



# City Council Agenda

Mayor  
Christine Lundberg

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

**City Manager:**  
Gino Grimaldi  
**City Recorder:**  
Amy Sowa 541.726.3700

City Hall  
225 Fifth Street  
Springfield, Oregon 97477  
541.726.3700  
Online at [www.springfield-or.gov](http://www.springfield-or.gov)

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available. To arrange for these services, call 541.726.3700.

**Meetings will end prior to 10:00 p.m. unless extended by a vote of the Council.**

All proceedings before the City Council are recorded.

February 2, 2015

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

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

## CALL TO ORDER

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

1. Community Development Block Grant (CDBG) Priorities.  
[Tom Boyatt/Molly Markarian] (45 Minutes)

## ADJOURNMENT

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

## CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT

1. Employee Recognition: Niel Laudati – 10 Years of Service.  
[Gino Grimaldi] (05 Minutes)
2. K-9 Retirement – Fedo/Justin Meyers.  
[Tim Doney/Richard Charboneau] (05 Minutes)

CONSENT CALENDAR

1. Claims
2. Minutes
  - a. January 20, 2015 – Work Session
  - b. January 20, 2015 – Regular Meeting
3. Resolutions
4. Ordinances
5. Other Routine Matters
  - a. Approve City Manager’s Signing Springfield Chamber of Commerce Contract for Fiscal Year 2014-15 for \$35,000 for Visitor Services.
  - b. Approve City Manager’s Signing Southern Willamette Economic Development Corporation Contract for Fiscal Year 2014-15 for \$50,000 for Promoting and Creating Economic Development and Business Services.

**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. Resolution Establishing a Lien for Judgments on Nuisance Violations.  
[Bob Duey] (15 Minutes)

**RESOLUTION NO. 1 – A RESOLUTION THAT THE FINANCE DIRECTOR OF THE CITY OF SPRINGFIELD BE AND IS HEREBY DIRECTED TO ADD TO THE LIEN DOCKET THE PROPOSED LIEN UPON THE PROPERTY OWNED BY THE DEFENDANT WHO PLEADED NO CONTEST TO THE NUISUANCE VIOLATIONS.**

**MOTION: ADOPT/NOT ADOPT RESOLUTION NO. 1.**

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

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

BIDS

ORDINANCES

1. Springfield Fire Code, 2014 Edition.  
[Al Gerard]

(10 Minutes)

ORDINANCE NO. 1 – AN ORDINANCE AMENDING THE FIRE CODE FOR THE CITY OF SPRINGFIELD BY ADOPTING, AMENDING, ADDING AND DELETING SECTIONS TO THE STATE OF OREGON 2014 FIRE CODE AMENDMENTS REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM THE STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCES, MATERIAL AND DEVICES, AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES AS HEREIN PROVIDED; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AND REPEALING ORDINANCE NO. 6320 ADOPTED JUNE 16th OF 2014 BY THE CITY OF SPRINGFIELD.

NO ACTION REQUESTED. FIRST READING ONLY.

BUSINESS FROM THE CITY COUNCIL

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

BUSINESS FROM THE CITY MANAGER

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

(EXECUTIVE SESSION – NEXT PAGE)

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7:30 p.m. Executive Session  
(Estimated Time)  
Pursuant to ORS 192.501(6), ORS 192.660(2)(e),  
ORS 40.225, and ORS 192.502(1)  
Council Chambers

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CALL TO ORDER

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

1. Discuss Proposed Sale of City Owned Property.  
[Courtney Griesel] (20 Minutes)

ADJOURNMENT

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 2/2/2015  
**Meeting Type:** Work Session  
**Staff Contact/Dept.:** Tom Boyatt  
Molly Markarian  
**Staff Phone No:** 541-744-3373/  
541-726-4611  
**Estimated Time:** 45 Minutes  
**Council Goals:** Provide Financially  
Responsible and  
Innovative Government  
Services

**SPRINGFIELD  
CITY COUNCIL**

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<b>ITEM TITLE:</b>	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PRIORITIES
<b>ACTION REQUESTED:</b>	Provide direction to staff regarding the continuation of the Springfield Homeownership Program (SHOP) by using CDBG funds in FY2015-16.
<b>ISSUE STATEMENT:</b>	Housing and Urban Development (HUD) HOME Investment Partnership funding is no longer suitable for the Springfield Homeownership Program (SHOP). Community Development Block Grant (CDBG) funding can be used to support SHOP. Moving SHOP into the CDBG program will limit the City's ability to fund other priorities.
<b>ATTACHMENTS:</b>	ATT 1 – Council Briefing Memo ATT 2 – Five Year History of CDBG Fund Allocations
<b>DISCUSSION/ FINANCIAL IMPACT:</b>	For many years the City has been able to use a percentage of its CDBG funding to support worthy projects as applied for by public and non-profit agencies based on review and recommendation by the Community Development Advisory Committee (CDAC). Since 2010/11, CDBG dollars have declined by approximately 30% and funding for eligible agency projects has dropped from \$279,965 to \$137,494 per year.

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Due to increasing complexity of HUD rules for HOME funds, the City is no longer able to finance the Springfield Homeownership Program (SHOP) with HOME funds. If Council desires to maintain SHOP at recent levels in the next fiscal year, the City could use CDBG funds to pay for this program. However, funding SHOP with CDBG absorbs almost all of the limited dollars available in the 2015/16 CDBG budget and the City will not be able to issue an RFP nor award CDBG funding to qualifying projects this year as has been past practice.

In the alternative, to continue awarding CDBG funds to qualifying projects the City Council could consider not funding the SHOP program for the next year. To pursue this course of action the City will need to find approximately \$30,000 in non-HUD funds to cover that portion of personnel cost that would not be reimbursed by the HOME funds nor the CDBG funds.

Attachment 2 provides copies of the previous One Year Action Plan funding allocation sheets for the CDBG program between 2010/11 and 2014/15. It also includes an estimate of funding and the proposed action plan breakdown for 2015/16. Staff will return to Council in April for final adoption of the Action Plan as well as the City's Five Year Consolidated Plan. Providing direction now regarding the SHOP program will assist staff in preparing these documents for submission to HUD and will clarify expectations for the CDAC process.

Staff believe that this coming cycle may be a good year to include the SHOP program in CDBG and hold off on soliciting and awarding project funding to agency partners for one year. The new housing and community services program manager will come on board this spring, and it is felt that a deliberate multi-month process to review the entire CDBG program with Council and the CDAC is warranted.

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**MEMORANDUM**

City of Springfield

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**Date:** 1/26/2015  
**To:** Gino Grimaldi **COUNCIL**  
**From:** Anette Spickard, DPW Interim Director **BRIEFING**  
Tom Boyatt, CMD Manager  
Molly Markarian, Senior Planner  
**Subject:** COMMUNITY DEVELOPMENT BLOCK **MEMORANDUM**  
GRANT (CDBG) PRIORITIES

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**ISSUE:** Housing and Urban Development (HUD) HOME Investment Partnership funding is no longer suitable for the Springfield Homeownership Program (SHOP). Community Development Block Grant (CDBG) funding can be used to support SHOP. Moving SHOP into the CDBG program will limit the City's ability to fund other priorities.

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

Provide Financially Responsible and Innovative Government Services

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**BACKGROUND:**

Federal HUD HOME funding is no longer available to support the Springfield Homeownership Program (SHOP). In recent years the City relied on the HOME Program to fund \$100,000 annually for SHOP, supported with approximately \$35,000 in staff time to deliver that program. SHOP has been a successful program. Since 1992 the SHOP program has provided mortgage loan assistance to 558 low income home-buyers, or an average of approximately 27 households per year. In the last ten years over 1,200 Emergency Home Repairs for items such as roof repairs, ADA accessibility, dry rot, heating and plumbing repairs have been provided to our low income home owners.

Staff presents two options for your consideration regarding the future of the SHOP program.

**Option 1**

While HOME funds are no longer available to support this program, CDBG funds are eligible to be used for this purpose. If the Council desires to maintain this service for Springfield residents Council can choose to use CDBG. However, moving SHOP to CDBG places a burden on the limited CDBG funds available in the FY 2015-16 budget. The SHOP program costs \$135,000 and the available CDBG funds are approximately \$137,000. In order to maintain SHOP at current levels by using the CDBG funds, the City will not have the capacity to issue an RFP nor award CDBG funding to other qualifying projects as has been past practice. (See Attachment 2-Five-Year History of previous CDBG projects.) Under this Option, staff will work with the Community Development Advisory Committee (CDAC) to review community priorities identified for the City's 2015-2020 Consolidated Plan and to prepare recommendations for future use of CDBG funds, but there will be no grant review and award recommendation process this year. Target allocations for the Human Services Commission (HSC) and Emergency Home Repair (EHR) would remain in the proposed CDBG program at past levels.

**Option 2**

If the Council desires to continue granting CDBG funds to qualifying projects other than HSC and EHR and by using the CDAC process in the same manner as previous years, the City Council should consider not funding the SHOP program next year. To pursue this course of action the City would need to find approximately \$30,000 in non-HUD funds to cover personnel costs that would not be reimbursed by either HOME funds or CDBG funds.

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**Next Steps:**

Attachment 2 contains a proposed One Year Action Plan for FY 2015-16. At this time federal projections are for a further 1% to 2% reduction to CDBG funds received by the City in 2015/16. Staff will return to Council in April for final adoption of the One Year Action Plan as well as adoption of the City's Five Year Consolidated Plan for 2015-2020, both of which must be submitted to HUD to continue receipt of our CDBG funds. Providing direction now regarding the SHOP program will assist staff in preparing these documents for submission to HUD and will clarify expectations for the upcoming CDAC process.

Staff will discuss this issue at the planned Community Development Advisory Committee (CDAC) meeting in mid-February as part of the conversation about the identified priority needs that are emerging in the 2015-2020 Consolidated Plan. This conversation with the CDAC will also include information about the changes to the HOME Investment Partnership Program rules and the associated changes to the Lead Agency Consortium agreement with Eugene.

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**RECOMMENDED ACTION:**

Staff recommends Option 1 - that the current SHOP program be funded by CDBG, and that target allocations for Human Services Commission (HSC) and Emergency Home Repair (EHR) remain in the proposed CDBG program at past levels. Staff further recommends that once the Housing and Community Services program manager position is filled and there is sufficient staff expertise in this area, and the schedule allows for an iterative discussion with the CDAC and Council, that an intentional priority settings dialogue occur with respect to the 2016/17 CDBG funding allocations.

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**City of Springfield**  
**FY 2014/15 CDBG Funding Allocations**

**FUNDING AMOUNTS:**

New Grant Funds	\$451,142
Prior Years	\$0
<b>TOTAL AVAILABLE</b>	<b>\$451,142</b>

Applicant	Project	Amount	
		New Funds	Prior Years
Emerald Empire Art Association	Emerald Art, Window Lighting and Display	\$ 8,000	\$ -
Catholic Community Services	Springfield Service Center	\$ 27,615	\$ -
NEDCO, Part 1	Business and Community Development on A Street	\$ 56,379	\$ -
NEDCO, Part 2	Business and Community Development on Main Street	\$ 10,500	\$ -
Springfield Renaissance Development Corporation	Downtown Demonstration Project	\$ 35,000	\$ -
	Emergency Home Repair	\$ 70,000	\$ -
	Project/Program Delivery**	\$ 85,749	\$ -
	Human Services Commission* - 15% cap	\$ 67,671	\$ -
	Grant Administration* - 20% cap	\$ 90,228	\$ -
	Unallocated Funds	\$ -	\$ -
	<b>GRAND TOTAL</b>	<b>\$ 451,142</b>	<b>\$ -</b>

\*Maximum percentage allowed by CDBG regulations

\*\*Personnel costs necessary to administer Emergency Home Repair and Administer projects

**City of Springfield**  
**FY 2013/14 CDBG Funding Allocations**

**FUNDING AMOUNTS:**

New Grant Funds	\$479,568
Prior Years	\$4,075
<b>TOTAL AVAILABLE</b>	<b>\$483,643</b>

Applicant	Project	Amount	
		New Funds	Prior Years
Catholic Community Services	Renovation of the Springfield Community Service Center Parking Lot	\$ 17,500	\$ -
Springfield Economic Development Corporation	Purchase of Downtown property for future development of downtown Mill plaza	\$ 50,000	\$ -
HACSA, Metropolitan Affordable Housing	Acquisition and development of Glenwood Place mixed-use development	\$ 81,580	\$ -
NEDCO, Hatch	Microbusiness assistance for 20 low-income Springfield businesses through the Hatch Business Incubator Program	\$ 30,000	\$ -
NEDCO, Sprout!	Exterior improvements to the Sprout! Regional Food Hub	\$ 20,353	\$ -
	Emergency Home Repair	\$ 95,925	\$ 4,075
	Project/Program Delivery**	\$ -	\$ -
	Human Services Commission* - 15% cap	\$ 71,935	\$ -
	Grant Administration* - 20% cap	\$ 95,914	\$ -
	Unallocated Funds	\$ 16,361	\$ -
	<b>GRAND TOTAL</b>	<b>\$ 479,568</b>	<b>\$ 4,075</b>

\*Maximum percentage allowed by CDBG regulations

\*\*Personnel costs necessary to administer Emergency Home Repair and Administer projects

**City of Springfield**  
**FY 2012/13 CDBG Funding Allocations**

**FUNDING AMOUNTS:**

New Grant Funds	\$452,523
Prior Years	\$73,893
<b>TOTAL AVAILABLE</b>	<b>\$526,416</b>

Applicant	Project	Amount	
		New Funds	Prior Years
Lock Out Crime Project	Installation of home security measures for victims of domestic violence or persons at risk	\$ 15,000	\$ -
Bring Recycling	Planet Improvement Center, Purchase of metal building for indoor storage of saleable goods	\$ 57,000	\$ -
Arc of Lane County	Purchase of clothing drop boxes to expand drop box program	\$ 12,000	\$ -
City of Springfield, Public Works	STOP for Students, purchase of flashing crossing controls to improve student safety	\$ 30,000	\$ -
The Relief Nursery	Purchase of Therapeutic Playground Equipment	\$ 38,000	\$ -
City of Springfield, Public Works	Improvements to Centennial Fountain Plaza	\$ 30,000	\$ -
NEDCO	Sprout! Regional Food Hub, purchase of commercial kitchen equipment	\$ 7,140	\$ 50,860
NEDCO	Downtown Façade Improvement Program	\$ 25,000	\$ -
NEDCO	Hatch Business Incubator and Food Cart Program	\$ -	\$ 23,033
	Emergency Home Repair	\$ 80,000	\$ -
	Project/Program Delivery**	\$ -	\$ -
	Human Services Commission* - 15% cap	\$ 67,878	\$ -
	Grant Administration* - 20% cap	\$ 90,505	\$ -
	Unallocated Funds	\$ -	\$ -
	<b>GRAND TOTAL</b>	<b>\$ 452,523</b>	<b>\$ 73,893</b>

\*Maximum percentage allowed by CDBG regulations

\*\*Personnel costs necessary to administer Emergency Home Repair and Administer projects

**City of Springfield**  
**FY 2011/12 CDBG Funding Allocations**

**FUNDING AMOUNTS:**

New Grant Funds	\$553,793
Prior Years	\$18,755
<b>TOTAL AVAILABLE</b>	<b>\$572,548</b>

Applicant	Project	Amount	
		New Funds	Prior Years
Lock Out Crime Project	Installation of home security measures for victims of domestic violence or persons at risk	\$ 9,245	\$ 18,755
Planned Parenthood of Southwest Oregon	Assistance with the construction of a regional health clinic in Glenwood	\$ 73,893	\$ -
Emerald Empire Art Association	Assistance to repair exterior walls to prevent further water damage	\$ 31,913	\$ -
Alvord-Taylor, Inc.	Renovation of group homes for adults with severe mental disabilities	\$ 11,337	
NEDCO	Purchase of downtown property for Regional Community Food Hub	\$ 153,577	
	Emergency Home Repair	\$ 80,000	\$ -
	Project/Program Delivery**	\$ -	\$ -
	Human Services Commission* - 15% cap	\$ 83,069	\$ -
	Grant Administration* - 20% cap	\$ 110,759	\$ -
	Unallocated Funds	\$ -	\$ -
	<b>GRAND TOTAL</b>	<b>\$ 553,793</b>	<b>\$ 18,755</b>

\*Maximum percentage allowed by CDBG regulations

\*\*Personnel costs necessary to administer Emergency Home Repair and Administer projects

**City of Springfield  
FY 2010/11 CDBG Funding Allocations**

**FUNDING AMOUNTS:**

New Grant Funds	\$663,255
Prior Years	\$202,336
<b>TOTAL AVAILABLE</b>	<b>\$865,591</b>

Applicant	Project	Amount	
		New Funds	Prior Years
Volunteers in Medicine	Assistance in relocating the Volunteers in Medicine to Springfield including design, construction, and addition of 6 examination rooms	\$ 60,000	\$ -
Mainstream Housing	Replacement and repair of parking lot and drainage systems at the Aquarius Apartments	\$ 13,213	\$ -
eDev - NEDCO	Downtown Business Incubator Project and microbusiness training and assistance to 15 Springfield residents	\$ 30,000	\$ -
Momma's Kitchen Restaurant, LLC	Business development loan for facility improvements	\$ 12,000	\$ -
Springfield School District	Mt. Vernon Elementary School playground accessibility improvements	\$ 35,370	\$ -
Relief Nursery	Phase II of the Relief Nursery expansion project	\$ 50,000	\$ -
	Emergency Home Repair	\$ 120,000	\$ -
	Project/Program Delivery**	\$ -	\$ -
	Human Services Commission* - 15% cap	\$ 99,488	\$ -
	Grant Administration* - 20% cap	\$ 132,651	\$ -
	Unallocated Funds	\$ 110,533	\$ 202,336
	<b>GRAND TOTAL</b>	<b>\$ 663,255</b>	<b>\$ 202,336</b>

\*Maximum percentage allowed by CDBG regulations

\*\*Personnel costs necessary to administer Emergency Home Repair and Administer projects

**CDBG Budget Projection for FY 2015/16**

CDBG program year	<b>14/15</b>	<b>15/16</b>	
Federal Fiscal Year	<b>2014</b>	<b>2015</b>	<b>% Change</b>
Federal CDBG allocation	\$ 3,030,000,000	\$ 3,000,000,000	-1.0%
<b><u>Budget Detail</u></b>			
Admin	90,228	89,335	-1.0%
Human Services Commission	67,671	67,001	-1.0%
Project/Program Delivery	85,749	84,900	-1.0%
Emergency Home Repair	70,000	70,000	0.0%
Projects or SHOP	137,494	135,439	-1.5%
<b>TOTAL</b>	<b>\$ 451,142</b>	<b>\$ 446,675</b>	<b>-1.0%</b>

## Springfield Upbeat

February 2, 2014

### Niel Laudati, 10 Years of Service

1. What personnel data, promotions, career highlights, and significant accomplishments best tell our Council about the employee?
  - Niel started with the city in October of 2004 as the Public Information & Education Specialist for Public Works.
  - In September 2005, Niel was promoted to the position of Community Relations Coordinator and moved to the City Manager's Office.
  - In October of 2008, Niel was promoted to the position of Community Relations Manager.
  
2. How has the Department changed over the employee's career?
  - When I arrived we did very little media outreach and had no real media presence. We still faxed releases which was rare even 10 years ago. CMO has been among the early adopters of office technology.
  
3. How has the employee grown in their position and their career?
  - Become more knowledgeable about legislative issues
  - Served as President of the PRSA
  - Taught classes on How to Work with the Media to staff, groups and other professional organizations
  
4. What significant projects or events has the employee been involved in?
  - Each State of the City since 2006
  - The City's 125 Anniversary Celebration
  - Coordinated design and installation of the City's welcome Sculpture
  - Redesigned logos and produced nearly all graphic art products for the City
  - Started the Nick Symmonds Springfield 800M, the Springfield Emeralds night, City Hall Trick or Treat program, and the City-wide light pole banner program.
  - Wrote and produced award winning City videos
  - Started social media for the City in 2007 – developed and maintains current Facebook, Twitter and Youtube pages
  - Developed media outreach program for the City and has done hundreds of interviews
  - Worked several high-profile media issues
  - Lead the Simpsons contest in 2007 and Simpsons Mural installation in 2014
  - Coordinated Public Outreach for six successful ballot measures
  - Coordinates City's United Front lobbying effort
  
5. What positive comments do his/his co-workers have to share about the employee?
  - Niel is completely committed to his family. He's a great dad, husband and son.
  - Niel cares about Springfield and recently moved into town not so much to prove it, but because it was the right thing to do.
  - Niel has Springfield's interests at heart in everything that he does. His pride in the City and community is evident in his everyday actions. He's a positive force for Springfield and we're lucky to have him as an employee and community member.
  - Provides constructive, useful feedback when planning communications and projects;
  - Professional in representing the city and when working with staff and citizens.
  - Passionate about helping make the City of Springfield a great place to live and work for all.

February 2, 2015

Springfield Upbeat

## K9 FEDO RETIREMENT

In February 2008, K9 Fedo was purchased with money donated by Springfield citizen Angelica Boggs. 4 year old Fedo who was imported from Germany began working on patrol with Officer Mark Simmons within a few months of his arrival. In September of 2009 Fedo changed partners and started working with Officer Dan Grice. Fedo remained with Officer Grice until a medical issue required Office Grice to leave the K9 unit. In February 2011 Fedo moved to his last and permanent partner, Officer Justin Myers. Justin grew up with German Shepherds and one of those dogs was the son of a Springfield Police dog. Fedo and Justin quickly bonded and have been inseparable since. Last year, Justin was married and Fedo stood by him in the wedding.

Fedo was a very good police dog and Justin brought out the best in him. They won Top Dog honors at both the Springfield and Bend K9 competitions. During his career Fedo was responsible for the arrest of 142 criminals and the recovery of almost \$50,000 in property.

One of Fedo and Justin's best captures occurred in 2013 when a person was shot outside the Springfield Walmart. The suspect vehicle was located, but after a short pursuit was able to elude the officer. The vehicle was located abandoned a few minutes later and Fedo was called to the scene. After a short search he located the shooter in a nearby alley. Fedo and Justin continued searching for the 2<sup>nd</sup> suspect and approximately 3 hours later located him hiding in a backyard. The charges included Attempted Murder and Robbery 1.

After almost 7 years of service to Springfield, Fedo has retired and moved into the Myers' house full time. Justin says it only took Fedo a few days to figure out that if he was outside and whined at the door his wife would let him in. Fedo looks forward to lounging around the house and playing with his new favorite toy, a full size basketball. Apparently they don't last long!

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 1/20/2015  
**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 20, 2015 – Work Session
  - b. January 20, 2015 – Regular Meeting
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**DISCUSSION/  
FINANCIAL  
IMPACT:**

None.

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MINUTES OF THE WORK SESSION MEETING OF  
THE SPRINGFIELD CITY COUNCIL HELD  
TUESDAY JANUARY 20, 2014

The City of Springfield Council met in a work session in the Jesse Maine Meeting Room, 225 Fifth Street, Springfield, Oregon, on Tuesday, January 20, 2015 at 5:30 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

1. Animal Control Program Discussion.

Mike Harman, Services Bureau Manager, presented the staff report on this item.

Mr. Harman said he was here to discuss the Animal Control program and seek direction on whether or not to prepare a draft ordinance requiring veterinarians to report vaccinations to the Police Department Animal Control program to ensure vaccinated dogs are also licensed.

The City has a code requiring that dogs be licensed by their owners. Approximately 60-70% of the animals the Animal Control officer encounters in the street do not have a license for a variety of reasons. Licensed dogs are often returned home before the owner realizes they are missing, and the City saves money by avoiding the cost of sheltering a found animal at Greenhill. One of the ongoing challenges in implementing the licensing code is informing dog owners of the requirement and enforcing compliance.

Every couple of years, the Police Department evaluates the programs to see how well they are working and the cost benefit to the City. The Animal Control program is a good program and is on solid footing. They received positive reviews in how they handle most lost-dog calls. The current Animal Control officer, Brian Austin, has been with the department since 2010 and has done a good job with social media and increasing the number of dogs returned. He feels it would be much easier if the dogs have a license.

Lane County has had such an ordinance in place since 2003, and the City of Eugene also has a similar ordinance. County staff report that the number of dogs with County licenses has more than doubled since implementation of their ordinance.

Veterinarians, while expected to be initially opposed to the program, potentially benefit from this ordinance because their customers receive a reminder from the Vet to update their pet's vaccination and also a renewal notice from the City for the license which requires the vaccination.

The Police Department Animal Control Program is ranked as a 'Quartile 3' Program in the Priority Based Budget model. The current program costs approximately \$130,000 per year to operate and has historically generated approximately \$30,000 in revenue. A recent increase in basic license fees, more closely matching regional partners, is on track to increase revenues this year to about \$54,000. Program revenues would more closely match expenditures if a higher percentage of residents were complying with the existing city code requiring the license.

Councilor Woodrow asked if the City had polled the Springfield veterinarians to see how they feel.

Mr. Harman said they have not.

Councilor Woodrow said she had talked with one of the local veterinarians who had a concern regarding privacy. She noted that vets use software that itemizes each cost and she is concerned they may charge for that service as it may involve staff time. She asked how it would be enforced. There could be people that don't come in to get their vaccinations and exams in order to avoid being reported. The original purpose for licensing in order to locate pet's homes is not as important because of microchips. She would rather have a program where we campaign the positives of licensing your pet rather than punitive. She would like to see them capitalize on the good-will the animal control program already has with the current animal control officer. She is comfortable not having the animal control position not being fully self-funding and would be willing to continue to find funding for that position.

Councilor Pishioneri said they had a similar conversation years ago. The animal program is on good footing, so he doesn't see a problem. The public will see this negatively and a financially driven step by the government. He is uncomfortable involving private businesses (veterinarians) to partake in enforcement steps.

Councilor Wylie said she agrees, and doesn't like mandatory reporting to get funding. She wondered about the issue of people not getting their dog vaccinated so they aren't reported. She would be interested to hear about Eugene's experience.

Mr. Harman said it is hard to say if people aren't getting their dog vaccinated. The fine for not getting licensed is \$110. Once Animal Control deals with an animal at-large or a barking dog, they enforce any other violations and licensing if needed.

Councilor Wylie asked if they had talked to Eugene about the effect of the ordinance.

Mr. Harman said the County said it was not difficult for the veterinarians. He described the process once the County staff gets the list from the veterinarians.

Councilor Wylie said having more dogs licensed, knowing who has had their rabies shot, and making the community safer might be a way to put away any feelings of negativity towards reporting. She felt they should weigh the good in the community with the reporting by the veterinarians.

Councilor Ralston said he was uncomfortable having that information being turned over and saw no clear benefit. We don't have a rabies problem in our community. If a person doesn't want to license their dog, he doesn't want to make them.

Councilor VanGordon said he is also uncomfortable with mandatory reporting. We would need to have a pretty high bar if expecting the vets to do something, such as an outbreak of disease. There is a strong argument to increase dog licensing in the community, and he feels the Animal Control program is critical. He would be open to other programs and ideas that might help drive an increase in the amount of dog licenses in the community, such as online licensing. The reporting is not the right solution, but there are things that could be done to improve services and cut costs to make it more sustainable. He would encourage that conversation. He doesn't want to trade the good will the Animal Control officer has built for additional funds.

Councilor Pishioneri said he is not seeing a need for this with a major issue. The County program involved going out and actively enforcing, and going home to home. He asked if Eugene and Lane County could show a drop in rabies or bites since they have implemented the program. If there is not a major need, he feels they should focus their time on issues that have to be addressed and will show

some good. He agrees that making things more efficient is great and they should move in that direction.

Councilor Moore said it is part of the City Code to be licensed, yet we are not enforcing the Code. She asked if instead of asking veterinarians to report vaccinations, they could ask them to handle licensing. She agrees they should look at other approaches to encourage licensing and try to create a level playing field for those that are getting their dog licensed. Maybe they could find another way to track dogs rather than licensing.

Councilor Woodrow said if they look at enforcing, it will involve more staff time and resources. They are already taking money out for Animal Control so funding for enforcement would be hard to find. Licensing dogs at the veterinarian may bring up the same concerns regarding privacy because they would need to turn that over to the City.

Mr. Harman said during the last 5-6 years, the City has offered to partner with the veterinarians to license pets at the clinics. A couple of veterinarians do that, but smaller offices felt it was too much to train their staff and have chosen to opt out. They regularly put information about licensing on the FaceBook page, the Animal Control officer goes to the National Night Out event, the Justice Center Open Houses, and other community events to promote licensing, which has helped slightly.

Councilor Ralston said he is not sure why people don't want to license their pet. He asked what it cost.

Mr. Harman said to license a spayed or neutered dog for one year, it cost \$15. They can be put on the same cycle as their rabies shots every three years with a discount. This is an annual fee and there is a reduced rate for seniors.

Councilor Ralston said every puppy gets vaccinated so that does make sense for people to license their dog at that time. Otherwise leave it alone.

Mr. Harman said the rabies vaccination is every three years and could coincide with licensing.

Councilor VanGordon said the value in licensing pets of getting pets returned in an older view and has changed with microchips and social media. It might be worthwhile to have a discussion about the current value of licensing. He suggests expanding the definitions of the pros of licensing. He asked if people got a ticket or a warning if Animal Control comes out on a call and the animal is not licensed.

Mr. Harman said the owner gets a warning with 30 days to get their dog licensed. If they don't license the dog within 30 days, Animal Control will follow up.

Councilor VanGordon asked how many times Animal Control made contact last year. It was about 600 times. With the rate of dogs unlicensed, those calls will naturally bring an increase in licensing.

Mr. Harman said under the current system, it could take about 10-15 years, and with a reporting program it could take about 3 years.

Councilor Moore asked if there was a requirement at the Humane Society that dogs that get vaccinated are reported to the city.

Mr. Harman said not in Springfield, but if part of the adoption from the Humane Society included a vaccination, it would be reported to the City of Eugene or Lane County.

Councilor Moore asked if they could include reporting from the Humane Society in our Code.

Councilor Ralston said it is difficult to enforce.

Councilor Pishioneri said like other City codes, we enforce these as we get complaints. Everyone knows they need to license their dog. He feels those cited should get fined rather than just getting a warning because people should know.

Councilor Wylie said she prefers the warning. If Animal Control is underfunded, we may regret if we have to discontinue the program. Sometimes the City needs to do things that are unpleasant to fund the services needed.

Mr. Harman said the program was currently funded, and he is not recommending doing away with program. It does draw some of its funding from the General Fund.

Mayor Lundberg said there is a general sense that we don't want to force reporting and compliance, although it wouldn't be a hardship for many veterinarians that are already reporting for Eugene and Lane County. We need to find the incentive for having a license, rather than it feeling invasive and mandatory. They could look at ways to allow people to voluntarily contribute, which might be a way veterinarians want to participate. Some people aren't aware that once they get the rabies tag, they also need a license, so educating the public is important. She feels Animal Control is of significant importance to the community so they need to come up with other ideas. Maybe part of the licensing fee could go towards scholarships.

Councilor Pishioneri said perhaps the City should enact code requiring each veterinary office to put up a poster of requirements of being a dog owner.

Mr. Grimaldi said there were requests for information from the City of Eugene and Lane County. Since they Council is not pursuing such an ordinance, they will not gather that information.

Discussion was held regarding whether or not they need to implement a code for the posters. Council determined that Code is not required, but putting up a poster would be encouraged.

Mr. Harman said staff would work with veterinarians. They had always been very cooperative.

#### ADJOURNMENT

The meeting was adjourned at 6:42 p.m.

Minutes Recorder – Amy Sowa

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Christine L. Lundberg  
Mayor

Attest:

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Amy Sowa  
City Recorder

City of Springfield  
Regular Meeting

MINUTES OF THE REGULAR MEETING OF  
THE SPRINGFIELD CITY COUNCIL HELD  
TUESDAY JANUARY 20, 2015

The City of Springfield Council met in regular session in the Council Chambers, 225 Fifth Street, Springfield, Oregon, on Tuesday, January 20, 2015 at 6:58 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Lundberg.

BUSINESS FROM THE CITY MANAGER

1. Springfield Council Member – Oath of Office.

City Attorney, Mary Bridget Smith, administered the Oath of Office to Joe Pishioneri.

SPRINGFIELD UPBEAT

1. Mayor's Recognition.
2. Employee Recognition: Elizabeth Kelly, 20 Years of Service.

City Manager Gino Grimaldi presented this item. He acknowledged Ms. Kelly's years of service and her accomplishments over the past twenty years, including her volunteerism both locally and during her travels around the world. He presented Ms. Kelly with a plaque acknowledging her years with the city.

CONSENT CALENDAR

1. Claims
  - a. Approval of the November 2014, Disbursements for Approval.
  - b. Approval of the December 2014, Disbursements for Approval.
2. Minutes
  - a. October 27, 2014 – Joint Elected Officials Public Hearing
  - b. November 3, 2014 – Work Session
  - c. November 3, 2014 – Regular Meeting
  - d. November 17, 2014 – Work Session
  - e. November 17, 2014 – Regular Meeting
  - f. November 24, 2014 – Work Session
  - g. December 1, 2014 – Work Session
  - h. December 1, 2014 – Regular Meeting

- i. January 13, 2015 – Work Session
  - j. January 13, 2015 – Regular Meeting
3. Resolutions
  4. Ordinances
  5. Other Routine Matters
    - b. Formally Accept the Springfield 2014 Comprehensive Annual Financial Report.
    - c. Approval of Liquor License Application for Driftwood Bar & Grill, located at 5094 Main Street, Springfield, Oregon.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO APPROVE THE CONSENT CALENDAR WITH ITEM 5A REMOVED. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

ITEMS REMOVED

5. a. Approve a Motion to Award and Authorize City Manager to Sign a Contract with Metro West Ambulance, Inc. for Pre-scheduled and Inter-facility Non-emergent Basic Life Support Ambulance Transports in ASA #5.

City Attorney Mary Bridget Smith noted some perfunctory changes to the contract that need to be made per Lane County. Staff asks that Council approve the contract subject to those changes being made.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO AWARD AND AUTHORIZE THE CITY MANAGER TO SIGN A CONTRACT WITH METRO WEST AMBULANCE SUBJECT TO AMENDMENTS AS DESCRIBED BY THE CITY ATTORNEY. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

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. Commercial Avenue Vacation

ORDINANCE NO. 6333 – AN ORDINANCE VACATING A PORTION OF COMMERCIAL AVENUE AND A PORTION OF “A” STREET, INCLUDING THE INTERSECTION OF SAID STREETS, AND DECLARING AN EMERGENCY.

Andy Limbird, Senior Planner, presented the staff report on this item.

The City’s Development & Public Works Department has initiated the subject street vacation action to address long-standing property access and security issues at the intersection of Commercial Avenue and A Street.

Staff has initiated the vacation action in accordance with Resolution 2014-33 adopted by the City Council on October 20, 2014. The right-of-way proposed for vacation is a vestigial segment of Commercial Avenue that became a dead-end “spur” after Commercial Avenue was realigned to create a 4-way intersection with 42<sup>nd</sup> Street and Smith Way. The subject vacation area is not part of a functional through-street and is not identified as a current or future connection on the City’s conceptual local street map. In its current configuration, the affected portion of Commercial Avenue functions as part of a gated commercial driveway that terminates at an oblique intersection with A Street. West of the intersection with Commercial Avenue, the subject portion of A Street is undeveloped road right-of-way that lacks a paved road surface and associated street improvements.

Staff is recommending vacating the intersection of Commercial Avenue and A Street to allow the adjoining property owners to resolve ongoing issues with property security and secondary access to their businesses that front onto 42<sup>nd</sup> Street. Upon vacation of the subject right-of-way, approximately one-third of the vacation area will accrue to Tax Lot 600 (214 42<sup>nd</sup> Street) and two-thirds to Tax Lot 1300 (136 42<sup>nd</sup> Street). Staff advises that concurrent with vacation of the right-of-way a public utility easement will be recorded against the vacation area to allow for maintenance, repair, and replacement of existing utility infrastructure.

Mr. Limbird said several people had called the city with questions and staff had provided them with responses and clarification.

Councilor Pishioneri asked if they were vacating with consideration.

Mr. Limbird said we were not. A resolution was adopted by Council to waive consideration for the affected area. It is not deemed to have significant public benefit and would only serve as an area that could be improved for Commercial access. It is encumbered with utilities. The resolution passed by Council directed staff not to contribute any monetary value to the area.

Councilor Pishioneri asked if this rendered A Street inaccessible.

Mr. Limbird said it would be accessible from the west, but is undeveloped. It is conceivable that sometime in the future if this area is redeveloped, the roads could be realigned and replatted to create an intersection. A Street would not continue through as a public street to the intersection.

Mr. Grimaldi said there is some public benefit from this vacation. This is a difficult intersection and is unsafe to make a left turn onto 42<sup>nd</sup> Street.

Councilor Ralston said the City owns that portion of A Street and he asked what would happen with the piece of A Street to the north.

Mr. Limbird said the section on the west of the vacation would accrue to the western property and the section on the east side of the vacation would accrue to the property to the east. The street would be split 50 percent to each property owner. Currently, only one property had access.

Mayor Lundberg opened the public hearing.

1. Brian Marlow, 136 42<sup>nd</sup> Street, Springfield, OR. Mr. Marlow said he had a long-term lease for the property to the west of the proposed vacation and owned Woodstone Structures, LLC. He noted the only access to the property and the danger in getting out at that location without pulling over the sidewalk and into the street. The City Recorder distributed photos and

information provided by Mr. Marlow to the Mayor and Council. Mr. Marlow referred to those photos which showed the visibility in pulling out at that location due to the chain link fence. This is a safety issue.

2. Prism Marlow, 136 42<sup>nd</sup> Street, Springfield, OR. Ms. Marlow said she was a partner of Woodstone Structures, LLC. She also referred to the photos and information and the route they have to take to exit the property. When they first moved onto the property, they met with the neighbors and discussed removing the second gate. She noted the two gates in the photos and how they prevented her employees from exiting onto Commercial Avenue. She said she had read through the agenda packet and hoped that by vacating the areas noted, it would allow them both to use that portion of Commercial Avenue for access. She referred to the Municipal Code, section 6.110 regarding Obstructing Streets. That obstruction is happening right now.

Councilor Pishioneri said the fence is not installed correctly and does not allow safe egress and ingress from the property. There is also personal property parked on the street which doesn't allow egress or ingress out the north end. He also sees a lot of encroachment on private and public property. He felt those issues need to be resolved and then they could consider vacating the property.

Chris Moorhead, city surveyor, came forward to address Councilor Pishioneri's concerns. There is an informal right-of-way use agreement to the owner of the property on the east that was put into place in the mid-1990's. They were allowed by the City to fence that area and park vehicles in that location. Staff proposed to extinguish that right-of-way agreement and vacate the area. The half of Commercial Avenue noted in red, would become property owned by the property noted in red (east property). The half of Commercial Avenue noted in yellow, would become property owned by the property in yellow (west property), which the Marlow's lease. The fence in the right-of-way would need to be removed.

Mr. Grimaldi said when the original informal right-of-way agreement was put into place, it was to address security issues. The business asked for help so they could install the fence. The City was now backing out of that agreement. Both property owners agree with this solution.

Mayor Lundberg said this is a solution that works for both properties.

Councilor Pishioneri asked if staff is aware of other informal agreements.

Mr. Moorhead said they are not aware of any other agreements. He explained the configuration of the vacation to each property.

Mayor Lundberg closed the public hearing.

Councilor Pishioneri said he was fine moving forward, but was not happy that they had an informal agreement to begin with.

Mr. Grimaldi said the City no longer makes informal agreements, nor will they in the future.

Councilor Ralston said he approves the vacation.

Councilor VanGordon said was in favor of the vacation. He referred to one of the photos of the property that showed a second gate blocking Commercial Avenue. He asked if that gate was still in place.

Mr. Moorhead said there is just one gate. If a fence is put up, it would need to be clear of the vacation.

Councilor VanGordon said with this vacation, both properties would have access to Commercial Avenue.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO APPROVE ORDINANCE NO. 6333. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

BUSINESS FROM THE AUDIENCE

1. Thomas Mulhern, Director of Catholic Community Services, 1025 G Street, Springfield, OR.  
Mr. Mulhern thanked the City for the ongoing support for the Lane County Human Services Commission as some of that support comes back to Catholic Community Services (CCS) and benefits the programs. He also thanked the Council for the specific support for the tenants who were displaced when Jim's Landing was shut down. That was a significant event for everyone and CCS had been following up with the tenants. Of the funding Council authorized to be spent on assisting those tenants with first/land month's rent, deposits and application fees, they had been able to help 12 people get into housing spending \$11,068. There are a couple of people who found their own housing without the assistance of CCS, and there are several others living in temporary housing arrangements while they try to find a place and evaluate their options. CCS continues to work with those tenants that want their help and will continue as long as the funds remain. The Springfield staff had been wonderful to work with and were very professional and caring.

COUNCIL RESPONSE

Mayor Lundberg said Mr. Mulhern and CCS should get a thank you for agreeing to take on those tenants. She knows they are always over-worked and busy. This was very helpful to the City.

CORRESPONDENCE AND PETITIONS

1. Correspondence from Pam and Craig Enberg Regarding City's Assistance with Jim's Landing.

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

BIDS

ORDINANCES

BUSINESS FROM THE CITY COUNCIL

1. Committee Appointments
  - a. Arts Commission Applicant Appointment.

Assistant City Manager Jeff Towery, on behalf of Librarian Kristen Cure, presented the staff report on this item.

The Arts Commission has three vacancies on its board of nine commissioners. The Council conducted interviews of three applicants during the January 13, 2015 work session. Based on direction from those interviews, all three applicants were being recommended for appointment.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO RE-APPOINT NILES SHARTZ TO THE ARTS COMMISSION WITH A TERM ENDING DECEMBER 31, 2018. 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 APPOINT RICK DUNAVEN TO THE ARTS COMMISSION WITH A TERM ENDING DECEMBER 31, 2018. 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 APPOINT WANDA SEAMSTER TO THE ARTS COMMISSION WITH A TERM ENDING DECEMBER 31, 2017. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

b. Library Advisory Board Appointment.

Assistant City Manager Jeff Towery, on behalf of Library Director Rob Everett, presented the staff report on this item.

The Library Advisory Board has two vacancies on the board. The Council conducted interviews of two applicants during the January 13, 2015 work session. Based on direction from those interviews, both applicants were being recommended for appointment.

**IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO APPOINT PETER FEHRS TO THE LIBRARY ADVISORY BOARD FOR A FOUR-YEAR TERM EXPIRING DECEMBER 31, 2018. 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 APPOINT VICTORIA STEPHENS TO COMPLETE A TERM ON THE LIBRARY ADVISORY BOARD WITH A TERM EXPIRING DECEMBER 31, 2015. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

c. City Council President Appointment.

Gino Grimaldi, City Manager, presented the staff report on this item.

The Springfield Charter and the City Council Operating Policies and Procedures provide that at the first regular meeting in January after each general election, the Council shall elect by ballot one of its members as President of the Common Council.

The Council President shall function as Mayor when the Mayor is absent from a Council meeting, or the Mayor is unable to function as Mayor.

City Recorder Amy Sowa distributed ballots for each of the Council.

**IT WAS MOVED BY COUNCILOR RALSTON WITH A SECOND BY COUNCILOR PISHIONERI TO NOMINATE COUNCILOR WOORDOW AS THE CITY COUNCIL PRESIDENT. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.**

Mayor Lundberg congratulated Councilor Woodrow as being elected as the new Council President.

2. Business from Council

a. Committee Reports

1. Councilor Moore said she attended the Lane Workforce Partnership today. There is a new, entertaining video online about Lane Workforce. She said she would send the Council a link to that video.
2. Councilor Wylie thanked the Council for their support of her as the previous Council president. She enjoyed it and felt it was a good partnership with Mayor Lundberg. She encouraged Councilor Woodrow to work with the Mayor and support the Council. She wished her well.

Mayor Lundberg thanked Councilor Wylie for her service and what she brought to the table.

3. Councilor Ralston said Lane Regional Air Protection Agency (LRAPA) has historically had a Budget Committee member that was appointed by the City Council. Bob Brew was the previous Budget Committee member, but has now moved. The Budget Committee meetings start in March so a new appointee is needed. The Budget Committee only meets a couple of times each year in March.
4. Councilor Pishioneri said he attended the Metropolitan Wastewater Management Commission (MWMC) and found it very informative and a great group of members. He was looking forward to working on that committee. They were very complimentary of Councilor Woodrow who previously served on that commission. He thanked her for her willingness to serve as Council President.
5. Mayor Lundberg said she will take a letter from T4 America to Washington DC when she goes back in February to try to promote the need for road funding for the State. The State is working on it and the Federal government should, too.

Councilor Ralston said a gas tax is the best way to do that and is currently very low.

Mayor Lundberg said the letter is basically asking for a gas tax.

b. Other Business

BUSINESS FROM THE CITY MANAGER

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

The meeting was adjourned 7:39 p.m.

Minutes Recorder Amy Sowa

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

Attest:

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

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**AGENDA ITEM SUMMARY****SPRINGFIELD  
CITY COUNCIL****Meeting Date:** 2/2/2015  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** John Tamulonis, CMO  
**Staff Phone No:** 541-726-3656  
**Estimated Time:** Consent Calendar  
**Council Goals:** Community and  
Economic Development  
and Revitalization

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**ITEM TITLE:**

SPRINGFIELD CHAMBER OF COMMERCE CONTRACT

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**ACTION****REQUESTED:** Approve City Manager's Signing Springfield Chamber of Commerce Contract for Fiscal Year 2014-15 for \$35,000 for Visitor Services.

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**ISSUE****STATEMENT:** The City of Springfield has an ongoing contract with the Springfield Chamber of Commerce to provide tourism and travel information about the community and Springfield to visitors and tourists. The services are listed in Attachment 1 (Contract) and within that document as Attachment 1 of the contract (page 9).

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**ATTACHMENTS:**

1. Springfield Chamber of Commerce Contract 2014-15

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**DISCUSSION/****FINANCIAL  
IMPACT:**

There is no financial impact in that the funds are budgeted for the current fiscal year. As part of the contract, the Chamber will provide an update of the fiscal year's activities to City Council and/or to the Budget Committee this Spring.

**CITY OF SPRINGFIELD**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
(Type 4: For Personal Services Contracts Not Requiring Professional Liability Insurance)  
Contract # 1376

Dated: July 1, 2014

Parties: City of Springfield ("CITY")  
A municipal corporation in the State of Oregon  
225 Fifth Street  
Springfield, Oregon 97477  
and  
Springfield Area Chamber of Commerce ("Independent Contractor")

**Additional Independent Contractor Information:**

- A. Type of Entity:  Sole Proprietorship  Partners  Limited Liability Company  Corporation
- B. Address: P.O. Box 155  
Springfield OR97477
- C. Telephone: 541-746-1651
- D. Fax No: 541-726-4727
- E. Web Site: <http://www.springfield-chamber.org>
- F. SSN or Fed. I.D. No: 93-0286205
- G. 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
208-63400-650046	100%

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

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment 1 attached hereto and incorporated herein by this reference and in an amount not to exceed \$35,000.
2. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described in Attachment 1.
3. **Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5<sup>th</sup> Street, Springfield, OR 97477 or email to [accountspayable@springfield-or.gov](mailto:accountspayable@springfield-or.gov). Invoice will be paid on net 30 day terms upon City acceptance of work or services performed. The invoice must reference this contract #1376.
4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until June 30, 2015 unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
5. **Sourcing.** Exempt under Springfield Municipal Code 2.703(2)(d). Independent Contractor is the only firm doing the required work for the Springfield community.

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. **First Point of Contact.**

<b>Independent Contractor:</b>	<b>Dan Egan, Executive Director</b> 541-746-1651 dan@springfield-chamber.org
<b>CITY:</b>	<b>John Tamulonis, Community Development Manager</b> 541-726-3656 jtamulonis@springfield-or.gov
  
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference.
  
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
  
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
  
11. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
  
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
  
13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
  
14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
  
15. **Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The 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 Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The 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

**16. Insurance.**

**16.1 General Insurance.** The Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section 16 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

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

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

**16.4 Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. \_\_\_\_\_ (Contractor initials)

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

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

**16.7 Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverages equivalent to those required of the Independent Contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors.

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

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

make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

18. **Rights in Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
19. **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.
20. **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.
21. **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.
22. **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.
23. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
24. **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.
25. **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.
26. **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.
27. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

- 28. **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.
- 29. **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.
- 30. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 31. **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.
- 32. **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.
- 33. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

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

**CITY OF SPRINGFIELD:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

By: Dan Egan  
 Name: DAN EGAN  
 Title: Executive Director  
 Date: 12/17/2014

Reviewed by City Contract Officer  
 No Attorney Review

[Signature] 1.13.15

## 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.

## EXHIBIT "B"

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

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

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

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

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting

agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.

- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

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

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

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

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

## ATTACHMENT 1

Whereas, the City Council of the City of Springfield (City) on determining the needs for services of the Springfield Chamber of Commerce (Independent Contractor) authorized a total appropriation of \$35,000 from the Transient Room Tax Fund for the INDEPENDENT CONTRACTOR during the fiscal year ending June 30, 2015.

Now, therefore, for and in consideration of the mutual terms and conditions herein contained to be faithfully performed and kept by the City and the INDEPENDENT CONTRACTOR for the term of the contract of July 1, 2014 to June 30, 2015, said parties do mutually agree as follows:

A. The Springfield Chamber of Commerce shall provide general tourism services especially to non-local visitors to Springfield, Oregon. The Chamber of Commerce agrees to do the following:

### **Tourist Information**

1. Receive tourist and convention inquiries and answer tourism-related correspondence, in-person inquiries, e-mails, and telephone calls (including those made into the Chamber-maintained 24-hour answering service). The Chamber shall maintain office hours or provide interactive tourism information services on Saturdays from at least 10:00 AM to 4:00 PM during June, July, and August, either in-person or through the interactive Visitor Window.
2. Maintain for free distribution to visitors an inventory of tourism-related literature digitally on-line, printable, or hardcopy on-site covering the following general areas:
  - a. Local and regional attractions
  - b. Accommodations
  - c. Tourist-oriented activities and events
  - d. Springfield Museum
  - e. Washburne Historic District and other Springfield historic attractions (like the Depot and Dorris Ranch)
  - f. Unique and major community sports events
  - g. A community calendar of Springfield events

The Independent Contractor shall also distribute materials to all local motels and tourist-related businesses as needed to maintain an adequate supply of tourism-related materials at those establishments.

3. Actively coordinate the Chamber's tourism-related activities and build collaborations with Travel Lane County (TLC) and work actively with local Springfield organizations to evaluate the community's visitor resources and help develop plans and projects to ensure the community is 'ready for visitors'.
4. In cooperation with the City Economic Development staff, keep an updated Internet 'home page', links, and additional information that promote the Springfield community, Downtown, and other Springfield initiatives on the World Wide Web and annually evaluate the need to develop display materials for travel/tourism shows.
5. Provide updated Springfield-specific statistics, community profiles and materials to local and non-local contacts in order to increase tourism and attract conventions. The promotional materials will describe the community's unique features, attractions and events through a community calendar available through the Chamber and links to Willamalane Parks District's events calendar and be available for use by the Chamber, City of Springfield, Travel Lane County, other community organizations, and the public.

6. Develop and maintain a 'library' of photographs, slides, film, videos, etc. that depict Springfield's assets, attractions, events, and way of life and make the materials available to the City and other organizations, as appropriate, to promote the community.

### **Promotion**

7. Promote the area to visitors
  - Through our major community events (such as Annual Christmas Parade, SUB's Light of Liberty Celebration, and other community activities like these);
  - Through sports events and tournaments (such as upcoming regional, annual national, and periodic Olympic-related track events, University of Oregon Athletic events, athletic-tourism draws like Nick Symmonds Straight 800, Mayor's Soccer Cup, and FIMBA in 2010); and
  - Through representation, participation, and information on Springfield at tourism development conferences and at activities to effectively build tourism (such as at the annual Governor's Conference on tourism).
8. Prepare and distribute a color brochure (print and digital) that will encourage shopping and other activities in Springfield and market Springfield to a wide audience of potential visitors and residents.
9. Engage in pro-Springfield advertising and publicity as opportunities arise and funding allows and distribute Springfield brochures and information to the Chambers, Visitor Centers, and Oregon Travel Information Centers along the State borders.
10. Administer the use of the portable display board by the Chamber and the City for displaying materials promoting the community and its businesses at events, conferences, and meetings.

### **Beautification and Business Development**

11. In cooperation with the City of Springfield officials and staff, initiate and coordinate efforts with Gateway area businesses for beautification of the City's 'Gateway entryway' and other entries with specific improvement projects.
12. In cooperation with City of Springfield Development Services Department, develop both a brochure promoting the community for business development and relocation and a 'guide to opening a business' in Springfield and where help is available, perhaps through a joint project with the LCC Small Business Development Center.
13. Provide business assistance, marketing and familiarization with the community
  - a. Through the business visitation program with the City;
  - b. Tours of the community's residential, industrial, recreational and commercial areas for interested individuals, organizations and firms;
  - c. Leadership development and familiarization with Springfield; and
  - d. Through a directory of local manufacturers and major employers.
14. Work with the City's urban renewal agency to promote efforts and facilitate renewal of Glenwood and Downtown through assistance with transformational projects.
15. Work with City in revitalizing Downtown as a viable destination for visitors interested in the culture, arts, and historic resources (such as the Emerald Art Center, Wildish Theater,

murals, historic buildings, Springfield Museum, and downtown food and beverage and retail shops.)

16. Reinvigorate the coordination of a community effort to locate a conference center with hotel in Springfield's Glenwood area or within its urban growth boundary and foster the development of the needed supporting infrastructure.
17. Provide Chamber membership for the City that allows the City Manager to designate up to five delegates with membership voting privileges.
18. Provide the City copies of Springfield maps as they are available.
19. Make an annual report of Chamber activities to the Springfield City Council at a time convenient to both parties and in coordination with the development of the annual City budget.

B. The Chamber shall maintain adequate accounting records of all revenues and expenditures with supporting invoices. Said records shall be retained by the Chamber for a period of two years. The Finance Director of the City or any person authorized in writing by the Finance Director may examine during normal business hours the books, papers, and accounting records of the Chamber. Information regarding the contents of the books, papers, and accounting records shall be considered confidential, provided that nothing shall prevent the disclosure to other City officials for the purpose of enforcing provisions of the Agreement.

C. The City shall pay to the Chamber for the local tourist and convention activities performed in the interest of the citizens of Springfield an amount not to exceed \$35,000 for the fiscal year ending June 30, 2015, payable in quarterly installments at the end of each quarter, following a statement from the Chamber.

D. The Chamber in receiving monies from the City and in providing non-profit services in the interest of the citizens of Springfield shall:

1. Acknowledge that any contract entered into between the Chamber and third parties shall not be the obligation of the City and the Chamber shall not represent that it has power or authority to contractually obligate the City.
2. Cooperate with any government agency as directed by the City in preparation of various studies and reports. The Chamber shall not be obligated, however, to financial support or assist in any study or report not a part of this agreement or subsequent agreements, nor shall its cooperation constitute an endorsement of such study or report or any results or recommendations there from.
3. Not discriminate in providing its community services on the basis of race, religion, color, national origin, sex, sexual orientation, marital status, age, or mental or physical disability.
4. Agrees that no part of the funds or work program activities stated in paragraph A and C above shall be used for any political activity whatsoever, whether or not the actions of the City are involved.
5. The appropriation of \$35,000 will be identified in a separate and distinct expenditure line item in the Annual Budget for tracking specific expenditures or in a dedicated or specific bank account of the INDEPENDENT CONTRACTOR. Any use of these funds would be reviewed,

monitored, or audited by this distinct line item or bank account established for the purposes of carrying out the contracted services and outcomes listed elsewhere in Attachment 1.

E. This Agreement shall be renewed annually at the discretion of the City Manager. The City Manager may modify the requirements of Exhibit A if necessary to meet needs deemed appropriate for the period of the Agreement. In making changes, the City Manager shall incorporate any directions given by the City Council in response to the annual report of the Chamber required under paragraph 7 above of Exhibit A.19.

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 2/2/2015  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** John Tamulonis, CMO  
**Staff Phone No:** 541-726-3656  
**Estimated Time:** Consent Calendar  
**Council Goals:** Community and Economic Development and Revitalization

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:**

SOUTHERN WILLAMETTE ECONOMIC DEVELOPMENT CORPORATION (SWEDCo) CONTRACT

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**ACTION**

**REQUESTED:** Approve City Manager's signing Southern Willamette Economic Development Corporation Contract for Fiscal Year 2014-15 for \$50,000 for promoting and creating economic development and business services.

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**ISSUE**

**STATEMENT:** As part of the 'Big Look', the City of Springfield has worked with several regional organizations to reformulate the needed promotion and economic development and business services for firms interested in locating and expanding in Springfield. The result has been a new organization: the Southern Willamette Economic Development Corporation (SWEDCo). As a fledgling organization, SWEDCo's scope of services (Attachment 1, page 9) includes hiring a permanent CEO, developing and implementing a fundraising campaign, and communicating with stakeholders. Nevertheless, SWEDCo's primary purpose is working with regional partners to lead the attraction and expansion strategies of the region in working with prospective clients; connect and support local partners in retention and expansion efforts of firms; foster alliances with other economic development efforts; and to foster relationships with the real estate community.

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**ATTACHMENTS:** 1. Southern Willamette Economic Development Corporation 2014-15 Contract

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**DISCUSSION/****FINANCIAL  
IMPACT:**

There is no financial impact in that the funds are budgeted for the current fiscal year. SWEDCo will provide an update of the fiscal year's activities to City Council and/or to the Budget Committee later this Spring. (This contract is similar to the former ongoing contract with the now defunct MetroPartnership.)

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5. **Sourcing.** Sole Source Justification in accordance with Springfield Municipal Code 2.702(4) Sole Source Procurement.
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. **First Points of Contact.**

<b>Independent Contractor:</b>	
<b>Dan Egan</b> 541-746-1651 <u><a href="mailto:dan@springfield-chamber.org">dan@springfield-chamber.org</a></u>	<b>Dave Hauser</b> 541-242--2350 <u><a href="mailto:daveh@eugenechamber.com">daveh@eugenechamber.com</a></u>
<b>CITY: John Tamulonis</b> 541-726-3656 <u><a href="mailto:jtamulonis@springfield-or.gov">jtamulonis@springfield-or.gov</a></u>	<b>Courtney Griesel</b> 541-736-7132 <u><a href="mailto:cgriesel@springfield-or.gov">cgriesel@springfield-or.gov</a></u>
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference.
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
11. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, it's officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
15. **Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The 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 Contractor or any Subcontractor under the Contract or any way arising out of the Contract,

irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 shall not negate Contractor's obligation in this paragraph.

**16. Insurance.**

**16.1 General Insurance.** The Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section 16 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

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

**16.3 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. If any employee(s) is(are) hired then Workers' Compensation coverage and Automobile coverage will be obtained and a Certificate of Insurance will be issued to the CITY.

**16.4 Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. \_\_\_\_\_ (Contractor initials)

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

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

**16.7 Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverages equivalent to those required of the Independent Contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors.

**17. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY.

Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

18. **Rights in Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
19. **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.
20. **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.
21. **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.
22. **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.
23. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
24. **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.
25. **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.

26. **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.
27. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
28. **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.
29. **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.
30. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
31. **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.
32. **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.
33. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

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

**CITY OF SPRINGFIELD:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**INDEPENDENT CONTRACTOR**

By: David Hawser (Emf)  
 Name: David L. Hawser  
 Title: President  
 Date: 1/21/2015

Reviewed by City Contract Officer

[Signature] 1.22.15

REVIEWED & APPROVED  
 AS TO FORM  
JOSEPH J. LEAHY

C1384 SWEDCo

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OFFICE OF CITY ATTORNEY  
 1/22/15

**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.

**EXHIBIT "B"**

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

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

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2)
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4)
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3)
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

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

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b)
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract.

If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.

- 16) The payment of a claim does not relieve the 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 anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

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

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

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

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

## **ATTACHMENT 1**

### **Scope of Work**

#### **1. Purpose of Project**

The City of Springfield is partnering with the Southern Willamette Economic Development Corp. for the purpose of promoting and creating economic development and business services in the City of Springfield.

#### **2. Scope and Deliverables**

The City of Springfield hereby engages SWEDCO to:

- a) Continue selection and development of the SWEDCO organization and its staff to include a permanent CEO.
- b) Advance SWEDCO organization development work as recommended by the Big Look plan, including:
  - I. Develop and implement a fundraising campaign
  - II. Strategy refinements from the Big Look plan
  - III. Stakeholder development and communication
- c) Work with regional partners to lead economic development attraction and expansion strategies, including:
  - I. Active management of the current list of prospective clients
  - II. Connect to, and support, local/regional business retention/expansion efforts
  - III. Foster alliances with other economic development efforts such as Business Oregon, Lane County, Chambers of Commerce, Lane Workforce Partnerships and others
  - IV. Foster relationships with the commercial real estate community
- d) Serve as a resource on economic development to City and County elected officials, as well as state and national representatives.
- e) Work with the media and local residents to create awareness in the community as to the mission of the SWEDC and benefits of regional economic prosperity.

#### **3. City of Springfield Responsibilities**

- a) Provide SWEDC with staff input on economic development and business topics and other information now existing, available, or which can be created within a reasonable period of time which may facilitate the timely performance of work described in Section 2.

#### **4. Partnership Leads**

##### **City Lead(s)**

John Tamulonis, Community  
Development Manager  
Email: [jtamulonis@springfield-or.gov](mailto:jtamulonis@springfield-or.gov)  
Phone Number: Work (541)726-3656

Courtney Griesel, Senior Economic  
Development Analyst  
Email: [cgriesel@springfield-or.gov](mailto:cgriesel@springfield-or.gov)  
Phone Number: Work (541)736-7132

##### **SWEDC Lead**

Dan Egan  
Email: [dan@springfield-chamber.org](mailto:dan@springfield-chamber.org)  
Phone Number: (541)746-1651

Dave Hauser  
Email: [daveh@eugenechamber.com](mailto:daveh@eugenechamber.com)  
Phone Number (541)242-2350

**5. Timeline**

Work during the duration of this contract shall focus on the scope of work tasks outlined explicitly above beginning November 10, 2014 through June 30, 2015.

**6. Budget**

A not to exceed budget of \$50,000 has been agreed upon by the City of Springfield and SWEDCO.

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 2/2/2015  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Bob Duey/Finance  
**Staff Phone No:** 541-726-3740  
**Estimated Time:** 15 minutes  
**Council Goals:** Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

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**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** RESOLUTION ESTABLISHING A LIEN FOR JUDGMENTS ON NUISANCE VIOLATIONS

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**ACTION REQUESTED:** Hold a public hearing on establishing a lien for judgments on nuisance violations.

Adopt/not adopt the following resolution: A RESOLUTION THAT THE FINANCE DIRECTOR OF THE CITY OF SPRINGFIELD BE AND IS HEREBY DIRECTED TO ADD TO THE LIEN DOCKET THE PROPOSED LIEN UPON THE PROPERTY OWNED BY THE DEFENDANT WHO PLEADED NO CONTEST TO THE NUISANCE VIOLATIONS.

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**ISSUE**

**STATEMENT:** Under authority of the Springfield Municipal Code (§5.625), delinquent forfeitures brought to judgment, which were assessed for violations which occurred on real property shall constitute a lien against real property. The Council is requested to establish a lien for these charges totaling \$9,000 plus interest at 9% per annum from June 12, 2014, until paid.

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**ATTACHMENTS:** Attachment 1: Council Briefing Memorandum  
Attachment 2: Resolution to add lien to the property which was the subject of nuisance violations.  
Attachments 3 & 4: Nuisance Code Violations Photos

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**DISCUSSION/  
FINANCIAL  
IMPACT:** See attached Briefing Memorandum.

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


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**Date:** 2/2/2015  
**To:** Gino Grimaldi **COUNCIL**  
**From:** Bob Duey, Finance Director **BRIEFING**  
**Subject:** Establishing a Lien for Judgments on Nuisance **MEMORANDUM**  
Violations

---

**ISSUE:** Judgments resulting from violations of the Springfield Municipal Code and Springfield Development Code were obtained in the Springfield Municipal Court. The Council may add a lien to the City's lien docket to enforce collection of these judgments. (Springfield Municipal Code 5.625).

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

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

---

Under the authority of the Municipal Code Chapter 5 and Springfield Development Code Section 2.2-210, complaints were filed against Carol Hutton for code violations on property located at 1834 5<sup>th</sup> Street.

The City brought the violations to Municipal Court for a hearing on June 12, 2014. Ms. Hutton pleaded no contest. The citations were for: used materials located outside of a building and stored, damaged and/or inoperable; improper storage of dead organic matter and debris; use of a recreational vehicle for residential purposes (Attachments 3 & 4). The violations occurred on multiple occasions.

Ms. Hutton's property continues to be out of compliance. The assessed forfeiture is delinquent. This request for City lien is against real property that was the subject of the infractions.

Ms. Hutton was notified on December 3, 2014, of the City's intent to place a lien on her property and to hold a public hearing before the Council. The hearing was originally set for January 20, 2015. Ms. Hutton was notified of the amended date. A copy of the notification letter is attached to this memorandum for the Council's information.

Judgments on June 12, 2014, were entered for the following complaints:

COD13-00659(1)	COD13-00659(2)	COD13-00659(3)
COD13-00659(4)	COD13-00659(5)	COD13-00659(6)
COD13-00659(7)	COD13-00659(8)	COD13-00659(9)

These judgments may be added to the City's lien docket through the adoption of the attached resolution.

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The lien process steps are:

1. The City Council holds a public hearing on February 2, 2015.
2. On February 2, 2015, after the public hearing, the City Council may pass the resolution placing a lien on the property.
3. If the Council passes the lien resolution, the assessment is added to the City's lien docket.
4. Interest is charged on the unpaid lien balance at the rate of 9% per annum from June 12, 2014, until paid. The 9% per annum interest is a statutorily set rate per ORS 82.010.
5. If the resolution is adopted, the City may proceed to collect the lien in the same manner as other City liens. This lien is subject to immediate foreclosure under the City's normal annual foreclosure process.

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**RECOMMENDED ACTION:** The Council is requested to adopt the attached resolution which will establish a lien on the City's lien docket.

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**CITY OF SPRINGFIELD  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION THAT THE FINANCE DIRECTOR OF THE CITY OF  
SPRINGFIELD BE AND IS HEREBY DIRECTED TO ADD TO THE LIEN DOCKET  
THE PROPOSED LIEN UPON THE PROPERTY OWNED BY THE DEFENDANT  
WHO PLEADED NO CONTEST TO THE NUISANCE VIOLATIONS**

WHEREAS, the Common Council of the City of Springfield has authorized the Civil Enforcement of Code Violations of the Springfield Municipal Code ' 5.625;

WHEREAS, on June 12, 2014, Carol Hutton, the owner of real property on which nuisance violations were found to exist, pleaded no contest in Springfield Municipal Court to nine (9) violations of the Springfield Municipal Code and Springfield Development Code and consented to the assessment of a forfeiture of \$1,000 for each admitted violation plus interest at 9% per annum until paid, and judgment of guilty was entered in the case numbers listed on Exhibit A attached hereto and incorporated herein;

WHEREAS, the Municipal Court entered Judgments and assessed a forfeiture of \$1,000 for each case number listed on attached Exhibit A;

WHEREAS, pursuant to Springfield Municipal Code ' 5.625 delinquent forfeiture assessed for infractions which occurred on real property or for improper use of real property constitute a lien against the real property;

WHEREAS, ORS 82.010 allows 9% interest on a judgment from the date of the judgment;

WHEREAS, the assessed forfeiture is delinquent and no payment has been made on the obligation;

WHEREAS, the real property on which the violations occurred is more particularly described on Exhibit B attached hereto and incorporated herein;

WHEREAS, the property owner has been notified concerning the proposed lien on the property described on the attached Exhibit B;

WHEREAS, the hearing was originally set for January 20, 2015, but was rescheduled and the property owner was notified of such;

WHEREAS, a public hearing was held by the Common Council of the City of Springfield on February 2, 2015, giving said property owner an opportunity to object to the proposed assessment lien;

WHEREAS, it is the intention of the Common Council of the City of Springfield to place a lien on the property so described under the authority of the Springfield Municipal Code ' 5.625.

**NOW THEREFORE BE IT RESOLVED**, that the Finance Director of the City of Springfield should be, and is hereby directed to, add to the lien docket the proposed lien upon the property described on the attached Exhibit B which is owned by the Defendant who pleaded guilty to the nuisance violations described on Exhibit A.

**ADOPTED** by the Common Council of the City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, with a vote of \_\_\_\_\_ for and \_\_\_\_\_ against.

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

ATTEST:

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

Citation #	Offense	Docket #	Viol Date	Name	Status	STATUS DT	Balance
<u>COD13-00659(2)</u>	NUISANCES PROHIBITED	<u>1312411</u>	11/18/2013	HUTTON, CAROL L	FDI	1/20/2015	1000
<u>COD13-00659(3)</u>	NUISANCES PROHIBITED	<u>1312818</u>	11/27/2013	HUTTON, CAROL L	FDI	1/20/2015	1000
<u>COD13-00659(4)</u>	NUISANCES PROHIBITED	<u>1312819</u>	12/04/2013	HUTTON, CAROL L	FDI	1/20/2015	1000
<u>COD13-00659(6)</u>	NUISANCES PROHIBITED	<u>1400152</u>	01/06/2014	HUTTON, CAROL L	FDI	1/20/2015	1000
<u>COD13-00659(7)</u>	NUISANCES PROHIBITED	<u>1401046</u>	01/28/2014	HUTTON, CAROL L	FDI	1/20/2015	1000
<u>COD13-00659(8)</u>	VIOLATION OF SCHEDULE OF U	<u>1401047</u>	01/28/2014	HUTTON, CAROL L	FDI	1/20/2015	1000
<u>COD13-00659(1)</u>	NUISANCES PROHIBITED	<u>1312181</u>	11/12/2013	HUTTON, CAROL LYNNE	FDI	1/20/2015	1000
<u>COD13-00659(9)</u>	NUISANCES PROHIBITED	<u>1403454</u>	04/21/2014	HUTTON, CAROL LYNNE	FDI	1/20/2015	1000
<u>COD13-00659(5)</u>	NUISANCES PROHIBITED	<u>1312997</u>	12/16/2013	HUTTON, CAROL L	FDI	1/20/2015	1000

No contest pleas were entered on February 20, 2014.  
 FDI status indicates that action was pending on these cases on 1-20-2015

EXHIBIT A

rdd@emerald

**EXHIBIT B**  
**LEGAL DESCRIPTION**

Beginning at a point 118 feet North of the Southeast corner of the following described tract of real estate in Lane County, Oregon to-wit: Commencing at the intersection of the West line of Fifth Street in Springfield, Lane County, Oregon, with the North line of the Mohawk Road, said point being 627.60 feet West and 30 feet North of the Southeast corner of the Jacob Halstead and wife Donation Land Claim No. 47, Section 26, Township 17 South, in Range 3 West of the Willamette Meridian; thence run North along the West boundary of said Fifth Street 299.61 feet; thence run West 74.6 feet; thence South 299.61 feet to the North line of the said Mohawk County Road; and thence East to the place of beginning, and from said beginning point, run West 74.60 feet; thence run North 75 feet; thence run East 74.6 feet; thence run South to the Place of Beginning said land being a tract 74.6 feet wide, and 75 feet long abutting upon the West side of Fifth Street, in Lane County, Oregon.



12/16/2013



802

12/16/2013

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**AGENDA ITEM SUMMARY**

**Meeting Date:** 2/2/2015  
**Meeting Type:** Regular Session  
**Staff Contact/Dept.:** Fire Marshal, Al Gerard  
**Staff Phone No:** 541-726-2294  
**Estimated Time:** 10 minutes  
**Council Goals:** Enhance Public Safety

**SPRINGFIELD  
CITY COUNCIL**

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**ITEM TITLE:** SPRINGFIELD FIRE CODE, 2014 EDITION

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**ACTION REQUESTED:** Conduct a 1<sup>st</sup> Reading on the following ordinance:  
AN ORDINANCE AMENDING THE FIRE CODE FOR THE CITY OF SPRINGFIELD BY ADOPTING, AMENDING, ADDING AND DELETING SECTIONS TO THE STATE OF OREGON 2014 FIRE CODE AMENDMENTS REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM THE STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCES, MATERIAL AND DEVICES, AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES AS HEREIN PROVIDED; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AND REPEALING ORDINANCE NO. 6320 ADOPTED JUNE 16th OF 2014 BY THE CITY OF SPRINGFIELD.

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**ISSUE STATEMENT:** The Fire Code adopted by the City must be consistent with State Fire Protection Statutes, and equal to or more stringent than the Fire Code promulgated by the State Fire Marshal. Due to the formation of Eugene Springfield Fire Department, coordination of both cities' fire codes is necessary. The coordination allows staff to apply the fire codes more consistently across the combined jurisdiction.

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**ATTACHMENTS:** 1. Council Briefing Memo  
2. Ordinance with Amendments and 2014 Oregon Fire Code

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**DISCUSSION/  
FINANCIAL  
IMPACT:** The Eugene Springfield Fire Department is obligated by statute to enforce the Oregon Fire Code and has the option of amending sections of the fire code to allow flexibility in fire code enforcement consistent with the individual cities' goals and objectives.

The merger of the two city fire departments has presented the Fire Department with the opportunity to make more similar the two fire codes, where possible, to help reduce confusion. Additionally, the amendments will clarify the authority for enforcement of the fire code in the UTA (Urban Transition Area).

Adoption of this fire code will more closely align the two codes in both format and content. The alignment will minimize inconsistent language. Springfield, however, will still maintain any unique amendments and legal procedures established by the City Municipal Code and approvals by the City Council in previous editions.

The City of Springfield had previously adopted the State of Oregon 2014 fire code with amendments. This action will replace the 2014 Springfield Fire Code currently in effect.

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**MEMORANDUM**

**City of Springfield**

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**Date:** 2/2/2015  
**To:** Gino Grimaldi **COUNCIL**  
**From:** Deputy Fire Chief Alan Gerard **BRIEFING**  
**Subject:** SPRINGFIELD FIRE CODE, 2014 EDITION **MEMORANDUM**

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**ISSUE:**

The Fire Code adopted by the City must be consistent with State Fire Protection Statutes, and equal to or more stringent than the Fire Code promulgated by the State Fire Marshal. Due to the formation of Eugene Springfield Fire Department, coordination of both cities’ fire codes is necessary. The coordination allows staff to apply the fire codes more consistently across the combined jurisdiction.

**COUNCIL GOALS/** Strengthen Public Safety by Leveraging Partnerships and Resources

**MANDATE:** Yes

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**BACKGROUND:**

The Fire Code adopted by the City must be consistent with State Fire Protection Statutes, and equal to or more stringent than the Fire Code promulgated by the State Fire Marshal. Each city fire department is required to enforce the fire code but as partially exempt jurisdictions pursuant to ORS 476.030 a local fire department may amend the state fire code to match local community standards goals and objectives.

The recent merger of the fire department of the City of Eugene and the Springfield Department of Fire and Life Safety to form the Eugene Springfield Fire Department has necessitated the coordination of the cities’ fire codes in order to allow staff to apply the fire codes more consistently across the combined jurisdiction. By adopting this version of the fire code Springfield will align its Fire Code in format and content. However, unique amendments and legal procedures established by the City Municipal Code and approvals by the City Council in previous editions will remain.

The City of Springfield had previously adopted the State of Oregon 2014 Fire Code with amendments. This action will replace the 2014 Springfield Fire Code currently in effect. On June 16th, 2014 Council approved Ordinance No. 6320 adopting the 2014 Springfield Fire Code with amendments. Following that the Fire Marshal began the process of amending and adopting the 2014 Eugene Fire Code. The purpose of this amendment is to create consistency and a uniform approach in order to better serve the combined communities now under the jurisdiction of the Eugene Springfield Fire Department.

Because the jurisdictions independently developed amendments in the past, there is a significant difference in formatting of the respective cities’ amendments to the fire code as well as some minor language differences that have caused confusion in application for the deputy fire marshals and members of the community. By adopting this version of the Springfield Fire Code, we will minimize the inconsistent format; incorporate language that will clarify code enforcement procedure in the Urban Transition Area; and address some minor housekeeping from the last adoption. This adoption will allow the Eugene Springfield Fire Department to more consistently apply the fire code of each city throughout the jurisdiction of the Fire Department.

This Ordinance will take effect March 1, 2015 upon its adoption by the Council and approval by the Mayor so that the City of Springfield Fire Code is compliant with the State of Oregon 2014 Fire Code Amendments.

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**RECOMMENDED ACTION:** First Reading.

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

AN ORDINANCE ADOPTING A FIRE CODE FOR THE CITY OF SPRINGFIELD BY ADOPTING, AMENDING, ADDING AND DELETING SECTIONS TO THE STATE OF OREGON 2014 FIRE CODE AMENDMENTS REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM THE STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCES, MATERIAL AND DEVICES, AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES AS HEREIN PROVIDED; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AND REPEALING ORDINANCE NO. 6320 ADOPTED JUNE 16<sup>ST</sup> OF 2014 BY THE CITY OF SPRINGFIELD.

The Common Council of the City of Springfield does ordain as follows:

Section 1. The Springfield 2014 Fire Code Amendments, based on the State of Oregon Fire Code 2014 Edition, copies of which are on file in the office of the City of Springfield Department of Fire and Life Safety, the City Recorder's office of the City of Springfield, and the City of Springfield Public Library is hereby adopted as the Fire Code of the City of Springfield in the State of Oregon, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, material and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as therein provided; providing for the issuance of permits and collection of fees therefore; and, each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code are hereby referred to, adopted, and made a part hereof as if fully set out in this Ordinance with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this Ordinance.

Section 2. The following Sections are hereby added, amended, and deleted as follows: See Exhibit A attached hereto and incorporated herein by reference. Those Sections added or amended shall read as set forth in Exhibit A.

Section 3. Ordinance No. 6320 adopted June 21<sup>st</sup> 2014 by the City of Springfield is hereby repealed.

Section 4. 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 independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Matters affecting Fire and Life Safety are matters affecting the public health, safety and welfare, and it is the intent of Council that 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 \_\_\_\_\_  
2015 by a vote of \_\_\_\_ in favor \_\_\_\_ against.

Approved by the Mayor of the City of Springfield this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

REVIEWED & APPROVED  
AS TO FORM  
*Auerling*  
DATE: 1/26/2015  
OFFICE OF CITY ATTORNEY

# Springfield 2014 Fire Code Amendments

**1. Section 101.2.1 of the OFC is amended to provide:**

**101.2.1 Appendices specifically adopted.** Provisions in the appendices shall not apply unless specifically adopted. The provisions of the following appendices are adopted as part of this code: B, C, D, K, L, M and N.

**2. Section 104.2 of the OFC is amended to provide:**

**104.2 Applications and permits.** The *fire code official* is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code. Authority to review construction documents, and to charge a fee for such review, includes, but is not limited to, residential plan checks consisting of one and two-family dwelling review for water and access, commercial plan checks consisting of fire code plan review associated with Building and Mechanical Permits, and site development review not related to a specific structure (i.e., grading, fill, excavation, etc.).

**3. Section 105.6 of the OFC is amended to provide:**

**105.6 Required operational permits.** An operational permit as authorized by law or regulation shall be obtained from the State Fire Marshal for the operations set forth in Sections 105.6A through 105.6E. An operational permit shall be obtained from the Eugene Springfield Fire Marshal's Office for the operations set forth in Sections 105.6A, 105.6B, 105.6C, 105.6D, 105.6E, 105.6.3, 105.6.4, 105.6.8, 105.6.9, 105.6.10, 105.6.12, 105.6.16, 105.6.18, 105.6.19, 105.6.20, 105.6.21, 105.6.24, 105.6.26, 105.6.33, 105.6.36, 105.6.38, 105.6.40, 105.6.41, and 105.6.43.

**4. Section 105.6.1 of the OFC is amended to provide:**

**105.6.1 Aerosol Products.** An operational permit issued by the Eugene Springfield Fire Marshal's Office is required to manufacture, store, handle or use an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 pounds (227 kg) net weight throughout an occupancy.

**5. Section 105.6.2 of the OFC is amended to provide:**

**105.6.2 Amusement Buildings.** An operational permit issued by the Eugene Springfield Fire Marshal's Office is required to operate special amusement buildings, such as haunted houses and similar temporary installations. *See* Appendix K.

**6. Section 105.6.13 of the OFC is amended to provide:**

**105.6.13 Exhibits and Trade Shows.** An operational permit issued by the Eugene Springfield Fire Marshal's Office is required to operate exhibit and trade shows when there will be more than 10 tables or booths, cooking is involved or when the display area exceeds 500 square feet. For purposes of this operational permit requirement, an exhibit or trade show is an event in which the display of products or services is organized to bring together the provider and users of the products and services.

**7. Section 105.6.14 of the OFC is amended to provide:**

**105.6.14 Explosives.** An operational permit issued by the Eugene Springfield Fire Marshal's Office is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks, pyrotechnic special effects, or the operation of blasting within the scope of Chapter 56.

**Exception:** Storage in Group R-3 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale and in accordance with Section 5606.

**8. Section 105.6.27 of the OFC is amended to provide:**

**105.6.27 LP-gas.**

1. An operational permit issued by the Eugene Springfield Fire Marshal's Office is required for storage and use of LP-gas in individual container(s) exceeding 125 water gallons or more in the aggregate.

**Exception:** An operational permit is not required for individual containers serving occupancies in Group R-3 as defined in Chapter 2 of the Fire Code.

**9. Section 105.6.30.1 of the OFC is amended to provide:**

**105.6.30.1 Bonfires.** An operational permit shall be obtained from the Eugene Springfield Fire Marshal's Office in order to conduct a Bonfire within the Springfield Urban Growth Boundary. See Article 307.2

**10. Section 105.6.34 of the OFC is amended to provide:**

**105.6.34 Places of temporary assembly.** An operational permit issued by the Eugene Springfield Fire Marshal's Office is required to operate a temporary place of assembly when the occupant load will be 50 or more persons and the building is not approved for assembly use. A place of assembly is temporary when it will be operated for any amount of time less than 180 days.

**11. Section 105.6.39 of the OFC is amended to provide:**

**105.6.39. Repair garages and motor fuel-dispensing facilities.** An operational permit from the Eugene Springfield Fire Marshal's Office is required for operations of repair garages, and automotive, marine and fleet motor fuel-dispensing facilities for systems utilizing fuel that is gaseous at NTP such as CNG, LNG, Hydrogen, and LPG.

**12. Section 105.6.43 of the OFC is amended to provide:**

**105.6.43 Temporary membrane structures and tents.** An operational permit issued by the Eugene Springfield Fire Marshall's Office is required to operate an air-supported temporary membrane structure, a tent having an area in excess of 1500 square feet or an occupant load of 50 or more, or multiple tents with an aggregate area in excess of 1500 square feet.

**13. Section 105.6.47 of the OFC is amended to provide:**

**105.6.47 Performances with fire.** An operational permit issued by the Eugene Springfield Fire Marshal's Office is required to conduct a performance that utilizes fire for entertainment purposes, outside of a protective housing or in ways in which it travels through the air (by one person or between multiple persons) in a public or private location.

**14. Section 105.7 of the OFC is amended to provide:**

**105.7 Required Fire Code Construction Permits.** A permit shall be obtained and plans submitted through the City of Springfield Development and Public Works Department prior to the construction, installation, alteration, or augmentation in Section 105.7.1, 105.7.1.1, 105.7.2, 105.7.3, 105.7.4, 105.7.5, 105.7.6, 105.7.7, 105.7.8, 105.7.9, 105.7.10, 105.7.11, 105.7.12, 105.7.13, 105.7.14, 105.7.15.

**15. Section 105.7 is amended by adding subsection 105.7.1.1 to the OFC to provide:**

**105.7.1.1 Smoke Control Systems.** A construction permit is required for installation of or modification to smoke control systems and related equipment as identified in Section 909. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

**16. Section 107.1 of the OFC is amended by adding subsection 107.1.1 to the OFC to provide:**

**107.1.1 Access to safeguards.** Fire protection and/or notification system equipment shall be accessible, unobstructed and visible.

**17. Section 108.1 of the OFC is amended to provide:**

**108.1 Appeal procedures.** Any person aggrieved by an action taken pursuant to this code may appeal the action within the time and in the manner provided in section 5.600 through 5.626 of the Springfield Municipal Code.

**Exception:** Where the action relates to a property in Springfield's urbanizable area, the responsible party may file a written appeal to a Hearings Official designated by the Springfield City Manager. Appeals to the Hearings Official shall be pursued and appeal determinations shall be in accordance with the procedures and rules established by ORS Chapter 183.

**18. Section 108.2 and 108.3 of the OFC are deleted.**

**19. Section 109.2 of the OFC is amended by adding subsection 109.2.1 to the OFC, to provide:**

**109.2.1 Responsible person.** In addition to, and not in lieu of, the responsibility of the owner and occupant to correct and abate violations of this code, the responsible person must abate violations of this code.

**20. Section 109.3 of the OFC is amended to provide:**

**109.3 Notice of Violation.** When the fire code official finds a building, premises, vehicle, storage facility or outdoor area that is in violation of this code, the first code official is authorized to prepare a written notice of violation describing the conditions deemed unsafe and, when compliance is not immediate, specify a time for reinspection. Orders and notices shall be in accordance with section 5.600 through 5.626 of the Springfield Municipal Code.

**21. Section 109.3.2 of the OFC is amended to provide:**

**109.3.2 Compliance with orders and notices.** Notice of violation issued or served as provided by this code shall be complied with by the owner, operator, occupant, or other responsible person. Notices shall be in accordance with section 5.600 through 5.626 of the Springfield Municipal Code.

**22. Section 109.4.1 of the OFC is amended to provide:**

**109.4.1 Violation penalties.** Any owner or occupant of any building or premises who fails to comply with an order to correct any safety deficiency or violation of this code not appealed from, shall be punished by a fine as provided by section 5.600 through 5.626 of the Springfield Municipal Code.

**23. Section 109.4 of the OFC is amended by adding subsection 109.4.3 to the OFC, to provide:**

**109.4.3 Reinspection fee.** Persons who fail to abate or correct an identified violation or hazard by the reinspection date will be subject to a reinspection fee. The fee for reinspecting an uncorrected or unabated violation or hazard shall be the hourly inspection fee established by the City of Springfield Master Schedule of Fees and Charges.

**24. Section 113.2 of the OFC is amended to provide:**

**113.2 Schedule of permit fees.** A fee for each permit or reinspection shall be paid as required, in accordance with the schedule established by the City of Springfield Master Schedule of Fees and Charges.

**25. Section 202 of the OFC is amended by adding the following definitions in alphabetical order therein:**

## **202 GENERAL DEFINITIONS**

**CARNIVAL.** A mobile enterprise principally devoted to offering amusement or entertainment to the public in, upon or by means of portable amusement rides or devices or temporary structures in any number or combination, whether or not associated with other structures or forms of public attraction.

**FAIR.** An enterprise principally devoted to the exhibition of agriculture or industry in connection with the operation of amusement rides or devices, or concession booths.

**FIRE CHIEF, FIRE CODE OFFICIAL, CHIEF OFFICER, OR CHIEF OF THE DEPARTMENT.** The City Manager or his or her designee.

**FUEL BREAK.** A fuel break shall be created by removing or cutting all of the flammable weeds, grass, vines, brush and other combustible vegetation within the fuel break as close to the ground as is reasonably practicable and 10 feet in width or depth given the nature of the terrain and the property. The fuel breaks shall be located along the boundaries of the property; and also around any structures, power poles, vehicles, trees or other improvements on the property that would be vulnerable to a fire hazard created by flammable weeds, grass, vines, brush and other combustible vegetation. The intent of the fuel breaks shall be to protect the property from the spread of fire from other properties; as well as confining any fire on the property and to slow the

progression of flame spread in order to allow fire suppression crews the opportunity to suppress the fire preventing its spread to other properties.

**INERTING.** Reduction of the concentration of oxygen to a level insufficient to support combustion. For the purposes of flammable liquid tanks and containers, oxygen concentration below 10% is considered inert when using an oxygen meter to measure oxygen concentrations or, if a combustible gas indicator is used to measure the reduction in the concentration of flammable vapors, less than 20% of the Lower Flammable Limit of the product will be considered adequate.

**OPEN BURNING.** The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber or as regulated by Lane Regional Pollution Authority. Open burning does not include road flares, smudgepots and similar devices associated with safety or occupational uses typically considered open flames or recreational fires. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

**PERFORMANCES WITH FIRE.** Any act (fire juggling, fire eating, etc.), in a public or private place other than inside a private residence, that utilizes fire for entertainment purposes, outside of a protective housing or in ways in which it travels through the air (by one person or between multiple persons). These acts do not include pyrotechnics.

**PERSON RESPONSIBLE/RESPONSIBLE PERSON.** An agent, occupant, lessee, tenant, contract purchaser, owner, permit holder, facility owner, person in charge of the building or property, the violator, where the violator works for a contractor (as an employee, subcontractor or independent contractor) the contractor and/or employer, or other person in possession or control of the facility, or hazardous materials or of a facility at which hazardous materials are located.

**QUALIFIED PERSON OR COMPANY.** A competent and capable person or company that has met the requirements of the Fire Code Official, which may include written tests, field testing or acceptable formal training for a given field, such as but not limited to water based fire protection systems, commercial kitchen hood suppression systems, fire alarm and detection systems and hazardous materials protection and detection systems.

**RECREATIONAL FIRE.** A small outdoor fire (no larger than 3 feet in diameter and 2 feet in height) used for cooking only, or a fire used for cooking in a fireplace or a barbecue set, or a fire in an approved campsite in fire pits provided at the campsite. Fuel can consist of charcoal, natural gas, propane, manufactured firelogs, or clean dry natural firewood. Fires are not for the disposal of waste materials, including woody yard trimmings, leaves, and grass clippings.

**RED FLAG WARNING.** Also known as a Fire Weather Warning, a forecast warning issued by the United States National Weather Service to inform area firefighting and land management agencies that conditions are ideal for wildland fire ignition, and rapid propagation. After drought conditions, and when humidity is very low, and especially when high or erratic winds which may include lightning are a factor.

**26. Section 302.1 of the OFC is amended to add the terms PERFORMANCES WITH FIRE and RED FLAG WARNING to the list of defined terms.**

**27. Section 305.4 of the OFC is amended by adding subsection 305.4.1, to provide:**

**305.4.1 Extreme conditions.** Use of open flames or other sources of ignition that could ignite vegetation or combustible material during a red flag warning period declared by the National Weather Service is prohibited and considered an emergency requiring immediate abatement.

**28. Section 308.1 of the OFC is amended to provide:**

**308.1 General.** Open burning is not allowed.

**EXCEPTIONS:**

1. Fires set and maintained for firefighting training or training fire protection personnel.
2. Fires set and maintained for abating, alleviating or removing a fire hazard if authorized by written permit of the fire marshal.
3. Outdoor recreation fires used for cooking with the fire in a fireplace, barbecue set, or an outdoor fire used for cooking only
4. Recreation fires in an approved campsite in fire pits provided for the campsite.
5. As permitted by Lane Regional Pollution Authority.

**29. Section 308.2 of the OFC is amended to provide:**

**308.2 Permits required.** Permits shall be obtained from the fire code official in accordance with Section 105.6 prior to engaging in the following activities involving open flame, fire and burning.

1. Use of a torch or flame-producing device to remove paint from a structure.
2. Use of open flame, fire or burning in connection with Group A or E occupancies.

3. Use or operation of torches or other devices, machines or processes liable to start or cause fire in or upon wildfire risk areas.
4. Performances with fire for entertainment purposes, outside of a protective housing or in ways in which it travels through the air (by one person or between multiple persons) in a public or private location.

**30. Section 315.3.1 of the OFC is amended to provide:**

**315.3.1 Ceiling clearance.** Storage shall be maintained 2 feet (610 mm) or more below the ceiling in non-sprinklered areas of buildings or a minimum of 18 inches (457 mm) below sprinkler head deflectors in sprinklered areas of buildings.

**Exception:** A different clearance distance will be required if, in the opinion of the Fire Code Official, the provisions of the installation standard of the sprinkler system or the listing of the device justifies a reduction or increase in the distance necessary for the proper operation of a sprinkler head.

**31. Section 401.3 of the OFC is amended by adding 401.3.4**

**401.3.4 Excessive False Automatic Fire Alarm Activation.** Activations of a fire alarm system that result in the fire department arriving at the occupancy of alarm in excess of two (2) false alarms in a one year period may be cited under the provisions of 109.4.1 of this code.

**32. Section 404.2 of the OFC is amended by adding #17 and #18, to provide:**

**404.2 Where required.** An *approved* fire safety and evacuation plan shall be prepared and maintained for the following occupancies and buildings:

....

17. Any building with an active or passive smoke control system.
18. Any occupied structure required to have explosion (deflagration) venting or explosion (deflagration) prevention systems.

**33. Section 404 of the OFC is amended by addition subsection 404.3.2.1, to provide:**

**404.3.2.1 Pre-incident planning documents.** Unless determined by the Fire Marshal that the plans are not necessary for the Eugene Springfield Fire Department's pre-incident planning, prior to issuance of an occupancy permit, all occupancies and buildings listed in Section 404.2 of this code must submit to the Eugene Springfield Fire Marshal's Office an electronic file of the constructed building, structure, facility and occupancy (*i.e.*, as-built plans). Failure to submit the as-built plans could result in the Fire Department recommending that the Building Official withhold the final occupancy permit.

**34. Section 407.5 of the OFC is amended to provide:**

**407.5 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall include an HMIS, such as SARA (Superfund Amendments and Reauthorization Act of 1986) Title III, Tier II Report, or other approved statement. The HMIS shall include the following information:

1. Product name.
2. Component.
3. Chemical Abstract Service (CAS) identification number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use – closed systems.
9. Amount in use – open systems.
10. NFPA 704 classification

**35. Section 408.1 of the OFC is amended by adding subsection 408.1.1, to provide:**

**408.1.1 Change of occupant, tenant or use.** Whenever any tenant, occupant or use of a commercial occupancy changes, within 30 days of the change, a notification of the change shall be forwarded to the Eugene Springfield Fire Marshal's Office in order to update fire department records.

**Exception:** Group R, SR and U occupancies.

**36. Section 507.5 of the OFC is amended by adding subsection 507.5.7 to provide:**

**507.5.7 Fire Hydrant Specifications.** Fire Hydrants shall be approved by the fire code official and meet the following specifications: Fire hydrants shall be compression type in conformance with AWWA C502. Hydrants shall have two 2 1/2-inch hose nozzles with National Standard threading (7 1/2 threads per inch) and a 5 inch integral Storz pumper port. The hydrant main valve opening shall be 5 1/4 inches. Inlet connections shall be 6 inches. Hydrants shall have a 1 1/2-inch pentagonal operating nut, which opens the hydrant when turned counterclockwise. Seals shall be O-ring throughout. Hydrants shall be designed as traffic models with a safety breakaway flange. Depth of bury shall be as noted on the Plans. The center of a hose outlet shall be not less than 18 inches (457 mm) above final grade or, where located in a hose house, 12 inches (305 mm) above finished floor. Acceptable fire hydrants:

Mueller Centurion A423  
Kennedy Guardian  
Waterous Pacer  
M&H Style 129

**37. Section 507.5 of the OFC is amended by adding subsection 507.5.7.1 to provide:**

**507.5.7.1 Fire Hydrant Extensions.** Extension assemblies for fire hydrants shall be supplied by the manufacturer of the hydrant for which the extension is required.

**38. Section 604.3.2 of the OFC is amended to provide:**

**604.3.2 Written Record.** Written records of the inspection, testing and maintenance of emergency and standby power systems shall include the date of service, name of the servicing technician, a summary of conditions noted and a detailed description of any conditions requiring correction and what corrective action was taken. Such records shall be kept on the premises served by the emergency or standby power system and be available for inspection by the fire code official. Within 30 days of performing the annual maintenance inspection and testing a report shall be forwarded to the Eugene Springfield Fire Department Fire Marshal's Office.

**39. Section 901.5 of the OFC is amended to provide:**

**901.5 Installation Acceptance Testing.** Fire detection and alarm systems, fire-extinguishing systems, private fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains, smoke and heat ventilators, smoke-removal systems, hazardous materials protection and detection systems, and all other fire protection systems and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as approved by the fire code official. The fire code official shall be notified before any required acceptance testing.

**40. Section 901.5 of the OFC is amended by adding subsection 901.5.2 to provide:**

**901.5.2 System Plans and Specifications.** Fire detection and alarm systems, fire extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains and all other fire protection system plans and specifications shall be readily available on the premises. Notation of the precise location of the plans and specifications shall be affixed to the device control panel or major component. Plans and specifications shall consist of the complete construction submittal that was approved by the code official of the jurisdiction of the installation except that any drawings will be as-built drawings delineating actual installation details that are present at system acceptance.

**41. Section 901.6 of the OFC is amended to provide:**

**Section 901.6 Inspection, testing and maintenance.** Fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all time, and shall be replaced or repaired where defective. Nonrequired *fire protection systems* and equipment shall be inspected, tested and maintained or removed. The burden of proof concerning whether an installed system is required shall be borne by the responsible person. All inspections, testing and maintenance

shall be completed by a qualified person or company.

**42. Section 901.6.2 of the OFC is amended to provide:**

**Section 901.6.2 Records.** Records of all system inspections, tests, and maintenance required by the referenced standards shall be maintained on the premises for a minimum of 3 years and service contractors shall submit, in the manner specified by the Fire Marshal, reports of inspections and tests to the Eugene Springfield Fire Marshal's Office within 30 days of performing the inspection and test.

**43. Section 903.3.3 of the OFC is amended by adding subsection 903.3.3.1, to provide:**

**903.3.3.1 Ceiling Penetrations That May Delay Sprinkler Activation.** Ceiling penetrations that, in the opinion of the fire code official, may lead to a significant delay in the activation of sprinklers shall be sealed in an approved manner.

**Exception.** Where fire sprinklers are installed above and below the ceiling assembly.

**44. Section 3103.2 of the OFC is amended to provide:**

**3103.2 Approval required and compliance.** Tents and membrane structures having an area in excess of 1500 square feet or an occupant load of 50 or more, or multiple tents with an aggregate area in excess of 1500 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from *the fire code official* and must comply with the provisions of this chapter. Tents and membrane structures having an area of 400 square feet to 1499 square feet do not require a permit prior to erection, operation or maintenance, but must comply with the provisions of this chapter.

**45. Section 3204 of the OFC is amended by adding subsection 3204.3, to provide:**

**3204.3 Identification of high-piled storage areas.** The owner or occupant of a structure that qualifies for high-piled storage use due to interior design height that does not desire to have it designed, constructed or used for high-pile storage shall comply with the following:

1. Provide a letter to the fire code official stating they will not allow it to be used for high-piled storage. The responsible party agrees to upgrade the building to meet high-pile storage requirements when they choose to allow high-pile storage or when the fire department discovers any occupant using the storage area for high-pile storage.
2. As determined by the fire code official an approved permanent marking system limiting and indicating the maximum allowable storage height is

required in the storage area.

**46. Section 5001.5.2 of the OFC is amended to provide:**

**5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall include an HMIS, such as SARA (Superfund Amendments and Reauthorization Act of 1986) Title III, Tier II Report, or other approved statement. The HMIS shall include the following information:

1. Product name.
2. Component.
3. Chemical Abstract Service (CAS) identification number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use – closed systems.
9. Amount in use – open systems.
10. NFPA 704 classification

**47. Section 5003.2.6 of the OFC is amended to provide:**

**5003.2.6 Maintenance.** In addition to the requirements of Section 5003.2.3, equipment, machinery and required detection and alarm systems associated with hazardous materials shall be maintained in an operable condition. All safety control systems at a facility shall be maintained in good working condition and tested not less frequently than annually. Maintenance and testing shall be performed by persons qualified to perform the maintenance and tests. Maintenance records and certifications shall comply with 901.5 and 901.6.2. Defective containers, cylinders and tanks shall be removed from service, repaired or disposed of in an *approved* manner. Defective equipment or machinery shall be removed from service and repaired or replaced. Required detection and alarm systems shall be replaced or repaired where defective.

**48. Chapter 50 of the OFC is amended by adding Section 5006 to provide:**

**Section 5006 Transport Vehicles**

**5006.1 Vehicle placards.** Vehicles that require a hazardous materials placard by Department of Transportation (DOT) regulations shall display the required placard for the regulated cargo at all times.

**5006.1.1 Unattended parking.** Vehicles requiring placards in accordance with Section 5006.1 shall comply with the requirements of 5706.6.1 through 5706.6.4.

**50. Section 5601.1 of the OFC is amended to add:**

**5601.1 Scope.**

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Where the City Manager determines that a significant risk to public health, safety and welfare exists, the City Manager may, by administrative action, restrict the storage, sales, use and handling of fireworks.

**51. Section 5601.2 of the OFC is amended to provide:**

**5601.2 Permit required.** Permits are required as set forth in Section 105.6 of this code and regulated in accordance with this chapter.

**52. Section 5702.1 of the OFC is amended to add the term INERTING to the list of definitions.**

**53. Section 5704.2.14.1 of the OFC is amended to provide:**

**5704.2.14.1 Removal.** Removal of above-ground and underground tanks shall be in accordance with all of the following:

1. Flammable and combustible liquids shall be removed from the tank and connected piping.
2. Piping at tank openings that is not to be used further shall be disconnected.
3. Piping shall be removed from the ground.

**Exception:** Piping is allowed to be abandoned in place where the fire code official determines that removal is not practical. Abandoned piping shall be capped and safeguarded as required by the fire code official.

4. Tank openings shall be capped or plugged, leaving a 1/8-inch to 1/4-inch-diameter (3.2 mm to 6.4 mm) opening for pressure equalization.
5. Tanks shall be purged of vapor and inerted prior to removal. The inerted tank environment shall be monitored by an explosive meter during the removal of the tank.
6. All exterior above-grade fill and vent piping shall be permanently removed.

**Exception:** Piping associated with bulk plants, terminal facilities and refineries.

**54. Section 6004 of the OFC is amended by adding subsection 6004.2.2.11 Seismic shut-off valve to provide:**

**6004.2.2.11 Seismic shut-off valve.** Highly toxic or toxic compressed gases in amounts exceeding the maximum allowable quantity per control area set forth in Table 5003.1.1(2) shall be provided with an automatic valve which is of a failsafe-to-close design to shut off the supply of highly toxic or toxic gases upon significant seismic activity.

**55. Appendix C, Footnote b to Table C105.1 of the OFC is amended to provide:**

**Table C105.1, Number and Distribution of Fire Hydrants:**

- b. Where streets are provided with median dividers which cannot be crossed by firefighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 20,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 7,000 gallons per minute and 400 feet for higher fire-flow requirements.

**56. Appendix D Section D101.1 of the OFC is amended to provide:**

**D101.1 Scope.** Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the Springfield Fire Code. The fire code official may be guided by the City of Springfield Development Code for grade and hillside development requirements. City streets shall conform to design standards as set forth in the City of Springfield Development Code and the City of Springfield Public Works Engineering Design Standards and Procedures Manual.

**57. Appendix D Section D102 .2 of the OFC is amended to provide:**

**D102.1 Access and Loading.** Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 pounds.