda. Ordinances without the emergency clause will appear on the Council agenda at two consecutive regular meetings. Ordinances containing an emergency clause are considered to have received two readings by being placed on the Council agenda at a single meeting. The Council may, by motion, remove the emergency clause in any ordinance. In all cases, each councilor's vote shall be recorded for every ordinance.

**SECTION IV - CONDUCT AT COUNCIL MEETINGS**

(1) The conduct of all meetings of the Council or of any committee appointed by it shall be governed by Roberts' Rules of Order, Revised, unless otherwise provided.

(2) The Council will be clear and simple in its procedures and the consideration of matters coming before it. It should avoid invoking the finer points of parliamentary rules which may serve only to obscure the issues and to cause audience or citizen misunderstanding of or misapprehension about actions taken at the meeting.

(3) The City Attorney is designated as parliamentarian for the Council. Questions of parliamentary rules may be referred, through the presiding officer, to the City Attorney for interpretation. However, the final ruling rests with the presiding officer.

(4) Except as provided for in paragraph 5 below, the President of the Council should ordinarily present all main motions on business to come before the Council. The second may come from any member. All members may, however, present motions when appropriate.

(5) Motions on bids and claims shall ordinarily appear on the consent calendar. However, the Chair of the Finance and Judiciary Committee of the Council may review bids and claims prior to the adoption of these matters.

(6) It is the policy of the Common Council of the City of Springfield to ensure an informed public, aware of the deliberations and decisions of this body and its sub-bodies, and of the information upon which decisions were made. It is further the policy of the City of Springfield that those decisions be arrived at openly. With the exception of items approved on the consent calendar, the Mayor and Council members shall be willing to explain the rationale for each vote during the Council meeting.

#### SECTION V - COUNCIL WORK SESSIONS

(1) The City Council may have work sessions at which they shall have discussion on topics of importance to them. The work sessions shall normally be held on the second and fourth Monday of each month beginning at 5:30 p.m. and may also occur on the first and third Monday at 6:00 p.m.

1.1) The Council shall meet at the same location as the regular Council meeting, unless otherwise provided by notice.

1.2) The agenda for the work session shall be prepared by the City Manager from items:

- a. All items directed by the Mayor or any member of the Council to be listed on the agenda.
- b. All items deemed appropriate by the City Manager.
- c. Business from the Council pertaining to committee reports and other business.

1.3) Work sessions of the City Council will normally adjourn by 10:00 p.m. except upon consent of a majority of the Council members present to extend the meeting to a time certain or until an issue or item is discussed or resolved.

1.4) No regular work sessions shall be scheduled on the fifth Monday of any month or on the fourth Monday during December. If advised by the City Manager or when approved by the Mayor or three members of the council, special work sessions may be scheduled. Work sessions may also be canceled sometime during the months of June, July and August in order to provide a time for summer recess, and during the months of December and January to provide a time for a winter recess.

1.5) Decisions made and actions taken at the work session are informal and must be ratified at a subsequent regular meeting.

#### SECTION VI - COUNCIL EXECUTIVE SESSIONS

(1) All Executive Sessions of the Common Council shall be called and conducted in accordance with Chapter 192, Oregon Revised Statutes.

(2) No Executive Session may be held for the purpose of taking any final action or making any final decision. Final actions and final decisions must be done in open, public meetings of the Council.

(3) Executive session attendance shall be determined by the Mayor (as the presiding officer) or the Council. The City Manager may select staff members to be present who have a demonstrable

need for attendance. Members of the news media are exempted from the provisions of this section.

## SECTION VII - CONDUCT AT COUNCIL MEETINGS AND WORK SESSIONS

(1) Responsibility for Order. The presiding officer of the Council shall be responsible for ensuring that order and decorum are maintained during all meetings of the Council, and shall be responsible for assigning to the Sergeant-at-Arms his or her duties and station.

1.1) The Chief of Police or a designated representative shall be the Sergeant-at-Arms.

1.2) Sergeant-at-Arms shall be present at all regular and adjourned meetings and work sessions of the Council.

1.3) The Sergeant-at-Arms shall have the responsibility to maintain order and to enforce the rules of conduct as directed by the presiding officer.

(2) Order and Decorum

2.1) Any of the following shall be sufficient cause for the Sergeant-at-Arms to, at the direction of the presiding officer, remove any person from the Council Chamber or City Hall, for the duration of the meeting:

2.1.1. The use of unreasonably loud, disruptive or profane language.

2.1.2. The making of loud or disruptive noise.

2.1.3. The engaging in violent or distracting action.

2.1.4. The willful damage of furnishings or of the interior of the Council Chamber or City Hall.

2.1.5. The refusal to obey any of the rules of conduct provided within this Section, including the limitations on occupancy and seating capacity.

2.1.6. The refusal to obey an order of the presiding officer or an order issued by any Council member which has been approved by a majority of the Council members present.

2.1.7. Any conduct which obstructs the work or the conducting of business of the Council.

2.2) Before the Sergeant-at-Arms is directed to remove any person from the meeting hall for conduct described in subparagraph 2.1, that person shall be given a warning by the presiding officer to cease that conduct.

2.3) If a meeting is disrupted by members of the audience, the presiding officer or a majority of the Council members present may order that the Council Chamber or City Hall be cleared.

(3) Flags, Signs, Posters

3.1) No flags, posters, placards, signs or animals, unless authorized by the presiding officer, may be carried or placed in the Council Chamber, or any meeting hall in which a public

hearing is being held. This restriction shall not apply to armbands, emblems, badges or other articles worn on personal clothing or individuals, provided that such devices are of such a size and nature as not to interfere with the vision or hearing of other persons at the meeting, and providing that such devices do not extend from the body in a manner likely to cause injury to another.

(4) Picture Taking and Filming

4.1) The taking of photographs in the Council Chamber or City Hall shall be allowed except when done in violation of paragraph 2, No. 7.3 or 7.4 of this Section.

(5) Limitations on Public Debate

5.1) Time for testimony by members of the audience at public hearings or any Council meeting at which the public is invited or allowed to address the Council may be limited for each speaker and for each subject by the presiding officer or by majority vote of the Council. In the interest of time, persons addressing the Council shall limit their remarks to three minutes or less. A person may request 10 minutes to address the Council if the request is made to the City Manager's Office by 12 noon of the Wednesday preceding the Council meeting for which it is intended. Any additional time on the agenda must be approved by the Mayor.

5.2) All questions and discussions by members of the audience shall be directed to the presiding officer.

5.3) Directed discussion between members of the audience and Council members or city employees shall be permitted only at the discretion of the presiding officer.

5.4) Persons desiring to speak to the Council shall complete a "Request To Speak" card which is provided at regular Council meetings and shall give it to the City Recorder. The presiding officer will recognize those persons submitting the card first and may then recognize others in the audience.

5.5) All public testimony at regular sessions and work sessions, except at public hearings, shall be under the agenda item, "Business from the Audience" unless specifically permitted by the Mayor.

5.6) All persons addressing the Council shall do so from the podium after first having loudly and clearly stated their name and address. When speaking at public hearings, persons shall confine their comments to the issue under consideration.

5.7) For land use matters, the order of testimony shall be as prescribed by law. For all other matters, testimony shall be given in the order Request to Speak cards are received.

(6) Seating Capacity and Safety Requirements

6.1) The safe occupancy and seating capacity of the Council Chamber as determined by the Fire Marshal shall be posted within the Council Chamber. The limitations on occupancy and seating capacity so determined and posted shall be complied with at all times.

6.2) Aisles shall be kept clear at all times and persons shall not obstruct the doorways.

(7) News Media

7.1) The provisions of this Section shall not be construed to prevent news media representatives from performing their duties so long as the manner of performance is not unreasonably disruptive of the meeting.

7.2) Representatives of news media organizations utilizing electronic recording equipment shall use the recording jacks made available in the Council Chamber for that purpose. Those persons shall not approach the Council table for the purpose of recording without permission of the presiding officer.

7.3) Persons using television or video tape equipment shall set up such equipment and remove the equipment in such a manner as to cause no disruption or distraction in the meeting. The placement of video equipment shall be allowed anywhere in the Council Chamber with the exception of the Council platform.

7.4) Persons using still cameras may take photographs from anywhere in the Council Chamber. Only one photographer may be on the Council platform at a time; additionally, while photographing from the Council platform, photographer will be discouraged from using automatic film advancing devices or flash units.

#### SECTION VIII - MISCELLANEOUS CITY COUNCIL POLICIES AND PROCEDURES

(1) Members of the City Council requesting a legal opinion from the City Attorney may do so directly provided the Mayor is aware of the inquiry or to the City Attorney at any official meeting of the Council.

(2) The Mayor and City Council member shall refrain from using staff time and incurring unnecessary cost to the City.

(3) Authorization is needed from the Mayor prior to a Council member taking a trip and incurring expenses on City-related business.

To receive authorization for attendance at a training or conference (with the exception of the League of Oregon Cities Conference) the Council member will fill out a "Training Request" form which will include the following information:

- Name of Council member making request
- Date of request
- Name of training/conference
- Date and time of training/conference
- Location
- Cost to attend
- Purpose of training/conference and the benefit to the City

Once completed by the Council member, the form will be delivered to the City Manager's Office who will forward it on to the Mayor for review. The Mayor will then decide whether or not to approve the expense. The form shall be submitted in advance of the training/conference allowing an adequate amount of time for the Mayor to review and staff to process registration paperwork.

At the beginning of each fiscal year, the Mayor and Council President will develop a schedule of major trips to be incurred by the Mayor and Council during that coming fiscal year.

3.1) The Mayor and Council members are encouraged to request reimbursement for actual expenses incurred in their duties as elected officials. Two methods of reimbursement are available for expenses incurred related to city business. See Section 3.2.

The following expenditure categories qualify for reimbursement:

- a) Out of town travel expenses including mileage, meals and lodging (not included in automatic reimbursement process).
- b) Long distance telephone costs (if not issued a city cell phone or cell phone stipend).
- c) Additional cellular phone costs related to calls made regarding City of Springfield business (if not receiving a cell phone stipend or use of a city cell phone).
- d) Postage
- e) Local mileage and meal expense (not included in automatic reimbursement process).

\* None of the above items may be paid for by the City in connection with elections or campaigning for a specific office.

### 3.2) Reimbursement Process.

- a) The Mayor and Council may submit receipts or documentation for reimbursement, related to city business, as needed.
- b) Monthly Automatic Payments. The Mayor and Council may receive automatic payments for cell phone and internet services

~~The Mayor/Council will be provided with a monthly travel report template which they may use to document their mileage, or they may create their own document listing mileage to and from meetings or events they attend in their capacity as an elected official. Once the mileage report is submitted by the Mayor/Council member, and approved (see subsection 3.3 for approval process) the payment will be processed and sent directly to the Mayor/Council member's home.~~

3.3) The Mayor will review and approve expense claims submitted by Council members. The Council President should review and approve expenditures made by the Mayor.

3.4) The City should purchase office supplies for the Mayor and City Council. Such purchases should, when practical, occur through the normal City purchasing procedures.

3.5) Cellular Telephone and Internet. The Mayor and Council may receive a stipend for cellular and/or internet services, for City business, or the City may provide a cellular phone with service, for City use only. The Mayor and Council also have the option of receiving neither.

3.5.1 Internet Services: The Mayor and Council may receive a stipend for internet services. Reimbursement will be at the rate of \$40.00 per month. This amount may be re-evaluated at any time staff or council leadership deems review is necessary (e.g., rate increases).

Policy Guidelines are applicable as noted in (1) City of Springfield Administrative Regulation No. 16, Acceptable use of email, retention; and (2) State Archives Division guidelines regarding email and retention. Your email

system may be subject to review by someone in the event of a public records request to determine what can be disclosed.

3.5.2 Cellular Telephone: The Mayor and Council can be provided with a city cell phone, for city use only. The phone is purchased by the city and the monthly plan fees are processed directly through the city, by the service provider.

A secondary option for the Mayor and Council is to use their own cell phone rather than a city issued telephone. A stipend in the amount of \$45 per month is available for use of personal cell phones. The amount may be re-evaluated at any time staff or the council leadership deems review is necessary (e.g., rate increase).

3.5.3 Mileage Reimbursement: Mileage reimbursement will be based on the IRS approved rate.

The Mayor/Council will be provided with a monthly travel report template which they may use to document their mileage, or they may create their own document listing mileage to and from meetings or events they attend in their capacity as an elected official. Once the mileage report is submitted by the Mayor/Council member, and approved (see subsection 3.3 for approval process) the payment will be processed and sent directly to the Mayor/Council member's home.  
~~The City Manager's Office will create individual reports for the Mayor and Council members. Each report will be configured to calculate mileage from the elected official's home, to meeting destination, round trip. The report will include:~~

- ~~a) Annual Council Meetings.~~
- ~~b) Annual Budget Committee Meetings~~
- ~~c) Board, Committee and Commission meetings assigned to the elected official.~~
- ~~d) The Mayor and Council members may contact the City Manager's Office staff to add any other meetings they attended as a representative of the city. The elected official will provide the details regarding the meeting title/date/location.~~

(4) The Mayor and City Council member shall, if at all possible, notify other members of the Council and the Mayor if they initiate a press conference relating to city business or policy prior to its occurrence. The Mayor or Council member shall also clarify what, if any, official capacity they are representing when speaking to the press.

(5) It shall be incumbent upon members of the Common Council to become familiar with public records and public meetings law, Chapter 192, Oregon Revised Statutes.

(6) The Mayor and Council often receive requests for a letter of support or opposition on a particular issue. These requests should be addressed as follows:

6.1) If a Councilor is being asked to provide the letter as an individual Councilor or simply as a citizen, they may choose to forward the request to the other Councilors for their input before submitting their response or providing the letter; however, it is not required.

6.2) If the request is asking for a position by the entire Council, the following steps must be taken:

- a) The Councilor receiving the request provides a copy of the request letter to the City Manager and Mayor, providing comments or opinions regarding the request if desired.
- b) Council leadership reviews the request during the next available Agenda Review meeting and proposes a recommended response to the City Manager.
- c) The Council President and/or the Mayor notify remaining Council members of the request and the proposed response, and ask for any objections or comments.
- d) The proposed response letter is brought to the next Council meeting by the City Manager with any objections or comments for discussion. Council makes a motion to approve/approve with changes/or not approve the response letter.
  - If the letter is unanimously approved by the Council as written or as amended, it is signed by the Mayor on behalf of the Council.
  - If the letter is approved by the majority of the Council as written or amended, but not unanimously, the letter will list the number of 'yes' and 'no' votes and any abstentions, listing the respective Councilors' names be each of the votes.
- e) If approved, the final letter will be sent out by staff on City letterhead, with a copy retained for the file.
- f) If Council chooses not to submit a response letter, a Councilor (preferably the one receiving the original request) will contact the requestor to let them know the Council does not wish to take a position on the matter. This would not preclude a Councilor from taking a position as an individual Councilor or citizen.

6.3) The Council shall not take any position on quasi-judicial land use matters which will be considered by the Planning Commission or City Council.

(7) Council may choose to authorize the purchase of flowers in circumstances where a community member or a member of the community member's family has died.

- a) The cost of the flowers will have a not to exceed amount of \$50 and will be sent on behalf of the Mayor and Council.
- b) In lieu of flowers, a donation could be made on behalf of the Mayor and Council, with a not to exceed amount of \$50 to a non-profit organization with a 501 (c)(3) designation.

## SECTION IX - COUNCIL BOARDS, COMMISSIONS, COMMITTEES AND TASK FORCES

(1) Establishing City Boards, Commissions, Committees and Task Forces.

1.1) Springfield's boards, commissions, committees and task forces provide an invaluable service to the City. It is because of their detailed study, action and recommendations that many successful City programs exist today. Effective citizen participation is an invaluable tool for local government.

1.2) Boards, commissions, committees and task forces originate from different sources. Some are established by State statute, Charter provision, or ordinance. Others are established by

direction of the City Council or the Mayor. It is Council discretion as to whether or not any advisory body should be set forth in the Code by ordinance.

1.3) Springfield's boards, commissions, committees, and task forces bring together citizen viewpoints which might not otherwise be heard. Persons of wide-ranging interests who want to participate in public service but not compete for public office may choose to be involved in advisory boards, commissions, committees and task forces instead. These bodies also serve as a training ground or stepping stone for qualified persons who are interested in seeking elected public office. They also help fulfill the goals of the City's adopted Citizen Involvement Program to have an informed and involved citizenry.

1.4) As Springfield boards, commissions, committees and task forces have been formed and reformed throughout the years, the adoption of uniform rules of procedure has become necessary to assure maximum productivity. The following policies govern the City's boards, commissions, committees and task forces. Some of these advisory groups may have more specific guidelines set forth by ordinance, resolution, by-laws or, at times, State law.

## (2) Structuring Boards, Commissions, Committees and Task Forces

2.1) Every board, commission, committee or task force, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by the Mayor and City Council to determine its effectiveness. This statement of purpose is made available to all citizen members when they are appointed.

2.2) Unless otherwise provided by state law, the size of each board, commission, committee or task force is determined by the Mayor for Mayor's committees and task forces including those specified by Charter and by the Council for Council boards, commissions and committees. The size is related to its duties and responsibilities. Another determination to be made prior to formation is the cost impact for staffing a proposed board, commission, committee or task force.

2.3) At the first regular meeting in January following a November general election, the Mayor appoints City Councilor liaison members to certain City boards, commissions, committees and task forces. If the Council is in disagreement, however, they may overrule appointment if it is a Council representative. The City Councilor liaison member is responsible for coordinating with the respective City Council liaison designated by the board, commission, committee, or task force to establish a regular communication channel between the City Council and the respective board, commission, committee or task force.

2.4) A complete list of members of the City's various boards, commissions, committees and task forces is available in the City Manager's Office. It will be updated and provided to the Mayor and City Council members upon request.

## (3) Appointing Board, Commission, Committee and Task Force Members: Definitions, Nomination and Appointment.

3.1) Council Subcommittees - Three Councilors: Council subcommittees appointed by the Mayor. Consists of three members of the Council and may include other citizen representation. Judiciary  
Finance  
Legislative

3.2) Council Boards, Commissions, Committee: Boards, commissions and committees of the Council or as required by Federal or State law. Nominated by the Mayor or Council, appointed by the Council.

3.3) Mayor's Committees/Task Forces: Committee or task force nominated and appointed by the Mayor to carry out a particular project or task. The Mayor may request Council to accept as a permanent committee at such time deemed necessary or dissolve the committee or task force. The term would be for the completion of the particular project or task.

3.4) Intergovernmental Committees: Boards, commissions and committees formed as a joint effort of more than one government agency. Many of these committees are through cooperative agreement. Others are by Council or staff choice to represent the City of Springfield. Nominated by the Mayor or Council and appointed by the Council.

3.5) Other Ad Hoc Committees/Task Forces: The Council may nominate and appoint certain ad hoc committees or task forces to carry out a particular project or task. The term would be for the completion of the particular project or task.

3.6) Council- Officially Recognized- Neighborhood Groups: Springfield Code, Section 2.650, sets forth a procedure to be used for formation of neighborhood groups to be officially recognized by the City Council.

3.7) Vacancies on boards, commissions, committees or task forces shall be filled as needed throughout the year as vacancies occur. Notice of vacancies shall be faxed or emailed to media throughout the community and may also be publicized by display ad placed in the local newspapers. [All vacant positions will be publicized as widely as practical throughout the community.] All persons interested in being considered for appointment to any of the City's various boards, commissions, committees and task forces shall submit an application, on a form provided, to the City Manager's Office prior to formal consideration by the Council.

3.8) ~~All applications will be reviewed by the City Council at a work session. No recommendation from staff is necessary, although a recommendation from the particular board, commission, committee or task force subject to the recruitment is necessary when interviews are not conducted by the City Council.~~ The Mayor and Council will hold formal interviews of applicants for positions on the Budget Committee, ~~Historic Commission~~, Planning Commission and Metropolitan Wastewater Management Commission. A recommendation from these bodies is not necessary although they may have a representative present to participate in the interview process. For all other positions, the respective board, commission and committee shall present their top one or two candidates to the City Council. The Council will then hold formal interviews for the top candidate(s).

The process for appointments shall be as follows:

- a) For instances when interviews are required, the Mayor and Council will meet for interviews at a work session. The council is provided with an agenda item summary packet that contains standard questions to ask candidates. Prior to interviews, additional questions may be developed by the Mayor and Council at the direction of the Council President or Mayor.
- b) Each candidate will be asked the same set of questions during the interview, however questions may also be asked to follow up on an interview question or to clarify information in the application.

c) Following the interviews, the Council will discuss the candidates and attempt to arrive at an appointment by consensus. If the Council cannot reach consensus, then a written vote will be taken. If a tie vote occurs, the Mayor will vote to break the tie. If multiple vacancies exist, the appointments will be made one at a time and the vacancy with the longest outstanding term shall be appointed first.

~~d) For instances when interviews are not required, the candidate's applications shall be reviewed by the appropriate board, commission, committee or task force and a recommendation shall be forwarded to the City Council for review at a work session for decision on appointment.~~

~~e)d)~~ The appointment will be ratified at the following regular meeting.

~~f)e)~~ City staff will call the candidates with the outcome of the appointment and follow-up letters of appointment and thank you will be sent with the Mayor's signature.

3.9) Unless appointees are representatives of other requested Springfield public agencies, or otherwise noted in bylaws for specific expertise or residency requirements, all persons appointed shall be residents or property owners within Springfield. All appointees must also be registered voters, with the exception of student appointees.

3.10) When possible, the Council will not appoint people currently serving on another governing body.

3.11) When possible, the Council will appoint people to serve on one City board, commission or committee only.

~~3.12)~~ Unless otherwise provided by law or Council approved bylaws, citizen positions on boards, commissions, committees or task forces shall be for four-year, overlapping terms of office with no individual allowed to be appointed to more than two consecutive full terms. One may re-apply after being off a board, commission, committee or task force for one year.

~~3.13)~~ There shall be no designation or appointment of alternate voting members.

~~3.14)~~ Newly appointed members will receive a briefing by the board, commission, committee or task force chairperson or staff liaison regarding duties and responsibilities of the members of the body. This will include a review of the conflict of interest laws for members of the Planning Commission or any commission or committee dealing in land use decisions.

#### (4) Dissolving Boards, Commissions, Committees and Task Forces

4.1) Unless otherwise provided by law, the appointing authority may dissolve any board, commission, committee or task force that, in their opinion, has completed its working function.

#### (5) Board, Commission, Committee and Task Force Operating Policies

5.1) All meetings of boards, commissions, committees and task forces that are formed to make a recommendation to the Council are subject to public meetings laws of the State of Oregon.

5.2) Unless otherwise provided by law, the number of meetings related to business needs of the board, commission, committee or task force may be set by the individual body. Notices of all meetings, including date, time, place and principal subjects to be discussed will be published in accordance with the public meetings laws of the State of Oregon.

5.3) For those boards, commissions, committees or task forces having bylaws, all by-laws and amendments will be approved by the Mayor and/or Council.

5.4) The chairperson or staff liaison (if assigned) will be responsible for the agenda of all meetings of boards, commissions, committees and task forces. They will also assure that minutes are kept of all meetings in accordance with the public meetings laws of the State of Oregon.

5.5) All appointees serve at the pleasure of the appointing authority. A position shall be vacated by the Council when the appointee has two or more consecutive unexcused absences from the board, commission or committee meetings in any twelve consecutive month period.

5.6) A quorum for conducting business is a simple majority of the membership of the board, commission or committee.

5.7) All members of advisory bodies should be aware of the need to avoid any instance of conflict of interest. No individual should use an official position to gain a personal advantage. Additionally, certain public officials are required to file "Statements of Economic Interest" with the Oregon Government Ethics Commission by April 15 annually (ORS Chapter 244). In Springfield, this currently applies to the following:

Mayor and City Council  
Planning Commission  
Springfield Community Development Board

Others:  
Springfield Utility Board  
Municipal Judges  
City Manager

Further information about filing requirements may be obtained through the City Recorder.

5.8) Unless specifically directed by the City Council to state the City's official position on federal, state or county legislative matters, no lobbying before other elected bodies or subcommittees thereof will be undertaken by members of boards, commissions, committees or task forces. An individual member is free to voice a position on an issue as long as it is made clear that he/she is not speaking as a representative of the City of Springfield or as a member of his/her board, commission, committee or task force.

#### (6) Communicating with the Mayor and Council

6.1) Each year, each board, commission, committee or task force shall designate one member to serve as liaison with the City Council. The board member liaison shall coordinate with the City Councilor liaison to establish regular communication regarding upcoming City Council meeting agenda items and of Council decisions that are of interest to these advisory bodies.

6.2) Board member liaisons, particularly, and members of advisory bodies, in general, are encouraged to attend City Council meetings to keep abreast of Council actions. Board

member liaisons are responsible for attending Council meetings when input from the respective board, commission, committee or task force is requested. Such meeting attendance will be coordinated by the City Councilor liaison.

6.3) The Mayor and City Council will transmit referrals for information or action through the City Council liaison member responsible for that particular board, commission, committee or task force. Boards, commissions, committees and task forces transmit findings, reports, etc., to the Mayor and City Council through their board member liaison. Such transmittals of information shall be coordinated between the City Councilor liaison and the board member liaison.

6.4) The board member liaison for the Arts Commission, Historic Commission, Library Board, and Police Planning Task Force shall be responsible for scheduling a joint meeting of the respective board and the City Council every two years. The board member liaison for the Planning Commission shall be responsible for scheduling a joint meeting with the City Council annually.

6.5) Boards, commissions, committees and task forces that do not have City Councilor liaison members will transmit findings, reports, etc. to the Mayor and City Council through the City Manager's Office as needed. These advisory boards, commissions, committees and task forces will be informed of City Council actions that are of interest to them through the City Manager's Office.

6.6) While the City staff's role is one of assisting the boards, commissions, committees or task forces, City staff members are not employees of that body. City staff members are directly responsible to their department director and the City Manager.

6.7) Boards, commissions, committees and task forces will channel any budget request to the City Council through the City Manager consistent with the yearly budget preparation calendar. Boards, commissions and committees will receive copies of the City of Springfield's approved operating budget each year upon request.

\*\* These policies shall supersede contrary provisions of any previous resolutions or adopting by-laws of the various boards, commissions, committees or task forces and shall be controlling policies for any subsequently adopted board, commission, committee, or task force operational documents until such time as expressly repealed, modified, or overruled.

## SECTION X - AMENDMENTS AND ADDITIONS TO OPERATING PROCEDURES AND POLICIES

(1) Unless otherwise superseded by law, any part of these operating procedures and policies may be temporarily suspended by a two-thirds vote of those members of the Council present and voting.

(2) These operating procedures and policies may be permanently amended at any meeting at which prior notice of the proposed change was provided to each member of the Council. A two-thirds vote of those members of the Council present and voting is needed to effect an amendment or an addition to these operating procedures and policies.

Adopted by the Common Council on ~~February 4, 2013~~ January 21, 2014.

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Mayor

ATTEST:

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City Recorder

Springfield Charter

**CHAPTER IV. POWERS AND DUTIES OF MAYOR AND COUNCIL**

**Section 12. Operating Procedures and Policies.** The Council shall approve and maintain operating procedures and policies annually.

**Section 13. Quorum.** A majority of the Council constitutes a quorum for its business, but a smaller number of the Council may meet and compel the attendance of absent Councilors in a manner prescribed by the Council's rules.

**Section 14. Meetings.** The Council shall meet regularly at least once a month in the City at a time and public place that the Council's rules designate. The Council may meet otherwise in accordance with the rules, which the Council shall adopt by Ordinance for governing its members and proceedings.

**Section 15. Record of Proceedings.** The Council shall cause a record of its proceedings to be kept and authenticated in a manner that it prescribes.

**Section 16. Powers and Duties of the Mayor.** The Mayor is the Chief Elected Officer of the City. The Mayor shall:

- (1) Preside over the deliberations of the Council;
- (2) On behalf of the Council after consultation with the Council President, identify and oversee the timing of issues to come to the attention of the Council;
- (3) Vote only in case of a tie;
- (4) Deliver an annual message to the Council at the start of each calendar year, including the condition of the City, financial and otherwise and recommend such measures for the peace, health, improvement and prosperity of the City as may be deemed expedient;
- (5) Approve or disapprove all Ordinances as prescribed in Chapter IX Ordinances;
- (6) Appoint members of Committees as prescribed by the Council Operating Procedures and Policies;
- (7) Sign such contracts and governmental agreements as directed by the City Council; and
- (8) Appoint special mayoral committees on matters of City-wide concern.

**Section 17. Council President.** At its first meeting in January after this Charter takes effect and thereafter at its first meeting in January of each odd-numbered year, the Council shall appoint a President from its Councilors. The Council President shall function as Mayor when:

- (1) The Mayor is absent from a Council meeting, or
- (2) The Mayor is unable to function as Mayor.

The President of the Council shall not lose a vote while presiding, but shall not gain an additional vote by reason of presiding.

**Section 18. Vote required.** Except as Sections 11, 13, 18, 20, 31 and 32 of this Charter provide otherwise, the express concurrence of a majority of the Council present when a quorum of the Council is present decides a question before the Council.

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 1/21/2014  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Len Goodwin, DPW  
**Staff Phone No:** 726-3685  
**Estimated Time:** 10 minutes  
**Council Goals:** Provide Financially Responsible and Innovative Government Services

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**ITEM TITLE:** SOLID WASTE HAULING**ACTION REQUESTED:** Conduct a Public Hearing and First reading of the following Ordinance: AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE "UTILITIES" "GARBAGE AND REFUSE" TO CLARIFY AREA OF SERVICES PROVIDED BY EXCLUSIVE FRANCHISE SOLID WASTE HAULER, AMENDING ECTION 4.404 "HAULING" AND ADOPTING A SEVERABILITY CLAUSE**ISSUE STATEMENT:** Should the Council adopt Municipal Code changes that extend Sanipac's exclusive trash hauling authority to property as it annexes to the City of Springfield in conformance with current practice?**ATTACHMENTS:** 1.: Draft ordinance**DISCUSSION/  
FINANCIAL  
IMPACT:** In 1969, Council adopted Municipal Code 4.404 which created an exclusive franchise for solid waste hauling within the city limits. An exclusive franchise was and is seen as a benefit to the citizen and the city as a whole. Sanipac was chosen as the solid waste hauler and a franchise agreement was put in place. In 1969, to create an easy transition to a solid waste exclusive franchise the code allowed existing competing haulers to continue operations, allowing them to compete until Sanipac won over the customers. At that time the city had a history of large scale annexations, until approximately 1985.

Since that time the typical annexation has been much smaller, a single property or just a few infill properties, or of undeveloped property. For some time, Sanipac has routinely approached owners of occupied properties as they annex and added them as customers. This practice has continued without objection either from the City or from affected property owners. Given the lack of dissatisfaction with the current practice, and the Council's policy with respect to annexation, it seems prudent to continue the practice and conform the Municipal Code to that practice. Proceeding in the fashion contemplated by the Code provisions would probably lead to greater confusion and would benefit neither the citizen nor the efficient provision of service.

A draft ordinance prepared by the City Attorney is attached. This subject was reviewed at a work session on January 13, 2014 and Council directed staff to present the ordinance for a public hearing and first reading.

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ORDINANCE NO. \_\_\_\_\_ (GENERAL)

**AN ORDINANCE AMENDING THE SPRINGFIELD MUNICIPAL CODE "UTILITIES" "GARBAGE AND REFUSE" TO CLARIFY AREA OF SERVICES PROVIDED BY EXCLUSIVE FRANCHISE SOLID WASTE HAULER, AMENDING SECTION 4.404 "HAULING" AND ADOPTING A SEVERABILITY CLAUSE**

The City Council of the City of Springfield finds that:

WHEREAS, to establish exclusive franchise solid waste hauler services for all property within the city limits; and

WHEREAS, solid waste service operated by the exclusive franchisee regularly engaged in the solid waste, and recycling removal and processing is limited to City of Springfield city limits; and

NOW, THEREFORE, THE CITY OF SPRINGFIELD DOES ORDAIN, AS FOLLOWS:

Section 1: Section 4.404 "Hauling" of the Springfield Municipal Code is hereby amended in Section 4.404(2) to read as follows:

"(2) The provisions of this section prohibiting the hauling, carrying or disposing of garbage and refuse other than by the collector of garbage refuse, shall apply to the boundaries of the city as they existed on February 10, 1969, and to any areas hereafter that may be annexed to the city as of the effective date of annexation.

(a) No person shall be considered as actually providing garbage collection service to customers unless such service is actually being furnished on a regular basis to permanent businesses, industries and/or occupied residences located within any area involved.

(b) All of the provisions of this article pertaining to collection service and applying to the collector of garbage and refuse and including but not limited to rates, shall also apply to any licensee under this section."

Section 2: **Severability Clause.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held 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 3: **Effective Date of Ordinance.** 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 \_\_\_\_\_, 2013, by a vote of \_\_\_\_ for and \_\_\_\_ against.

APPROVED by the Mayor of the City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Recorder

REVIEWED & APPROVED  
AS TO FORM  
*JOSEPH J. LEAHY*  
DATE 8/27/13  
OFFICE OF CITY ATTORNEY

January 6th, 2014

To the Springfield City Council:

The Washburne Neighborhood is a bright spot within the City of Springfield, showcasing primarily single family homes, some of which date back to the 1880's.

We have been owners of the historic 1901 Jess Seavey home for over 30 years, have actively been involved with the City on various committees and were co-founders of the Washburne Neighborhood Association.

With the recent application for moving the historic Jenkins home from Glenwood to the Washburne Historic District at 425 D Street ~~in the~~, my wife and I, and the adjacent neighbors, became quite alarmed. Not because a historic home was being moved to our neighborhood, but because it could be converted into a duplex. (The property in question is primarily surrounded by single family homes with decent lot sizes, see attached images that was given to you.)

Until we wrote our letters, we and our adjacent neighbors were unaware that approximately a third of the historic district is zoned Medium Density Residential (MDR) along the western border (see attached map) and another third is zoned LDR but designated for MDR in the new Metro plan, additionally some single family homes are also inappropriately zoned Commercial in the Metro plan as well. After we reviewed the map, it became clear why there are so many disjointed and unattractive properties in the western area that really don't conform to a true historic neighborhood.

A second issue that we all were unaware of is that the density requirement for MDR was significantly raised last year by the State of Oregon. It went from 11-20 units per acre to 14-28 units per acre.

Because of the concern that the nature of Springfield's National Historic District was under assault, we filed an appeal. (Copies of the appeal are included).

In discussing this issue with Springfield planning staff, they felt that rather than an appeal, it would be best left to the City Council to consider rezoning this and other historic properties. We were also told by staff that it would cost around \$50,000 for permits, fees and construction for for the applicant or new owner of the property at 425 D Street to alter the moved Jenkins building from a single family home to a duplex.

This data convinced us to drop our appeal, along with the assurance that this property was going to be sold as a single family home by one of the Jenkins House remodel applicants (Jim Porter), and the submitted single (not duplex) family building permits.

In telling Mr. Porter (a Eugene resident who fixes up older broken down homes and then resells them) our decision, he appeared relieved. When informed him of our desire to rezone the lot to LDR prior to him putting it on the market, he then expressed his desire to keep it MDR so whoever buys it can convert it to a duplex. The long term vision and viability of the Washburne Historic District should be more important than someone's short term financial gain.

We feel the current MDR zoning undermines the financial and historic value of neighboring properties and reduces the integrity of the entire Washburne neighborhood.

These issues have brought to light the need to revisit the zoning in the western part and central of this National Historic District. With the Metro Plan, about 2/3rds of the district is zoned MDR, a death sentence for this neighborhood.

Because the property at 425 D street will probably be on the market by this June, we hope that after hearing from staff, that the Council would quickly rezone, both the current and the future Metro Plan, all those properties east of 4<sup>th</sup> street that are not currently commercial or medium density residential to low density residential. I would be willing to act as a liaison to the neighborhood if desired and would like to be notified about the staff recommendation before it comes before you.

We need this partly polished gem to be preserved and allowed to shine for decades to come.

Sincerely,

Bruce & Sherri Berg

448 D Street

Springfield OR 97477

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 1/21/2014  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Len Goodwin/DPW  
Chris Moorhead/DPW  
**Staff Phone No:** X3685/X1011  
**Estimated Time:** 10 Minutes  
**Council Goals:** Maintain and Improve  
Infrastructure and  
Facilities

**SPRINGFIELD  
CITY COUNCIL**

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<b>ITEM TITLE:</b>	PROPERTY LINE ADJUSTMENT AT THE SOUTH 18 <sup>TH</sup> STREET CITY OF SPRINGFIELD OPERATIONS COMPLEX
<b>ACTION REQUESTED:</b>	Authorize City staff to complete an ownership transfer of 1.6 acres of land, deeded to the “City of Springfield”, to the Springfield Utility Board, as the Springfield Utility Board is currently occupying the property. This will be accomplished by the process of Property Line Adjustment (PLA). Authorize the City Manager to sign the PLA Deeds, Agreements, and Easements as necessitated by this Adjustment.
<b>ISSUE STATEMENT:</b>	It has been brought to light that facilities owned and operated by the Springfield Utility Board (SUB), as well as City of Springfield facilities, are occupying land deeded specifically to the “City of Springfield”. It is proposed that a transfer of property to SUB through PLA will correct this occupation and ownership oversight.
<b>ATTACHMENTS:</b>	1. Council Briefing Memorandum and associated maps/documents
<b>DISCUSSION/ FINANCIAL IMPACT:</b>	<p>At the South 18<sup>th</sup> Street complex, there are several City of Springfield and SUB facilities. All of these facilities occupy 2 existing parcels of land, a SUB owned parcel and a City owned parcel. These 2 parcels are also known as Tax Lots 500 (City) and 600 (SUB), of Lane County Assessor’s Map 17-03-36-00. As the parcels boundaries exist today, SUB’s facilities occupy a portion of the City parcel.</p> <p>This situation’s existence is historic in nature. According to SUB records, a Municipal Power Switching Station has existed on the parcel since 1952. A record found in the City Surveyor’s archive shows Municipal Power and City Street Department using the parcel at least as long ago as 1960, as demonstrated on a sketch map of the Springfield Industrial Tract dated Feb. 1960. At present, both the City and SUB desire to correct the ownership of the real property as occupied by each separate agency. City staff has been working with SUB staff to determine the most equitable process to this end. Therefore, it is proposed that a Property Line Adjustment survey is performed which will change the boundaries between the City owned parcel, Tax Lot 500, and the SUB owned parcel, Tax Lot 600. More detail on this process is included within the attached Council Briefing Memorandum.</p> <p>There are no significant financial impacts associated with OPTION 3 recommended by staff, apart from the indirect impacts predicated by (1) the transfer of land from the City to SUB, (2) the changing of maintenance responsibilities for a roadway, and (3) the staff time required to perform the Property Line Adjustment Survey and preparation of associated documentation. The performance of the proposed Property Line Adjustment will result in a transfer of 71,382 square feet (1.6 acres) of City property to SUB. The roadway surface of South 18<sup>th</sup> Street, which is a vacated street, is currently being fully maintained by the City. After performance of the action proposed herein, the new boundary between City and SUB parcels will split the roadway evenly, and the maintenance responsibilities and cost will be split evenly</p>

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# MEMORANDUM

City of Springfield

**Date:** 12/6/2013  
**To:** Gino Grimaldi, City Manager  
**From:** Len Goodwin, DPW Director  
Chris Moorhead, City Surveyor  
**Subject:** PROPERTY LINE ADJUSTMENT AT THE  
SOUTH 18<sup>TH</sup> STREET CITY OF SPRINGFIELD  
OPERATIONS COMPLEX

**COUNCIL  
BRIEFING  
MEMORANDUM**

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**ISSUE:** It has been brought to light that facilities owned and operated by the Springfield Utility Board (SUB), as well as City of Springfield facilities, are occupying land deeded specifically to the “City of Springfield”. It is proposed that a transfer of property to SUB through Property Line Adjustment will correct this occupation and ownership oversight.

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### **COUNCIL GOALS / MANDATE:**

Maintain and Improve Infrastructure and Facilities

In order to effectively maintain, improve, and manage City facilities, the ownership of the underlying land has to be accurately known and managed. In this case, it had been accepted common practice that the City of Springfield and the Springfield Utility Board both have “ownership” of property which is deeded to the “City of Springfield”, and operate facilities and infrastructure that occupy said property. The practice of “sharing” property has become more cumbersome for both the City and SUB, especially when the need to clarify asset management and liability, among other issues, is of importance. Both the City of Springfield and SUB need to actively manage these City owned properties that contain Springfield Utility Board facilities, and ownership should be transferred to the Springfield Utility Board as appropriate, when it is clear that the occupation dictates. This management has been ongoing, in most cases occupation and use is very easy to determine, and when appropriate transfer out of City “ownership” is nearly complete, as many properties have been addressed in the recent past. The property at South 18<sup>th</sup> Street that is the subject of this issue is the first parcel that has been found to be a single parcel that is actively occupied by both the Springfield Utility Board and the City of Springfield, and proper maintenance, improvement, and management of City facilities has dictated splitting the property based on historic occupation and use.

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**BACKGROUND:** The City of Springfield obtained the property that is located adjacent to South 18<sup>th</sup> Street, and south of South A Street, in 1948. At the time of this acquisition, the parcel was known as the “Springfield Industrial Tract”. Within the next 10-15 years, the design and construction of South A Street was completed, Municipal Power was formed and an electric facility was built at the site, Bonneville Power built a substation at the site, and there was quick growth of industrial development in the vicinity. The City sectioned off portions of the Industrial Tract which drove some of this development, including portions to Bonneville Power for the substation and portions to wood and other industrial product manufacturers. According to City Engineer sketch maps dated 1960 and 1959 found in the City Surveyor’s archive files, the Municipal Power facility and City Street Department were located in the same locations as City and SUB facilities exist today. See Attachments 1 and 2. Currently, the City retains ownership of a remaining piece of the Industrial Tract. Within this remainder parcel, in the general location of the original Municipal Power facility, the Springfield Utility Board has water and power facilities and the City maintenance (Operations) facilities occupy the area of the original City Street Department (see attachments).

As SUB expanded on this site, modernized facilities, and built more facilities to meet growth, neither the City nor SUB focused attention on a transfer of property from the City to SUB to conform to the changes in use.

A Property Line Adjustment is proposed to remedy this situation. This will be accomplished by adjusting the property line that lies between the SUB owned property which is Tax Lot 600, and the City owned property which is Tax Lot 500, both of Lane County Assessor's Map No. 17-03-36-00. See Attachment 3 for detail on current Tax Lot layout, and location of facilities as demonstrated by aerial photo overlay. The new boundary line will be located so that it splits the occupation and use by both the City and SUB, as presently utilized. Specifically, the south line of SUB's Tax Lot 600 will be moved south to encompass a road used exclusively by SUB, and to run along an existing fenceline. The east line of SUB's Tax Lot 600 will be moved east to encompass SUB's buildings, to the centerline of the existing private paved access road (South 18<sup>th</sup> Street as vacated in 1998) to reflect that this Street is equally used by the City and SUB, and by the public to access these facilities. See Attachment 4 showing the adjusted property line, and location of facilities as demonstrated by aerial photo overlay. A Preliminary Property Line Adjustment Map has been prepared by the City Surveyor's office, which details issues and solutions raised by this proposal, and these are discussed in the following paragraph. See Attachment 5.

Additional documents would be required to complete the Property Line Adjustment, and drafts have been prepared. These include a new Access and Utility Agreement related to the vacated South 18<sup>th</sup> Street (See Attachment 6-1 through 6-10), a Utility Easement covering Stormwater and Wastewater lines (See Attachment 7-1 through 7-3), and Property Line Adjustment Deeds for the City and SUB adjusted properties(See Attachment 8-1 through 8-11). South 18<sup>th</sup> Street, when vacated in 1998, reverted to full City ownership and was made a private street with a Grant of Easement given to SUB to use the street. The City was fully responsible for maintenance. By moving the boundary line to the centerline of the street, the Grant of Easement needs to be replaced with an Agreement in which: each party is now given equal ownership and use of the private right of way; use by the public is recognized; use and ownership of utilities within the street are addressed; and maintenance is now equally split, or split according to use, between both parties. The Utility Easement covering Stormwater and Wastewater lines is created because there are Wastewater lines that will be crossing SUB property, as created per the Adjustment, which are in the vicinity of the south line of Tax Lot 600. It should be noted that a SUB building inadvertently was built covering a small portion of a City Wastewater line which is within the boundary of this new easement, and the easement also has specific language rectifying this oversight at a future date. Lastly, the new deeds for each Adjusted property are prepared, executed by both parties, and would be recorded to legalize the new boundaries.

There has been ongoing discussion and coordination between City and SUB staff in order to determine the most equitable and fiscally responsible method to solve this ownership issue. There are a few options that could be utilized.

OPTION 1: First, the situation could be left "as-is". In the many years that dual agency occupation has existed, it does not appear that there have been any negative impacts from the City's, or SUB's points of view. SUB has been able to obtain building permits, expand facilities as necessary, and treat the land as their own. But all of this has been able to happen only because it was "believed" that SUB was occupying their owned parcel, both in the eyes of the City and SUB. **Impacts:** There would be no, or very minimal, cost or effort to leave as is. But, other impacts are significant. SUB has high value facilities on the property. SUB is highly motivated to correct the ownership so that they have full legal holding. Also, future improvement or development would require both agency's review and approval in a shared property ownership situation, which is troublesome. Therefore this option is not recommended by staff.

OPTION 2: Contract locally to have a Property Line Adjustment performed. A Professional Land Surveyor is required to prepare the Survey and deeds which are required to complete a Property Line Adjustment, so the City and SUB could contract with a local surveying firm to complete this process. It is likely that the cost for the contract would be \$10,000 to \$15,000, which would be for labor, materials, and include all application and recording fees. **Impacts:** There is a fiscal impact to both the City and SUB, and there is also an impact on staff time and effort to manage the contract. The City and SUB will be positively impacted by correcting the ownership by having full control of their separate facilities, and control of future development. The City will be impacted because it will no longer have full responsibility of maintenance of South 18<sup>th</sup> Street; it will be shared between the City and SUB. This option is one of the staff recommended options.

OPTION 3: The City Surveyor and staff could complete the Property Line Adjustment in house on behalf of the City and SUB. City staff (as well as SUB staff) has already done extensive coordination, collaboration, and research in order to pinpoint the issues and determine best courses of action, and staff have prepared the preliminary documents to demonstrate the issues. It would be proposed that since the City is donating the staff time to complete the Survey, SUB would pay all the application and recording fees, which are estimated to be around \$1,000. **Impacts:** Lower cost than OPTION 2 as Property Line adjustment would be performed by City staff rather than consultant. Fiscal impact for SUB would remain the same. . Also, as a show of cooperation between the City and SUB, sharing expertise that City staff has in preparation of the Property Line Adjustment, this positively impacts the relationship between the City and SUB. This option is one of the staff recommended options.

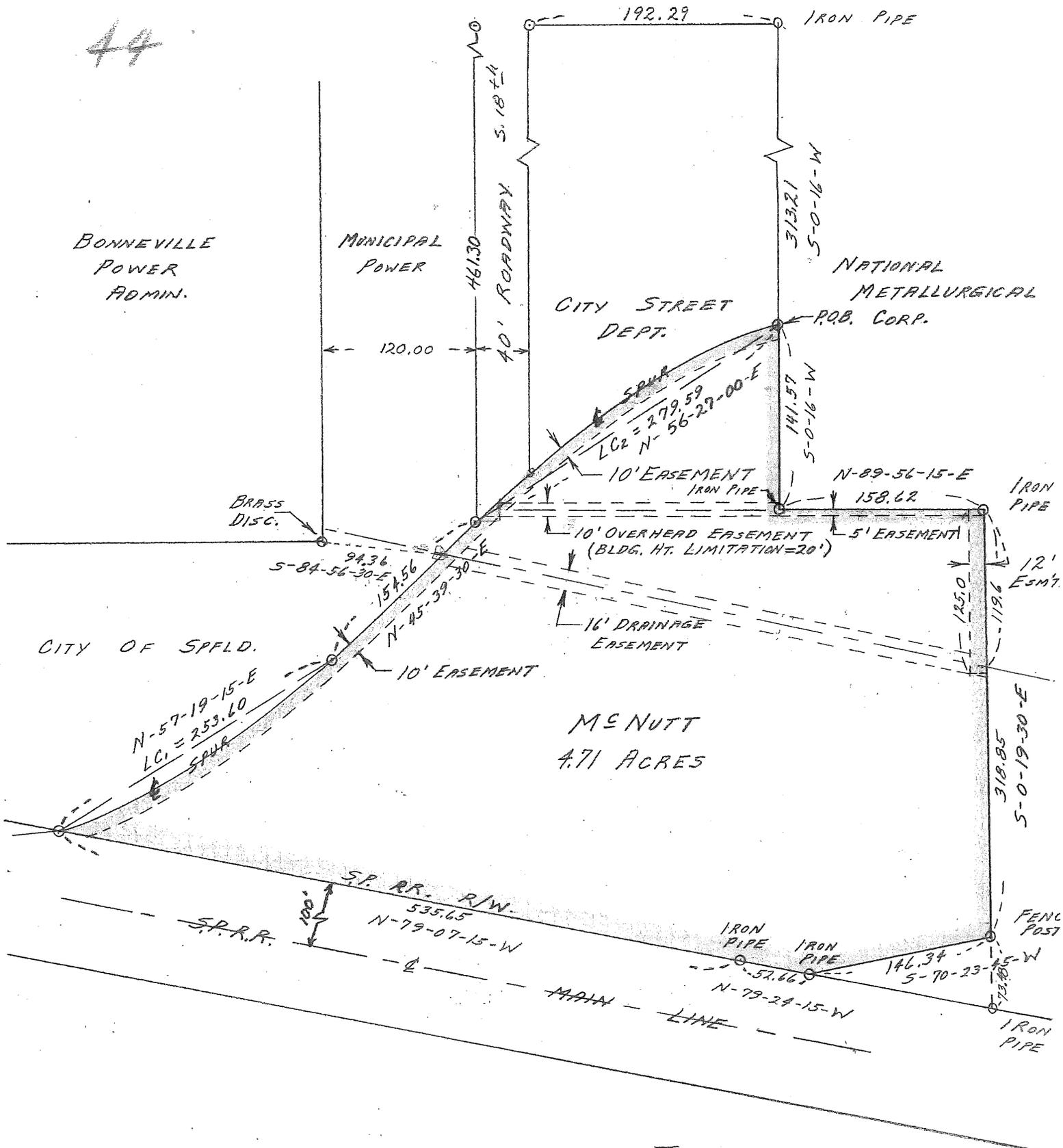
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**RECOMMENDED ACTION:**

Staff recommends that staff be directed to proceed with OPTION 3, in which the City Surveyor will continue working with SUB to complete the Property Line Adjustment Survey, preparation of deeds, agreements and easements as required, and recording of all documents resulting in the ownership transfer of the land that SUB currently uses, into their name. While the collaboration and performance of this transfer of ownership is an important aspect of strengthening the relationship between the City and SUB, by further providing a cost savings with City staff completing the work, strengthens the relationship further and shows fiscal responsibility. In addition, the City Survey staff has the time and resources to complete the work

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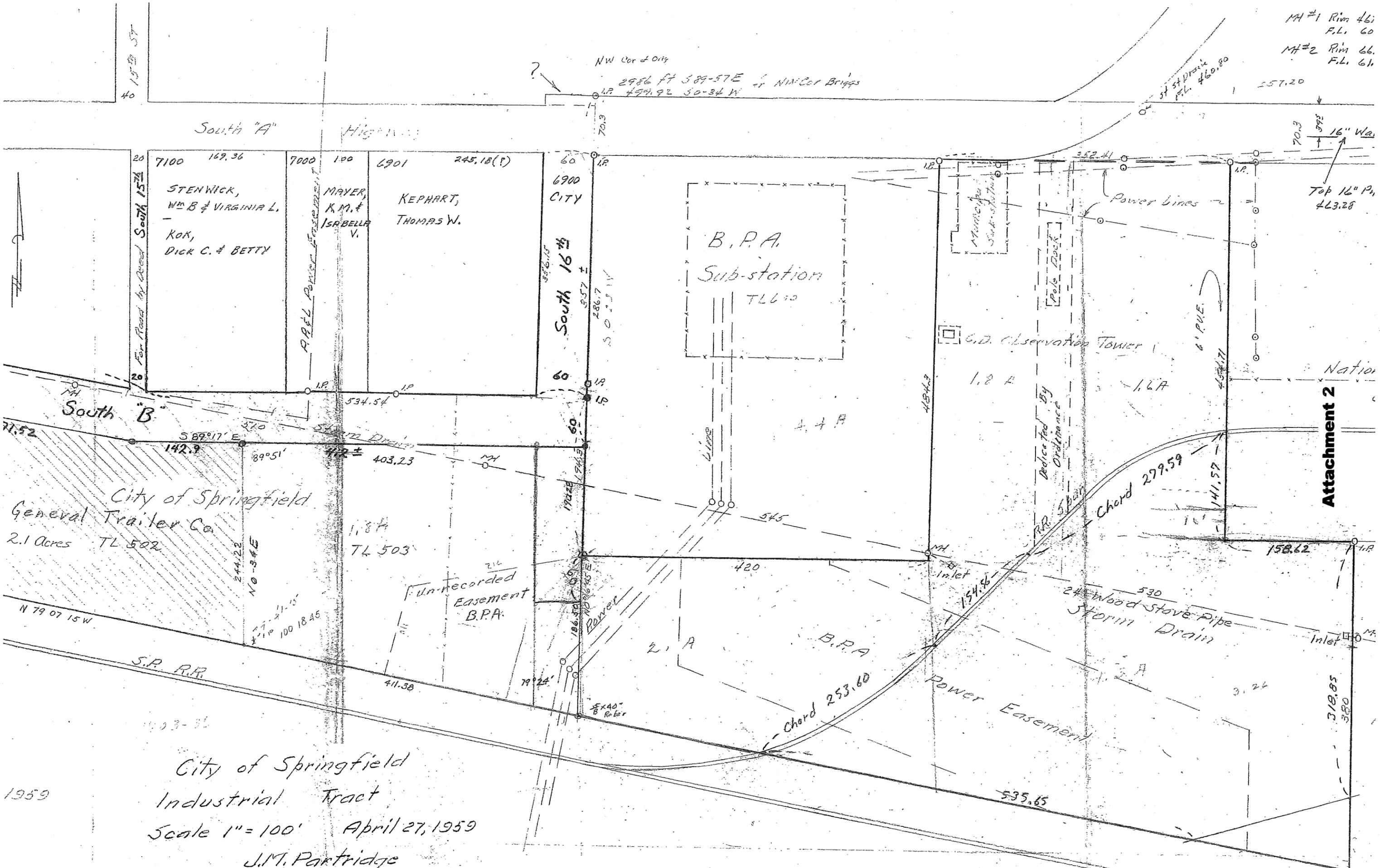
44



SPRINGFIELD INDUSTRIAL TRACT  
 FEBRUARY 1960  
 SCALE : 1" = 100'

**Attachment 1**

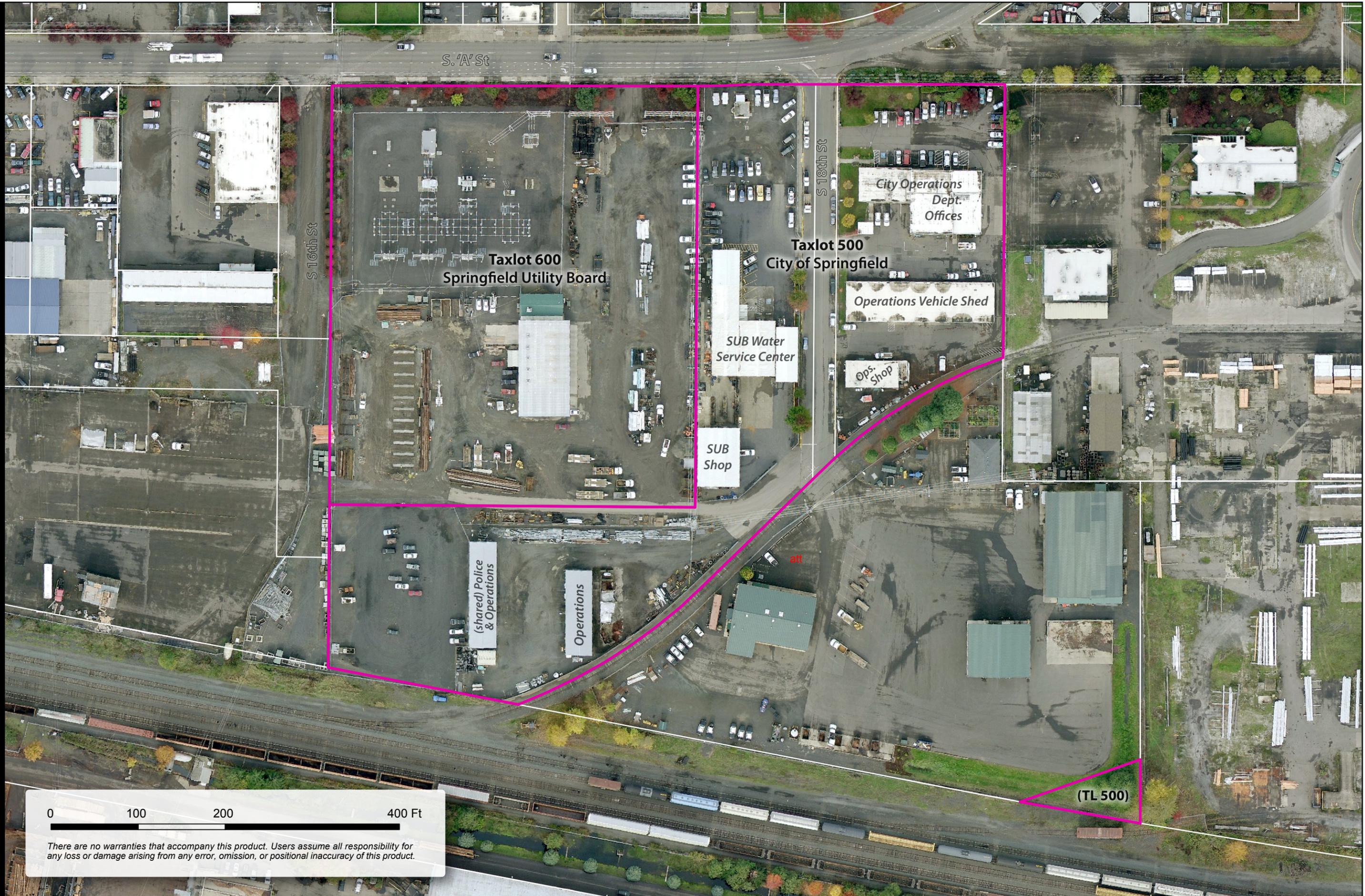
M#1 Rim 46  
F.L. 60  
M#2 Rim 66  
F.L. 61



1959

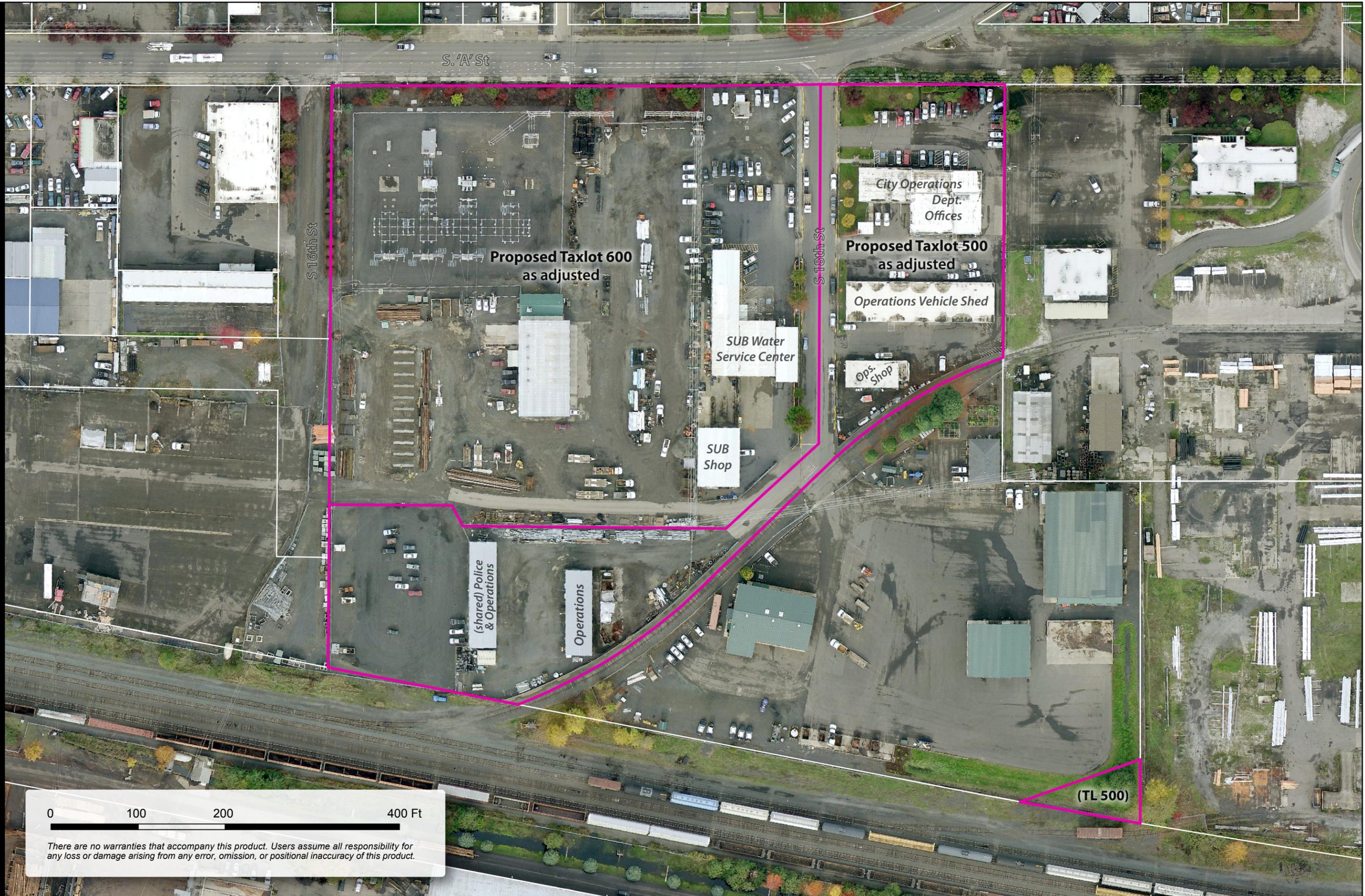
City of Springfield  
Industrial Tract  
Scale 1" = 100' April 27, 1959  
J.M. Partridge

Attachment 2



0 100 200 400 Ft

There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.



0 100 200 400 Ft  
There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.



**DECLARATION OF JOINT ACCESS/UTILITY EASEMENT  
AND MAINTENANCE AGREEMENT**

Tax Map & Lot Numbers Map 17033600, Lot 500 and 600 (on the date of execution)

**PARTIES:**

**CITY OF SPRINGFIELD**, a Municipal Corporation of the State of Oregon, hereinafter referred to as **Party 1**, and

City of Springfield, acting by and through its **SPRINGFIELD UTILITY BOARD**, hereinafter referred to as **Party 2**.

**RECITALS:**

WHEREAS, South 18<sup>th</sup> Street in Springfield adjacent to the lands of **Party 1** and **Party 2**, the above referenced Tax Lots 500 and 600, was vacated in 1998, per City Ordinance number 5893, recording dated September 30, 1998, Instrument number 9878341, Lane County Oregon Deed Records. Both **Party 1** and **Party 2** access their respective lands from this vacated roadway, therefore an Easement between **Party 1** and **Party 2** was recorded concurrent with the Vacation, recording dated November 13, 1998, Instrument number 9891059, Lane County Oregon Deed Records.

WHEREAS, **Party 1** and **Party 2** have presently caused a Property Line Adjustment to be performed affecting the above referenced Tax Lots. Said Property Line Adjustment Survey is

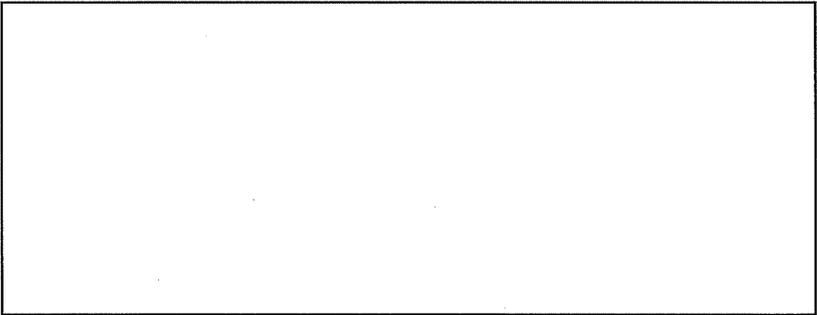
recorded at Instrument number \_\_\_\_\_, dated \_\_\_\_\_, County

Surveyor's File number \_\_\_\_\_. The adjusted boundary affects the extents, use, and responsibilities as put forth in the above referenced 1998 Easement. The adjusted boundary of the land of **Party 1** is more particularly described in "Exhibit A", attached hereto and incorporated herein by reference. The adjusted boundary of the land of **Party 2** is more particularly described in "Exhibit B", attached hereto and incorporated herein by reference.

WHEREAS, **Party 1** and **Party 2** have agreed to provide continued use and access over the Easement area, as further described herein.

WHEREAS, the intent of this DECLARATION OF JOINT ACCESS/UTILITY EASEMENT AND MAINTENANCE AGREEMENT is to supersede the above referenced 1998 Easement. Therefore, said 1998 Easement being recorded at Instrument number 9891059 is hereby voided and replaced with this document.

RETURN TO: CITY OF SPRINGFIELD  
PUBLIC WORKS DEPT. - 225 FIFTH ST. -  
SPRINGFIELD, OREGON 97477



## DECLARATION OF EASEMENT:

1. Easement Created. **Party 1** and **Party 2** hereby create a nonexclusive perpetual Easement as described in “Exhibit C” and depicted in “Exhibit D”, attached hereto and incorporated herein by reference.
2. Consideration. Consideration is other than monetary.
3. Purpose. The Easement is created to allow access, ingress and egress to said lands of **Party 1** and **Party 2**. The Easement may also be used for the installation, construction, inspection, maintenance, repair, reconstruction, and replacement of public or private utilities by **Party 1** and **Party 2**, and their successors or assigns.
4. Use of Burdened Property. The owners or occupiers of the properties affected by the Easement shall have the right to use their property, including the area described as the Easement, for any purpose as long as the owners or occupiers do not interfere with the use of the Easement property for purposes of ingress and egress and for other purposes which are not inconsistent with **Party 1** and **Party 2** having full enjoyment of the rights granted within. In the event of any subdivision, partition or sale of real property described and set forth in either “Exhibit A” or “Exhibit B”, this Easement shall be appurtenant to each and every subdivided, partitioned or sold parcel needing the Easement for the above stated purposes.
5. Maintenance and Repairs. The Easement area shall be maintained in a manner sufficient to provide safe and adequate access to the owners, occupiers and their assigns. The paved portion of the Easement area will be maintained to City of Springfield Street standards. The cost of any maintenance or repair required within the Easement area shall be equally split between **Party 1** and **Party 2**. Maintenance shall include, but is not limited to, slurry seal and pothole repair. The costs associated with any extraordinary maintenance or repairs caused by the actions of either **Party 1** or **Party 2**, shall be borne solely with the party responsible. Additionally, the cost associated with any utility construction, maintenance, or repair that solely benefits **Party 1** or **Party 2** shall be borne solely by the benefitting party.
6. Binding Upon Successors. This easement and agreement are binding upon the heirs, administrators, executors, successors, and assigns of the respective parties herein and the covenants herein are intended to run with the land and any subsequent partition or subdivision thereof.
7. Indemnification. **Party 1** agrees to defend, indemnify, and hold **Party 2** harmless from and against any and all claims, actions, damages, and litigation arising out of or connected with **Party 1’s** use, repair, or maintenance of the Easement, except for those arising out of **Party 2’s** failure to repair or maintain the Easement, or negligence in the repair or maintenance of the Easement, as described in paragraph 5. Correspondingly, **Party 2** agrees to defend, indemnify, and hold **Party 1** harmless from and against any and all claims, actions, damages, and litigation arising out of or connected with **Party 2’s** use, repair, or maintenance of the Easement, except for those arising out of **Party 1’s** failure to repair or maintain the Easement, or negligence in the repair or maintenance of the Easement, as described in paragraph 5.

In undertaking the indemnification and performance of tasks specified in this Easement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Constitution, the Oregon Revised Statutes including, but not limited to, the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

Both **Party 1** and **Party 2** is a municipal corporation of the State of Oregon and entitled to all protections under Oregon law, statute and constitution including, but not limited to, the Oregon Tort Claims Act (ORS 30.260 through 30.300). Nothing herein shall be construed as any waiver of City's rights and protections under the Oregon Tort Claims Act.

8. Dedication of Road. In the event that **Party 1** requests dedication of the roadway to the public, **Party 2** agrees to such dedication and further agrees to execute any and all documents which may be necessary to effectuate such dedication. Such dedication shall not serve to widen the road in any manner; further, the dedication shall make the road no wider than it was when South 18<sup>th</sup> Street was vacated (which was 40 feet in width) in 1998, as referenced above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Signatures:

CITY OF SPRINGFIELD

SPRINGFIELD UTILITY BOARD

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF OREGON  
COUNTY OF LANE

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of CITY OF SPRINGFIELD

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON  
COUNTY OF LANE

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of SPRINGFIELD UTILITY BOARD

\_\_\_\_\_  
Notary Public for Oregon

THE CONVEYANCE set forth in this instrument conveying title or interest to the **City of Springfield**, a Municipal Corporation of the State of Oregon, is hereby approved, and the title or interest conveyed therein is hereby accepted.

CITY OF SPRINGFIELD

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

THE CONVEYANCE set forth in this instrument conveying title or interest to the City of Springfield, acting by and through its **Springfield Utility Board**, is hereby approved, and the title or interest conveyed therein is hereby accepted.

SPRINGFIELD UTILITY BOARD

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

## Exhibit A

### Adjusted Boundary of Lands of Party 1

Commencing at the Northeast corner of the Bonneville Power Administration (BPA) Springfield Substation Site located in the Issac Briggs Donation Land Claim No. 83 of Section 36, Township 17 South, Range 3 West, Willamette Meridian in Lane County, Oregon, said corner being marked by a 3 ½ inch diameter brass cap BPA monument, said corner being shown on BPA Drawing No. 46830, dated 3-29-51, which is not of public record but is attached hereto as Exhibit A-1, said BPA Site being depicted on County Survey File Nos. 37003 and 8985, County Surveyor's Office Records, in Lane County, Oregon;

thence **North 89°56'30" East 138.51 feet** to the True Point of Beginning;

thence **North 89°56'30" East 213.79 feet**;

thence **South 0°23'00" West 313.56 feet** to the centerline of a railroad track and to a point of curvature;

thence on said centerline, on a 585.00 foot radius curve left (the long chord of which bears South 56°32'41" West, 279.36 feet) a distance of **282.08 feet**;

thence **South 45°40'56" West 154.56 feet**;

thence on a 595.00 foot radius curve right (the long chord of which bears South 57°20'41" West, 249.77 feet) a distance of **251.64 feet**;

thence leaving said centerline **North 78°58'12" West 224.98 feet**;

thence **North 0°23'00" East 185.08 feet**;

thence **South 89°38'29" East 139.55 feet**;

thence **South 24°23'33" East 22.02 feet**;

thence **South 89°38'29" East 319.00 feet**;

thence **North 45°40'56" East 127.78 feet**;

thence **North 0°23'00" East 415.64 feet** to the Point of Beginning.

Also including:

Commencing at the Northeast corner of the Bonneville Power Administration (BPA) Springfield Substation Site located in the Issac Briggs Donation Land Claim No. 83 of

Section 36, Township 17 South, Range 3 West, Willamette Meridian in Lane County, Oregon, said corner being marked by a 3 ½ inch diameter brass cap BPA monument, said corner being shown on BPA Drawing No. 46830, dated 3-29-51, which is not of public record but is attached hereto as Exhibit A-1, said BPA Site being depicted on County Survey File Nos. 37003 and 8985, County Surveyor's Office Records, in Lane County, Oregon;

thence **North 89°56'30" East 352.3 feet**;

thence **South 0°23'00" West 454.71 feet**;

thence **North 89°56'30" East 158.62 feet**;

thence **South 0°01'00" East 391.89 feet** to the True Point of Beginning, said point being on the north right of way line of the Southern Pacific Railroad, said point being a point of curvature;

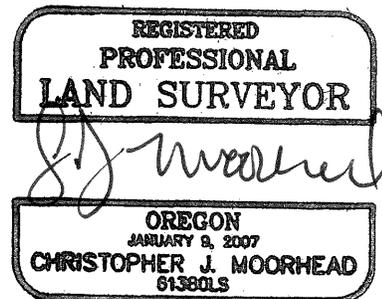
thence on a 16,178.35 foot radius curve right (the long chord of which bears North 79°47'23" West, 139.99 feet) a distance of **139.99 feet**;

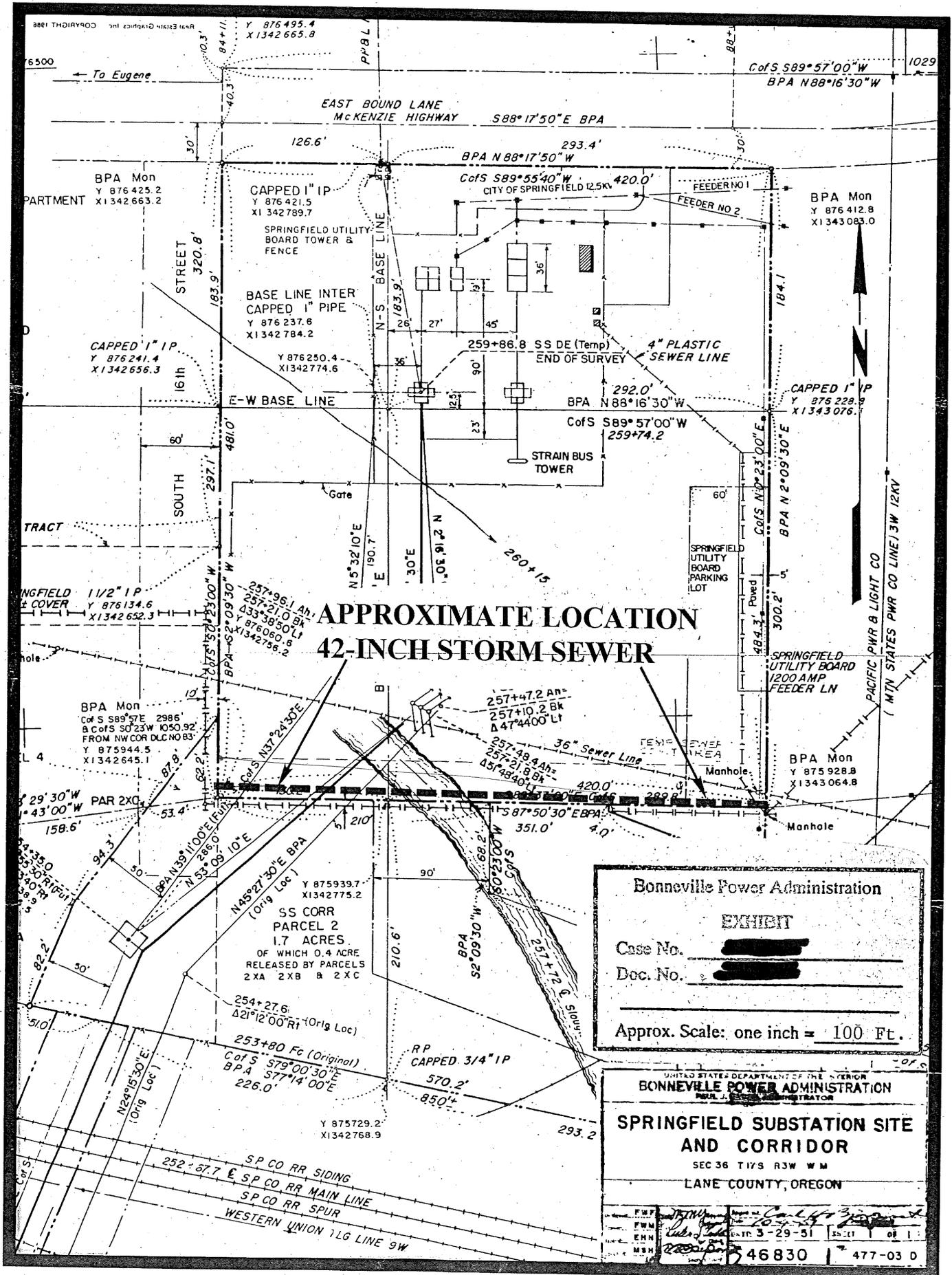
thence leaving said north right of way line **North 70°42'15" East 145.95 feet**;

thence **South 0°01'00" East 73.04 feet** to the Point of Beginning.

Containing a total of 3.8 acres.

Basis of bearings used herein is County Survey File No. 24396 as filed in the office of the Lane County Surveyor.





**APPROXIMATE LOCATION  
42-INCH STORM SEWER**

**Bonneville Power Administration**

**EXHIBIT**

Case No. \_\_\_\_\_

Doc. No. \_\_\_\_\_

Approx. Scale: one inch = 100 Ft.

UNITED STATES DEPARTMENT OF THE INTERIOR  
**BONNEVILLE POWER ADMINISTRATION**  
REGULATORY ADMINISTRATION

**SPRINGFIELD SUBSTATION SITE  
AND CORRIDOR**

SEC 36 T1Y3 R3W WM  
LANE COUNTY, OREGON

FWP \_\_\_\_\_  
FWN \_\_\_\_\_  
FNN \_\_\_\_\_  
MSB \_\_\_\_\_

46830 477-03 0

**Exhibit B**

**Adjusted Boundary of Lands of Party 2**

Beginning at the Northeast corner of the Bonneville Power Administration (BPA) Springfield Substation Site located in the Issac Briggs Donation Land Claim No. 83 of Section 36, Township 17 South, Range 3 West, Willamette Meridian in Lane County, Oregon, said corner being marked by a 3 ½ inch diameter brass cap BPA monument, said corner being shown on BPA Drawing No. 46830, dated 3-29-51, which is not of public record but is attached hereto as Exhibit A-1, said BPA Site being depicted on County Survey File Nos. 37003 and 8985, County Surveyor's Office Records, in Lane County, Oregon;

thence **South 89°56'02" West 419.72 feet;**

thence **South 0°25'45" West 481.37 feet;**

thence **South 89°38'29" East 139.55 feet;**

thence **South 24°23'33" East 22.02 feet;**

thence **South 89°38'29" East 319.00 feet;**

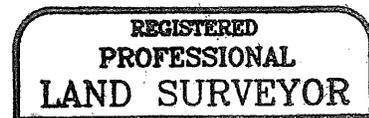
thence **North 45°40'56" East 127.78 feet;**

thence **North 0°23'00" East 415.64 feet;**

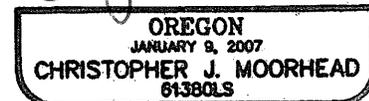
thence **South 89°56'30" West 138.51 feet** to the Point of Beginning.

Containing 6.3 acres.

Basis of bearings used herein is County Survey File No. 24396 as filed in the office of the Lane County Surveyor.



*Christopher J. Moorhead*



RENEWAL DATE: DECEMBER 31, 2014  
signed: July 12, 2013

## Exhibit C

### Joint Access / Utility Easement, Variable Width

Commencing at the Northeast corner of the Bonneville Power Administration (BPA) Springfield Substation Site located in the Issac Briggs Donation Land Claim No. 83 of Section 36, Township 17 South, Range 3 West, Willamette Meridian in Lane County, Oregon, said corner being marked by a 3 ½ inch diameter brass cap BPA monument, said corner being shown on BPA Drawing No. 46830, dated 3-29-51, which is not of public record but is attached hereto as Exhibit A-1, said BPA Site being depicted on County Survey File Nos. 37003 and 8985, County Surveyor's Office Records, in Lane County, Oregon;

thence **North 89°56'30" East 138.51 feet** to the True Point of Beginning;

thence **North 89°56'30" East 20.00 feet**;

thence **South 0°23'00" West 424.14 feet**;

thence **South 45°40'56" West 156.35 feet**;

thence **North 44°19'04" West 40.00 feet**;

thence **North 45°40'56" East 138.26 feet**;

thence **North 0°23'00" East 239.78 feet**;

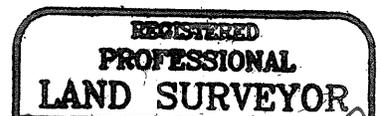
thence **North 89°37'00" West 5.00 feet**;

thence **North 0°23'00" East 168.31 feet**;

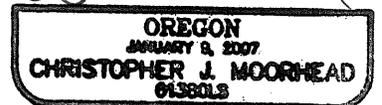
thence **North 89°56'30" East 26.00 feet** to the Point of Beginning.

Containing 23,807 square feet.

Basis of bearings used herein is County Survey File No. 24396 as filed in the office of the Lane County Surveyor.



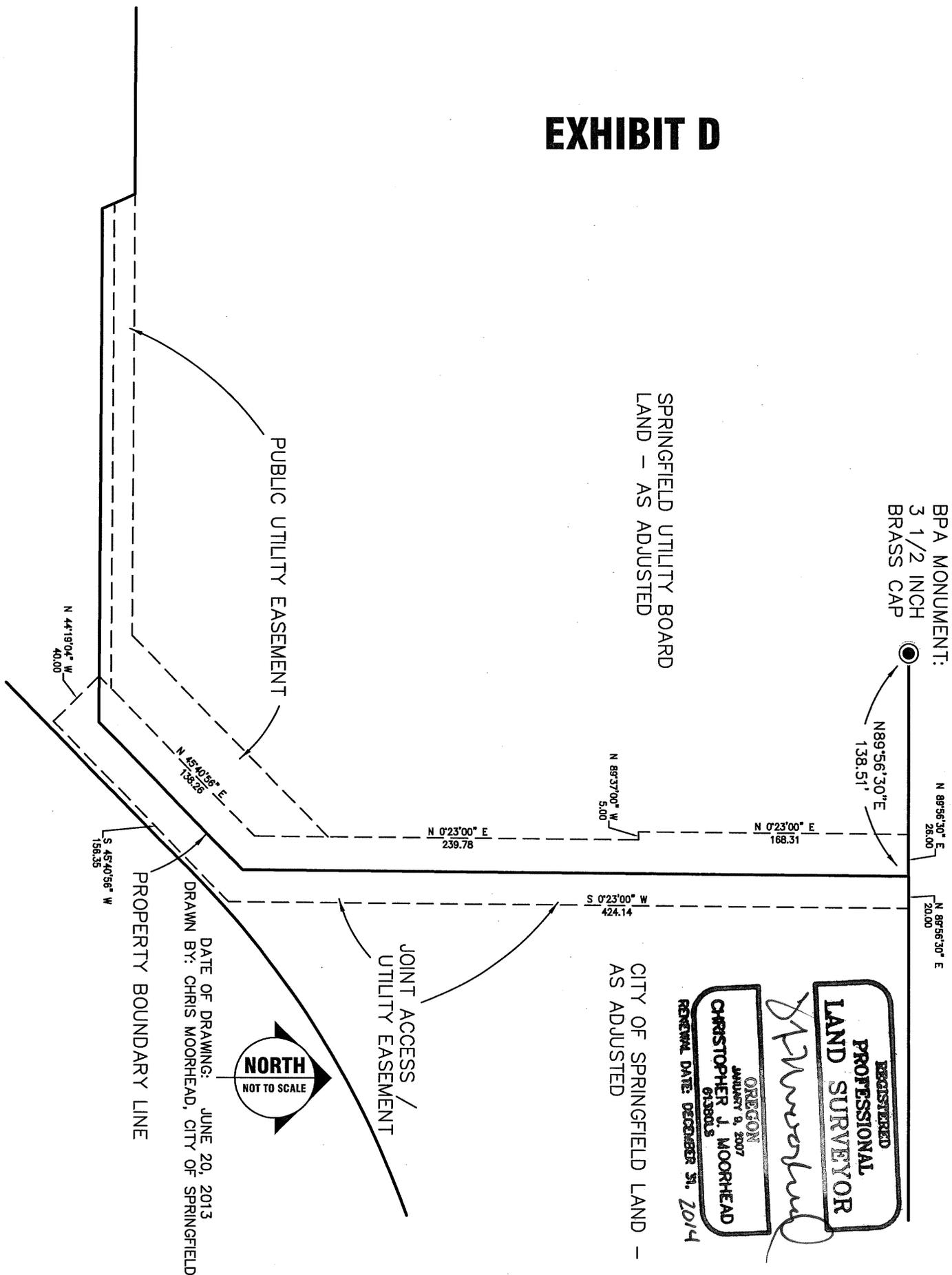
*Christopher J. Moorhead*



RENEWAL DATE: DECEMBER 31, 2014

Signed June 21, 2013

# EXHIBIT D



**PUBLIC UTILITY EASEMENT**

Tax Map & Lot Numbers Map 17033600, Lot 500 and 600 (on the date of execution)

THIS INDENTURE MADE and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and

between the City of Springfield, acting by and through its SPRINGFIELD UTILITY BOARD, hereinafter referred to as the Grantor(s), and the CITY OF SPRINGFIELD, a municipal corporation, in Lane County, Oregon, hereinafter referred to as Grantee.

WITNESSETH: In consideration of the acceptance by the Grantee, and for Grantee's use or holding of said easement for present or future public use, Grantor(s) hereby grants, bargains, sells and conveys unto

the said Grantee, a perpetual easement variable feet in width, together with the right to go upon said easement area hereinafter described in Exhibit "A" for the purpose of constructing, reconstructing, maintaining and using **PUBLIC UTILITIES**, which may hereafter be installed on the following described property, to wit:

**SEE EXHIBIT "A" and EXHIBIT "B" (detail map)  
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

TO HAVE AND TO HOLD said easement unto said Grantee and Grantee's heirs, successors and assigns forever.

ALSO, it is expressly understood by both Grantor and Grantee that as of the date of this document there exists a structure (shop building) that encroaches into herein created Public Utility Easement, said encroachment covering approximately 300 square feet at the southeast corner of said structure. It is further understood that said encroachment may remain until such time as the existing shop building is destroyed in its entirety, and no further expansion of the existing shop building within the encroachment area is permitted; provided however Grantor may rebuild in the same location as before and continue utilizing encroachment area if Grantor and Grantee mutually agree upon the relocation of Public Utilities within the encroachment area to another suitable location at the Grantor's expense.

Provided further that any major modification to the existing shop building shall occur only to the North and/or West of the building. It is explicitly understood that the proposed Truck Bay addition is not a major modification. Except for maintenance or repairs necessitated by the actions of the Grantor, Grantee shall bear all maintenance and repair costs for the storm drain and sanitary sewer facilities located in the Easement.

THE CONSIDERATION for this conveyance is other than monetary.

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands and seals on

\_\_\_\_\_, 2013.

SIGNATURE: \_\_\_\_\_, SPRINGFIELD UTILITY BOARD  
(TITLE & COMPANY)

PRINT NAME: \_\_\_\_\_

STATE OF OREGON  
COUNTY OF LANE

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon

THE CONVEYANCE set forth in this instrument conveying title or interest to the City of Springfield, a Municipal Corporation of the State of Oregon, is hereby approved, and the title or interest conveyed therein is hereby accepted.

CITY OF SPRINGFIELD

By: \_\_\_\_\_, 2013  
Chris Moorhead - City of Springfield Surveyor Date

RETURN TO: CITY OF SPRINGFIELD  
PUBLIC WORKS DEPT. - 225 FIFTH ST. -  
SPRINGFIELD, OREGON 97477

**Attachment 7-1**  
Attachment 1, Page 19 of 32

## Exhibit A

### Public Utility Easement, Variable Width

Commencing at the Northeast corner of the Bonneville Power Administration (BPA) Springfield Substation Site located in the Issac Briggs Donation Land Claim No. 83 of Section 36, Township 17 South, Range 3 West, Willamette Meridian in Lane County, Oregon, said corner being marked by a 3 ½ inch diameter brass cap BPA monument, said corner being shown on BPA Drawing No. 46830, dated 3-29-51, which is not of public record but is attached hereto as Exhibit A-1, said BPA Site being depicted on County Survey File Nos. 37003 and 8985, County Surveyor's Office Records, in Lane County, Oregon;

thence **North 89°56'30" East 112.51 feet;**

thence **South 0°23'00" West 168.31 feet;**

thence **South 89°37'00" East 5.00 feet;**

thence **South 0°23'00" West 194.20 feet** to the True Point of Beginning;

thence **South 0°23'00" West 45.58 feet;**

thence **South 45°40'56" West 138.26 feet;**

thence **North 89°38'29" West 301.28 feet;**

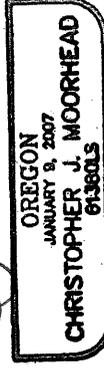
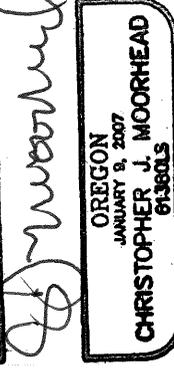
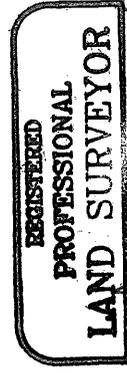
thence **North 24°23'33" West 14.00 feet;**

thence **South 89°38'29" East 273.93 feet;**

thence **North 45°40'56" East 174.63 feet** to the Point of Beginning.

Containing 8,558 square feet.

Basis of bearings used herein is County Survey File No. 24396 as filed in the office of the Lane County Surveyor.



RENEWAL DATE: DECEMBER 31, 2014  
signed: June 21, 2013

## Attachment 7-2

**EXHIBIT B**

BPA MONUMENT:  
3 1/2 INCH  
BRASS CAP

N89°56'30"E  
112.51'

S 0°23'00" W  
168.31

CITY OF SPRINGFIELD LAND -  
AS ADJUSTED

SPRINGFIELD UTILITY BOARD  
LAND - AS ADJUSTED

S 89°37'00" E  
5.00

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

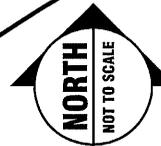
OREGON  
JANUARY 9, 2007  
CHRISTOPHER J. MOORHEAD  
81390LS

RENEWAL DATE: DECEMBER 31, 2014

JOINT ACCESS /  
UTILITY EASEMENT

S 0°23'00" W  
184.20

PUBLIC UTILITY EASEMENT



DATE OF DRAWING: JUNE 20, 2013  
DRAWN BY: CHRIS MOORHEAD, CITY OF SPRINGFIELD

PROPERTY BOUNDARY LINE

S 0°23'00" W  
45.58

N 45°40'58" E  
174.63

S 45°40'58" W  
138.26

S 89°38'29" E  
273.93

N 89°38'29" W  
301.28

N 24°23'33" W  
14.00

**Attachment 7-3**

**PROPERTY LINE ADJUSTMENT DEED**

Tax Map & Lot Numbers Map 17033600, Lot 500 and 600 (on the date of execution)

The true consideration for this conveyance is other than monetary.

**PARTIES:**

**CITY OF SPRINGFIELD**, a Municipal Corporation of the State of Oregon, hereinafter referred to as **Party 1** and being a Grantor herein, and

City of Springfield, acting by and through its **SPRINGFIELD UTILITY BOARD**, hereinafter referred to as **Party 2** and being a Grantee herein.

**RECITALS:**

This deed is intended to adjust the boundary line between a parcel of real property owned by **Party 1** and an adjoining parcel of real property owned by **Party 2**. The parties are entering into this Deed to agree on the property line separating their parcels to comply with the provisions of Oregon Revised Statutes 92.190(4) and the City of Springfield Land Use Regulations.

The legal description of **Party 1's** property prior to this adjustment is described in "Exhibit A", attached hereto and incorporated herein by reference.

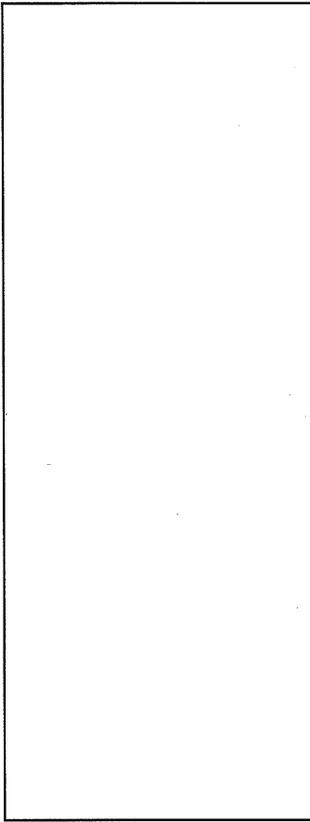
The legal description of **Party 2's** property prior to this adjustment is described in "Exhibit B", attached hereto and incorporated herein by reference.

The line being adjusted herein is a portion of the common line between the lands described in "Exhibit A" and "Exhibit B".

**WHEREAS Party 1 and Party 2** desire to adjust said common line, and **Party 1 and Party 2** are agreeable to execute a transfer of real property through means of an approved Property Line Adjustment, and this Deed, as said Property Line Adjustment was given approval by the City of Springfield under Case Number TYP111-XXXXX on XXXX XX, 2013.

FOR LANDS DESCRIBED IN "EXHIBIT C"  
SEND TAX STATEMENTS TO :  
CITY OF SPRINGFIELD  
PUBLIC WORKS DEPT. - 225 FIFTH ST. -  
SPRINGFIELD, OREGON 97477

FOR LANDS DESCRIBED IN "EXHIBIT D"  
SEND TAX STATEMENTS TO :  
SPRINGFIELD UTILITY BOARD  
223 A ST. - SPRINGFIELD, OREGON 97477



RECORDED AT THE REQUEST OF AND  
AFTER RECORDING RETURN TO:  
CITY OF SPRINGFIELD  
PUBLIC WORKS DEPT. - 225 FIFTH ST. -  
SPRINGFIELD, OREGON 97477

Therefore, for the purposes of accomplishing this Property Line Adjustment:

**Party 1** hereby transfers and conveys/quitclaims all of its right, title and interest in and to the real property described on "Exhibit E" to **Party 2** as said exhibit is attached hereto and incorporated herein by reference.

The description of **Party 1's** property after this adjustment is described on "Exhibit C" attached hereto and incorporated herein by reference.

The description of **Party 2's** property after this adjustment is described on "Exhibit D" attached hereto and incorporated herein by reference.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

Signatures:

CITY OF SPRINGFIELD

SPRINGFIELD UTILITY BOARD

\_\_\_\_\_

TITLE: \_\_\_\_\_

NOTARIES AND ACCEPTANCE APPEAR ON THE FOLLOWING PAGE.

STATE OF OREGON  
COUNTY OF LANE

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of CITY OF SPRINGFIELD

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON  
COUNTY OF LANE

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of SPRINGFIELD UTILITY BOARD

\_\_\_\_\_  
Notary Public for Oregon

THE CONVEYANCE set forth in this instrument conveying title or interest to the City of Springfield, acting by and through its **Springfield Utility Board**, is hereby approved, and the title or interest conveyed therein is hereby accepted.

SPRINGFIELD UTILITY BOARD

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

## Exhibit A

### Lands of Party 1, Tax Map 17-03-36-00, Tax Lot 500 Before Adjustment

All lands conveyed to the City of Springfield in that certain Warranty Deed that was recorded March 29, 1948 in Book 370, Pages 98 and 99 in the Official Records of Lane County, State of Oregon, less numerous subsequent conveyances from this parent parcel whereas the City of Springfield was the Grantor; said remaining lands of the parent parcel being more accurately described as follows:

Beginning at a point South 89°56' East 2986 feet, South 00°23' West 1050.92 feet from the Northwest corner of Isaac Briggs Donation Land Claim No. 83; thence South 00°23' West 200 feet more or less to the North line of Southern Pacific Railroad; thence Southeasterly along said North line 940 feet more or less; thence North 00°01' West 380 feet; thence South 89°56'30" West 158.62 feet ; thence North 00°23' East 454.71 feet; thence North 89°56'30" East 1305.45 feet; thence North 00°01' West 70.3 feet; thence West 1310 feet more or less to the South line of South "A" Bypass; thence Southwesterly 340 feet along said bypass; thence South 00°23' West 484.3 feet; thence North 89°37' West 420 feet to the Point of Beginning, all in Lane County, Oregon.

EXCEPTING THEREFROM the following described property:

Beginning at a point on the West line of that certain tract of land conveyed to Apex Smelting Corp. by that certain deed filed as Instrument No. 86863, of Reel 7-52D in the Lane County Oregon Deed Records in Lane County, Oregon, 313.21 feet South 00°16' West of the iron pipe marking the Northwest corner thereof, said Point of Beginning being also on the centerline of the Apex railroad spur referred to in Instrument No. 86863; thence continuing South 00°16' West 141.57 feet to the Southwest corner of the Apex Tract; thence North 89°56'15" East 158.62 feet along the South line of the Apex tract to an iron pipe which marks the Northwest corner of that tract conveyed to the Defense Plant Corp. By Warranty Deed filed September 5, 1944, in Book 274, Pages 27 and 28 of the Lane County Oregon Deed Records, in Lane County, Oregon; thence South 00°19'30" East along the West boundary of the Defense Plant Tract 318.85 feet to a fence post which is 73.48 feet North 00°19'30" West from an iron pipe marking the Southwest corner of the Defense Plant Corp. Tract; thence South 70°23'45" West a distance of 146.34 feet to an iron pipe and the fence marking the North right-of-way line of the main line of the Southern Pacific Railroad; thence along the arc of a curve, the chord of which bears North 79°24'15" West a distance of 52.66 feet to an iron pipe on the North right-of-way line of the Southern Pacific Railroad Main Line; thence North 79°07'15" West 535.65 feet to the point of intersection between the said North right-of-way line and the centerline of the Apex Spur; thence along the centerline of the spur tracing the arc of curve to the left to a point which, if measured along the chord of that arc, is North

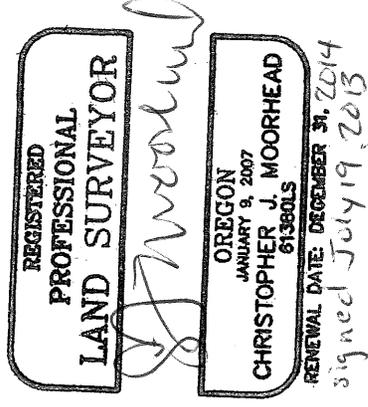
57°19'15" East 253.60 feet; thence continuing along the centerline of the spur North 45°39'30" East 154.56 feet; thence along the arc of curve to the right to a point which, if measured along the chord of that arc, is North 56°27'00" East 279.59 feet and is the Point of Beginning of this description, all being a part of the Springfield Industrial Tract in the Isaac Briggs Donation Land Claim No. 83 of Township 17 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon.

ALSO EXCEPTING THEREFROM the following described property:

All Lands conveyed to Rosboro Lumber Company in that certain Bargain and Sale Deed that was recorded June 4, 1993 in Reel 1853R at Reception Number 9334199 in the Official Records of Lane County, State of Oregon.

ALSO EXCEPTING THEREFROM the following described property:

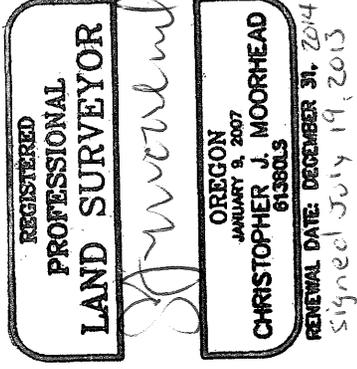
All Lands dedicated to the Public for Street Purposes in City of Springfield Ordinance Number 2641, said document being recorded July 8, 1971 in Reel 539R at Reception Number 54077 in the Official Records of Lane County, State of Oregon.



**Exhibit B**

**Lands of Party 2, Tax Map 17-03-36-00, Tax Lot 600 Before Adjustment**

All lands conveyed to the City of Springfield, operating by and through the Springfield Utility Board in that certain Quitclaim Deed that was recorded July 2, 1997 in Reel 2311R at Reception Number 9744785 in the Official Records of Lane County, State of Oregon.



## Exhibit C

### Lands of Party 1, Tax Map 17-03-36-00, Tax Lot 500 After Adjustment

Commencing at the Northeast corner of the Bonneville Power Administration (BPA) Springfield Substation Site located in the Issac Briggs Donation Land Claim No. 83 of Section 36, Township 17 South, Range 3 West, Willamette Meridian in Lane County, Oregon, said corner being marked by a 3 ½ inch diameter brass cap BPA monument, said corner being shown on BPA Drawing No. 46830, dated 3-29-51, which is not of public record but is attached hereto as Exhibit A-1, said BPA Site being depicted on County Survey File Nos. 37003 and 8985, County Surveyor's Office Records, in Lane County, Oregon;

thence **North 89°56'30" East 138.51 feet** to the True Point of Beginning;

thence **North 89°56'30" East 213.79 feet**;

thence **South 0°23'00" West 313.56 feet** to the centerline of a railroad track and to a point of curvature;

thence on said centerline, on a 585.00 foot radius curve left (the long chord of which bears South 56°32'41" West, 279.36 feet) a distance of **282.08 feet**;

thence **South 45°40'56" West 154.56 feet**;

thence on a 595.00 foot radius curve right (the long chord of which bears South 57°20'41" West, 249.77 feet) a distance of **251.64 feet**;

thence leaving said centerline **North 78°58'12" West 224.98 feet**;

thence **North 0°23'00" East 185.08 feet**;

thence **South 89°38'29" East 139.55 feet**;

thence **South 24°23'33" East 22.02 feet**;

thence **South 89°38'29" East 319.00 feet**;

thence **North 45°40'56" East 127.78 feet**;

thence **North 0°23'00" East 415.64 feet** to the Point of Beginning.

Also including:

Commencing at the Northeast corner of the Bonneville Power Administration (BPA) Springfield Substation Site located in the Issac Briggs Donation Land Claim No. 83 of

Section 36, Township 17 South, Range 3 West, Willamette Meridian in Lane County, Oregon, said corner being marked by a 3 ½ inch diameter brass cap BPA monument, said corner being shown on BPA Drawing No. 46830, dated 3-29-51, which is not of public record but is attached hereto as Exhibit A-1, said BPA Site being depicted on County Survey File Nos. 37003 and 8985, County Surveyor's Office Records, in Lane County, Oregon;

thence **North 89°56'30" East 352.3 feet;**

thence **South 0°23'00" West 454.71 feet;**

thence **North 89°56'30" East 158.62 feet;**

thence **South 0°01'00" East 391.89 feet** to the True Point of Beginning, said point being on the north right of way line of the Southern Pacific Railroad, said point being a point of curvature;

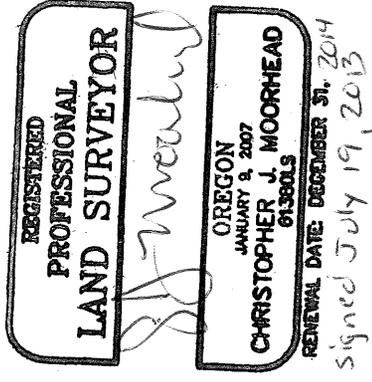
thence on a 16,178.35 foot radius curve right (the long chord of which bears North 79°47'23" West, 139.99 feet) a distance of **139.99 feet;**

thence leaving said north right of way line **North 70°42'15" East 145.95 feet;**

thence **South 0°01'00" East 73.04 feet** to the Point of Beginning.

Containing a total of 3.8 acres.

Basis of bearings used herein is County Survey File No. 24396 as filed in the office of the Lane County Surveyor.



**Exhibit D**

**Lands of Party 2, Tax Map 17-03-36-00, Tax Lot 600 After Adjustment**

Beginning at the Northeast corner of the Bonneville Power Administration (BPA) Springfield Substation Site located in the Issac Briggs Donation Land Claim No. 83 of Section 36, Township 17 South, Range 3 West, Willamette Meridian in Lane County, Oregon, said corner being marked by a 3 ½ inch diameter brass cap BPA monument, said corner being shown on BPA Drawing No. 46830, dated 3-29-51, which is not of public record but is attached hereto as Exhibit A-1, said BPA Site being depicted on County Survey File Nos. 37003 and 8985, County Surveyor's Office Records, in Lane County, Oregon;

thence **South 89°56'02" West 419.72 feet;**

thence **South 0°25'45" West 481.37 feet;**

thence **South 89°38'29" East 139.55 feet;**

thence **South 24°23'33" East 22.02 feet;**

thence **South 89°38'29" East 319.00 feet;**

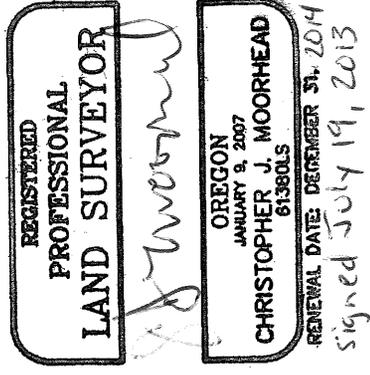
thence **North 45°40'56" East 127.78 feet;**

thence **North 0°23'00" East 415.64 feet;**

thence **South 89°56'30" West 138.51 feet** to the Point of Beginning.

Containing 6.3 acres.

Basis of bearings used herein is County Survey File No. 24396 as filed in the office of the Lane County Surveyor.



## Exhibit E

### Lands to be transferred from Party 1 to Party 2, After Adjustment

Beginning at the Northeast corner of the Bonneville Power Administration (BPA) Springfield Substation Site located in the Issac Briggs Donation Land Claim No. 83 of Section 36, Township 17 South, Range 3 West, Willamette Meridian in Lane County, Oregon, said corner being marked by a 3 ½ inch diameter brass cap BPA monument, said corner being shown on BPA Drawing No. 46830, dated 3-29-51, which is not of public record but is attached hereto as Exhibit A-1, said BPA Site being depicted on County Survey File Nos. 37003 and 8985, County Surveyor's Office Records, in Lane County, Oregon;

thence **North 89°56'30" East 138.51 feet;**

thence **South 0°23'00" West 415.64 feet;**

thence **South 45°40'56" West 127.78 feet;**

thence **North 89°38'29" West 319.00 feet;**

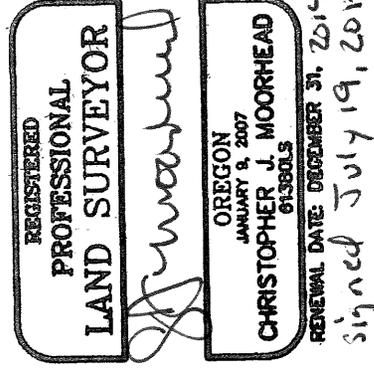
thence **North 24°23'33" West 22.02 feet;**

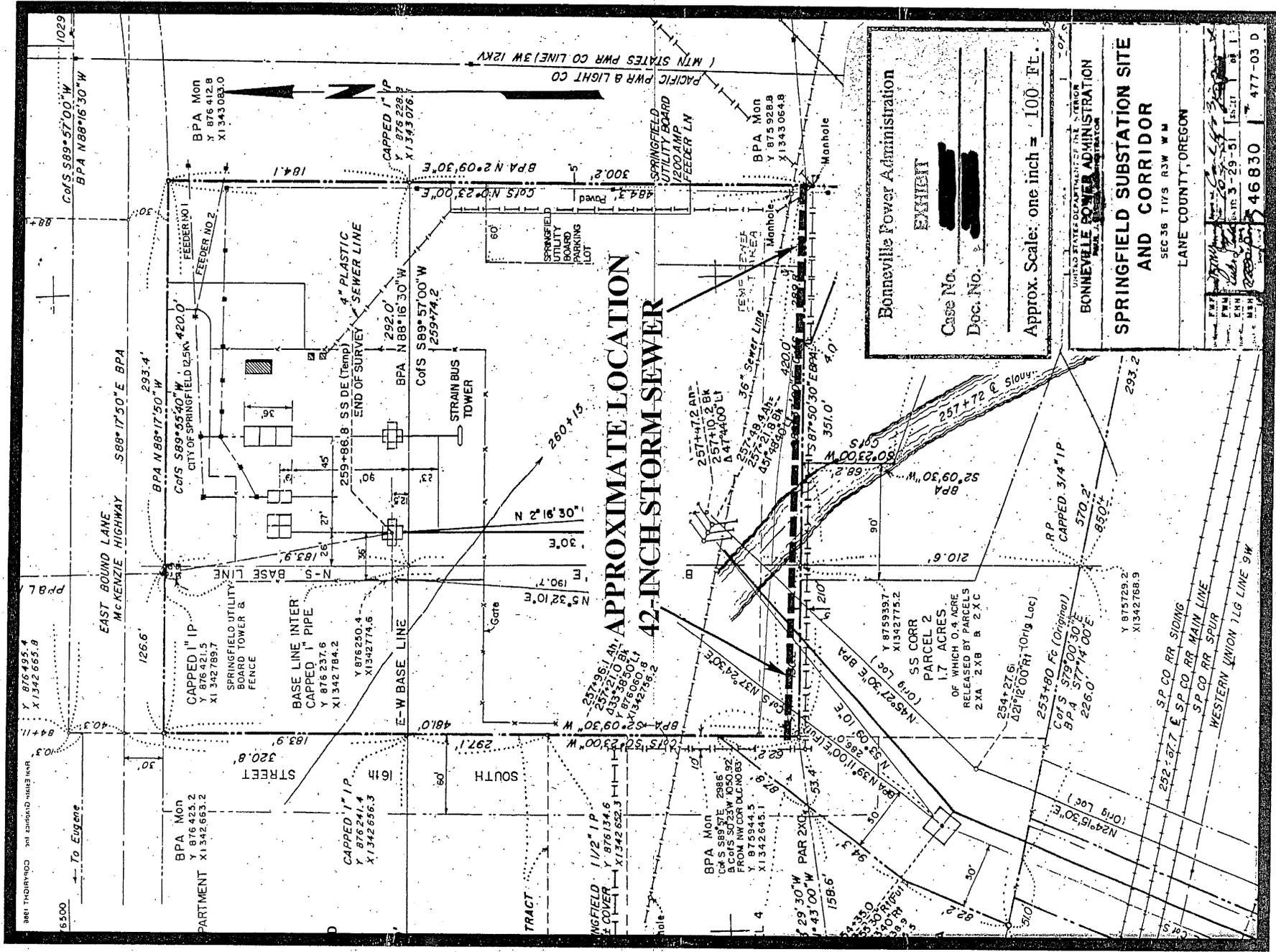
thence **South 89°38'29" East 280.55 feet;**

thence **North 0°23'00" East 484.48 feet to the Point of Beginning.**

Containing 1.6 acres (71,382 square feet).

Basis of bearings used herein is County Survey File No. 24396 as filed in the office of the Lane County Surveyor.





Bonneville Power Administration  
 EXHIBIT  
 Case No. [REDACTED]  
 Doc. No. [REDACTED]  
 Approx. Scale: one inch = 100 Ft.

UNITED STATES DEPARTMENT OF THE INTERIOR  
 BONNEVILLE POWER ADMINISTRATION  
 SPRINGFIELD SUBSTATION SITE AND CORRIDOR  
 SEC 36 T1Y5 R3W W M  
 LANE COUNTY, OREGON  
 46830 477-03 D

Exhibit A

Attachment 8-11

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 1/21/2014  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Randy Groves  
**Staff Phone No:** 726-2292  
**Estimated Time:** 5 minutes  
**Council Goals:** Financially Responsible and Stable Government Services

---

**SPRINGFIELD  
CITY COUNCIL**

---

**ITEM TITLE:**

CONTRACT EXTENSION FOR PRE-SCHEDULED AND INTER-FACILITY NON-EMERGENT BASIC LIFE SUPPORT AMBULANCE TRANSPORTS IN ASA #5 WITH RURAL METRO OF OREGON, INC.

---

**ACTION****REQUESTED:**

By motion:

- Authorize City Manager to sign a contract extension with Rural Metro of Oregon, Inc. for pre-scheduled and inter-facility non-emergent basic life support ambulance transports in ASA #5.
- 

**ISSUE****STATEMENT:**

Springfield Fire & Life Safety is requesting to extend the current contract for pre-scheduled inter-facility non-emergent basic life support ambulance transports with Rural Metro of Oregon, Inc. for one year.

---

**ATTACHMENTS:**

1. Fourth Amendment to Rural Metro of Oregon, Inc. Contract
- 

**DISCUSSION/  
FINANCIAL  
IMPACT:**

Fire & Life Safety selected Rural Metro of Oregon, Inc. through an RFP process in 2011 to provide ongoing services for non-emergency, basic life support ground ambulance transports within ASA #5. The original contract, signed June 21, 2011 was for one year, with two (2), one year extensions possible. The first and second extensions have been executed. The second extension expires on January 31, 2014.

Rural Metro of Oregon, Inc. (RMA) provides pre-scheduled and inter-facility non-emergent basic life support ambulance transport services within the Ambulance Service Area assigned to Springfield (ASA #5) as part of a tiered response plan. The City of Eugene Fire & EMS also contracts with Rural Metro for similar services. City of Eugene's contract with RMA expires January 31, 2015. An additional one year contract extension on Springfield's RMA contract is requested to allow sufficient time for a joint RFP process to be developed and executed, as well as to align Springfield's contract with Eugene's. SFLS will continue to provide emergency ambulances responses at the advanced life support (ALS) level, while providing appropriate resources to handle certain calls requiring a lower level of care. This tiered response system provides the best use of limited resources, and ensures quality emergency medical care throughout the community.

Proposed contract extension will run through January 31, 2015, with no additional extensions possible under the current contract.

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**FOURTH AMENDMENT TO CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE CITY OF SPRINGFIELD  
AND  
Rural/Metro of Oregon, Inc.  
C555**

February 1, 2014

**Parties:**

**The City of Springfield  
225 Fifth Street  
Springfield, OR 97477**

**"City"**

**And**

**Rural/Metro of Oregon, Inc.  
1790 Front Street NE  
Salem, OR 97301**

**"Independent Contractor"**

The Parties hereby agree that the Independent Contractor Agreement dated June 21, 2011, the First Amendment dated July 3, 2012, Second Amendment dated February 5, 2013, and the Third Amendment dated May 14, 2013, between the City of Springfield (City) and Rural/Metro of Oregon, Inc. (Independent Contractor) included herein as Attachment 1, is hereby amended for the fourth time as follows:

**5. Term.** This agreement is hereby amended for an additional one-year period upon mutual agreement of the parties, and consent of the Springfield City Council. This agreement will continue for a period of one year and shall expire January 31, 2015, unless earlier terminated in accordance with the provisions of this Agreement. This amendment shall be the last extension of the agreement referenced herein as Attachment 1.

Except as amended herein, all other terms and conditions of the Independent Contractor Agreement between Parties dated June 21, 2011, First Amendment dated July 3, 2012, Second Amendment dated February 5, 2013, and the Third Amendment dated May 14, 2013 will remain in full force and effect.

**CITY OF SPRINGFIELD**

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

Title: \_\_\_\_\_

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

**INDEPENDENT CONTRACTOR**

Name: [Signature]

Title: Senior Vice President

Date: 1-9-14

C555 Rural Metro

Page 1 of 18

Reviewed by City Contract Officer

[Signature] 1.10.14

Attachment 1, Page 1 of 18

**REVIEWED & APPROVED  
AS TO FORM**

[Signature]  
DATE: 1/9/14  
OFFICE OF CITY ATTORNEY

**THIRD AMENDMENT TO CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE CITY OF SPRINGFIELD  
AND  
Rural/Metro of Oregon, Inc.  
C555**

May 3, 2013

**Parties:**

**The City of Springfield  
225 Fifth Street  
Springfield, OR 97477**

**"City"**

**And**

**Rural/Metro of Oregon, Inc.  
1790 Front Street NE  
Salem, OR 97301**

**"Independent Contractor"**

The Parties hereby agree that the Independent Contractor Agreement dated June 21, 2011, and the First Amendment dated July 3, 2012, and the Second Amendment dated February 5, 2013, between the City of Springfield (City) and Rural/Metro of Oregon, Inc. (Independent Contractor) included herein as Attachment 1, is hereby amended for the third time as follows:

**3. Services to be Performed by Independent Contractor.**

Contractor will provide pre-hospital scheduled and inter-facility non-emergent ambulance transport services at the Intermediate Life Support (ILS) level, originating in the ambulance service area assigned to the City under the Lane County Ambulance Service Plan. Independent Contractor shall perform the services in Attachment 1. – Rural/Metro of Oregon RFP #519 response dated May 18, 2011.

Additionally, Rural/Metro Ambulance may transport non-emergent Basic Life Support (BLS) transfers, as defined by Springfield Fire & Life Safety Medical Director, from residential care facilities, adult foster care homes, skilled nursing facilities, and medical clinics by authorization of the Battalion Chiefs Office when no Advanced Life Support (ALS) transport units are available in ASA #5. This triage will be done by on scene Springfield Fire & Life Safety personnel.

Except as amended herein, all other terms and conditions of the Independent Contractor Agreement between Parties dated June 21, 2011, First Amendment dated July 3, 2012, and the Second Amendment dated February 5, 2013, will remain in full force and effect.

CITY OF SPRINGFIELD  
Name: [Signature]  
Title: CITY MANAGER  
Date: 5/14/13

INDEPENDENT CONTRACTOR  
Name: Jonathan "Mike" Andrews  
Title: Division General Manager  
Date: 5/10/13

Reviewed by City Contract Officer  
[Signature] 5.10.13

REVIEWED & APPROVED  
AS TO FORM  
Joseph J. L...  
DATE: 5/10/13  
OFFICE OF CITY ATTORNEY

**SECOND AMENDMENT TO CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE CITY OF SPRINGFIELD  
AND  
Rural/Metro of Oregon, Inc.  
C555**

February 1, 2013

**Parties:**

The City of Springfield  
225 Fifth Street  
Springfield, OR 97477

"City"

And

Rural/Metro of Oregon, Inc.  
1790 Front Street NE  
Salem, OR 97301

"Independent Contractor"

The Parties hereby agree that the Independent Contractor Agreement dated June 21, 2011, and the First Amendment dated July 3, 2012, between the City of Springfield (City) and Rural/Metro of Oregon, Inc. (Independent Contractor) included herein as Attachment 1, is hereby amended for the second time as follows:

**2. Contractor Payments to CITY.** Provider shall make payment of Thirty-nine dollars and 73/100 (\$39.73) per call for Fiscal Year 2013 to cover part of the costs associated with the City's transferring and dispatching calls for service by 9-1-1 Central Lane Communications to Provider. City shall submit a quarterly invoice for dispatch services, whereby Contractor shall have 30 days to submit payment for services rendered. FY14 (beginning July 1, 2013) dispatch rate charged to Contractor will be the actual rate charged to City by Central Lane Communications, and may be more/less than the current rate

**5. Term.** Pursuant to the agreement referenced herein as Attachment 1, this agreement is hereby amended for an additional one-year period upon mutual agreement of the parties. This agreement will continue for a period of one year and shall expire January 31, 2014, unless earlier terminated in accordance with the provisions of this Agreement. This amendment shall be the second of two (2) possible successive one year period extensions.

Except as amended herein, all other terms and conditions of the Independent Contractor Agreement between Parties dated June 21, 2011 will remain in full force and effect.

INDEPENDENT CONTRACTOR

Name: [Signature]

Title: Division General Manager

Date: 1-24-13

C555 Rural Metro of Oregon, Inc

CITY OF SPRINGFIELD

Name: [Signature]

Title: City Manager

Date: 2/5/13

Page 1 of 1

by City Contract Officer  
[Signature] 1.28.13

Joreen J. Leahy  
1/28/13

ATTACHMENT 1

FIRST AMENDMENT TO CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE CITY OF SPRINGFIELD  
AND  
Rural/Metro of Oregon, Inc.  
C555

February 1, 2012

Parties:

The City of Springfield  
225 Fifth Street  
Springfield, OR 97477

"City"

And

Rural/Metro of Oregon, Inc.  
1790 Front Street NE  
Salem, OR 97301

"Independent Contractor"

The Parties hereby agree that the Independent Contractor Agreement dated June 21, 2011, between the City of Springfield (City) and Rural/Metro of Oregon, Inc. (Independent Contractor) included herein as Attachment 1, is hereby amended for the first time as follows:

5. Term. Pursuant to the agreement referenced herein as Attachment 1, this agreement is hereby amended for an additional one-year period upon mutual agreement of the parties. This agreement will continue for a period of one year and shall expire January 31, 2013, unless earlier terminated in accordance with the provisions of this Agreement. This amendment shall be the first of two (2) possible successive one year period extensions.

Except as amended herein, all other terms and conditions of the Independent Contractor Agreement between Parties dated June 21, 2011 will remain in full force and affect.

~~CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR~~

~~INDEPENDENT CONTRACTOR  
CITY OF SPRINGFIELD~~

Name: [Signature]

Name: [Signature]

Title: City Manager-ALC

Title: Division General Manager

Date: 7-3-12

Date: 6/28/12

Reviewed by City Contract Officer  
[Signature] 7.2.12

REVIEWED & APPROVED  
AS TO FORM  
[Signature]  
DATE: 7/3/12  
OFFICE OF CITY ATTORNEY

ATTACHMENT 1

CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT  
C#555

Dated: July 1, 2011

Parties: The City of Springfield ("CITY")  
A municipality in the State of Oregon

and

Rural/Metro of Oregon Inc. ("Independent Contractor")

Additional Independent Contractor Information:

- A. Type of Entity:  Sole Proprietorship  Partners  Limited Liability Company  Corporation
- B. Address: 1790 Front Street NE  
Salem, OR 97301
- C. Telephone: (503) 315-2260
- D. Fax No: (503) 315-2257
- E. SSN or Fed. I.D. No: 860803435
- F. Professional License(s) No:
- G. Oregon Agency Issuing License:
- H. Foreign Contractor  Yes  No  
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B(11).

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

Account Number	Percentage
615-35401-611008	100%

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

1. **Payment by CITY.** City agrees to pay some of the cost of write-downs associated with medically necessary transports of Springfield FireMed members, not to exceed \$12,000 annually. The provider agrees to invoice the City monthly for these costs. Each invoice is to include call date, invoice amount, payments received, and write-down amount
2. **Contractor Payments to CITY.** Provider shall make a payment of Thirty-nine dollars and 33/100 (\$39.33) per call for Fiscal Year 2012 to cover part of the costs associated with the City's transferring and dispatching calls for service by 9-1-1 Central Lane Communications to Provider. City shall submit a quarterly invoice for dispatch services, whereby Contractor shall have 30 days to submit payment for services rendered.
3. **Services to be Performed by Independent Contractor.** Contractor will provide pre-scheduled and inter-facility non-emergent basic life support ambulance transport services,

## ATTACHMENT 1

within the ambulance service area assigned to the City under the Lane County Ambulance Service Plan. Independent contractor shall perform the services in Attachment 1.  
Attachment 1 – Rural/Metro of Oregon RFP #519 response dated May 18, 2011

4. **Solicitation Process.** This contract was awarded pursuant to the City's RFP #519 Non-Emergent Basic Life Support Ambulance Transport Service
5. **Term.** This Agreement is effective as of the date first set forth above and shall continue until January 31, 2012 unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. The Agreement may be amended annually, to extend the term stated herein, for not more than two (2) successive one-year periods, upon mutual agreement of the parties. In negotiating any extension CITY shall consider the requirements or SMC Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.
6. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference
7. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference. Each party further represents and warrants to the other that (i) it has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform fully all of the services and obligations contemplated by this Agreement; (ii) all necessary laws, consents, resolutions, and corporate/political actions have duly authorized the execution and performance of this Agreement, and this Agreement constitutes a valid and enforceable obligation of each of the parties; (iii) the person entering into this Agreement is authorized to sign this Agreement on behalf of the party, and (iv) the parties have reviewed this Agreement with their respective legal counsel to the party's satisfaction or voluntarily waived their right to do so. The parties acknowledge that HIPAA and the HITECH Act, and the regulations promulgated there under apply to the activities described in this Agreement, and that both parties are "covered entities" as that term is used in HIPAA and the HITECH Act. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this Agreement shall conform to HIPAA and the HITECH Act no later than the effective date of each such requirement.
8. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
9. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.

## ATTACHMENT 1

- 10. Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
- 11. Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing
- 12. No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its' officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
- 13. Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
- 14. Indemnification and Hold Harmless.** The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or in any way arising out of the Contract, unless such claims, liability, loss, damage or injury are caused or materially contributed to by the City. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 13 below shall not negate Independent Contractor's obligations in this paragraph.
- 15. Insurance.**
  - 15.1. General Insurance.** The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own.
  - 15.2. Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.
  - 15.3 Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If Independent Contractor is exempt from

ATTACHMENT 1

- coverage, a written statement signed by Contractor so stating the reason for the exemption shall be provided to the City.
- 15.4. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence
- 15.5. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. ADL (Contractor initials)
- 15.6. Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work
- 15.7. Subcontracting.** Contractor was selected for its special knowledge, skills and expertise, and shall not subcontract the services, in whole or in part, without the City's prior written approval, which may be withheld for any reason.
- 15.8. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 16. Bonding.** Seller shall file with City at time of execution of this Agreement a Performance Bond issued by a bond company acceptable to City in the amount of \$200,000. The Performance Bond shall remain in force for the life of the contract and shall be renewable annually for the life of the Contract
- 17. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective.
- 18. Rights In Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

ATTACHMENT 1

19. Confidentiality. During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information. In addition to protected health information, as defined in 45 CFR § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d ("Protected Health Information"), during the course of performing this Agreement, each party may from time to time receive confidential information about the other including but not limited to information about the party's customers, patients, practices, procedures, strategies, organization, financial and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party.

20. Liquidated Damages. The parties agree that the failure to comply with performance requirements will result in damages to the City and that determining actual damages caused by some failures would be difficult or impractical. Therefore, the parties agree that the liquidated damages contained herein are not a penalty but are reasonable estimates of actual damages that will occur. Assessment and collection of liquidated damages does not limit the City's rights or ability to exercise any other remedy provided in this Agreement or in law or equity. The following liquidated damages may be adjusted annually for CPI-Portland on an annual basis.

20.1 Start-Up and Zonal Response Times

i. Start-Up

Damages in the amount of Five Hundred Dollars (\$500) per day for each day after the agreed start date will accrue.

ii. Zonal Response Times Requirement Damages

Damages for failure to meet zone monthly response time requirements will accrue as follows:

Zone % Compliance for Non-Emergency Transfers

<u>Percent Compliant</u>	<u>Fine per month</u>
84%	\$500
83%	\$750
82%	\$1,000
81%	\$1,250
80%	\$1,500
<80%	\$2,000

20.2 Equipment and Supplies

If provider's unit fails to have the minimum equipment and supplies required by the City on any call where such equipment or supplies are required, damages in the amount of Five Hundred Dollars (\$500) will be incurred.

20.3 Mechanical Failures

Damages of Five Hundred Dollars (\$500) will be incurred for each preventable mechanical failure occurring while responding to or transport of patient(s) from

## ATTACHMENT 1

any call. The City has the sole discretion to determine whether a failure is preventable.

### **20.4 Ambulance Staffing**

Failure to staff any ambulance responding to any call according to the provisions set forth in section 4.k.iii will result in damages of Seven Hundred and Fifty Dollars (\$750) per incident.

### **20.5 Data Information and Reporting**

Failure to disclose financial, response, or patient information as required in the contract will result in damages of Five Hundred Dollars (\$500) per request.

## **21. "Lame Duck" Provisions**

Should the provider fail to participate or prevail in a future procurement cycle, the provider will agree to continue to provide all services required in and under the agreement until a new provider assumes service responsibilities. Under these circumstances, the provider will, for a period of several months, serve as a lame duck provider. To assure continued performance fully consistent with the requirements of the agreement through any such period, the following provisions will apply:

- i. The provider will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent agreement to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.
- ii. The provider will make no changes in methods of operation, which could reasonably be considered to be aimed at cutting services, and operating cost to maximize profits during the final stages of the agreement.
- iii. The City recognizes that if a competing organization should prevail in a future procurement cycle, the provider may reasonably begin to prepare for transition of the service to a new provider. The City will not unreasonably withhold its approval of the provider's request to begin an orderly transition process, including reasonable plans to relocate staff, scale-down certain inventory items, etc. as long as such transition activity does not impair the provider's performance during this period.
- iv. During the process of subsequent competition conducted by the City, the provider will permit its non-management personnel reasonable opportunities to discuss with competing organizations, issues related to employment with such organizations in the event the provider is not the successful proposer. The provider may, however, require that its non-management personnel refrain from providing information to a competing organization regarding the provider's current operations and the provider may also prohibit its management personnel from communicating with representatives of competing organizations during the competition. However, once the City has made its decision regarding award, and in the event that the provider is not the winner, the provider will permit free discussion between provider's employees and the winning proposer without restriction, and without consequence to the employee.

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- 22. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 23. Prohibition of Competition** The provider upon execution of the agreement expressly waives the right to bid, propose or otherwise compete against the City for any ambulance transport services during the term of the agreement. In the event the agreement is terminated for any reason, the provider also expressly waives the right to bid, propose, request or otherwise compete against the City for any Ambulance Service Area or ambulance transport services for a period of not less than two (2) years.
- 24. Successors In Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 25. Compliance With All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
- 26. Attorney Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, costs, and expenses.
- 27. Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 28. Assistance Regarding Patent And Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 29. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 30. Access To Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly

## ATTACHMENT 1

pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

31. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
32. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
33. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
34. **Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
35. **Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Lane.
36. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.
37. **Compliance with Federal Anti-Kickback Statute.** Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, or would cause one or both the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.
38. **Fair Market Value.** This Agreement has been negotiated at arms length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

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39. Policy Acknowledgement. City acknowledges that it has received copies of Rural/Metro's Code of Ethics and Business Conduct and Rural/Metro's Anti-Kickback Policy.

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

CITY OF SPRINGFIELD:

By: [Signature]  
Name: GENCO GRIMOLDI  
Title: CITY MANAGER  
Date: 6/20/11

INDEPENDENT CONTRACTOR

By: [Signature]  
Name: RICHARD L. COLLINS  
Title: DIVISION GENERAL MANAGER  
Date: 6/20/11

REVIEWED & APPROVED  
AS TO FORM  
[Signature]  
DATE: 6/19/11  
OFFICE OF CITY ATTORNEY

Reviewed by City Contract Officer  
[Signature] 6.17.11

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EXHIBIT "A"

**CITY OF SPRINGFIELD  
INDEPENDENT CONTRACTOR AGREEMENT**

**Independent Contractor Status**

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600 (2005), and as follows:

A person is customarily engaged in an independently established business if any three of the following six requirements are met:

1. The person maintains a business location:
  - a. That is separate from the business or work location of the person for whom the services are provided; or,
  - b. That is in a portion of the person's residence and that portion is used primarily for the business.
2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
  - a. The person enters into fixed-price contracts;
  - b. The person is required to correct defective work;
  - c. The person warrants the services provided; or,
  - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
4. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
5. The person makes a significant investment in the business, through means such as:
  - a. Purchasing tools or equipment necessary to provide the services;
  - b. Paying for the premises or facilities where the services are provided; or
  - c. Paying for licenses, certificates or specialized training required to provide the services.
6. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

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## EXHIBIT "B"

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

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

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B 220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B 220(2)
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3)
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316 167. ORS 279B.220(4)
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B 225
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656 017. ORS 279B.230
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A 055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B 020

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

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653 261 or under 29 U S C 201-209 from receiving overtime. ORS 279B 235(3)
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B 235(5)

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

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C 505(1)(a)
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C 505(1)(b)
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C 505(1)(c)
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316 167. ORS 279C 505(1)(d)
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C 505(2)

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- 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 this 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 279H 520(2)
- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653 010 to 653 261 or under 29 U.S.C 201-209 from receiving overtime. ORS 279C.520(3)
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C 540(1)(b)(B)-(C) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C 525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279 525(3) without written direction from the contracting agency. ORS 279C.525
- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656 017. ORS 279C 530
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C 830(1)
- If this agreement is for demolition, the contract shall also contain the following conditions
- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C 510(1)

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Proposer's RFP #519 Response