



City Council Agenda

Mayor
Christine Lundberg

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

City Manager:
Gino Grimaldi
City Recorder:
Amy Sowa 541.726.3700

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

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.

July 1, 2013

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

CALL TO ORDER

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

1. Spring Clean-up Discussion.
[Brian Conlon] (30 Minutes)
2. Cooperative Agreement for Low Cost Spay and Neuter Services for Cat Owners.
[Mike Harman] (30 Minutes)

ADJOURNMENT

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT

1. Trig Star Competition Recognition.
[Jon Driscoll] (05 Minutes)

CONSENT CALENDAR

1. Claims
2. Minutes
 - a. June 10, 2013 – Work Session
 - b. June 17, 2013 – Work Session
 - c. June 17, 2013 – Regular Meeting
3. Resolutions
4. Ordinances
 - a. ORDINANCE NO. 1 – AN ORDINANCE VACATING A 320-FOOT LONG BY 60-FOOT WIDE SEGMENT OF 31ST STREET RIGHT-OF-WAY, WHICH LIES SOUTH OF PIERCE PARKWAY AND NORTH OF MARCOLA ROAD (SECOND READING).
5. Other Routine Matters
 - a. Approval of Liquor License Endorsement for Walmart #4178, Located at 2730 Gateway Street, Springfield, Oregon.
 - b. Approval of Liquor License Endorsement for LaVelle Vineyards, Located at 400 International Way, Suite 130, Springfield, Oregon.
 - c. Authorize City Manager to Sign a Contract Extension with Oregon Apparatus Repair, Inc. for Maintenance and Repair of Fire Apparatus.
 - d. Authorize City Manager to Sign a Revenue Contract with Life Flight Network, LLC for FireMed Administrative Services.
 - e. Approve a Motion to Waive the Requirement for Newspaper Advertisement of Requests for Proposal (RFP) Exceeding \$100,000 and Allow the City Manager to Award and Sign the P41020 Channel 6 Stormwater Master Plan Contract upon Completion of Contract Negotiations.
 - f. Approve Cost of Living Increase of 2.2% for City Manager Gino Grimaldi, Effective May 6, 2013.

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.

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

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

BIDS

ORDINANCES

BUSINESS FROM THE CITY COUNCIL

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

BUSINESS FROM THE CITY MANAGER

1. Cooperative Agreement for Low Cost Spay and Neuter Services for Cat Owners. (05 Minutes)
[Mike Harman]

MOTION: AUTHORIZE THE CITY MANAGER TO ENTER INTO A COOPERATIVE PARTNERSHIP WITH WAG TO PROVIDE TRANSPORTATION AND LOW COST SPAY/NEUTER SERVICES FOR CATS.

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
Meeting Type: Work Session
Staff Contact/Dept.: Brian Conlon, DPW
Staff Phone No: 541-726-3617
Estimated Time: 30 minutes
Council Goals: Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE:	SPRING CLEAN-UP DISCUSSION
ACTION REQUESTED:	Staff provides the Council with a few options to help inform a discussion about the prospect of a second city-wide clean-up or new customer service outreach; staff recommends that the Council discuss options and direct staff how to proceed.
ISSUE STATEMENT:	At the February City Council Goal Setting Session the Council requested staff to investigate the possibility of expanding the annual Citywide Spring Clean-up to include a second event that will continue to foster customer service and community pride.
ATTACHMENTS:	<ol style="list-style-type: none">1. Council Briefing Memorandum2. Team Springfield Promise Neighborhood Project Ideas List
DISCUSSION/ FINANCIAL IMPACT:	<p>The City's annual Spring Clean-up continues to be a very popular program that provides City staff and volunteers a unique opportunity to connect with citizens on a more personal level. The Mayor and Council asked staff to explore adding a second annual clean-up or a new program initiative that will provide the same positive interaction with our customers and value to the community. Staff evaluated the following options:</p> <ol style="list-style-type: none">1. Hold the Clean-up twice a year by adding it in the late Fall or early Winter In assessing providing a twice annual clean-up, we unfortunately discovered that our invested partners Sanipac, Lane County Solid Waste, NextStep, St. Vincent de Paul, Schnitzer Steel, and Habitat for Humanity are not able to absorb the significant operating costs associated with a second event. Staff estimates a project budget of \$40K-50K would be needed to essentially duplicate the current Clean-up.2. Engage the Team Springfield partners in collaborating on some project prospects in the Springfield "Promise Neighborhood" catchment A possible two-for-one approach is to attract youth volunteers by incorporating the Youth Day Of Caring annual event and the Promise Neighborhood project(s). Some initial project ideas include: a focused clean-up in the Springfield catchment area; general neighborhood beautification; improve pedestrian way finding; and safe route to schools enhancement. Initial project(s) estimate \$10K-\$20K.3. Coordinate a citywide volunteer effort to do graffiti abatement in public right-of-way and on private properties A citywide graffiti removal project would enhance city beautification and promote safer neighborhood environments. Initial project estimate \$5K- \$10K.4. Provide a pick-up service for the elderly and disabled citizens allowing them an outlet to dispose or recycle their large unwanted items. Elderly and disabled citizens often do not possess the ability to dispose of large unwanted belongings. This can be an issue of their inability to transport and or pay for the steeper cost of disposing of their larger items. Initial project estimate \$5K-\$15K.

Date: July 1, 2013
To: Gino Grimaldi, City Manager
From: Brian Conlon, Operations Division Manager
Greg Ferschweiler, Operations Supervisor
Len Goodwin, DPW Director
Subject: Spring Clean-Up Discussion

**COUNCIL
BRIEFING
MEMORANDUM**

ISSUE:

At the February City Council Goal Setting Session the Council requested staff to investigate the possibility of expanding the annual Citywide Spring Clean-up to include a second event that will continue to foster customer service and community pride. In more recent informal conversations with the Council, a consistent theme that came through is the over arching objective to do an additional event that achieves the same positive interaction with our customers. Staff now provides the Council with a few options to help inform a discussion about the prospect of a second citywide clean-up or new customer service outreach.

COUNCIL GOALS/**MANDATE:**

Preserve Hometown Feel, Livability, and Environmental Quality

BACKGROUND:

The City's annual Citywide Spring Clean-up continues to be a very popular program that provides City staff and volunteers a unique opportunity to connect with citizens on a more personal level. The Mayor and Council have long supported this 25-year program that provides Springfield residents a recycling alternative to disposing of their unwanted items such as appliances, computers, electronics, metals, scrap lumber, tires, yard debris, etc. The Council recognizes the many benefits of providing this useful service and desires to explore adding a second annual clean-up or a new program initiative that will provide value to the community.

DISCUSSION:

In developing some options we first evaluated holding the Clean-up twice a year potentially adding it in the late Fall or early Winter. Unfortunately, we discovered that our key partners in Sanipac and Lane County Solid Waste are not able to absorb the significant operating costs they incur. The same is true for partners such as NextStep, St. Vincent de Paul, Schnitzer Steel, and Habitat for Humanity that also incur labor and equipment rental costs. Consequently, although this option is feasible we estimate a project budget of \$40K-50K to essentially duplicate the Spring Clean-up which is primarily funded by the Transient Room Tax. It is probable that we will need to seek other funding sources to support an additional cleanup.

A second option that appears to hold good potential is to further engage the Team Springfield partners in the "Promise Neighborhood" initiative lead by United Way of Lane County. Individual projects or a combination of projects could be focused around the Springfield Twin Rivers Dos Rios and Brattain Elementary catchment area. Some initial Promise Neighborhood

project ideas include: a second clean-up focused in the Springfield Promise Neighborhood catchment area; general neighborhood beautification; improve pedestrian way finding at crosswalks and street signs; and safe route to schools enhancement. Another possible two-for-one approach is to attract youth volunteers by incorporating the Youth Day Of Caring annual event and the Promise Neighborhood project(s). These projects could potentially be one-day events done during normal weekday business hours which would help to minimize staff overtime costs for DPW Operations' Division staff.

Other projects to consider are city-wide graffiti removal in public right-of-way and/or private properties, and large item pick-up for the elderly and disabled.

Potential Projects Evaluation

As mentioned previously the Spring Clean-up is popular with our citizens and effective toward the objectives of improving customer service and reducing unsightly debris from private property and public right-of-way. Because several of our partners that are vital to the event have indicated that they can't either financially or logistically contribute to a twice annual event, the City will likely need to cover the entire cost estimated at \$40K-\$50K – funding source not identified. Pros/Challenges:

- ❖ Pros: Clean-up is well established and has a history of success; citizens are familiar with the event, therefore very little additional planning will be required; quick to organize and market; offers additional outlet for folks to dispose of unwanted items.
- ❖ Challenges: Operating costs are potentially cost prohibitive; some partner agencies may not participate; may experience difficulty recruiting volunteers and staff.

A focused project initiative in the Springfield Promised Neighborhood presents a broad spectrum of opportunities. The Team Springfield partners have recently discussed initial project ideas that could target the Springfield Promise Neighborhood (see attachment 2 – Team Springfield Promise Neighborhood Project Ideas summary). Individual projects or a combination of projects could be targeted in the Springfield Twin Rivers Dos Rios and Brattain Elementary catchment area. Project ideas include doing a general neighborhood beautification where the entire community comes together for a second clean-up; improve pedestrian way finding at crosswalks and street signs; safe route to schools enhancement; graffiti removal, etc. One prospect would be to integrate the annual Youth Day of Caring projects where Springfield School District, City staff, and volunteers get together once annually to perform a variety of community clean-up/beautification projects. Initial project(s) estimate \$10K-\$20K – funding source not identified (project costs could potentially be shared by Team Springfield partners).

- ❖ Pros: Supporting the Promise Neighborhood initiatives aligns with Council Goals for improving customer service and diversity and inclusion goals; projects could be coordinated with various service groups and community volunteers; attractive in working with youth volunteers similar to Youth Day of Caring; could be targeted in the Springfield Twin Rivers Dos Rios and Brattain Elementary catchment area; projects could be accomplished during regular work hours minimizing staff overtime; may solidify Team Springfield partnering.
- ❖ Challenges: Additional operating costs are currently not budgeted; coordinating projects and recruiting volunteers/service groups; risk management and legal waivers for work performed on public or private property may be needed; some citizens may view this initiative as not benefitting the broader community.

Graffiti Vandalism Removal

Graffiti, sometimes referred to as “tagging”, is a form of vandalism or defacement of public or private property. It is the most common type of property vandalism and virtually exists in all neighborhoods of the City. Graffiti is not simply a maintenance problem on public property but private property as well. A citywide graffiti removal project would enhance city beautification and promote safer neighborhood environments. Initial project estimate \$5K- \$10K – funding source not identified.

- ❖ Pros: Engaging the community in a project of this type increases community awareness towards this problem and promotes City pride; deterrent for on-going graffiti/vandalism; improves the general appearance of public and private properties; could be accomplished during regular work hours; engages community participation; solidify Team Springfield partnering.
- ❖ Challenges: Risk management and legal waivers for work performed on public or private property may be needed; general coordination of graffiti locations and work party mobilizations; additional operating costs are currently not budgeted; staff time to coordinate and market projects.

Large item pick-up for the elderly and disabled

Elderly and disabled citizens often do not possess the ability to dispose of large unwanted belongings. This can be an issue of their inability to transport and or pay for the steeper cost of disposing of their larger items. One element of the Spring Clean-up that is not advertised is pickup of large appliances for the elderly and/or disabled. City staff currently picks up appliances during Spring Clean-up when arranged by request. Initial project estimate \$5K- \$15K – funding source not identified.

- ❖ Pros: Social value in providing service to the elderly and disabled population; could be accomplished during regular work hours; serves Springfield citywide; volunteers could assist staff; improves the general appearance of public and private properties; solidify Team Springfield partnering.
- ❖ Challenges: Perception that project does not serve all populations; additional operating costs (such as tipping fees) are currently not budgeted or difficult to estimate; requires heavy lifting or equipment; risk management and legal waivers for work performed on public or private property may be needed; defining parameters and criteria for citizens receiving the service.

RECOMMENDED ACTION: Staff recommends that the Council discuss potential project options and direct staff how to proceed.

TEAM Springfield & Promise Neighborhood Opportunities

(Generated by the City of Springfield)

TEAM Springfield Partnership Opportunities in the Promise Neighborhood...

TEAM Springfield leaders and partners are sensitive to the need for engagement and partnership with residents in the Promise Neighborhood. How TEAM Springfield and United Way engage with residents to partner on TEAM Springfield project ideas is vital. Creating open dialogue and exchange of ideas will be a necessary first step in the vetting and possible implementation of many listed projects. As part of the project identification, TEAM Springfield will provide an opportunity for the neighborhood to establish a vision, weigh in on initial project ideas while also proposing others and, ultimately, bring that vision to reality.

City staff met with United Way of Lane County to discuss ways TEAM Springfield might get involved in the Springfield Promise Neighborhood. The topics discussed and summarized below, as well as projects, are initial ideas to generate further conversation with TEAM Springfield partners and neighborhood residents. These ideas align with issues and concerns raised by community members within the neighborhood.

Policy Support and Research

- **Grant and funding relationship leverage.** Work to advocate and provide input and support on UW Promise Neighborhood grant submittals.
Next Step for Implementation: This work is already occurring informally but might be integrated into organizational goal language for acknowledgement and monitoring. United Way and TEAM Springfield staff should meet to discuss areas of funding need and grant partnering opportunities. Each organization might assign a staff liaison as a point of contact for United Way grant author questions, feedback, or advocacy needs. This initial step may not require extensive community outreach. TEAM Springfield staff should examine opportunities to seek grants for neighborhood projects. The City might leverage its relationship with Smith, Dawson & Andrews to provide assistance in identifying and applying for grant funds.
- **Compile/code parcel or block level data.** Utilize existing data (LLC, RLID) and include review of Leonard 2011 Systemic Neighborhood Observations case study.
Next Step for Implementation: Initiate a meeting between GIS specialists working within each TEAM Springfield organization and United Way to discuss data available and gaps in information. This initial step may not require extensive community outreach.
- **Assess crime data** specific to the area. Look for built environment improvements where needed, such as lighting
Next Step for Implementation: Initiate a meeting with City (PD, DPW) and SUB staff to discuss best practices and outline a process for identifying areas for infrastructure improvements.
- **Mobility research.** Work to understand why and where families move.
Next Step for Implementation: This work would likely include extensive outreach to families within the Promise Neighborhood. First steps might include identification of desired outcomes and planning for outreach functions/activities.

Beautification and Program Opportunities

Next Step for Implementation: The project opportunities listed below would all benefit from extensive community conversations to understand the desire or importance residents might place on the activities. Providing residents with ideas, and an opportunity to suggest others, would be a positive first step in generating partnership and communication with residents around potential TEAM Springfield projects. A necessary first step might be the planning of initial community meetings and outreach to establish a sense of priority and need around the listed projects.

- **Neighborhood Association development** or Neighborhood Watch Partnership.
- **Civic programming** to connect promise neighborhood residents to city hall and other TEAM Springfield partners.
- **SafetyTown** in the neighborhood (possibly in Spanish).
- **Second cleanup** focused on the neighborhood where the entire community comes together to volunteer.
- **General neighborhood beautification** including landscaping utilizing volunteers.
- **Safe Routes to Schools enhancements** like improved crosswalks and signage.
- **Wayfinding ped/bike signage** installations including bi lingual signage.
- **Graffiti Abatement** with the opportunity for the neighborhood to be a pilot area for a graffiti ordinance.
- **Public Art and Murals** with TEAM Springfield partners as well as area art organizations like the Springfield Arts Commission and A3 students.



TEAM Springfield & Promise Neighborhood Background & United Way of Lane County Efforts

What is a Promise Neighborhood...

There is a national “Promise Neighborhoods” movement to develop a continuum of “cradle through college and career” solutions to improve educational and developmental outcomes of children living in the nation’s most distressed neighborhoods. Based on Geoffrey Canada’s ground-breaking Harlem Children’s Zone (www.hcz.org), Promise Neighborhoods may, in fact, be the key to improving outcomes for children in school and life. United Way of Lane County has identified one of these Promise Neighborhoods as the Brattain Neighborhood in Springfield. In this neighborhood, approximately 82% of children entering kindergarten do not meet the early literacy benchmark, as compared to 56% across Lane County. As part of United Way of Lane County’s ten year goal to improve school readiness across the community, this neighborhood is one of two selected to pilot innovative programs, support existing effective services and align efforts across systems. If United Way and area partners can have an impact in these neighborhoods, they hope to see movement in the county school readiness statistics while also identifying effective programs and efforts to scale to other neighborhoods and across Lane County. Successfully achieving this mission requires the support of a broad range of community partners: education, business, social service, health, government, faith and many more.

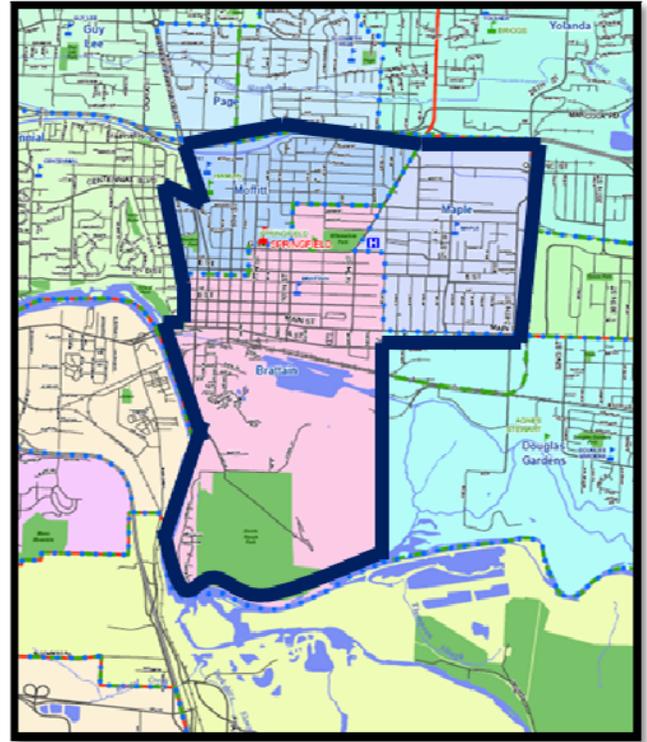


Figure 1. Springfield Promise Neighborhood Boundary

Programs and Community Outreach in the Springfield Promise Neighborhood...

Each spring, volunteers from around the community go door-to-door in the Promise Neighborhood to let neighbors know about enrollment into the Kids in Transition to School (KITS) program as well as other summer activities, services and programs for families. Schools are an important Promise Neighborhoods partner; they provide early literacy and social/emotional data on a regular basis, methods for communicating with parents and families, and partner on specific projects and grant endeavors. In addition, United Way of Lane County administers Parent Surveys to assess norms, attitudes, and needs within the Promise Neighborhoods and across Lane County. Currently United Way makes strategic program investments in the Promise Neighborhoods and manages volunteer projects that align with its school readiness goals. Strategic investments include the Community Child Care Networks (Family Connections of Lane and Douglas Counties), parenting education and support (Parenting Now!), Cheery Chickadees preschool program (Willamalane and Early Childhood CARES), and Pilas! Family Literacy Program (Downtown Languages). The Summer Reading Spots at Willamalane Park Swim Center, Meadow Park and Guy Lee Elementary offer volunteer opportunities to support literacy.

In 2012, United Way of Lane County was one of eleven local United Ways in the nation to be selected as a “Mobilization” site, receiving technical assistance from United Way Worldwide and their team of consultants in the area of community engagement and mobilization. As part of this work, United Way of Lane County has conducted dozens of Community Conversations in the Promise Neighborhoods and across the entire county to assess what community members hope for their neighborhoods, what their priorities are, and where United Way and partners may be able to provide support for pursuing community goals.

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
Meeting Type: Work Session/Reg. Mtg
Staff Contact/Dept.: Michael Harman/Police
Staff Phone No: 726-3729
Estimated Time: 30 Minutes/05 Minutes
Council Goals: Preserve Hometown
Feel, Livability, and
Environmental Quality

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: COOPERATIVE AGREEMENT FOR LOW COST SPAY AND NEUTER SERVICES FOR CAT OWNERS

ACTION REQUESTED: Work Session: Discuss the next steps available to manage roaming cat populations in Springfield and provide direction.

Regular Meeting: Authorize the City Manager to enter into a cooperative agreement with WAG to provide transportation and low cost spay/neuter services for cats.

ISSUE STATEMENT: The City is considering entering a cooperative agreement with Willamette Animal Guild (WAG) to provide transportation and low cost spay/neuter services for cats for Springfield residents. Other options could include modifying existing ordinances to regulate cats roaming at large.

ATTACHMENTS:

Attachment 1: MOU and Process Outline
Attachment 2: Memo in Support of WAG Partnership

**DISCUSSION/
FINANCIAL
IMPACT:**

City leaders and Police Department Animal Control staff are frequently asked to address the issue of free roaming cats in the community. The resources necessary to hire staff to address roaming cats or to contract for shelter and adoption services have historically been cost prohibitive.

One option would be to modify the existing City Ordinance which prohibits dogs at large to include all animals, including cats. Such a modification would subject cat owners who allow their pets to roam freely to fines. Because of the difficulty involved in enforcing such an ordinance, especially the challenge of identifying a cat's owner, this is not a recommended option.

Another option is to manage cat populations by encouraging responsible cat ownership practices to include spaying and neutering owned cats. Doing so should reduce the population of unwanted free roaming cats. This is the recommended option.

City Staff have been working with Willamette Animal Guild, or WAG, to develop a cooperative program that will provide low cost spay and neuter services for cats to Springfield residents, as well as transportation to and from the WAG facility. Funding would come from fundraising efforts in the community.

Staff recommends that the City Council authorize the City Manager to enter into a cooperative agreement with WAG to provide low cost spay and neuter services to Springfield cat owners.

Memorandum of Understanding
for the
Springfield Feline Spay and Neuter Program
MOU #987

WHEREAS, the City of Springfield (City) and the Willamette Animal Guild (hereafter "WAG") have a mutual interest in controlling unwanted cat populations in the City; and

WHEREAS, WAG operates a low cost spay and neuter clinic; and

WHEREAS, the City of Springfield is interested in facilitating citizens willing to spay and neuter their owned cats but unable to transport them to the WAG facility;

Now, therefore, the undersigned are committed to implementing program beginning June 1, 2013 to provide a mechanism for Springfield residents to obtain low cost spay and neuter services for owned cats:

WE AGREE, as specified herein to provide manpower, space and funding necessary to allow Springfield residents to obtain low cost spay and neuter services from WAG. Each agency will have the roles and responsibilities outlined below and in the Process Outline detailed in Attachment 1 attached hereto and incorporated herein by this reference.

1. City of Springfield

1.1 **Roles:** Encourage fundraising, enhance public awareness, and facilitate pre-pickup logistics.

1.2 **Responsibilities:** Encourage fundraising for program costs. Publicize and promote responsible pet ownership, including the spaying and neutering of owned cats.

1.3 **Non-Waiver:** City is a government entity under the Oregon Tort Claims Act. Nothing herein shall be considered as a waiver of the City's defenses, rights and limitations under Oregon law including ORS 30.260.

1.4 **Funds:** The City's commitment is to encourage individuals and entities to contribute to this program. No public funds have been budgeted specifically for this program.

2. Willamette Animal Guild

2.1 **Roles:** Provide transportation and low cost spay and neuter services for cats.

2.2 **Responsibilities:** Assist in public awareness campaign and fundraising. Identify community partners willing to manage paperwork and provide drop-off locations. Coordinate project work days, and schedule and provide transportation services to and from the WAG facility. Provide low cost spay and neuter services for up to 30 cats per month from Springfield residents.

2.3 Insurance: Maintain commercial general liability insurance.

General Insurance. WAG shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury or property damage. ~~The policy will contain a "per project" aggregate endorsement.~~ JW JK
Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the WAG or the fault of the WAG's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits. WAG understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, WAG agrees that the limits regarding liability insurance set forth in this Section 2.3 will be modified to conform to such limits. WAG and CITY shall sign an amendment to this Agreement incorporating such modification.

2.4 Indemnification: WAG shall defend, indemnify and hold harmless the City, its officers, agents and employees from and against all claims and causes of action arising out of WAG's transportation and its spay and neuter services provided to cats participating in this program.

Our signatures below certify our intention to work in partnership to abide by the commitments indicated above.

Gino Grimaldi, City Manager
City of Springfield

Date

Jill Winans
Jill Winans, Director

Willamette Animal Guild
6/26/13
Date

Reviewed by City Contract Officer
No Attorney Review
Jayce W 6.26.13

ATTACHMENT 1

WAG Partnership Process Outline

In support of the Feline Spay and Neuter Memo of Understanding between the City of Springfield and Willamette Valley Animal Guild (WAG) to provide low cost spay and neuter services for cats owned by Springfield residents, the following procedures and program needs are agreed upon:

Operations:

- 1.) WAG will schedule 15 surgery slots, twice per month for Springfield residents, dependant on available funding. Fundraising will be a joint responsibility between the City and WAG. Surgery days will be Wednesdays. Deadline for registration will be the previous Friday.
- 2.) Residents will go to designated points of contact to sign up for the service. Cost to the citizen will be \$10 at the time of registration (to ensure compliance with schedule) and the resident will be given a date, time and location to drop off the cat. Eligibility is restricted to residents of Springfield.
- 3.) Location will be designated in advance. WAG will arrive with their van by 7:00 a.m.. Residents will drop off cats prior to 7:45 a.m. on scheduled surgery days. Residents will be met by a volunteer who will check them in and receive the animal prior to transport.
- 4.) Cats will be transported to the WAG facility. After surgeries, cats will be transported back to the pickup location. Residents must pick up their cats between 4:00 and 5:15 p.m.. Volunteers will wait with the animals until owners reclaim them.

Funding:

Each surgery will cost \$48, which includes \$3 per cat for a sturdy cardboard box for transport and recovery.

Citizen:	\$10
Fundraising:	\$25
WAG:	\$10 plus gas money
Supplies:	\$3 for sturdy cardboard transport boxes

MEMORANDUM

City of Springfield

Date: 7/1/2013
To: Gino Grimaldi **COUNCIL**
From: Michael Harman, Police Services Bureau Manager **BRIEFING**
Subject: Cat Population Management Options **MEMORANDUM**

ISSUE: Should the City support a cooperative program with Willamette Animal Guild to provide transportation and low cost spay and neuter services for cats owned by Springfield residents?

COUNCIL GOALS/**MANDATE:**

Preserve Hometown Feel, Livability, and Environmental Quality

BACKGROUND:

City leaders and Police Department Animal Control staff are frequently asked to address the issue of free roaming cats in the community. The resources necessary to hire staff to address roaming cats or to contract for shelter and adoption services have historically been cost prohibitive.

One option would be to amend the current ordinance to extend the prohibition of animals at large to include cats, with violations resulting in a fine not to exceed \$720.00 pursuant to 5.418(3). Current Municipal Code prohibits any keeper of a dog or of any farm animal to allow those animals to run at large, *except* for bees and cats (Municipal Code 5.418). The current staff assigned to animal control duties include a 1.0 Animal Control Officer, and the vast majority of that person's time is devoted to addressing issues related to dogs. The difficulty in identifying owners of roaming cats and of addressing feral or community cats would make enforcement a challenge, and would require much more resource than is currently available. Also, there would be significant effort involved in changing the community expectation around indoor/outdoor cats. This is not a recommended option.

Staff recommends that the Council consider authorizing the City Manager to enter into a cooperative agreement with Willamette Animal Guild, or WAG, to provide transportation and low cost spay and neuter services for Springfield residents who own cats. According to research cited by WAG staff, cat ownership rates are fairly stable across income distributions, but cat owners who's incomes are above the poverty line are 90% likely to spay/neuter their pets, whereas owners who's incomes are below the poverty line are 90% likely NOT to spay/neuter their pets. For Springfield residents, the issue is likely compounded by the fact that both of the regional low cost clinics, WAG and Greenhill, are located in West Eugene.

WAG has offered to identify community partners, businesses, who are willing to manage the paperwork and to receive cats from residents on scheduled days. WAG will transport the cats to the WAG facility, up to 15 per scheduled day, and return them to the business by days end for the owners to reclaim. Attachment 1 provides a brief outline of the anticipated process as well as the expected costs for the program. Funding beyond the \$10 paid by residents and money contributed by WAG will come from donations from the community. It is not anticipated that General Fund dollars will be used to support this program. Rather, staff and public officials will advertise and promote the program, and encourage willing partners to donate funds for the cooperative effort. When sufficient funds are in place for the next set of surgeries, another date will be scheduled and assigned to a community partner for reservations.

RECOMMENDED ACTION: Take no action to change existing Animal Control Ordinances. Authorize the City Manager to enter into a cooperative agreement with WAG to provide transportation and low cost spay/neuter services for cats.

Springfield Upbeat

July 1, 2013

Trig-Star Competition Recognition – Michael Carson

Trig-Star is an annual high school mathematics competition based on the practical application of Trigonometry. Students that participate are not only provided with an opportunity to earn awards (1st place in Springfield High School was \$75, \$500 at the state level, and \$2000 for winning the national competition), but also leave with a better understanding of the technical profession of Geomatics, which includes Land Surveying and Mapping. Professional Land Surveyors use the Trig-Star program to advance communication with the communities they serve. Local Land Surveying and Civil Engineering companies provide professionals who volunteer their time to explain how trigonometry is used to solve Land Surveying and Mapping problems.

The exam is a timed exercise of one hour, during which students must solve trigonometric problems that incorporate the use of right triangle formulas, the law of sines, and the law of cosines. Winners are determined by the most correct answers in the fastest time.

Michael Carson from Springfield High School won this competition at the State Level. Joe Ferguson, the State Trig-Star Coordinator, will present the certificate and \$500 check to Michael.

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
Meeting Type: Regular Meeting
Staff Contact/Dept.: Amy Sowa
Staff Phone No: 541-726-3700
Estimated Time: Consent Calendar
Council Goals: Mandate

**SPRINGFIELD
CITY COUNCIL**

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) June 10, 2013 – Work Session
 - b) June 17, 2013 – Work Session
 - c) June 17, 2013 – 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, JUNE 10, 2013

The City of Springfield Council met in a work session in the Library Meeting Room, 225 Fifth Street, Springfield, Oregon, on Monday, June 10, 2013 at 5:30 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

1. Priority Based Budgeting Results Validation Workshop.

Finance Director Bob Duey presented this item. The City sought to move from its current traditional budgeting practice to a Priority Based Budgeting process. Over the next 6 months consultants from the Center for Priority Based Budgeting were expected to lead the City through a defined step by step process which would allow the City to identify our key programs, build result maps, score programs, and allocate cost and resources. At this first work session, the consultants would be on-site to listen and receive direction from Council concerning the adopted Council goals and the interpretation of how the success of these goals may be evaluated for prioritizing of resources.

In 2008, the City of Springfield's 3-5 year financial outlook was positive with aggressive plans calling for the retirement of a special levy for public safety and continued development growth. Since that time a prolonged economic downturn had resulted in the elimination of 60 positions at the City and only a slight sign of improvements to the City's revenue forecast.

Management, needing better guidance on how best to recommend the allocation of limited resources, had selected a program being promoted by the International City/County Managers Association (ICMA) called Priority Based Budgeting to help gather data. First working with Council and its own goals, management was planning to spend about six months mapping City services and program costs to help identify which services were best able to meet those stated goals. Upon concluding this first phase of the effort, staff would report back to Council prior the preparation of the FY15 Proposed Budget.

The Center for Priority Based Budgeting (PBB) had a contract for \$38,000 to assist the Finance Department facilitating this city-wide effort.

Mr. Duey said staff realized they wouldn't be ready to use this program in time for this year's budget process, so had been working on a multi-phased approach over the last few months. The consultants would help the City through the next phase, which would take about six months. That piece could be used when preparing next year's budget. A possible future phase could be to take this out to the community, but that was dependent on the outcome of the process with staff and the Council during next year's budget process. This process could also be beneficial in looking at things to add back into the budget when times were better. Feedback from Council tonight would help them determine how to conduct the workshop for staff tomorrow. He introduced the consultants Chris Fabian and Jon Johnson.

Mr. Johnson said tonight they would give an overview of how the process worked and answer their questions in terms of a high level overview of what would transpire over the next few months. They would end the exercise by working through a results validation so they could be ready to work with staff. He noted that there were a number of budgeting techniques and it was an evolution of learning. Budgeting should connect with strategic planning and priorities; it should match allocating funds to things that were important to the community.

Mr. Johnson gave some background information on the partnership between himself and Mr. Fabian and Priority Based Budgeting. He had studied Budgeting for Outcomes and had some concerns about that particular process. Mr. Fabian, who came to work at Jefferson County with Mr. Johnson, had been working on implementation of Budgeting for Outcomes in Fort Collins, Colorado. They both had concerns about that process, and together they worked to improve on those things while still matching the way resources were allocated with the things that were important to their community. In Jefferson County, they developed two initiatives – Fiscal Health and Fiscal Wellness. Fiscal health was the foundation and fiscal wellness was the ability to sustain it long-term. That became priority based budgeting.

Mr. Fabian said this tool had been used for organizations struggling with their budget and those doing well. He discussed how the program was used in Fairfield, California. The City Manager from Fairfield found that this was a different way to look at their situation and the budget. During stressful times, it was difficult to see clearly. Priority based budgeting was a tool to look more clearly at the situation and the budget. He noted the other cities they had worked with throughout the United States, some large, some mid-size and some very small. This program worked in all situations.

Mr. Johnson said he and Mr. Fabian wrote about how they were progressing after using the program in Jefferson County. It caught the attention of the International City/County Management Association (ICMA), Government Finance Officers Association (GFOA) and the National League of Cities (NLC). Those organizations had encouraged them to bring this to other communities. ICMA established their Center for Management Strategies and said Priority Based Budgeting was a leading practice. They encouraged all of their membership to look at this as the next approach in looking at budgets. The NLC had been very supportive and Kathy Novak, a 19 year elected official in Colorado and former NLC President was also helping with their presentations from her perspective as a former elected official. Tonight they would be focusing on the process and sharing some case studies. This was a process and they continued to learn from every organization they worked with to improve the process.

Mr. Fabian discussed the across the board cuts approach and how it could be ineffective. It was tough to show favoritism to some programs and not to others. Every program was important. The credit rating agency, Moody's, had recognized that across the board budget cuts could be a way to avoid tough decisions and had negative impacts. Communities that focused on values of the community were looked upon more favorably by credit rating agencies.

Mr. Fabian and Mr. Johnson described the steps to success in PBB.

1. Determine Results. Look at what business the city was in as local government and what the community expected of the city. Look at the objectives and goals. This should be at a high level and include the outcomes the City should be achieving. The results should be something that were consistent over time, although could be tweaked over time as the community changed. Places to start could include vision and mission statements, and Council goals. These

would be the ongoing reasons the City existed and would take place over time. He provided examples from other communities. Some programs did not recognize internal functions that were important in keeping the organization running properly. PPB divided the results into community results (external) and governance results (internal) because both were important to the function of the organization.

2. Clarify Result Definitions. Different things achieved each result in different communities; therefore the results needed to be defined to fit each organization. During the staff workshop on Tuesday, they would be gathering data to define each of the results which would be identified at the end of the work session. A results map would be developed. He provided an example and discussed the information presented. This exercise identified what was important to the community and then determined what good governance was needed to reach those goals.
3. Identify Programs. This determined the things the city actually did in a detailed list of all of the programs and services offered by the city. That would be part of the work done with staff during the workshop. That list was sometimes very lengthy for a city the size of Springfield. Each department would have programs that were critical to the organization, and each department would likely have programs or services that were less important. This would give an opportunity to look at what the city did and compare it to the results.
4. Score Programs Against Results and Attributes. There were other reasons programs were provided besides producing results, such as mandates and the reliance on the city to provide a program. Looking at these reasons provided an opportunity to look to partnerships to see if another agency could partner with the city to provide a service or if the other agency was or could take on a program. Cost recovery was another filter to use in scoring. Each program's relevance would also be considered. He provided an example of scoring for mandated programs. There were two parts to the scoring. The first was self assessment where each department scored their own programs and how well results were achieved. The second part was peer review which provided quality control. Through this exercise, they learned how to ask better questions.

Mr. Fabian said that Kathy Novak had helped design a series of questions. Her perspective on PBB was that it helped bring policy questions forward that were often on elected officials' minds. Some of the questions included which programs were the highest priority in what was expected by the community, which programs were truly mandated, which programs were self imposed, and which programs were only provided by the community.

Mr. Johnson said when answering those questions, they could look at other options and public or public/private partnerships. They could identify whether or not there were programs that were no longer needed or need to be enhanced. They could also look at programs that may no longer be helping the City achieve their outcomes, and asking how much they were spending to achieve outcomes. Many of these questions could be difficult to answer especially from a budgetary perspective only.

Mr. Fabian said coming out of the peer review process a scoring scale would be developed. He displayed an example and explained how different programs fell into quartile one (highest), quartile two, quartile three and quartile four (lowest). This scale showed how much was being spent on each quartile. There were a number of filters that could be applied to view the information in a variety of

ways. Also, community and governance programs could be viewed separately, or together. One of the filters was by fund.

Councilor Brew asked if they could show which services were included in the fourth quartile for each fund.

Mr. Fabian said they could see those programs. He showed how that could work with the filters.

Mr. Johnson said that was an important piece of looking at this process. Core services were different in each community depending on the results of each.

Mr. Fabian said they could look at the departments separately.

Councilor VanGordon asked what the City of Boulder did with the information from this process. He asked if they changed programs, worked to move quartile 4 programs to quartile 1, etc.

Mr. Johnson said it was combination of looking at the programs from all different angles, asking a lot of questions mainly about quartile 3 and 4 programs. They looked at partnerships and different ways to do things. In their third year they were expecting some new revenues so looked at adding new programs for one of their results. Unfortunately, the revenues didn't come in so instead of stopping the programs, they looked at how they could shift resources to the higher priority programs. They used the tool to determine what should be changed in order to provide the higher quartile programs. Over time, they had shifted resources and reduced in some areas.

Councilor VanGordon asked if the city used this process every year. Yes. He asked if resources were moved from quartiles 3 and 4 up to quartiles 1 and 2, if the programs moved there as well.

Mr. Johnson said in many cases the programs changed and resources were moved to supplement other programs. Some programs were looked at to determine if they could be done differently to better achieve the results.

Councilor VanGordon said in theory they could make a management change in programs in quartile 3 and 4 to bring them further in line with the council goals and up to quartiles 1 and 2.

Mr. Johnson said it had been used in different ways depending on the community's needs. He referred to the score chart and noted that it could also be used to show the community how the City was doing.

Mayor Lundberg asked if this was all done at staff level.

Mr. Johnson said Council would determine the result staff needed to use for the exercise. After the workshop, staff would bring the result maps back to Council. Staff would then craft the inventories and go through the evaluation process. Once that was complete, staff would ask Council to assist with policy questions and framing the recommendations so they were clear.

Councilor Ralston asked who thought we needed to do something like this. He felt the City did a good job prioritizing services. He asked why we were spending \$38,000.

Mr. Grimaldi said the City did a good job of establishing community priorities. As we faced more difficult times in terms of the budget, it was very difficult to balance the budget without getting into cutting some of the higher priority services. This provided a tool to help with that process.

Councilor Ralston said that was the Council's job. They knew the priorities and took care of them.

Mr. Grimaldi said this was an additional tool to help them with that. He provided the example of the last budget cycle when there was a lot of discussion about Lane Regional Air Protection Authority (LRAPA). This tool would have helped them discuss where it fit in their priorities to make a more informed decision. This would provide a different lens to look at that issue. There were many other issues that came up in the budget.

Councilor Ralston said this would be taking a lot of staff time that could be used for something else.

Councilor Brew this looked at what the city already did, and seemed to make the presumption things were being done at the right level. The City may be mandated to do certain things, but it didn't look at the level we were doing that service. In some cases, we could be exceeding the requirements and could scale it back and still meet the mandate. They needed to look at the scale of services.

Mr. Johnson said they would be providing them with several ways to look at the information. They had the information on what was mandated and sometimes mandated items were also helping achieve the results. The tool included filters to allow them to pull out information that opened the door for additional questions, such as the level of mandate. Through the process, they would ask questions about all of the programs. For all programs, the question of whether or not there was a service delivery problem should be asked. This was a guide to start someplace and then talk about all of the programs. Not everything would happen in the first year, but was a process adopted to change the way the budget was done from now into the future.

Mr. Fabian said other filters could be used for programs that were in quartile 3 or 4 that citizens relied on the City to provide to determine whether or not other agencies offered the same service. This opened it up for questions about partnering or turning the service over to someone else.

Councilor Moore asked if the mandates could be broken down by who was mandating the service.

Mr. Johnson said those could be set up to make the best sense. The City of Boulder put State and Federal mandates in one grouping and the City and Code mandates in another.

Councilor Moore said if they had that information, they could perhaps speak to the legislature about the impact of unfunded mandates.

Mr. Johnson said this helped identify those mandates.

Mr. Fabian the filters were very powerful. He provided examples of how they could be used for City mandates.

Mr. Johnson said it focused communities on the appropriate conversations that were needed. It wasn't something that could be analyzed in one-year, so a starting point needed to be determined. Looking at things that the City was doing that weren't helping accomplish the community's results was a great place to start. The City of Boulder looked to see if they were doing anything that wasn't

accomplishing one result. They found that \$21M of their budget was being spent on programs that were low priority in terms of achieving the community's results. The presentation was meant to give them the perspective that the tool led to the conversations that helped them decide whether or not they were allocating resources to things that were important to the community.

Mr. Johnson said they would ask Council to complete an exercise to help the consultant determine where they would start during the staff workshop on Tuesday. Council had already done a great job in establishing goals. Some of the goals combined some major concepts, so had been listed on the exercise in a slightly different way.

Mr. Fabian handed out the exercise for Council to fill out. For the exercise, each Council member had \$100 of fictitious money to allocate to each result. There was space for additional results if they chose to add some.

Mr. Johnson said these were just the community results. He was aware that they had a financial sustainability result for all of the internal functions, but that was not part of this exercise. That would be discussed more during the staff workshop on Tuesday.

Councilor Moore asked how the community goals had been incorporated into the exercise.

Mr. Johnson explained how they separated out the goals into the community results listed. These were suggested results, but could be interpreted differently.

Councilor Moore asked if infrastructure was governance.

Mr. Johnson said transportation and wastewater were in place to benefit the community so were part of the community results. A component of that could address the internal facilities, but this result was the part that benefited the community.

Councilor Wylie asked if managing well-planned growth would be in the new areas.

Mr. Johnson said as defined, it would be that component. The definitions would be critical. The information provided by staff would be used to make sure those concepts were included in the result maps so it included all the components of managed well planned growth.

Councilor Ralston asked how hometown feel had anything to do with environmental quality and livability.

Mr. Johnson said that was what they were asking Council to help them define. If they would prefer those to be separate results, that was their choice.

Mayor Lundberg said during the exercise, they could cross one out they didn't like and rewrite it how they would prefer it to read, or just mark that they would like it separated.

Councilor Ralston asked about the dollar value for each item.

Mr. Fabian said the dollar amount was not necessarily monetary, but rather a way to identify importance.

Mr. Johnson said they could weight certain things towards the scoring. He explained.

Councilor Moore asked if they were supposed to finish the exercise during this meeting. Yes.

Mayor Lundberg said this exercise was to give staff direction and was only the beginning.

Mr. Johnson said it was a chance for the Council to let the consultants know if there was something that should not be there or something that was missing.

The exercise sheets were gathered by the consultants.

Mr. Duey said the consultants would like to tabulate the sheets from the Council. They could move on to the next topic and come back to review the results after that discussion if the Council chose.

Councilor Brew said he didn't feel comfortable because they hadn't truly defined each result.

Mr. Johnson said this would be the starting point and results maps would be created. They could then re-evaluate these once the detailed definitions were drafted. The exercise could be re-administered after they saw the results maps.

Council chose to go to the next topic and then hear the results from the consultants.

2. 13th Street Right of Way (ROW) Development, Public Outreach Results Follow-up.

Civil Engineer Michael Liebler presented the staff report on this item. On May 20th, City staff held a work session with City Council to review public outreach results in reference to improving the unimproved right-of-way (ROW) on 13th Street from L to N Street. Council requested more information on the area in terms of the possibility of vacating the ROW to adjoining properties and clarification of the areas characteristics and usefulness as a pedestrian and bicycle connection. Staff was seeking Council direction on how to move forward in relation to the upcoming 10th and N Street Sewer project work within this unimproved area.

In accordance with provisions of SDC 5.20-120.A, the City Council could adopt a resolution to initiate a vacation of public right-of-way and then proceed to adopt a vacation Ordinance. Staff would perform the appropriate research and investigations into the sites vacation/dedication history, utility conflict and considerations, and transportation needs as laid out in the attached Memo (Attachment 2 of the agenda packet).

At this time, City of Springfield staff recommended retaining the ROW for public transportation/utility needs and capitalizing on the cost savings related to performing the work to install the bike/pedestrian path with landscaping as part of the sewer project and as supported by the results from the public outreach.

Mr. Liebler reviewed the vacation process. He described the area and where the utilities were located. The area would not allow development. He displayed a map showing the usefulness of the area as a bike/pedestrian path and the connectivity in this area.

Mr. Grimaldi said the other question Council had asked was regarding crime information in the area.

Mr. Liebler distributed information about police activity in the area which was minimal.

Discussion was held regarding why the Police report had been requested.

Mr. Grimaldi said they were at a decision point for this project.

Councilor Woodrow said creating connectivity was a great idea. She didn't see it as a troublesome process in order to get it done.

Councilor Ralston asked how much would be spent for the bike/pedestrian path and grass.

Mr. Liebler said there were cost savings in adding this in with the sewer project. It would be about \$20,000 for the path and \$13,000 for the grassy area, making the total cost of approximately \$33,000. Willamalane would mow the grassy area on a regular basis at no additional cost to the City.

Councilor Wylie said it sounded like a good cooperative project. The connectivity for walkers and bikers for safety in the neighborhood was a good thing.

Councilor Brew said his first choice was to pave the path and his second choice would be to vacate it to the property owners.

Councilor Moore said she saw the long term benefit to the neighborhood and felt it would improve the value of the adjoining neighbors' properties. She was in favor of connectivity.

Councilor VanGordon agreed.

Mayor Lundberg said part of the Springfield Transportation System Plan included connectivity to get people to walk, bike and get around off the street if possible. This provided connectivity in a neighborhood that could use it. General consensus of the Council was to put in the path and the grass.

Mr. Liebler thanked Councilor Moore for attending the public meeting and being involved in the process.

1. Priority Based Budgeting Results Validation Workshop - resumed

Mr. Duey resumed the Priority Based Budget topic.

Mr. Fabian said before they moved forward with the definitions, they wanted a level of agreement with the results from the exercise. He displayed the results. Almost everyone put dollars into everything. Some had less than others because they had been broken out. The total amount invested under each result was important to help them identify the highest priorities. They did have the ability later in the process to weight the results. The results definitions would be brought back to Council before they made any decisions about weighting the results. From the exercise, the consultants felt good about moving forward with the results listed. The one question that remained was whether or not to break out 'Environmental Quality' and the 'Hometown Feel' into two separate results, or keep them as one for the staff workshop.

Councilor Woodrow said she broke out environmental quality because she thought of it as more of a regional partnership than a stand-alone result for the City.

Councilor Ralston said it was more of an unfunded mandate.

Mr. Johnson said they wanted to make sure all were in agreement before moving forward.

Councilor Ralston said he felt they were separate. Hometown Feel was something the City wanted to have and was more of a package of many things.

Councilor Moore said she felt environmental quality and small town feel related to community livability. She would prefer to emphasize community livability.

Councilor Brew referred to the result 'Desirable Place to Live and Work' and said that all things led to that result. It was similar with 'Hometown Feel'.

Mr. Fabian said they would see some overlap.

Councilor Wylie said environmental quality, community livability and hometown feel meant to her that we had clean water, clean air, streets laid out, sewers functioning properly, etc. The result of 'Diverse and Inclusive Place to Live and Work' came about to address treating all people fairly in our community with our mixed population. They needed to go back to when they first came up with the goals.

Mayor Lundberg said there was so much overlap on all of them that they could spend all evening rearranging everything. If each one was separated to become their own result, that brought on more work to be done for each. She asked if everyone would be comfortable leaving them in the same category to make it easier for staff to move forward.

Councilor Ralston said that was fine, but he still felt they were completely separate. He would score environmental quality different from hometown feel.

Mr. Johnson said when they moved forward in the result definitions, they could watch to see if 'Hometown Feel' was showing up in the result definitions of the other results.

Councilor Brew said Councilor Ralston did have a point. Council didn't develop the goals to look at the budget so they didn't work well. He was fine with the result left as one or split in two.

Mr. Johnson said they would go forward with the results as listed on the sheet, but taking into consideration that they would want to make sure they were articulating those definitions with those thoughts in mind. If there was still a feeling that more work needed to be done after the definitions were created, they could make some adjustments. He felt they would still be able to see those areas whether separated or together.

Mayor Lundberg said they would be looking at these along with programs so the results would be broken down many more times.

Mr. Duey thanked Council for their time in going through this workshop. Staff would be coming back to Council sometime later in the year with the definitions.

ADJOURNMENT

The meeting was adjourned at 7:23 p.m.

Minutes Recorder – Amy Sowa

Christine L. Lundberg
Mayor

Attest:

Amy Sowa
City Recorder

City of Springfield
Work Session Meeting

MINUTES OF THE WORK SESSION MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
MONDAY, JUNE 17, 2013

The City of Springfield Council met in a work session in the Jesse Maine Meeting Room, 225 Fifth Street, Springfield, Oregon, on Monday, June 17, 2013 at 6:00 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

1. Springfield Transportation System Plan Update – Review of Preferred Alternative.

Senior Transportation Planner David Reesor presented the staff report on this item. The Transportation System Plan (TSP) update would address long-range (20-year) transportation needs for the City of Springfield in part by listing transportation projects needed for the 20 year planning period. These projects were based on recommendations from project Committees, public input, consultant and City staff. The “preferred alternative” was the final collection of projects grouped into separate categories.

The Transportation System Plan (TSP) update was intended to serve as a blueprint to guide future multi-modal transportation system improvements and investment decisions for the City of Springfield. As such, the TSP would include project lists that further defined locations of specific transportation projects for the next 20 years. The final project list to be included in the TSP was referred to as the “preferred alternative.”

The TSP Core Team, Project Management Team, Stakeholder Advisory Committee, Technical Advisory Committee, and general public provided input to develop a range of projects to evaluate. Project evaluation criteria, developed with input from these committees, were developed to help select projects. Criteria included considerations for property owner impacts, mobility, safety, and connectivity. Technical model outputs helped evaluate future congestion and mobility levels based on land use inputs. Attachment 2 of the agenda packet provided background information on the evaluation process for reference.

Transportation infrastructure projects had been organized into seven different lists, or categories, in the draft TSP. Rather than ranking projects, the project lists were grouped into shorter term and long term time frames, and included an additional Opportunity Projects list, Study Area list, As Development Occurs project list, and a Transit Projects list. The time frames were not rigid and could overlap. This project categorization structure would provide the City the most flexibility in adjusting to infrastructure needs over the life of the Plan.

Council last reviewed the draft TSP project lists during the January 28th, 2013 work session. Since then, staff had made some revisions to the list based on input from the Technical Advisory Committee, Stakeholder Advisory Committee, and Project Team staff. The combination of these individual project lists comprised the “preferred alternative” as listed in Attachment 1 of the agenda packet. Footnotes in

the tables in Attachment 1 showed which projects changed categories since the January City Council work session. The corresponding maps were in Attachment 3 of the agenda packet.

Mr. Reesor reviewed the changes made from the last review of the preferred alternatives. Four projects were moved from the short-term list to the long-term list. Projects in the long-term list may not go forward unless other funding sources became available such as grants, but it was good to have them listed in that event. One project was moved from the short-term list to the as developed list. He explained further. A listening booth was set up at SPROUT during the Farmers Market last Friday. Good input was received from citizens during that event. There would be another opportunity for Council to see this in the entire plan.

Councilor Ralston asked which of the four projects got shifted to the long term from the short term.

Mr. Reesor said those moved were projects PD34, PB48, PB49, PB50, PB51, PB52 and PB53. Project R61 was new and came from the Sustainable City Year (SCY) group that worked with the bicycle planning class.

Councilor Brew asked if R61 was in City limits. Yes.

Mr. Reesor said project PB4 was moved from the short-term list to the As Development Occurs list. Staff had been working with PeaceHealth on this project in coordination with their master plan. Project PB7, PB10 and PB22 were moved from short-term to long-term based on input from Willamalane. Study projects S-13, S-14, S-15 and S-16a were new. These were added from input from the City's traffic division to address a large volume of accidents in the vicinity.

Councilor Ralston asked about the number of accidents.

Traffic Supervisor Brian Barnett said that area was one of the top accident locations in the City. There were also some opportunities to improve circulation between Laura Street and Pioneer Parkway. He explained.

Councilor Moore asked about the pathway that Council just approved on 13th and N Streets as part of the sewer project. She asked why that was not listed.

Mr. Reesor said the list included projects planned further out and that project would be done before the Plan was adopted. The projects on the short-term list would be done in the first 5-8 years. Those time frames would be refined later. There would likely be some overlaps of the different lengths of time to allow some flexibility. The short-term projects were those that could be done more easily and at a lower cost.

Councilor Brew referred to several projects near Hayden Bridge Road on the map showing the As Development Occurs Projects. That area was outside City limits. He asked what type of development that served.

Mr. Reesor said it was outside City limits, but inside the urban growth boundary (UGB). There needed to be some upgrades when the property was annexed to bring it up to urban standards. It currently served County land, but since it was in the UGB they needed to have a plan to bring it up to standards as it was developed.

Councilor Brew asked if a Local Improvement District (LID) would be used for those improvements.

Mr. Reesor said that was a possibility. Those details would be worked out at the project level at the time the project was ready.

Councilor VanGordon referred to the Laura Street study project. There were other projects that also related to Laura Street. He asked if those were separate or if the study would be done first. He noted the different projects that related to that area.

Mr. Reesor said typically the studies would be done first. Each project was listed as a separate project, although they may be similar or in close proximity. He said he would footnote those to clarify the studies would be done first.

Councilor VanGordon asked for an explanation of Project R11.

Mr. Reesor said that project would take advantage of an existing right-of-way to provide better connectivity. They hoped for other connectivity in that area.

Councilor VanGordon asked projects R28, R39, R40 and R42 which were all roundabouts in the same area. His understanding was that some traffic lights would be required to feed smoothly into the roundabouts.

Mr. Reesor said some of those roundabouts were part of the Marcola master plan approval. Normally, they would evaluate the whole area with signals and roundabouts considered. Through the master planning process, the roundabouts were required. There were other intersections listed that identified either a roundabout or a signal.

Councilor VanGordon said if lights were required to feed that area, they should be coordinated with the roundabouts. He asked about projects R20, R22 and R23. This area was south of the Glenwood Refinement Plan and there was nothing there now. It was on the As Development Occurs list, but there would be a lot of development that occurred before those upgrades were needed. He asked how much development was needed before those upgrades were required.

Mr. Reesor said it was difficult to say and that was one reason this was not in a firm time frame.

Mr. Grimaldi said some of the projects were on the outside of 20 year limit. There was an advantage to having these projects on the list should development occur or opportunities for funding come along.

Councilor VanGordon said having it on the plan wouldn't hurt us, as long as they were within a reasonable time frame.

Mayor Lundberg said the Transportation System Plan and project list should include everything possible just in case we wanted to get it done sooner for funding. It took a long time to get things from the bottom of the list to the top of the list for funding purposes. It may or may not be done the way it was planned because things could change, but it was good to have an idea we wanted to do it and having in our Plan gave us more leverage.

Mr. Reesor said that was a good way to look at it. He noted that with a 20 year plan, nothing would happen as expected and there would always be changes. Staff was making an educated planning effort. The long-term projects were outside of the funding expectations.

Councilor Woodrow asked about a pedestrian crossing across Bob Straub Parkway at Daisy Street. She did not see that project in this list. This was a very difficult area to cross and was important for those living on the west side of Bob Straub Parkway.

Mr. Boyatt noted that Project R53 addressed a crossing at that area and was on the long-term list.

Mr. Reesor said staff would work with the consultant to clarify the project.

Councilor Woodrow said it was very important to the community and needed to be addressed.

Mr. Barnett said that could be a situation for two separate projects: one project for the roadway and one project for pedestrians.

Councilor Ralston said the Centennial extension to 35th Street (Project R43) seemed like a very good idea, although it looked like it went right through the Fire Department. He also referred to Project R42 and the roundabout. It didn't seem like there was enough space for a roundabout at that location and he wasn't sure what type of development could occur at that location to warrant a roundabout.

Mr. Reesor said he would make a note about the location of the fire station.

Mr. Barnett said he had been to the site of R42 and worked with the fire department about access issues. There was a fair amount of property between the building and the intersection. Because the building was on the north of Centennial, he felt there would be space for their driveway to come out of the service bays and into the extension, still leaving room for a compact roundabout. The roundabout would need to be designed to move all trucks because it was a truck route.

Councilor Ralston said that made a lot of sense and he was glad it was on the short-term list.

Mr. Reesor said staff had heard a lot of input for more east-west connections.

Councilor Moore referred to Project R2. There was one lane for the bus to go down and around behind the hospital, but that road was not open to traffic. It was noted it was temporary. She asked if Project R2 would open that up to traffic. Residents in that area were upset that the bus could go down that road, but they were not able to use it.

Mr. Reesor said it was currently temporary, but this project would open it up to all traffic and would improve and widen the road for use by vehicles, bicycles and pedestrians.

Mayor Lundberg said this was a project that had been on the list for a long time. There may not be a win-win situation.

Tom Boyatt, Community Development Manager in Transportation, said it could be depending on the players. The PeaceHealth master plan included a provision that the street was a requirement as the hospital property developed. He spoke of the development in that area with some residential mixed in. That northeast link was necessary to serve development on either side, but there were people that really liked living there.

Councilor Moore said there was concern that the buses could use it, but she understood why.

Councilor Brew referred to Project R43 and said he assumed that hadn't gone through because of the railroad track. He asked where the roundabout would be placed.

Mr. Barnett said 28th Street was separated from the railroad tracks by a significant distance, much further away than on Olympic. There was adequate separation between the railroad and the intersection. There would be a challenge in getting a crossing permit from the railroad. Typically, they would have to trade one crossing for another. Staff would explore that further.

Councilor Brew complimented Mr. Reesor on his work. Councilor Brew had served on the Citizen Advisory Committee and Mr. Reesor was trying to listen to and combine information from many groups.

Mayor Lundberg said the many different opinions could be seen just by looking at the list. It had been a long process and was very well vetted. She appreciated everyone that had been part of the process.

ADJOURNMENT

The meeting was adjourned at 6:36 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, JUNE 17, 2013

The City of Springfield Council met in regular session in the Council Chambers, 225 Fifth Street, Springfield, Oregon, on Monday, June 17, 2013 at 7:00 p.m., with Mayor Lundberg presiding.

ATTENDANCE

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Lundberg.

SPRINGFIELD UPBEAT

1. Accessibility Awareness Month Proclamation.

Mayor Lundberg read from the proclamation, and proclaimed July 2013 as Accessibility Awareness Month.

2. National HIV Testing Day Proclamation.

Mayor Lundberg read from the proclamation, and proclaimed June 27, 2013 as National HIV Testing Day.

CONSENT CALENDAR

1. Claims

- a. Approval for the May 2013, Disbursements for Approval

2. Minutes

- a. May 28, 2013 – Work Session
- b. June 3, 2013 – Work Session
- c. June 3, 2013 – Regular Meeting

3. Resolutions

- a. RESOLUTION NO. 2013-07 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD COMPETITIVE BIDS, REQUESTS FOR PROPOSALS, OTHER PERSONAL SERVICES CONTRACTS EXEMPT FROM BIDDING REQUIREMENTS UNDER THE PURCHASING REGULATIONS, AND APPROVE AMENDMENTS TO PUBLIC CONTRACTS IN CONFORMANCE WITH CITY OF SPRINGFIELD MUNICIPAL CODE

AND ADMINISTRATIVE REGULATIONS DURING THE PERIOD OF JULY 16, 2013 THROUGH SEPTEMBER 8, 2013 WHILE THE COMMON COUNCIL IS IN RECESS.

4. Ordinances

5. Other Routine Matters

- a. Authorize the City Manager to Sign a Contract with Matthew Cox with the Firm of Leahy, VanVactor, Cox & Melendy LLC for General Counsel Services.
- b. Authorize the City Manager to Execute an IGA with the Lane Transit District (LTD) to Provide City Staff Time Reimbursement on the Main-McVey Transit Feasibility Study.
- c. Authorize City Manager to Enter into Contract with City County Insurance Services (CCIS) for Workers' Compensation Coverage Effective July 1, 2013.

IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO APPROVE THE CONSENT CALENDAR WITH CHECK #121859 OF THE MAY 2013 DISBURSEMENTS REMOVED. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

ITEMS REMOVED

Councilor VanGordon recused himself from this item as the payment was made to his employer, United Parcel Service, and would be a conflict of interest.

1. a. Check #121859 of the May 2013 Disbursements.

IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO APPROVE CHECK #121859 OF THE MAY 2013 DISBURSEMENTS. 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.

1. Supplemental Budget Resolution.

RESOLUTION NO. 2013-08 – A RESOLUTION ADJUSTING RESOURCES AND REQUIREMENTS IN THE FOLLOWING FUNDS: GENERAL, STREET, SPECIAL REVENUE, COMMUNITY DEVELOPMENT, REGIONAL WASTEWATER REVENUE BOND CAPITAL PROJECT, DEVELOPMENT PROJECTS, STREET CAPITAL, BOND SINKING, STORM DRAINAGE IMPROVEMENT SDC, STORM DRAINAGE REIMBURSEMENT SDC, SANITARY SEWER REIMBURSEMENT SDC, SANITARY SEWER IMPROVEMENT SDC, SDC TRANSPORTATION REIMBURSEMENT, SDC TRANSPORTATION IMPROVEMENT, REGIONAL WASTEWATER, STORM DRAINAGE OPERATIONS, AMBULANCE, BOOTH-KELLY, INSURANCE, VEHICLE & EQUIPMENT AND SDC ADMINISTRATION.

Finance Director Bob Duey presented the staff report on this item. At various times during the fiscal year the Council was requested to make adjustments to the annual budget to reflect needed changes in planned activities, to recognize new revenues, or to make other required changes. These adjustments to resources and requirements changed the current budget and were processed through supplemental budget requests scheduled by the Finance Department on an annual basis.

This was the last of three scheduled FY13 supplemental budget requests to come before Council. The supplemental budget being presented included adjusting resources and requirements in: General, Street, Special Revenue, Community Development, Regional Wastewater Revenue Bond Capital Project, Development Projects, Street Capital, Bond Sinking, Storm Drainage Improvement SDC, Storm Drainage Reimbursement SDC, Sanitary Sewer Reimbursement SDC, Sanitary Sewer Improvement SDC, SDC Transportation Reimbursement, SDC Transportation Improvement, Regional Wastewater, Storm Drainage Operations, Ambulance, Booth-Kelly, Insurance, Vehicle & Equipment and SDC Administration.

Mr. Duey highlighted several of the changes in the supplemental budget and explained them.

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

Mayor Lundberg opened the public hearing.

No one appeared to speak.

Mayor Lundberg closed the public hearing.

IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO ADOPT RESOLUTION NO. 2013-08. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

2. Resolution Certifying the City's Eligibility to Receive State Shared Revenues from Cigarette, Gas and Liquor Taxes.

RESOLUTION NO. 2013-09 – A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD CERTIFYING ELIGIBILITY FOR STATE-SHARED REVENUES FROM CIGARETTE, GAS AND LIQUOR TAXES, APPROVING THE CITY OF SPRINGFIELD'S PARTICIPATION IN THE STATE REVENUE SHARING PROGRAM, AND DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES PURSUANT TO OREGON REVISED STATUTES 221.760 AND 221.770.

Finance Director Bob Duey presented the staff report on this item. The law provided that cities located within counties having more the 100,000 inhabitants, according to the most recent Federal decennial census must provide four or more municipal services from a specific list to be eligible to receive state-shared cigarette, liquor and highway taxes under ORS 221.760. The accompanying resolution would satisfy that requirement.

To be eligible to receive state shared revenues in the ensuing fiscal year, the City must provide at least four of seven eligible services, and perform five additional actions:

1. Advertise and hold a public hearing before the Budget Committee

2. Advertise and hold a public hearing before the City Council
3. Adopt a resolution certifying the City is eligible to receive funds under the ORS 221.760
4. Adopt a resolution approving the City's participation in the program
5. File a copy of the resolution with the State of Oregon by July 31st

A public hearing was advertised and held before the Budget Committee on April 30, 2013. The proposed resolution would satisfy items 2, 3 and 4. Upon adoption, the City's Budget Officer would file the appropriate documentation with the State.

Mayor Lundberg opened the public hearing.

No one appeared to speak.

Mayor Lundberg closed the public hearing.

IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO ADOPT RESOLUTION NO. 2013-09. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

3. Fiscal Year 2013/14 Springfield City Budget Adoption.

RESOLUTION NO. 2013-10 – A RESOLUTION ADOPTING THE FISCAL YEAR 2013/14 SPRINGFIELD CITY BUDGET, MAKING APPROPRIATIONS AND LEVYING A PROPERTY TAX.

Finance Director Bob Duey presented the staff report on this item. The City Council was requested to hold a public hearing on Fiscal Year 2013/14 (FY14) to approve City Budget, and approve a resolution to adopt the Fiscal Year 2013/14 City budget, making appropriations and levying a property tax.

Mr. Duey provided highlights of the budget and the changes made by the Budget Committee to the original budget presented by the City Manager. The Budget Committee directed staff to schedule work sessions before January 2014 on funding for Lane Regional Air Protection Authority (LRAPA), holiday lights from Transient Room Tax, and Lane Metro Partnership.

Mayor Lundberg opened the public hearing.

1. Dan Egan, 850 6th Street, Springfield, OR. Mr. Egan was the Executive Director of the Springfield Chamber of Commerce. He thanked the Council for including the Springfield Chamber contract in the budget. The 1100 members appreciated having the Visitors Services contract with the City which went back to 1983. He also applauded the decision to hold in abeyance the usual Metro Partnership contribution while the Chamber and the City sought a better economic development future for this region. He applauded the Mayor and City Manager for working through this. It was complicated, but in the end there would be a better agency that represented Springfield's and the region's wishes. Taking this time would help to make sure it was done right. He thanked the Mayor for her position and discussion on the points about how vital it was for a vibrant economy in Springfield to serve our citizens.

Mayor Lundberg closed the public hearing.

Mayor Lundberg asked that Council not only come back later to discuss the Lane Metro Partnership funding, but that those funds get set aside as an economic development tool before the budget was approved. There had been a lot of discussion about what economic development meant, not only to the community but regionally and those conversations were ongoing. If those funds could be set aside, the Council would not be rushed by the budget cycle and could take a good hard look at what that meant.

Councilor Brew confirmed that Mayor Lundberg was saying that rather than earmark the funding for Lane Metro Partnership, they would dedicate it to economic development generally. That was correct.

Mr. Duey said it would not be removed from the budget, but staff would not have the authority to spend it on Lane Metro Partnership at this time.

Mr. Grimaldi said he would hold off entering into a contract with Lane Metro Partnership until discussions had been complete.

Mayor Lundberg said that was her intent.

IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO ADOPT RESOLUTION NO. 2013-10. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

4. Vacation of a Segment of Public Street Right-of-Way Between Marcola Road and Pierce Parkway.

ORDINANCE NO. 1 – AN ORDINANCE VACATING A 320-FOOT LONG BY 60-FOOT WIDE SEGMENT OF 31ST STREET RIGHT-OF-WAY, WHICH LIES SOUTH OF PIERCE PARKWAY AND NORTH OF MARCOLA ROAD (FIRST READING).

Planner Andy Limbird presented the staff report on this item. A request for vacation of a segment of 31st Street right-of-way had been received from Jeff Gaskill, O&S Contractors, owners of property at 3093 Pierce Parkway. The property owner was requesting vacation of the right-of-way to incorporate the area into their industrial site.

The City Council was authorized by ORS Chapter 271.080 *et seq.* and SDC Article 5.20-110 to act on requests to vacate public rights-of-way. The property owner of 3093 Pierce Parkway (Map 17-02-30-23, Tax Lot 103) was requesting vacation of a 320-foot long segment of 31st Street right-of-way that abutted the east edge of their site. The right-of-way was dedicated to Lane County in 1954 and would revert to the original parent properties upon vacation. Unlike previous vacation actions in other areas of Springfield, in this instance the vacated right-of-way did not become a viable City-owned parcel that could be transferred, sold or developed on its own. Staff advised that the vacation area did not appreciably increase the buildable area of the adjoining site due to multiple underground utilities and easements. Therefore, it was the opinion of staff that the vacation application fee cost (\$5,510) and the prospect of transferring a potential City maintenance liability to a local business operation exceeded the marginal value that could be attributed to this segment of unused and heavily encumbered right-of-way. Upon vacation approximately 18,292 square feet (95%) of the right-of-way would accrue to the applicant's property and the balance of the vacation area (approximately 931 square feet or 5%) would revert to the Oregon Military Department site on the east side of 31st Street.

Numerous public utilities were contained within or across the subject right-of-way. Prior to conclusion of the vacation process and transfer of the vacated right-of-way to the abutting property

owners, the applicant would be responsible for providing appropriate utility easements and/or licenses to accommodate the existing utilities within Vacation Area "A" as depicted on Exhibit A to the Ordinance. Alternatively, the applicant would provide for an acceptable relocation of the affected utilities outside of the vacation area.

The applicant's diagram of the subject right-of-way depicted recently-installed fences that encroached outside the area subject to the vacation request, including within public right-of-way not subject to this vacation action. These fencing encroachments would need to be corrected upon vacation of the subject portion of 31st Street. Additionally, the applicant would need to consolidate the vacation area with their abutting parcel (Tax Lot 103) in order to create a single titled parcel.

Staff recommended the City Council approve the vacation of public right-of-way, as depicted on Exhibit A to the vacation request, subject to the conditions outlined in the accompanying Staff Report.

Mr. Limbird displayed maps showing the site and the proposed vacation area.

Mayor Lundberg opened the public hearing.

No one appeared to speak.

Mayor Lundberg closed the public hearing.

NO ACTION REQUESTED. FIRST READING ONLY.

5. Proposed Sale of City Property.

RESOLUTION NO. 2013-11 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO SELL TWO LOTS IN WEST GLENWOOD IN ACCORD WITH THE PURCHASE, SALE AND DEVELOPMENT AGREEMENT

Community Development Manager John Tamulonis presented the staff report on this item. The property owner of Tax Lot 700 (adjacent and east of these tax lots) would like to buy the two westernmost tax lots under City ownership (Tax Lots 100 & 200). SEDA purchased three parcels to begin the acquisition and development of a public storm water system in Glenwood. These westernmost two tax lots were currently under lease to Hamilton Construction through September 2013 with a possible extension to mid-2014. Combining the three tax lots, the property owner proposed to build an 85-97-room hotel that must open before July 2015 and had plans to make a subsequent investment on Tax Lots 100 and 200 after Hamilton's leases ended and the hotel was constructed. The Council Briefing Memorandum outlined the terms and conditions of the sale and the required development with details in Attachment 6 of the agenda packet.

Mr. Tamulonis said the Purchase Agreement was included in the agenda packet. This agreement included a clawback clause should the property owner and developer of the hotel not proceed with the hotel by July 2014, or have it completed by July 2015. At that time, the property would either come back to the City or the additional cost of \$90,000 would be paid to retain ownership of the parcel. The proposed development would provide approximately \$85,000 in property taxes and additional transient room tax once completed.

Mayor Lundberg opened the public hearing.

1. Rick Satre, 375 W 4th Avenue, Suite 201, Eugene, OR. Mr. Satre said he was speaking on behalf of the purchaser of the two tax lots. The purchaser, Mr. Satre and the entire consultant team appreciated the amount of effort from City leadership, City Manager's office, City Attorney's office and the planning and development staff. Everyone had been terrific in moving this project forward. It was going to be a great addition to the Glenwood riverfront and the Franklin Boulevard entrance into Springfield. The sale of the two city-owned lots to that hotel made the project possible.

Mayor Lundberg closed the public hearing.

IT WAS MOVED BY COUNCILOR WYLIE WITH A SECOND BY COUNCILOR WOODROW TO ADOPT RESOLUTION NO. 2013-11. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

BUSINESS FROM THE AUDIENCE

1. Steve Moe, P.O. Box 847, Springfield, OR Mr. Moe passed around some photos of the view of the Willamette River when driving over Franklin Boulevard into Eugene, and from Eugene into Springfield. The new bike bridge that was built blocked that view. He distributed photos showing the same view, but the river was no longer visible. They seemed to have made the bike bridge rise about four or five feet higher than Franklin Boulevard. He knew there was nothing that could be done about the bike bridge, but he hoped that when Franklin Boulevard was redone, they considered raising the road bed so they could have the view again.

COUNCIL RESPONSE

Councilor Ralston clarified this was an issue because it took away the view.

CORRESPONDENCE AND PETITIONS

1. Correspondence from Planned Parenthood of Southern Oregon (PPSO) Regarding Stormwater Drainage Services (see attached staff response).

Mayor Lundberg said there were staff recommendations regarding this topic.

Mr. Grimaldi said this issue came up when Council discussed the stormwater fees. Several Councilors expressed an interest in providing incentives for people that kept stormwater out of the stormwater system, and Planned Parenthood had pointed out in their letter that they did that on the entire property. Staff would bring this back to Council for discussion during a work session sometime after summer recess.

Mayor Lundberg asked how they would be charged in the meantime.

Mr. Grimaldi recommended PPSO be charged what would normally be charged. When the Council took this up later and made some changes, they could go retroactive and reimburse them.

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

BIDS

ORDINANCES

BUSINESS FROM THE CITY COUNCIL

1. Councilor Woodrow said she was fortunate to help for the fifth time with the K-9 Competition held on Saturday, June 15. She helped with t-shirt and raffle sales which went to support the K-9 Program. It was a popular event and there was standing room only. She also noted that Springfield swept the event winning 1st, 2nd and 3rd place in the competition. She was happy to be part of this event.
2. Councilor Moore said she, Mayor Lundberg and Councilor Woodrow attended the Travel Lane County Banquet on Tuesday, June 11. The banquet celebrated some of the businesses and how they responded to visitors in our area.

Councilor Moore also reported on the Human Services Commission (HSC). The HSC adopted a revised budget during today's meeting. There was a letter from Tom McKee, Director for Willamette Family Buckley Center stating that the Sobering Services would be suspended at 8:00am on July 1, 2013 pending any other funding that might come up at the last minute. The Council had discussed this issue many times and the closure of this service was a real blow to the community.

Mayor Lundberg asked staff if there was additional information about this topic.

Mr. Towery said the partners had been talking about this for several months. The last information he had was that the other partners were working through the budget process and tentatively would try to come up with the resources to continue the program. Those partners included Lane County, City of Eugene, City of Springfield, McKenzie Willamette Hospital, PeaceHealth and PacificSource Foundation. The information from Mr. McKee that Councilor Moore shared was new to him and had not been communicated to staff. He said he would do some follow-up tomorrow. The City of Springfield had indicated a willingness to continue the level of funding from FY13 as long as the other partners were coming along as well. He would keep the Council informed.

3. Mayor Lundberg said she participated in the 2nd Friday Art Walk on June 14. Mayor Piercy joined her and they had a nice tour of a variety of businesses downtown. Every place was very popular and had music. This was the same group that took flashlights on the tour in the winter, so she let them know the City was working very hard on getting lighting in downtown so they wouldn't need to use flashlights for the tour in the winter. That brought a big round of applause and cheers, which reiterated how popular getting lighting was in downtown. Niel Laudati took a great photo of the two Mayors next to the display of a bridge. Miss Lane County, Miss Teen Lane County and Miss University of Oregon helped the mayors judge the flower displays.

BUSINESS FROM THE CITY MANAGER

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

The meeting was adjourned 7:32 p.m.

Minutes Recorder Amy Sowa

Christine L. Lundberg
Mayor

Attest:

City Recorder

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
Meeting Type: Regular Meeting
Staff Contact/Dept.: Andy Limbird, DPW
Staff Phone No: Ext. 3784
Estimated Time: Consent Calendar
Council Goals: Encourage Economic Development and Revitalization through Community Partnerships

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: VACATION OF A SEGMENT OF PUBLIC STREET RIGHT-OF-WAY BETWEEN MARCOLA ROAD AND PIERCE PARKWAY.

ACTION REQUESTED: Conduct a second reading and adopt/not adopt the following ordinance:
AN ORDINANCE VACATING A 320-FOOT LONG BY 60-FOOT WIDE SEGMENT OF 31ST STREET RIGHT-OF-WAY, WHICH LIES SOUTH OF PIERCE PARKWAY AND NORTH OF MARCOLA ROAD (SECOND READING).

ISSUE STATEMENT: A request for vacation of a segment of 31st Street right-of-way has been received from Jeff Gaskill, O&S Contractors, owners of property at 3093 Pierce Parkway. The property owner is requesting vacation of the right-of-way to incorporate the area into their industrial site.

ATTACHMENTS: Attachment 1: Location Map
Attachment 2: Vacation Application
Attachment 3: Ordinance with Exhibits
Exhibit A: Map and Legal Description
Exhibit B: Staff Report and Recommendations

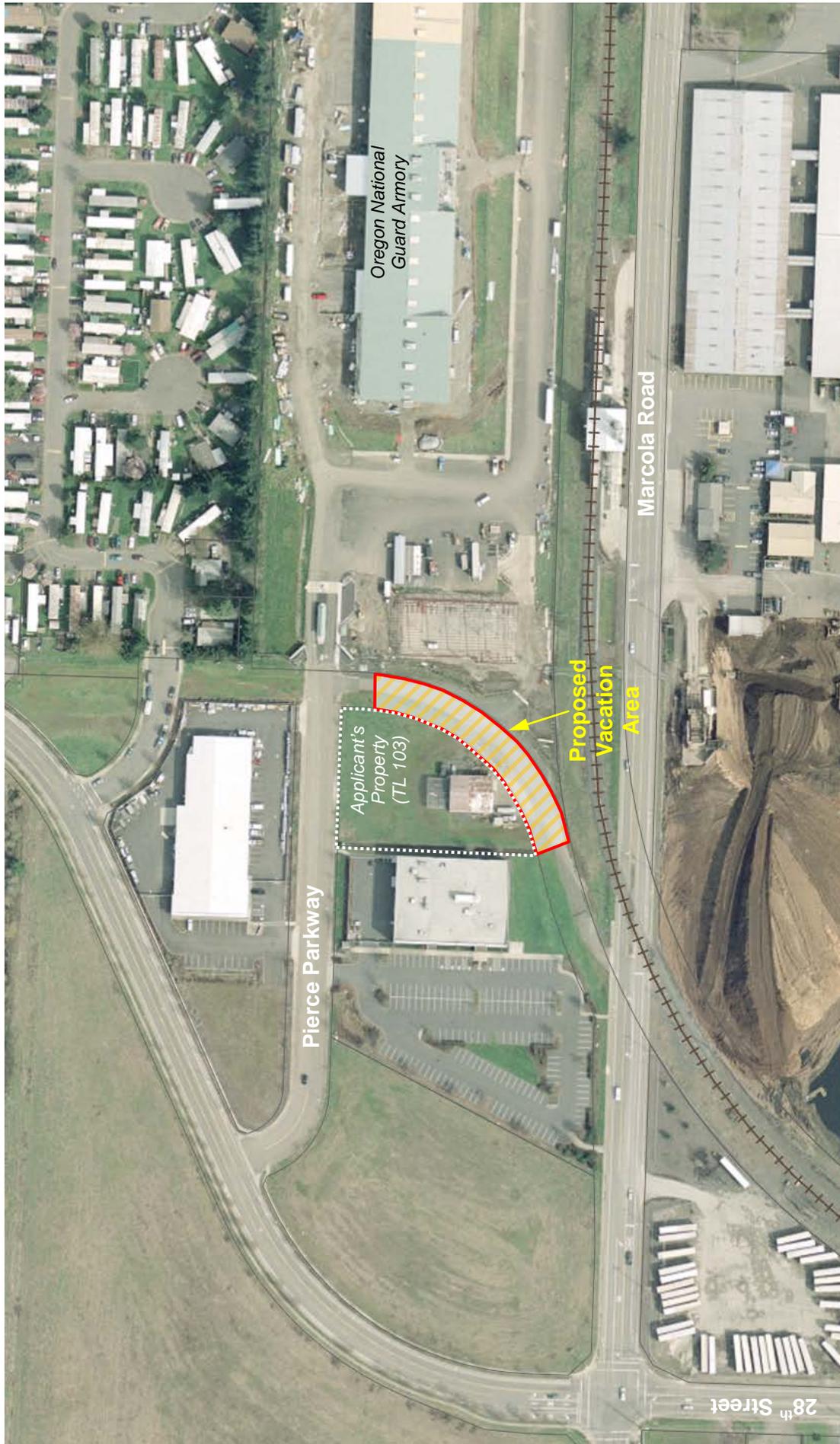
**DISCUSSION/
FINANCIAL
IMPACT:** The City Council is authorized by ORS Chapter 271.080 *et seq.* and SDC Article 5.20-110 to act on requests to vacate public rights-of-way. The property owner of 3093 Pierce Parkway (Map 17-02-30-23, Tax Lot 103) is requesting vacation of a 320-foot long segment of 31st Street right-of-way that abuts the east edge of their site. The City Council conducted a public hearing and gave first reading to the vacation ordinance at the regular meeting on June 17, 2013. No one testified at the public hearing meeting. Upon vacation approximately 18,292 square feet (95%) of the subject right-of-way would accrue to the applicant's property and the balance of the vacation area (approximately 931 square feet or 5%) would revert to the Oregon Military Department site on the east side of 31st Street.

Numerous public utilities are contained within or cross the subject right-of-way. Prior to conclusion of the vacation process and transfer of the vacated right-of-way to the abutting property owners, the applicant shall be responsible for providing appropriate utility easements and/or licenses to accommodate the existing utilities within Vacation Area "A" as depicted on Exhibit A to the Ordinance. Alternatively, the applicant shall provide for an acceptable relocation of the affected utilities outside of the vacation area.

The applicant's diagram of the subject right-of-way depicts recently-installed fences that encroach outside the area subject to the vacation request, including within public right-of-way not subject to this vacation action. These fencing encroachments will need to be corrected upon vacation of the subject portion of 31st Street. Additionally, the applicant will need to consolidate the vacation area with their abutting parcel (Tax Lot 103) in order to create a single titled parcel.

Recommendation: Staff recommends the City Council approve the vacation of public right-of-way, as depicted on Exhibit A to the vacation request, by adopting the Vacation Ordinance and subject to the conditions outlined in the accompanying Staff Report.

**LOCATION OF PROPOSED VACATION OF 31ST STREET RIGHT-OF-WAY
WITHIN ASSESSOR'S MAP 17-02-30-23**



City of Springfield
 Development Services Department
 225 Fifth Street
 Springfield, OR 97477



Vacation

Application Type		(Applicant: check one)	
Right-of-Way Vacation:	<input checked="" type="checkbox"/>	Land Division Plat Vacation:	<input type="checkbox"/>
Other Public Land Vacation:	<input type="checkbox"/>		
Required Project Information		(Applicant: complete this section)	
Applicant Name: O&S CONTRACTORS, JEFF GASKILL		Phone: 541-747-9715	
Company: O&S CONTRACTORS		Fax: 541-746-6590	
Address: 3093 PIERCE PARKWAY, SPRINGFIELD			
Applicant's Rep.: ANTHONY J. FAVREAU		Phone: 541-683-7048	
Company: THE FAVREAU GROUP		Fax:	
Address: 3750 NORWICH AVE. EUGENE 97408			
Property Owner: APPLICANT		Phone:	
Company:		Fax:	
Address:			
ASSESSOR'S MAP NO: 17-02-30-23		TAX LOT NO(S): 103	
Property Address: 3093 PIERCE PARKWAY, SPRINGFIELD			
Size of Property:		Acres <input type="checkbox"/>	Square Feet <input type="checkbox"/>
Area of Vacation Request: 19,767		Acres <input type="checkbox"/>	Square Feet <input checked="" type="checkbox"/>
Description of Property to be Vacated: OLD STREET RIGHT-OF-WAY			
Signatures: Please sign and print your name and date in the appropriate box on the next page.			
Required Project Information		(City Intake Staff: complete this section)	
Associated Applications: TYP 112-00017		Signs: <input checked="" type="checkbox"/>	
Case No.: TYP 413-00002	Date: 5/2/2013	Reviewed by: acf	
Application Fee: \$ 4742.00	Technical Fee: \$ 237.10	Postage Fee: \$ 543.00	
TOTAL FEES: \$ 5522.10		PROJECT NUMBER: PRJ 12-00009	

Date Received:

FILE COPY
 TYP 413-00002 - Vacation

MAY 02 2013

GASKILL

Original Submittal

March 6, 2013
O & S Contracting

Assessor's Map: 17-02-30-23 Tax Lot 103

NARRATIVE

Applicants: O & S Contracting
3093 Pierce Parkway
Springfield, OR 97477
541-747-9715

Applicant's
Representative: The Favreau Group
3750 Norwich Ave.
Eugene, OR 97408
541-683-7048
Attn: Tony Favreau

LAND USE REQUEST

The applicant is seeking approval of an unimproved Public Right-of-Way and Public Vacation application. This application is presented on Tax Map 17-02-30-23 Tax Lot 103. The Springfield City Code allows the Vacation pursuant on meeting all of the criteria under the Approval Criteria (EC 9.8720).

SITE AND SURROUNDING CHARACTERISTICS

O & S Contracting owns the property to the west and the United States Government owns the property to the east of the subject area.

VACATION APPROVAL CRITERIA AND SUPPORTIVE FINDINGS

Applicable approval criteria are outlined in *italics* below, followed by proposed findings of facts in normal text.

SDC 5.20-130 Criteria

A. For the Vacation of public utility easements, the Director shall approve, approve with conditions, or deny the application. The application will be approved if the Vacation is found to be consistent with the following criteria:

1. There are no present or future services, facilities, or utilities deemed to be necessary by a utility provider and the easement is not necessary; or

2-9-14
Date Received:

MAY 02 2013

Response: There is a natural gas line in the existing right-of-way that services the property to the east. A seven-foot public utility easement, centered over the existing natural gas line, shall be dedicated as a part of the proposed right-of-way vacation. The existing right-of-way is physically blocked off by fencing and will not be needed for any future access or utilities.

2. If the utility provider deems the easement to be necessary, public services, facilities, or utilities can be extended in an orderly and efficient manner in an alternate location.

Response: There are no utilities that need the existing right-of-way for current or future use other than that described above.

B. Where the proposed Vacation of public rights-of-way, other City property, or Partition or Subdivision Plats is reviewed under Type IV procedure, the City Council shall approve, approve with conditions, or deny the Vacation application. The application will be approved if the Vacation is found to be consistent with the following approval criteria.

1. The Vacation shall be in conformance with the Metro Plan, TransPlan, the Conceptual Local Street Map and adopted Functional Plans, and applicable Refinement Plan diagram, Plan District map, or Conceptual Development Plan;

Response: This portion of right-of-way is not needed as a part of the above mentioned plans.

2. The Vacation shall not conflict with the provisions of Springfield Municipal Code, 1997; and this Code, including but not limited to, street connectivity standards and block lengths; and

Response: There are no existing or future parcels that take or will take their access from this portion of the right-of-way.

3. There shall be no negative effects on access, traffic circulation, emergency service protection or any other benefit derived from the public right-of-way, publicly owned land or Partition or Subdivision Plat.

Response: There are no existing or future parcels that take or will take their access from this portion of the right-of-way, so, there are no parcels that will need this portion of the right-of-way for emergency service.

C. Notwithstanding the provisions of Subsection B., above where the land affected by the proposed Vacation of public right-of-way, other public land as specified in ORS 271.080, or public easement will remain in public ownership and will continue to be used for a public purpose, the request shall be reviewed under the Type IV procedure. The City Council may approve the Vacation application if it is found to be consistent with the following criteria:

1. The Vacation was initiated by the City Council pursuant to ORS 271.130(1);

Response: The City Council will hear the proposal during the public hearing.

3 of 14
Date Received:

MAY 02 2013

2. *Notice has been given pursuant to ORS 271.110(1);*

Response: Proper notice will be sent out by the City.

3. *Approval of the vacation would be consistent with provision of safe, convenient and reasonably direct routes for cyclists, pedestrians and vehicles as provided in OAR 660-012-00045(3);*

Response: Since this right-of-way only services the applicant, the general public will not be affected.

4. *Whether a greater public benefit would be obtained from the vacation than from retaining the right of way in its present status; and*

Response: Since this right-of-way only services the applicant, the general public will not be affected.

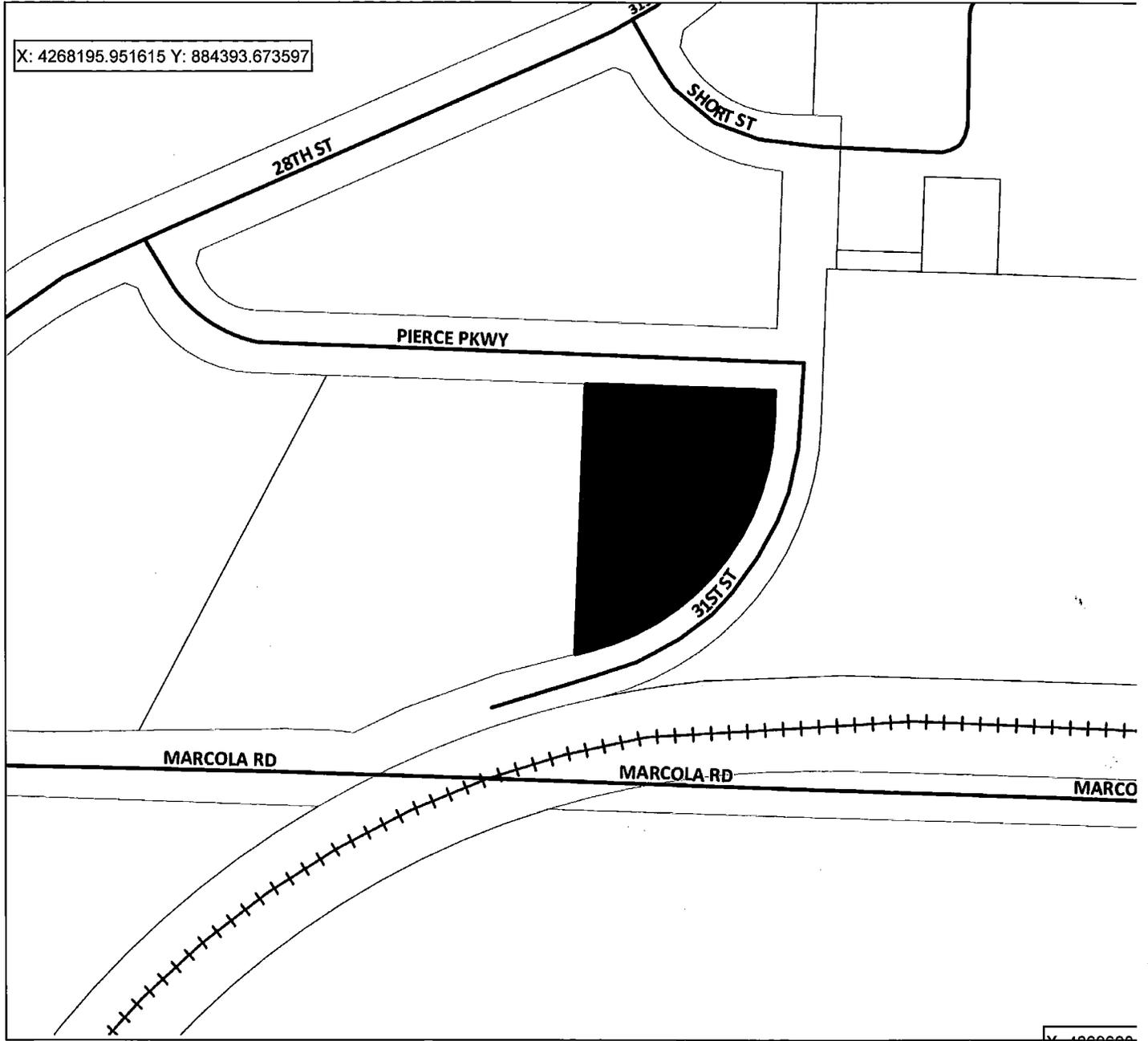
5. *Whether provisions have been made to ensure that the vacated property will remain in public ownership.*

Response: The vacated property will be in private ownership and maintained by the applicant.

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Date Received:

MAY 02 2013

TYP413-00002 Vacation 17-02-30-23 TL 00103 Jeff Gaskill O & S Contractors



The materials available at this web site are for informational purposes only and do not constitute a legal document.

LEGAL DESCRIPTION VACATION AREA "A"

BEGINNING AT THE SOUTH CORNER OF LOT 3 OF MARCOLA ROAD INDUSTRIAL PARK AS PLATTED AND RECORDED OCTOBER 21, 1999 IN FILE 75 SLIDES 897 - 899, LANE COUNTY DEEDS AND RECORDS, LANE COUNTY, OREGON; THENCE SOUTH $16^{\circ}34'14''$ EAST, 60.00 FEET; THENCE NORTH $73^{\circ}25'46''$ EAST, 16.71 FEET; THENCE ALONG THE ARC OF A 316.48 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE LONG CHORD BEARS NORTH $49^{\circ}16'44''$ EAST, 258.97 FEET, A DISTANCE OF 266.80 FEET TO THE CENTERLINE OF NORTH 31ST STREET; THENCE NORTH ALONG SAID CENTERLINE NORTH $00^{\circ}01'14''$ WEST, 71.01 FEET; THENCE NORTH $86^{\circ}30'20''$ WEST, 37.48 FEET TO THE EASTERLY PROPERTY LINE OF SAID LOT 3; THENCE SOUTH ALONG SAID EASTERLY PROPERTY LINE ALONG THE ARC OF A 256.48 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE LONG CHORD BEARS SOUTH $43^{\circ}36'21''$ WEST, 255.11 FEET, A DISTANCE OF 267.01 FEET; THENCE SOUTH $73^{\circ}25'46''$ WEST, 16.71 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION VACATION AREA "B"

BEGINNING AT THE SOUTH CORNER OF LOT 3 OF MARCOLA ROAD INDUSTRIAL PARK AS PLATTED AND RECORDED OCTOBER 21, 1999 IN FILE 75 SLIDES 897 - 899, LANE COUNTY DEEDS AND RECORDS, LANE COUNTY, OREGON; THENCE SOUTH $16^{\circ}34'14''$ EAST, 60.00 FEET; THENCE NORTH $73^{\circ}25'46''$ EAST, 16.71 FEET; THENCE ALONG THE ARC OF A 316.48 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE LONG CHORD BEARS NORTH $49^{\circ}16'44''$ EAST, 258.97 FEET, A DISTANCE OF 266.80 FEET TO THE CENTERLINE OF NORTH 31ST STREET AND THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG SAID CENTERLINE NORTH $00^{\circ}01'14''$ WEST, 71.01 FEET; THENCE SOUTH $86^{\circ}30'20''$ EAST, 23.31 FEET; THENCE, SOUTH ALONG THE ARC OF A 316.48 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE LONG CHORD BEARS SOUTH $18^{\circ}28'20''$ WEST, 73.36 FEET, A DISTANCE OF 73.53 FEET TO THE TRUE POINT OF BEGINNING.

Date Received: 5/28/2013
Planner: AL

CONSENT TO VACATE

We, the undersigned, consent to the initiation of vacation of such forth property proposed. O&S has provided me with a legal description and a land map of the proposed area, see doc site plan dated 03-06-13. Distribution of the property shall be determined at a further date.

Name, OREGON MILITARY DEPARTMENT

Legal Description of Signer's Property

Address, P.O. Box 14350

17-02-30-00-1000

Salem, OR 97301

Signature, *Stanley A. Hutchison*

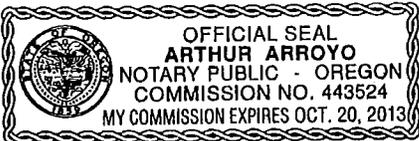
April 8, 2013

STATE OF OREGON)
) SS
COUNTY OF MARION)

On this 8th day of APRIL, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named, STANLEY A. HUTCHISON

To me known to be the person(s) described in and who executed this foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written



Arthur Arroyo
Notary Public for Oregon

My Commission Expires OCTOBER 20, 2013

7 of 14
Date Received:

MAY 02 2013

CONSENT TO VACATE

We, the undersigned, consent to this vacation of such forth property proposed. O&S has provided me with a legal description and a land map of the proposed area, see doc site plan dated 03-06-13.

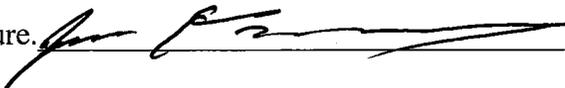
Name. Jeff McGillivray

Legal Description of Signer's Property

Address. 2861 Pierce Parkway

17-02-30-23-102

Springfield, OR 97477

Signature. 

March 21, 2013

STATE OF OREGON)
) SS
COUNTY OF LANE)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named. _____

To me known to be the person(s) described in and who executed this foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written

Notary Public for Oregon

My Commission Expires

8 of 14
Date Received:

MAY 02 2013



0280715

STATUS OF RECORD TITLE REPORT

O & S CONTRACTORS
ATTN: JEFF GASKILL
P.O. BOX 70325
SPRINGFIELD, OR 97477
EMAIL: JEFF@OANDSCONTRACTORS.COM

Our No: CT-0280715
Date: APRIL 30, 2013
Charge: \$300.00
Add. Chain Fee: \$100.00

As requested, Cascade Title Co. has searched our tract indices as to the following described real property:

(A T T A C H E D)

and as of: APRIL 20, 2013 at 8:00 A.M., we find the following:

Vestee:

JJBCA, LLC,
an Oregon Limited Liability Company,
as to Parcel 1; and
STATE OF OREGON
by and through its Military Department,
as to Parcel 2

Said property is subject to the following on record matters:

1. Easements, notes, conditions and restrictions shown, set forth, and/or delineated on the recorded Plat. (Parcel 1)
2. Sanitary Sewer Easement, including the terms and provisions thereof, in favor of the City of Springfield, by instrument recorded November 17, 1961, Reception No. 50778, Lane County Oregon Deed Records. (Parcel 1)
3. Easements as shown on the recorded plat. (North 7 feet) (Parcel 1)
4. Notes as shown on the recorded Plat, to-wit:
5. Restriction as shown on the recorded Plat, to-wit:
Lots 1-4 may take access from Pierce Parkway only. Lot 5 may take access from Short Street only. No lot may take access from Marcola Road or 28th Street. (Parcel 1)

MAIN OFFICE * 811 WILLAMETTE ST. * EUGENE, OREGON 97401 * PH: (541) 687-2233
FLORENCE * 1901 HWY 101 - S. 2 * FLORENCE, OREGON 97439 * PH: (541) 997-8147
EUGENE FAX: 485-0307 * E-MAIL: info@cascadetitle.com * FLORENCE FAX: 997-8246

Date Received:

MAY 02 2013

Original Submittal

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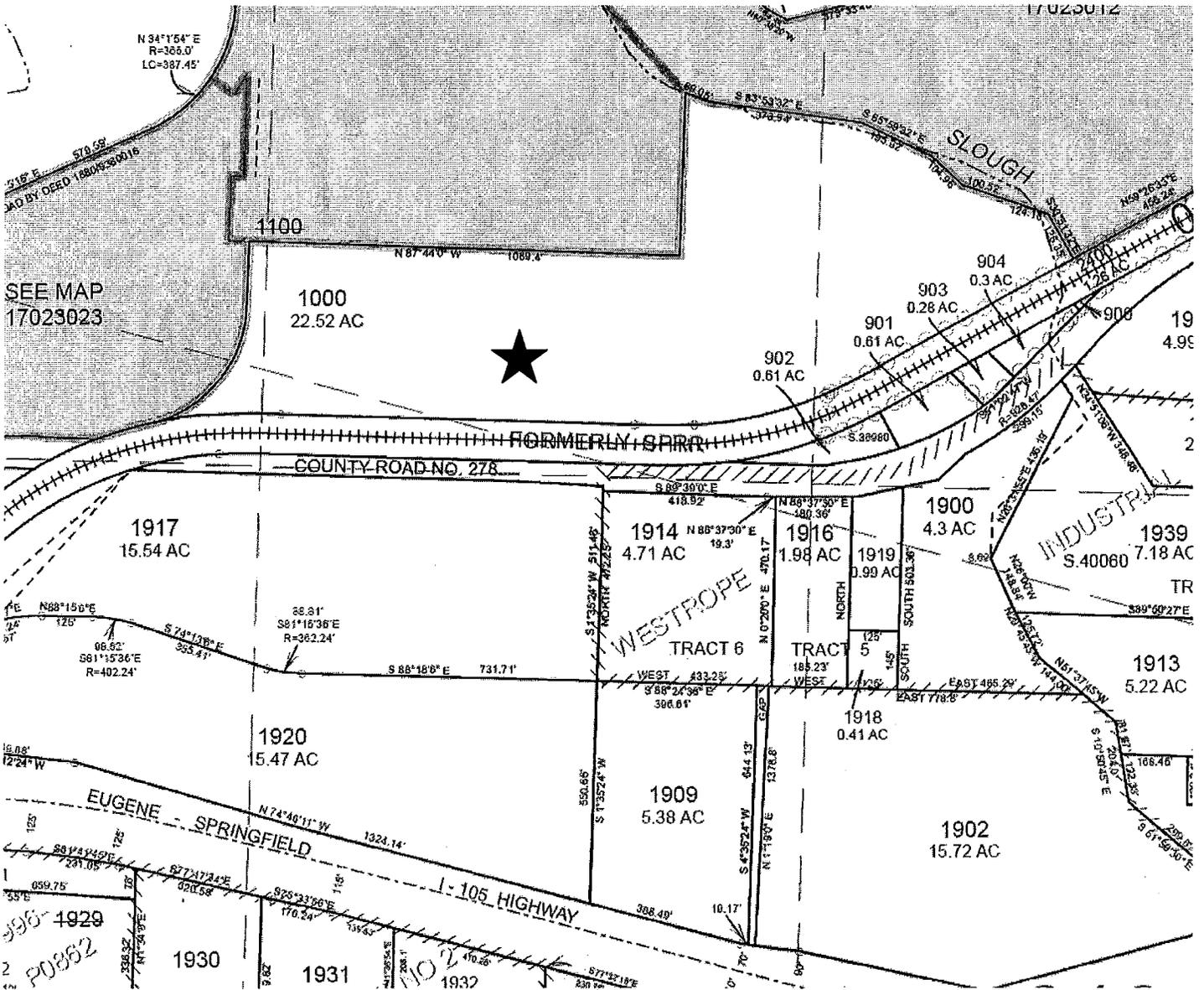
6. Deed of Trust (Line of Credit), including the terms and provisions thereof, executed by JJBCA, LLC, an Oregon Limited Liability Company, Grantor, to Brad L. Williams, an Oregon Attorney, Trustee, for the benefit of Pacific Continental Bank, Beneficiary, dated June 11, 2012, recorded June 12, 2012, Reception No. 2012-028899, Lane County Deeds and Records, to secure payment of a note in the amount of \$592,000.00. (Parcel 1)
Said Deed of Trust was modified by Agreement dated March 5, 2013, recorded March 20, 2013, Reception No. 2013-015175, Lane County Deeds and Records.
7. Assignment of rents due or to become due and accruing from said property, including the terms and provisions thereof, between JJBCA, LLC, an Oregon Limited Liability Company, and Pacific Continental Bank, dated June 11, 2012, recorded June 12, 2012, Reception No. 2012-028900, Lane County Deeds and Records. (Parcel 1)
8. As disclosed by the tax rolls, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest. (Parcel 2)
9. Any adverse claim based upon the assertion that said land or any portion thereof is now, or at any time has been below high water mark of the unnamed slough as shown on the All Oregon Land Surveying Survey dated April 21, 2003. (Parcel 2)
10. Right of way easement, including the terms and provisions thereof, granted City of Eugene, recorded August 17, 1927, in Book 154, Page 414, Lane County Oregon Deed Records. (Parcel 2)
11. Right of way, including the terms and provisions thereof, granted Mountain States Power Company, recorded March 8, 1929, in Book 161, Page 238, Lane County Oregon Deed Records. (Parcel 2)
12. Right of way, including the terms and provisions thereof, granted Mountain States Power Company, recorded March 8, 1929, in Book 162, Page 215, Lane County Oregon Deed Records. (Parcel 2)
13. Right of way, including the terms and provisions thereof, granted to the City of Eugene, by instrument recorded December 30, 1924, in Book 142, Page 276, Lane County Oregon Deed Records. (Parcel 2)
14. Right of way, including the terms and provisions thereof, granted to the City of Eugene, by instrument recorded April 27, 1929, in Book 165, Page 109, Lane County Oregon Deed Records. (Parcel 2)
15. Existing powerline of the Springfield Utility Board as shown on the All Oregon Land Surveying Survey dated April 21, 2003. (Parcel 2)
16. Right of Way Easement, including the terms and provisions thereof, granted to the Springfield Utility Board Electric, as set forth in instrument recorded July 11, 2007, Reception No. 2007-047148, Lane County Deeds and Records. (Parcel 2)
17. Improvement Agreement including Notice of Potential Assessment of Lien, including the terms and provisions thereof, as set forth in instrument recorded August 7, 2007, Reception No. 2007-055199, Lane County Deeds and Records. (Parcel 2)
18. Utility Easement, including the terms and provisions thereof, granted to the City of Eugene (EWEB) by instrument recorded April 21, 2009, Reception No. 2009-020857, Lane County Deeds and Records. (Parcel 2)

NOTE: Completion Notice recorded February 12, 2013, Reception No. 2013-008501, Lane County Deeds and Records. (Parcel 1)

Date Received:



MAP NO.
17-02-30-00



Date Received:

MAY 02 2013

THIS MAP IS TO ASSIST LOCATING PROPERTY. Original Submittal *[Signature]*
CASCADe TITLE CO. ASSUMES NO LIABILITY FOR INACCURACIES.

14 of 14

**VACATION
ORDINANCE NO. _____ (SPECIAL)**

**AN ORDINANCE VACATING A 320-FOOT LONG BY 60-FOOT WIDE SEGMENT OF
31ST STREET RIGHT-OF-WAY, WHICH LIES SOUTH OF PIERCE PARKWAY AND
NORTH OF MARCOLA ROAD**

WHEREAS, the Springfield Common Council has declared its intention to vacate public right-of-way in the City of Springfield; and

WHEREAS, the request for vacation was submitted in conformance with the provisions of ORS 271.080 et. seq., and with the provisions of Section 5.20-100 VACATION OF RIGHTS-OF-WAY AND EASEMENTS of the Springfield Development Code; and

WHEREAS, the findings and testimony submitted by the applicant and those in support of this vacation satisfy the criteria of approval for vacations found in Section 5.20-130 of the Springfield Development Code; and

WHEREAS, such vacation is in the best interest of the City in carrying out its plans and programs for the general development of the City; and

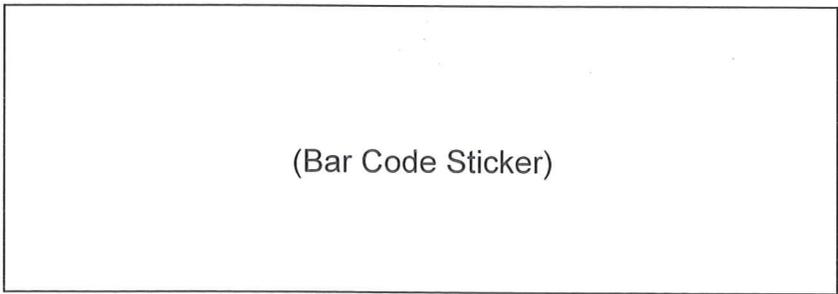
WHEREAS, lawful notice of the proposed vacation was published and posted; and

WHEREAS, the Springfield Common Council met in Council Chambers, at 225 Fifth Street, on Monday, the 17th day of June, 2013, (First Reading) and on Monday the __ day of _____, 2013, (Second Reading) at the hour of 7:00 p.m., to hear any objections to the proposed vacation and ___ persons appeared to object;

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

Section 1: The Council finds that the legal notice of the hearing was lawfully published and posted; that ___ objections were made at the vacation hearing held; that the public interest will not be impaired by the vacation of the street right-of-way, and that vacation of said street will be in the best interest of the public and increase the benefit of the property involved.

Section 2: The public street right-of-way in the City of Springfield, as generally depicted on the site map and more particularly described in the property legal description which are together attached as Exhibit A of this Ordinance, is declared to be vacated.



Return to: City of Springfield - City Recorder, 225 Fifth Street, Springfield, OR 97477

Section 3: Findings and Conclusions of Law adopted by the Common Council in support of the street right-of-way vacation are hereby made part of this Ordinance by reference.

Section 4: This right-of-way vacation is subject to the special provision that Assessor's Map 17-02-30-22, Tax Lot 103, municipally addressed as 3093 Pierce Parkway, is consolidated with the vacated right-of-way area depicted as Vacation Area "A" on Exhibit A into a single titled property.

Section 5: This right-of-way vacation is subject to and explicitly reserves easement rights for any existing sewer, water main, gas main, electricity, telephone communications, conduit of any kind, pole, structure, or thing used for or intended for public utilities or public service. The owner of any such utility or thing is hereby reserves the right to access, maintain, continue, repair, reconstruct, renew, replace, rebuild and enlarge any and all existing facilities.

Section 6: It is further a condition of this vacation that nothing herein contained shall cause or require the removal or abandonment of any sewer, water main, gas main, conduit of any kind, pole or thing used or intended for any public service. The right is hereby reserved for the owner of any such utility or thing to access, maintain, continue, repair, reconstruct, renew, replace, rebuild and enlarge any and all such things under existing or future easements.

Section 7: The City Recorder is directed to file certified copies of this ordinance with the Lane County Clerk, Lane County Assessor, and Lane County Surveyor.

ADOPTED by the Common Council of the City of Springfield this ____ day of _____, 2013, by a vote of ____ for and ____ against.

APPROVED by the Mayor of the City of Springfield this ____ day of _____, 2013.

Mayor

ATTEST:

City Recorder

State of Oregon)
) ss.
County of Lane)

REVIEWED & APPROVED
AS TO FORM
JOHN J. LEAHY
DATE: 6/7/13
OFFICE OF CITY ATTORNEY

This instrument was acknowledged before me on _____, by

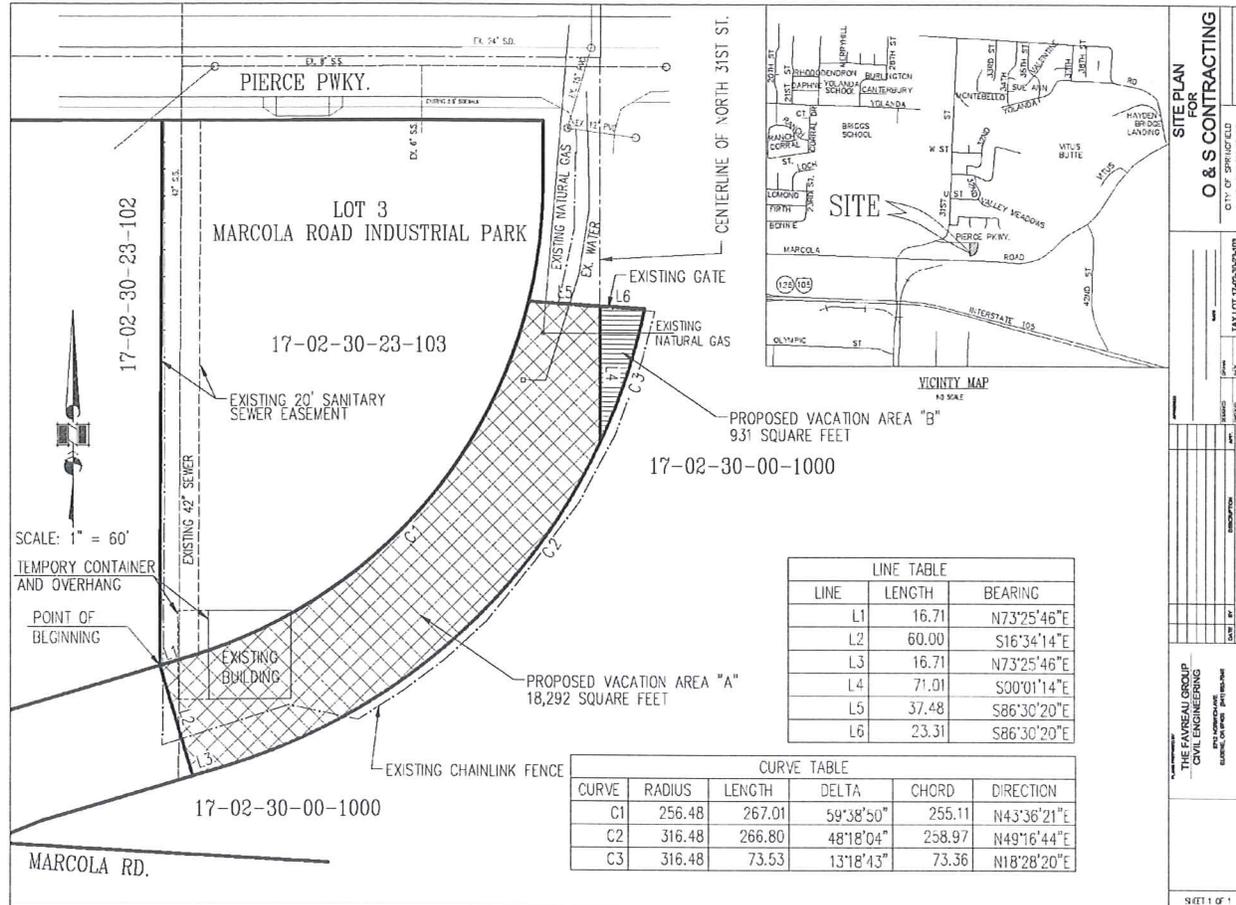
_____ as _____
(Name) (Position)

as _____ of the City of Springfield.

NOTARY PUBLIC FOR OREGON

My commission expires: _____

EXHIBIT A



LEGAL DESCRIPTION VACATION AREA "A"

A tract of land being situated in the northwest ¼ of Section 30, Township 17 South, Range 2 West of the Willamette Meridian, said tract of land being a portion of 31st Street and more particularly described as follows:

Beginning at the south corner of Lot 3 of MARCOLA ROAD INDUSTRIAL PARK as platted and recorded October 21, 1999 in File 75, Slides 897-899, Lane County Deeds and Records, Lane County, Oregon; Thence South 16°34'14" East, 60.00 feet; Thence North 73°25'46" East, 16.71 feet; Thence along the arc of a 316.48 foot radius curve, concave to the northwest, whose long chord bears North 49°16'44" East, 258.97 feet, a distance of 266.80 feet to the centerline of North 31st Street; Thence North along said centerline North 00°01'14" West, 71.01 feet; Thence North 86°30'20" West, 37.48 feet to the easterly property line of said Lot 3; Thence South along said easterly property line along the arc of a 256.48 foot radius curve, concave to the northwest, whose long chord bears South 43°36'21" West, 255.11 feet, a distance of 267.01 feet; Thence South 73°25'46" West, 16.71 feet to the point of beginning, all in the City of Springfield, Lane County, Oregon and containing 18,292 square feet of land, more or less.

LEGAL DESCRIPTION VACATION AREA "B"

Beginning at the south corner of Lot 3 of MARCOLA ROAD INDUSTRIAL PARK as platted and recorded October 21, 1999 in File 75, Slides 897-899, Lane County Deeds and Records, Lane County, Oregon; Thence South $16^{\circ}34'14''$ East, 60.00 feet; Thence North $73^{\circ}25'46''$ East, 16.71 feet; Thence along the arc of a 316.48 foot radius curve, concave to the northwest, whose long chord bears North $49^{\circ}16'44''$ East, 258.97 feet, a distance of 266.80 feet to the centerline of North 31st Street and the True Point of Beginning; Thence North along said centerline North $00^{\circ}01'14''$ West, 71.01 feet; Thence South $86^{\circ}30'20''$ East, 23.31 feet; Thence South along the arc of a 316.48 foot radius curve, concave to the northwest, whose long chord bears South $18^{\circ}28'20''$ West, 73.36 feet, a distance of 73.53 feet to the True Point of Beginning, all in the City of Springfield, Lane County, Oregon and containing 931 square feet of land, more or less.



**TYPE IV – VACATION OF PUBLIC RIGHT-OF-WAY
STAFF REPORT AND RECOMMENDATIONS**

File Name: 31st St. Right-of-Way Vacation

Applicant: Jeff Gaskill, O&S Contractors

Case Number: TYP413-00002

Proposal Location: Segment of 31st Street between Marcola Road and Pierce Parkway

Adjacent Zoning:
Light Medium Industrial (LMI)

Plan Designation: Light Medium Industrial

Applicable Comprehensive Plan:
Metro Plan



Application Submittal Date: May 2, 2013

Associated Applications: TYP112-00017 – Minimum Development Standards (Major) for Adjacent Site Development at 3093 Pierce Parkway

CITY OF SPRINGFIELD’S DEVELOPMENT REVIEW COMMITTEE

POSITION	REVIEW OF	NAME	PHONE
Project Manager	Planning	Andy Limbird	541-726-3784
Transportation Planning Engineer	Transportation	Michael Liebler	541-736-1034
Public Works Civil Engineer	Streets and Utilities	Clayton McEachern	541-736-1036
Deputy Fire Marshal	Fire and Life Safety	Gilbert Gordon	541-726-2293
Building Official	Building	David Bowsby	541-736-1029

APPLICANT’S DEVELOPMENT REVIEW TEAM

POSITION	NAME	PHONE	MAILING ADDRESS
Applicant	Jeff Gaskill O&S Contractors	541-747-9715	3093 Pierce Parkway Springfield, OR 97477
Applicant’s Representative	Tony Favreau, PE Favreau Group Engineering	541-683-7048	3750 Norwich Avenue Eugene, OR 97408

Review Process (SDC 5.20-115): The subject vacation request is being reviewed under Type IV procedures, without Planning Commission consideration.

Vacation Initiation and Application Submittal (SDC 5.20-120): In accordance with SDC 5.20-120 and ORS 270.080, a vacation application for public rights-of-way may be initiated by a property owner.

Finding: The property owner of an abutting parcel (municipally addressed as 3093 Pierce Parkway; Assessor's Map 17-02-30-23, Tax Lot 103) has filed an application requesting vacation of a segment of the 31st Street public right-of-way (Attachment 4).

Conclusion: The application requirements in SDC 5.20-120 have been met.

Site Information: The public right-of-way requested for vacation is a 320-foot long by 60-foot wide segment of 31st Street lying north of Marcola Road and south of Pierce Parkway. Because of an oblique intersection with Marcola Road and the proximity of a railroad spur line, 31st Street was realigned westward to an intersection with 28th Street in the 1970s. The right-of-way subject to the vacation request is gated and no longer used for public travel, and is deemed surplus to the City's needs. The abutting property owner to the west (Tax Lot 103) is requesting vacation of the right-of-way in order to incorporate the area into their recently-developed industrial site. Staff has determined that because of the original mechanism for dedication of 31st Street, approximately 95% of the vacation area would accrue to the applicant's property upon vacation.

Notice Requirements (SDC 5.20-125): Consistent with SDC 5.20-125, notice was provided as follows:

Mailed Notice. Notice of the annexation application was mailed May 28, 2013, which is 20 days prior to the public hearing date, to the affected property owner(s); owners and occupants of properties located within 300 feet of the perimeter of the affected territory; affected neighborhood groups or community organizations officially recognized by the city that includes the affected territory; and affected special districts and all other public utility providers.

Newspaper Notice. Notice of the June 17, 2013 public hearing was published in *The Register-Guard* on June 3 and 10, 2013.

Posted Notice. Notice of the June 17, 2013 public hearing was posted in five public places in the City: at the northern and southern ends of the 31st Street right-of-way proposed for vacation; at Springfield City Hall and in the Development & Public Works office; and on the City of Springfield website.

Conclusion: Notice of the public hearing was provided consistent with SDC 5.7-130.

Recommendation to City Council (SDC 5.7-135): The Development & Public Works Director shall forward a written recommendation on the vacation application to the City Council based on the approval criteria specified in Section 5.20-130, which are provided as follows with the SDC requirements, findings, and conclusions. The Director's recommendation follows SDC 5.20-130, Criteria.

Criteria (SDC 5.20-130): The application may be approved only if the City Council finds that the proposal conforms to the following criteria:

- A. For the Vacation of public utility easements, the Director shall approve, approve with conditions, or deny the application. The application will be approved if the Vacation is found to be consistent with the following criteria:**

1. There are no present or future services, facilities, or utilities deemed to be necessary by a utility provider and the easement is not necessary; or

Applicant's Narrative: *"There is a natural gas line in the existing right-of-way that services the property to the east. A seven-foot public utility easement, centered over the existing natural gas line, shall be dedicated as a part of the proposed right-of-way vacation. The existing right-of-way is physically blocked off by fencing and will not be needed for any future access or utilities"*.

Staff Finding: Staff advises that recent responses from utility providers has confirmed that more utilities than just the acknowledged natural gas line are present within or cross the right-of-way proposed for vacation. According to the utility providers, the subject right-of-way contains facilities owned and operated by the City, SUB Water, SUB Electric, EWEB, NW Natural Gas and CenturyLink. In this case, the provision of appropriate public easements will be required to accommodate the existing utilities. The proposal meets this sub-element of the criterion.

2. If the utility provider deems the easement to be necessary, public services, facilities, or utilities can be extended in an orderly and efficient manner in an alternate location.

Applicant's Narrative: *"There are no utilities that need the existing right-of-way for current or future use other than that described above."*

Staff Finding: As stated above, access to the right-of-way will need to be maintained for current utilities. This access can be afforded through appropriate public easements and licenses for the affected right-of-way (see Criterion B3 and Condition 1 below). Because the proposed vacation is for public right-of-way and not for a public utility easement, this sub-element of the criterion is not applicable.

Conclusion: This proposal meets Criterion A.

B. Where the proposed Vacation of public rights-of-way, other City property, or Partition or Subdivision Plats is reviewed under Type IV procedure, the City Council shall approve, approve with conditions, or deny the Vacation application. The application will be approved if the Vacation is found to be consistent with the following approval criteria.

1. The Vacation shall be in conformance with the Metro Plan, TransPlan, the Conceptual Local Street Map and adopted Functional Plans, and applicable Refinement Plan diagram, Plan District map, or Conceptual Development Plan;

Applicant's Narrative: *"This portion of right-of-way is not needed as a part of the above mentioned plans."*

Staff Finding: The subject right-of-way is depicted on the City's Conceptual Local Street Map as a truncated segment of 31st Street extending south of Pierce Parkway, but it is not shown as a necessary or planned connector street. There are no adopted Refinement or Conceptual Development Plans for the subject area. Because 31st Street was realigned more than 30 years ago, the residual segment of 31st Street right-of-way has been gated and not used for public travel. The road segment functioned as a driveway for a building on the adjacent property (Tax Lot 103) until it was demolished during site redevelopment in 2012. The proposal meets this sub-element of the criterion.

- 2. The Vacation shall not conflict with the provisions of Springfield Municipal Code, 1997; and this Code, including but not limited to, street connectivity standards and block lengths; and**

Applicant's Narrative: *"There are no existing or future parcels that take or will take their access from this portion of the right-of-way."*

Staff Finding: The proposed vacation will not affect street connectivity or block length, and does not conflict with provisions of the City's Municipal Code. The proposal meets this sub-element of the criterion.

- 3. There shall be no negative effects on access, traffic circulation, emergency service protection or any other benefit derived from the public right-of-way, publicly owned land or Partition or Subdivision Plat.**

Applicant's Narrative: *"There are no existing or future parcels that take or will take their access from this portion of the right-of-way, so, there are no parcels that will need this portion of the right-of-way for emergency service."*

Staff Finding: The applicant has provided for emergency access to the property and vacation area by installing a keyed gate that can be operated by Emergency and City Operations crews. Because there are multiple known utilities within the right-of-way proposed for vacation, provision will need to be made for maintenance access to existing equipment and buried lines. Staff recommends that the applicant make necessary arrangements for utility easements satisfactory to the affected utility providers, and provide evidence the easements have been recorded prior to the vacated right-of-way transferring to the applicant.

Staff Finding: Staff observes the applicant has installed fencing on the north and south sides of the right-of-way proposed for vacation. The fencing encroaches beyond the area contained in the vacation action and occupies portions of public right-of-way that will accrue to the Oregon National Guard site or remain in City ownership and control. To ensure the fences represent the true dimensions of the property combined with the vacated right-of-way, the applicant must relocate the subject fencing onto or inside the delineated property line of the consolidated parcels (ie. Tax Lot 103 and vacated right-of-way).

Recommended Conditions of Approval:

- 1. Prior to transfer of the vacated right-of-way to the property owner of Tax Lot 103, the applicant shall execute and record utility easement(s) satisfactory to all affected utility operators with facilities within the subject vacation area, including the City of Springfield, Springfield Utility Board, Eugene Water & Electric Board, NW Natural Gas and CenturyLink, and provide copies of these easements to the City.**
- 2. Prior to transfer of the vacated right-of-way to the property owner of Tax Lot 103, the applicant shall satisfactorily address existing fence encroachments outside the northeast and south edges of the vacated right-of-way by installing the fencing on or inside the ultimate property line for consolidated Tax Lot 103.**

Conclusion: As conditioned herein, this proposal meets Criterion B.

C. Notwithstanding the provisions of Subsection B., above where the land affected by the proposed Vacation of public right-of-way, other public land as specified in ORS 271.080, or public easement will remain in public ownership and will continue to be used for a public purpose, the request shall be reviewed under the Type IV procedure. The City Council may approve the Vacation application if it is found to be consistent with the following criteria:

1. The Vacation was initiated by the City Council pursuant to ORS 271.130(1);

Applicant's Narrative: *"The City Council will hear the proposal during the public hearing."*

Staff Finding: The vacation action was initiated by an adjacent property owner and not by the City Council. The City Council will act on the vacation request in accordance with provisions of ORS 271.080 and Section 5.20-115.B of the City's Development Code. Therefore, this sub-element of the criterion is not applicable.

2. Notice has been given pursuant to ORS 271.110(1);

Applicant's Narrative: *"Proper notice will be sent out by the City."*

Staff Finding: Notice of the public hearing for vacation of the subject right-of-way has been provided in accordance with ORS 271.110(1) and Section 5.20-125 of the City's Development Code. Therefore, the proposal meets this sub-element of the criterion.

3. Approval of the vacation would be consistent with provision of safe, convenient and reasonably direct routes for cyclists, pedestrians and vehicles as provided in OAR 660-012-00045(3);

Applicant's Narrative: *"Since this right-of-way only services the applicant, the general public will not be affected."*

Staff Finding: The segment of right-of-way proposed for vacation has been intentionally gated and closed to public travel, and therefore does not provide a connectivity function for vehicles, cyclists and pedestrians. Vehicle, pedestrian and bicycle connectivity is not necessary or desirable at the subject location because of its oblique intersection with Marcola Road and the proximity of a railroad spur line. The street was realigned west of the subject right-of-way in order to provide separation from the railroad track crossing and to create a suitable intersection with Marcola Road. The realigned section of 28th/31st Street provides a preferred alternate route because it has been developed as a three-lane major collector street with setback pedestrian sidewalks and dedicated bicycle lanes. Therefore, the proposal meets this sub-element of the criterion.

4. Whether a greater public benefit would be obtained from the vacation than from retaining the right of way in its present status; and

Applicant's Narrative: *"Since this right-of-way only services the applicant, the general public will not be affected."*

Staff Finding: The segment of right-of-way is City owned and maintained, and because it is not actively used for public travel it constitutes a potential maintenance liability. Incorporation of this land

into the adjoining industrial site not only eliminates this potential liability, but also enables the land to be used to support the primary industrial activity on the property.

Staff Finding: In accordance with Section 3.204 of the City's Municipal Code, "the City shall require the payment to the City by the applicant of an amount equal to the assessment of special benefit resulting or inuring to the abutting property that results from the vacation and disposition of property to the benefited property owners." Staff has researched the original bargain and sale deed for 31st Street and determined that Lane County purchased the road alignment from the Pierce family in 1954 for the sum of \$10. This is a very modest amount, even when translated to 2013 dollars, so the original public purchase cost for the road essentially constitutes a "donation" and only a portion of the originally dedicated road right-of-way is being proposed for vacation at this time. Because the right-of-way is encumbered by underground utilities and provides limited additional benefit to the adjoining property owner (primarily for additional parking, vehicle maneuvering, and increased site security) staff is of the view that its marginal value does not exceed the applicant's cost for vacation application fees and assumption of maintenance responsibility. Therefore, the assessment of benefit is not applicable to this vacation request.

Staff Finding: Two remnant stubs of 31st Street will remain at the north and south ends of the right-of-way requested for vacation. The northern end will be used for emergency vehicle turnaround and access to the existing fire hydrant at the southeast corner of 31st Street at Pierce Parkway. The southern stub of right-of-way will remain in City ownership at this time. Because this segment of right-of-way abuts property owned by the Pipefitters Union (and would accrue to their parcel), this organization would need to actively participate in the vacation process. The applicant was successful in obtaining a concurrence to the subject vacation from a Union representative, but they did not respond to the applicant's request for participation in the vacation action. Therefore, the proposal meets this sub-element of the criterion.

5. Whether provisions have been made to ensure that the vacated property will remain in public ownership.

Applicant's Narrative: *"The vacated property will be in private ownership and maintained by the applicant."*

Staff Finding: As noted above, staff advises that the segment of right-of-way is no longer used for public travel and presents a potential maintenance liability to the City. Staff recommends disposing of the remnant right-of-way because there is no compelling reason to retain the subject property in public ownership. Disposition of the right-of-way is predicated on provision of suitable easements and licenses for existing utilities within the vacation area (Condition 1). Therefore, the proposal meets this sub-element of the criterion.

Conclusion: This proposal meets Criterion C.

City Council Decision (SDC 5.20-135): City Council approval of the vacation application is done by adoption of a Vacation Ordinance. In accordance with SDC 5.20-135, the City Council may attach conditions as may be reasonably necessary to allow the Vacation to be granted, including but not limited to provision of easements for existing utilities.

Finding: On June 17, 2013, the City Council will conduct a Public Hearing and give first reading of the Vacation Ordinance. Based on the staff analysis and recommendations, and on testimony provided at the Public

Hearing, the City Council may direct a second reading of the Ordinance to occur on or after July 1, 2013. The Council may order modifications to this Ordinance in consideration of evidence in the record. The Director recommends approval of the vacation application subject to the conditions described in the staff report and as summarized below.

SUMMARY OF STAFF RECOMMENDED CONDITIONS OF APPROVAL:

- 1. Prior to transfer of the vacated right-of-way to the property owner of Tax Lot 103, the applicant shall execute and record utility easements satisfactory to all affected utility providers within the subject vacation area, including the City of Springfield, Springfield Utility Board, Eugene Water & Electric Board, NW Natural Gas and CenturyLink, and provide copies of these easement to the City.**
- 2. Prior to transfer of the vacated right-of-way to the property owner of Tax Lot 103, the applicant shall satisfactorily address existing fence encroachments outside the northeast and south edges of the vacated right-of-way by installing the fencing on or inside the ultimate property line for consolidated Tax Lot 103, and provide evidence thereof to the City.**

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
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 WAL-MART STORES, INC, DBA: Walmart #4178.

ACTION REQUESTED: Endorsement of OLCC Liquor License Application for Walmart #4178, a Super Store style location, located at 2730 Gateway Street, Springfield, Oregon 97477.

ISSUE STATEMENT: The owner of Wal-Mart Stores, Inc 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 Wal-Mart Stores, INC, DBA: Walmart #4178 is for a New Outlet with Off-Premises Sales and applying as a Corporation. The new license application has been reviewed and approved by the appropriate City Departments.



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

16238

<p>Application is being made for:</p> <p>LICENSE TYPES</p> <input type="checkbox"/> Full On-Premises Sales (\$402.60/yr) <ul style="list-style-type: none"> <input type="checkbox"/> Commercial Establishment <input type="checkbox"/> Caterer <input type="checkbox"/> Passenger Carrier <input type="checkbox"/> Other Public Location <input type="checkbox"/> Private Club <input type="checkbox"/> Limited On-Premises Sales (\$202.60/yr) <input checked="" type="checkbox"/> Off-Premises Sales (\$100/yr) <ul style="list-style-type: none"> <input type="checkbox"/> with Fuel Pumps <input type="checkbox"/> Brewery Public House (\$252.60) <input type="checkbox"/> Winery (\$250/yr) <input type="checkbox"/> Other: _____		<p>ACTIONS</p> <input type="checkbox"/> Change Ownership <input checked="" type="checkbox"/> New Outlet <input type="checkbox"/> Greater Privilege <input type="checkbox"/> Additional Privilege <input type="checkbox"/> Other _____	<p>CITY AND COUNTY USE ONLY</p> <p>Date application received: <u>June 12 '13</u></p> <p>The City Council or County Commission: <u>City of Springfield</u> <small>(name of city or county)</small></p> <p>recommends that this license be:</p> <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<p>90-DAY AUTHORITY</p> <input checked="" type="checkbox"/> 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		<p>OLCC USE ONLY</p> <p>Application Rec'd by: <u>J. O'neill</u></p> <p>Date: <u>6/10/13</u></p> <p>90-day authority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>APPLYING AS:</p> <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Individuals			

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

① Wal-Mart Stores, Inc. ③ _____

② _____ ④ _____

2. Trade Name (dba): Walmart #4178

3. Business Location: 2730 Gateway Street Springfield Lane OR 97477
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 702 SW 8th Street Bentonville AR 72716-0500
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 479-277-2768 479-204-9864
(phone) (fax)

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

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

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

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

11. Contact person for this application: Jennifer Muro 479-277-2768
(name) (phone number(s))
702 SW 8th Street, Bentonville, AR 72716-0500 479-204-9864 Jennifer.Muro@wal-mart.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 Andrea Lazenby Date 6-6-13 ③ _____ Date _____

② Andrea Lazenby Date _____ ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Wal-Mart Stores, Inc. Phone: 479-277-2768

Trade Name (dba): Walmart #4178

Business Location Address: 2730 Gateway Street

City: Springfield ZIP Code: 97477

DAYS AND HOURS OF OPERATION

Business Hours: 6:00am-12:00am

Outdoor Area Hours: N/A

The outdoor area is used for: N/A

Sunday	<u>6A</u>	to	<u>12A</u>
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

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

Food service Hours: _____ to _____

Alcohol service Hours: _____ to _____

Enclosed, how _____

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: N/A

- | | |
|--------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing | <input type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables |
| | <input type="checkbox"/> 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: _____ Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: _____

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: Andrea Lazenby Date: 6-6-13

Andrea Lazenby
Assistant Secretary

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
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 LAVELLE VINEYARDS, INC, DBA: LAVELLE VINEYARDS.

ACTION REQUESTED: Endorsement of OLCC Liquor License Application for LaVelle Vineyards, an entertainment style location, located at 400 International Way, Suite 130, Springfield, Oregon 97477.

ISSUE STATEMENT: The owners of LaVelle Vineyards, INC, 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 LaVelle Vineyards, INC, DBA: LaVelle Vineyards is for a New Outlet as a Winery and applying as a Corporation. The new license application has been reviewed and approved by the appropriate City Departments.



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

16241

Application is being made for:

LICENSE TYPES

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

ACTIONS

- q Change Ownership
q New Outlet
q Greater Privilege
q Additional Privilege
X Other

change of location and location

CITYAND COUNTYUSE ONLY

Date application received: 6-20-2013

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- q Granted q Denied

By: (signature) (date)

Name:

Title:

OLCC USE ONLY-

Application Rec d by: [Signature]

Date: 6/20/13

90 day authority: q Yes X No

90 DAY AUTHORITY

q 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:

- q Limited Partnership X Corporation q Limited Liability Company q Individuals

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

LAVENE VINEYARDS, INC

2. Trade Name (dba): LAVENE VINEYARDS

3. Business Location: 400 INTERNATIONAL WAY STE 130 SPRINGFIELD OREGON 97477

4. Business Mailing Address: PO Box 5 ELMIRA OR 97437

5. Business Numbers: 541 935-9406 541 935-7202

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

7. If yes to whom: Type of License:

8. Former Business Name:

9. Will you have a manager? X Yes q No Name: MATTHEW LAVENE

10. What is the local governing body where your business is located? CITY OF SPRINGFIELD

11. Contact person for this application: MATTHEW LAVENE 541 852-8181

89697 SHEFFLER RD. 541 935-7202 MATTHEW@LAVENEVINEYARDS.COM

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

Applicant(s) Signature(s) and Date:

[Signatures] Date 6-20-13 Date



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: LaVelle Vineyards, Inc Phone: 541-935-9406

Trade Name (dba): LaVelle Vineyards

Business Location Address: 400 International Way Suite # ~~100~~ 130

City: Springfield ZIP Code: 97477

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>12</u>	to	<u>5</u>
Monday	<u>-</u>	to	<u>-</u>
Tuesday	<u>-</u>	to	<u>-</u>
Wednesday	<u>12</u>	to	<u>9</u>
Thursday	<u>12</u>	to	<u>9</u>
Friday	<u>12</u>	to	<u>9</u>
Saturday	<u>12</u>	to	<u>9</u>

Outdoor Area Hours:

Sunday	<u>-</u>	to	<u>-</u>
Monday	<u>-</u>	to	<u>-</u>
Tuesday	<u>-</u>	to	<u>-</u>
Wednesday	<u>-</u>	to	<u>-</u>
Thursday	<u>-</u>	to	<u>-</u>
Friday	<u>-</u>	to	<u>-</u>
Saturday	<u>-</u>	to	<u>-</u>

The outdoor area is used for: N/A

Food service Hours: _____ to _____

Alcohol service Hours: _____ to _____

Enclosed, how _____

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:

- | | |
|----------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input checked="" type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing | <input type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables |
| | <input type="checkbox"/> 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: 105 Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: 105

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: Matthew Liddle Date: May 29, 2013

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
Meeting Type: Regular Meeting
Staff Contact/Dept.: Randy Groves
Staff Phone No: 726-2292
Estimated Time: Consent Calendar
Council Goals: Financially Responsible
and Stable Government
Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE:

APPROVE A CONTRACT EXTENSION FOR FIRE APPARATUS
MAINTENANCE AND REPAIR WITH OREGON APPARATUS REPAIR, INC.

ACTION**REQUESTED:**

By motion:

- Authorize City Manager to sign a contract extension with Oregon Apparatus Repair, Inc. for maintenance and repair of fire apparatus.

ISSUE**STATEMENT:**

Springfield Fire & Life Safety is requesting to extend the current contract for apparatus maintenance and repair services with Oregon Apparatus Repair, Inc. for one year.

ATTACHMENTS:

1. Second Amendment to Oregon Apparatus Repair, Inc. Contract
-

**DISCUSSION/
FINANCIAL
IMPACT:**

Fire & Life Safety selected Oregon Apparatus Repair, Inc. through an RFP process in 2011 to provide ongoing services for maintenance and repair of fire apparatus.

SFLS spends over \$200,000 per year on maintenance, repair, and inspection of the apparatus fleet to ensure the safety of the firefighters and the public. Oregon Apparatus Repair, Inc. has over 30 years experience in fire apparatus maintenance and has provided a variety of services to Springfield Fire over the years.

This is the second and final proposed contract extension and will run through June 30, 2014.

**SECOND AMENDMENT TO CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD
AND
Oregon Apparatus Repair, Inc.
C539**

July 1, 2013

Parties:

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

"City"

And

**Oregon Apparatus Repair, Inc.
90498 Hwy. 99N, Unit 2
Eugene, OR 97402**

"Independent Contractor"

The Parties hereby agree that the Independent Contractor Agreement dated June 6, 2011, and the First Amendment dated June 19, 2012, between the City of Springfield (City) and Oregon Apparatus Repair, Inc. (Independent Contractor) included herein as Attachment 1, is hereby amended for the second time as follows:

5. Term. Pursuant to the agreement referenced herein as Attachment 1, this agreement is hereby amended for an additional one-year period upon mutual agreement of the parties. This agreement will continue for a period of one year and shall expire June 30, 2014, unless earlier terminated in accordance with the provisions of this Agreement. This amendment shall be the second of two (2) possible successive one year period extensions.

Except as amended herein, all other terms and conditions of the Independent Contractor Agreement between Parties dated June 6, 2011 will remain in full force and affect.

INDEPENDENT CONTRACTOR

CITY OF SPRINGFIELD

Name: Michael P. Shan

Name: _____

Title: President, Oregon Apparatus Repair, Inc.

Title: _____

Date: 6/12/13

Date: _____

Reviewed by City Contract Officer

Mike Hu 6.12.13

REVIEWED & APPROVED
AS TO FORM
Jordan L. Lantry
DATE: 6/13/13
LEGAL COUNSEL

**FIRST AMENDMENT TO CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD
AND
Oregon Apparatus Repair, Inc.
C539**

July 1, 2012

Parties:

The City of Springfield
225 Fifth Street
Springfield, OR 97477

“City”

And

Oregon Apparatus Repair, Inc.
90498 Hwy. 99N, Unit 2
Eugene, OR 97402

“Independent Contractor”

The Parties hereby agree that the Independent Contractor Agreement dated June 6, 2011, between the City of Springfield (City) and Oregon Apparatus Repair, Inc. (Independent Contractor) included herein as Attachment 1, is hereby amended for the first time as follows:

Term. Pursuant to the agreement referenced herein as Attachment 1, this agreement is hereby amended for an additional one-year period upon mutual agreement of the parties. This agreement will continue for a period of one year and shall expire June 30, 2013, unless earlier terminated in accordance with the provisions of this Agreement. This amendment shall be the first of two (2) possible successive one year period extensions.

Except as amended herein, all other terms and conditions of the Independent Contractor Agreement between Parties dated June 7, 2011 will remain in full force and affect.

INDEPENDENT CONTRACTOR

Name: Michael S. Shea
Title: President, Oregon Apparatus Repair, Inc.
Date: 6/07/12

[Signature] 6.7.12
Reviewed by City Contract Officer

CITY OF SPRINGFIELD

Name: [Signature]
Title: CITY MANAGER
Date: 6/19/12

**REVIEWED & APPROVED
AS TO FORM**

[Signature]
DATE: 6.11.12
OFFICE OF CITY ATTORNEY

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT
Contract # 539**

Dated: June 6, 2011

Parties: City of Springfield ("CITY")
225 Fifth Street
Springfield, Oregon 97477

And

Oregon Apparatus Repair, Inc. ("Independent Contractor")

Additional Independent Contractor Information:

- A. Type of Entity: Sole Proprietorship Partners Limited Liability Company Corporation
- B. Address: 90498 Hwy. 99N, Unit 2, Eugene, OR 97402
- C. Telephone: 541.689.5445
- D. Fax No: 541.689.5357
- E. SSN or Fed. I.D. No: 93-1038324
- F. Professional License(s) No: N/A
- G. Oregon Agency Issuing License: N/A
- H. Foreign Contractor Yes No
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B(11).

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

Account Number	Percentage
100-35200-660016	100%

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

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described on Attachment "1" attached hereto and incorporated herein by this reference. Independent Contractor and in an amount not to exceed \$225,000.
2. **Services to be performed by Independent Contractor.** Independent Contractor shall perform the *Fire apparatus maintenance and repair services described in Attachment 1 (Oregon Apparatus Repair, Inc. RFP Response dated Feb. 9, 2011).*
3. **Sourcing.** This contract was awarded pursuant to the City's RFP.#517 – Fire Apparatus Maintenance & Repair.
4. **Intergovernmental Cooperative Purchasing.** The Seller agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Springfield purchase requirements/usage only. A public agency wishing to purchase items will execute its own contract with the awarded bidder for its requirements. Please see ORS 279A.215 and OAR's 137-046-0430 & 137-047-0290.

5. **Term.** This Agreement is effective as of the date first set forth above and shall continue until June 30, 2012, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
6. **Extension.** This Agreement may be extended for additional two (2) one-year periods upon agreement of both parties which includes the review and approval of the Springfield Common Council in consideration of the requirements of the Springfield Municipal Code Section 2.708(3) and with the following procedure:
 - 6.1 The parties shall confer not later than 30 days before the expiration of this Agreement regarding the desirability of extending the Agreement. The Springfield Contract Representative and the Independent Contractor shall confer regarding the proposed fee for services and any other proposed Agreement revisions proposed by either party.
 - 6.2 If the parties, after negotiation, agree, an Agreement Modification that stipulates any and all Agreement modifications shall be executed. The Agreement Modification shall be attached to this Agreement.
7. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235 and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference.
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, and social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
11. **Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
13. **No Authority to Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
14. **Indemnification and Hold Harmless.** The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor

under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 13 shall not negate Contractor's obligation in this paragraph.

15. Insurance.

- 15.1 General Insurance.** The Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor or the fault of the Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits.
- 15.2 Workers' Compensation.** Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for the exemption shall be provided to the City.
- 15.3 Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.
- 15.4 Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance Company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. MI (Contractor initials)
- 15.5 Equipment and Material.** The Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 15.6 Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 15.7 Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation insurance with coverages equivalent to those required of the Independent Contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors.

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

Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

16. **Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
17. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
18. **Compliance with All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
19. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
20. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
21. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
22. **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
23. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
24. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
25. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
26. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

- 27. **Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Lane.
- 28. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

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

CITY OF SPRINGFIELD:

By: *[Signature]*
 Name: Gino GAIMARDI
 Title: CITY MANAGER
 Date: 6/7/11

INDEPENDENT CONTRACTOR

By: *[Signature]*
 Name: Michael L. Thorn
 Title: President, Oregon Apparatus Repair, Inc.
 Date: 5/06/11

**REVIEWED & APPROVED
 AS TO FORM**
[Signature]
 DATE: 5.11.11
 OFFICE OF CITY ATTORNEY

Reviewed by City Contract Officer
[Signature] 5.1.11

EXHIBIT "A"

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

Independent Contractor Status

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

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

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

EXHIBIT "B"

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

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

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

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

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

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

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

ATTACHMENT 1

- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

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

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

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

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



**City of Springfield
Fire and Life Safety Department**

**REQUEST FOR
PROPOSALS**

FOR

Fire Apparatus Maintenance & Repair

January 31, 2011

Page 1 of 26

OAR JUNE 6, 2011 AGREEMENT

Page 1 of 71

C539 First Amendment

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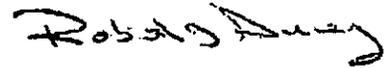
**CITY OF SPRINGFIELD
OREGON**

**Request for Proposal
Fire and Life Safety Department
Fire Apparatus Maintenance**

Scaled bids will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 21st of February, 2011 and opened at 2:00 p.m. local time the same day, for proposals regarding a Fire and Life Safety Fire Apparatus Maintenance. Sealed bids must be marked "RFP: Fire Apparatus Maintenance".

Proposal packets are available on the City's website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts* then *RFP: Fire Apparatus Maintenance* or by contacting Jayne McMahan at (541)726-3708 or by email: jmcmahan@springfield-or.gov.

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposal when doing so is deemed to be in the best interest of the City.



Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:

The Register Guard: January 30, 2011

Daily Journal of Commerce January 31, 2011

I. Proposal Overview

The City of Springfield, Oregon requests proposals from qualified vendors for maintenance and repair of fire apparatus as described herein.

An RFP packet may be downloaded from the City of Springfield home page (www.ci.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov or by phone at (541)726-3708. Prospective Proposers are requested to confirm receipt of downloaded RFP packets by email to City of Springfield, Attn: Jayne McMahan at the above email address.

Other public agencies may use this competitive selection and contract, with no material change in terms, conditions or prices, as a basis for executing their own separate agreement with the Contractor. As a condition to this use, other agencies shall be responsible for the appropriateness of the decision to use this process pursuant to ORS 279A.215, or to agree to contract terms and any protest obligations under ORS 279A.225.

It is the City's intent to establish an agreement with qualified supplier(s) for maintenance and repair of fire apparatus. The agreement may be updated annually, to extend the term for not more than two successive one year periods, upon mutual agreement of the parties. If extended, City shall consider the requirements of the Springfield Municipal Code (SMC) Section 2.708(3) and each extension shall not be effective until reviewed and approved by the Springfield Common Council.

It is conceivable that the agreement may become a multi-Supplier agreement. Proposers are encouraged to bid all or part of the items included in this Request for Proposal.

II. Proposal Format

Proposals must include the items listed below.

- A. Proposer's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number.
- B. Primary contact person's name, title, phone number, fax number and email address.
- C. Identify whether you qualify as resident bidder as described in ORS 279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
- D. Proposing firm's experience in maintenance of fire apparatus of the type and variety owned by Springfield Fire & Life Safety.
- E. A minimum of three (3) references from recent customers (within the last 2 years) for fire apparatus maintenance.

ATTACHMENT 1

- F. Specifications of proposed maintenance agreement are as outlined in Attachment 1. **Submission of Equal Specifications:** All equal specifications offered by Proposers, will be evaluated by the City for quality, performance, functionality or other characteristics to meet City requirements. Proposers shall submit all requests for evaluation of equal specifications by February 8, 2011. City responses to requests will be provided proposers by February 15, 2011. If accepted, equal specifications will not necessarily receive full value but instead will be given points within the range of full to less depending upon the evaluation of staff. Proposals shall clearly identify all equal specifications submitted. The City has the final authority to determine which equal specifications are acceptable and which are not. If equal specifications have not been accepted by City prior to submission of proposal, Proposers shall accept risk that equal specifications may be rejected.
- G. Proposer's level of maintenance service and spare part support for fire apparatus.
- H. Schedule and Expense Itemization for services to be provided by Proposer (Complete Attachment.2 or provide similar breakdown).
- I. Complete statement and itemized description of any equal specification to the specifications as stated herein.

III. Contact Person

Proposers may contact Jayne McMahan for further information regarding this process. **Contact with other City officials may be grounds for disqualification.** Jayne McMahan can be reached by email at jmcmahan@springfield-or.gov or by phone at (541) 726-3708. Questions regarding specifications will be forwarded by Jayne McMahan to the appropriate Fire & Life Safety personnel when more detailed technical explanations are required, and upon receipt of response from City of Springfield Fire and Life Safety personnel, Ms. McMahan will disseminate the information by written addenda issued by the City (See Section VII)

IV. Schedule For Selection Process

Proposals Advertised	January 30, 2011
RFP Available	January 31, 2011
Requests to Consider Equal Specification Due	February 8, 2011 5pm Local Time
City's Determination Regarding Equal Spec.	February 15, 2011
Proposals Due /Opening	March 2, 2011 2pm Local Time
Interviews (if necessary)	March 4, 2011 (Approximate)
Notice of Intent to Award	March 9, 2011 (Approximate)
Contract Awarded	March 16, 2011 (Approximate)

V. Selection Criteria And Process

Each proposal will be compared to the specifications stated herein. Points will be assigned to proposals that most closely match or exceed the RFP requirements based on the selection criteria. The Proposal with the highest number of assigned points will be selected for the contract.

A. Conformity of submitted proposal to this RFP	5 Points
B. References from at least 3 recent customers within the past 2 years	5 Points
C. Cost Analysis	35 Points
D. Spare part & maintenance service support	10 Points
E. Turn-around time & emergency repair handling	25 Points
F. Employee qualifications as Emergency Vehicle Tech (EVT) and years experience with emergency vehicles.	20 Points

Proposals must be signed by a principal member of the proposing entity capable of binding the entity. Included with the signature should be principal's written name, title, address, and telephone number (see Attachment 5).

(1) One original and (5) five copies of the proposal, clearly marked "RFP: Fire Apparatus Maintenance & Repair" and contained in a sealed envelope or box shall be received no later than 2:00 PM local time, March 2, 2011 at the following address:

City of Springfield
 Administrative Services Dept.
 Attention: Jayne McMahan, Management Analyst
 225 Fifth Street,
 Springfield, Oregon 97477

Proposals will be opened on March 2, 2011 at 2:00 pm local time. All proposals shall be valid through 90 days after the RFP closing date.

VI. Late Proposals Not Considered

Proposals must be received by 2:00PM local time on February 21, 2011 at the address listed above. Any proposals received after the deadline will not be considered. Faxed or emailed proposals will not be accepted.

VII. Addenda To RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, City of Springfield will post addenda on the City website (www.ci.springfield-or.gov) and will make reasonable effort to provide addenda to all Proposers to whom City provided the initial RFP. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the RFP. City is not responsible for any

explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

Addenda, including but not limited to City's response to Equal Specification determinations, may be downloaded from the City of Springfield home page (www.ci.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov. Prospective Proposers are requested to confirm receipt of downloaded Addenda by email to City of Springfield, Attn: Jayne McMahan at the above email address.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of City shall be final and binding upon all parties.

VIII. Contract

The successful Proposer will be expected to enter into a contract with the City. An example of said contract is attached herein as Attachment 6.

Contract shall commence on a date agreed upon by both parties and shall continue for one year unless, extended, modified, or terminated as provided in the contract. Contract may be extended for additional one-year periods upon compliance with the provisions of the contract and agreement of both parties.

IX. Reporting And Payment

CITY shall pay winning Proposer upon receipt, inspection and acceptance of repairs/maintenance in accordance with agreed upon terms and conditions. Supplier shall deliver to the City of Springfield the services described herein.

X. Negotiation Of Agreement

City reserves the right to negotiate a final contract which is in the best interest of City considering cost effectiveness and quality control. Once a tentative selection has been made by the evaluation committee, Staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or staff decides to terminate the selection process. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for award.

XI. City Selection Discretion

City reserves the right to reject any or all proposals and to waive irregularities and informalities in the selection process. The City further reserves the right to negotiate, amend, and refine proposals in consultation with one or more of the prospective Proposers.

XII. Proposal Ownership

ATTACHMENT 1

All material submitted by the Proposers shall be considered property of City, and City shall not be required to return same to any Proposer. The material submitted by Proposers will be treated in the same manner as City's own records.

After proposal opening, all proposals become part of the public record and are available for public review unless exempt under Oregon Public Records Law. Proposers wishing to exempt appropriate portions of their proposals from disclosure as public records are encouraged to discuss their concerns with City's Finance Director (address listed below) prior to the submissions of their proposals.

Bob Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XIII. Exceptions To RFP

If, for any reason, a Proposer should desire an interpretation of a term or condition of this RFP, find fault with the structure of this RFP or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
Fax: (541) 726-3782

City will make every effort to answer questions and, if warranted, to amend the RFP. Responses to questions and amendments to the RFP will be posted on the City of Springfield home page (www.springfield-or.gov, click on the Purchase/Contracts page). Proposers who are unable or unwilling to meet one or more of the requirements of this RFP should include, as part of their response, written exceptions to those requirements.

XIV. Specification Change Requests

A prospective Proposer may deliver to Jayne McMahan, Management Analyst at City of Springfield Finance Department, a written request for change to any of the specification listed in this Request for Proposal. Such request shall be delivered on or before February 8, 2011. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request,
- A description of the resulting prejudice to the prospective Proposer,
- A statement of the form of relief requested or any proposal changes to the specifications.

ATTACHMENT 1

The City will review the specification change request and notify the prospective Proposer of the decision in writing prior to the RFP closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.

A submission of an equal specification is not a specification change request.

XV. Protest

Any Proposer who has submitted a proposal to the City of Springfield and who is adversely affected by the City's award of the Contract to another Proposer and who desires to protest said award shall submit within 7 days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

Failure to file a protest as specified herein waives Proposers right to pretest or contest the award. An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of the City's Contract award. Concerns must be submitted to:

Robert Duey
Finance Director
City of Springfield
225 Fifth Street
Springfield, OR 97477

XVI. Cost Of Proposal

The City of Springfield is not liable for any costs incurred by vendors for the preparation and presentation of their proposals. This includes any costs in the submission of a proposal or in making necessary studies or designs for the preparation thereof.

ATTACHMENT 1

FIRE APPARATUS MAINTENANCE & REPAIR SPECIFICATIONS

NOTE: "BRAND NAME OR EQUAL SPECIFICATION" MEANS A SPECIFICATION THAT USES ONE OR MORE MANUFACTURERS' NAMES, MAKES, CATALOG NUMBERS OR SIMILAR IDENTIFYING CHARACTERISTICS TO DESCRIBE THE STANDARD OF QUALITY, PERFORMANCE, FUNCTIONALITY OR OTHER CHARACTERISTICS NEEDED TO MEET THE CONTRACTING AGENCY'S REQUIREMENTS. SUCH SPECIFICATION AUTHORIZES BIDDERS OR PROPOSERS TO OFFER GOODS OR SERVICES THAT ARE EQUIVALENT OR SUPERIOR TO THOSE BRANDS NAMED OR DESCRIBED IN THE SPECIFICATION.

1. INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to cover the furnishing and delivery of fire apparatus maintenance and repairs for the City of Springfield, Department of Fire & Life Safety's apparatus fleet. These detailed specifications cover the requirements as to the type of qualifications and service to which the successful proposer shall conform. Minor details, which are not otherwise specified, are left to the discretion of the contractor.

Apparatus covered by this agreement shall include, but are not limited to:

- 2010 Pierce Velocity Pumper, 3 each
- 2004 Pierce Contender Pumper
- 1997 Pierce Saber Pumper
- 1995 Pierce Saber Pumper
- 2003 E-One 75' Aerial
- 2002 Pierce Aerial
- 1989 Pierce Arrow Pumper
- 1998 Tender
- 2006 Freightliner Medic Unit (other model years as well)
- 2009 International Medic Unit (2 units)

1.1. General Specifications. The following are specifications applicable to the apparatus requested.

1.1.1. Industry Requirements. Apparatus repairs and maintenance must meet or exceed all current applicable requirements of the following organizations:

- 1.1.1.1. American National Standards Institute (ANSI)
- 1.1.1.2. American Petroleum Institute (API)
- 1.1.1.3. American Society of Mechanical Engineers (ASME)
- 1.1.1.4. American Welding Society (AWS)
- 1.1.1.5. Environmental Protection Agency (EPA)
- 1.1.1.6. Federal Highway Administration (FHWA)
- 1.1.1.7. Federal Motor Carrier Safety Administration (FMCSA)
- 1.1.1.8. Federal Motor Vehicle Safety Standards (FMVSS)
- 1.1.1.9. Federal Transportation Administration (FTA)
- 1.1.1.10. International Standards Organization (ISO)
- 1.1.1.11. Joint Industry Council (JIC)

ATTACHMENT 1

- 1.1.1.12. National Electrical Code (NEC)
- 1.1.1.13. National Fire Protection Agency (NFPA)
- 1.1.1.14. National Highway Traffic Safety Administration (NHTSA)
- 1.1.1.15. Occupational Safety and Health Administration (OSHA)
- 1.1.1.16. Society of Automotive Engineers (SAE)
- 1.1.1.17. Sound Emission Analysis (SEA)
- 1.1.1.18. State of Oregon Motor Vehicle Code
- 1.1.1.19. Tire and Rim Association (T&RA)
- 1.1.1.20. U.S. Department of Transportation (DOT)

- 1.2. Proposals shall only be considered from companies that have an established reputation in the field of fire apparatus maintenance and have dedicated service facilities for the repair and service of products. Evidence of such a facility shall be included in proposer proposal.
- 1.3. Each proposer shall furnish satisfactory evidence of their ability to perform work on the Springfield Fire apparatus fleet, and shall state the location of the facilities where the apparatus maintenance is to be performed. The proposer shall also show that the company is in position to render prompt service and to furnish replacement parts.
- 1.4. Proposer shall include a description of their ability to perform or provide for annual pump and ladder testing in compliance with NFPA and UL testing requirements. Estimated cost of each test type shall be included as part of the cost analysis (Attachment 2).
- 1.5. Each bid shall be accompanied by a detailed set of "Contractor's Specifications" consisting of a detailed description of the mechanic's qualifications to work on fire apparatus, record keeping systems used, and Proposer's ability to handle 24-hour service coverage.

2. QUALITY AND WORKMANSHIP

The successful Proposer shall embody the latest approved automotive engineering practices. The workmanship shall be of the highest quality in its respective field.

- 2.1. **Qualifications.** Proposer shall submit the level of certification held by each mechanic that may be assigned to work on Springfield fire apparatus. Certifications specific to the requirements of NFPA standards are mandatory.
 - 2.1.1. Include in proposal the number of service employees, technical certifications of each employee, and number of years of experience as an emergency vehicle technician (EVT) by each employee.
 - 2.1.2. Describe in detail the scope of services Proposer is ready, willing and able to provide. Include description of those services Proposer would outsource to 3rd party (i.e. transmission repair, alternator work, body & fender repair, etc.).
 - 2.1.3. Describe in detail the method Proposer would use to handle 24-hour service coverage and average response time for emergency call outs.
 - 2.1.4. Proposer shall provide average turn-around time for routine repairs and maintenance.
 - 2.1.5. Proposer will address how follow-up or repeated repairs on the same apparatus shall be handled.
 - 2.1.6. Proposer shall describe their availability for on-site assessment of apparatus issues and their availability to pick-up and delivery apparatus to Springfield Fire stations.
 - 2.1.7. A road test shall be conducted with the apparatus after maintenance/repairs are made to ensure the maintenance or repair was successful.

ATTACHMENT 1

- 2.2. **Welding.** Welding shall not be employed in the repair or maintenance of the apparatus in a manner that shall prevent the ready removal of any component part for future service or repair.
- 2.2.1. All steel welding shall follow American Welding Society D1.1-2004 recommendations for structural steel welding.
- 2.2.2. All aluminum welding shall follow American Welding Society and ANSI D1.2-2003 requirements for structural welding of aluminum.
- 2.2.3. All sheet metal welding shall follow American Welding Society B2.1-2000 requirements for structural welding of sheet metal. Flux core arc welding to use alloy rods, type 7000, American Welding Society standards A5.20-E70T1.
- 2.2.4. Employees classified as welders must be tested and certified to meet American Welding Society codes upon hire and every three (3) years thereafter.

3. **INFORMATION REQUIRED**

- 3.1. The Proposer shall supply quarterly summary reports on each apparatus serviced in that quarter, including routine maintenance performed and any repair work completed. Reports shall include the information in Attachment 3, in Excel format, submitted via email to a designated recipient.
- 3.2. The Proposer shall supply, when requested, complete maintenance/repair records on any/all apparatus within 2 working days.
- 3.3. Proposer shall provide operations manuals, training and/or other information as needed to safely operate systems and equipment changed/added by Proposer.
- 3.4. Proposer will be expected to recommend routine service intervals on each apparatus, in keeping with manufacturer's warranty requirements and industry norms.

4. **TESTING AND PERFORMANCE REQUIREMENTS**

A road test shall be conducted with the apparatus

5. **TRAINING** The proposer shall have programs in place for training, proficiency testing and performance for any staff involved with certifications.

6. **SERVICE REQUIREMENTS**

Each proposer shall furnish satisfactory evidence of its ability to render prompt service and to furnish replacement parts by showing where local service will be furnished. Information to be provided shall include:

- physical location of the facility (not more than 75 miles from Springfield, Oregon) & distance from each Springfield Fire Station.
- ownership,
- description of the service facility,
- number of mobile service units,
- parts inventory value.

7. **SCHEDULE AND EXPENSE ITEMIZATION (Attachment 2)**

7.1. Proposer shall provide a detailed breakdown of the following costs:

- 7.1.1. Shop time / \$ per hour
- 7.1.2. Rates for apparatus pick-up / delivery to station
- 7.1.3. Emergency response / call-out rates
- 7.1.4. NFPA inspection rates (annual/semi-annual)
- 7.1.5. Parts mark-up percentage %
- 7.1.6. Cost to handle outsourced (3rd party) repairs (i.e. alternator, transmission, or other repairs not handled in-house)
- 7.1.7. Miscellaneous other charges (i.e. HAZMAT disposal fees, etc.)

8. INVOICES

8.1. Proposer shall send detailed invoices

8.1.1. Sent to City within five (5) working days of service

8.1.2. Detailed invoices include

- 8.1.2.1. Invoice #**
- 8.1.2.2. Vendor contact information complete with phone #**
- 8.1.2.3. Fleet #**
- 8.1.2.4. Model #**
- 8.1.2.5. Mileage**
- 8.1.2.6. License**
- 8.1.2.7. Date In and Date Out**
- 8.1.2.8. Date of repair**
- 8.1.2.9. Quantity of part or hours (increments of 15 minutes)**
- 8.1.2.10. Part number and description**
- 8.1.2.11. Cost per part**
- 8.1.2.12. Extended cost for parts or hours**
- 8.1.2.13. Third party or outsourced supplier name, description of service or part and cost**
- 8.1.2.14. Net 45 days terms**
- 8.1.2.15. No services charges for delayed payment**
- 8.1.2.16. No markup on third party charges**
- 8.1.2.17. No markup on freight charges**

ATTACHMENT 1

**ATTACHMENT 2
SCHEDULE AND EXPENSE ITEMIZATION**

(Proposer shall provide a detailed cost breakdown in this or similar format.)

Item:	Charge/per:	Comments:
Shop Rate	\$/per hour	
Pick up & Deliver to fire station	Per roundtrip	
Call-out/emergency rate	\$/per hour	
NFPA Inspection (annual)	Est. per inspection	
NFPA Inspection (semi-annual)	Est. per inspection	
HAZMAT Fees		
Parts Mark-up %		

ATTACHMENT 1

**ATTACHMENT 3
REPORTING REQUIREMENTS**

1. The Proposer shall supply quarterly summary reports on each apparatus serviced in that quarter, including routine maintenance performed and any repair work completed. Reports shall include the information in Excel format, submitted via email to a designated recipient.
2. The follow information shall be included in all quarterly reports:
 - 2.1. Date of Service
 - 2.2. City ID #
 - 2.3. Apparatus Make & Model
 - 2.4. Model Year
 - 2.5. VIN #
 - 2.6. Mileage at time of service
 - 2.7. Routine Service (Yes or No)
 - 2.8. Description of Service Performed
 - 2.9. Part Numbers of parts used on Current Service
 - 2.10. Cost per part, # used, Total parts Cost
 - 2.11. Labor hours used, Cost per hour, Total Labor Cost
 - 2.12. Shipping and/or other costs
 - 2.13. Total Cost for Current Service Performed
 - 2.14. Date of Last Routine Service
 - 2.15. Date of Next Schedule PM
 - 2.16. Date of Last NFPA-required Inspection
3. A single spreadsheet with all apparatus serviced in the calendar quarter is sufficient. Sample spreadsheet shall be provided upon request.

ATTACHMENT 1

ATTACHMENT 4

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Principal/Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond:

None See Page 3

CONTRACTOR AS PRINCIPAL (Corporate Seal) SURETY Company: (Corporate Seal)

Signature: Name and Title: Signature: Name and Title:

(Any additional signatures appear on page 3) Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

AIA DOCUMENT A312 - PERFORMANCE BOND AND PAYMENT BOND - DECEMBER 1984 ED. - AIA © THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20005
19840 PENDING - MARCH 1987.
D1 430 (4-87) 00

A312-1984 1

ATTACHMENT 1

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence; to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor:

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated, without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

ATTACHMENT 1

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

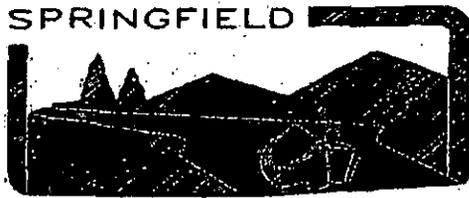
tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:



Attachment 5

Authorization to Legally Bind Bidder

The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.

(Signature of person authorized to bind Bidder) Dated

Print Name of Person Signing as authorized to bind Bidder

Firm Name

Phone

Address

Fax

City, State, Zip

email address

**ATTACHMENT 6
Sample Contract**

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

Dated:

Parties:

("CITY")

and

Seller

Additional Contractor Information:

a) Type of Entity: Sole Proprietorship Partnership
 Limited Liability Comp Corporation

b) Address:

b) Telephone:

c) Fax No. :

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

1. **Personal Property to be Delivered.**
2. **Payment by CITY.**
3. **Contract Duration.** This Agreement shall commence on (date) and shall continue until (date) unless extended, modified, or terminated as provided herein.
4. **Intergovernmental Cooperative Purchasing.** The Seller agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Springfield purchase requirements/usage only. A public agency wishing to purchase items will execute its own contract with the awarded bidder for its requirements. Please see ORS 279A.215 and OAR's 137-046-0430 & 137-047-0290.

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5. **Extension.** This Agreement may be extended for additional one-year periods upon compliance with the provisions of paragraph 17 and with the following procedure:
- 5.1. The parties shall confer not later than 30 days before the expiration of this Agreement regarding the desirability of extending the Agreement. The Springfield Contract Representative and the Independent Contractor shall confer regarding the proposed fee for services and any other proposed Agreement revisions proposed by either party.
- 5.2. If the parties, after negotiation, agree, an Agreement Modification that stipulates any and all Agreement modifications shall be executed. The Agreement Modification shall be attached to this Agreement.
6. **Warranty.**
7. **Modification.** This Agreement or any of its Exhibits may be modified at any time by mutual consent of parties. No change or modification of this Agreement or any of its Exhibits shall be valid or binding upon the parties hereto unless such a change or modification is in writing signed by all the parties hereto.
8. **Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.
9. **Indemnification and Hold Harmless.** The Independent Contractor shall defend, indemnify and hold harmless the City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with performance of this Contract by the Independent Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of the City.

The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other causes whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether an act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability, loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim,

liability, loss damage or injury. The Independent Contractor shall not be liable for, nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents, or employees. The absence of or inadequacy of the liability insurance required in section 13 shall not negate Independent Contractors obligations in this paragraph.

10. Insurance.

- 10.1. General Insurance.** The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will be endorsed with a "per project" aggregate endorsement. Automobile Liability (owned, non-owned, and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as Additional Insured's where operations are being conducted related to this Contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. The City's additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the completion of the project. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City Risk Manager must approve the terms, conditions and limits prior to commencement of any work.
- 10.2. Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.
- 10.3. Course of Construction and/or Installation Floater.** The Independent Contractor shall maintain an all risk insurance policy covering the replacement cost of the work during the course of construction. The policy shall include the interests of the City and Architect and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage.
- 10.4. Evidence of Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.
- 10.5. Notice of Cancellation or Material Change In Coverage.** The certificate of insurance shall contain a requirement that the insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@ci.springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused

ATTACHMENT 1

Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____ (Contractor Initials).

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

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

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

11. **Remedies.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Oregon, and any litigation arising out of this agreement shall be conducted in the Courts of the State of Oregon, County of Lane.

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

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

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

CITY OF SPRINGFIELD:

SELLER

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

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

EXHIBIT "A"
CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT

Independent Contractor Status

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

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

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

ATTACHMENT 1

EXHIBIT "B"

City of Springfield
Public Contracts
Conformance with Oregon Public Contractors Laws

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

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

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

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

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

ATTACHMENT 1

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contractor by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
 - a) For all overtimes in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).
- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtimes. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5).
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279C.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.

ATTACHMENT 1

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

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

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



February 2, 2011

REQUEST FOR PROPOSAL

**Fire and Life Safety
Fire Apparatus Maintenance**

ADDENDUM #1

The City of Springfield is hereby amending or clarifying the above mentioned Request for Proposal (RFP). The original document can be found on the City's website at www.springfield-or.gov by selecting the hyperlink *Purchasing/Contracts* from the menu on the left side of the home page, interested parties will be linked to the RFP/ITB page.

1. **Question:** Do I understand correctly from Section XIII of the interpretation requests must be snail-mailed?
City's Response: You may email your requests as well to Jayne McMahan at jmcmahan@springfield-or.gov

2. **Question:** Section III. Contact Person warns that "Contact with other City officials may be grounds for disqualification". Since this process normally requires communication with a number of fire department staff and suppression personnel relative to this process, would you please advise if we are restricted beyond the subject of this RFP or with any specific individuals?
City's Response: Contact with other City officials *about this RFP* may be grounds for disqualification. In the normal course of your business you can communicate but keep the conversations to just doing normal business operations and not the RFP. All questions regarding the RFP should be directed to Jayne McMahan at jmcmahan@springfield-or.gov

3. **Question:** On page 2 of the RFP it indicates the proposal be received by 2pm on the 21st of February, 2011 and on pages 4 and 5 it indicates the proposals are due and will be opened at 2pm on March 2, 2011. Please confirm which is the accurate due date for proposal submission and if it is March 2nd does that change the date for requests to consider equal specifications date?
City's Response: The legal notice had the incorrect due date for the response due date. The correct due date is March 2, 2011 and does NOT change the date for requests to consider equal specification. Page two should have read "Sealed bids will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 21st of February, 2011 2nd of March, 2011 and opened at 2:00 p.m. local time the same day, for proposals regarding a Fire and Life Safety Fire Apparatus Maintenance. Sealed bids must be marked "RFP: Fire Apparatus Maintenance".

RFP FLS Fire Apparatus Maintenance Addendum One

Page 1

ATTACHMENT 1

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select the *Purchase Contracts* hyperlink and Addendum I FLS Fire Apparatus Maintenance). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers to whom City provided the initial Request for Proposal. This addendum shall be considered part of the specification of the Request for Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

ALL BIDDERS SHOULD ACKNOWLEDGE AND INCLUDE THIS ADDENDA #1 AS PART OF THEIR SUBMITTAL PACKAGE.

ATTACHMENT 1



February 4, 2011

REQUEST FOR PROPOSAL**Fire and Life Safety
Fire Apparatus Maintenance****ADDENDUM #2**

The City of Springfield is hereby amending or clarifying the above mentioned Request for Proposal (RFP). The original document can be found on the City's website at www.springfield-or.gov by selecting the hyperlink *Purchasing/Contracts* from the menu on the left side of the home page, interested parties will be linked to the RFP/ITB page.

1. Question:

Page 9, Attachment 1, Item 1: To fully evaluate the needs, pertaining to the condition of and repairs required, for the City of Springfield, Department of Fire & Life Safety's apparatus fleet it would be helpful to obtain past maintenance/repair records. Please provide repair records for the units listed in this section for the past two (2) years.

City's Response:

This RFP is for future repair and routine maintenance. When the contract is awarded and if the supplier needs the records to perform maintenance they will be supplied. The past doesn't dictate the future needs therefore no records will be provided.

2. Question:

Page 12, Item 8.1.2.9:

Industry standard invoicing does not include exact hours used, rather provides a total labor cost, as often times the labor rates are different depending upon the services provided. Our billing software calculates time based on increments of 15 minutes but does not show the total number of hours charged. Is this acceptable?

City's Response: No. We want the labor rates and hours as indicated in the RFP.

3. Question:

Page 14, Attachment 3 item 2.11:

Industry standard invoicing does not include exact hours used, rather provides a total labor cost, as often times the labor rates are different depending upon the services provided. Our billing software calculates time based on increments of 15 minutes but does not show the total number of hours charged. Is this acceptable?

City's Response: No. We want the labor rates and hours as indicated in the RFP.

RFP FLS Fire Apparatus Maintenance Addendum 2

Page 1

ATTACHMENT 1

4. **Question:**

Page 14, Attachment 3 Item 3:

Please provide sample of spreadsheet requested.

City's Response: The spreadsheet is linked below.

[Http://springfield-or.gov\RFP\Vehicle Maintenance Record.xls](http://springfield-or.gov\RFP\Vehicle Maintenance Record.xls)

5. **Question:**

Page 15 through 17, Attachment 4:

Attachment 4 is a Performance Bond form. The RFP does not specify requirement of a performance bond. Is a performance bond required? If so, performance bonds are issued based on the value of the contract, since the value of this contract will be an undetermined value, what value is required for issuance of the bond?

City's Response: No performance bond will be required.

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select the *Purchase Contracts* hyperlink and Addendum 2 FLS Fire Apparatus Maintenance). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers to whom City provided the initial Request for Proposal. This addendum shall be considered part of the specification of the Request for Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

ALL BIDDERS SHOULD ACKNOWLEDGE AND INCLUDE THIS ADDENDA #2 AS PART OF THEIR SUBMITTAL PACKAGE.



February 9, 2011

REQUEST FOR PROPOSAL

**Fire and Life Safety
Fire Apparatus Maintenance**

ADDENDUM #3

The City of Springfield is hereby amending or clarifying the above mentioned Request for Proposal (RFP). The original document can be found on the City's website at www.springfield-or.gov by selecting the hyperlink *Purchasing/Contracts* from the menu on the left side of the home page, interested parties will be linked to the RFP/ITB page.

1. **Question:** 1.4: Estimated cost for pump test and ladder test:
 - Since there is a considerable difference in the time required for pump tests depending on their capacity and number of options included would you like to specify a particular configuration or average a number of different tests or ?
 - The same is true of ground ladders. Would you like cost for a compliment of ladders or a specific ladder?

City's Response: An average cost or a range will be acceptable.
2. **Question:** Attachment 2; NFPA Inspection: There is a huge variation in the time and parts cost depending on apparatus type and design. An apparatus type or example would help?
City's Response: You can use the listed apparatus in the RFP for examples.
3. **Question:** Are any parts of the sample contract anticipated to be in the actual contract? If so, would you let us know which?
City's Response: The entire contract will be used for the successful proposer.

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select the *Purchase Contracts* hyperlink and Addendum 3 FLS Fire Apparatus Maintenance). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers to whom City provided the initial Request for Proposal. This addendum shall be considered part of the specification of the Request for Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

ALL BIDDERS SHOULD ACKNOWLEDGE AND INCLUDE THIS ADDENDA #3 AS PART OF THEIR SUBMITTAL PACKAGE.

RFP FLS Fire Apparatus Maintenance Addendum 3

Page 1

ATTACHMENT 1

PROPOSAL

Proposal for Springfield Fire Apparatus Maintenance and Repair

March 2nd, 2011

I. Proposal Overview.

Understood

II. Proposal Format.

- A. Oregon Apparatus Repair, Inc.
PO Box 189, Alvadore, OR 97409
90498 Hwy 99N, Unit 2, Eugene, OR 97402
Phone: (541) 689-5445
Fax: (541) 689-5357
Oregon Tax ID#: 653635-9
Federal Tax ID#: 93-1038324

- III. B. Primary Contact Person:
Michael L. Thorn
President
Phone: (541) 689-5445
Fax: (541) 689-5357
mike@oregonapp.com

C. Oregon Apparatus Repair, Inc. as an Oregon Corporation, doing business in Eugene, OR since 1990, does qualify as a resident bidder and is authorized to do business in the State of Oregon.

D. Oregon Apparatus has been an exclusive provider of apparatus repair since 1990 and has provided maintenance and repair continuously for the City of Springfield, City of Eugene, Santa Clara RFPD, Lane Rural Fire and Rescue, South Lane Fire and Rescue, US Department of Agriculture (USFS), US Department of Interior (BLM), Oregon Department of Forestry and others since. Oregon Apparatus supports Committee Membership to NFPA's Fire Department Apparatus Committee, NFPA 1071, Board of Director of IAFC's Emergency Vehicle Management Section and the Emergency Vehicle Technician Certification Commission. In addition, Oregon Apparatus has provided consultation services to agencies such as the US Coast Guard, City of Vancouver and City of Seattle.

ATTACHMENT 1

E. References:

- City of Springfield Fire Department
- City of Eugene Fleet Maintenance
- South Lane County Fire and Rescue
- Lane Rural Fire and Rescue
- Santa Clara RFPD

F. Understood

G. Oregon Apparatus provides full service maintenance including NFPA 1911 Annual Inspection, Maintenance and Testing, annual aerial ladder testing, pump testing and ground ladder testing. Oregon Apparatus is the factory authorized service center for Emergency One, KME, American LaFrance, and other apparatus manufacturers. Oregon Apparatus is also a dealer for a number of equipment and appliance manufacturers such as fire pumps, valves, foam system, automatic tire chains, auxiliary braking systems and emergency lighting which allows stocking and access to parts and technical support for emergency vehicle systems.

H. Schedule and Expense Itemization (Attachment 2)

ITEM:	CHARGE/PER:	COMMENTS
SHOP RATE:	\$90.00 per hour	
P/U and DELIVERY	1 hr (\$90.00)	
CALL OUT/EMERGENCY RATE	\$90.00 per hour	
NFPA Inspection (annual)	\$2,272.00	See notes next page
NFPA Inspection (semi-annual)	\$ 870.00	
HAZMAT Fees	None	
Parts Mark-up %	20%/35%	20% Special order/35% stock

NOTE: NFPA INSPECTION:

- (ANNUAL) Price indicated is average of last three years of SFD's E-3/535 and E-5/536-2. Included are: LOF, Annual Pump Test, Annual Foam System Test, Annual Ground Ladder Test, Annual Weight Certification; Annual Park Brake Test, Annual Service Brake Test, and Annual Low Voltage Test.
- (SEMI-ANNUAL) Price indicated is average of last three years of SFD's E-3/535 and E-5/536-2. Including LOF and NFPA Safety Inspection

I. Complete statement and itemized description of any equal specification to the specifications as stated herein. *Unable to obtain clarification of intent of this clause.*

III. Contact Person. *Understood*

IV. Schedule for Selection Process. *Understood*

V. Selection Criteria and Process. *Understood*

VI. Late Proposals. *Understood*

VII. Addenda to RFP. *Understood*

VIII. Contract. *Intent of City unclear, unable to obtain clarification.*

IX. Reporting and Payment. *Understood*

X. Negotiation of Agreement. *Contrast to VII unclear, unable to obtain clarification.*

XI. City Selection Discretion. *Understood*

XII. Proposal Ownership. *Understood*

XIII. Exception to RFP. *Understood*

XIV. Specification Change Request. *Understood*

XV. Protest *Understood*

XVI. Cost of Proposal. *Understood*

Attachment 1, Fire Apparatus Maintenance and Repair Specifications

1. Intent of Specifications

Understood

1.1. General Specifications.

1.1.1 - 1.1.20 *Understood*

1.2. Oregon Apparatus Repair has been providing service for city and rural fire departments since 1990 and service facility is located at 90498 Hwy 99N, Eugene, Oregon. See pictures in exhibits.

1.3. Oregon Apparatus has been providing repair and maintenance for Springfield Fire and Life Safety since 1990. Oregon Apparatus Repair is located at 90498 Hwy 99N, Eugene, OR, where a \$85,000 inventory of replacement parts is maintained. Oregon Apparatus maintains 24-hour call out service and a mobile repair truck for service calls.

1.4. Oregon Apparatus Repair maintains an underground fire pump test pit and a ground ladder test area staffed by trained and certified technicians, providing NFPA pump testing to the fire service since 1990 and NFPA ground ladder testing since 1994. See "H" for Itemized "test type costs.

1.5. See 2.2.1 below for technician certifications. All records are kept on hard copy for life of apparatus. Inspections, test results and report forms are stored electronically as well. Oregon Apparatus has provided 24-hour emergency call-up service with a fully stocked service truck for over 20 years as a critical component of service to Emergency Service Providers such fire departments and ambulance services.

2. Quality and Workmanship

2.1 Qualifications

2.1.1. 5 full time service employees:

1. Michael L. Thorn; 31 years as EVT, 44 years overall as Tech
EVT Certification

- a. Level I Fire Apparatus Technician
- b. Level II Fire Apparatus Technician
- c. Level III Fire Apparatus Technician
- d. F1 Maintenance, Inspection, & Testing of Fire Apparatus

ATTACHMENT 1

- e. F2 Design & Performance Standards of Fire Apparatus
 - f. F3 Fire Pumps and Accessories
 - g. F4 Fire Apparatus and Electrical Systems
 - h. F5 Aerial Fire Apparatus
 - i. F6 Allison Automatic Transmissions
 - j. F7 Foam Systems
 - k. EO Maintenance, Inspecting, and Testing of Ambulances
- ASE Certification

- a. T1 Gasoline Engines
- b. T-2 Diesel Engines
- c. T3 Drive Trains
- d. T4 Brakes
- e. T5 Suspension and Steering
- f. T6 Electrical/Electronic Systems
- g. T7 Heating, Ventilation, & Air Conditioning
- h. T8 Preventive Maintenance Inspection

2. Wade Thorn; 15 years as EVT, 22 years overall as Tech

EVT Certification

- a. Level I Fire Apparatus Technician
 - b. Level II Fire Apparatus Technician
 - c. Level III Fire Apparatus Technician
 - d. F1 Maintenance, Inspection, & Testing of Fire Apparatus
 - e. F2 Design & Performance Standards of Fire Apparatus
 - f. F3 Fire Pumps and Accessories
 - g. F4 Fire Apparatus and Electrical Systems
 - h. F5 Aerial Fire Apparatus
 - i. F6 Allison Automatic Transmissions
 - j. EO Maintenance, Inspecting, and Testing of Ambulances
 - k. E1 Ambulance Design & Performance Standards
 - l. E2 Ambulance Electrical Systems
- ASE Certification

- a. T1 Gasoline Engines
- b. T2 Diesel Engines
- c. T3 Drive Trains
- d. T4 Brakes
- e. T5 Suspension and Steering

ATTACHMENT 1

- f. T6 Electrical/Electronic Systems
- g. T7 Heating, Ventilation, & Air Conditioning
- h. T8 Preventive Maintenance Inspection
- i. A6 Electrical/Electronic Systems

3. John (Gerrit) VanBeek; 15 Years as EVT, 37 years overall as Tech
EVT Certification

- a. Level I Fire Apparatus Technician
- b. Level II Fire Apparatus Technician
- c. Level III Fire Apparatus Technician
- d. F1 Maintenance, Inspection, & Testing of Fire Apparatus
- e. F2 Design & Performance Standards of Fire Apparatus
- f. F3 Fire Pumps and Accessories
- g. F4 Fire Apparatus and Electrical Systems
- h. F5 Aerial Fire Apparatus
- i. F6 Allison Automatic Transmissions
- j. EO Maintenance
- k. E1 Design & Performance Standards of Ambulances

ASE Certification

- a. T1 Gasoline Engines
- b. T-2 Diesel Engines
- c. T3 Drive Trains
- d. T4 Brakes
- e. T5 Suspension and Steering
- f. T6 Electrical/Electronic Systems
- g. T7 Heating, Ventilation, & Air Conditioning
- h. T8 Preventive Maintenance Inspection

4. Clent Wilson; 5 years as EVT, 13 years overall as Tech
EVT Certification

- a. F1 Maintenance, Inspection, & Testing of Fire Apparatus
- b. F2 Design & Performance Standards of Fire Apparatus
- c. F3 Fire Pumps and Accessories
- d. F4 Fire Apparatus and Electrical Systems
- e. F5 Aerial Fire Apparatus
- f. EO Inspection, Maintenance, & Testing

ATTACHMENT 1

ASE Certification

- a. T-2 Diesel Engines
- b. T3 Drive Trains
- c. T4 Brakes
- d. T5 Suspension and Steering
- e. T8 Preventive Maintenance Inspection
- f. Trade Certificates

5. Darin DeBelle; 14 years as EVT, 22 years overall as Tech
EVT Certification

- a. EO Maintenance

ASE Certification

- a. A4 Suspension and Steering
- b. A5 Brakes
- c. A6 Electrical/Electronic Systems
- d. A8 Engine Performance
- e. Trade Certificates

2.1.2. Oregon Apparatus Repair provides full apparatus repair, testing and inspection. Outsource work to specialty providers would include: Body and paint repairs, major engine and drive train, starter-alternator and specialized steering and hydraulic components such as hydraulic pump, valves, hoses and cylinder repair.

2.1.3. Oregon Apparatus has provided 24-hour emergency call-up service with a fully stocked service truck for over 20 years as a critical component of service to Emergency Service Providers such fire departments and ambulance services. Average 24 hour response time is with ½ hour of notification.

2.1.4. Average turn-around time for minor repairs and "A" Service is same day and annuals 2 to 3 days depending on apparatus design. Turn around time on repairs depend on magnitude of repair and availability of parts.

2.1.5. Follow-up or repeat repairs receive first priority. If repeat is result of Oregon Apparatus supplied parts failure or workmanship, repair is at no cost. If repeat is result of an intermittent problem with an absence of repeatability and/or symptoms, close co-operation with customer is employed, utilizing all resources available to minimize cost while maximizing probability of cause identification and correction.

2.1.6. Oregon Apparatus is available 24 hours a day, 7 days a week for emergency call-out to diagnose, pick-up and deliver apparatus.

2.1.7. Agreed.

7

2.2 Welding *Agreed.*

3. Information Required. *Agreed.*

4. Testing and Performance Requirements. *Agreed.*

5. Training *Agreed.*

6. Service Requirements

- Oregon Apparatus Repair is approximately 17.8 miles from Springfield Fire's most distant station. (Station 16)
- Oregon Apparatus Repair is a closely held corporation. Stock is owned by Michael L. and Colleen M. Thorn
- Oregon Apparatus Service Facility includes 8,200 sq. ft. of shop, office and parts storage as well as a pump test and outdoor storage area.
- Oregon Apparatus employs a mobile service truck stocked with tools and spare parts as well as two other trucks for light repair and parts transportation.
- Oregon Apparatus stocks \$85,000 in spare parts, including pump, valve, foam system, auxiliary system, electrical and electronic parts in addition to lubes, fluids and filters.

7. Schedule and Expense Itemization (Attachment 2).

7.1. Detailed Breakdown:

7.1.1. Shop Rate:	\$90.00 per hour
7.1.2. Rates for apparatus pick-up / delivery to station:	\$90.00 per hour
7.1.3. Emergency Response / call-out rate:	\$90.00 per hour
7.1.4. NFPA Inspection rates (annual/semi-annual):	\$90.00 per hour
7.1.5. Parts mark-up percentage %:	Special order: 20%; Stock 35%
7.1.6. Cost to handle outsourced (3 rd party) repairs:	\$ 0.00
7.1.7 Miscellaneous other charges	\$ 0.00

8. Invoices. *Agreed*

ATTACHMENT 1

AUTHORIZATION



Attachment 5

Authorization to Legally Bind Bidder

The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.

Michael P. Thorn 3/01/11
(Signature of person authorized to bind Bidder) Dated

Michael L. Thorn
Print Name of Person Signing as authorized to bind Bidder

Oregon Apparatus Repair, Inc. 541 689-5445
Firm Name Phone

P.O. Box 139 541 689
Address Fax

Alvadore, OR 97409 Mike@oregonapp.com
City, State, Zip email address

ATTACHMENT 1

CERTIFICATION

Emergency Vehicle Technician EVT

Certification Commission, Inc

Recognizes

Michael Thorn

as meeting the requirements of the following levels of EVT Certification

- LEVEL I FIRE APPARATUS TECHNICIAN
- LEVEL II FIRE APPARATUS TECHNICIAN
- MASTER FIRE APPARATUS TECHNICIAN

This certification expires

January 31, 2013

Stephen Wilde
Stephen Wilde, President

The technician must maintain the individual ASE and EVT requirements for each level

2013 14

EMERGENCY VEHICLE TECHNICIAN

CERTIFICATION COMMISSION, INC.

Michael Thorn

is certified in the areas listed below:

	Expires:
Maintenance, Inspection, & Testing of Fire Apparatus	01/19/2016
Design & Performance Standards of Fire Apparatus	01/20/2015
Fire Pumps and Accessories	01/20/2015
Fire Apparatus Electrical Systems	01/24/2012
Aerial Fire Apparatus	01/24/2012
Alison Automatic Transmissions	01/23/2013
Hydram Systems	01/23/2013

Stephen Wilde

Stephen Wilde, President



EMERGENCY VEHICLE TECHNICIAN

CERTIFICATION COMMISSION, INC

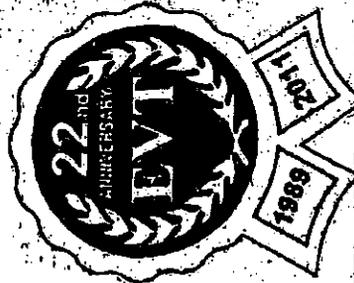
Michael Thorn

is certified in the areas listed below:

Maintenance, Inspection, & Testing of Ambulances

Expires:

01/19/2016



Stephen Wilde

Stephen Wilde, President

CUT ALONG DASHED LINE TO DETACH THE WALL CERTIFICATE



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

MICHAEL L THORN

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of **COMPETENCE** in the service areas listed below:

MASTER MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED COMPETENCE

GASOLINE ENGINES

DIESEL ENGINES

DRIVE TRAIN

BRAKES

SUSPENSION AND STEERING

ELECTRICAL/ELECTRONIC SYSTEMS

HEATING, VENTILATION, & A/C

PREVENTIVE MAINTENANCE INSPECTION

GIVEN THIS 31ST DAY OF DECEMBER 2009, AT LEESBURG, VIRGINIA

000J9900THORN
IDENTIFICATION NUMBER

Timothy A. Zylak
TIMOTHY A. ZYLAK, PRESIDENT

EXPIRES

DECEMBER 31, 2014

DECEMBER 31, 2011

DECEMBER 31, 2014

DECEMBER 31, 2011

DECEMBER 31, 2011

DECEMBER 31, 2014

DECEMBER 31, 2014

DECEMBER 31, 2012

Emergency Vehicle Technician EVT

Certification Commission, Inc

Recognizes

Michael Wade Thorn

as meeting the requirements of the following levels of EVT Certification

- LEVEL I FIRE APPARATUS TECHNICIAN
- LEVEL II FIRE APPARATUS TECHNICIAN
- MASTER FIRE APPARATUS TECHNICIAN

This certification expires:

October 31, 2015

Stephen Wilde

Stephen Wilde, President

The technician must maintain the individual ASE and EVT requirements for each level.

© 2011 CC

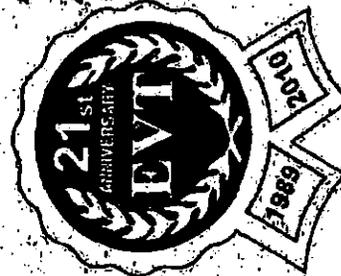
EMERGENCY VEHICLE TECHNICIAN

CERTIFICATION COMMISSION, INC.

Michael Wade Thorn

is certified in the areas listed below:

Maintenance, Inspection, & Testing of Fire Apparatus	Expires:	10/16/2015
Design & Performance Standards of Fire Apparatus		10/27/2012
Fire Pumps and Accessories		10/14/2011
Fire Apparatus Electrical Systems		10/14/2011
Aerial Fire Apparatus		10/25/2013
Allison Automatic Transmissions		03/15/2013



Stephen Wilde

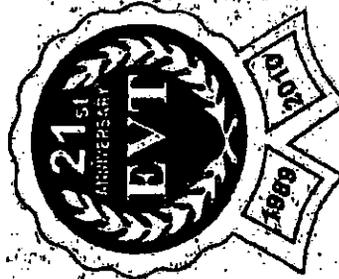
Stephen Wilde, President

EMERGENCY VEHICLE TECHNICIAN CERTIFICATION COMMISSION, INC.

Michael Wade Thorn

is certified in the areas listed below:

Maintenance, Inspection, & Testing of Ambulances	Expires:	10/16/2015
Design & Performance Standards of Ambulances		06/07/2013
Ambulance Electrical Systems		10/14/2011



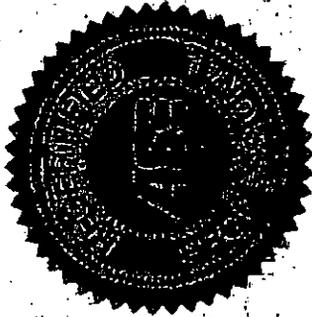
Stephen Wilde

Stephen Wilde, President

OUT ALONG DASHED LINE TO DESIGN THE REAL CERTIFICATE



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**



Be it known that

MICHAEL W THORN

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below:

MASTER MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED COMPETENCE

AREAS OF DEMONSTRATED COMPETENCE	EXPIRES
GASOLINE ENGINES	DECEMBER 31, 2014
DIESEL ENGINES	DECEMBER 31, 2012
DRIVE TRAIN	DECEMBER 31, 2012
BRAKES	DECEMBER 31, 2014
SUSPENSION AND STEERING	DECEMBER 31, 2012
ELECTRICAL/ELECTRONIC SYSTEMS	DECEMBER 31, 2011
HEATING, VENTILATION, & A/C	DECEMBER 31, 2013
PREVENTIVE MAINTENANCE INSPECTION	JUNE 30, 2013

GIVEN THIS 31ST DAY OF DECEMBER 2009, AT LEESBURG, VIRGINIA

010107YD9THORN
TECHNICIAN NUMBER

Timothy A. Zick
TIMOTHY A. ZICK, President

010107YD9THORN

CUT ALONG DASHED LINE TO DETACH THE REAL CERTIFICATE



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**



Be it known that

MICHAEL W THORN

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this **CERTIFICATE** in evidence of **COMPETENCE** in the service areas listed below:

AUTOMOBILE TECHNICIAN

AREAS OF DEMONSTRATED COMPETENCE

ELECTRICAL/ELECTRONIC SYSTEMS

EXPIRES

DECEMBER 31, 2011

GIVEN THIS 31ST DAY OF DECEMBER 2006, AT LEESBURG, VIRGINIA

0010X7D9THORN
ELECTRICAL/ELECTRONIC

Donald H. Warner
DONALD H. WARNER, President

CUT ALONG DASHED LINE TO DETACH THE REAL CERTIFICATE

Emergency Vehicle Technician EVT Certification Commission, Inc

Recognizes

John Van Beek

as meeting the requirements of the following levels of EVT Certification

- LEVEL I FIRE APPARATUS TECHNICIAN
- LEVEL II FIRE APPARATUS TECHNICIAN
- MASTER FIRE APPARATUS TECHNICIAN

This certification expires:

June 30, 2013

The technician must maintain the individual ASE and EVT requirements for each level.

Stephen Wide

Stephen Wide, President

EVTC-10-004

EVTC-10-004

EMERGENCY VEHICLE TECHNICIAN CERTIFICATION COMMISSION, INC.

John Van Beek

is certified in the areas listed below:

Design & Performance Standards and Preventive
Maintenance of Fire Apparatus:

Fire Pumps and Accessories

Fire Apparatus Electrical Systems

Aerial Fire Apparatus

Allison Automatic Transmissions

Expires:

10/14/2011

10/27/2012

10/25/2013

06/07/2013

03/15/2013



Stephen Wilde

Stephen Wilde, President

1190 M U L A

9-2008-70

EMERGENCY VEHICLE TECHNICIAN

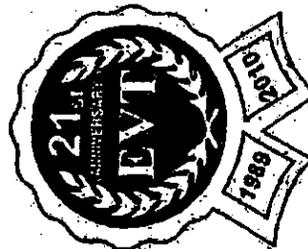
CERTIFICATION COMMISSION, INC.

Gerrit Van Beek

is certified in the areas listed below:

Maintenance, Inspection, & Testing of Ambulances
Design & Performance Standards of Ambulances

Expires:
10/16/2015
03/14/2014



Stephen Wilde
Stephen Wilde, President

EVIT 100

OAR JUNE 6, 2011 AGREEMENT

C699 First Amendment

EMERGENCY VEHICLE TECHNICIAN

CERTIFICATION COMMISSION, INC.

Clent Wilson

is certified in the areas listed below:

Maintenance, Inspection, & Testing of Fire Apparatus

Design & Performance Standards of Fire Apparatus

Fire Pumps and Accessories

Fire Apparatus Electrical Systems

Aerial Fire Apparatus

Expires:

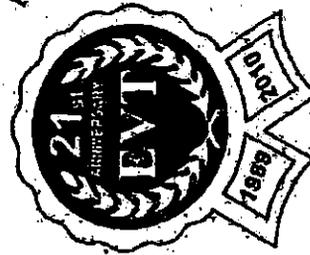
10/16/2015

03/14/2014

09/10/2012

06/06/2014

10/16/2015



Stephen Wilde

Stephen Wilde, President

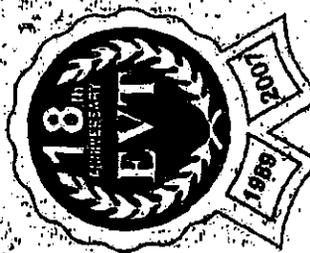
INC000004

EMERGENCY VEHICLE TECHNICIAN
CERTIFICATION COMMISSION, INC
Clent Wilson

is certified in the areas listed below:

Expires: 03/10/2012
 Design & Performance Standards and Preventive
 Maintenance of Ambulances

Stephen Wilde
 Stephen Wilde, President





National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

CLENT W WILSON JR

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this **CERTIFICATE** in evidence of **COMPETENCE** in the service areas listed below.

MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED COMPETENCE

DIESEL ENGINES

BRAKES

SUSPENSION AND STEERING

ELECTRICAL/ELECTRONIC SYSTEMS

PREVENTIVE MAINTENANCE INSPECTION

EXPIRES

DECEMBER 31, 2014

JUNE 30, 2013

DECEMBER 31, 2015

DECEMBER 31, 2014

JUNE 30, 2014

GIVEN THIS 31ST DAY OF DECEMBER 2010, AT LEESBURG, VIRGINIA

005FT1VD5WILSO
IDENTIFICATION NUMBER

Timothy A. Zick
TIMOTHY A. ZICK, President

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Clent Wilson

has attended the

Command Zone II w/D Modules Training

conducted 11/14/2007 through 11/15/2007.



Authorized Sales and Service

David Hayslett

Director of Training

The Customer Service staff of

Pierce Manufacturing Inc.

hereby certify that

Clent Wilson

has attended the

Chassis Electrical Training

conducted 11/21/2007 through 1/3/2007.



Authorized Sales and Service

Dwight H. Hays

Director of Training

EMERGENCY VEHICLE TECHNICIAN

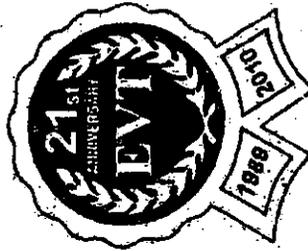
CERTIFICATION COMMISSION, INC.

Darin Debelle

is certified in the areas listed below:

Maintenance, Inspection, & Testing of Ambulances

Expires:
10/16/2015



Stephen Wilde
Stephen Wilde, President

UPO 8152A

CUT ALONG DASHED LINE TO DETACH THE SEAL CERTIFICATE



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

DARIN K DEBELLE

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of **COMPETENCE** in the service areas listed below.

AUTOMOBILE TECHNICIAN

AREAS OF DEMONSTRATED COMPETENCY

SUSPENSION AND STEERING

BRAKES

ELECTRICAL/ELECTRONIC SYSTEMS

ENGINE PERFORMANCE

TEST

EXPIRES

DECEMBER 31, 2015

GIVEN THIS 31ST DAY OF DECEMBER 2010, AT LEESBURG, VIRGINIA

016194V17DEBEL
IDENTIFICATION NUMBER

Tommy A. Zick
THOMAS A. ZICK, President

• CAR JUNE 6, 2011 AGREEMENT



On this date:

December 20, 2004

DARIN K DEBELLE

is awarded the distinction:

Chassis Master Technician

For completing all necessary Ford Motor Company
"Service Technician Specialty Training"
courses required for this specialty.

Francisco Codina
President

Ford Customer Service Division
CAR JUNE 6, 2011 AGREEMENT



Ford Customer Service Division
Technical Support Operations

CERTIFICATE OF ACHIEVEMENT

Presented to:

Darin DeBelle

for Successfully Completing

Diesel Engine Performance Diagnosis and Testing

51S08JT0

12/12/2005-12/14/2005

Leo Hughes
Technical Training Operations Manager
Technical Support Operations

Steve Hennessy
Service Training Instructor
Technical Support Operations

OAR JUNE 6, 2011 AGREEMENT

Universal Technical Institute



Phoenix

Arizona

This Diploma is presented to

DARIN K. DE BELLE

who satisfactorily completed the following course

Automotive-Biesel Technology

and in recognition of this achievement is entitled to this

Occupational Associate Degree

In witness whereof, we have hereunto subscribed our signatures

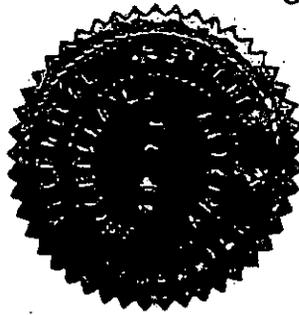
at Phoenix, Arizona this 7TH day of OCTOBER 19 88

Carl Cook

President

Carl Cook

Training Supervisor



AR-JUNE 6, 1988 RES. 1000

Ford Motor Company



On this date:
October 25, 2004

DARIN K DEBELLE

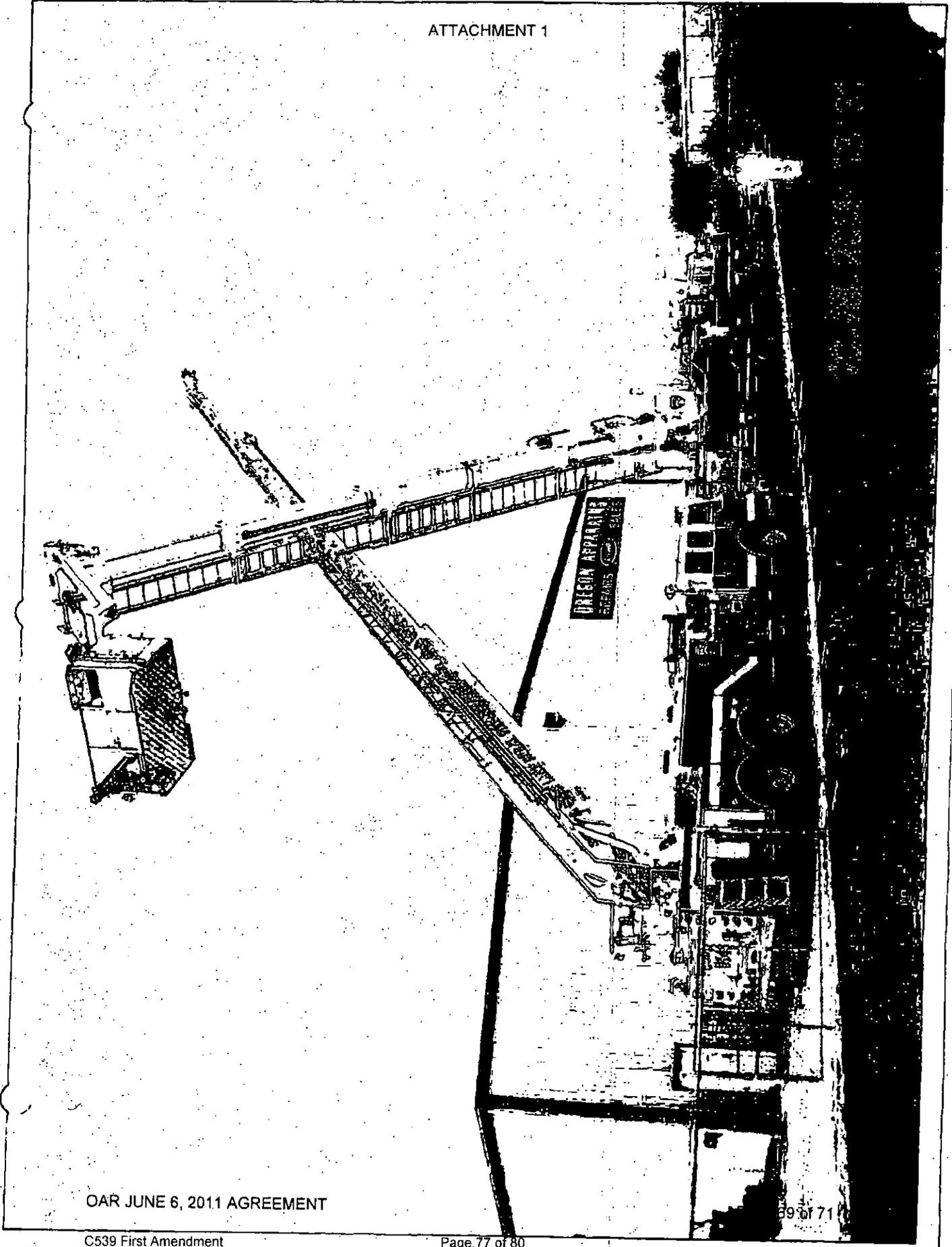
is awarded the distinction:
Engine Master Technician
For completing all necessary Ford Motor Company
"Service Technician Specialty Training"
courses required for this specialty.

Francisco Codina
President
Ford Customer Service Division
OAR JUNE 6, 2011 AGREEMENT

ATTACHMENT 1

EXHIBITS

ATTACHMENT 1



OAR JUNE 6, 2011 AGREEMENT

MENT 1



OAR JUNE 6, 2011 AGREEMENT

Page 70

02.25.20

OAR

EMER

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
Meeting Type: Regular Meeting
Staff Contact/Dept.: Brian Evanoff
Staff Phone No: 736-1019
Estimated Time: Consent Calendar
Council Goals: Provide Financially Responsible and Innovative Government Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: FIREMED ADMINISTRATIVE SERVICES CONTRACT WITH LIFE FLIGHT NETWORK, LLC

ACTION REQUESTED: By motion:

- Authorize City Manager to sign a revenue contract with Life Flight Network, LLC for FireMed administrative services.

ISSUE STATEMENT: Eugene Fire & EMS and Lane Rural Fire/Rescue are partners with Springfield Fire & Life Safety, and Life Flight Network, LLC for marketing and advertising the FireMed program. Life Flight is the program's air ambulance provider.

ATTACHMENTS: 1. Life Flight Contract

**DISCUSSION/
FINANCIAL
IMPACT:** The FireMed program partnered with Life Flight Network, LLC beginning in May 2008 for provision of air ambulance services to FireMed members choosing the FireMed Plus coverage. The original contract has expired. This is a new agreement to continue to provide FireMed marketing, advertising, and administrative services for Life Flight.

FireMed accomplishes its' large marketing campaign by pooling resources from FireMed agencies, clients, and Life Flight. Springfield provides program administration and coordination, marketing, customer support, and data entry for the City of Eugene, Lane Rural Fire/Rescue, and Life Flight Network.

Life Flight Network, LLC pays Springfield a proportionate share of advertising and marketing expenses for FireMed to advertise and process Life Flight memberships as part of our annual membership campaign. FY13 Life Flight contribution was \$99,397. For an additional \$40 fee – the FireMed Plus option – Life Flight provides air medical coverage for approximately 13,710 area households. Life Flight membership costs have increased for FY14 to \$45 per household. Life Flight memberships have increased each year, with FY14 numbers expected to see a small increase.

FIREMED ADMINISTRATIVE SERVICES AGREEMENT

(FireMed Ambulance Membership Program)

Contract # C990

This Agreement is entered into by and between the City of Springfield, an Oregon municipal corporation, acting by and through its Department of Fire and Life Safety, hereinafter referred to as "Springfield" and Life Flight Network, LLC, an Oregon limited liability company hereinafter referred to as "Life Flight."

RECITALS

1. FireMed services, also known as ambulance membership services for residents of Eugene, Springfield, and Lane Rural Fire/Rescue ambulance service areas (the "ESL ASA"), and Life Flight, offer potential advantages to the respective parties to this Agreement.
2. Springfield provides FireMed administrative and marketing services to Eugene Fire & EMS and Lane Rural Fire/Rescue via intergovernmental agreement and is authorized to act on their behalf.
3. Centralizing the administration of such services pools resources and reduces unnecessary duplication of services.
4. Life Flight desires to purchase FireMed administrative and marketing services regarding membership and membership renewal within ESL ASA on behalf of its air medical membership program.
5. Springfield is willing to furnish FireMed administrative. and marketing services within ESL ASA to Life Flight according to the terms and conditions set forth herein.
6. This Agreement is exclusively for FireMed membership administrative and marketing services within ESL ASA and does not address nor is intended as a warranty of the service level or quality of ambulance and emergency medical services express or implied, as provided by the parties to this Agreement.
7. By entering into this Agreement, Life Flight agrees that FireMed is the exclusive agent for advertising and marketing air medical membership within ESL ASA. Marketing a stand-alone air medical membership is prohibited in this area. Life Flight agrees not to market air medical membership in any form within ESL ASA for a period of one year following termination of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereby agree as follows:

1. **Springfield Responsibilities.** Springfield agrees to perform the services described on Exhibit "A," which is attached hereto and made a part hereof.
2. **Life Flight Obligations and Payment.** Life Flight agrees to perform the obligations and pay for the services performed by Springfield at the rate and in the manner described in Exhibit "B" which is attached hereto and made a part hereof.
3. **Duration.** This Agreement will commence on July 1, 2013 (the "Commencement Date") and expire June 30, 2015, unless earlier terminated in accordance with the provisions of the Agreement or by mutual consent of the parties. The Agreement may be amended annually, to extend the term stated herein, for not more than three (3) successive one-year periods, upon mutual agreement of the parties. In addition, at the time of amendment, Springfield will set the amount of the contract for the following term of the Agreement. Terms of renewal for each subsequent year will be decided by March 31 by mutual agreement of FireMed and Life Flight.
4. **Termination.** If either party wishes to terminate this Agreement, that party must give written notice to the other party's Contract Representative 30 days prior to the expiration of the current term. In the event of a material breach, the non-breaching party shall give 90-days written notice to the other party's Contract Representative. If, after 90 days, the breaching party has not cured or has not undertaken and is not expeditiously proceeding to cure, the non-breaching party is authorized to terminate this Agreement.
5. **Obligations Upon Termination.** Upon termination, subject to the requirements of the Oregon Public Records Law, Springfield shall turn over all records and reports and net revenues that relate solely to Life Flight's air medical membership program. Life Flight shall reimburse Springfield for Life Flight's share (as determined in accordance with Exhibit "B" item 5, Payment) of membership campaign expenditures and commitments made prior to the date of termination of this Agreement.
6. **Aircraft.** Life Flight has contracts with FAA recognized air carrier operators and will continue to contract with or directly provide FAA recognized air carrier services during the term of this Agreement. These aviation operators are in complete control and assume total responsibility for the ownership, maintenance, operation, landing and takeoff of the aircraft. Springfield will have no involvement or responsibility for any phase of this program involving Life Flight's aircraft. Each party assumes responsibility for its own negligence involving injury or death of a patient. It is also agreed Life Flight is not an agent, employee, or official of Springfield and operates as an independent contractor, choosing the methods and supplying their own equipment necessary to perform the transportation of sick or injured persons.
7. **Status.** In providing the services specified in this Agreement (and any associated services)

Springfield is a public body and maintains public body status as specified in ORS 30.260 and is subject to Oregon Public Records Law. The parties understand and acknowledge that Springfield 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 Springfield's status as a local public body.

8. **Representatives.** Each party shall appoint a Contract Representative to represent the party for the purpose of extending or amending this Agreement and giving or receiving any notices provided for in this Agreement and to perform such other functions as are set forth in this Agreement and the Exhibits hereto. The Contract Representatives are named on Exhibit "C," which is attached hereto and made a part hereof. A party may change its Contract Representative by notifying the other party in accordance with section 14.
9. **Records Inspection.** Upon 48 hours written notice and during the normal business day, a party may inspect or audit the financial and management records of the other party limited to and pertaining only to the services performed under this Agreement.
10. **Compliance with Laws.** Springfield agrees to provide the services described in Exhibit "A" in conformance with all federal, state and local laws relating thereto.
11. **Waiver and Modification.** The conditions and provisions of this Agreement may be modified by mutual consent of the parties. Any waiver of any condition or provision of this Agreement or modification hereof shall not be effective unless it is in writing, signed by the parties. Waiver of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to a party's right to require strict performance of the same provision or of any other provision in the future.
12. **Attorney's Fees.** If any suit, action or an appeal thereon is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs, the sum as the Court may adjudge reasonable as attorney's fees.
13. **FireMed Assets.** Use of the FireMed name, images, services, marketing and advertising program and membership fees are under the sole and exclusive control of Springfield and will be used only for the benefit of the Eugene, Springfield, and Lane Rural Fire/Rescue ambulance systems.
14. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or one business day after deposit in the United States mail, postage fully pre-paid, certified, return receipt requested, and addressed to the party designated in Exhibit C. Any party may change its address by notice given to the other party in accordance with this section.
15. **Integration.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all prior communications, representations, or agreements, either oral or written, between the parties.
16. **Interpretation.** This Agreement shall be governed by and interpreted in accordance with

the laws of the State of Oregon. The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

17. **Jurisdiction and Venue.** All actions relating to this Agreement shall be tried before the courts of the State of Oregon to the exclusion of all other courts that might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.

18. **Amendments.** Each amendment to this Agreement is made a part of this Agreement as though set forth fully herein. Any provision of an amendment that is in conflict with any provision of this Agreement shall take precedence and supersede the conflicting provision of this Agreement.

LIFE FLIGHT NETWORK, LLC:

CITY OF SPRINGFIELD, OREGON:

Michael Griffin CEO
Print or Type Name

Print or Type Name

MICHAEL GRIFFIN
Title

Title

6-12-13
Date

Date

Reviewed by City Contract Officer
Jayne McMahaha 6.20.13

REVIEWED & APPROVED
AS TO FORM
JOSEPH J. LEAHY
DATE: 6/20/13
OFFICE OF CITY ATTORNEY

EXHIBIT A

SPRINGFIELD SERVICES

Springfield agrees to perform the following services:

1. Oversee and carry out all marketing and advertising efforts within ESL ASA.
 2. Oversee and carry out all media activities related to the FireMed Membership Program.
 3. Maintain a FireMed membership administration and business office, including but not limited to telephone, web-based, U.S. Postal Service, and walk-in sales, customer service, and data processing.
 4. Record all pertinent data regarding Life Flight members within ESL ASA on its computer files.
 5. Transfer all funds collected on behalf of Life Flight membership accounts, whether received within the contract period or thereafter, on a monthly basis, to the appropriate party. Receipts shall include all monies received by Springfield on account of Life Flight air medical memberships, but excluding any sums overpaid by the customer that Springfield shall refund to the customer.
 6. Invoice Life Flight for their proportionate share of FireMed costs, as determined by the number of Life Flight memberships as of December 31st each year and a cost per membership sold of \$7.25 for the period ending June 30, 2014. Springfield reserves the right to adjust the cost per membership sold annually, as necessary, to cover program costs.
- 7.6. Provide to Life Flight the following reports and information:
- A. Monthly report on Life Flight air medical membership fee receipts.
 - B. Membership information to include a list of the number of members per household and the household member's name, address, and other pertinent information on each subscriber.
 - C. A copy of the current campaign's advertising and marketing plan for review and comment.
 - D. In the event Life Flight wishes additional reports or summaries regarding the services provided, Springfield shall supply such reports upon written request by Life Flight and with assurance it will pay for all Springfield's staff time utilized in the preparation of such reports or summaries and for all associated costs, such as duplication, shipping, incurred in providing such reports.
- 8.7. Have Springfield Contact Representative(s) meet with Life Flight representatives to discuss problems and performance. Such meeting shall occur within five (5) days notice by Life Flight

representatives of a request to meet.

9. 8. Solicit and consider in good faith the advice and recommendations of Life Flight's representatives in its development or alteration of advertising and marketing materials, ambulance membership policies, procedures and forms. As part of the consultation process, Life Flight's Contract Representative(s) will be invited to attend a pre-campaign planning meeting where the Consortium will jointly provide input and review goals for the upcoming years' campaign plan.

EXHIBIT B

LIFE FLIGHT PAYMENT AND OBLIGATIONS

Life Flight agrees to make payment and to perform as follows:

1. Maintain 24-hour, year-around coverage from the current base of operations location, or within 30 miles of current base, for the term of this Agreement.
2. Cooperate in good faith with Springfield in its efforts to perform services described in Exhibit "A".
3. Forward copies of relevant and current policies of the Life Flight Membership Program to Springfield, limited to those needed to provide accurate marketing and advertising services and answer questions from prospective members.
4. Designate a single person in an administrative position to receive and evaluate all complaints by the Life Flight's officials and employees regarding Springfield's performance under this Agreement and share the information with the Contract Representative in a timely manner.
5. Pay to Springfield a proportionate share of the annual membership campaign and ongoing FireMed coordination costs. That proportionate share will be determined by the number of Life Flight memberships as of December 31st each year and a cost per membership sold of \$7.25 for the period ending June 30, 2014. Life Flight will pay, in three installments, its proportionate share of costs on April 1, May 1, and June 1 of each year based upon the total costs that Springfield will incur for the campaign.
6. Life Flight will provide a helicopter for display at sites in the Eugene/Springfield service area for the purposes of promoting the FireMed/Life Flight campaign, as pre-scheduled and approved by Life Flight. Special emphasis and priority will be given to the campaign period from April through June. Additional publicity events will be scheduled on an as-needed basis as mutually agreed upon by the parties. Pre-scheduled publicity events are subject to cancellation by Life Flight for reasons that include, but are not limited to weather, maintenance, training, and aircraft availability.
7. Solicit and consider in good faith the advice and recommendations of Springfield's representatives in Life Flights' development or alteration of air medical membership policies, procedures, and forms.
8. Offer to FireMed members an air medical membership option priced at \$45.00 per year for the period ending June 30, 2014. Any future rate increases will be communicated to Springfield at least 3 months before the campaign start date each year to allow time to revise advertising and marketing materials for the annual campaign.

EXHIBIT C

REPRESENTATIVES

CONTRACT REPRESENTATIVES:

Life Flight

Michael Griffiths, Executive Director
Life Flight Network, LLC
22285 Yellow Gate Lane, Suite 102
Aurora, OR 97002
(503) 678-4364

Springfield:

Randall B. Groves, Fire Chief
Springfield Department of Fire & Life Safety
225 Fifth Street
Springfield, OR 97477
(541) 726-3737

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
Meeting Type: Regular Meeting
Staff Contact/Dept.: Jeff Paschall, DPW
Staff Phone No: 541-726-1674
Estimated Time: Consent Calendar
Council Goals: Maintain and Improve Infrastructure and Facilities

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: P41020 CHANNEL 6 STORMWATER MASTER PLAN CONSULTANT SELECTION AND CONTRACT AWARD.

ACTION REQUESTED: Approve/Not Approve a motion to waive the requirement for newspaper advertisement of requests for proposal (RFP) exceeding \$100,000 and allow the City Manager to award and sign the P41020 Channel 6 Stormwater Master Plan contract upon completion of contract negotiations.

ISSUE STATEMENT: The Development and Public Works Department seeks Council approval to waive the requirement for newspaper advertisement of requests for proposals exceeding \$100,000 and allow the City Manager to award Contract #956 to the selected consultant through the qualifications based selection (QBS) process, AMEC Environmental & Infrastructure Inc., for the completion of the for P41020 Channel 6 Stormwater Master Plan.

ATTACHMENTS: None

DISCUSSION/FINANCIAL IMPACT: The Channel 6 Stormwater Master Plan project is identified in the Council adopted Capital Improvement Program. Channel 6 improvements are intended to support the fulfillment of Springfield's obligations to improve the quality of urban stormwater under the Clean Water Act, Endangered Species Act, Safe Drinking Water Act, and the City's NPDES stormwater discharge permit. Prior plans have provided the basis for needing construction of stormwater quality and conveyance facilities. The purpose of the Channel 6 Stormwater Master Plan is to initiate implementation of the Channel 6 improvements identified in these prior plans. A rigorous analysis of the channel's capacity and functions will help inform and prioritize the design and construction of capital projects.

The Development and Public Works Department issued a request for proposals on the City's webpage and sent the request directly to several consultants, anticipating the completion of the project would total less than \$100,000. One proposal was received by the Finance Department in May, and in initial negotiations, it is apparent the contract will exceed the \$100,000 threshold. Staff is continuing to negotiate with AMEC Environmental & Infrastructure Inc. The Development and Public Works Department is requesting the City Council waive the requirement for newspaper advertisement of request for proposals exceeding \$100,000 and allow the City Manager to award Contract #956 to the selected consultant through the qualifications based selection (QBS) process.

Staff recommends award of the contract to AMEC Environmental & Infrastructure Inc. upon completion of contract negotiations. Sufficient funds are budgeted in fund accounts; 425-62243-850220 and 440-62243-850220.

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
Meeting Type: Regular Meeting
Staff Contact/Dept.: Greta Utecht,
Human Resources
Staff Phone No: 541-726-3787
Estimated Time: Consent Calendar
Council Goals: Provide Financially
Responsible and
Innovative Government
Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: CITY MANAGER COMPENSATION

**ACTION
REQUESTED:** Approve Cost of Living Increase of 2.2% for City Manager Gino Grimaldi,
effective May 6, 2013.

**ISSUE
STATEMENT:** Following the Council's positive review of City Manager Gino Grimaldi's
performance in May 2013, the Council held a work session to determine what, if
any, form of compensation increase should be considered for him. The Council
directed staff to prepare an agenda item that for the July 1, 2013 regular session that
recommends a 2.2% Cost of Living Adjustment (COLA) for the City Manager,
effective retroactive to his performance review date of May 6, 2013.

ATTACHMENTS: 1. Council Briefing Memorandum of May 16, 2013 addressed to the Finance &
Judiciary Committee
2. City Manager Compensation Survey 2013
3. City Manager Compensation Survey 2013 with Proposed COLA

**DISCUSSION/
FINANCIAL
IMPACT:** The attached Council Briefing Memorandum describes how four different cost of
living adjustment indices are to be averaged to come up with a percentage that may
be used to determine what, if any, changes might be made to the City Manager's
compensation package. The percentage average is 2.2%, which was the basis of
discussion.

The Council considered two options: 1) Divide the 2.2 in half and apply 1.1% as a
retroactive COLA to November 2012* and give the remaining 1.1% as lump sum,
one-time payout; or 2) Apply the full 2.2% as a COLA effective May 6, 2013, the
date his performance review was actually completed. Option 1 would cost the City
an additional \$3,000 for FY13 above the City Manager's current compensation and
an additional \$1846 each year thereafter; option 2 would cost the City an additional
\$615 for FY13 and an additional \$3,692 for each full year beginning July 1, 2013.

The Committee asked about what changes were being made to other non-
represented employee compensation packages, and staff reported that an additional
\$250 will be deposited in the non-union employees' Health Reimbursement
Accounts (HRA) effective July 1, 2013, for this year only. Because of IRS rules
regarding HRA accounts, that same amount must be given to the City Manager as
well.

*Mr. Grimaldi's regular annual review date is November 17, but this year it was
delayed due to use of an external performance evaluation survey tool administered
by the International City/County Management Association

MEMORANDUM

City of Springfield

Date: 5/16/2013

To: Finance & Judiciary Committee

COUNCIL

From: Greta Utecht, Human Resources Director

BRIEFING

Subject: City Manager Compensation

MEMORANDUM

ISSUE: As a result of the Council’s May 6, 2013 highly favorable performance review of the City Manager, Council has directed staff to convene the Finance & Judiciary Committee in order to review Gino Grimaldi’s compensation.

COUNCIL GOALS/

MANDATE:

Provide Financially Responsible and Innovative Government Services

Prior to 2012 when Mr. Grimaldi’s contract was changed, his salary was indexed to increases received by other employees. By removing that link, the Council is able to evaluate the City Manager’s compensation package independently and not be influenced by what has been bargained or agreed to for other employees.

BACKGROUND: According to Gino Grimaldi’s employment contract, each February the City’s Human Resources Department will average the percentages from four different index sources to determine what, if any, amount of salary or cost of living adjustment to recommend to the City Council.

The four indices that will be averaged are: The CPI-W index for Portland-Salem; the cost of living index for Social Security benefits, the national salary index for public administrators and the Western Region officer/exempt executive index. The following table lists those indices, and the overall average.

Portland-Salem CPI-W for 2012	1.8
Social Security Cost of Living Adjustment 2012	1.7
Public Administrators National Index 2012	2.2
Western & Oregon Officers/Executives	3.1
Average:	2.2%

Attached is also the most recent compensation survey of other City Managers in similar sized Oregon cities. Despite the fact that his salary has not been adjusted since 2008, it remains well within the market.

RECOMMENDED ACTION: Staff recommends that the Finance & Judiciary Committee review the attached information, as well as considering the very high review Mr. Grimaldi received earlier this month. If the committee believes that a compensation adjustment is warranted, staff recommends that a one-time, lump sum bonus be forwarded to the Council for consideration..

**CITY MANAGER
COMPENSATION SURVEY 2013 (6/24/2013)**

	Population	Salary as of 5/2013	Deferred Comp	Auto/IT Stipend	Other	PERS Pickup	TOTAL	
Albany	50,710	\$127,956	\$12,796	\$4,320		\$7,677	\$152,749	No salary increase in 2011, \$300/month car \$60/month cell, 10% to deferred comp, 6% PERS
Bend	77,455	\$155,298		\$4,560		\$9,318	\$169,176	The City covers the deductible, \$2000/individual \$4000/family. If deductible not met, unused amount deposited in VEBA. \$300 per/month car allowance \$80 per/month cell phone: severance inc to 9 mths with 9 mths COBRA
Corvallis	55,055	\$140,004	\$5,000				\$145,004	
Eugene	158,335	\$182,561	\$14,000	\$6,480	\$7,022	\$11,342	\$221,405	\$500 /month car allowance \$40 /month cell phone; Other= ability to cash out 2 wks vacation
Grants Pass	34,740	\$118,000		\$6,600		\$7,080	\$131,680	VEBA - if chosen, \$234/mo
Gresham	105,970	\$136,944		\$6,000	\$1,368	\$8,217	\$152,529	Waived VEBA - gets 1% of annual salary (\$114/month) as an additional allowance
Hillsboro	92,550	\$164,875	\$11,760	\$4,500			\$181,135	\$375 /month car allowance. VEBA is 2% of base salary. Deferred Comp contribution instead of PERS. Medical is Kaiser composite rates. 10 paid days of Administrative leave + 2 personal days to be used as manager deems appropriate during the calendar year
Oregon City	32,211	\$163,800	\$5,733	\$1,250		\$9,903	\$180,686	Salary linked to other department director COLAs & has merit pay component. Def comp = 3.5% w/ EE match. Full cost of smart phone & monthly svc.
Lake Oswego	36,770	\$180,000			\$10		\$180,010	Data for interim- later changed upon Council vote. \$10/Cell phone per month. \$15k/mo
Medford	75,545	\$145,008		\$5,580		\$8,700	\$159,288	Sick leave above 960 hrs contributed at 50% to HRA-VEBA acct. Severance provides one month of salary for each year of service, up to 6 months
Tigard	48,695	\$134,030	\$6,702		\$22,445		\$163,177	No PERS: City contributes 11% of salary (14,743/year), employee contributes \$0. \$1000 allowance provided for purchase of addit life ins or long term care or both
Springfield**	59,840	\$147,110	\$5,884	\$5,100	\$5,658	\$9,472	\$173,225	Includes \$1300 tech stipend, \$4800 mileage and \$5658 for 80 hrs floating holiday that can be sold or used as vacation time each year. Does not accrue.
Average		\$149,861	\$9,332	\$4,911	\$7,711	\$8,891	\$166,985	
Median		\$145,008	\$9,231	\$5,070	\$4,195	\$8,700	\$163,177	

**Springfield City's Manager has received total of 3% increase since 5/1/2006, while CPI_W Portland-Salem has increased by 16.5% in same period. Last increase was 7/1/2008. CPI-W Portland increase since 7/1/2008 = 9.6%.

City Manager Compensation Survey (7/1/2013)

	Population	Salary as of 5/2013	Deferred Comp	Auto/IT Stipend	Other	PERS Pickup	TOTAL	
Albany	50,710	\$127,956	\$12,796	\$4,320		\$7,677	\$152,749	No salary increase in 2011, \$300/month car \$60/month cell, 10% to deferred comp, 6% PERS
Bend	77,455	\$155,298		\$4,560		\$9,318	\$169,176	The City covers the deductible, \$2000/individual \$4000/family. If deductible not met, unused amount deposited in VEBA. \$300 per/month car allowance \$80 per/month cell phone: severance inc to 9 mths with 9 mths COBRA
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Springfield**	59,840	\$150,346	\$6,014	\$5,100	\$5,783	\$9,674	\$176,917	Includes \$1300 tech stipend, \$4800 mileage and \$5658 for 80 hrs floating holiday that can be sold or used as vacation time each year. Does not accrue.
Average		\$149,861	\$9,332	\$4,911	\$7,711	\$8,891	\$166,985	
Median		\$145,008	\$9,231	\$5,070	\$4,195	\$8,700	\$163,177	

**Springfield City's Manager received 3% COLA 7/1/2008 and 2.2% COLA effective 5/6/2013. IT Stipend of \$1300 in 2012, Def Comp changed from flat amt to 4% in 2012,

AGENDA ITEM SUMMARY

Meeting Date: 7/1/2013
Meeting Type: Work Session/Reg. Mtg
Staff Contact/Dept.: Michael Harman/Police
Staff Phone No: 726-3729
Estimated Time: 30 Minutes/05 Minutes
Council Goals: Preserve Hometown
Feel, Livability, and
Environmental Quality

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: COOPERATIVE AGREEMENT FOR LOW COST SPAY AND NEUTER SERVICES FOR CAT OWNERS

ACTION REQUESTED: Work Session: Discuss the next steps available to manage roaming cat populations in Springfield and provide direction.

Regular Meeting: Authorize the City Manager to enter into a cooperative agreement with WAG to provide transportation and low cost spay/neuter services for cats.

ISSUE STATEMENT: The City is considering entering a cooperative agreement with Willamette Animal Guild (WAG) to provide transportation and low cost spay/neuter services for cats for Springfield residents. Other options could include modifying existing ordinances to regulate cats roaming at large.

ATTACHMENTS:

Attachment 1: MOU and Process Outline
Attachment 2: Memo in Support of WAG Partnership

**DISCUSSION/
FINANCIAL
IMPACT:**

City leaders and Police Department Animal Control staff are frequently asked to address the issue of free roaming cats in the community. The resources necessary to hire staff to address roaming cats or to contract for shelter and adoption services have historically been cost prohibitive.

One option would be to modify the existing City Ordinance which prohibits dogs at large to include all animals, including cats. Such a modification would subject cat owners who allow their pets to roam freely to fines. Because of the difficulty involved in enforcing such an ordinance, especially the challenge of identifying a cat's owner, this is not a recommended option.

Another option is to manage cat populations by encouraging responsible cat ownership practices to include spaying and neutering owned cats. Doing so should reduce the population of unwanted free roaming cats. This is the recommended option.

City Staff have been working with Willamette Animal Guild, or WAG, to develop a cooperative program that will provide low cost spay and neuter services for cats to Springfield residents, as well as transportation to and from the WAG facility. Funding would come from fundraising efforts in the community.

Staff recommends that the City Council authorize the City Manager to enter into a cooperative agreement with WAG to provide low cost spay and neuter services to Springfield cat owners.

Memorandum of Understanding
for the
Springfield Feline Spay and Neuter Program
MOU #987

WHEREAS, the City of Springfield (City) and the Willamette Animal Guild (hereafter "WAG") have a mutual interest in controlling unwanted cat populations in the City; and

WHEREAS, WAG operates a low cost spay and neuter clinic; and

WHEREAS, the City of Springfield is interested in facilitating citizens willing to spay and neuter their owned cats but unable to transport them to the WAG facility;

Now, therefore, the undersigned are committed to implementing program beginning June 1, 2013 to provide a mechanism for Springfield residents to obtain low cost spay and neuter services for owned cats:

WE AGREE, as specified herein to provide manpower, space and funding necessary to allow Springfield residents to obtain low cost spay and neuter services from WAG. Each agency will have the roles and responsibilities outlined below and in the Process Outline detailed in Attachment 1 attached hereto and incorporated herein by this reference.

1. City of Springfield

1.1 Roles: Encourage fundraising, enhance public awareness, and facilitate pre-pickup logistics.

1.2 Responsibilities: Encourage fundraising for program costs. Publicize and promote responsible pet ownership, including the spaying and neutering of owned cats.

1.3 Non-Waiver: City is a government entity under the Oregon Tort Claims Act. Nothing herein shall be considered as a waiver of the City's defenses, rights and limitations under Oregon law including ORS 30.260.

1.4 Funds: The City's commitment is to encourage individuals and entities to contribute to this program. No public funds have been budgeted specifically for this program.

2. Willamette Animal Guild

2.1 Roles: Provide transportation and low cost spay and neuter services for cats.

2.2 Responsibilities: Assist in public awareness campaign and fundraising. Identify community partners willing to manage paperwork and provide drop-off locations. Coordinate project work days, and schedule and provide transportation services to and from the WAG facility. Provide low cost spay and neuter services for up to 30 cats per month from Springfield residents.

2.3 Insurance: Maintain commercial general liability insurance.

General Insurance. WAG shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury or property damage. ~~The policy will contain a "per project" aggregate endorsement.~~ JW JK
Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the WAG or the fault of the WAG's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits. WAG understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, WAG agrees that the limits regarding liability insurance set forth in this Section 2.3 will be modified to conform to such limits. WAG and CITY shall sign an amendment to this Agreement incorporating such modification.

2.4 Indemnification: WAG shall defend, indemnify and hold harmless the City, its officers, agents and employees from and against all claims and causes of action arising out of WAG's transportation and its spay and neuter services provided to cats participating in this program.

Our signatures below certify our intention to work in partnership to abide by the commitments indicated above.

Gino Grimaldi, City Manager

City of Springfield

Date

Jill Winans
Jill Winans, Director

Willamette Animal Guild
6/26/13
Date

Reviewed by City Contract Officer
No Attorney Review
Jayce W 6.26.13

ATTACHMENT 1

WAG Partnership Process Outline

In support of the Feline Spay and Neuter Memo of Understanding between the City of Springfield and Willamette Valley Animal Guild (WAG) to provide low cost spay and neuter services for cats owned by Springfield residents, the following procedures and program needs are agreed upon:

Operations:

- 1.) WAG will schedule 15 surgery slots, twice per month for Springfield residents, dependant on available funding. Fundraising will be a joint responsibility between the City and WAG. Surgery days will be Wednesdays. Deadline for registration will be the previous Friday.
- 2.) Residents will go to designated points of contact to sign up for the service. Cost to the citizen will be \$10 at the time of registration (to ensure compliance with schedule) and the resident will be given a date, time and location to drop off the cat. Eligibility is restricted to residents of Springfield.
- 3.) Location will be designated in advance. WAG will arrive with their van by 7:00 a.m.. Residents will drop off cats prior to 7:45 a.m. on scheduled surgery days. Residents will be met by a volunteer who will check them in and receive the animal prior to transport.
- 4.) Cats will be transported to the WAG facility. After surgeries, cats will be transported back to the pickup location. Residents must pick up their cats between 4:00 and 5:15 p.m.. Volunteers will wait with the animals until owners reclaim them.

Funding:

Each surgery will cost \$48, which includes \$3 per cat for a sturdy cardboard box for transport and recovery.

Citizen:	\$10
Fundraising:	\$25
WAG:	\$10 plus gas money
Supplies:	\$3 for sturdy cardboard transport boxes

MEMORANDUM

City of Springfield

Date: 7/1/2013
To: Gino Grimaldi **COUNCIL**
From: Michael Harman, Police Services Bureau Manager **BRIEFING**
Subject: Cat Population Management Options **MEMORANDUM**

ISSUE: Should the City support a cooperative program with Willamette Animal Guild to provide transportation and low cost spay and neuter services for cats owned by Springfield residents?

COUNCIL GOALS/

MANDATE:

Preserve Hometown Feel, Livability, and Environmental Quality

BACKGROUND:

City leaders and Police Department Animal Control staff are frequently asked to address the issue of free roaming cats in the community. The resources necessary to hire staff to address roaming cats or to contract for shelter and adoption services have historically been cost prohibitive.

One option would be to amend the current ordinance to extend the prohibition of animals at large to include cats, with violations resulting in a fine not to exceed \$720.00 pursuant to 5.418(3). Current Municipal Code prohibits any keeper of a dog or of any farm animal to allow those animals to run at large, *except* for bees and cats (Municipal Code 5.418). The current staff assigned to animal control duties include a 1.0 Animal Control Officer, and the vast majority of that person's time is devoted to addressing issues related to dogs. The difficulty in identifying owners of roaming cats and of addressing feral or community cats would make enforcement a challenge, and would require much more resource than is currently available. Also, there would be significant effort involved in changing the community expectation around indoor/outdoor cats. This is not a recommended option.

Staff recommends that the Council consider authorizing the City Manager to enter into a cooperative agreement with Willamette Animal Guild, or WAG, to provide transportation and low cost spay and neuter services for Springfield residents who own cats. According to research cited by WAG staff, cat ownership rates are fairly stable across income distributions, but cat owners who's incomes are above the poverty line are 90% likely to spay/neuter their pets, whereas owners who's incomes are below the poverty line are 90% likely NOT to spay/neuter their pets. For Springfield residents, the issue is likely compounded by the fact that both of the regional low cost clinics, WAG and Greenhill, are located in West Eugene.

WAG has offered to identify community partners, businesses, who are willing to manage the paperwork and to receive cats from residents on scheduled days. WAG will transport the cats to the WAG facility, up to 15 per scheduled day, and return them to the business by days end for the owners to reclaim. Attachment 1 provides a brief outline of the anticipated process as well as the expected costs for the program. Funding beyond the \$10 paid by residents and money contributed by WAG will come from donations from the community. It is not anticipated that General Fund dollars will be used to support this program. Rather, staff and public officials will advertise and promote the program, and encourage willing partners to donate funds for the cooperative effort. When sufficient funds are in place for the next set of surgeries, another date will be scheduled and assigned to a community partner for reservations.

RECOMMENDED ACTION: Take no action to change existing Animal Control Ordinances. Authorize the City Manager to enter into a cooperative agreement with WAG to provide transportation and low cost spay/neuter services for cats.
