



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

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.

October 15, 2012

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

CALL TO ORDER

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

1. Proposed Updates to the City's Engineering Design Standards and Procedures Manual.
[Ken Vogeney] (60 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: Linda Pauly, 10 Years of Service.
[Gino Grimaldi] (05 Minutes)

CONSENT CALENDAR

1. Claims
2. Minutes
 - a. September 17, 2012 – Work Session
 - b. September 17, 2012 – Regular Meeting
 - c. September 24, 2012 – Work Session
 - d. October 1, 2012 – Work Session
 - e. October 1, 2012 – Regular Meeting
3. Resolutions
4. Ordinances
5. Other Routine Matters
 - a. Authorize the City Manager to Accept the Access, Education, or Government Grant Award in the Amount of \$62,900 and Execute an Intergovernmental Agreement with Lane Council of Governments (LCOG) to Fund and Facilitate Cablecast Installations in the Library Meeting Room and the Emergency Operations Room.
 - b. Adopt a Motion Approving the 2012-2013 Management Agreement for the Springfield Museum and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City
 - c. Reject Any and All Bids Received Regarding P21058, Downtown Parking Modifications Project.
 - d. Authorize Signature of an Amendment to the Current Sustainable City Year (SCY) Agreement Extending the Partnership by 1 Year and \$90,000.
 - e. Liquor License Application for The Pump Café, Located at 710 Main Street, Springfield, OR 97477
 - f. Liquor License Application for Olsen's White Horse Tavern Located at 4360 Main Street, Springfield, Oregon 97478

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. Supplemental Budget Resolution.
[Bob Duey]

(10 Minutes)

RESOLUTION NO. 1 – A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS: GENERAL, STREET, JAIL OPERATIONS, SPECIAL REVENUE, TRANSIENT ROOM TAX, COMMUNITY DEVELOPMENT, BUILDING CODE, FIRE LOCAL OPTION LEVY, POLICE LOCAL OPTION LEVY, BANCROFT REDEMPTION, BOND SINKING, SANITARY SEWER CAPITAL, REGIONAL WASTEWATER REVENUE BOND CAPITAL PROJECT, DEVELOPMENT ASSESSMENT CAPITAL, DEVELOPMENT PROJECTS, STORM DRAINAGE CAPITAL, POLICE BUILDING BOND CAPITAL PROJECT, REGIONAL WASTEWATER CAPITAL, STREET CAPITAL, SDC LOCAL STORM IMPROVEMENT, SDC LOCAL STORM REIMBURSEMENT, SANITARY SEWER REIMBURSEMENT SDC, SANITARY SEWER IMPROVEMENT SDC, SDC REGIONAL WASTEWATER REIMBURSEMENT, SDC REGIONAL WW IMP, SDC TRANSPORTATION REIMBURSEMENT, SDC TRANSPORTATION IMPROVEMENT, LOCAL WW OPERATIONS, REGIONAL WW, AMBULANCE, STORM DRAINAGE OPERATIONS, BOOTH-KELLY, REGIONAL FIBER CONSORTIUM, INSURANCE, VEHICLE & EQUIPMENT, AND SDC ADMINISTRATION FUNDS.

MOTION: ADOPT/NOT ADOPT REOLUTION NO. 1.

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

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

1. Correspondence from Craig and Pamela Enberg Regarding the Knife River Mining Project.
2. Correspondence from Mary Salinas Regarding a Grand Jury Investigation in Lane County.
3. Correspondence from Mary Salinas Regarding Homeless Issues.

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

BIDS

ORDINANCES

BUSINESS FROM THE CITY COUNCIL

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

BUSINESS FROM THE CITY MANAGER

1. Ratification of Agreement between the City and American Federation of State, County and Municipal Employees (AFSCME) Local 1148
[Peter Fehrs] (05 Minutes)

MOTION: APPROVE THE AFSCME COLLECTIVE BARGAINING AGREEMENT FOR FY2013 – FY2015.

2. Other Business

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Work Session
Staff Contact/Dept.: Ken Vogeney/
Development and
Public Works
Staff Phone No: 541-736-1026
Estimated Time: 60 Minutes
Council Goals: Maintain and Improve
Infrastructure and
Facilities

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: PROPOSED UPDATES TO THE CITY'S *ENGINEERING DESIGN STANDARDS AND PROCEDURES* MANUAL

ACTION REQUESTED: Direct staff to modify as needed the proposed updates to the *Engineering Design Standards and Procedures* Manual and to schedule a public hearing prior to Council action on the proposed updates.

ISSUE STATEMENT: Springfield and Lane County have approved the Glenwood Refinement Plan to provide for a new vision of the Glenwood Riverfront. To implement this vision, staff has developed several new design standards for public infrastructure to incorporate into Springfield's *Engineering Design Standards and Procedures* Manual. In addition, staff proposes numerous other updates that address current practice and other needs.

ATTACHMENTS: 1. Summary of Proposed Changes by Chapter

DISCUSSION/ FINANCIAL IMPACT: Updates are proposed in the following Chapters of the Manual:

Chapter 1 – Streets and Sidewalks
Chapter 3 – Stormwater Quality
Chapter 4 – Stormwater Capacity
Chapter 5 – Traffic Standards
Chapter 6 – Landscape Vegetation
Chapter 8 – Erosion and Sediment Control Plan Design
Chapter 13 – City Contract Projects

Staff has prepared a summary of the proposed updates by chapter (Attachment 1) and has posted the summary and the proposed changes on the City's website at http://www.springfield-or.gov/Engineering_Design_Standards_Manual_Summary_Table.htm.

This material was included in the October 4, 2012 Communication Packet.

On June 19, and again on July 13, staff sent an email invitation to 46 members of the engineering and development community, including the members of the Joint Work Team, asking for their comments on the proposed updates. In addition, links were added on other pages of the City's website to direct interested members of the public to the page with the proposed updates. To date, we have received three responses from people who received the email notices and no requests to modify the proposals.

A public hearing and adoption of the proposed updates is currently scheduled on November 5, 2012. If the Council agrees that the proposed updates are ready for adoption, staff will advertise the public hearing and will send an email announcement to the same list of recipients, as well as any members of the Development Advisory Committee that were not included in the prior two notices.

2012 ENGINEERING DESIGN STANDARDS AND PROCEDURES UPDATE
Summary of Proposed Changes by Chapter

Objectives

Springfield is currently amending the Glenwood Refinement Plan policies and objectives to provide for a new vision of the Glenwood Riverfront. The primary objective with the proposed 2012 updates to Springfield's *Engineering Design Standards and Procedures Manual* is incorporating several new design standards necessary to implement the new vision. In addition, numerous other updates are proposed that address current practice and other needs. Updates are proposed in the following Chapters of the Manual:

- Chapter 1 – Streets and Sidewalks
- Chapter 3 – Stormwater Quality
- Chapter 4 – Stormwater Capacity
- Chapter 5 – Traffic Standards
- Chapter 6 – Landscape Vegetation
- Chapter 8 – Erosion and Sediment Control Plan Design
- Chapter 13 – City Contract Projects

Chapter 1 - STREETS AND SIDEWALKS

Many of the proposed updates in Chapter 1 clarify existing standards, as well as adding new standards. Several of the more significant changes include:

- Section 1.02 requires compliance with the minimum fire code design standards for vehicle access when designing roadways.
- Section 1.02.10 prohibits using parabolic crown street cross-sections unless approved by the City Engineer and City Traffic Engineer.
- Section 1.02.11 requires that all new sidewalks are to be setback sidewalks unless approved by the City Traffic Engineer and City Engineer.
- Appendix 1A is the biggest addition to Chapter 1. This new Appendix was prepared to implement the new Glenwood Riverfront Street Cross-Sections Standards presented in Springfield's Glenwood Refinement Plan Update.

Chapter 2 – SANITARY SEWERS AND PUMP STATIONS

No changes.

Chapter 3 – STORMWATER QUALITY

Significant changes and new standards added to Chapter 3 include:

- Section 3.01 changes the reference to the design standards for stormwater quality facilities from Portland's Stormwater Manual to Eugene's Stormwater Management Manual. In addition, Section 3.02 Interim Design Standards was deleted in its entirety.

- New Section 3.02.3 includes the updated and expanded Water Quality Pollutants of concern to be consistent with the most recent stormwater discharge permit (MS4).
- New Section 3.02.7 is changed to clarify that parking lot maintenance activities include routine cleaning of stormwater catch basins and area drains.
- New Section 3.03 adds requirements for maintaining all private stormwater treatment facilities. The requirements include the property owner signing an operations and maintenance agreement. Notice of this agreement will then be recorded with Lane County to notify all future property owners of the terms of this agreement. The agreement clearly states owners responsibilities for maintenance to ensure the stormwater treatment facilities will function properly. The agreement also establishes access rights for the City to inspect these facilities on a regular, recurring basis.
- Three new forms added to Chapter 3:
 - Information Packet for Stormwater Quality Facility Operations & Maintenance Plan
 - Operations and Maintenance Agreement (template)
 - Notice of Operations and Maintenance Agreement (template)

Chapter 4 – STORMWATER CAPACITY

Significant changes and new standards added to Chapter 4 include:

- Section 4.03 clarifies the purpose of the Stormwater Scoping Sheet in site design and the criteria for preparing the various types of Stormwater Studies for development proposals.
- Section 4.03.5 includes objective criteria concerning when the City Engineer can require a downstream analysis of the stormwater system from any development that may be adding flow to the existing system.
- Section 4.04 adds HDPE pipe as an acceptable material for stormwater systems.
- Section 4.08 clarifies the design criteria for outfall structures.
- New Section 4.17 adds submittal requirements and objective design criteria for managing stormwater using Low Impact Design Approaches (LIDA) required for development and redevelopment sites within the Glenwood Riverfront Area of the Glenwood Refinement Plan and other suitable areas within Springfield or its UGB.

Chapter 5 – TRAFFIC STANDARDS

Significant changes and new standards added to Chapter 5 include:

- Section 5.01 requires compliance with the minimum fire code design standards for vehicle access when designing roadways.
- Section 5.02.1.B restricts using wood street light poles only to replace damaged poles or when installing additional lighting in an area that has wood poles used throughout to maintain consistency. In addition, City pole tags must be installed on all new poles, all new streetlights must be constructed with wire theft deterrents, and electrical circuit identification is required on the conduit of street light systems.

- Section 5.04 adds an intersection control standard such that when a project includes reconstructing or constructing new intersections, all intersection control types shall be evaluated using the City’s “Intersection Control Checklist”. Control types include no control, stops, signal, and roundabout. Specific Parking Lot design standards were removed and a requirement that all parking lot design must comply with the latest edition of the Institute of Transportation Engineers (ITE) Transportation and Land Development reference book and applicable Sections of the Springfield Development Code.
- New Section 5.09 adds the requirement to design on street parking design according to the AASHTO ‘A Policy On Geometric Design of Highways and Streets’, ITE guidance, the Springfield Downtown Parking Study, the Institute of Traffic Engineers design guidance, and any relevant Refinement Plans.

Chapter 6 – LANDSCAPE VEGETATION

The title for Chapter 6 was changed from **Street Trees** to **Landscape Vegetation**. Expanding the scope of this Chapter to include other vegetation resulted in revising most of this Chapter. The more significant changes and new standards added to Chapter 6 include:

- Section 6.01 was expanded to include other vegetation in addition to street trees, as well as providing a list of objectives for utilizing vegetation and trees.
- Section 6.02 divides the General Design Consideration into new individual sections to address:
 - A. Street Trees
 - B. Medians and Planter Strips
 - C. Water Quality Facilities
 - D. Riparian area along rivers – Greenway and local Water Quality Limited Waterways
 - E. Natural Resource Areas – Local Wetlands
 - F. Riparian area along urban waterways
- Section 6.02.1 discusses retaining native vegetation if healthy and sound, that Best Management Practices (BMPs) such as fencing be applied to protect the vegetation, and root damage.
- Section 6.02.3 removes the former list of approved Street Trees and adds references to new Appendix 6A – Approved Street Tree List, and to Appendix 6B – Approved Vegetation List. This new Vegetation List references plants that are more appropriate to the Springfield area and/or native to the Willamette Valley (Lane County), and listed in the Eugene *Stormwater Management Manual*, thereby providing consistency to landscape designers and planners.
- Section 6.02.7 was added to remind property owners of their obligation to maintain vegetation for vision clearance, sidewalk clearance, and other vegetation management requirements. It also points to the Oregon Department of Agriculture list of noxious and invasive plants for prohibited plants in Springfield, and requirements in the Springfield Development Code concerning maintaining an approved use.
- Appendix 6A – Approved Street Tree List was added.
- Appendix 6B – Approved Vegetation List was added.

Chapter 7 – HILLSIDE DEVELOPMENT

No changes.

Chapter 8 – EROSION AND SEDIMENT CONTROL PLAN DESIGN

Significant changes and new standards added to Chapter 8 include:

- Section 8.02 clarifies the responsibility of the Engineer of Record for preparing the Erosion and Sediment Control Plan (ESCP).
- Section 8.03 was modified to recommend using the Oregon Department of Environmental Quality (DEQ) Erosion and Sediment Control Manual as a resource for preparing an ESCP.
- Section 8.05.2 deletes reference to Appendix 8A for Best Management Practices (BMPs) for erosion and sediment control. Rather, references to guidance provided by DEQ was added.
- Exhibit 8-1, a copy of Springfield's NPDES Stormwater Discharge Permit (1200-CA) issued in 2001, was deleted in its entirety.
- Appendix 8A is a copy of the 1200-C and 1200-CN Stormwater Discharge Permits in effect in Oregon until November 30, 2015.

Chapter 9 – DRAFTING STANDARDS

No changes.

Chapter 10 – ELECTRONIC ACCEPTANCE STANDARDS

No changes.

Chapter 11 – PRE-DESIGN

No changes.

Chapter 12 – PUBLIC IMPROVEMENT PERMIT PROJECTS

No changes at this time. City staff is working to streamline and clarify the procedures for Public Improvement Permit (PIP) Projects and anticipates releasing these revisions later in 2012.

Chapter 13 – CITY CONTRACT PROJECTS

This Chapter will be deleted in its entirety. City staff is developing a separate Capital Project Management Guide that will detail the processes and procedures for delivering capital construction projects, other than PIP Projects, in Springfield.

October 15, 2012
Springfield Upbeat
Employee Recognition, Linda Pauly 10 Years

- Linda started with the City as an Associate Planner in July of 2001.
- One of her earliest and most significant assignments was implementation and compliance review of the RiverBend Master Plan, including the hospital and Women's Clinic site plans. This constituted, and still does, the single largest, and highest valued construction project in the City's history. The city's commitment to the successful development of this project was instrumental in an opening date ahead of schedule.
- Linda interviewed for, and was selected as the Comprehensive Planning Supervisor for the Planning Division on December 17, 2007.
- Linda hit the ground running by assuming the project management lead for the City's Residential Lands Study, a mandate of HB 3337 that established separate Urban Growth Boundaries for Springfield and Eugene.
 - The Council adopted the RLS in December, 2009 with findings and conclusions that no additional land needed to be added to the UGB for residential use even though one month earlier the same study had been presented to Council with a finding showing the need for 400 additional acres.
 - Between the two Council meetings Linda discovered an error in the data collection methodology which required this adjustment. Though this came as a surprise and disappointment to many who believed the city had a deficit of residential land, Linda's diligence and commitment to verifiable, accurate data saved the City considerable time and money by avoiding what would have been a long, costly, and unwinnable appeal at the state.
- At Council's instruction, Linda took on project management lead for four companion pieces to the RLS:
 - The Commercial and Industrial Buildable Lands Study (CIBL);
 - Development of a site-specific comprehensive plan diagram, including a new Urban Growth Boundary (adopted by Council);
 - Development of a complete, new set of land use policies exclusive to the City of Springfield (Springfield 2030 Refinement Plan);
 - Goal 14 analysis to determine appropriate areas to expand Springfield's new UGB for land use purposes other than residential development. All of these projects got their inspiration from HB 3337 in that they closed the loop on what amounts to the development of a new comprehensive plan for Springfield
- Linda was also responsible for the project management of the new Downtown Development Plan Design Standards and the Downtown Parking Study, both of which included grant management of design consultants; co-management of the Glenwood Refinement Plan; and ongoing supervisory responsibility for the Community Development Block Grant programs, including the Consolidated Housing Plan and annual Community Development Advisory Committee grant process; and the City's Historic Preservation Program.

How has the department changed in the last 10 years:

- When Linda was first hired Cynthia Pappas was the Development Services Director and Mike Kelly was the City Manager.
- By the time Linda was promoted to Planning Supervisor, Bill Grile was the Development Services Director and Gino Grimaldi was the new City Manager.
- In the past year and a half the Development Services Department and Public Works Department have merged into the single Development and Public Works Department.
 - While this has resulted in a shift in some of Linda's assignment responsibilities and reporting lines, we will always consider Linda's commitment, professionalism, and outstanding work quality to be synonymous with the City's successful comprehensive planning program.

AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Amy Sowa/CMO
Staff Phone No: 726-3700
Estimated Time: Consent Calendar
Council Goals: Mandate

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE:

COUNCIL MINUTES

ACTION

REQUESTED: By motion, approval of the attached minutes.

ISSUE

STATEMENT: The attached minutes are submitted for Council approval.

ATTACHMENTS:

Minutes:

- a) September 17, 2012 – Work Session
 - b) September 17, 2012 – Regular Meeting
 - c) September 24, 2012 – Work Session
 - d) October 1, 2012 – Work Session
 - e) October 1, 2012 – Regular Meeting
-

**DISCUSSION/
FINANCIAL
IMPACT:**

None.

*City of Springfield
Work Session Meeting

MINUTES OF THE WORK SESSION MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
MONDAY, SEPTEMBER 17, 2012

The City of Springfield Council met in a work session in the Jesse Maine Meeting Room, 225 Fifth Street, Springfield, Oregon, on Monday, September 17, 2012 at 6:00 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

1. Stormwater Education Update.

Environmental Services Manager Ron Bittler presented the staff report on this item. The City of Springfield Stormwater Management Plan (SWMP) established goals, policies, and implementation actions that would achieve the City Council's long-term objectives and ensure compliance with the City's National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) permit, which was currently under formal review for renewal by the Oregon Department of Environmental Quality (DEQ). In support of the SWMP's Minimum Control Measure #1 (Public Education and Outreach on Stormwater Impacts), City staff had developed a number of community programs.

The City's NPDES Phase II MS4 stormwater permit was issued in January, 2007 and expired December, 2011. A timely permit renewal application was filed in June, 2011 and was currently being reviewed by the DEQ. At this time, the City was operating under an administratively extended permit until the permit was renewed by DEQ.

The SWMP was first adopted in 2004 and readopted in February, 2011. The SWMP provided policy and management guidance for activities affecting stormwater throughout the City. It was intended to help the City meet State and Federal water quality requirements and to meet local water resources management objectives.

The SWMP included six minimum control measures, each with a series of Best Management Practices and measurable goals that the City would implement. The Federal NPDES stormwater program placed significant emphasis on public education to reduce stormwater pollution and increase watershed health. As such, the City had also placed significant emphasis on Minimum Control Measure #1, Public Education & Outreach on Stormwater Impacts.

In recent years, staff had developed and implemented a number of stormwater education and outreach programs in order to increase awareness and stewardship throughout the community including Clean Water Gardens, Canines for Clean Water, Clean Water University, and Adopt-a-Waterway.

Mr. Bittler noted that when George Walker, who served as the Program Supervisor for Stormwater, retired from the City after 36 years his position was held vacant during the reorganization. Bill Hamann, the Pre-Treatment Supervisor, was now supervising both programs. The MS4 permit, which guided activities in the stormwater program, was issued by the Department of Environmental Quality (DEQ) January 2007 with an expiration date of December 2011. One of the requirements of permit

renewal was to submit an application within 180 days of permit expiration. In doing that, they were granted administratively extended permit conditions. The City was in that process with DEQ now with Senior Environmental Services Technician Sunny Washburne leading that effort. That was significant as this was the second round of the MS4 Phase2 Permits. Springfield was the first to go through the renewal process so the State was watching carefully. The permit had grown from about seven pages to twenty-one pages. This morning, the City submitted thirty-plus pages of comments. Staff was also working in the annual report for the stormwater program.

Mr. Bittler presented a power point presentation. There were seven key outcomes for stormwater. Those outcomes were listed in Chapter 4 of the Stormwater Management Plan. Each contained supporting policies and implementation actions. Goals 5, 6 and 7 all had a public education component included. The other part of the Stormwater Management Plan was the 6 minimum control measures. These measures were Environmental Protection Agency (EPA) requirements for the City in the Plan and were listed in Chapter 5 of the Stormwater Master Plan. Each of the control measures had a number of best management practices and measurable goals. Minimum Control Measure #1, public education outreach on stormwater impacts, was the focus of tonight's presentation. There were seven different best management practices and a number of measurable goals listed under this outcome. Rachael Chilton and Meghan Murphy would discuss how staff interfaced with the community in the City's education outreach program.

Rachael Chilton, Public Information Education Specialist with the Development and Public Works Department referred to a slide on the Federal NPDES permit program which had a lot of emphasis on outreach and education. Staff had been active over the last 5-year permit cycle in producing a number of educational outreach efforts, and that would be continued.

Clean Water University was a program developed for all of the 5th grade classes in the Springfield School District. This program was a series of ten one-hour workshops based on water and water quality, and one ½ day field trip to the regional wastewater treatment facility in partnership with Metropolitan Wastewater Management Commission (MWMC). During the 2011/12 school year, which was the first full year of the program, Ms. Chilton conducted 12 classes with a total of 360 students. She discussed the workshop and the different activities the students participate in during the program. The students took a five question pre-test at the beginning of the program and a post-test on the last day.

Ms. Chilton said there were ten class subjects in the program. The classes were divided as follows: Introduction; Incredible Journey; What's in the Water; Water Quality (2 classes); Aquatic Macroinvertebrates; Wastewater (field trip); and Graduation. She provided information on each of the subjects.

This fall, Ms. Chilton had 9 classes scheduled with 270 students. Because of the popularity of the classes and the large classes, she may need to organize volunteers to take on some of the classes. She was also talking with Springfield Utility Board (SUB) about incorporating a drinking water component to the program.

Ms. Chilton spoke regarding Canines for Clean Water. This program was started in Hillsboro and Springfield had taken it and added components that had been very popular. The program encouraged pet owners to pick up after their pets. The City held pledge events at dog parks and set up booths at the Farmer's Market and other local events. There were currently over 155 pledgers. Those pledging received a bandana for their dog and had their dog's picture taken for the website. They also received a bag holder for their leash. Also as part of that program, they provided signs for businesses and

homeowners. A wall calendar had been created for 2012 and Ms. Chilton was currently working on the 2013 calendar which highlighted several councilor's and staff member's dogs. They would continue with the calendar and pledge events.

Councilor Wylie asked about microinvertebrates.

Ms. Chilton showed a photo of one, a mayfly. She invited Council to attend a class.

Meghan Murphy Water Resources staff spoke regarding the Clean Water Garden Program. When rain water fell in undeveloped areas, it soaked into the ground, infiltrated and recharged our groundwater aquifer, the source of our drinking water. It also made its way to creeks. Development added a lot of impervious surfaces that water couldn't soak through, such as roof tops, driveways, parking lots, etc. Rainwater that hit those impervious surfaces ran off quickly which could cause problems. One of the problems it caused was flooding, channel instability and erosion, it put a strain on the City's stormwater system, and increased stormwater pollution. To help combat the problem, the City developed the Clean Water Gardens Program. This was a series of how-to brochures for homeowners showing how they could implement techniques at home to better address runoff. The brochures were displayed at places such as Jerry's Home Improvement, BRING Recycling and all of the different nurseries in town. Over 4000 brochures had been taken by the public over the last two years.

Ms. Murphy discussed each brochure. The first was a Rain Garden brochure. A Rain Garden was a sunken garden bed that collected and treated runoff from rooftops, patios, driveways or other impervious surfaces. She referred to a slide of a local rain garden. If a homeowner put in a rain garden and let the City know, they received a rain garden recognition sign from the City to put in their yard and a recognition packet. People were encouraged to use pervious surfaces, such as pavers, rather than impervious surfaces to address runoff. Rainwater harvesting was another way to address this issue. People could use large rain barrels for collecting water from the downspout. Naturescaping encouraged residents to plant native plants in their yards that took less watering and were more beneficial for wildlife. Streamside gardening encouraged residents to plant native plants near water features which provided a canopy cover helping to cool the water for fish and other wildlife. Invasive species such as blackberries displaced native species and could take over an area. Residents were encouraged to remove invasive species and replace with native plants. Demonstration areas were a way to increase citizen awareness and showcase what a rain garden could look like. In a partnership with the University of Oregon through the Sustainable City Year Program, and the Springfield School District, a demonstration project was scheduled to be built next to the Brattain House and Two Rivers/Dos Rios Elementary. The next steps for this program included a traveling booth, a workshop series, demonstrations, a map and tour of demonstration sites, and education aimed at pesticide and fertilizer use.

Ms. Murphy discussed the Adopt-A-Waterway program. Springfield was between the Willamette and McKenzie Rivers and both had a lot of urban tributaries that weren't in the best of shape. Some common problems were garbage, lack of native vegetation, lack of shade making the water too warm, and invasive species. She referred to some photos of areas facing those problems. Staff proposed developing this program by having community groups adopt a section of a City owned stream or public water quality facility. The group would sign a 2-year agreement to have two work parties per year for things such as litter pick up, invasive species removal and planting of native species. Each group would receive safety training and sign a liability waiver. A site plan would be created and a recognition sign would be placed at each site. The next steps for the Adopt-A-Waterway program would be to implement a pilot project, evaluate and refine the program, and contact community groups to promote the program.

Ms. Murphy described the desired outcomes of the Stormwater Education Programs: Increase community awareness of stormwater issues and how citizens can protect stormwater; Protect and enhance Springfield's waterways; Generate a watershed-based stewardship ethic in the community; and Meet the requirements of Springfield's stormwater permit. As they went through the programs, they were always evaluating, making changes and coming up with new ways for people to change their behavior.

Councilor Moore asked if Springfield permitted separately from the City of Eugene.

Ms. Murphy said Eugene had a different permitting process due to their size. Springfield did work with them closely as water resources ran across boundaries.

Councilor Moore suggested partnering with Lane County Extension Service who was holding a Fall Festival on September 21 at the Adult Activity Center in Springfield. They were looking for people who might want to set up vendors and displays and this could be a good fit. She noted the concerns of citizens about their wastewater and stormwater fees and asked if there was some way to provide education for those citizens. She appreciated the great job staff was doing educating students. During a presentation by Willamalane it was noted how important clean water was for our citizens. She asked if people realized they were paying to have clean water in Springfield through those fees. She asked if they could put an insert in the SUB bill to promote the idea that the fees paid for wastewater and stormwater helped keep our water clean.

Ms. Murphy said they did put inserts in the SUB bill twice a year; one covered rates and fees and the other highlighted the stormwater education program.

Councilor Moore said perhaps they could have something that read, "Thank you for these fees that you pay that benefit the whole community".

Ms. Chilton said people could be encouraged to tour the wastewater plant.

Mr. Bittler said he liked Councilor Moore's tag line approach and felt it could be useful.

Councilor Wylie asked who issued the permit and what it was about.

Ms. Murphy said it was issued by the Department of Environmental Quality (DEQ). The permit was for our water systems. The City was required to fulfill the six minimum control measures noted earlier, which included education.

Councilor Wylie asked how often the permit was renewed.

Mr. Bittler said it was a five-year permit cycle. It was now expired, but our draft permit was under review. If we stayed on schedule, Springfield could have a revised permit by the end of the calendar year.

Councilor Wylie asked if DEQ did site visits.

Mr. Bittler said the City was required to report annually. Each program had goals and measurable outcomes within the parameters of the six minimum control measures.

Ms. Murphy said the DEQ could come to Springfield at any time.

Mr. Bittler noted that Eugene was audited this year and did fairly well.

Councilor Pishioneri asked if they had mitigation plans for sloped development regarding collecting and discharging runoff.

Ms. Murphy said there were safety considerations and guidelines for rain gardens.

Councilor Pishioneri said there was a large amount of hillside development in Springfield that depended on pervious surfaces for stability. He asked if there was a grant program for the water barrels.

Ms. Murphy said they didn't have a program to provide rain barrels, but had looked at grant opportunities and would continue to look for those types of funding options. Referring to hillside development, she noted that not all sites were suitable for a rain garden or impervious surfaces.

Councilor Pishioneri suggested buying rain barrels wholesale at a lower rate and passing that savings along to the citizens.

Councilor VanGordon asked how many rain gardens were in Springfield.

Ms. Murphy said at this time there were only a handful. Some people may not notify the City if they did put in a rain garden and some people may not put in a rain garden because of the work involved. People wanted the information, but putting in a rain garden could be involved. She explained.

Mayor Lundberg thanked them for the presentation. There was so much information, she would be interested in having another presentation or follow-up for Council. It was great that they started with the kids, but the adults also needed the information.

ADJOURNMENT

The meeting was adjourned at 7:05 p.m.

Minutes Recorder – Amy Sowa

Christine L. Lundberg
Mayor

Attest:

Amy Sowa
City Recorder

City of Springfield
Regular Meeting

MINUTES OF THE REGULAR MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
MONDAY, SEPTEMBER 17, 2012

The City of Springfield Council met in regular session in the Council Chambers, 225 Fifth Street, Springfield, Oregon, on Monday, September 17, 2012 at 7:07 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Lundberg.

Assistant City Manager Jeff Towery provided a brief demonstration of some new technology that had recently been installed in the Council Chambers.

SPRINGFIELD UPBEAT

1. Employee Recognition: Molly Markarian, 5 Years of Service.

City Manager Gino Grimaldi introduced Molly Markarian, Planner from Development and Public Works. Within those five years, Ms. Markarian had many accomplishments with one of the most significant accomplishments the adoption of the Glenwood Refinement Plan. Ms. Markarian was also involved in outside activities such as past Chair of NEDCO and staff liaison to the Historic Commission.

2. Employee Recognition: Gilbert Gordon, 10 Years of Service.

Mr. Grimaldi introduced Gilbert Gordon, Deputy Fire Marshal with Springfield Fire and Life Department. Mr. Gordon had been involved in fire and life safety for many years, coming to Springfield 10 years ago after teaching reading and math. Mr. Gordon lived in Springfield, but volunteered with the McKenzie Rural Fire Department. Mr. Grimaldi noted some of the many awards and accomplishments of Mr. Gordon. Mr. Gordon was known by his co-workers for his customer service, teamwork and dedication.

3. Employee Recognition: Tana Steers, 25 Years of Service.

Mr. Grimaldi introduced Tana Steers, Community Service Officer with the Springfield Police Department. Ms. Steers had worked closely with the public in community events throughout Springfield including the upcoming Justice Center Open House that was scheduled for the weekend. Ms Steers worked on neighborhood issues and chronic nuisance abatement. She had also served on the Board of Crime Prevention Association of Oregon and received the prestigious Ken Manwaring Award. She had also received the 2002 Chief's Award from Chief Jerry Smith for contributions above and beyond the call of duty.

4. Extra Mile Day Proclamation.

Mayor Lundberg proclaimed November 1, 2012 Extra Mile Day. She read from the proclamation.

5. “Look Me in the Eye” Proclamation.

Mayor Lundberg proclaimed September 2012 “Look Me In the Eye” month. She read from the proclamation.

6. American Association of University Women 100th Anniversary Proclamation.

Mayor Lundberg proclaimed September 23rd the Eugene-Lane Branch of the American Association of University Women’s (AAUW) 100th Anniversary Celebration Day. She read from the proclamation and presented the proclamation to Ardith Hinman who was representing the AAUW.

Mayor Lundberg changed the order of the agenda to allow a citizen that was in the audience who wanted to speak regarding an item on the Consent Calendar to have an opportunity to speak before Council took their vote on the Consent Calendar.

BUSINESS FROM THE AUDIENCE

1. Curtiss Greer, 357 55th Street, Springfield, OR – Mr. Greer distributed a document with his comments. He spoke regarding the bypass line on 54th Street and the paving that was done to make this final project a wonderful improvement. He felt the 54th Street project left a good feeling to those that lived out there.
2. Glenn Sofge, 509 Main Street, Springfield, OR Mr. Sofge said he was a property owner and renter in Springfield. His property was at 912 D Street in Springfield and his rental was at 509 Main Street. He opposed the brewery at 346 Main Street completely.

CONSENT CALENDAR

1. Claims

- a. Approval of the June 2012, Disbursements for Approval.
- b. Approval of the July 2012, Disbursements for Approval
- c. Approval of the August 2012, Disbursements for Approval

2. Minutes

- a. May 24, 2012 – Joint Elected Officials Meeting
- b. July 9, 2012 – Work Session
- c. July 16, 2012 – Work Session
- d. July 16, 2012 – Regular Meeting
- e. July 23, 2012 – Work Session
- f. July 23, 2012 – Special Regular Meeting

3. Resolutions

4. Ordinances

5. Other Routine Matters

- a. Approve City Manager Signing the Lane Metro Partnership Contract for \$50,000 for FY 2012-2013.
- b. Approval of Liquor License Endorsement for Plank Town Brewing Company, a Family Style Restaurant and Lounge Located at 346 Main Street, Springfield, Oregon.
- c. Approval of Liquor License Endorsement for Applebee's Neighborhood Grill & Bar, Family Style Restaurant, Located at 3024 Gateway Street, Springfield, OR 97477.
- d. Approval of Liquor License Endorsement for Izzy's Pizza Bar & Classic Buffet, a Family Style Restaurant, Located at 1930 Mohawk Blvd, Springfield, OR 97477.
- e. Approval of Liquor License Endorsement for Time Out Tavern, Restaurant Style & Lounge, Located at 5256 Main Street, Springfield, OR 97478.
- f. Approval of Liquor License Endorsement for Kaleidoscope Clothing Located at 325 & 327 Main Street, Springfield, Oregon.

IT WAS MOVED BY COUNCILOR PISHIONERI WITH A SECOND BY COUNCILOR RALSTON TO APPROVE THE CONSENT CALENDAR WITH CHECK #115081 OF THE JUNE, 2012 DISBURSEMENTS, CHECK #115801 OF THE JULY, 2012 DISBURSEMENTS, AND CHECK #116698 OF THE AUGUST, 2012 DISBURSEMENTS REMOVED. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

ITEMS REMOVED

- a. Checks #115081, #115801 and #116698 Removed.

Councilor VanGordon recused himself from this item as the checks were made out to his employer, United Parcel Service (UPS).

IT WAS MOVED BY COUNCILOR PISHIONERI WITH A SECOND BY COUNCILOR RALSTON TO APPROVE CHECKS #115081, #115801 AND #116698. THE MOTION PASSED WITH A VOTE OF 5 FOR AND 0 AGAINST (1 ABSTENTION – VANGORDON).

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.

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

1. Correspondence from BRING Recycling Regarding CDBG Grant Funding.
2. Correspondence from Jeff Ziller Regarding Letter to ODFW Commission Members Presented August 3, 2012.

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

BIDS

ORDINANCES

BUSINESS FROM THE CITY COUNCIL

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

1. Mayor Lundberg said before Council recess the Council chose to change prosecution services. In the ensuing time frame they had some dissatisfaction with their choice and some fall out. She wanted to make a statement from herself and the rest of the Council that the decision was made in good conscious with consideration. They were not in a position, nor did they want, to change that position. They hoped everyone would work with that decision and move forward. She recently spoke with Judge Strickland and had a good conversation. That was a key partnership with the City. She hoped everyone could move forward and do the best for the community and the people served.

Councilor Wylie said it was important to point out that the Council worked with the subcommittee that did interviews and went beyond the normal process and reported back to the Council. It was a decision made in good conscious.

- b. League of Oregon Cities Conference – Voting Delegate Designation.

Mayor Lundberg said the City needed a voting delegate during the annual business meeting of the League of Oregon Cities which would be held on Saturday, September 29, 2012, in conjunction with the League of Oregon Cities Conference, September 27-29, 2012 in Salem, Oregon. Each city was entitled to cast one vote at the business meeting. Therefore a voting delegate was needed to represent Springfield.

Those attending from the City of Springfield include City Manager Gino Grimaldi, Assistant City Manager Jeff Towery, Mayor Lundberg and City Councilors Wylie, Moore and Woodrow.

Mayor Lundberg nominated Councilor Woodrow to serve as the voting delegate.

IT WAS MOVED BY COUNCILOR PISHONERI WITH A SECOND BY COUNCILOR RALSTON TO DESIGNATE COUNCILOR MARILEE WOODROW AS THE VOTING DELEGATE AND MAYOR CHRISTINE LUNDBERG AS THE ALTERNATE FOR THE UPCOMING LEAGUE OF OREGON CITIES ANNUAL CONFERENCE, SEPTEMBER 27-29, 2012. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

BUSINESS FROM THE CITY MANAGER

1. Intergovernmental Agreement Between the City and Springfield Utility Board Concerning Implementation of the Glenwood Refinement Plan.

Planning Manager Greg Mott presented the staff report on this item. There were a number of details about the provision of utility service, particularly electric service, which would be affected by the updated Glenwood Refinement Plan (Refinement Plan). Since these details did not involve land use matters appropriate for a land use document, staff from the two agencies met and reached agreement on those details. The agreement reached at the staff level was reviewed with Council on March 26, 2012. At that time it was agreed to defer adoption until such time as Phase I of the Refinement Plan was adopted. On September 5, 2012 the Board of County Commissioners of Lane County adopted the Refinement Plan. The draft Agreement attached was identical with that reviewed with the Council in March. Staff recommended that Council adopt the Agreement and authorize and direct the City Manager to execute it on behalf of the City.

Mayor Lundberg confirmed that the County approved the Glenwood Refinement Plan by a vote of 5 for and 0 against, which was an affirmation of the work done here and was a big accomplishment.

IT WAS MOVED BY COUNCILOR PISHONERI WITH A SECOND BY COUNCILOR RALSTON TO APPROVE THE DRAFT INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

The meeting was adjourned 7:28 p.m.

Minutes Recorder Amy Sowa

Christine L. Lundberg
Mayor

Attest:

City Recorder

City of Springfield
Work Session Meeting

MINUTES OF THE WORK SESSION MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
MONDAY, SEPTEMBER 24, 2012

The City of Springfield Council met in a work session in the Jesse Maine Meeting Room, 225 Fifth Street, Springfield, Oregon, on Monday, September 24, 2012 at 5:30 p.m., with Mayor Lundberg presiding.

ATTENDANCE

Present were Mayor Lundberg and Councilors Pishioneri, VanGordon, Wylie, Moore, Ralston and Woodrow. 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. Mobile/Manufactured Home Park Closure Information.

Management Analyst Courtney Griesel presented the staff report on this item. Ms. Griesel introduced Karen Clearwater, the State of Oregon Regional Advisor to the Department of Oregon Housing and Community Services, who was in the audience and available to answer questions. Ms. Clearwater was a resource to help staff understand State requirements of housing programs, including the mobile home park issue. She also introduced John VanLandingham from Lane County Legal Aid and Advocacy Center. Mr. VanLandingham was another resource who was very familiar with legislative actions regarding housing. Although the City was not legally responsible for providing relocation benefits to park residents affected by private closure, with changing ownership or possible nearby development, residents had become increasingly concerned about the future of their parks and understanding their rights. Staff was providing, in advance of any closure notifications, a range of possible ways the City might address future park closures.

Since 2004, city staff had on several occasions visited with mobile home park residents to discuss issues related to potential park closures. Although no notices of closure had been issued and no parks had closed within Springfield's UGB during this time, Staff felt that it would be beneficial to provide Council and City leadership with up-to-date information about resident rights as tenants of a mobile home park. The information presented here was compiled from multiple sources including the State of Oregon, the Manufactured Home Owners of Oregon (MHOO), and the Oregon Housing and Community Services Department.

Ms. Griesel said there were a large number of parks throughout the region and a large number in Springfield. As redevelopment and changes to land use was discussed, they needed to acknowledge the possible issue of displacement of mobile home park residents. She reviewed State requirements for closure of a mobile home park. Park owners were required to provide 365 days notice of closure and tenants were eligible for tax rebates. There were some gaps in the State requirements such as the rebate coming after the person had to move. This and other issues presented additional hardships. There was a time when cities could adopt additional requirements, but Springfield did not take any action at that time. There was some benefit in adopting those types of requirements as it addressed some of the gaps that were missed with the State requirements of \$5000, \$7000, and \$9000 reimbursements. Staff wanted to discuss looking into some type of program in which the City looked at different resources or actions to take with residents of mobile home parks facing relocation. This would be separate from any legislative action as it wouldn't involve the City imposing new

requirements for the developer, but rather looking at what the City could do to assist and could be case-by-case. An example given was if the park were in an urban renewal district, they could be eligible for urban renewal funds. Room tax could also be used if the development was related somehow to room tax activity. A third source of funding could possibly be Community Development Block Grant (CDBG) funds.

Ms. Griesel said staff's request was for Council to direct staff to spend some time in the mobile home park communities, asking them questions to learn what the important topics were, their biggest concerns and what type of support the City could offer. Staff would then come back and work with people such as Ms. Clearwater and Mr. VanLandingham to craft a framework for a program that could be used in the event of a mobile home park closure.

Councilor Woodrow asked if when they said case-by-case, they meant by park. Yes. She asked how they would set parameters for each case.

Ms. Griesel said that was what they hoped to determine by spending staff time on this topic. They wanted to understand the housing alternatives the population was interested in, having staff dedicated to assess or find resources for each situation. Staff would need to talk with individual tenants to determine their needs.

Councilor Woodrow asked how staff would ask those questions.

Ms. Griesel said they had talked with other agencies about partnering with the City to assist in the research.

Councilor Woodrow said often when people heard someone was going to come to talk to residents, they feared the worst.

Ms. Griesel said it could cause alarm, but the discussions needed to occur.

Councilor Woodrow said it could alleviate some of those fears if they had an advocate that could stay after to answer questions.

Ms. Clearwater said the University of Oregon's Planning School had offered to provide interns so it wouldn't be the City asking the questions, but rather an intern doing research.

Councilor Woodrow said residents could be nervous about these conversations. She felt they needed a method that would support the residents once the information seeking started so they had someone they could talk to and someone that was listening.

Councilor Ralston said this wasn't a new subject. He had been on the Housing Policy Board (HPB) for many years and the time when the City had an opportunity to respond was very brief and gave the City little time to respond. He understood the issue, but felt if the developer wanted to do something different with the property it was up to the developer. Perhaps the City could put some mandates on the developer to help fund relocation. He didn't know where the funds would come from in the City unless it was the City doing the redevelopment. It was inevitable redevelopment would occur. If the developer thought there was a high end increase in property value, perhaps the City could make the developer come up with funds to assist. He was not opposed to helping find low-income housing for those displaced, but the City didn't have funds.

Mr. VanLandingham said State law pre-empted the City's ability to impose additional financial obligation on the developer.

Ms. Griesel said the City could impress upon a developer the importance to do more for the tenants, but we could not require them to do more. As partners we could encourage that assistance.

Mr. Grimaldi said from the community perspective, if this were to occur in an area that the City wanted redevelopment to occur, we could justify using urban renewal funds to assist.

Councilor Ralston said it was not the City's responsibility.

Councilor Pishioneri said he saw this as an opportunity. He would like to know how many mobile homes were uninhabitable. If there was a potential development and homes would be displaced, the City would see a large increase in tax proceeds. The City could use that increase in tax revenue to assist those being displaced. He liked Option 3 or a combination of #3 and #4. This was the time to start scoping out areas for redevelopment. That was the purpose of SEDA money and Glenwood would be a great place for those funds. He thought it would be beneficial for staff to talk with mobile home park owners to hear their ideas.

Councilor Moore said a major concern was that people would be confused by being approached. She suggested staff leave a packet of information with a contact name and number. It may not be the City's responsibility, but councilors were representing citizens of Springfield, and Springfield was a very compassionate place. There were many things we stepped up to try to assist with that were not the City's responsibility. She felt that we should do whatever we could. She asked about current State legislation she had heard about regarding this topic.

Mayor Lundberg said it was regarding first right of refusal for residents of mobile home parks. It was introduced by Nancy Nathanson.

Mr. VanLandingham said he had drafted that legislation which was called "Opportunity to Purchase". This was part of a proposal that was pulled because of the complexity, but could be reintroduced in 2013. The bill was intended to either allow park residents or a non-profit to purchase the park and preserve the park. The parks in Glenwood would not be preserved as that was a redevelopment area so that was not likely a solution. There were other efforts to assist residents and non-profits.

Councilor VanGordon asked if a local park had closed since Eugene had changed their rules. No.

Ms. Griesel said there had not been any in Eugene, but there had been one in Oregon.

Mr. VanLandingham said four cities adopted more regulation than the State. Those were Eugene, Bend, Wilsonville and Clackamas County. Bend and Wilsonville have similar rules, which were stronger than those in Eugene. Their rule got challenged in Clackamas County Circuit Court and was found to be unconstitutional. That was appealed to the Court of Appeals, who reversed it on different grounds. By then things had changes and it was settled. Eugene's ordinance was less severe than others and could survive a court challenge.

Mr. Grimaldi said the City of Roseburg was a good example of moving mobile home parks successfully. In that situation, the mobile home park was in the way of the airport so the City was able to provide additional money to help move the residents.

Councilor VanGordon said having a solid policy was critical. His concern was the difficulty in discussing this with the residents in order to collect the information to be the basis of the policy. Our goal was to hear from them so the City could form a policy to address their needs. His preference was between Option #3 and #4. Having non-profit partners would be key and staff needed to do the research ahead of time. As people were transitioned out of housing, he would want to know how much low-income housing was available in the City and if we had the capacity to accommodate those relocated. That would be important information to provide to residents from the first meeting. This was a very emotional issue and it would be easy for people to get the wrong impression if the steps were not done right.

Councilor Wylie said the City needed to encourage low-income housing and be supportive with appropriate funds. If the City became aware of closures, they needed to make sure there was low-income housing available by working with partner agencies. She asked about the age of the mobile homes that couldn't be moved.

Ms. Griesel said those 1976 and older. There were some movers that would move that age of home, but there was significant liability. Our building code wouldn't approve that age of structure to be placed in City limits even on private property. They may find that even now there were homes that would fail inspection and be considered hazardous. She spent a weekend going through miscellaneous parks taking inventory of mobile homes and found the typical age of the homes were 1972-1974. Some parks did include newer homes, and some older homes were in very good condition.

Councilor Wylie said she was concerned that some people were getting taxed on an \$80,000 mobile home yet would only get \$9000. When the City worked on this before she believed they found a number of vacancies in mobile home parks in the area.

Ms. Griesel said there were currently about 60 vacancies in Springfield. Total spaces that could possibly be relocated were close to 1300.

Councilor Wylie said we should be working with a tangible number of homes and number of families, and how we could assist. She did agree that the City didn't have money, but there were many other things the City could do to assist and provide resources.

Ms. Clearwater said she toured the parks in Glenwood and there were not a lot of vacant spots, but there were many travel trailers such as 5th wheels and campers. The people living in those units would not be eligible for any State funding. Many of those were on blocks and no longer had wheels.

Councilor Wylie asked Mr. VanLandingham if he had sense if the legislature would be looking at assistance for mobile home park owners again.

Mr. VanLandingham said other than the Opportunity for Purchase issue, there may be a request for lottery backed bonds to assist residents or non-profits to purchase parks. There was a lot of competition for lottery backed bonds.

Councilor Pishioneri noted that there were some very nice mobile home parks in Springfield. He was concerned that once people thought there was an interest in redevelopment of a mobile home park, every single home would lose value as no one would be interested in buying a home that would soon be relocated. They needed to look at every park at the same time or they could devalue a property. The City had a responsibility to have a plan because it was inevitable something would occur. He felt it was great work by staff. The City didn't have the funds, but we had tools to assist.

Mayor Lundberg said she supported Options #3 and #4. She agreed that mobile home parks were like neighborhoods with specific characteristics and people very invested. Some were actually rental units and not owner occupied, which was a different scenario. It would behoove the City to look at what was going to occur because the City did create the Glenwood Refinement Plan which included redevelopment. The City wanted redevelopment so we had an obligation to our residents. She referred to the housing project between the Roth's and HAFSA as a great example of a private developer and a government agency working together to provide low-income housing that could benefit those dislocated from a mobile home park. The City needed to be sensitive to those that had planned on living in their home for years. Many residents were elderly. She agreed that each case needed to be looked at separately and each park needed to be included so no one was singled out. It was going to be extremely difficult for the elderly to be moved. The City had great partners with non-profits and we needed to look at all options funding. There was potential for set asides in the CDBG funds for this type of thing. She supported staff's recommendation.

The Council was fine with Options #3 and #4.

Ms. Griesel said staff would work on outreach. Their goal was to come back to Council with clearly laid out structure and alternatives including costs or resources.

Councilor Moore asked if the Council could be provided with information on park values.

Ms. Griesel said they could get that information.

Councilor Ralston said he felt they would find out that individual dwellings were being taxed for more than they were worth. That should be taken into account if possible.

Ms. Clearwater said the park owner was assessed, not the mobile home owner as it was considered personal property. They could get appraisals or opinion of values. They were only assessed when they were located on the homeowner's property.

Mr. VanLandingham said there was a State statute that allowed four counties, including Lane County, to exempt them from being taxed as personal property if the value was less than \$12,500.

Ms. Griesel said their goal was to put some frameworks together and talk with Council before doing the outreach.

Councilor Pishioneri asked for the establishment date of the mobile home parks.

Ms. Griesel said she could provide that information.

Councilor Moore asked if those parks outside City limits were on septic.

Ms. Griesel said there was a park in Glenwood that was on sewer, but others were on septic. The City didn't have a good inventory from the County on that information.

2. Progress Update for the Main Street - McVay Alternatives Analysis (AA).

Senior Planner David Reesor presented the staff report on this item. Following the July 9th, 2012 work session, City and LTD staff had worked together to address overall project strategy and next steps in

the context of Council input. Since the July 25th, 2012 Council Communication Packet memo, project “next steps” had been modified slightly.

City and LTD staff had worked together to organize a project framing seminar that would help elected and appointed officials and key staff from each agency learn about project framing techniques. These techniques would help officials and staff gather input from diverse communities of interest, assess the input, respond appropriately to the input and communicate to the communities of interest in a meaningful manner. The framing seminar was scheduled for October 25th, 2012 and would be lead by Larry Wallack from Puget Sound University. The seminar would include a mix of elected officials, appointed officials and key staff from both agencies. He would like to invite the Mayor and one other councilor to attend.

Mr. Reesor said this project framing process would help determine common values for the community. They would be working on communication techniques for communicating a project and the goals of the project, and uncovering issues from the beginning. He noted some of the questions that would be addressed during the seminar that were listed in the agenda item summary.

City staff would present what was learned from the framing seminar to the Council on November 26th during a work session. At the January 14th work session, LTD and City staff would present a draft project governance structure and high level concept work plan that would propose key milestone points in the project requiring Council input. The draft governance structure would propose a project team structure that would likely include Council and LTD Board representation on key project teams. Later work sessions would help create a problem statement and address potential solutions responsive to the problem statement.

Mayor Lundberg said it sounded like they were now on the right path and working jointly with LTD.

Mr. Reesor said they were hoping both agencies would be working side by side at the staff and elected official level.

3. Update on the Draft 2012 Park and Recreation Comprehensive Plan.

Planner Mark Metzger said Rebecca Gershow, Senior Planner from Willamalane, was here to present a power point on this topic.

Ms. Gershow said she was also the project manager on Willamalane’s *Park and Recreation Comprehensive Plan* project. She noted that Willamalane Superintendent Bob Keefer was on his way and Board Member Greg James was in the audience.

Ms. Gershow said her focus would be on Willamalane’s Highlights of Improvement, which was Chapter 3 in their draft plan. Willamalane was developing a 20-year plan that responded to their identified community needs regarding parks and open spaces, recreation facilities and programs and services for the Springfield area. It provided a 20-year action plan to ensure the most effective use of community resources.

Ms. Gershow referred to a map showing the planning area which was basically the urban growth boundary (UGB) except for two areas where it extended beyond the UGB. She discussed the process framework which included Project Start-up, Determining Needs, Developing the Plan and Adopting the Plan. Last time she spoke to Council, they were at the Determining Needs phase and reported on their Community Needs Assessment, Appendix A in the Plan. That assessment included the vast

majority of the community input including surveys in English and Spanish, teen focus groups and a community fair. They spoke with about 2000 people around town. Analytical work was also done to get to their Community Needs Assessment results. Today they were at the bottom of the Developing the Plan section. They had a draft plan, their Board had reviewed it, they were getting partner input, and it was posted on their website for the public to provide input. After getting Council input, they would go back to their Board on October 10 to begin the Adopting the Plan section. Following the October 10 public hearing, they would be submitting their Refinement Plan application jointly with the City and County. They would be coming back to Council in early winter for a decision on the Refinement Plan.

Ms. Gershow referred to the draft plan outline: 1) Introduction; 2) Planning Framework; 3) Highlights of Improvement; 4) Strategies and Actions (including plan maps); 5) CIP and Operations Plan; and 6) Performance Measures. She described the planning framework which included elements that guided their planning development such as core values, vision, mission, goals, strategies and actions, and performance measures. She read Willamalane's vision and mission. There were eleven different plan goals which described the outcomes that were to be produced by implementing the plan. These goals included: 1) Provide opportunities to enjoy nature; 2) Provide diverse park and recreation opportunities; 3) Support youth development; 4) Support seniors and people with disabilities; 5) Provide enriching family experiences; 6) Promote well-being, health and wellness; 7) Provide safe parks, recreation facilities and programs; 8) Support community economic development; 9) Strengthen and develop community partnerships; 10) Preserve the natural environment; and 11) Increase cultural understanding.

Ms. Gershow noted the themes that ran through their priority projects in the Plan: Collaboration; Glenwood and Downtown; Thurston Hills Ridgeline; Connections to Waterways; Opportunities for Active Play; Reinvestment; Resource Conservation; and Recreation Programs. She discussed in more detail each theme and how they were addressed in the Plan.

Ms. Gershow pointed out some of the projects highlighted in the Plan. Maps showed proposed neighborhood park projects, proposed community park projects, proposed natural area park projects, proposed multi-use path and trail projects, proposed special use park projects, proposed sports park projects, proposed community recreation or support facility projects, and proposed park and recreation projects. She gave an overview of those projects.

Ms. Gershow said the Capital Improvement Program (CIP) was developed with cost estimate and revenue projections for the 20 years of the plan, broken out into two ten-year phases. A third phase was unfunded. She referred to summaries in the power point of Phase 1 which showed the distribution of park projects and the cost of those projects, and how they projected to fund those projects. Phase 1 would go from 2012 to 2021.

Ms. Gershow referred to summaries in the power point of Phase 2 which showed the distribution of park projects and the cost of those projects, and how they projected to fund those projects. Phase 2 would go from 2022 to 2031. If the General Obligation bonds were not passed, some of the projects would not be done.

Ms. Gershow spoke regarding Chapter 6, the last chapter in the Plan: Performance Measures. These measures were linked to their Plan goals and helped evaluate their Plan implementation. She explained how they would evaluate their goals using the performance measures. Their next steps were to collect baseline data and set specific performance measure goals.

Ms. Gershow said the next steps overall included plan revision and finalization, the October 10 Board meeting and public hearing, submission of a Refinement Plan application and joint adoption by the City and County by early 2013.

Councilor Pishioneri asked if this Plan was based on the bond measure passing.

Ms. Gershow said a portion of the funding of Phase 1 was dependent on the General Obligation bond passing. The Plan would be their Plan regardless of whether the bond measure passed or not. If the bond measure passed, they could fund \$20M worth of projects that came from the Plan.

Councilor Pishioneri asked if the percentage of costs for projects would remain static if the bond did not pass, or would they reallocate the funding.

Mr. Keefer said if that occurred, they would look at their priorities and determined along with their Board what projects were most important. They would also look at opportunities that may come forward that would allow them to do some projects. They would need to re-evaluate based on all of the input. They would have the same plan, but a different implementation schedule.

Ms. Gershow said the priorities were based on their Needs Assessment findings. From those priorities came the bond measure list. They were still their top priorities, but if the bond didn't pass, they would move forward much more slowly. They didn't have a specific plan if the bond didn't pass. The Plan was a roadmap and provided flexibility to implement based on the funding levels.

Councilor Pishioneri said there was also an assumption for a \$10M Bond for Phase 2. He asked if the \$20M bond would be paid off by 2022 when Phase 2 was scheduled to start.

Ms. Gershow said it would be half paid off.

Councilor Pishioneri said that would mean one would be on top of the other. He asked if they had looked at compression.

Mr. Keefer said compression wasn't affected by General Obligation bonds.

Councilor Pishioneri asked what the \$20M bond would cost a homeowner.

Mr. Keefer said it was .34/\$1000 which was about \$51 per year on a \$150,000 assessed value home. It was difficult to say what the cost would be for a second bond in 2021, but at today's rate would be about .17/\$1000.

Ms. Gershow said page 83 of the Plan listed current day assumptions on the Phase 2 \$10M bond measure. Assuming today's realities, it would be another \$24 annually. For the ten years that Phase 1 and Phase 2 were being repaid, the total would be about \$72 annually.

Councilor Woodrow asked if they determined the funds needed before they did the Needs Assessment or the other way around.

Ms. Gershow said they did the Needs Assessment before the money. The recommendations from the assessment were more vast than what was shown on the map. The CIP was helping them to prioritize.

Councilor Woodrow asked how they planned to prioritize the list.

Ms. Gershow said their prioritizing plan was their CIP which was in Chapter 5 of the Plan. Phase 1 was a list of nearly \$40M in projects and was a 10 year list. They had some projects that were just acquisition which would wait until Phase 2 to be developed, some were development and some rehabilitation. They also did an annual update of their five-year CIP based on their actual budget.

Councilor Woodrow said their priorities would be based on affordability.

Ms. Gershow said partially it would be what could be funded through their budget. They may also receive grants for certain projects that could help determine which could be done first.

Mr. Keefer said they had set their priorities based on what the community wanted. As they put together the priorities, they first looked at those. If the GO bonds didn't pass, they would need to re-evaluate where the resources came from. Some things may be delayed or some things may go forward if an opportunity presented itself through a grant or donation. They would continue to look for opportunities and partnerships to make things happen. The bond measure allowed them to kick-start this at a time when they could afford to do it. Without the bond measure, they would look at what they could accomplish in the first 10 years within the resources they had. They would work with their Board and staff on the CIP within their budget. They had gone through an internal process with Willamalane staff and the Board to discuss the community needs and how to fit it into the Plan.

Councilor Woodrow said she was pleased to see the comments from the community about Dorris Ranch.

Councilor Moore asked about the current financial status of Willamalane. She asked if there was a large carryover or cash balance.

Mr. Keefer said Willamalane had a continual 5-year rolling financial plan. The Board had set a target of maintaining 12% of general taxes received as a balance. Those funds were rotated through each year. As they forecasted their revenues and expenses, they were always maintaining that 5-year plan. They had the ability within the Plan to fund the improvements, but that would remove funds for maintenance. They did not want to sacrifice maintenance and upkeep of the current parks just to add another park.

Councilor Moore said she appreciated Willamalane and the beautiful parks. She asked how many FTE were employed by Willamalane.

Mr. Keefer said they had about 150 FTE, with over 300 on staff including seasonal workers and part-time staff.

Councilor Moore said she was happy to see community gardens as something that was in their plan. There was a lot of interest for that in this area.

Mr. Keefer said that was one of the changes from 2002 to 2010 in terms of what people wanted. They were addressing what the people in the community wanted.

Councilor Ralston said he knew as a result of several new schools, Springfield had lost at least 3 fields and none had been replaced. The School District had not addressed that and he asked if Willamalane addressed it in their Plan. He did note something about two new fields at 32nd Street, but wanted to know if there were plans for baseball fields. Babe Ruth teams did not have a home field in Springfield.

Mr. Keefer said in the 32nd Street proposal, the plan was to make that field more than a rectangular sports field to allow for Little League and girls' softball level games, similar to what was at the University of Oregon with the artificial turf fields and portable pitchers' mounds. They planned to look at that very seriously as they developed the two new fields with the bond measure to get more Springfield kids playing in Springfield. He had offered to Babe Ruth and others the ability to use Meadow Park. He would encourage them to come talk about their needs and how Willamalane could help address those needs. Willamalane didn't have the space to build a complex such as in Eugene, but they were more than willing to help provide what they needed.

Councilor Ralston noted Little League needs were different than Babe Ruth. He said he recently visited a park he had never seen before on the hill south of downtown.

It was noted that was Willamette Heights.

Councilor VanGordon asked if some things were dropped off their list from the needs assessment or if everything was included.

Ms. Gershow said not all were on the list. The Needs Assessment in the Plan outlined all of the input from citizens. They were not able to put in every recommendation.

Councilor VanGordon said he was excited about individual projects, but all of them came to a large amount of money. He asked if they planned on raising their portion of SDCs.

Mr. Keefer said they evaluated the SDCs on an annual basis based on the cost of land, the cost of construction and whether or not Willamalane had debt, as they had a debt service credit to maintain. They were at their maximum now after several years of working with the HomeBuilders' Association (HBA).

Councilor VanGordon asked about the cost recovery triangle in the Plan. He noted the cost for the Extension Service to rent Willamalane's space and asked what portion of the cost recover triangle those rental fees fit.

Mr. Keefer said non-profits were charged less than for-profit groups. For-profit groups were charged 200% of Willamalane's direct costs. Cost recovery was based on who was benefitting.

Councilor VanGordon said when looking at the performance measures, which he felt were good measurable elements, he wished there was a financial element as well. He would like to see them examine their costs to make the organization run more efficiently. There was a balance between providing the services and cost control and he felt that was a missing piece. In his view, the perfect plan would be for everything to be done while keeping the cost per participant under inflation.

Mr. Keefer said almost all of the projects were not costing the general user. Going to the park was free. Compared to other agencies or communities, Willamalane's cost of doing business related to what they charged was at or below average. The Willamalane Board wanted to keep it affordable.

Ms. Gershow referred to Councilor VanGordon's comment regarding the total cost of projects of \$90M. She clarified that \$34M were in an unfunded Phase 3 list. What they had calculated that they could fund based on assumptions such as the bond measures, was a \$40M phase and a \$30M phase.

They felt the projects in Phase 3 were important so they wanted to keep them in the Plan in case opportunities arose.

Councilor VanGordon said the realistic portion of the plan was more like \$60M over twenty years.

Ms. Gershow said that was correct. Phase 3 projects may get done if there was an opportunity or if projects fell off Phase 1 or Phase 2.

Councilor Moore said the City and LTD had cut back services. She asked if Willamalane's budget had been affected by the economy and if they had laid off employees.

Mr. Keefer said they had been fortunate not to cut back and had actually seen record numbers at their pools and in their programs because people were staying at home and needed a place to play. The recreation revenue side had increased, along with seniors and middle school programs. In their five-year budget plan, they had underestimated the growth of assessed value and overestimated their expenses which had allowed them to stay within budget. He also noted that Willamalane was not a PERS employer so they could remain more static regarding retirement which made a big difference.

Councilor Moore asked if Willamalane employees were union.

Mr. Keefer said about 55 FTE were union.

Ms. Gershow referred to their revenue forecast and said their SDC fund was significantly down, but they had known it would be so had budgeted appropriately.

Councilor Pishioneri said it looked like they had 148 FTE in 2008. He asked what their average income was for an average home.

Mr. Keefer said their tax rate was \$2 per \$1000.

Mr. Grimaldi said the City's tax rate was about \$4 per \$1000.

Mayor Lundberg said she was happy to see Willamalane was the entity that would teach our children to appreciate the outdoors and rivers and nature. She spoke of her experience helping with Guy Lee Elementary and the outdoor creek they would take the students to visit. It was important to keep that sense of wonderment. Parks were important, as were natural areas for biking and walking. Although there was no daily fee, Springfield was paying for those amenities through taxes. She was happy to see those recreational activities and the beauty around us were important to the community as a whole. She thanked Mr. Keefer and Ms. Gershow for their time.

Mr. Keefer acknowledged the great job Ms. Gershow had done on this Plan. They were looking to the future.

Councilor Wylie said it was tough to be a visionary in tight times.

4. Options for Deliberation and Action on the Proposed Lane County Sponsored Metro Plan Boundary Amendment.

Planning Manager Greg Mott presented the staff report on this item. Lane County has initiated a Metro Plan Boundary amendment that would co-locate the Metro Plan boundary with Springfield's

Urban Growth Boundary. This action also would result in placing the boundary of the Lane County Rural Comprehensive Plan in the same location. The proposal as submitted raised a number of questions, but most seriously, the risk presented to the long term protection of Springfield's drinking water.

Mr. Mott noted that the last time the City Council had met on this topic was during a joint meeting with the City of Eugene and Lane County in March 2012. Both Planning Commissions had reviewed this and passed along their recommendations. Based on testimony heard by the Planning Commissions and during the Joint Elected Officials (JEO) meeting in March there was concern about simply adopting or not adopting Lane County's original proposal.

A subcommittee of elected officials from Springfield and Lane County met on several occasions during the summer to discuss potential solutions to the two principal issues associated with this proposal: governance and drinking water protection. The subcommittee agreed that these issues were not so oppositional that a compromise couldn't be struck and in the end recommended a modification to the proposed boundary accompanied by a Memorandum of Understanding (MOU) identifying additional actions each jurisdiction would undertake to further the objectives of their partner. Although the first option below is not reflective of the efforts of the subcommittee it does represent a choice in the event the second option is not supported by Council.

1. Take no action.
2. Propose and immediately adopt a new Metro Plan boundary as depicted on Map 1; conclude the current, ongoing UGB expansion proposal for employment lands; County initiates process to adopt Springfield's Drinking Water Protection Plan where applicable in the Rural Comprehensive Plan; initiate UGB expansion for well field areas remaining with the Metro Plan boundary. Both of these latter actions to be specified within a Memorandum of Understanding between the City of Springfield and Lane County.

Mr. Mott said basically this would attach the Metro Plan boundary to the UGB everywhere except in those locations where Springfield Utility Board's (SUB) most sensitive time of travel zones existed in support of the wellfields in those locations. Staff also met with SUB over the summer to determine a true distinction in those time of travel zones. The primary concern of staff from SUB involved the areas in the one and two-year time of travel zones. That didn't mean the other longer time of travel zone areas weren't important, but without exception the one and two-year time of travel zones were critically important. From these meetings came a recommendation that were shown on the map included in the agenda packet as Attachment 2. The map highlighted areas with one and two-year time of travel zones that were currently in the Metro Plan boundary, but outside the UGB. The recommended proposal modified the County's original proposal by about 2100 acres, bringing the total of 8100 acres to about 6000 acres. All of the 6000 acres would be incorporated into the Lane County Rural Comprehensive Plan and would be subject to policies and regulations through the Lane County Code. The areas in yellow would be retained in the Metro Plan boundaries and would subject to the same standards and policies that applied today. The other element proposed was that the City would pursue expansion of the UGB for those areas highlighted. Details of that action and a reciprocal action on the part of Lane County Board of Commissioners (LCBC) to adopt Springfield's Drinking Water Plan would be detailed in the MOU. Those details hadn't been completely finished in part because they wanted to get input from Council. There was as LCBC meeting on Wednesday for a third reading on the proposal. If Council made a decision tonight, Mr. Mott would relay that to the LCBC during their meeting on Wednesday.

Councilor Ralston said he was still not happy with what was proposed. He didn't want to relinquish any decision making role. Everything north of Springfield up to the McKenzie River was more Springfield than Lane County. If development occurred, he wanted Springfield to be responsible for that, not Lane County. He had circled areas he thought should be included.

Mr. Mott said in looking at Councilor Ralston's map, it looked like he was suggesting they preserve the areas between the rivers.

Councilor Ralston said those were natural boundaries.

Councilor Pishioneri said his concern was that this action regarding the alternative was significant and he felt they needed public input.

Mr. Grimaldi said it would come through the normal land use process. Tonight, staff was trying to gauge which direction Council would like to go.

Councilor Pishioneri said the two options were far from each other. When SUB did their presentation, there were still questions that were unanswered. He felt he needed those facts to base his decision.

Mayor Lundberg said there was a process where they would first start with something then move it through the public process.

Mr. Mott said the County initiated the proposal in 2011, then had meetings based on their proposal not to leave anything outside the UGB within the Metro Plan boundary, but to bring the Metro Plan boundary to the UGB. That went through a public process. The questions generated at the City Council meeting with SUB were responded to in a Council Briefing Memorandum. This proposal had not been subject to a public hearing, unless it was looked upon in the context that it was less than requested to preserve nearly 2100 acres in the Metro Plan for joint governance for the specific reason of drinking water protection. The other 6000 acres didn't have much relationship with drinking water protection. The Metro Plan Boundary had been conceived in the 1960's and acknowledged by the State in 1982 as a legitimate public interest for Eugene, Springfield and Lane County to jointly administer that area between the UGB and Metro Plan boundary. Up until the County initiated this request, the City Council had never mentioned any issues with respect to that boundary or the administration of that area and the City had never experienced any issues in that area.

Councilor Pishioneri said last year discussion was held regarding the Natron area and stormwater runoff and how it was affected by the Metro Plan boundary.

Mr. Mott said there was an amendment to Springfield's Public Facilities Plan that was discussed by the update of the Stormwater Master Plan which required co-adoption by the County. It did take some time to complete that action.

Councilor Wylie said she liked Councilor Ralston's suggestion about the boundary between the two rivers. She felt councils now and in the future would be under pressure by development that would affect our drinking water. We needed to be extremely careful to protect our water and it should remain under Springfield's guidance. She would be very reluctant to pass that authority on to another entity.

Mr. Grimaldi said what was before them was stronger than what was in place today. If we could keep the one and two-year time of travel zones in the UGB, Springfield would be the sole participant in decision making. Currently, it was a shared responsibility. Mayor Lundberg and Councilor Moore had

significant discussions and evaluation about the impact of this proposal. One of the topics of discussion was what type of development could occur in the areas that would be outside City jurisdiction. There were not a lot of things that could happen in those other areas that would have a negative impact on City residents with the exception of development that could affect our wellheads. They felt the two-year time of travel zones was adequate protection.

Mr. Mott said the Metro Plan was unique and one-of-a-kind in the State. The land outside Springfield's UGB but within the Metro Plan Boundary had to comply with provisions for us to contain for resource land. It was all zoned farm, forest-agriculture or forest use with a few minor exceptions of rural residential. The City of Springfield, like all other cities, did not have resource lands inside the UGB. If this property went into the Rural Comprehensive Plan, it would retain farm and forest zoned. The law applied because of the soil classification and productivity of that land. There were statewide prescriptions on lot size and uses. In looking at the 8000 acres in that area, if 7000 were resource acres, the difference of what happened under the Metro Plan and what happened in the Rural Comprehensive Plan would be a handful of new dwellings. There could be some intensification in the farm and forest land that would be permitted, and a minute increase in the conditionally permitted uses that might not be a very good match on this land. That could happen under the Metro Plan as it was now. The County administered that area and the City was only involved if someone proposed a plan on that property.

Councilor Moore said it was interesting meeting with the County. This was a larger area than they had last talked about bringing into the UGB. She asked how possible it was for expansion of the UGB for water protection.

Mr. Mott said they had evaluated a lot of land outside of the UGB for possible expansion, first for residential which was now not needed. The subsequent action was the Commercial and Industrial Buildable Land (CIBL) and Goal 9 analysis. Through that process it was determined the City needed 640 acres. Some of the highlighted areas coincided with sites needed for employment expansion that the Planning Commission was recommending. It was important not to confuse the ongoing process with what may come of this. It was staff's strongest recommendation that the CIBL process continue and go before the JEO as soon as possible so they could conclude that business. If they pursued this agreement (MOU) and it included expanding the UGB to protect the water, that would be a separate follow-up project. He did not know if the water protection expansion would be something that would be approved as it had not been done before. The highlighted areas on the map had wellheads and one and two-year time of travel zones and were outside our current UGB.

Councilor Moore clarified that the areas under consideration for industrial expansion were not outlined.

Mr. Mott said they were not, but a significant portion highlighted in the Gateway area was included in both. There was nothing in the northeast Thurston area subject to any recommendation for evaluation for employment purposes. All of that area highlighted was for water only.

Councilor Moore said what we were proposing was in response to the County's proposal and letting them know whether or not the City was interested in continuing discussions with them about the water protection.

Mr. Mott said tonight's discussion was formally making public the discussions held this summer.

Mayor Lundberg said it was valid argument to note that this originated in the 1960's and adopted in the 1980's. It was time to look at this to see if it was still valid today. The Metro Plan had been useful and awful at the same time. She reminded Council that Eugene had a voice in the Metro Plan. Through these discussions, they were trying to figure out how to let the County accomplish what they wanted and also to keep our water protected. She noted the example of Weyerhaeuser ponds which had strict mechanisms to make sure that water was not in the wellhead system. If we could continue the conversation and have some control over those areas, the City had mechanisms to protect our water. This is a compromise position with the County from where they started. She did speak to the Department of Land Conservation and Development (DLCD) director who was supportive of an UGB expansion for water protection, but it would be a long road.

Councilor Moore said when she first got involved in these discussions, she was at the same place as Councilor Ralston. She now felt this agreement covered what was important to the City and also addressed the County's concerns. She appreciated hearing from the rest of the Council.

Councilor VanGordon said he was comfortable with the MOU as it seemed to address SUB's concerns regarding the time of travel zones. He asked how far out in years the overlay protection plan would remain in place through this MOU.

Mr. Mott said they would ask the County to adopt the same Drinking Water Plan the City adopted. It identified protection for up to 25 year time of travel zones and the types of materials that were regulated. Beyond that were other requirements which were primarily set up for urban uses and settings, not heavy industrial. Most of the 25 year time of travel zones were between the rivers. Another aspect was that SUB had surface water rights to the McKenzie River. At some point, they would exercise that and construct a facility on the McKenzie River. They were not sure where that would be located, but if the City had influence of activities, that could complement where they would place the facility.

Councilor VanGordon said it seemed Springfield was getting stronger drinking water protection and clarified who was responsible for what.

Councilor Ralston asked who had the decision making authority under the current Metro Plan Boundary between the City's UGB and Metro Plan Boundary.

Mr. Mott said County had 100% of administrative authority.

Councilor Ralston said he didn't like that they had 100% control over things that affected the City.

Mr. Mott said there wouldn't be a way to increase City's influence the way it was set up today. The only way the City would have that authority would be if the County was not willing to grant additional authority, it would have to be under our land use authority which started and stopped at our UGB.

Councilor Ralston said he would agree to have joint decision making authority in the areas he circled on his map. He felt that was reasonable. The County wanted to do this in order to pass measures. He did note that what was being presented was clearly better than the original proposal.

Development and Public Works Director Len Goodwin said the challenge was that the County was concerned about dual control. They were willing to cede control to the City by encouraging expansion of the UGB in some areas. They found that preferable than having joint control which caused

confusion, especially for the citizens, for the land authority. Councilor Ralston's suggestion was appropriate to consider, but it was possible that could frustrate it further at the County level.

Mayor Lundberg asked if Councilor Ralston was comfortable if it went forward as proposed.

Councilor Ralston said it was better than what they currently had, but he didn't want to lose control.

Councilor Moore said they currently had joint decision making with Eugene and Lane County.

Mr. Goodwin said for uses or plans that were not consistent with the Metro Plan, it took three jurisdictions to make a decision.

Mr. Mott said if someone came in for something already allowed it was under Lane County's control.

Mayor Lundberg asked staff to move forward with the option presented.

ADJOURNMENT

The meeting was adjourned at 7:58 p.m.

Minutes Recorder – Amy Sowa

Christine L. Lundberg
Mayor

Attest:

Amy Sowa
City Recorder

City of Springfield
Work Session Meeting

MINUTES OF THE WORK SESSION MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
MONDAY, OCTOBER 1, 2012

The City of Springfield Council met in a work session in the Jesse Maine Meeting Room, 225 Fifth Street, Springfield, Oregon, on Monday, October 1, 2012 at 6:02 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

Councilor Ralston was absent (excused).

1. 2015-2018 Statewide Transportation Improvement Program (STIP) Priorities Update.

Transportation Manager Tom Boyatt presented the staff report on this item. City and Willamalane staff met to coordinate our respective STIP applications in order to be most competitive for funding. Council was asked to consider and provide direction to City's MPC and Lane ACT representatives on the following priority of projects, with the recommended mutual support agreement below.

City Priorities:

1. Franklin Blvd. Phase 1 Construction, \$5 - \$6 million
2. 42nd St. Improvements, \$1m
3. Weyerhaeuser Haul Rd. Acquisition, \$1million

Willamalane Priority:

1. Mill Race Path, S. Second to S 32nd St, \$2 million

Willamalane had a capital bond pending in the November election which included funding for the Mill Race Path segment described above for STIP funding. This Mill Race Path segment was critical in connecting people from downtown to south-central Springfield, and eventually to the Middle Fork Path. It was project #4.16 and 4.17 in the Draft Park and Recreation Comprehensive Plan. Should the bond be successful, then Willamalane proposed to drop the request for STIP funding and join the City as a co-applicant for the Weyerhaeuser Haul Road request. Should the bond fail, then City staff recommended dropping the Weyerhaeuser Haul Road application and instead becoming a co-applicant with Willamalane for the Mill Race Path STIP request. In this way, both agencies were able to collaborate in support of community priorities.

Mr. Boyatt said Councilor Woodrow had inquired about the location of the Weyerhaeuser Haul Road. This road started at 48th and Main Street, crossed Bob Straub Parkway south of 57th Street, then out to the urban growth boundary (UGB) intersecting near Wallace Creek Road. It then continued out further. He could provide a picture of the road.

Councilor Woodrow asked what the trail was to look like when it was done.

Mr. Boyatt said inside the UGB it would be a multi-use path most of the way, with street segments in the Natron area. That segment wasn't envisioned as a high speed arterial.

Councilor Woodrow asked if it would cause a lot of ground interference.

Mr. Vogeney said it would depend on the number of lanes and sidewalk. They would use the existing road as much as possible.

Councilor Woodrow said that segment ran behind her house. She was concerned because of water damage that had occurred from the MountainGate development.

Mr. Boyatt said they were just looking at acquisition now. Before they undertook any design, staff would be back before Council several times to discuss the project.

Mayor Lundberg asked how the road related to off-road biking or the Ridgeline Trail.

Rebecca Gershow, Senior Planner from Willamalane, said the Ridgeline Trail would be a soft surface hiking and mountain biking trail. The Weyerhaeuser Road would be a paved multi-use off-street path. It may intersect at some points, but it was not part of the Ridgeline Trail.

Mayor Lundberg said she was looking to make sure it had some recreational purpose for the City. She asked what the priority level of this trail was for the City versus the uses of the Mill Race.

Mr. Boyatt said both projects would provide opportunities for recreation, but would also provide a lot of mobility for non-drivers. It was possible the Mill Race Path extension could come out of the bond measure and the Weyerhaeuser Haul Road through the STIP funds. The outcome of the bond would determine the first step.

Mayor Lundberg asked if staff was comfortable that these projects fit into the parameters of the STIP funding grants.

Mr. Boyatt said the STIP funds weren't available until 2016. Staff was working with Willamalane and Weyerhaeuser regarding acquisition of the Haul Road so that may actually occur before 2016. They were keeping their options open.

Mayor Lundberg said she had interest in accommodating mountain biking in an urban setting. She wanted to know where a trail might be that could accommodate that sport.

Ms. Gershow said the Thurston Ridgeline Trail was on Willamalane's bond priority list, but not on their schedule. Mill Race was the top path project and seemed to be more competitive for STIP than the Thurston trail.

Mayor Lundberg said she didn't want to lose site of the Thurston Ridgeline Trail because she wanted to corner the market outside of Portland for mountain biking as an urban opportunity. She would like to look at ways the City could work with Willamalane for funding for that type of trail. Council was good with the options presented by staff.

2. Ambulance Fund Stabilization.

Fire Chief Randall Groves presented the staff report on this item. On May 24, 2012 the Ambulance Transport System Joint Elected Officials Task Force reported to the JEO their findings and recommendations regarding stabilization of the ambulance system in Springfield and Eugene.

The Task Force presented the JEO with three options:

1. **Do nothing.** Jurisdictions would remain responsible for providing and funding ambulance transport within its assigned Ambulance Service Areas (ASA).
2. **Privatize.** The Cities of Eugene and Springfield currently contract with a private provider for non-emergency transport. Under this contract, the Cities remain responsible for the service provided within the ASA. Under full privatization, the public would not only relinquish quality control, but also the emergency response versatility afforded by the firefighter/paramedics now staffing local ambulances. The goal would be to find the equilibrium point between these two ends of the public/private partnership spectrum.
3. **Form Ambulance Transport District.** A new limited special-purpose district could be formed in central Lane County, or the region could annex to an existing health district to provide ambulance service. These options require governance by an elected board of directors. Alternatively, a county service district could be established. This type of entity would be governed by the Lane County Board of Commissioners. Forming a district requires an affirmative vote of the electorate within the proposed district.

Staff was seeking direction from Council on what option(s) they would like to pursue to stabilize the Ambulance Fund.

Chief Groves said they would make it through FY2013 balanced, but were projecting a deficit going into FY2014. Staff would be back before Council during the mid-year budget meeting regarding that deficit once they had refined the numbers. The two councilor representatives from Springfield were Councilors Woodrow and VanGordon. The previous task force had Councilors Ralston and Wylie as representatives. Every recommendation from the first task force was implemented which was part of the reason they were balanced for this current year. The problem had been generated by changes in Medicare and Medicaid reimbursements. Our area had a high percentage of Medicare and Medicaid recipients, and the Fire Department lost money on each of those transports. The Medicare and Medicaid issue affected both public and private ambulance systems. The Fire Department had a good relationship with the Rural Metro contract which had helped with capacity issues and continued to be part of a long-term solution. It took most of a year to get that system in place, but was now one of the tools that could help control some of the issues. He felt the longer term solution was having flexibility and being able to move things around as needed, but only so much of that could be done.

Chief Groves said the current task force brought forth three possible options. He explained each option. The third option of an ambulance district was in existence in Western Lane. He discussed the pros and cons of each option. The Task Force also looked at going with a larger Fire District, but stayed with the focus of Ambulance Transport only. They had done about everything they could.

Councilor Moore asked who would have the deficit in 2014 – Springfield/Eugene or Springfield alone.

Chief Groves said Springfield. Eugene would have a deficit, but probably not until FY2015. The

configuration of payer mix was slightly different in Eugene. There were fewer resources on the streets per population which he wouldn't recommend going to in Springfield. They would all be in the same deficit scenario within a year of each other. Tonight he was talking specifically about Springfield. He would be talking to Eugene next week.

Councilor Pishioneri said Option #1 wasn't really an option as it would be irresponsible. Option #3 for a fire district didn't appeal to him at all, but he didn't really feel Option #2 was great either. He asked if the quality response and emergency response would be guided through the Request for Proposal (RFP) process.

Chief Groves said under State statute the responsibility for assigning service areas and setting those standards was with the County. The cities would relinquish control of that piece. The reason they had control over Rural Metro was because they operated under the auspices of our ambulance service. Rural Metro answered to the Fire Departments and met our standards set by our medical director.

Councilor Pishioneri said it was an assumption. Yes. The City had the fiduciary responsibility to look at all options and go forward with finding ways to provide service to our citizens and save money.

Councilor Wylie said Springfield had more low-income people than many cities around the State. Lane County was the highest area in the State of low-income citizens. She suggested working with our legislative body to get some increased State support for areas that had a greater number of food stamp recipients and see if we could get some kind of additional health plan money for our area. A bill would need to be drafted and supported by legislature. She was not totally opposed at looking at privatization, but regardless they would need more funds to provide the service. She asked if a Fire District was being considered.

Chief Groves said discussion had been held about a Fire District, but the Ambulance Task Force stayed away from that as their goal was the ambulance piece.

Councilor Wylie said when she was on the committee there was some interest and they did talk about a Fire District. She felt that the details of the merger needed to be accomplished first. If they looked at a Fire District, she didn't want a separate Ambulance District. A Fire District could help them identify a stream of funds that would be stable. She wasn't done looking for State and Federal funds for our need. We were getting hit harder than others in Oregon due to our low-income population.

Chief Groves said they had continued to lobby at the State and Federal level through associations, United Front and legislators. He had written numerous letters on behalf of both cities trying to address the reimbursement levels. There was a comparison done in the Register Guard that looked at the percentage of Medicare and Medicaid patients in our area compared to Corvallis and Bend and we were significantly higher. The department would serve that population regardless of funding, but it was a larger percentage of that population that used the ambulance service as a defacto medical clinic. That was also a drain on both hospitals and emergency facilities.

Councilor Woodrow said a Fire District did come up in their meeting, but the ambulance was so much more of a high priority that needed addressed immediately. She liked the idea of pursuing State and Federal funds, but she would like stability in those funds. She asked about Chief Groves' remark about versatility. She asked him how he would characterize that flexibility.

Chief Groves said both cities had evolved and developed their response systems based on the ambulance being part of the service. That was why there were firefighters/paramedics on those units. They would lose that with privatization. Both cities had done that, although Springfield was more reliant on firefighter/paramedics on the ambulance than Eugene due to the ratio of firefighter/paramedics to firefighters on the suppression equipment. They could figure out a way to pull that together, but there was not a good solution after looking at this problem. The Federal Government didn't have good answers either. One of the reasons the reimbursements from the Federal Government had been cut by so much was because the problem was overwhelming at the Federal level as well.

Councilor Pishioneri said he was frustrated with the system in place. It seemed statewide there was a patchwork about how this was done. It seemed that statewide there were combinations of systems that worked better than others, but there hadn't been any significant change in how we did business here in a number of years. The merger was significant, but we had still not changed the way we did business and the cost was the same no matter how many ambulance runs were made. He was at a loss of how to find savings other than personnel cost and cost cutting. The costs could be adjusted down through some privatization because their costs were less than the City's. He didn't want to go too far in one direction because we got what we paid for and serving the citizens was most important.

Chief Groves said they had tried some different things such as bringing in a private provider despite some pushback. Both firefighters unions would like to see the department increase how they were using Rural Metro now, but they had to be careful not to sink the system further. As call volumes increased, Rural Metro or another private provider would be needed. A tiered system that matched the resource level made sense and would mean more control for the department over the 9-1-1 call center and how calls were moved around. Former Fire Chief Dennis Murphy, working through the City of Springfield, had applied for a Bloomberg Grant for Mobile Health Care. Although the cities had no funds to provide for this initiative, he applauded his efforts as Mobile Health Care was the ultimate tiered health system and would get at some of the calls they were currently receiving from people that didn't know where else to turn and weren't seeking preventative care. One of the biggest problems faced statewide were people not seeking preventative care.

Councilor VanGordon said one of the first questions on the Ambulance Task Force was the cost per transport. It was important to recognize that would remain relatively flat. They had done a great job of controlling costs and he wanted to recognize the effort by staff. He was not sure that all the jurisdictions agreed on a Fire District and that's why it was pushed aside. There were some politically hard choices between privatization and going to an Ambulance District. From here, he felt the best strategy should be some check-in points. He would also suggest the task force meet again for an update sometime during the first quarter of next year to talk about Mobile Health Care and other new initiatives. There were many moving pieces out there and he would like to hear more about them before making a decision. Chief Murphy had a great idea and with support from the Council and community, that could have a big impact. He asked about Eugene using Rural Metro for some scene work and asked if that was happening in Springfield.

Chief Groves said Eugene just started that about 3-4 months ago, but that would be one of the future steps for Springfield. Currently, Springfield was able to handle the call load. The most recent change on the Springfield side was to ask Metro Rural to take some return transports from a hospital back to a care facility. They were able to modify the Memorandum of Understanding (MOU) with Rural Metro to increase those return calls. On the Eugene side it was making a difference.

Councilor VanGordon said there was an opportunity to determine how we serviced the lower priority calls through Rural Metro.

Chief Groves said that was correct. One of the pieces in Chief Murphy's proposal was for reimbursement rates from Medicare to increase in the test area because of funds saved on the other end. Right now, some people were being transported because there was nothing else that could be done with them. This program got at that issue. Chief Murphy had been looking for funding for that project, but it had been difficult in these economic times.

Councilor VanGordon said waiting was the best idea. There were other ideas from the fire merger that would also provide savings. There were so many things out there he felt they needed to wait to see what potential other ideas were out there to try. It was important to do something, but he felt their effort would be better served a little later. He would like to watch the grant funding to see the actual size of the funding gap.

Councilor Wylie asked if they had statistics regarding Medicare and Medicaid patients, insured people with FireMed, insured people without FireMed and the uninsured. She asked if they had a larger number of all-insured.

Chief Groves said about 17-19% of the patients were fully paying for the service. To fully fund the service it would cost about \$600 to transport if everyone could pay. They now charged \$1600 because the majority were not able to pay the full amount.

Councilor Wylie asked about the National Health Plan and if it would help.

Chief Groves said little attention had been given to the ambulance industry. A lot of attention had been with primary care physicians and some with hospitals. Emergency Rooms and Ambulance were not seeing any results.

Councilor Wylie said there was a broad population that didn't have insurance, which caused lot of misuse of the Emergency Room and Ambulance. If they could solve those problems, it could help the situation.

Chief Groves said it was the inappropriate use along with the fear of litigation.

Councilor Moore said she spoke with the Senior Forum and was told that Springfield did have a private ambulance system at one time that went bankrupt. They asked her what private company would take up ambulance service when it was so expensive to provide. She also called and talked with Western Lane County Florence Fire District and Ambulance District. If we were to spread a taxing district over a broader base it could take in all of Lane County. During the League of Oregon Cities (LOC) conference, it was mentioned that agencies would need to look at mergers and consolidations as a means of saving money. She was not comfortable looking at which direction to move at this time, but was interested to hear what was happening in other cities. She wasn't sure how much research was done on the Task Force, but she would like to get as much information as possible.

Chief Groves said they had looked into it extensively locally and through national organizations. Generally, those that were doing the best were those with the most support. He referred to the ambulance service that had gone out of business in the past. The City department had about 8-10 hours notice when they closed. The department had to borrow ambulances on loan and took over the service

on the fly. That was in 1981. As that private company had started to run into more financial challenges, their service degraded. When the departments took it over they sought to make it the best service possible. In 1985, the department was recognized nationally for service and they had worked hard to continue that high level of service. That success may have hurt them financially because they had always put the welfare of the patient as the highest priority, which did have a cost associated. They could afford to do that in the early days because of the Medicare and Medicaid reimbursements that covered the cost.

Councilor VanGordon asked about the amount of the grant applied for by Chief Murphy. He would like to see the bullet points on his proposal.

Mr. Towery said the grand prize was \$5M and there were four \$1M prizes as well. Three hundred and five cities had submitted applications. The grantor was New York Mayor Bloomberg from his private funds. The Chief was asking for the grand prize of \$5M.

Mayor Lundberg said there was so much that the Council was not clear about so no specific direction would be provided tonight. There was some interest in privatization and interest in looking at smaller districts and there was the grant opportunity. The answer was more complex than the three options.

Chief Groves said he was hoping for clear direction, but understood where they were and would continue to look for more options and continue on the course. More would be presented during the mid-year budget presentation and during the FY2014 budget process. He would be meeting with the City's budget team to sort out some things and would see what direction he received from the Eugene City Council and would report back on that. He felt it was important to keep that level of connectivity between the two cities and he hoped they could find a common solution. There may be more solutions regarding deployment, but they still had a big problem.

Mayor Lundberg said we were looking at the merger and other pieces that seemed to be on a dual course. Putting the fire merger priority out there first was important so they could see where that would lead them. Council needed more information about privatization, ambulance special districts and compression.

Chief Groves said the Ambulance Task Force (ATF) had received all of that information. He said all ambulance services were interested in looking for a county-wide solution. Western Lane had a taxing district they would like to roll into a larger system for more standardized local service.

Mayor Lundberg said they could keep the options presented, but with more information to base their decisions.

Chief Groves said ATF as a group, even with all of the information, still struggled with a decision. That was why they chose to present options rather than a recommendation.

Councilor Pishioneri asked if there was a solution of going through the LOC or other statewide organizations to look at a consortium for a bigger scale response.

Chief Groves said the Oregon Ambulance Association was very active, but he had not pursued LOC. The Oregon Ambulance Association and American Ambulance Association were consortiums of private and public working together to try to come up with solutions with some small effect. He would

continue to look at those organizations. The problem was that this was one of many problems throughout the state and country and was often overlooked.

Mayor Lundberg said they appreciated all of the hard work by staff and the ATF. They wanted to find the best solution as soon as possible.

ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

Minutes Recorder – Amy Sowa

Christine L. Lundberg
Mayor

Attest:

Amy Sowa
City Recorder

City of Springfield
Regular Meeting

MINUTES OF THE REGULAR MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
MONDAY, OCTOBER 1, 2012

The City of Springfield Council met in regular session in the Council Chambers, 225 Fifth Street, Springfield, Oregon, on Monday, October 1, 2012 at 7:00 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

Councilor Ralston was absent (excused).

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Lundberg.

SPRINGFIELD UPBEAT

1. Employee Recognition: Ken Vogeney, 15 Years of Service.

Assistant City Manager Jeff Towery introduced City Engineer Ken Vogeney. Mr. Towery noted the different positions Mr. Vogeney had held over the last 15 years, becoming City Engineer in 2005. Mr. Vogeney had been involved in a number of projects over the past 15 years, such as the PeaceHealth Master Plan, the MountainGate Master Plan, the Cherokee Drive LID and the Jasper Trunk Sewer. Mr. Vogeney had also served as the coordinator of the City's United Way campaign. Mr. Vogeney's co-workers commented that he was a hard-working, dedicated professional, was thoughtful, and cared about people in the organization and the community.

Mr. Vogeney said it had been an honor and a pleasure working for the City. He acknowledged the support of his family.

2. Employee Recognition: Dick Jones, 25 Years of Service.

Mr. Towery introduced Sergeant Dick Jones from the Springfield Police Department. Mr. Towery noted the many different positions Sgt. Jones had held over the years. Sgt. Jones had been well recognized and received five Chief awards and 54 commendations. The commendations had been from citizens, interdepartmental staff and others ranging for services from training to investigations.

Mr. Jones thanked the Mayor and Council and said it seemed like he just started yesterday. He introduced his family who were in the audience.

3. Police Recognition of Community Members.

Police Chief Jerry Smith presented this item.

Michael Stutesman-

- Michael assisted in the apprehension of a wanted individual who had escaped from the Douglas County Jail and was engaged in a crime spree that endangered citizens in our community. Chief Smith explained the situation and how Mr. Stutesman assisted Police.

Dean and Rita Maxwell –

- Dean and Rita donated \$10,000 last year towards the K-9 fund. Their money will be used to replace Bronko.

Rose & Bob Zehner –

- Bob and Rose had provided a financial donation to the Springfield K-9 program.

He noted that K-9s over the years had been paid for thanks to the donations of citizens like the Maxwells and Zehners.

4. Nickelodeon Worldwide Day of Play Proclamation.

Mayor Lundberg proclaimed October 1, 2012 Worldwide Day of Play Day. Mayor Lundberg read from the proclamation. She noted that play and playgrounds were very important to her.

CONSENT CALENDAR

1. Claims

2. Minutes

- a. September 10, 2012 – Work Session

3. Resolutions

4. Ordinances

5. Other Routine Matters

- Authorize the City Manager to Sign an Intergovernmental Agreement with City of Eugene for Sharing of Fire and Emergency Medical Response Capital Resources.
- Authorize City Manager to Sign a Contract with Riddle Marine, Inc., Inc. for Procurement of Fire/Rescue Boat.
- Authorize City Manager to Sign Contracts with Both Baker & Taylor and Ingram for Library Materials Vendor Services.
- Authorize City Manager to Sign a Contract with Lane County for Data Center, E-Mail, Network, and AIRS Public Safety System Operations and Support.

IT WAS MOVED BY COUNCILOR PISHONERI WITH A SECOND BY COUNCILOR WOODROW TO APPROVE THE CONSENT CALENDAR. THE MOTION PASSED WITH A VOTE OF 5 FOR AND 0 AGAINST (1 ABSENT – RALSTON).

ITEMS REMOVED

BUSINESS FROM THE AUDIENCE

1. Steve Moe, P.O. Box 847, Springfield, OR. Mr. Moe said he had several things to address.

He didn't like the merger of the Fire Departments. It didn't seem right that we were separating our urban growth boundary (UGB), yet combining our fire departments.

He spoke regarding the asphalt sidewalk in Glenwood which was mentioned in the paper. There was an asphalt sidewalk in Glenwood that had been put in 65 years ago. That sidewalk was in perfect shape other than the areas that had been damaged by construction. When they were reconstructing Franklin Boulevard, he asked the State to put in a one-inch lip on the entire sidewalk. It appeared the City was looking at that and he thought it was a great idea.

He spoke regarding the naming of the portion of the Willamette River Bridge to the Whilamut. He didn't like it and thought it looked like we didn't know how to spell Willamette.

He spoke regarding the plastic bag ban and noted that it would be coming to Springfield at some point. He was not seeing plastic bags blowing around town and didn't understand the reason for the ban. Maybe if we had a plastic bag ban stores would hire box boys as they had in the past.

He spoke regarding the letters to the editor about the coal train. One letter was from a woman in Veneta who said she had to wait 30 minutes for a train that was 1 ½ miles long. He noted that a train travelling 30 miles per hour would take 3 minutes to pass. He questioned other information that had been written on this subject.

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.

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

1. Correspondence from Mary Salinas, Springfield, Oregon Regarding Living Conditions.

IT WAS MOVED BY COUNCILOR PISHIONERI WITH A SECOND BY COUNCILOR MOORE TO ACCEPT THE CORRESPONDENCE FOR FILING. THE MOTION PASSED WITH A VOTE OF 5 FOR AND 0 AGAINST (1 ABSENT – RALSTON).

BIDS

ORDINANCES

BUSINESS FROM THE CITY COUNCIL

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

1. Councilor Moore said she and Councilor VanGordon attended the dedication of the naming of the new bridge and natural area. It was a very nice ceremony and the City was presented with a proclamation from the Oregon Department of Transportation (ODOT). She said she was also apprehensive about the spelling of Whilamut, but it was explained by the Confederated Tribes why it was spelled and pronounced that way. She was very impressed with the talking stones that were at the park and the history that went with them.
2. Councilor Woodrow said she volunteered at the Justice Center Open House and it was a lot of fun. She was happy to see that they had almost doubled the number of people that attended last year. It was excited to see the event put on by our public safety, but also to see how the community appreciated our public safety.

She said several weeks ago she toured the Sponsors Incorporated non-profit group in Eugene that concentrated on the re-entry of incarcerated individuals that wanted to move in a positive direction for a new lifestyle. They had a mentorship program with a one year commitment from both the mentor and the person coming out of incarceration. It was totally voluntary for those that had been incarcerated. She submitted an application, which was approved, to be a mentor. She felt it was a great way to give people a second chance in a positive way. Everyone went through a period of time when they had a lot of negative things going on, but focusing on the positive could help balance those feelings. Anyone who wanted to take a tour was welcome.

3. Councilor VanGordon said he and Councilor Moore joined the Oregon Extension Service for their Fall Festival as vegetable judges. Councilor Moore was a master gardener and very qualified to judge vegetables, where he was not. The event showed the move in our community to provide quality food such as through the Extension Service and SPROUT opening up downtown. There were more opportunities to find good quality food and good places to eat.
4. Councilor Moore said she ladled soup at the SAFER Fall Festival on G Street between the Catholic and Baptist churches. They provided lots of free clothing, fruits, vegetables, and soup. There was wonderful music and information provided.
5. Councilor Wylie spoke regarding plastic bags. She saw in an environmental paper that plastic bags were less harmful to the environment than paper and cotton due to the energy needed to produce each. Plastic bags actually made a smaller carbon footprint.
6. Councilor Pishioneri said he and several other councilors attend the United Way Day of Caring. This year they were at Food for Lane County and filled many bags with chili fixings.

He noted that he also attended the Public Safety Coordinating Council (PSCC) meeting and listened to issues regarding the Sobering Station and plans to keep it open.

He attended the Justice Center Open House which was a lot of fun.

On Sunday evening he attended the Oregon Restaurant and Lodging Association (ORLA) Awards dinner. One of our local hoteliers, Richard Boyle, earned the hotelier of the year award.

He also attended the Travel Lane County Board meeting.

7. Mayor Lundberg said she attended the Liga Unida Championship event on Sunday at Willamalane Sports Center. Liga Unida was Springfield's up and coming soccer league. Some of the players were Latino, but there were players from everywhere. Some of the players had played semi-pro so we had the opportunity to have the home town advantage for this league as it continued to grow. The players felt very welcome here and wanted to continue. It was a great time and she was looking forward to next year.

b. Other Business.

BUSINESS FROM THE CITY MANAGER

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

The meeting was adjourned 7:31 p.m.

Minutes Recorder Amy Sowa

Christine L. Lundberg
Mayor

Attest:

City Recorder

AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Len Goodwin/
Development and
Public Works
Staff Phone No: 726-3685
Estimated Time: Consent Calendar
Council Goals: Financially
Responsible and Stable
Government Services

**SPRINGFIELD
CITY COUNCIL**

**ITEM TITLE: LANE COUNCIL OF GOVERNMENTS PUBLIC ACCESS, EDUCATION, OR
GOVERNMENT (PEG) GRANT AWARD AND INTERGOVERNMENTAL
AGREEMENT**

ACTION REQUESTED: Authorize/not authorize the City Manager to accept the Access, Education, or Government Grant award in the amount of \$62,900 and execute an Intergovernmental Agreement with Lane Council of Governments (LCOG) to fund and facilitate cablecast installations in the Library Meeting Room and the Emergency Operations Room.

ISSUE STATEMENT: Should the Council agree to be awarded the PEG grant and be in partnership with LCOG to allow them to install cablecast equipment in City facilities?

ATTACHMENTS: 1. LCOG PEG Grant Intergovernmental Agreement
2. Public Access, Education, or Government grant Cover Letter

DISCUSSION/ FINANCIAL IMPACT: The Metropolitan Policy Committee (MPC) has awarded the City of Springfield a Public Access, Education, or Government (PEG) Grant in the amount \$62,900. The grant, in conjunction with a \$75,000 grant from Comcast, will allow the City to install equipment enabling broadcast of public meetings on the Public Channel operated by MetroTV and provided by Comcast to all Springfield cable subscribers.

City and MetroTV staff reviewed potential facilities at three sites and ultimately decided to apply for funding for just two, the Springfield City Hall Library Meeting Room, and the Springfield Justice Center Emergency Operations Center (EOC). The third site, the Wildish Theatre, would not have been eligible for the PEG funding. Installation of the equipment reduce City costs for broadcasting meetings from Springfield and will permit live broadcasting of the MPC (and other) meetings.

The Intergovernmental Agreement with LCOG will allow the MetroTV staff to supervise the installation of the cablecasting equipment on the MetroTV site and work with City staff on the installation of the cablecasting equipment and fiber link required at the City to make the system ready for MetroTV cablecasting.

This Intergovernmental Agreement also authorizes the use of the Public Access, Education, or Government Grant funds on this project. Staff recommends that the Council approve the award and Intergovernmental Agreement for this grant funding.

Staff will continue to pursue the installation of similar equipment at the Wildish Theatre, using money from the Comcast grant and other sources, which remain to be identified.

INTERGOVERNMENTAL AGREEMENT
Contract #762

THIS AGREEMENT entered into by and between Lane Council of Governments, an organization of governments within Lane County, Oregon, hereinafter referred to as AGENCY, and City of Springfield, a municipality of the State of Oregon, hereinafter referred to as CITY.

EFFECTIVE DATE: July 1, 2012

WHEREAS, ORS 190.010 provides that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have the authority to perform; and

WHEREAS, CITY desires to engage AGENCY to provide the Scope of Services described in Exhibit A, attached hereto and incorporated herein by reference and this contract on the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed that:

1. **Funding Source.** The CITY was awarded a \$62,900 Public Access, Education, or Government (PEG) Grant that AGENCY is facilitating for the Metro Planning Commission (MPC). It is agreed that this grant will be used to fund activities in this IGA approximately divided between \$57,900 in equipment purchases and \$5,000 establishing a communication link between the City and RIS. The PEG grant is lump sum not-to-exceed grant in the amount of \$62,900. If activities and expenses exceed \$62,900 then the City of Springfield shall reimburse AGENCY for the difference up to but not-to-exceed \$25,039.
2. **Termination.** This agreement shall be in effect from effective date shown above to December 31, 2012 or until project completion, whichever comes first.
3. **Contract Administration.** Each party designates the following as its representative for purposes of administering this contract. Either party may change its designated representative by giving written notice to the other as provided in paragraph 13.

AGENCY: Robert Lewis
RLEWIS@lcog.org
Phone: 541.682.3799

City: Rhonda Rice
rrice@springfield-or.gov
Phone: 541.726.3655

4. **Services to be Provided.** AGENCY shall be paid on a quarterly basis for the services described in Attachment A within 21 business days of receipt of invoice. Invoices are to be sent to Rhonda Rice, City of Springfield, 225 5th Street Springfield, OR 97477. The total agreement amount shall not exceed \$87,939.00.
5. **Workers Compensation.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
6. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
7. **Termination.** Upon thirty days' prior written notice delivered to the other party by certified mail or in person, either party, without cause, may terminate its participation in this agreement.

8. **Records/Inspection.** CITY and AGENCY shall each maintain records of its costs and expenses under this contract for a period of not less than three full fiscal years following AGENCY's completion of this contract. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.
9. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
10. **Status.** In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
11. **Workers Compensation Insurance.** AGENCY is a subject employer that will comply with ORS 656.017.
12. **Subcontracting.** AGENCY shall not subcontract its work under this contract, in whole or in part, without the CITY'S prior written approval. AGENCY shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of AGENCY specified in this contract. Notwithstanding the CITY'S approval of a subcontractor, AGENCY shall remain obligated for full performance of this contract and CITY shall incur no obligation to any sub-contractor.
13. **Assignment.** Neither party shall assign this contract in whole or in part, or any right or obligation hereunder, without the other party's written approval.
14. **Compliance with Laws.** AGENCY shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.
15. **Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and return receipt requested, addressed to the representative designated in paragraph 4. Either party may change its address by notice given to the other in accordance with this paragraph.
16. **Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.
17. **Interpretation.** This contract shall be governed by and interpreted in accordance with the laws of the state of Oregon.

LANE COUNCIL OF GOVERNMENTS

CITY OF SPRINGFIELD

 Brendalee S. Wilson
 Executive Director

 NAME:
 TITLE:

 Date

 Date

ATTACHMENT A
Scope of Services

AGENCY Responsibilities:

AGENCY to provide services related to telecommunication installation at:

Springfield City Hall – Library Meeting Room
225 5th Street
Springfield, OR 97477

Springfield Justice Center- Emergency Operations Center
230 4th Street
Springfield, OR 97477

Metro TV
125 East 8th Avenue
Eugene, OR 97401

1. Purchase of Equipment as outlined in ATTACHMENT B- Professional Video and Tape quote attached hereto and incorporated herein by reference.
Funding split as follows:
 - a. \$57,900 from the AGENCY PEG Grant (total grant amount \$62,900).
 - b. \$18,161.00 from the City of Springfield.
2. Purchase of materials and labor necessary to install all of the equipment in #1 above and successfully integrating it into the existing Metro TV system, with funding split as follows:
 - a. \$5,000.00 from the AGENCY PEG Grant (total grant amount \$62,900).
 - b. \$6,878.00 from the City of Springfield.
3. Coordination of following elements for the City of Springfield PEG grant project provided by Robert Lewis of AGENCY. Coordination services shall be on a not-to-exceed basis of \$2,500 billed at \$100.00/hour. Services to be paid for out of the PEG grant will include:
 - a. Six, two (2) hour planning meetings. Including three retroactive meetings in December 2011, February 2012, and May 2012.
 - b. Oversight of equipment and installations done for this project at Metro TV offices.
 - i. Oversight shall included visiting the work at intervals to become generally familiar with the work progress in order to check quality and endeavor to guard against defects and deficiencies; and to make sure the work is being performed in a manner that when complete it will be in accordance with plans and specs. However, this does not include exhaustive or continuous on site inspections, or to control contractor means, methods, techniques, sequences or procedures.
 - ii. Authorization and tracking of contracted hours will be accomplished by e-mail communication between Jim Polston (CITY) and Robert Lewis (AGENCY). No work shall be done by AGENCY without prior authorization by Jim Polston.
 - c. Final inspection of Audio/Video broadcasting installations at the Springfield Library meeting room, the Springfield Justice Center Emergency Operations Center (EOC) and Metro TV offices. Such inspection are to:
 - i. Determine compatibility of the installed system with the Metro TV system.
 - ii. Verify the proper operational layout and configuration of the installed equipment.
 - iii. Determine complete and proper operation of the system as a whole.
 - d. Invoicing CITY for applicable project costs above the PEG grant amount of \$62,900.00. Total billings invoiced to the CITY shall not exceed \$25,039.00.

ATTACHMENT A

CITY Responsibilities:

CITY responsibilities in this agreement are as follows:

1. Oversight of the installation of materials and equipment for Audio/Video recording of meetings in the Springfield Library meeting room and the Springfield Justice Center Emergency Operations Center (EOC), shall be accomplished by Jim Polston, Springfield's Facility Manager. Oversight shall include visiting the work at intervals to become generally familiar with the work progress in order to check quality and endeavor to guard against defects and deficiencies; and to make sure the work is being performed in a manner that when complete it will be in accordance with plans and specs. However, this does not include exhaustive or continuous on site inspections, or to control contractor means, methods, techniques, sequences or procedures
2. Report project status to AGENCY on a monthly basis and submitted via email. Report shall include status of installation, listing of materials and equipment installed.
3. CITY shall pay for applicable project costs above the PEG grant amount of \$62,900.00. Total billings payable by the CITY shall not exceed \$25,039.00. CITY shall make payments within 21 days from receipt of invoice.

Visit the HD Experts now at www.provideoandtape.com

PROFESSIONAL VIDEO & TAPE

10260 SW Nimbus Ave., Suite M-4
 Tigard, Oregon 97223
 (503) 598-9142
 (503) 598-9172 (fax)

Sales Quote



Bill To:

Lane Council of Government
859 Willamette Suite 500
Eugene, OR 97401
Attn Robert Lewis

Ship To:

City of Springfield Library
Attn Jim Polston

Salesperson:	Doug McAndrews	Date:	6/29/2012
Ship to PVT:	UPS Ground	Phone:	
Payment Terms:	Net 30	PO #:	
Ship to Customer:	Company Truck	Notes:	3% Lost of Cash Discount for Credit/Debit Cards
FOB:	Tigard	Prices subject to change at any time	

Qty	Manufacturer	Model Number	Description	Price Ea.	Extend
2	PANASONIC	AW-HE50S	ROBOTICS CAMERAS W/HD-SDI	\$ 5,195.00	\$ 10,390.00
1	PANASONIC	AW-RP50	5 CAMERA REMOTE CONTROL	\$ 2,099.00	\$ 2,099.00
2			WALL MOUNTS	\$ 150.00	\$ 300.00
1	BLACK MAGIC	ATEM TV STUDIO	6 INPUT HD VIDEO SWITCHER	\$ 995.00	\$ 995.00
1	BLACK MAGIC		SWITCHER CONTROL PANEL	\$ 4,995.00	\$ 4,995.00
1	BLACK MAGIC		HYPERDECK SHUTTLE	\$ 345.00	\$ 345.00
1	BLACK MAGIC		HD-SDI TO ANALOG VIDEO CONVERTERS	\$ 295.00	\$ 295.00
1	BRIGHT EYES	BEM-3	VGA/DVI TO HD-SDI CONVERTER	\$ 2,500.00	\$ 2,500.00
1	SAMSUNG	UN32D4000N	32" MULTIVIEW MONITOR	\$ 529.00	\$ 529.00
1	SENNHEISER	ADN-CU1	CENTRAL AUDIO CONFERENCE UNIT	\$ 3,998.00	\$ 3,998.00
1	SENNHEISER	ADN-C1	15" GOOSENECK MIC - CHAIR UNIT	\$ 635.00	\$ 635.00
12	SENNHEISER	ADN-D1	15" GOOSENECK MIC - DELEGATE UNIT	\$ 585.00	\$ 7,020.00
1			CUSTOM CASE FOR CONFERENCE SYSTEM	\$ 700.00	\$ 700.00
1	MACKIE	1202VLZ3	AUDIO MIXER	\$ 349.00	\$ 349.00
1	BROAD TOOLS	ADC-1	ANALOG TO DIGITAL CONVERTER	\$ 279.00	\$ 279.00
2	KRK	RP5G2	TWO WAY ACTIVE POWERED SPEAKERS	\$ 149.00	\$ 298.00
1	PVT		SINGLE MODE FIBER CONVERSION SYSTEM	\$ 16,960.00	\$ 16,960.00
1	PVT	INSTALL MATERIALS	ALL MATERIALS NEEDED FOR INSTALLATION	\$ 4,928.00	\$ 4,928.00
1	PVT	INSTALL LABOR	LABOR FOR LIBRARY, EOC AND LCOG INSTALL, (INCLUDES SYSTEM RESEARCH/DESIGN LABOR)	\$ 6,950.00	\$ 6,950.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
			Credit / Debit Price	\$ -	\$ -
			\$ 66,501.95	\$ -	\$ -
			All prices based on cash / check discount	\$ -	\$ -

Purchaser Print

Signature

Used equipment is sold "as is" unless otherwise noted. Warranty on all new equipment is limited to the established manufacturer's warranty at the time of sale.
 A 20% restocking charge will apply on all returned equipment after management approval.

Cash Sub-total:	\$ 64,565.00
Ship & Insure:	\$ -
Handling:	\$ -
Sales Tax:	\$ -
Grand Total:	\$ 64,565.00

PROFESSIONAL VIDEO & TAPE

10260 SW Nimbus Ave., Suite M-4
 Tigard, Oregon 97223
 (503) 598-9142
 (503) 598-9172 (fax)

Sales Quote



Bill To:

Lane Council of Government
859 Willamette Suite 500
Eugene, OR 97401
Attn Robert Lewis

Ship To:

City of Springfield EOC
Attn Jim Polston

Salesperson:	Doug McAndrews	Date:	6/29/2012
Ship to PVT:	UPS Ground	Phone:	
Payment Terms:	Net 30	PO #:	
Ship to Customer:	Company Truck	Notes:	3% Lost of Cash Discount for Credit/Debit Cards
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				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
			Credit / Debit Price	\$ -	\$ -
			\$ 24,075.22	\$ -	\$ -
			All prices based on cash / check discount	\$ -	\$ -

Purchaser Print

Signature

Used equipment is sold "as is" unless otherwise noted. Warranty on all new equipment is limited to the established manufacturer's warranty at the time of sale.
 A 20% restocking charge will apply on all returned equipment after management approval.

Cash Sub-total:	\$ 23,374.00
Ship & Insure:	\$ -
Handling:	\$ -
Sales Tax:	\$ -
Grand Total:	\$ 23,374.00

CITY OF SPRINGFIELD, OREGON

PUBLIC WORKS DEPARTMENT
ADMINISTRATION
ENGINEERING DIVISION
ENVIRONMENTAL SERVICES DIVISION

MAINTENANCE DIVISION
TRANSPORTATION DIVISION



225 FIFTH STREET
SPRINGFIELD, OR 97477
www.ci.springfield.or.us/dept_pw.htm

February 23, 2012

Mr. Milo Mecham, Program Manager
Lane Council of Governments
859 Willamette Street
Suite 500
Eugene, OR 97401

Dear Mr. Mecham,

The City of Springfield is aware of the Public Access, Education, or Government (PEG) Grant that LCOG is facilitating for the Metro Planning Commission (MPC). We wish to apply for a portion of the Fiscal Year 2012 PEG funding for our capital broadcasting needs.

The City of Springfield and MetroTV staff visited and review potential facilities at the City of Springfield, to assess priorities for the purchase and installation of recording and broadcasting equipment. We assessed three sites and ultimately decided to apply for funding for just two, the Springfield City Hall Library Meeting Room, and the Springfield Justice Center Emergency Operations Center (EOC). I am attaching pricing estimates for those two facilities provided to us by MetroTV staff.

Currently the MPC meets six times per year in the Library Conference room in Springfield City Hall. In addition, several meetings of the Joint Elected Officials are held each year in Springfield. At each meeting Metro TV is required to allocate at least two staff members to remotely record the proceedings for delayed broadcast. Installation of the equipment outlined in the attached grant application, would help reduce those broadcasting costs and accomplish at least four specific goals.

1. It would be to eliminate the need for two Metro TV personnel to broadcast from Springfield. A single person would be able to operate the equipment.
2. It will provide equipment that could easily be used to record and/or broadcast a wider variety of meetings of interest to PEG viewers.
3. The installation would allow for live cable casting of the MPC (and other) meetings.
4. The Justice Center EOC included in the application is an excellent room that would provide a space large enough for JEO/MPC meetings to be cablecast and the equipment could also be utilized for internal and regional training purposes by Springfield staff.

The City of Springfield sees these goals as great benefits to our citizens and PEG viewers alike; therefore we are submitting the attached "Application Request for PEG Equipment Funds". We plan to have staff attend the March 8th MPC meeting in order to answer any questions that may arise. In the meantime, should you have any questions please let me know.

Sincerely,

Len Goodwin
Assistant Public Works Director

AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Brenda Jones DPW
Staff Phone No: 726-3610
Estimated Time: Consent Calendar
Council Goals: Preserve Hometown
Feel, Livability, and
Environmental Quality

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: MANAGING AGREEMENT FOR SPRINGFIELD MUSEUM

**ACTION
REQUESTED:** Adopt or reject a motion approving the 2012-2013 Management Agreement for the Springfield Museum and authorizing and directing the City Manager to execute the Agreement on behalf of the City.

**ISSUE
STATEMENT:** City staff have updated the current management agreement for the Springfield Museum. The Chair of the Museum Board has executed the Agreement on behalf of the Board and the Agreement is now ready for approval and execution by the City.

ATTACHMENTS: Attachment 1. Proposed Management Agreement

**DISCUSSION/
FINANCIAL
IMPACT:** The Management Agreement at Section 7 (Attachment 1, page 5) addresses compensation for Museum Board services. The base fee for 2012/2013 remains at \$45,000. Although several housekeeping changes have been made to the Agreement to conform to City procurement practices, there are no significant substantive changes from the prior year agreement. The Agreement has been reviewed by the City's Procurement Officer and reviewed and approved as to form by the City Attorney. Staff recommends that the Agreement be approved and that the City Manager be authorized and directed to execute the Agreement on behalf of the City.

CITY OF SPRINGFIELD/SPRINGFIELD MUSEUM

Contract #786

MANAGEMENT AGREEMENT

July 1, 2012

PARTIES:

Springfield Museum,
hereinafter "Manager"

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

City of Springfield,
hereinafter "City"

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

RECITALS:

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

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

Section 1. Term.

- A. This Agreement shall take effect on July 1, 2012. The Agreement may be amended annually, to extend the term stated herein, upon mutual agreement of the parties unless either party provides the other party with notice of intent to terminate this Agreement not less than sixty days prior to July 1 of each year. In negotiating any extension CITY shall consider the requirements or SMC Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Council.

Section 2. Ownership of Collection, Facility and Improvements.

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

Section 3. City Responsibilities.

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

Section 4. The Manager.

- A. Manager shall operate the Museum for the purposes described in the Recitals. Except as specified in subsections 4B and 4C below Manager shall have the discretion to determine the nature and type of exhibitions and the exhibition schedule. Manager shall use its best efforts to keep the Facility open to the public not less than two hundred forty days per year.
- B. Manager shall sponsor no less than eight exhibits per year in "The Kathleen Jensen Gallery."
- C. Manager shall protect the community's investment in the Permanent Exhibit, Historic Springfield Interpretive Center, by reserving the space solely for this purpose and for no other use.
- D. Manager shall provide for the care of the Permanent Collection. Manager may engage in conservation and restoration of items in the Permanent Collection.
- E. Manager will protect the Permanent Collection and provide for its accessibility to the citizens of Springfield.
- F. Manager shall, by June 30, 2014, catalog and maintain a complete inventory of the City's Permanent Collection.
- G. Manager shall provide an education program for Springfield youth.
- H. Manager shall continue to make the Permanent Collection resources available to the community.
- I. Manager shall be actively involved in the community.
- J. Manager shall furnish necessary personnel to provide the services set forth in this Agreement and shall be solely responsible for wages, benefits, worker's compensation insurance, unemployment insurance, and all other Costs associated with Manager's employees or volunteers.

Section 5. Required Reports.

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

- E. City and the Manager shall jointly prepare a prioritize list not later than June 30 of each year of major projects for maintenance, repair and restoration of the Museum.

Section 6. Fund Raising Activities.

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

Section 7. Compensation.

In consideration for providing the services as set forth in the Agreement, the City agrees to pay the Manager a management fee of \$45,000.00. Payment of these funds will be in two payments and disbursed on July 15 and January 15 of each year. This will also be the disbursement schedule for any future funds which may be agreed upon by both parties. On or before March 1 of each year, the parties shall meet and review the management fee and set an amount for the next fiscal year. The amount shall be submitted to the Development and Public Works Director for consideration by the City Manager as part of the City Manager's proposed annual budget. Manager's request shall be subject to the City's budgeting process, as provided by Oregon budget law. The total amount of compensation for Fiscal Year 2012-2013 is \$45,000.

Section 8. Insurance.

- A. **Liability Insurance.** Manager shall provide commercial general liability insurance with limits of not less than \$2,000,000.00 per occurrence and \$3,000,000 in aggregate. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Manger's or the fault of the Managers agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Commercial general liability will include a non-owned auto component.
- B. **Physical Damage.** Manager shall provide an all risk of loss contents or inland marine policy covering damage or loss to Non-Permanent exhibit items owned or loaned to City or Manager, contents of the Gift Shop and also specifically the Kathleen Jensen Gallery. Coverage would also extend to ANY exhibit item stored offsite or on temporary exhibit.
- C. **Workers' Compensation.** Manager shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the City.

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

Section 9. Waiver of Subrogation.

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

Section 10. Utilities.

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

Section 11. Maintenance, Repairs and Alterations.

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

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

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

Section 12. Tax Liability.

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

Section 13. Assignment.

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

Section 14. Independent Contractor Status.

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

Section 15. Compliance with Applicable Law.

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

Section 16. Indemnity.

Manager shall defend, save, hold harmless and indemnify the City, its officers, employees, and agents from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Manager, its officers, employees, subcontractors, or agents under this

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

Section 17. Severability.

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

Section 18. Termination; Default.

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

Section 19. Merger.

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

Section 20. Liaison.

The City's Liaison is:

The Manager's Representative is:

Assistant City Manager
Name

TBD
Name

Or his/her designee
Title

541-726-3700
Telephone No.

Director
Title

541-726-3677
Telephone No.

Section 21. "Springfield Museum" Name.

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

Section 22. Manager's Acknowledgement.

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

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



Springfield Museum

9/13/12
Date



City of Springfield

Date

REVIEWED & APPROVED
AS TO FORM
Joseph J. L...
DATE: 8/9/12
OFFICE OF CITY ATTORNEY

Reviewed by City Contract Officer
Shirley McMahar 8.10.12

SPRINGFIELD MUSEUM COLLECTION POLICY

1. The Springfield Museum is an institution authorized by the City of Springfield to acquire, preserve, and interpret materials that illustrate the history and development of the City of Springfield and surrounding rural areas of east Lane County.
2. All gifts accepted by the Springfield Museum become the permanent property of the Springfield Museum.
3. **MUSEUM LIBRARY COLLECTIONS** are comprised of materials whose primary purpose is for research and are available for examination by adult members of the public. Materials are available by appointment. Acceptable material relates to documentation of the history of Springfield and east Lane County. It includes manuscripts and printed documents, photographs and photographic negatives, prints, maps, the records of business, religious, educational or fraternal organizations, diaries, letters, and other written materials.
4. **MUSEUM COLLECTIONS** are used for exhibit, research, and educational purposes. Acceptable materials consist of artifacts of cultural, historical, or technological significance to Springfield area history. The Museum reserves the right to determine when or how such material will be used. Because the Museum has a flexible exhibit policy for educational and preservation purposes, artifacts on exhibit can be expected to rotate.
5. All gifts to the Springfield Museum, either for the Library or the Museum Collections, are considered outright and unrestricted donations to be used in the best interests of the Springfield Museum. Usually, accepted gifts are considered extremely important or the best available at the time acquired. However, no individual or institution can predict nor govern the changing attitudes of future generations, nor guarantee permanency beyond the best available preservation procedures.
6. Donations are generally tax deductible in accordance with the provisions of the Internal Revenue Code and current IRS regulations. However, the Springfield Museum cannot appraise donations for tax purposes. For the protection of the donor, it is recommended that such appraisals be done by a disinterested third party before title to the material is conveyed to the Springfield Museum.
7. It is sometimes impractical to evaluate all material at the time of acquisition. Upon evaluation some material may be declared expendable. In addition, certain material already in existing collections may become expendable by acquisition of better examples. Expendable material includes surplus, duplicate, non-relevant, or material of deteriorated condition or limited use. Such material will be used in the best interests of the Museum, including, but not limited to exchange programs to acquire other needed materials, loans to schools or other institutions, and disposal if the condition so warrants. Any material declared expendable must be approved by the Registrar and is subject to review by the Director of the Springfield Museum and the Museum Board of Directors.
8. Where applicable, and when in possession of the donor, all copyrights, literary property rights and legal titles are given to the Springfield Museum.

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

RECEIPT FOR POTENTIAL DONATION TO CITY OF SPRINGFIELD

Please fill out this form completely.

Description of Items:

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

Unwanted items are to be: (check one)

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

Left at Springfield Museum by:

Name: _____

Address: _____

Telephone No.: _____

Received by: _____
(On behalf of Springfield Museum)

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

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

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

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

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

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

Accession # _____
Category # _____

RECEIPT FOR DONATION TO THE CITY OF SPRINGFIELD

Description of Object(s):

History or Provenance of Object(s):

Condition at time of transfer:

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

(Signature of Donor) Date: _____

Address: _____
Telephone: _____ Email: _____

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

Date: _____

(Springfield Museum Representative)

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

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

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- No Springfield Museum employee or volunteer may appraise or offer value judgment, either privately or professionally on incoming donations. Appraisal of a gift to City for tax purposes is the responsibility of the donor since it is the donor who benefits from the tax deduction.
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- A complete copy of the Springfield Museum Collection Policy is available upon request.

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

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

The Springfield Museum hereby grants to:

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

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

The Museum also requires a credit line as follows,

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

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

Date

Springfield Museum Executive Director

The lender agrees to the following conditions of the loan:

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

The lender agrees to the following conditions of the loan:

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

OUTGOING LOAN AGREEMENT

Date: _____

Name: _____

Address: _____

If an organization, name and title of responsible person:

Name: _____, Title: _____

Date of Loan, from: _____ to: _____

Purpose of Loan: _____

Location during Loan: _____

Total Value of Loan: _____ How valued? _____

Who transports Loan? _____ How? _____

Is a third party involved? _____

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

Return Date: _____

Springfield Museum Representative: _____ Date: _____

Museum Director/Board President: _____ Date: _____

Recipient of Loan: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER David C Willis State Farm Insurance Agency Inc. 212 Q Street Springfield, OR 97477 	CONTACT NAME: Nichole Neilson PHONE (A/C, No., Ext): 541-747-1499 E-MAIL: nichole.neilson.gkol@statefarm.com FAX (A/C, No): 541-747-9304													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Mutual Automobile Insurance Company</td> <td>26178</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Mutual Automobile Insurance Company	26178	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED Springfield Museum Inc. C/O Judith Bushnell 590 Main Street Springfield, OR 97477														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Business Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	97-BN-A821-5 F	07/24/2012	10/20/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

Reviewed by City Contract Officer
Nichole Neilson 8.7.12
 as to insurers' rating only

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Springfield, it's officials, employees, and agents are named as additional insured.

CERTIFICATE HOLDER City of Springfield 225 5th Street Springfield, OR 97477	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Courtney Griesel/CMO
Jim Polston/DPW
Staff Phone No: 541-736-7132
541-726-3652
Estimated Time: Consent Calendar
Council Goals: Maintain and Improve
Infrastructure and
Facilities

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: REJECTION OF BIDS RELATING TO P21058 DOWNTOWN PARKING MODIFICATIONS.

ACTION REQUESTED: Approval or reject the following motion:

REJECT ANY AND ALL BIDS RECEIVED REGARDING P21058, DOWNTOWN PARKING MODIFICATIONS PROJECT.

ISSUE STATEMENT: One bid was received on this project. The budget available is not sufficient to award the contract.

ATTACHMENTS: 1. Bid Summary

**DISCUSSION/
FINANCIAL
IMPACT:**

Bids were solicited for a second time for the Downtown Parking Modification project. Staff evaluated the results of the original bid and restructured the project in an effort to achieve responsive bids that would fall within the approved budget. All restriping and reconfiguration of the off-street parking areas were removed as well as all signage, leaving only the on-street parking work. One bid was received in response to the second solicitation and was opened on September 27, 2012. The bid, from Brown Contracting, Inc. in the amount of \$159,966.00 was 49.85% above the City's estimate of \$106,750.00.

<u>Project Bid Options</u>	<u>Engineer's Estimate</u>	<u>Brown Contracting, Inc.</u>
Base Bid	\$91,000.00	\$142,466.00
Bid Option 1-Paint Yellow Curbs	\$15,750.00	\$17,500.00
Total Base Bid and Option 1	\$106,750.00	\$159,966.00

Though the bid is significantly lower than the original bid of \$311,454.45, staff feels the cost associated with the reduced project structure is still unacceptable and it is in the best interest of the City to reject all bids at this time. Operations Division staff will move forward with the installation of the signage as planned and consideration will be given to rebidding a project for reconfiguration of the on-street infrastructure in the future.

As specified in ORS 279C.395, the City may reject for good cause any and all bids upon a finding of the City that it is in the public interest to do so. Staff recommends the rejection of all bids based on the unavailability of sufficient funding.



SUMMARY OF UNIT PRICE BIDS RECEIVED: 09/27/2012

PROJECT: P21058; Downtown Parking Modifications

City's Notice of Intent to Reject All Bids as permitted by ORS 279C.395

In accordance with ORS 279C.395 the City of Springfield reserves its right to reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, waive minor irregularities not affecting substantial rights, and may reject for good cause any or all bids upon a finding of the City of Springfield that it is in the best public interest to do so, and accept such bids that in the opinion of the Springfield City Council are in the best interest of the City of Springfield. Please be informed that the City intends to reject all bids received relating to the P21058 Downtown Parking Modifications project.

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S UNIT PRICE ESTIMATE	ENGINEER'S EXTENDED UNIT PRICE ESTIMATE	Brown Contracting, Inc.	
						UNIT PRICE	EXTENDED PRICE
Base Bid:							
0060	Mobilization	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 16,000.00	\$ 16,000.00
0061	Temporary Traffic Control	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00
0224-A	Install 4-Inch Heat Fused White Pavement Marking - L	EACH	418	\$ 15.00	\$ 6,270.00	\$ 48.00	\$ 20,064.00
0225-B	Install 4-Inch Heat Fused White Pavement Marking - T	EACH	148	\$ 20.00	\$ 2,960.00	\$ 49.00	\$ 7,252.00
0238	Lead Paint Disposal Costs	L.S.	1	\$ 3,895.00	\$ 3,895.00	\$ 9,000.00	\$ 9,000.00
0239	Lab Testing for Lead Paint	EACH	1	\$ 25.00	\$ 25.00	\$ 150.00	\$ 150.00
0607	Remove Yellow Curb Paint	L.F.	10,900	\$ 6.00	\$ 65,400.00	\$ 5.50	\$ 59,950.00
0617-A	Remove 4-Inch Plastic Pavement Markings	L.F.	2,150	\$ 3.00	\$ 6,450.00	\$ 7.00	\$ 15,050.00
	Base Bid Total				\$ 91,000.00		\$ 142,466.00
Bid Option 1:							
0234-A	Paint Yellow Curbs (2 Coats)	L.F.	7,000	\$ 2.25	\$ 15,750.00		\$ 17,500.00
	PROJECT BID ITEM - TOTAL WITH OPTION 1				\$ 106,750.00		\$ 159,966.00
	Percent Over or Under Engineer's Estimate						49.85%

AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Courtney Griesel/CMO
Staff Phone No: 541-736-7132
Estimated Time: Consent Calendar
Council Goals: Encourage Economic Development and Revitalization through Community Partnerships

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: AMENDMENT TO PARTNERSHIP BETWEEN CITY OF SPRINGFIELD, SPRINGFIELD URBAN RENEWAL AGENCY AND BOARD OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF OREGON TO DEVELOP SUSTAINABLE CITY YEAR PROGRAM

ACTION REQUESTED: Authorize/Not Authorize Signature of an Amendment to the current Sustainable City Year (SCY) Agreement extending the partnership by 1 year and \$90,000.

ISSUE STATEMENT: The University of Oregon's Sustainable Cities Initiative (SCI) has selected the City of Springfield to continue its partnership into the 2012-2013 academic year. Existing faculty will teach their existing courses while directing student work toward real, city-identified projects that focus on sustainability. The projects selected will be continuations of projects from the 2011-2012 academic year.

ATTACHMENTS: Attachment 1 – Sustainable City Year Second Amendment
Attachment 2 – SCY 2012-2013 Sample Project List

**DISCUSSION/
FINANCIAL
IMPACT:** City staff are working with the University to engage students in further Sustainable City Year (SCY) projects. These projects are extensions of work completed during the 2011-2012 SCY. No new projects have been added to the draft list. For this reason, an amendment to the current intergovernmental agreement is necessary. The identified and agreed upon amendment amount is \$90,000 bringing the contract not to exceed amount to \$334,192.00. The Intergovernmental Agreement, including this amendment, would remain in full force and effect until September 30, 2012. This project would be funded with a combination of dollars including, but not limited to, Urban Renewal, Room Tax and Booth Kelly funds, and private dollars.

**SECOND AMENDMENT TO CITY OF SPRINGFIELD
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD, SPRINGFIELD ECONOMIC
DEVELOPMENT AGENCY/SPRINGFIELD URBAN RENEWAL AGENCY
AND
UNIVERSITY OF OREGON
Contract #548**

August 1, 2012

Parties:

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

“City”

**Springfield Economic Development Agency/Springfield Urban Renewal Agency
225 Fifth Street
Springfield, OR 97477**

“SEDA”

And

**University of Oregon
Office of Research and Service Administration
Eugene, OR 97403**

“UO”

The Parties hereby agree that the Intergovernmental Agreement dated July 1, 2011 between the City of Springfield (City), Springfield Economic Development Agency/Springfield Urban Renewal Agency (SEDA) and University of Oregon (UO) and the First Amendment dated January 9, 2012 included herein as Attachment 1, is hereby amended for the second time as follows:

Section 1: Term. This Agreement shall become effective upon the date of the last signature of all parties hereon, and shall continue until Springfield has made full payment of all costs incurred in completion of the Projects or until terminated as provided in Section 6 of this Agreement. Expenditures on the project may be incurred until September 30, 2013.

Section 4: Springfield’s Obligations

Springfield shall reimburse UO for actual costs incurred during the performance of its obligation for each Project as set forth in each Scope of Work. In no event shall Springfield be obligated to reimburse more for a particular Project than the maximum sum identified in the Scope of Work, nor shall the exhaustion of the maximum amount to be reimbursed under this

Agreement relieve UO for its obligations as set forth herein. Total reimbursement paid by Springfield to the UO pursuant to this Agreement shall not exceed \$334,192.00

Except as amended herein, all other terms and conditions of the Intergovernmental Agreement between Parties dated July 1, 2011 and the First Amendment dated January 9, 2012 will remain in full force and effect.

CITY OF SPRINGFIELD

Name: _____

Title: _____

Date: _____

UNIVERSITY OF OREGON

Name: Moira Kiltie

Title: Asst. Vice President for Research

Date: 9/7/12

SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY/SPRINGFIELD URBAN RENEWAL AGENCY

Name: _____

Title: _____

Date: _____

**FIRST AMENDMENT TO CITY OF SPRINGFIELD
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD, SPRINGFIELD ECONOMIC
DEVELOPMENT AGENCY/SPRINGFIELD URBAN RENEWAL AGENCY
AND
UNIVERSITY OF OREGON**

January 9, 2012

Parties:

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

“City”

**Springfield Economic Development Agency/Springfield Urban Renewal Agency
225 Fifth Street
Springfield, OR 97477**

“SEDA”

And

**University of Oregon
Office of Research and Service Administration
Eugene, OR 97403**

“UO”

The Parties hereby agree that the Intergovernmental Agreement dated July 1, 2011 between the City of Springfield (City), Springfield Economic Development Agency/Springfield Urban Renewal Agency (SEDA) and University of Oregon (UO) included herein as Attachment 1, is hereby amended for the first time as follows:

Section 4: Springfield’s Obligations

Springfield shall reimburse UO for actual costs incurred during the performance of its obligation for each Project as set forth in each Scope of Work. In no event shall Springfield be obligated to reimburse more for a particular Project than the maximum sum identified in the Scope of Work, nor shall the exhaustion of the maximum amount to be reimbursed under this Agreement relieve UO for its obligations as set forth herein. Total reimbursement paid by Springfield to the UO pursuant to this Agreement shall not exceed \$244,192.00

ATTACHMENT 1

Except as amended herein, all other terms and conditions of the Intergovernmental Agreement between Parties dated July 1, 2011 will remain in full force and effect.

CITY OF SPRINGFIELD
Name: [Signature]
Title: City Manager
Date: 1/20/12

UNIVERSITY OF OREGON
Name: [Signature]
Title: Moira Kittle
Asst. Vice President
for Research
Date: 1/12/13

SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY/SPRINGFIELD URBAN RENEWAL AGENCY

Name: Dave Ruben
Title: SEDA chair
Date: 1/23/2012

Reviewed by City Contract Officer
[Signature] 1.17.12

REVIEWED & APPROVED
AS TO FORM
[Signature]
DATE: 1/19/12
OFFICE OF CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, A MUNICIPAL CORPORATION OF THE STATE OF OREGON, SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY/SPRINGFIELD URBAN RENEWAL AGENCY (SEDA) OF THE CITY OF SPRINGFIELD, OREGON AND THE STATE OF OREGON ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF OREGON

AGREEMENT entered into between the City of Springfield, an Oregon municipal corporation (Springfield), Springfield Economic Development Agency/Springfield Urban Renewal Agency (SEDA), and the State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon (UO).

RECITALS:

- (a) Springfield provides a variety of services, programs and infrastructure to meet the needs of Springfield area residents, businesses and visitors. To better serve the community, Springfield proactively pursues partnership and grant opportunities to address known redevelopment, economic development, transportation and parks planning, and general planning needs, subject to available staff time and funding.
- (b) Team Springfield is a volunteer association composed of Springfield, Springfield Utility Board (SUB), Willamalane Park & Recreation District (District), and Springfield School District 19 (Schools). To better serve the community, Team Springfield proactively pursues partnership and grant opportunities to address redevelopment, economic development, transportation and parks planning, school and education planning, and general planning needs subject to available staff time and funding.
- (c) On annual basis, the UO selects one community in Oregon with which to develop a year-long engagement through the Sustainable City Year (SCY) program of the UO's Sustainable Cities Initiative (SCI). Through collaboration with the selected community, SCI seeks to promote research, education, service, and public outreach related to the development of livable communities and sustainable cities.
- (d) SCY is a collaboration of faculty and students from multiple academic disciplines, including architecture, landscape architecture, business, journalism, public policy and management, and law. Focused on enhanced student learning through an examination of the real-world issues facing local government, the program is funded through a variety of grant resources and a match from the selected community. Participation in SCY also includes support from the UO's School of Law, Library, and Media Relations division.
- (e) For its 2011-12 academic year, the UO has selected Springfield for the SCY program.
- (f) In addition to Springfield and SEDA funding, Springfield may in turn secure funding from its Team Springfield public partners as well as private for profit and non-profit entities, to meet the obligations set forth under Section 4.
- (g) Springfield and its Team Springfield partners, expect to dedicate staff time and resources for the projects from fund sources appropriated in the 2011-2012 budgets for

Springfield, SEDA, as well as the Team Springfield partners listed in Recital B and private for profit and non-profit entities to support each project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1: Term. This Agreement shall become effective upon the date of the last signature of all parties hereon, and shall continue until Springfield has made full payment of all costs incurred in completion of the Projects or until terminated as provided in Section 6 of this Agreement. Expenditures on the project may be incurred as of July 1, 2011.

Section 2: Project Duties.

2.1: Duties of Springfield. Springfield will develop up to 20 Projects and collaborate with the UO to specify a Scope of Work for each Project, as described in Section 2.3, to UO. Springfield will provide technical assistance and relevant information in support of the Projects, including but not limited to existing data sets and previously prepared reports, findings, architectural plans and maps, and stakeholder or public engagement activity summaries. Springfield will also host student field trips in an effort to establish context for each Project. Springfield will participate in a kick-off event, mid-course reviews of student progress, and year-end activities. Springfield will support preparation and implementation of the SCY communications plan and organize stakeholders or public engagement activities as necessary in support of each Project. Springfield may involve its Team Springfield public partners as well as private for profit and non-profit entities in the SCY Program subject to UO approval.

2.2: Duties of UO. The UO shall, consistent with the Scope of Work for each Project, as described in Section 2.3, prepare and provide final reports and student-generated materials in electronic and paper format. The final reports will present a summary of coursework, key findings, examples of student work, and recommendations for each Project. The final report for each Project shall include public policy ideas and concepts related to transportation and parks planning, civic engagement, economic development, redevelopment and urban renewal as applicable to each Scope of Work. UO will provide and supervise students familiar with the Projects to assist in the development of the final reports. The UO will coordinate at least one event to kick off and one event to conclude the 2011-12 academic year to involve UO faculty and students and Springfield officials and staff. UO will, in collaboration with Springfield, prepare a communications plan and publicity materials outlining the SCY program and the Projects.

2.3: Scope of Work. The Scope of Work, as attached and referenced herein in template form as Attachment 1, created by Springfield and the UO for each SCY project shall: include a description of the purpose of each Project; identify Project objectives and deliverables; establish a timeline and major milestones; contain a proposed Project cost; and include Springfield and UO Project-specific contact information. If acceptable to each party, each Scope of Work shall be signed by an authorized representative of each party. Each Scope of Work may be amended, in writing executed by each party's authorized representative. The authorized representative for Springfield is Gino Grimaldi, who serves as the City Manager for Springfield, or other such individual as he may designate in writing. The authorized technical representative for the UO is Robert Liberty, Executive Director of SCI, or other such individual as

he may designate in writing. The authorized administrative representative for the UO is Moira Kiltie, Assistant VP for Research, or other such individual as she may designate in writing. After execution of this Agreement, the parties may agree to add, modify, or eliminate Projects pursuant to the terms of this Agreement.

Section 3: UO Obligations.

3.1: UO shall provide recommendations related to the development of livable communities and sustainable cities as specifically related to each Scope of Work for each Project issued by Springfield and approved by UO. The obligations defined and described in each individual Scope of Work shall hereinafter be referred to as "Work." Each Scope of Work shall include a "not to exceed" amount. Springfield and UO may agree to a change in the Scope of Work, provided that any such change shall require that Springfield and UO have first negotiated any appropriate change to the not to exceed amount based on the changed Scope of Work.

3.2: Springfield shall not be responsible to provide UO any labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in each Scope of Work, except as otherwise expressly provided therein.

Section 4: Springfield's Obligations. Springfield shall reimburse UO for actual costs incurred during the performance of its obligation for each Project as set forth in each Scope of Work. In no event shall Springfield be obligated to reimburse more for a particular Project than the maximum sum identified in the Scope of Work, nor shall the exhaustion of the maximum amount to be reimbursed under this Agreement relieve UO for its obligations as set forth herein. Total reimbursement paid by Springfield to the UO pursuant to this Agreement shall not exceed \$229,192.00.

Springfield expects to receive itemized invoices from UO no more frequently than monthly. The City shall ensure that payment of the invoiced amount is made to UO no later than 30 days after receipt of the invoice. Invoices shall be sent to Courtney Griesel, City of Springfield, 225 Fifth Street, Springfield, OR 97477.

Section 5: Ownership of Work Product. Each party shall retain ownership of its own work product. Each party hereby grants to the other party a non-exclusive, royalty free, worldwide perpetual license to use, copy, and distribute any work product of and information provided that party pursuant to this Agreement for non-commercial, educational, and research purposes only. Subject to the terms of this Section, Springfield and SEDA may share the work product (student reports, designs, presentations, and recommendations) with Team Springfield partners, as well as private for profit and non-profit entities in the SCY Program.

Section 6: Termination.

A. Mutual. This Agreement may be terminated by written mutual consent of all the parties.

B. By City. This Agreement may be terminated by City and shall become effective 30 days after receipt of written notice by the authorized representative for UO. In the event the City chooses to exercise its right to terminate the Agreement under this section 6B, its obligation for reimbursement to UO shall be without prejudice to any obligations or liabilities accrued prior to such termination. The total reimbursement to UO shall not exceed the values authorized under Sections 3.1 and 4.1 of this Agreement.”

Section 7: Amendments. Except as otherwise provided for a Scope of Work in Section 2.3, this Agreement may not be amended except upon the written agreement of all the parties.

Section 8: Waiver. No provision of this Agreement may be waived except in writing by the party waiving compliance. Any waiver, if made, shall be effective only in the specific instance and for the specific purpose given. No waiver of any provision of this Agreement shall constitute waiver of any other provision in this Agreement, whether similar or not, or shall constitute a continuing waiver of the provision waived. Failure to enforce any provision of this Agreement shall not be deemed a waiver of the provision or of any other provision.

Section 9: Choice of Law, Venue.

9.1: This Agreement shall be governed by the laws of the State of Oregon, without regard to conflict of laws principles.

9.2: If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect any other provisions. In the event of such finding, the parties shall immediately meet and negotiate new provision, to reflect the intent and purpose of the provision, preserving to the fullest extent permitted the intent of the parties as set forth in this Agreement upon its effective date.

Section 10: Relationship.

10.1: Springfield and the UO are not, by virtue of this Agreement, agents for the other party; nor are they partners nor joint venturers in connection with activities carried on under this Agreement, and neither party shall have an obligation with respect to each other’s debts or other liabilities.

10.2: The individuals participating on behalf of each party, including their officers, employees, and agents of each party are not the officers, employees, or agents of the other party, and are not eligible for any benefits through the other party, including without limitation, wages, federal social security, health benefits, workers' compensation, or retirement benefits.

Section 11: Notice.

11.1: Any notice required or authorized to be given to Springfield shall be given by first class mail to Courtney Griesel, Management Analyst, City of Springfield, 225 Fifth Street, Springfield, OR 97477, or to such other address as she may hereafter specify in writing.

11.2: Any notice required to be given to UO shall be sent to Office of Research Services and Administration, 1600 Millrace Drive Suite 106, 5219 University of Oregon, Eugene, OR 97403-1995 or to such other address as UO may hereafter specify in writing to Springfield.

Section 12: Compliance with Applicable Law. The parties shall comply with all federal, state, and local laws and ordinances applicable to this Agreement. The parties agree that no person shall, on the grounds of religion, disability, sexual orientation, gender identity, source of income, domestic partnership or familial status, race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement. The parties agree to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation statutes, rules, and regulations.

Section 13: Workers Compensation. All subject employers working under this contract are either employers that will comply with ORS 656.017 or are exempt under ORS 656.126.

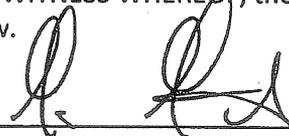
Section 14: Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Section 15: Access to Records. Each party to this Agreement shall have access to the other party's documents, investigative reports, papers, and other records which are directly pertinent to this Agreement for the purposes of making financial, maintenance, or regulatory audit. Such records shall be maintained for at least three years or longer where required by law. Nothing herein shall be construed to grant Springfield access to records subject to the Family Educational Rights and Protection Act of 1974, OAR 571-020, ORS 351.065, or OAR 571-030.

Section 16: No Third Party Beneficiaries. The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Section 17: Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.



Gino Grimaldi, City Manager, City of Springfield

7/1/11
Date



Dave Ralston, SEDA Chair

7-5-11
Date



University of Oregon
Office of Research and Service Administration

6-28-11
Date

Moira Kiltie
Asst. Vice President
for Research 17846

Reviewed by City Contract Officer

 6.16.11

REVIEWED & APPROVED
AS TO FORMS
DATE: 6/16/11
OFFICE OF CITY ATTORNEY

ATTACHMENT 1

**University of Oregon – City of Springfield
Sustainable Cities Initiative**

[Project Title]

SCOPE OF WORK, # _____ (example: ARCH 401 – A)

Terms and Conditions as per Agreement between the City of Springfield, a Municipal Corporation of the State of Oregon, Springfield Economic Development Agency/Springfield Urban Renewal Agency (SEDA) of the City of Springfield, Oregon and the State of Oregon Acting by and through the State Board of Higher Education on Behalf of the University of Oregon Contract #548 dated _____.

City Project Specialist

[name], [email], [phone]

UO SCI/Project Specific Contact

[Professor Name], [Professor Email]

Purpose of Project:

[Purpose Statement: To be refined from original description, as included here, by City Project Specialist and UO Faculty]

Desired Outcomes/Project Objectives

- [Outcome 1] – Include Brief Description
- [Outcome 2] – Include Brief Description

Final Deliverables/Work Products

- [Define Deliverables]

City of Springfield Responsibilities

[the below are provided as examples and may be applicable to this project]

- Provide data and documentation of previous work products (program documents, reports, market studies, architectural plans and maps) which may be related to the scope of work.
- Convene team of City staff to facilitate project development and provision of technical assistance to SCI.
- Make contact with external stakeholders or organize those stakeholders, as needed, to provide timely information to support project development.
- Offer technical assistance, as requested.
- Assist City Project Lead (Courtney Griesel) to organize student field trip activities, if needed.
- Participate in Kick-Off (October 2011) and End-of-Year Celebration (May 2012).

ATTACHMENT 1
ATTACHMENT 1

UO Faculty	Date
Robert Liberty, Executive Director	Date
Gino Grimaldi, City Manager	Date

ATTACHMENT 1

The University of Oregon's Sustainable Cities Initiative (SCI) selected the City of Springfield as its partner city for the 2011-2012 academic year. Existing faculty taught their existing courses while directing student work toward real, city-identified projects that focus on sustainability. The partnership engaged over 400 students in approximately 20 courses spanning 15 project categories.

Listed below are course topics matched to University courses based on successful projects from the 2011-2012 academic year. This work will be done during the 2012-2013 academic year.

Course Topics:

- A. *DOWNTOWN BROWNFIELD SITE REDESIGN***
- B. *CITYWIDE WAYFINDING & DOWNTOWN WAYFINDING***
- C. *SYSTEMS DEVELOPMENT CHARGES METHODOLOGY LEGAL REVIEW***

A. DOWNTOWN BROWNFIELD SITE REDESIGN

During the 2011-2012 Sustainable City Year partnership, the City of Springfield worked with students to explore redevelopment ideas and concepts related to Booth Kelly and the surrounding areas. The nearby property commonly referred to as the Nicolai Door Company site will be the focus of the 2012-2013 student work. Architecture and planning students will work with the site owner and the City to identify possible solutions, complimentary to ideas generated for Booth Kelly during the previous year. With the amenity of the Mill Race running to the south of the site, students might examine potential redevelopment scenarios and identify how the site can become a destination location with increased economic appeal.

The Nicolai site is located in historic Downtown Springfield, just to the North of the City owned Booth Kelly site. The site will be directly impacted by and have direct impacts on any development activity in the downtown area. The property owner is looking for potential redevelopment visions, concepts and guidelines that are complimentary to the work done for Booth Kelly and can further the redevelopment vision for the site. Staff is looking for concepts and guidelines that inform a Downtown Refinement Plan update.

Supporting Council Goal(s):	To Encourage Community and Economic Development Revitalization To Preserve the Hometown Feel, Livability and Environmental Quality
Student Deliverable(s):	Site Redevelopment Scenarios, Site Specific Redevelopment Principles for Refinement Plan Inclusion, Designs Complimentary to Booth Kelly Work
Partnering City Department(s):	Development Services, Public Works, City Manager's Office
Potential Funding Sources	Private Partner Funds, Downtown Urban Renewal Funds, Booth Kelly Fund
Springfield Staff Contact	John Tamulonis, 541-726-3700, jtamulonis@springfield-or.gov
Course	PPPM, Intro MPA, Three Courses
Term	Fall (3 Courses)
Faculty	Rich Margerum
# of Students	75
Potential Course	AAA 620 (OLIS), Urban Ecological Design
Term	Spring
Faculty	TBD
# of Students	12

B. CITYWIDE & DOWNTOWN WAYFINDING

The City of Springfield is steadily growing and with this growth, services and amenities are often physically spread apart. During the 2011-2012 SCY partnership students generated a detailed wayfinding report cataloging these services and amenities. The report, currently in its draft form, includes recommendations for updated naming conventions, sign removal and replacement, and a city-wide logic map. Based on this work, 2012-2013 university students would work to design physical wayfinding signs and structures and multiple scales; vehicular, pedestrian, and possibly bike. Students will also work to generate a smart-technology based wayfinding system to enhance citizen and visitor experience of destinations and amenities upon arrival. This project might include the involvement of citizens and stakeholders such as, but not limited to, local citizens, businesses, cultural asset owners and commissions, the Springfield Area Chamber of Commerce, Travel Lane County, and possibly Willamalane.

Supporting Council Goal(s):	To Encourage Community and Economic Development Revitalization
	To Enhance Public Safety
	To Maintain and Improve Infrastructure and Facilities
	To Preserve the Hometown Feel, Livability and Environmental Quality
Student Deliverable(s):	Wayfinding and Signage Designs, Smart Technology Based Applications
Possible Community Partner(s):	Springfield Area Chamber of Commerce, Travel Lane County, Willamalane
Partnering City Department(s):	Economic Development, City Manager's Office, Development Services
Identified Funding	Room Tax, Urban Renewal
City Staff Contact	Courtney Griesel, Economic Development Analyst, 541-736-7132, cgriesel@springfield-or.gov
Course	Art and Society, AAD
Term	Fall
Faculty	John Fenn
# of Students	10
Course	Digital Arts & Media
Term	Winter
Faculty	Ying Tan
# of Students	10
Potential Course	AAD
Term	Spring
Faculty	John Fenn
# of Students	10

C. SYSTEMS DEVELOPMENT CHARGES METHODOLOGY LEGAL REVIEW

Springfield is planning to modify its methodology for calculating transportation-related System Development Charges (SDCs) after updating its Transportation System Plan in late 2012 or early 2013. This is likely to have a regional impact as it may generate precedence for further regional review.

By Oregon statute, local governments can create and impose fees on new development to cover cost impacts of growth on the municipality. SDCs are tightly regulated and must be calculated using specific and detailed methodologies. These methodologies are updated every few years. SDCs are the largest single City-imposed cost for residential development, and they are significant in commercial and industrial development. Transportation-related SDCs are the largest portion of the overall SDC charge.

House Bill 2001 and Senate Bill 1059 require cities to reduce greenhouse gas emissions city-wide. Cities will need to incentivize non-motorized transportation. One way to create those incentives is through transportation-related SDCs. If a developer can reduce the need for transportation capacity, particularly motorized capacity, the city could reduce SDCs for that development. So far, there is no known precedent in Oregon for creating this sort of incentive through SDCs, although other SDC methodologies do contain incentives for reducing some impacts. Other states may have done so.

During the 2011-2012 SCY academic window University of Oregon law students worked with City staff to investigate how, within the bounds of Oregon law, the City of Springfield can structure transportation-related SDCs to encourage and support development while providing incentives to reduce the need for increased automobile capacity. Law students will continue to test, review and improve on previously identified methods.

Supporting Council Goal(s):	To Encourage Community and Economic Development Revitalization
	To Enhance Public Safety
	To Maintain and Improve Infrastructure and Facilities
	To Preserve the Hometown Feel, Livability and Environmental Quality
Student Deliverable(s):	Current Wayfinding Signage Inventory, Visitor Asset Inventory, Wayfinding Location Identification, Signage Designs, Education Brochure and Handout Package
Partnering City Department(s):	Development and Public Works, City Manager’s Office
Identified Funding	System Development Funds
Springfield Staff Contact	Len Goodwin, DPW Director, 541-726-3685, lgoodwin@springfield-or.gov
Course	Land Use Law
Semester	Fall
Faculty	Anne Davies, Lauren Summers
# of Students	25

.....
 Other projects may be added but are anticipated to stay within the identified not-to-exceed amount outlined in Contract #548 Second Amendment (Included in this packet as attachment 1)

AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Sophia Seban - DPW
Staff Phone No: 541-726-2295
Estimated Time: Consent Calendar
Council Goals: Mandate

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: CHANGE OF OWNERSHIP LIQUOR LICENSE APPLICATION FOR DEON MORK KNUDTSON AND SONG JOO KNUDTSON, DBA: THE PUMP CAFÉ.

ACTION REQUESTED: Endorsement of OLCC Liquor License Application for The Pump Cafe, a family style restaurant, located at 710 Main Street, Springfield, OR 97477.

ISSUE STATEMENT: The owners of Deon Mork Knudtson and Song Joo Knudtson, DBA: The Pump Café has requested the City Council to endorse its OLCC Liquor License Application.

ATTACHMENTS: Attachment 1. OLCC Liquor License Application

**DISCUSSION/
FINANCIAL
IMPACT:** The license endorsement for The Pump Café is for a change of ownership with Limited On-Premises Sales and applying as Individuals. The new license application has been reviewed and approved by the appropriate City Departments.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
 - Commercial Establishment
 - Caterer
 - Passenger Carrier
 - Other Public Location
 - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: _____

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other _____

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: 10-1-12

The City Council or County Commission:

City of Springfield
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: J. Smother

Date: 9/25/12

90-day authority: Yes No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Dean Mark Knudtson ③ _____

② Sang Joo Knudtson ④ _____

2. Trade Name (dba): The Pump Cafe

3. Business Location: 710 main st. Springfield OR 97477
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: Same
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: _____
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: Mert. Inc. Type of License: Limited

8. Former Business Name: The Pump Cafe

9. Will you have a manager? ~~Yes~~ No Name: ~~_____~~ ~~_____~~
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Springfield
(name of city or county)

11. Contact person for this application: Dean Knudtson 541-513-5386
(name) (phone number(s))
3882 Manville St Eugene. 97405 dean.nostdunk@gmail.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 9/13/12 ③ _____ Date _____

② [Signature] Date 9/13/12 ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Dean Knudtson Phone: 541 513-5386

Trade Name (dba): The Pump Cafe

Business Location Address: 710 main st

City: Springfield ZIP Code: 97477

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday to Monday 7am to 3pm, Tuesday 7am to 3pm, Wednesday 7am to 3pm, Thursday 7am to 3pm, Friday 7am to 3pm, Saturday 8am to 2pm

Outdoor Area Hours:

Sunday to Monday 7A to 3P, Tuesday to Saturday 8A to 2P

The outdoor area is used for:

- Food service Hours: 7A to 3P
Alcohol service Hours: 7 to 3
Enclosed, how: fence/landscape

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: only patio serve weather permitting. Above 70 degrees and dry typically

ENTERTAINMENT

Check all that apply:

- Live Music, Recorded Music, DJ Music, Dancing, Nude Entertainers, Karaoke, Coin-operated Games, Video Lottery Machines, Social Gaming, Pool Tables, Other: N/A

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday to Saturday

N/A

SEATING COUNT

Restaurant: 50 Outdoor: 21
Lounge: Other (explain):
Banquet: Total Seating: 71

OLCC USE ONLY

Investigator Verified Seating: (Y) (N)
Investigator Initials:
Date:

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Date: 9/13/12

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Sophia Seban – DPW
Staff Phone No: 726-2295
Estimated Time: Consent Calendar
Council Goals: Mandate

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: LIQUOR LICENSE APPLICATION FOR TERESA M. OLSEN, DBA: OLSEN'S WHITE HORSE TAVERN.

ACTION REQUESTED: Endorsement of OLCC Liquor License Application for Olsen's White Horse Tavern located at 4360 Main Street, Springfield, Oregon 97478.

ISSUE STATEMENT: The owner of Olsen's White Horse Tavern has requested the City Council to endorse its OLCC Liquor License Application.

ATTACHMENTS: Attachment 1. OLCC Liquor License Application

**DISCUSSION/
FINANCIAL
IMPACT:** The license endorsement for Teresa M. Olsen, DBA: Olsen's White Horse Tavern is for a New Outlet with Full On-Premises Sales, Commercial Establishment, applying as an Individual. The new license application has been reviewed and approved by the appropriate City Departments.



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Teresa M. Olsen Phone: (831) 345-6703

Trade Name (dba): Olsen's White Horse Tavern

Business Location Address: 4360 Main St.

City: Springfield, OR ZIP Code: 97478

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 8 AM to 2:30 AM
Monday 8 AM to 2:30 AM
Tuesday 8 AM to 2:30 AM
Wednesday 8 AM to 2:30 AM
Thursday 8 AM to 2:30 AM
Friday 8 AM to 2:30 AM
Saturday 8 AM to 2:30 AM

Outdoor Area Hours:

Sunday 8am to 2:30am
Monday 8am to 2:30am
Tuesday 8am to 2:30am
Wednesday 8am to 2:30am
Thursday 8am to 2:30am
Friday 8am to 2:30am
Saturday 8am to 2:30am

The outdoor area is used for:

Food service Hours: 8am to 2:00am
 Alcohol service Hours: 8am to 2:00am
 Enclosed, how Fence

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 35 Outdoor: 16
Lounge: 20 Other (explain): back bar (6)
Banquet: _____ Total Seating: 55

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Teresa M. Olsen Date: 10/1/12

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Bob Duey/Finance
Staff Phone No: 541-726-3740
Estimated Time: 10 Minutes
Council Goals: Mandate

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: SUPPLEMENTAL BUDGET RESOLUTION

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

A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS: General, Street, Jail Operations, Special Revenue, Transient Room Tax, Community Development, Building Code, Fire Local Option Levy, Police Local Option Levy, Bancroft Redemption, Bond Sinking, Sanitary Sewer Capital, Regional Wastewater Revenue Bond Capital Project, Development Assessment Capital, Development Projects, Storm Drainage Capital, Police Building Bond Capital Project, Regional Wastewater Capital, Street Capital, SDC Local Storm Improvement, SDC Local Storm Reimbursement, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Regional Wastewater Reimbursement, SDC Regional WW Imp, SDC Transportation Reimbursement, SDC Transportation Improvement, Local WW Operations, Regional WW, Ambulance, Storm Drainage Operations, Booth-Kelly, Regional Fiber Consortium, Insurance, Vehicle & Equipment, and SDC Administration Funds.

ISSUE**STATEMENT:**

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

This is the first of three scheduled FY13 supplemental budget requests to come before Council. The supplemental budget being presented includes adjusting resources and requirements in the General, Street, Jail Operations, Special Revenue, Transient Room Tax, Community Development, Building Code, Fire Local Option Levy, Police Local Option Levy, Bancroft Redemption, Bond Sinking, Sanitary Sewer Capital, Regional Wastewater Revenue Bond Capital Project, Development Assessment Capital, Development Projects, Storm Drainage Capital, Police Building Bond Capital Project, Regional Wastewater Capital, Street Capital, SDC Local Storm Improvement, SDC Local Storm Reimbursement, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Regional Wastewater Reimbursement, SDC Regional WW Imp, SDC Transportation Reimbursement, SDC Transportation Improvement, Local WW Operations, Regional WW, Ambulance, Storm Drainage Operations, Booth-Kelly, Regional Fiber Consortium, Insurance, Vehicle & Equipment, and SDC Administration Funds.

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

ATTACHMENTS:

Attachment 1. Council Briefing Memorandum
Attachment 2. Supplemental Budget Resolution

**DISCUSSION/
FINANCIAL
IMPACT:**

The overall financial impact of the Supplemental Budget Resolution is to increase Capital Projects (\$3,977,844), increase Reserves (\$3,342,742), increase Interfund Transfers (\$92,794), increase Un-appropriated Ending Fund balance (\$39,995) and increase Operating Expenses (\$2,578,549). These are offset by Beginning Cash Balance (\$8,484,603), Grants (\$1,367,051), interfund transfers (\$92,794), and new revenue (\$87,476).

MEMORANDUM

City of Springfield

Date: 10/15/2012
To: Gino Grimaldi **COUNCIL**
From: Bob Duey and Paula Davis **BRIEFING**
Subject: SUPPLEMENTAL BUDGET REQUEST **MEMORANDUM**

ISSUE:

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

This is the first of three scheduled FY13 supplemental budget request to come before Council. The supplemental budget being presented includes adjusting resources and requirements in the General, Street, Jail Operations, Special Revenue, Transient Room Tax, Community Development, Building Code, Fire Local Option Levy, Police Local Option Levy, Bancroft Redemption, Bond Sinking, Sanitary Sewer Capital, Regional Wastewater Revenue Bond Capital Project, Development Assessment Capital, Development Projects, Storm Drainage Capital, Police Building Bond Capital Project, Regional Wastewater Capital, Street Capital, SDC Local Storm Improvement, SDC Local Storm Reimbursement, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Regional Wastewater Reimbursement, SDC Regional WW Imp, SDC Transportation Reimbursement, SDC Transportation Improvement, Local WW Operations, Regional Wastewater, Ambulance, Storm Drainage Operations, Booth-Kelly, Regional Fiber Consortium, Insurance, Vehicle & Equipment, and SDC Administration Funds.

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

COUNCIL GOALS/**MANDATE:**

Financially Responsible and Stable Government Services

BACKGROUND:

Supplemental budgets may be used to meet unexpected needs or to spend revenues not anticipated at the time the original budget was adopted. In accordance with Oregon budget law, notification of this supplemental budget and hearing is made no later than five calendar days before the public meeting. A public hearing is only required when a supplemental budget request changes total appropriations within a fund by 10% or greater; however the City of Springfield practice has been to process all supplemental budget requests through a public hearing for Council approval and adoption. Notification of this public hearing was published in the Register Guard on Wednesday, October 10, 2012. The attached information identifies the individual items that are included in the October 15, 2012 Supplemental Budget request.

Changes to the budget included in this request fall into three general categories: Re-appropriation or carryovers, reallocation of existing resources, and new appropriation requests.

Of these three categories, re-appropriations can be considered “housekeeping” type adjustments, as they are implementing decisions that Council has made in the past. Re-appropriations (or

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

Reallocations move existing approved budget authority between funds or between departments. These adjustments can include moving money between departments for a capital project or reallocating reserves within the same fund.

New appropriation requests include both expenditure items that are funded by new revenue, such as a new grant, and expenditure items that are being requested to be funded out of reserves. Those requests funded from reserves include items implementing Council direction, emerging issues identified by the City Executive Team that need to be resolved immediately, or to meet legal requirements. These requests will not significantly impact reserve balances.

SUPPLEMENT BUDGET REQUESTS

Beginning Cash adjustments total \$11,421,458. Usually Beginning Cash adjustments occur because prior year expenses were not as great as predicted, resulting in more money being available in the new year. When Beginning Cash is greater than expected, the balance is normally placed in Reserves. The largest Beginning Cash adjustments usually occur in the 18 capital project funds. In February or March, the budget preparers attempt to estimate the status of their capital projects as of the end of the fiscal year (June 30), but a variety of factors can result in projects being ahead or behind schedule. For this supplemental budget, the Capital Project fund adjustments total \$6,668,180. These amounts will most likely be re-appropriated to the respective capital project to complete the construction in progress. The General Fund contributed a decrease of (\$934,470) to Beginning Cash while the remaining funds had adjustments totaling \$5,687,748.

Re-appropriations for previously budgeted projects are requested, totaling \$6,930,817:

General Fund	Request re-appropriates contracts for implementation of Tyler software for court and both FireHouse and TeleStaff software. \$114,78 is a re-appropriation request for contracts that have already been let during FY12 and are being continued into FY13 for completion. An additional \$40,200 is to recognize the joint nature of the TeleStaff project for Fire & Life Safety with Eugene and appropriate the full cost of the project being managed by Springfield.	\$ 154,978
General Fund	Re-appropriates Human Resources' City wide training budget from FY12 to be expensed in FY13 for signed contracts.	\$ 10,000
General and Special Revenue Funds	Requests carries forward dedicated revenue and expenditures for the remaining Gift & Memorial Funds and re-appropriates Library's book budget that was not fully expensed in FY12.	\$ 37,900

Re-appropriations cont.

General, Street, Sanitary Sewer Operations, Storm Drainage Operations, and SDC Admin Funds	Request re-appropriates funds for the capital projects not used in FY12 into current year for Asset Management System Replacement Project.	\$ 72,541
Special Revenue Fund	Requests carries forward revenue and expenditures for the remaining Grant Funds that were not fully expensed in FY12: State Historic Preservation Office Grant 11-12, SHOP Grant, 2009 ARRA JAG Grant, 2010 Local JAG Grant, 2010 Secure Our Schools Grant, 2011 JAG Grant, OACP Traffic Safety Grant, and Comcast Grant.	\$ 151,861
Community Development Fund	Carries forward HOME and CDBG program income from FY12. Adjust FY13 HOME funds entitlement to reflect Community Housing Development Organization (CHDO) expense paid by Eugene on behalf of the consortium. Authorized CDBG funds for section 108 loan administration expenditures.	\$ 1,553,956
Sanitary Sewer Capital Fund	Request re-appropriates funds for the capital projects not expended in FY12 into current year: Asset Management Replacement (\$156,000) and 10th & N Street Upgrade (\$1,265,304).	\$ 1,421,304
Regional Wastewater Rev Bond Capital Project Fund	Request re-appropriates funds for the capital projects not expended in FY12 into current year for: Effluent reuse Phase I, Parallel Primary/Secondary, Sodium Hypochlorite Convey, Odorous Air II, Biosolids Force Main Rehab and other capital projects.	\$ 1,435,109
Development Projects Fund	Carries forward funds for capital projects that were not completed in FY12: Masonry repair Springfield Museum, elevator upgrades, City Hall stair upgrades and City Hall restroom upgrades. Other FY12 projects came in under budget and these dollars will be reprioritized to complete other projects identified in the Building and Facility 5-year work plan.	\$ 122,951
Storm Drainage Capital Fund	Re-appropriates FY12 funding for approved Firehouse Washrack Capital Project; remaining project activities and expenditures are planned in FY13.	\$ 23,029
Storm Drainage Capital Fund	Request re-appropriates funds for the capital projects not expended in FY12 into current year for Over/Under Channel and Asset Management Replacement projects. In addition, reallocates programmed expenditures for projects that exceeded estimated actual in FY12: Booth Kelly Stormwater Drainage Implementation, Stormwater Facilities Master Plan, Island Park, and Lower Mill Race.	\$ 219,185
Regional Wastewater Capital Fund	Request re-appropriates funds for the capital projects and equipment replacement not expended in FY12 into current year for: Effluent reuse Phase I, Primary Sludge Thickening, Wet Weather Flow Management, and other capital and equipment projects.	\$ 1,007,963

Re-appropriations cont.

Street Capital Fund	Request re-appropriates funds for the capital projects not expended in FY12 into current year for South Bank Path Extension project.	\$ 7,297
Storm Drainage Improvement SDC Fund	Request re-appropriates funds for the capital projects not expended in FY12 into current year for S 59th Street & Aster Street Drainage and Mill Race Stormwater Facility projects. In addition, reallocates programmed expenditures for projects that exceeded estimated actual in FY12: Stormwater Facilities Master Plan and Island Park.	\$ 25,646
SDC Transportation Reimbursement Fund	Reductions in the City Participation in Private Projects are required in the FY13 budget as Transportation Reimbursement SDC revenues received in FY12 were less than forecasted by \$7,050. Request also re-appropriates the unspent funding from FY12 in the A Street Overlay and Thurston Road Overlay projects. These projects are currently in the design phase and construction is expected in FY13.	\$ 198,013
SDC Transportation Improvement Fund	Request re-appropriates funds for the capital projects not expended in FY12 into current year for Transportation System Plan and Beltline Gateway Intersection projects. In addition, reallocates programmed expenditures for ITS - Gateway/Beltline that exceeded estimated actual in FY12.	\$ 122,690
Regional Wastewater Fund	Request re-appropriates funds for contracted services from Galardi Consulting; contracted signed in FY12 and to be completed in FY13.	\$ 8,240
Storm Drainage Operations Fund	Re-appropriates FY12 funding for Stormwater Management Plan technical assistance and Demonstration Rain Garden UO Partnership. Associated project activities and expenditures originally projected in FY12, are now planned in FY13.	\$ 13,740
Vehicle & Equipment Fund	Request re-appropriates funds for computers purchased in FY12 that have not been received.	\$ 4,500
Vehicle & Equipment Fund	Request re-appropriates funds for the Grader purchased in FY12 with contract delivery expected in late October.	\$ 184,836

Re-allocations move budgetary authority within funds and departments totaling \$610,866:

General and Special Revenue Funds	During FY12 the Police Department purchased Police Weapons intended to come from Federal Forfeiture reserves in the Special Revenue Fund, however there was no budget authority to do so. This action moves funds from the Federal Forfeiture reserves to the General Fund where expense incurred in FY12.	\$ 53,847
General and Special Revenue Funds	Reallocates General Fund reserves to Library's Gifts & Memorial reserves for FY12 retirement payouts.	\$ 2,947
General, Street, Transient Room Tax, Community Development, Building Code, Sanitary Sewer Operations, Regional Wastewater, Storm Drainage Operations, Booth-Kelly, and SDC Administration Funds	Reallocates funds due to the reorganization of the Development & Public Works department. The reorganization of the two departments (Development Services and Public Works) did not occur in time to adopt a single budget for the new Department of Development and Public Works. The entire 2012/13 fiscal year will be accounted for showing the two previous departments although the reorg has been completed. Budget preparation for FY14 will show it as a single department.	\$ 493,072
General Fund	Council adopted by Ordinance in July 2011 amendment to the Springfield Municipal Code that rentals are to include triplex, duplex and single family rental units. The FY13 budget presumed that the City would collect these fees. In June 2012 City Council repealed the ordinance. This request recognized the removal of the revenue from the FY13 budget.	\$ 46,000
Storm Drainage Reimbursement SDC Fund	Request decreases capital project Pioneer Parkway Reconstruction and increases MS4 Permit Requirements to align the projects and funds with the approved capital plan budget.	\$ 15,000

The Following **New appropriations** of \$20,000 are requested to be funded with a mix of new revenues and existing reserves.

Special Revenue Fund	Request recognized the revenue from the Priddy Planning Grant and authorizes the use of funds for program expense.	\$ 20,000
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New appropriation requests totaling \$206,629 are requested to be funded with new revenues.

General Fund	This action receipts a donation from the National Alliance for the Mentally Ill (NAMI) to the Police Department and allocates that donation for attendance at the CIT International training conference by two Department supervisors.	\$ 1,030
General and Special Revenue Funds	Recognizes revenue for LTD Alternative Analysis and increases reserves in the General Fund.	\$ 30,000
General Fund	The City has re-established the Utility License Right of Way fee that Sprint Nextel paid under a franchise agreement. Due to an accounting error Sprint discontinued payments in 2008. Since that time the franchise agreement has changed to a Utility License, with a five year term to allow for more flexibility. This request recognizes the new revenue starting in FY13.	\$ 24,000
Street Fund	Recognizes revenue from insurance reimbursement for light pole at 30th and Commercial.	\$ 2,803
Special Revenue Fund	The City applied for and received the 2012 Local Justice Assistance Grant. This request is to recognize the grant funds and authorize their use for employee development and computer equipment.	\$ 28,796
Special Revenue Fund	Request recognized the revenue from the Priddy Planning Grant and authorizes the use of funds for program expense.	\$ 20,000
Regional Wastewater Fund	Authorizes an insurance reserves for MWMC property and liability insurance, to cover new higher deductible.	\$ 100,000

New appropriations of \$381,578 are requested to be funded with existing reserves.

Street and Transient Room Tax Fund	Request authorizes budget to waive the over the street Banner Fee for non-profits.	\$ 6,000
Special Revenue Fund	Authorizes funding for purchase of SWAT Rifles and accessories with Federal Forfeiture reserves.	\$ 50,000
Development Assess Capital Fund	Authorized funds for contract with City Attorney for property appraisal.	\$ 30,000
Storm Drainage Capital Fund	The decommissioning of the outdoor firing range formerly utilized by the Police Department has become a priority with the Mill Race Rehabilitation project. This action will bring the FY13 project budget in line with the 2013-2017 Capital Improvement Program as adopted by City Council.	\$ 125,000
Police Building Bond Capital Project Fund	FY12 expenditures were less then expected, request authorizes use of carryover funds to acquire property for parking around the Justice Center	\$ 155,078

Vehicle & Equipment Fund	Request funds the purchase of Zoll Data Systems Membership module. This module replaces the current Razor's Edge software and provides integration with the ambulance billing.	\$ 21,500
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RECOMMENDED ACTION:

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

A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS: General, Street, Jail Operations, Special Revenue, Transient Room Tax, Community Development, Building Code, Fire Local Option Levy, Police Local Option Levy, Bancroft Redemption, Bond Sinking, Sanitary Sewer Capital, Regional Wastewater Revenue Bond Capital Project, Development Assessment Capital, Development Projects, Storm Drainage Capital, Police Building Bond Capital Project, Regional Wastewater Capital, Street Capital, SDC Local Storm Improvement, SDC Local Storm Reimbursement, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Regional Wastewater Reimbursement, SDC Regional WW Imp, SDC Transportation Reimbursement, SDC Transportation Improvement, Local WW Operations, Regional Wastewater, Ambulance, Storm Drainage Operations, Booth-Kelly, Regional Fiber Consortium, Insurance, Vehicle & Equipment, and SDC Administration Funds.

**CITY OF SPRINGFIELD
 FY 2012-2013
 SUPPLEMENTAL BUDGET No. 1
 RESOLUTION NO. _____**

A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS:

General, Street, Jail Operations, Special Revenue, Transient Room Tax, Community Development, Building Code, Fire Local Option Levy, Police Local Option Levy, Bancroft Redemption, Bond Sinking, Sanitary Sewer Capital, Regional Wastewater Revenue Bond Capital Project, Development Assessment Capital, Development Projects, Storm Drainage Capital, Police Building Bond Capital Project, Regional Wastewater Capital, Street Capital, SDC Local Storm Improvement, SDC Local Storm Reimbursement, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Regional Wastewater Reimbursement, SDC Regional WW Imp, SDC Transportation Reimbursement, SDC Transportation Improvement, Local WW Operations, Regional Wastewater, Ambulance, Storm Drainage Operations, Booth-Kelly, Regional Fiber Consortium, Insurance, Vehicle & Equipment, and SDC Administration Funds.

WHEREAS, the 2012-2013 fiscal year appropriations for the City of Springfield were made by Resolution No. 12-09 dated June 18, 2012; and,

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

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

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

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

Section 1. Resolution 12-09 is hereby adjusted as follows:

General - Fund 100			
<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ (340,273)	Operating Expenses:	
Miscellaneous Receipts	41,230	Development Services	\$ 38,219
Transfer Fund 204	83,847	Fire & Life Safety	72,276
Spring Franchise	24,000	Human Resources	10,000
Code Requirement Fees	<u>(46,000)</u>	Library	4,200
		Munciple Court	82,702
		Police	1,030
		Public Works	<u>28,923</u>
		Total Operating Expense	<u>\$ 237,350</u>

General Fund cont.

Non-Departmental Expenses:	
Interfund Transfer	\$ 2,947
Reserves	<u>(477,493)</u>
Total Non Departmental Expenses	<u>\$ (474,546)</u>
Total Resources Adjustments	<u>\$ (237,196)</u>
Total Requirements Adjustments	<u>\$ (237,196)</u>

Comments: Reallocates funds due to reorganization of the Development & Public Works department. Re-appropriates signed contracts for implementation of Tyler software, Asset Management System Replacement Project, and Human Resources City wide training. Moves funds from the Federal Forfeiture reserves to the General Fund for Police weapons purchased in FY12. Recognize new revenue from the re-established Utility License Right of Way fee, LTD Alternative Analysis, and donation from NAMI. Carries forward remaining Gift & Memorial Funds and re-appropriates Library's book budget. Reallocates reserves to Library's Gifts & Memorial reserves for FY12 retirement payouts. Removes revenue from the FY13 budget for ordinance change. Beginning cash adjustment is being made because prior year expenses were more than predicted and balance is being reallocated from reserves.

Street - Fund 201

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 417,040	Operating Expenses:	
Claims Recovery	2,803	Development Services	\$ (5,903)
Transfer from Fund 208	<u>6,000</u>	Public Works	<u>39,212</u>
		Total Operating Expense	<u>\$ 33,309</u>
		Non-Departmental Expenses:	
		Reserves	<u>392,534</u>
Total Resources Adjustments	<u>\$ 425,843</u>	Total Requirements Adjustments	<u>\$ 425,843</u>

Comments: Reallocates funds due to reorganization of the Development & Public Works department. Re-appropriates funds for the Asset Management System Replacement project. Authorizes budget to waive the over the street Banner Fee for non-profits. Recognizes new revenue from insurance reimbursement for light pole at 30th and Commercial. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Jail Operations - Fund 202

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ <u>123,571</u>	Non-Departmental Expenses:	
		Reserves	<u>\$ 123,571</u>
Total Resources Adjustments	<u>\$ 123,571</u>	Total Requirements Adjustments	<u>\$ 123,571</u>

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Special Revenue - Fund 204

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash	\$ 294,020	Operating Expenses:	
Grants	124,994	Development Services	\$ 18,809
LTD Alternative Analysis	30,000	Library	53,700
General Fund Transfer	<u>2,947</u>	Police	141,848
		Public Works	<u>70,000</u>
		Total Operating Expense	<u>\$ 284,357</u>
		Non-Departmental Expenses:	
		Interfund Transfer	\$ 83,847
		Reserves	<u>83,757</u>
		Total Non Departmental Expenses	<u>\$ 167,604</u>

Special Revenue Fund cont.

Total Resources Adjustments \$ 451,961 **Total Requirements Adjustments** \$ 451,961

Comments: The City applied for and received the 2012 Local Justice Assistance Grant and Priddy Planning Grant. Recognizes revenue from LTD Alternative Analysis and increases General fund reserves. Authorizes use of Federal Forfeiture reserves for SWAT Rifles. Re-appropriates Grant funds not expended in FY12 into current year for State Historic Preservation Office Grant 11-12, SHOP Grant, 2009 ARRA JAG Grant, 2010 Local JAG Grant, 2010 Secure Our Schools Grant, 2011 JAG Grant, OACP Traffic Safety Grant, and Comcast Grant. Re-appropriates funds for capital projects: Asset Management Replacement and 10th & N Street Upgrade. Carries forward Gift & Memorial Funds not fully expensed in FY12. Reallocates Federal Forfeiture funds to General Fund for Police weapons purchased in FY12. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

		Transient Room Tax - Fund 208	
<u>Resources</u>		<u>Requirements</u>	
Transient Room Tax	<u>\$ 35,012</u>	Operating Expenses:	
		Development Services	\$ (205)
		Non-Departmental Expenses:	
		Interfund Transfer	\$ 6,000
		Reserves	<u>29,217</u>
		Total Non Departmental Expenses	<u>\$ 35,217</u>
Total Resources Adjustments	<u>\$ 35,012</u>	Total Requirements Adjustments	<u>\$ 35,012</u>

Comments: Reallocates funds due to reorganization of the Development & Public Works department. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

		Community Development - Fund 210	
<u>Resources</u>		<u>Requirements</u>	
Beginning Cash	\$ 34	Operating Expenses:	
Grants	1,242,057	Development Services	\$ 1,217,179
Section 108 Repay	<u>34,443</u>	Non-Departmental Expenses:	
		Reserves	<u>\$ 59,355</u>
Total Resources Adjustments	<u>\$ 1,276,534</u>	Total Requirements Adjustments	<u>\$ 1,276,534</u>

Comments: Carries forward HOME and CDBG program income from FY12. Adjust FY13 HOME funds entitlement to CHDO program expense and authorizes use of CDBG funds for section 108 loan administration expenditures. Reallocates funds due to reorganization of the Development & Public Works department. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Building Code - Fund 224

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash	\$ 30,627	Operating Expenses:	
		Development Services	\$ (11,549)
		Non-Departmental Expenses:	
		Reserves	\$ 42,176
Total Resources Adjustments	\$ 30,627	Total Requirements Adjustments	\$ 30,627

Comments: Reallocates funds due to reorganization of the Development & Public Works department. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Fire Local Option Levy - Fund 235

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 26,050	Non-Departmental Expenses:	
		Reserves	\$ 26,050
Total Resources Adjustments	\$ 26,050	Total Requirements Adjustments	\$ 26,050

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Police Local Option Levy - Fund 236

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ (101,127)	Non-Departmental Expenses:	
		Reserves	\$ (101,127)
Total Resources Adjustments	\$ (101,127)	Total Requirements Adjustments	\$ (101,127)

Comments: Beginning cash adjustment is being made because prior year expenses were more than predicted and balance is being reallocated from reserves.

Bancroft Redemption - Fund 305

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 2,334	Non-Departmental Expenses:	
		Reserves	\$ 2,334
Total Resources Adjustments	\$ 2,334	Total Requirements Adjustments	\$ 2,334

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Bond Sinking - Fund 306

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 39,995	Non-Departmental Expenses:	
		Reserves	\$ 39,995
Total Resources Adjustments	\$ 39,995	Total Requirements Adjustments	\$ 39,995

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Sanitary Sewer Capital - Fund 409

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 2,366,832	Non-Departmental Expenses:	
		Reserves	\$ 945,528
		Capital Projects	\$ 1,421,304
Total Resources Adjustments	<u>\$ 2,366,832</u>	Total Requirements Adjustments	<u>\$ 2,366,832</u>

Comments: Re-appropriates funds for the capital projects Asset Management Replacement and 10th & N Street Upgrade not expended in 2011-2012 into current year. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Regional Wastewater Revenue Bond Capital Project - Fund 412

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 1,442,739	Non-Departmental Expenses:	
		Reserves	\$ 18,630
		Capital Projects	\$ 1,424,109
Total Resources Adjustments	<u>\$ 1,442,739</u>	Total Requirements Adjustments	<u>\$ 1,442,739</u>

Comments: Request re-appropriates funds for the capital projects not expended in FY12 into current year for: Effluent reuse Phase I, Parallel Primary/Secondary, Sodium Hypochlorite Conveyer, Odorous Air II, Biosolids Force Main Rehab and other capital projects. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Development Assessment Capital - Fund 419

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 31,136	Operating Expenses:	
		Finance	\$ 30,000
		Non-Departmental Expenses:	
		Reserves	\$ 1,136
Total Resources Adjustments	<u>\$ 31,136</u>	Total Requirements Adjustments	<u>\$ 31,136</u>

Comments: Authorized funds for contract with City Attorney for property appraisal. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Development Projects - Fund 420

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 732,663	Non-Departmental Expenses:	
		Reserves	\$ 609,712
		Capital Projects	\$ 122,951
Total Resources Adjustments	<u>\$ 732,663</u>	Total Requirements Adjustments	<u>\$ 732,663</u>

Comments: Re-appropriates funds for capital projects that were not completed in FY12 and reprioritizes projects that are identified in the Building and Facility 5-year work plan. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Storm Drainage Capital - Fund 425

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 349,448	Non-Departmental Expenses:	
		Reserves	\$ (8,669)
		Capital Projects	\$ 358,117
Total Resources Adjustments	<u>\$ 349,448</u>	Total Requirements Adjustments	<u>\$ 349,448</u>

Comments: Request re-appropriates funds for the capital projects not expended in FY12 into current year for Over/Under Channel, Asset Management Replacement projects and Firehouse Washrack Capital Projects. Reallocates programmed expenditures for projects that exceeded estimated actual in FY12. This action will bring the FY13 project budget in line with the 2013-2017 Capital Improvement Program as adopted by City Council for Mill Race Rehabilitation project. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Police Building Bond Capital Project - Fund 428

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 154,078	Capital Projects	\$ 155,078
Interest Income	1,000		
Total Resources Adjustments	<u>\$ 155,078</u>	Total Requirements Adjustments	<u>\$ 155,078</u>

Comments: Prior year fund expenses were less than predicted. Request authorizes use of carryover funds to acquire property for parking around the Justice Center.

Regional Wastewater Capital - Fund 433

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ (805,852)	Operating Expenses:	
		Public Works	\$ 424,595
		Non-Departmental Expenses:	
		Reserves	\$ (1,385,366)
		Capital Projects	\$ 154,919
Total Resources Adjustments	<u>\$ (805,852)</u>	Total Requirements Adjustments	<u>\$ (805,852)</u>

Comments: Request re-appropriates funds for the capital projects and equipment replacement not expended in FY12 into current year for: Effluent reuse Phase I, Primary Sludge Thickening, Wet Weather Flow Management, and other capital and equipment projects. Beginning cash adjustment is being made because prior year expenses were more than predicted and balance is being reallocated from reserves.

Street Capital - Fund 434

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 157,932	Non-Departmental Expenses:	
		Reserves	\$ 150,635
		Capital Projects	\$ 7,297
Total Resources Adjustments	<u>\$ 157,932</u>	Total Requirements Adjustments	<u>\$ 157,932</u>

Comments: Request re-appropriates funds for the capital projects not expended in FY12 into current year for South Bank Path Extension project. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

SDC Local Storm Improvement - Fund 440

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 66,323	Non-Departmental Expenses:	
		Reserves	\$ 44,857

		Capital Projects	\$ 21,466
Total Resources Adjustments	\$ 66,323	Total Requirements Adjustments	\$ 66,323

Comments: Request re-appropriates funds for the capital projects not expended in FY12 into current year for S 59th Street & Aster Street Drainage and Mill Race Stormwater Facility projects. Reallocates programmed expenditures for projects that exceeded estimated actual in FY12. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

SDC Local Storm Reimbursement - Fund 441

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 1,011	Non-Departmental Expenses:	
		Reserves	\$ 1,011
		Capital Projects	\$ -
Total Resources Adjustments	\$ 1,011	Total Requirements Adjustments	\$ 1,011

Comments: Request decreases capital project Pioneer Parkway Reconstruction and increases MS4 Permit Requirements to align the projects and funds with the approved capital plan budget. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Sanitary Sewer Reimbursement SDC - Fund 442

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 95,398	Non-Departmental Expenses:	
		Reserves	\$ 95,398
Total Resources Adjustments	\$ 95,398	Total Requirements Adjustments	\$ 95,398

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Sanitary Sewer Improvement SDC - Fund 443

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 398	Non-Departmental Expenses:	
		Reserves	\$ 398
Total Resources Adjustments	\$ 398	Total Requirements Adjustments	\$ 398

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

SDC Regional Wastewater Reimbursement - Fund 444

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 57,472	Non-Departmental Expenses:	
		Reserves	\$ 57,472
Total Resources Adjustments	<u>\$ 57,472</u>	Total Requirements Adjustments	<u>\$ 57,472</u>

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

SDC Regional Wastewater Improvement - Fund 445

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 610,578	Non-Departmental Expenses:	
		Reserves	\$ 610,578
Total Resources Adjustments	<u>\$ 610,578</u>	Total Requirements Adjustments	<u>\$ 610,578</u>

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

SDC Transportation Reimbursement - Fund 446

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 190,963	Capital Projects	\$ 190,963
Total Resources Adjustments	<u>\$ 190,963</u>	Total Requirements Adjustments	<u>\$ 190,963</u>

Comments: Reductions in the City participation in private projects are required in the FY13 budget as Transportation Reimbursement SDC revenues received in FY12 were less than forecasted. Re-appropriates the unspent funding from FY12 in the A Street Overlay and Thurston Road Overlay projects.

SDC Transportation Improvement - Fund 447

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 180,787	Non-Departmental Expenses:	
		Reserves	\$ 59,147
		Capital Projects	\$ 121,640
Total Resources Adjustments	<u>\$ 180,787</u>	Total Requirements Adjustments	<u>\$ 180,787</u>

Comments: Request re-appropriates funds for the capital projects not expended in FY12 into current year for Transportation System Plan and Beltline Gateway Intersection projects. Reallocates programmed expenditures for ITS - Gateway/Beltline that exceeded estimated actual in FY12. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Local Wastewater Operations - Fund 611

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 445,461	Operating Expenses:	
		Public Works	\$ 81,443
		Non-Departmental Expenses:	
		Reserves	\$ 364,018
Total Resources Adjustments	\$ 445,461	Total Requirements Adjustments	\$ 445,461

Comments: Reallocates funds due to reorganization of the Development & Public Works department. Re-appropriates funds for the capital projects not expended in FY12 into current year for Asset Management System Replacement Project. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Regional Wastewater - Fund 612

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 709,888	Operating Expenses:	
		Public Works	\$ 7,531
		Non-Departmental Expenses:	
		Reserves	\$ 702,357
Total Resources Adjustments	\$ 709,888	Total Requirements Adjustments	\$ 709,888

Comments: Reallocates funds due to reorganization of the Development & Public Works department. Authorizes an insurance reserves for MWMC property and liability insurance, to cover new higher deductible. Re-appropriates funds for contracted services from Galardi Consulting. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Ambulance - Fund 615

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ (5,448)	Non-Departmental Expenses:	
		Reserves	\$ (5,448)
Total Resources Adjustments	\$ (5,448)	Total Requirements Adjustments	\$ (5,448)

Comments: Beginning cash adjustment is being made because prior year expenses were more than predicted and balance is being reallocated from reserves.

Storm Drainage Operations - Fund 617

<u>Resources</u>		<u>Requirements</u>	
Beginning Cash Balance	\$ 660,212	Operating Expenses:	
		Development Services	\$ 3,994
		Public Works	44,585
		Total Operating Expense	\$ 48,579

Storm Drainage Operations Fund cont.

Non-Departmental Expenses:

Reserves \$ 611,633

Total Resources Adjustments \$ 660,212 Total Requirements Adjustments \$ 660,212

Comments: Reallocates funds due to reorganization of the Development & Public Works department. Re-appropriates FY12 funding for Stormwater Management Plan technical assistance and Demonstration Rain Garden UO Partnership. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Booth-Kelly - Fund 618

Resources

Beginning Cash Balance \$ 115,292

Total Resources Adjustments \$ 115,292

Requirements

Operating Expenses:

Development Services \$ 17,436

Non-Departmental Expenses:

Reserves \$ 97,856

Total Requirements Adjustments \$ 115,292

Comments: Reallocates funds due to reorganization of the Development & Public Works department. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Regional Fiber Consortium - Fund 629

Resources

Beginning Cash Balance \$ 21,092

Total Resources Adjustments \$ 21,092

Requirements

Non-Departmental Expenses:

Reserves \$ 21,092

Total Requirements Adjustments \$ 21,092

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Insurance - Fund 707

Resources

Beginning Cash Balance \$ 31,162

Total Resources Adjustments \$ 31,162

Requirements

Non-Departmental Expenses:

Reserves \$ 31,162

Total Requirements Adjustments \$ 31,162

Comments: Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Vehicle & Equipment - Fund 713

Resources

Beginning Cash Balance \$ 252,650

Requirements

Operating Expenses:

Fire & Life Safety \$ 21,500

Public Works 189,336

Total Operating Expense \$ 210,836

Vehicle & Equipment Fund cont.

Non-Departmental Expenses:

Reserves \$ 41,814

Total Resources Adjustments \$ 252,650 Total Requirements Adjustments \$ 252,650

Comments: Re-appropriates funds for the purchases made in FY12 for Street Grader and computr equipment. Fire & Life Safety request funds to purchase the Zoll Data Systems Membership module. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

SDC Administration

Resources

Beginning Cash Balance \$ 95,105

Total Resources Adjustments \$ 95,105

Requirements

Operating Expenses:

Fire & Life Safety \$ 3,136

Non-Departmental Expenses:

Reserves \$ 91,969

Total Requirements Adjustments \$ 95,105

Comments: Reallocates funds due to reorganization of the Development & Public Works department. Re-appropriates funds for the Asset Management System Replacement Project not fully expended in FY12. Beginning cash adjustment is being made because prior year expenses were less than predicted and balance is being placed into reserves.

Total Resources Adjustments \$ 10,031,924 Total Requirements Adjustments \$ 10,031,924

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

Adopted by the Common Council of the City of Springfield this 15th day of October, 2012, by a vote of _____ for and _____ against.

Attest:

Mayor Christine L Lundberg

City Recorder Amy Sowa

REVIEWED & APPROVED
AS TO FORM
[Signature]
DATE: 10/10/12
OFFICE OF CITY ATTORNEY



27 September 2012

Council Members,

We hope you will join the SUB board in opposing the proposed Knife River mining project. Mayor Lundberg was quoted in this morning's newspaper saying that fears that our city's water quality could be damaged or ruined by the project were "speculation on SUB's part."

There is a way to put those fears to the test. Let the mine proceed and deal with the problems (like all extraction industries the mining company will assure us there will never be any) if our city's water is damaged or ruined. The mine would be operating after the two of us, and most likely even the youngest members of the council are dead. Your action, or lack of it on this matter will affect our city for a long time.

We have great water quality in Springfield. It is one of our most precious possessions. Please protect it!

Sincerely,

Craig and Pam Enberg
725 D Street

A handwritten signature in cursive script that reads "Craig Enberg".

A handwritten signature in cursive script that reads "Pamela Enberg".

MARY SALINAS
1133 OLIVE ST #220
EUGENE, OR 97401



EUGENE OR 974
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SPRINGFIELD CITY COUNCILORS
SPRINGFIELD MAYOR
225 5TH ST.
SPRINGFIELD, OR 97477

3747744671 

"THIS BITTER EARTH"

WRITTEN BY CLYDE OTIS
SUNG BY DINA WASHINGTON
THE LAST TRACK ON THE
MOVIE "SHUTTER ISLAND"

THIS BITTER EARTH
WELL WHAT A FRUIT IT BEARS.
THIS BITTER EARTH

AND IF MY LIFE WERE LIKE THE DUST
THAT HIDES THE GLOW OF A ROSE

WHAT GOOD AM I?
HEAVEN ONLY KNOWS.

THIS BITTER EARTH
YES, CAN BE SO COLD.
TODAY YOU'RE YOUNG
TOO SOON YOU'RE OLD.

BUT WHILE A VOICE WITHIN ME CRIES
I'M SURE SOMEONE MAY ANSWER MY CALL
AND THIS BITTER EARTH
MAY NOT BE SO BITTER AFTER ALL.

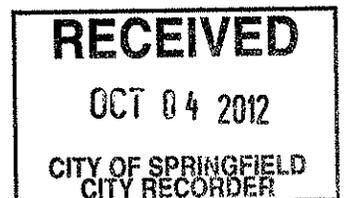
THIS BITTER EARTH, THIS BITTER EARTH
WHAT GOOD IS LOVE THAT NO ONE SHARES?

AND IF MY LIFE IS LIKE THE DUST
THAT HIDES THE GLOW OF A ROSE

WHAT GOOD AM I?

WHAT GOOD AM I?

HEAVEN ONLY KNOWS.



OCTOBER 2, 2012

I'M CALLING FOR A GRAND JURY INVESTIGATION OF LANE COUNTY, OREGON.

MIND YOU, IT HAS TAKEN A WHILE TO PUT THIS ALL TOGETHER.

WHEN I LIVED IN SPRINGFIELD, OR., FOR 2½ YEARS, I WAS TERRIFIED BY THE DEMEANOR OF THE BLACK PEOPLE. THEY WERE NOT THREATENING TO ME IN THE LEAST. IT WAS THE OPPOSITE. MOST OF THEM DID NOT LOOK AT ME. OR ANYONE AROUND THEM, EXCEPT OF COURSE THEIR FAMILY AND FRIENDS. THEY LOOKED SOMEWHERE ELSE. INTO THEMSELVES. NOT AROUND. NOT ANGER. NOT FEAR. SOMETHING ELSE. HOLDING THEMSELVES.

YOU KEEP MOST BLACK PEOPLE IN SPRINGFIELD, PARTICULARLY AROUND WHERE I LIVED. NOT AT 2487 PHEASANT, WHICH WAS AN ISLAND OF ALMOST ALL WHITE PEOPLE. RAJ, THE MANAGER THERE SAID TO A WOMAN I KNEW, "HURRY UP AND RENT THAT APARTMENT BEFORE ANY SPANISH PEOPLE SHOW UP." AND I AM INCLUDING MY AMAZING ACCOUNT OF WHAT EVEN WE WHITES EXPERIENCE THERE.

THE APPEARANCE ON THE FRONT PAGE OF THE REGISTER GUARD TODAY OF VINCENT MULLIER AS A CANDIDATE FOR A JUDGE IN THE LANE COUNTY CIRCUIT BLEW ME AWAY. I DON'T HAVE ANY BETTER WORDS FOR IT. I WILL NOW WRITE MY ACCOUNT OF WHAT IT WAS LIKE TO HAVE HIM AS MY PUBLIC DEFENDER THERE, HOW I WAS BRUISED BY 2 DIFFERENT POLICEMEN, HOW I HAD TO APPEAR IN COURT THERE 5 TIMES OVER 10 MONTHS FOR THE SIMPLE ACCUSATION OF

ENTERING MY NEXT DOOR NEIGHBOR'S APARTMENT AND SCREAMING AT HER. WHAT WOULD HAVE BECOME OF ME IF I WERE A PERSON OF COLOR? I WAS INNOCENT.

I HAVE DOCUMENTED MANY TERRIBLE THINGS THAT HAVE HAPPENED TO ME HERE IN LANE COUNTY.

THE EMBARRASSING, RATHER UNBELIEVABLE BEHAVIOR OF LANE COUNTY COMMISSIONERS HAS BEEN FRONT PAGE NEWS.

WHAT KIND OF HORRORS ARE HAPPENING IN YOUR TAILS?

I CAN PUT ALL OF THIS TOGETHER AS A RELATIVELY WELL BEHAVED, NAIVE CITIZEN.

WHAT KIND OF HORRIBLE, HORRIBLE THINGS ARE YOU GUILTY OF? THE POLICE INVOLVEMENT WITH THE MISSION; THE MOST HORRIBLE THING I HAVE EVER HAD TO CONTEMPLATE - SADISTIC, PROBABLY FATAL CHILD PORNOGRAPHY, AT THE MISSION.

I CAN ONLY WRITE SO MUCH. THERE ARE MANY DETAILS THAT I'VE LEFT OUT AND I HAVE BEGUN TO SUSPECT THAT MANY OF YOU ALREADY KNEW ALL OF IT.

MARY SALINAS

1133 OLIVE ST. #220

EUGENE, OR 97401

I'M ASHAMED TO BE FROM HERE; BUT I WASN'T BORN HERE.

DEAR POLICE COMMISSION,

OCT. 2, 2012

I PASSED THE NOTE TO PASTER ^{DAN} THAT I WOULD BE WATCHING HIS CHURCH WITH A CAMERA JUST LAST NIGHT AND ALREADY TODAY A MAN WHOSE NAME IS RICK WAS IN OLIVE PLAZA PARKING LOT.

I MET RICK JUST A WEEK OR TWO AFTER MOVING HERE. I MOVED HERE WITH A MAN WHOM I'D KNOWN FOR 10-12 YEARS. HE WOULDN'T WORK SO I MADE HIM MOVE BACK TO COLORADO AFTER 9 MONTHS. HE'S NEITHER HERE NOR THERE, BUT - HE HAD TO HAVE MARIJUANA, AND IT TOOK HIM ONLY A COUPLE OF DAYS TO MEET SOMEONE IN SKINNER'S BUTTE PARK TO BUY IT FROM. "DON'T BRING HIM HERE," TO THE APARTMENT, BUT HE DID. RICK. JUST OUT OF JAIL.

I RAN INTO RICK INFREQUENTLY. HE WAS FRIENDLY TO ME. I MAINLY SAW HIM ON BUSES. WHEN I SAW HIM ALWAYS AT THE OCCUPY ENCAMPMENT, UNDER THE BRIDGE, I KNEW SOMETHING WAS UP BECAUSE HE HATED "TREE HUGGERS." HIS FAMILY OF LOGGERS HAD BEEN NEGATIVELY IMPACTED BY THEM. I DIDN'T SPEAK TO HIM THEN AND I HAVEN'T SINCE, BUT HE'S USUALLY IN THE FREE SPEECH PLAZA ON SATURDAYS.

I DON'T KNOW IF HE REALIZES THAT I'M AWARE OF HIM, AT THE PLAZA OR AT THE OCCUPY ENCAMPMENT. PEOPLE DON'T KNOW MY CHARACTER AND ASSUME I'M JUST AN OLD LADY.

RICK IS JUST SHORTER THAN I AM. STRONG BUT SLENDER. LONG HAIR. GRAYING DARK HAIR. QUICK TO ANGER, AS WHEN I CALLED HIM MIKE IN THE PARKING LOT NOW. "I'M RICK," NOT WHATEVER THE FUCK YOU JUST SAID... " HE'S GOT THE EVIL EYE. TODAY HE IS HIS HEALTHY SELF. SOMETIMES HE'S VERY MESSED UP LOOKING. JUST TUCK THIS AWAY. A WAA WAA WHITE MAN.

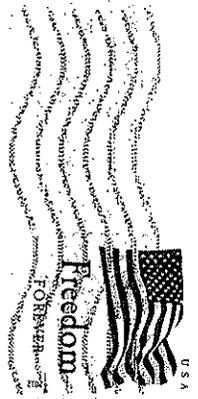
MARY SALINAS

HE WAS VERY LIKELY INVOLVED IN THE SACRIFICIAL MURDER OF MR. YOUNGBLOOD, AT OCCUPY.

THERE'S A NEW 'STAKE OUT' AT THE POST OFFICE. YOU KNOW HOW.

MARI SALINAS
1133 OLIVE ST #220
EUGENE, OR 97401

EUGENE OR 974
05 OCT 2012 PM 2 L



SPRINGFIELD CITY COUNCILORS
225 5TH ST.
SPRINGFIELD, OR ~~97477~~ 97477

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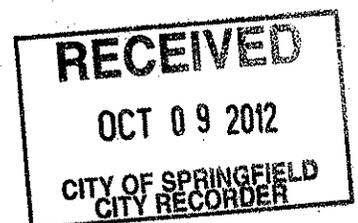


BORIS PASTERNAK

About Zhivago and His Poems BY FRANK O'HARA

Zhivago has not written the poems he wanted to, nor the poems we expected (except for the one on St. George); in the course of creating the poems he has become not the mirror of the life we know, but the instrument of its perceptions, hitherto veiled. This is the major expression of a meaning which Pasternak has implied often in the novel proper. The human individual is the subject of historical events, not vice-versa; he is the repository of life's force. And while he may suffer, may be rendered helpless, may be killed, if he has the perceptiveness to realize this he knows that events require his participation to occur.

"As he scribbled his odds and ends, he made a note affirming his belief that art always serves beauty, and beauty is delight in form, and form is the key to organic life, since no living thing can exist without it, so that every work of art, including tragedy, expresses the joy of existence. And his own ideas and notes also brought him joy, a tragic joy, a joy full of tears that exhausted him and made his head ache."



YOU DON'T KNOW HOW BIG THE UNIVERSE IS UNTIL
YOU'RE HOMELESS. NO ONE LOVES YOU. YOU HAVE FAILED.
YOU'RE SO WORTHLESS THAT THE LAWS OF THE UNITED
STATES DON'T APPLY TO YOU.

AT NIGHT SOMETIMES THE SKY IS HUGE.
AND YOU SO UNLOVED. SO SMALL. IF YOU DIE
NO ONE WILL EVEN KNOW.

AND IF YOU'RE LUCKY, YOU WILL HAVE A

SILENT NIGHT.

MISS MARY, STILL.

OCT. 4, 2012

YOU CAN NEVER SAY YOU WERE NEVER TOLD, OR THAT MARY SALINAS DIDN'T TRY, DIDN'T ASK. I BEGGED YOU ONCE UPON A TIME.

I WAS STANDING AT A BUS STOP, CLOSE TO MY HOME. ~~PIOUSE~~ PARKWAY AND HAYDEN BRIDGE ROAD. EINY. SATURDAY MORNING.

A POLICE CAR PULLED UP AND AN ANGRY POLICE MAN GOT OUT, APPROACHED ME AND SAID, "SHOW ME YOUR I.D." WHY? "SHOW ME YOUR I.D.!" WHAT DID I DO? "YOU DID CRIMINAL TRESPASS.. SOMETHING OR OTHER. NO I DIDN'T." "SHOW ME YOUR I.D.!" I HAD MY WALLET OUT BUT I'M TIRED OF THE COPS. I PUT MY HAND TO MY FOREHEAD AND SAID, LET'S SEE NOW. WHEN DO I HAVE TO DO THAT? AND I WAS TRYING TO REMEMBER ALL THE ADVICE I'D BEEN GIVEN ABOUT WHAT YOU DO OR DON'T HAVE TO DO WHEN THE COPS ROUST YOU. BUT THAT SIMPLE MOVEMENT ENFURIATED HIM. HE JERKED ME AROUND, STRIPPED ^{ME} OF MY BACKPACK, MY WALLET WENT FLYING AND HE THREW ME ONTO THE BACK HOOD OF HIS VEHICLE. BUT IT MADE MY FEET SLIP OFF OF THE CURB, WHICH IS TWICE AS DEEP AT BUS STOPS, TO ACCOMMODATE WHEEL CHAIRS AND BUSES. SO MY FEET LANDED QUITE A WAYS DOWN AND MY BODY SLAMMED ONTO THE POLICE CAR. I IMMEDIATELY PUT MY HANDS BEHIND MY BACK AND HE PUT THE CUFFS ON VERY TIGHT. HE RIFLED THROUGH MY BACK PACK AND PUT ME INTO THE CAR. THIS ^{IS} HIS NAME - OFFCR. CONRAD. IT LEFT A BRUISE AT LEAST 6 INCHES ACROSS, 2 INCHES WIDE ON MY UPPER THIGH. A DAY LATER IT WAS A HARD HUMP. A WEEK AND A HALF LATER MY DOCTOR RECORDED THE STILL VISIBLE BRUISE.

WHEN I GOT TO THE POLICE STATION, THE SHERIFF'S DEPARTMENT

IN EUGENE, A SHORT FEMALE COP, WHOSE NAME I DIDN'T GET, BEAT ME AGAIN. MY DOCTOR RECORDED THE FINGER MARKS STILL VISIBLE ON MY UPPER RIGHT ARM.

HAVE YOU EVER BEEN ARRESTED, AS A POOR PERSON?

ON THIS DAY, IT WAS VERY SCARY BECAUSE THAT POLICE WOMAN SCREAMED AT ME "STAND HERE! FACE TO THE WALL! HANDS ON THE WALL!" WHICH I DID, BUT I LOOKED BACK OVER MY RIGHT SHOULDER WHICH ENFURRIATED HER. SHE GRABBED MY RIGHT UPPER ARM AND SHOOED ME INTO THE WALL. "I SAID...!!!"

AS MR. VINCENT MULIER, MY PUBLIC DEFENDER LATER SAID, "YOU MUST HAVE BEEN GUILTY OR THEY WOULDN'T HAVE ARRESTED YOU."

I'M TOO TIRED TO WRITE THE REST. HE SAID REPULSIVE THINGS TO ME. I WOUND UP DEFENDING MYSELF IN 3 MORE COURT APPEARANCES.

THE JUDGE TOLD ME ON MY FIRST APPEARANCE, "YOU COULD GO TO JAIL FOR ONE YEAR FOR THIS." AND HE WAS SO RELUCTANT TO LET ME GO 10 MONTHS LATER.

JUDGE VINCENT MULIER. I DON'T THINK SO, BUT THEN AGAIN, THIS IS LANE COUNTY.

MARY SALINAS

YOU KNOW WHERE I AM IF ANY OF YOU EVER WOULD WANT TO ASK ME ABOUT ANYTHING. I DO FAVORS FOR YOU.

AGENDA ITEM SUMMARY

Meeting Date: 10/15/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Peter Fehrs / HR
Staff Phone No: x3786
Estimated Time: 5 minutes
Council Goals: Mandate

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE:

**RATIFICATION OF AGREEMENT BETWEEN THE CITY AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) LOCAL 1148.**

**ACTION
REQUESTED:**

Approve the AFSCME Collective Bargaining Agreement for FY 2013-FY 2015.

**ISSUE
STATEMENT:**

The purpose of this presentation is to update the Council on progress made with AFSCME in reaching tentative agreements as well as settling a three-year contract.

ATTACHMENTS: 1. Updated Council Briefing Memo

**DISCUSSION/
FINANCIAL
IMPACT:**

The bargaining teams met on September 20th, 2012 in mediation to settle the contract. During that meeting the teams reached agreement on several outstanding items and agreed on a total contract. We now seek approval from the council; AFSCME has ratified the contract through membership voting.

MEMORANDUM

City of Springfield

Date: 10/15/2012
To: Gino Grimaldi **COUNCIL**
From: Greta Utecht/Peter Fehrs, HR **BRIEFING**
Subject: Ratification of Tentative Agreement between the **MEMORANDUM**
City and American Federation of State, County
and Municipal Employees (AFSCME) Local 1148

ISSUE: The City and AFSCME Local 2831 (“Union”) have concluded labor negotiations for a new three-year contract and the Union has ratified the tentative agreement. In alignment with previous Council direction, this agreement will cost the City approximately \$117,000 over the life of the contract if approved by the Council.

COUNCIL GOALS/MANDATE:

Financially Responsible and Stable Government Services

BACKGROUND:

AFSCME represents our Public Works-Maintenance employees, with a total of 38 represented members. The City’s collective bargaining agreement with AFSCME expired June 30, 2012. The City began bargaining with AFSCME in March 2012 for a new contract, met with a mediator in September, and now have a tentative agreement for a new three-year contract.

AFSCME presented several proposed language changes to the collective bargaining agreement, affecting working hours, salary, holiday pay, special projects pay, time off, sick leave, workers compensation, seniority, layoff, acting-in-capacity pay, and compensatory time.

The City has proposed language changes regarding temporary employees, probationary period, grievance, stacking of pay, the sick leave reserve program, leave without pay, vacation, and outside employment.

History

Along with the rest of general service employees, AFSCME members went through the City’s recent classification plan and compensation plan changes. At that time, the City brought these positions closer to market. AFSCME members received a 2% “down payment” on the new compensation plan on Dec. 31, 2010. On Jan. 1, 2011, AFSCME members were moved onto a new, seven-step compensation plan at the closest higher step compared with their then-current salary. On July 3, 2011, AFSCME wages were increased by 1.5%.

Comparable Communities

In preparation for bargaining, the City looked to comparable communities – Albany, Bend, Medford, Lane County, and Eugene – for salary statistics. When the City underwent its compensation and classification study, it used the City’s Maintenance Tech. Journey position as

a benchmark position on which to base all AFSCME salaries. Springfield is a unique city among our comparables in that our Maintenance Tech. Journey is a generalist position; all other cities split the duties of the position between two separate positions, a “lead worker” and a “maintenance worker.” Therefore, the salary for our Maintenance Tech position incorporates some of the salary from the “lead” position, with the understanding that our Journeys will perform lead work some days of the year. This effectively places this position between “lead” and “maintenance.”

That said, the results of our survey show that our Maintenance Tech. Journey position is 4.0% above average at the midpoint (which is the standard comparative data point.) Human Resources ascribes 3% of the differential to the lead aspects of our position, which places our AFSCME employee approximately 1% ahead of the market.

At the beginning of bargaining, the City signaled to AFSCME that at least one year of the contract should have no salary adjustment. The City’s finance department has indicated that a large increase in PERS costs will occur in the second year of the contract and bears a substantial cost.

During bargaining, AFSCME floated several proposals for salary adjustments. One, in salary alone, would cost up to \$160,000. Their proposal is based on the consumer price index (CPI), with a 2.9% adjustment in the first year, nothing in the second year, and a 2-4% increase in the third year (based on CPI). Factoring in other costs of the their proposed changes, their proposal comes closer to \$190,000 over a three-year period.

The City proposed smaller salary changes. Although we recognize that AFSCME is currently slightly ahead of their comparables, over the next three-year period, our market comparables will most likely provide salary increases to their public works units. The City’s goal is to stay current with market.

Tentative Agreement:

Our settled contract proposal costs \$117,000. Approximately \$96,500 of this amount will be used to fund salary adjustments. Under this scenario, the City would offer a cash payout of \$600 to all AFSCME employees in the first year, nothing in the second year, and a 3.0% increase in the third year of the contract.

The advantage of offering payment in the first year versus the second is to avoid increasing the ongoing base cost of our compensation plan, which would compound the impact of the PERS increase in the second year of the contract. Then, with no COLA the second year, it helps defray the PERS and sets up a dynamic for bargaining with SEIU and SPA in 2013.

Finally, an adjustment in the third year allows the City to keep consistent with market. This proposal still achieves the goals of the City over the life of the contract, but in a more cost-effective fashion. These adjustments should keep our employees in line with similar communities in Oregon.

The proposed contract will also cost the City up to \$20,500 to implement language changes:

- We will fund a new sick leave conversion system which will incentivize employees to better manage their sick leave. Currently, only one AFSCME member would be eligible for this

program, but in the future an employee would have to save ten years worth of sick leave in order to qualify. Under this program, an employee could convert accrued sick leave on a percentage basis into a Health Reimbursement Account. This helps employees save for retirement healthcare, which may aid in earlier retirements and foster better use of sick leave. Currently this proposal would cost approximately \$500 per year, but will cost more if more employees became eligible.

- These funds will be used to alter Workers' Compensation and holiday pay to bring our contract in line with comparably sized communities. Under our existing workers compensation plan, employees must use their own sick leave for the first three days when out due to a work-related injury. On the fourth day of an approved claim, SAIF begins to pay time-loss. The proposal is that the City would pay for these three days on major injuries requiring time-loss. We would require employees to sign over their time-loss checks to the City, saving administrative costs and time. Based on five years of experience, the cost to the City will be \$1,500 per year, but will be partially offset by administrative savings.
- Our holiday pay currently provides time-and-a-half overtime for when an employee has to work during a holiday. AFSCME's proposal is that if the holiday falls on a weekend and an employee is called in, the employee should be paid double time. Some of our comparable communities are more generous than this, effectively stacking two time-and-a-half bonuses on these holiday weekend days. Given the relative rarity of a major holiday storm event, and the fact that this could only occur three times per year (New Year's Day, Independence Day, and Christmas Day), we believe the risk and cost are low.

While we believe we will not need the entire \$20,500, some of these language changes involve uncertainty in the number of AFSCME members affected and therefore we are looking at conservative estimates.

After reviewing our options, the City believes our proposal, with a cash payout and a later-year modest salary adjustment, will keep AFSCME members in line with employees performing the same work in like-sized communities. Additional language changes bear a cost, but also help bring the contract in line with similar contracts and have the potential to incentivize better behavior or offset administrative costs.

RECOMMENDED ACTION:

Approve the proposed contract with AFSCME, running from July 1, 2012 until June 30, 2015.
