



Medford City Council Meeting

Agenda

January 5, 2017

12:00 Noon AND 7:00 P.M.

Medford City Hall, Council Chambers
411 West 8th Street, Medford, Oregon

Swearing In of Mayor and New Councilmembers

10. Roll Call

20. Approval or Correction of the Minutes of the December 15 2016 Regular Meeting and December 22, 2016 Special Meeting

30. Oral Requests and Communications from the Audience

Comments will be limited to 4 minutes per individual, group or organization. PLEASE SIGN IN.

30.1 Auditor Report by Paul Nielson of Isler CPA

40. Consent Calendar

50. Items Removed from Consent Calendar

60. Ordinances and Resolutions

60.1 COUNCIL BILL 2017-01 A resolution affirming the City Recorder's administrative decision pertaining to nuisance property located at 24 N. Orange Street, denying an appeal and ordering abatement.

60.2 COUNCIL BILL 2017-02 An ordinance awarding a contract in an amount of \$492,197.10 to Insituform Technologies, LLC to install Cured in Place Pipe lining of failing sewer pipes.

60.3 COUNCIL BILL 2017-03 A resolution waiving street and park utility fees for commercial customers who failed to renew required vacancy certification prior to January 5, 2017.

60.4 COUNCIL BILL 2017-04 An ordinance authorizing execution of an Agreement between the City of Medford and Teamsters Construction and Maintenance concerning wages, hours, fringe benefits, and other working conditions retroactive from July 1, 2016, through June 30, 2019.

70. Council Business

70.1 Boards and Commissions Appointments

70.2 Election of Council Officers

80. City Manager and Other Staff Reports

80.1 Introduction of Planning Director Matt Brinkley

80.2 Further reports from City Manager

90. Propositions and Remarks from the Mayor and Councilmembers

- 90.1 Proclamations issued:
 Dr. Martin Luther King Jr. Day – January 16, 2017
- 90.2 Further Council committee reports
- 90.3 Further remarks from Mayor and Councilmembers

100. Adjournment to the Evening Session

EVENING SESSION
7:00 P.M.

Roll Call

110. Oral Requests and Communications from the Audience

Comments will be limited to 4 minutes per individual, group or organization. PLEASE SIGN IN.

120. Public Hearings

Comments are limited to a total of 30 minutes for applicants and/or their representatives. You may request a 5-minute rebuttal time. Appellants and/or their representatives are limited to a total of 30 minutes and if the applicant is not the appellant they will also be allowed a total of 30 minutes. All others will be limited to 4 minutes per individual, group or organization. PLEASE SIGN IN.

120.1 COUNCIL BILL 2017-05 An ordinance vacating portions of Yamsay Drive and Farmington Avenue within the northerly portion of the Cedar Landing Planned Unit Development, lying north of Cedar Links Drive and west of Foothill Road. (SV-16-110) Land Use - Quasi-Judicial

130. Ordinances and Resolutions

140. Council Business

150. Further Reports from the City Manager and Staff

150.1 Employee Recognition of Eric Shepard

160. Propositions and Remarks from the Mayor and Councilmembers

160.1 Further Council committee reports

160.2 Further remarks from Mayor and Councilmembers

170. Adjournment



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.1

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DEPARTMENT: Legal
PHONE: (541) 774-2020
STAFF CONTACT: Lori Cooper, City Attorney

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: January 5, 2017

COUNCIL BILL 2017-01

A resolution affirming the City Recorder's administrative decision pertaining to nuisance property located at 24 N. Orange Street, denying an appeal and ordering abatement.

SUMMARY AND BACKGROUND

Medford Municipal Code 5.525(4) states that a property owner may appeal the City Recorder's finding that a public nuisance exists to the City Council. On November 28, 2016, the City Recorder received a request for an appeal before City Council from William Syvertsen, an agent representing Robert Flyte, the owner of property at 24 N. Orange Street.

A public hearing was held at the December 15, 2016 evening City Council meeting. Deputy Police Chief Scott Clauson and Sergeant Don Lane presented evidence that an unlawful accumulation of junk exists at 24 N. Orange. The record, including testimony and photographs, showed that the City Recorder has determined that the unlawful accumulation of junk at 24 N. Orange Street constitutes a public nuisance.

William Syvertsen appeared on behalf of property owner Robert Flyte.

After hearing testimony and viewing the photographic evidence, a motion was approved by vote of the Council finding a nuisance exists at 24 N. Orange Street and upholding the City Recorder's decision.

PREVIOUS COUNCIL ACTIONS

A public hearing was held on December 15, 2016. Council made a motion to deny the appeal of the City Recorder's decision.

ANALYSIS

Pursuant to Medford Code 5.500 the accumulation of junk is declared to be a public nuisance. The testimony and evidence before the Council supports a finding that the City Recorder's determination that a public nuisance exists at 24 N. Orange Street and that the nuisance be abated.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

If the property owner does not abate the nuisance, the City will abate and the costs shall be assessed and become a lien against the property.

TIMING ISSUES

If the property owner does not abate the nuisance within ten days of the Council's decision, the City shall abate the nuisance in the manner prescribed in MMC 5.530 any time after January 15, 2017.

COUNCIL OPTIONS

Approve, modify, or deny the resolution.

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

SUGGESTED MOTION

I move to approve the resolution upholding the City Recorder's determination that a public nuisance exists at 24 N. Orange and denying the property owner's appeal.

EXHIBITS

Resolution

RESOLUTION NO. 2017-01

A RESOLUTION affirming the City Recorder's administrative decision pertaining to nuisance property located at 24 N. Orange Street, denying an appeal, and ordering abatement.

WHEREAS, pursuant to Medford Code Section 5.525, property owner, Robert Flyte, and his agent, William Syvertsen, were notified on October 5, 2016, that due to accumulation of junk and unlawful storage of vehicles at 24 N. Orange Street, a nuisance exists and Mr. Flyte is required to abate those conditions, and further notified him of the appeal process; and

WHEREAS, on October 17, 2016, the City Recorder received notice from Mr. Syvertsen requesting a hearing concerning the City Recorder's decision that a nuisance exists at 24 N. Orange Street and a hearing was scheduled for December 15, 2016; and

WHEREAS, Mr. Syvertsen appealed to the City Council on behalf of Mr. Flyte and a public hearing was held on December 15, 2016, at which time the Council considered the matter on appeal and found that there is substantial evidence to affirm the City Recorder's administrative decision pertaining to nuisance property located at 24 N. Orange Street; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, OREGON:

Section 1. The City Council finds that there is substantial evidence in the record affirming the City Recorder's administrative decision requiring abatement of the property located at 24 N. Orange Street and the appeal is hereby denied.

Section 2. Property owner, Robert Flyte, is hereby ordered to correct the nuisance with ten (10) days from the date hereof.

Section 3. In the event the property is not abated within the required ten (10) day period, the City Manager or his designee is ordered to abate the nuisance as follows:

- (a) The Manager shall obtain a warrant to seize and destroy items constituting a nuisance and shall seize and destroy by use of procedure which allows for reasonable inventory of items and allows appellant a reasonable opportunity to retain items of marketable value.
- (b) The Manager shall impose costs pursuant to Medford Code Section 5.530(3).

Section 4. This decision is based upon the Findings of Fact and Conclusions of Law attached as Exhibit "A" and incorporated herein.

PASSED by the Council and signed by me in authentication of its passage this ____ day of January, 2017.

ATTEST: _____
City Recorder

Mayor

EXHIBIT A

BEFORE THE CITY COUNCIL FOR THE CITY OF MEDFORD
IN JACKSON COUNTY, OREGON

In Re Nuisance Abatement)	
24 N. Orange Street)	Findings and Conclusions
)	on Appeal from the Decision
Robert Flyte, Appellant)	of the City Recorder to Abate Nuisance
)	
v.)	Medford Codes:
)	
City of Medford, an Oregon)	5.500 Junk
Municipal Corporation)	5.520-5.535 Abatement & Costs
_____)	

Procedural Background

Pursuant to Medford Code section 5.525(4), Robert Flyte appeals from the decision of the Medford City Recorder dated November 16, 2016. The appeal was filed within 10 days and is timely.

On December 15, 2016, the appeal hearing was held at the Council Chambers for the City Council of the City of Medford, 411 W. 8th Street, Medford, Jackson County, Oregon. The appeal was scheduled on the evening agenda.

Present at the appeal were Mr. William Syvertsen (tenant) representing Mr. Robert Flyte, and Deputy Chief Scott Clauson and Sergeant Don Lane, representing the Code Enforcement Division of the Medford Police Department and Karen Spoonts, Medford City Recorder.

The record for the appeal is the staff report and accompanying police report and photographs contained in the City Council Agenda Item Commentary dated December 15, 2016; as well as the recording and minutes from the City Council appeal hearing. The recording of the hearing is available on the City's website video vault.

Findings

The City Council adopts as factual the information regarding prior contacts and hearings as contained in the staff report and police report and photographs.

Staff's first attempts to contact Flyte were in March of 2016. (Police Report). At times, there was progress in cleaning up the junk in the back yard and side yards, but recently, the amount of junk has been growing again.

The junk on the property includes bags of household garbage, discarded clothing, and pieces of a dismantled piano.

There has been no significant improvement in the condition of the junk from March of 2016 to the date of the City Council appeal hearing. (Photos dated December 15, 2016 submitted by Sgt. Lane at the hearing).

Code enforcement had contacted Mr. Flyte and he agreed to meet Code Enforcement staff on the property for inspection at 3:30 on December 15, 2016 (the date of the appeal hearing). When Code Enforcement arrived at the property, Mr. Flyte was not there, and Code Enforcement staff were refused access to the property.

Code Enforcement staff was able to view and photograph the junk in the back yard and side yards of 24 N. Orange on December 15, 2016 from a neighboring property.

During the hearing, Mr. Syvertsen admitted that he and Mr. Flyte have attempted to abate the nuisance, and are “doing the best they can” but they are all on disability and do not have adequate funds to dispose of the garbage and junk. He also admitted that Mr. Flyte had a dispute with Rogue Disposal and had cancelled his garbage disposal service. Mr. Syversten also admitted that homeless individuals are allowed on the property at 24 N. Orange and have left various items of junk in the side yards of the property.

Mr. Syvertsen stated that even though they have no garbage service at the property, they have taken refuse to the dump using a truck. The last time they had taken a load of garbage from 24 N. Orange to the dump was two weeks before the appeal hearing of December 15, 2016.

Mr. Syversten stated that the property owner, Mr. Flyte, is not always residing at the property and is currently staying with Harry Marshall on East Main Street and that he “fades in and out” of reality and is “not always there” mentally.

CONCLUSION

Mr. Flyte is in violation of Medford Code 5.500 Unlawful Accumulation of Junk.

Mr. Flyte’s violations constitute a public nuisance.

The City Manager shall direct summary abatement if the nuisance is not abated within 10 days of this order.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.2

www.ci.medford.or.us

DEPARTMENT: Public Works
PHONE: (541) 774-2100

AGENDA SECTION: Ordinances and Resolutions

MEETING DATE: January 5, 2017

STAFF CONTACT: Cory Crebbin, Public Works Director

COUNCIL BILL 2017-02

An ordinance awarding a contract in an amount of \$492,197.10 to Insituform Technologies, LLC, to install Cured in Place Pipe (CIPP) lining of failing sewer pipes.

SUMMARY AND BACKGROUND

Insituform Technologies is the low bidder for a contract to install Cured in Place Pipe (CIPP) lining of failing sewer pipes at various locations in the City of Medford. The City is contracting this project due to the specialized nature of the work.

PREVIOUS COUNCIL ACTIONS

Michels Corporation was awarded a contract on January 7, 2016, for the lining of 11,800 feet of pipes that were installed during the period of February through May 2016.

ANALYSIS

A total of 12,080 feet of pipe will be lined as shown on the exhibit "Special Provisions: Work To Be Done." Rehabilitation of failing sewer pipes maintains flow and reduces potential for failures in the future. Trenchless technologies such as CIPP are less disruptive for citizens and have minimal impact on street pavement life.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Expenditure of \$492,197.10, which is included in the 2016/2017 biennium budget for the Sewer Utility Fund (Fund 14).

TIMING ISSUES

The work will start after February 21, 2017, and is scheduled to be complete by May 12, 2017.

COUNCIL OPTIONS

Approve, modify or deny the ordinance.

STAFF RECOMMENDATION

Approve the ordinance for a contract with Insituform Technologies, LLC.

SUGGESTED MOTION

I move to approve the ordinance for a contract in the amount of \$492,197.10 to Insituform Technologies, LLC, for CIPP.

EXHIBITS

Ordinance

Bid Tabulation

Special Provisions: Work To Be Done

Pipe Segment Location Index

Contract documents are available in the City Recorder's office

ORDINANCE NO. 2017-02

AN ORDINANCE awarding a contract in an amount of \$492,197.10 to Insituform Technologies, LLC to install Cured in Place Pipe lining of failing sewer pipes.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a contract in an amount of \$492,197.10 to install Cured in Place Pipe lining of failing sewer pipes, which is on file in the City Recorder's office, is hereby awarded to Insituform Technologies, LLC.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2017.

Mayor

BID TABULATIONS 2017 Wastewater Collection System Project In the City of Medford MC-1705

Project; 2017 Wastewater Collection System Project In the City of Medford MC-1705

Location: Various Streets in the City of Medford

CITY OF MEDFORD

Project No: MC-1705

PUBLIC WORKS - OPERATIONS

Date of Bid Opening: December 15, 2016

**Peter Brown
Public Works Operations
Engineering Tech III**



**Bidder Name
Insituform Technologies
Michels Corp.**

**Total Bid
\$492,197.10
\$674,370.40**

Item No.	Item Description	Unit of Measure	Estimated Quantity	Low Bidder Insituform Technologies		Michels Corp.
				Unit Bid	Amount	Unit Bid
1	MOBILIZATION	LS	1	\$21,000.00	\$21,000.00	\$30,000.00
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$30,000.00	\$30,000.00	\$35,000.00
3	EROSION CONTROL	LS	1	\$500.00	\$500.00	\$511.00
4	POLLUTION CONTROL PLAN	LS	1	\$500.00	\$500.00	\$465.00
5	MAINLINE VIDEO INSPECTION	LS	1	\$26,000.00	\$26,000.00	\$48,383.00
6	INTERNAL SERVICE REINSTATEMENT	EACH	274	\$120.00	\$32,880.00	\$400.00
7	CIPP LINER, 6 INCH	FOOT	3321.4	\$25.00	\$83,035.00	\$33.00
8	CIPP LINER, 8 INCH	FOOT	7151.3	\$25.00	\$178,782.50	\$30.00
9	CIPP LINER, 10 INCH	FOOT	572.2	\$37.00	\$21,171.40	\$33.00
10	CIPP LINER, 12 INCH	FOOT	190	\$50.00	\$9,500.00	\$60.00
11	CIPP LINER, 15 INCH	FOOT	425	\$65.00	\$27,625.00	\$70.00
12	CIPP LINER, 30 INCH	FOOT	419.2	\$146.00	\$61,203.20	\$158.00
				Total Bid =	\$492,197.10	\$674,370.40

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of rehabilitating existing pipes by furnishing and installing cured-in-place lining as shown, in the City of Medford, Oregon.

1. Cleaning of pipes.
2. Mainline video Inspection.
3. Install cured-in-place lining
4. Internal service reinstatement
5. Perform additional and incidental work as called for by the specifications and plans.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the work on this project is the 2008 edition of the "Oregon Standard Specifications for Construction".

All number references in these Special Provisions shall be understood to refer to the sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a City of Medford Project.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.20 Definitions –Add the following:

"Agency" is the City of Medford

"Bid Booklet" is replaced with "Proposal"

"Proposal" is defined as follows: **Proposal** – The bound paper version included in the solicitation documents that contain the information identified in 00120.10.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

<u>Pipe ID #</u>	<u>Street / Cross Street</u>	<u>Location Street / Alley of pipe to be lined</u>
1	30757 Mistletoe St S of W 8th St to South Manhole	Mistletoe St S of W 8th St to South Manhole
2	30844 Elm St S of W 10th St to Easement	Access from 333 S Columbus Av & End of Elm St
3	30845 Easement N Prune St & W of Benson St	Access from 411 S Columbus Av & 333 S Columbus Av
4	30885 Easement N Prune St & W of Benson St	Access from 443 S Columbus Av & 411 S Columbus Av
5	32488 Sherman St at Geneva St to Stark St	Sherman St at Geneva St to Stark St
6	32723 2012 Hillcrest Rd to Easement at 1941 Westerlund Av	2012 Hillcrest Rd to Access at 1941 Westerlund Av
7	32739 Abandoned Alley Easement S of Main St & W of S Groveland Ave	Abandoned Alley Easement S of Main St & W of S Groveland Ave
8	32799 N Groveland Ave at Hillcrest Rd to South Manhole	N Groveland Ave at Hillcrest Rd to South Manhole
9	32800 Easement 2124 E Jackson St to Easement 2136 E Jackson St	Access from 2124 E Jackson St & 2136 E Jackson St
10	32838 Richmond Ave South of E Main St to Easement at 29 Richmond Dr	Richmond Ave South of E Main St to Access at 29 Richmond Dr
11	32889 29 Windsor Ave to Alley East of Windsor Ave	30 Windsor Ave to Alley East of Windsor Ave
12	35467 Hillcrest Rd at N Groveland Av to Easement 2136 E Jackson Av	Hillcrest Rd at N Groveland Av to Access at 2136 E Jackson Av
13	35521 On Union St at W 11th St to South Manhole	On Union St at W 11th St to South Manhole
14	35703 On Pennsylvania Ave at N Peach St to East Manhole	On Pennsylvania Ave at N Peach St to East Manhole
15	35920 Abandoned Alley Easement S of Main St & W of S Groveland Ave	Abandoned Alley Easement S of Main St & W of S Groveland Ave
16	30228 Sherman St at Genessee St to Geneva St	Sherman St at Genessee St to Geneva St
17	30409 W Main St to alley N of Laurel St	Main St to Alley A -80
18	30731 King St at Catherine St to North Manhole	King St at Catherine St to North Manhole
19	30751 W Main St at Mistletoe St	W Main St at Mistletoe St
20	30756 Mistletoe St at W 10th St to North Manhole	Mistletoe St at W 10th St to North Manhole
21	30974 Haven St at Woodstock St to N Holly St	Haven St at Woodstock St to N Holly St
22	32194 E 11th St at Willamette Ave to Ashland Av	E 11th St at Willamette Ave to Ashland Av
23	32285 S Ivy St at W 11th St to W 12th St	S Ivy St at W 11th St to W 12th St
24	32239 Alley N of 12th St & E of S Front St	Alley E-2 & E-3
25	32295 S Holly St at W 11th St to W 12th St	S Holly St at W 11th St to W 12th St
26	32409 E 8th St at Bartlett St	E 8th St at Bartlett St
27	32410 E 8th St at Central Ave	E 8th St at Central Ave
28	32455 Alley at Fir St, South of W 6th St	Alley C-30 to Evergreen St
29	32584 Modoc Ave at Dellwood Ave to South Manhole	Modoc Ave at Dellwood Ave to South Manhole
30	32604 Black Oak Dr North of Dellwood to 2411 Dellwood Ave	Black Oak Dr North of Dellwood to Access at 2411 Dellwood Ave
31	32633 Easement 648 Carrington Ave to Crestbrook Rd	Easement 648 Carrington Ave to Crestbrook Rd
32	32634 Easement 648 Crestbrook to 648 Crestbrook	Easement 648 Crestbrook to 648 Crestbrook
33	32729 E Main St at Alley W of Glen Oak Ct to South Manhole	E Main St at Alley W of Glen Oak Ct to South Manhole
34	32730 Alley South E Main St and W of Glen Oak Ct	Alley South E Main St and W of Glen Oak Ct
35	32777 216 Barnburg Rd to North Manhole	216 Barnburg Rd to North Manhole
36	32805 N Groveland Ave at Manhole south of Groveland to 37 Valley View Rd	N Groveland Ave to Access from 37 Valley View Dr
37	32806 Easement 37 Valley View Dr to Valley View Dr South of Hillcrest Rd	Access from 37 Valley View Dr to Valley View Dr
38	35466 S Keeneway Dr at Highland Dr to West Manhole	S Keeneway Dr at Highland Dr to West Manhole
39	35580 Crown Ave at Oregon Terrace to East Manhole	Crown Ave at Oregon Terrace to East Manhole
40	35700 W 2nd St at Columbus Ave to East Manhole	W 2nd St at Columbus Ave to East Manhole
41	35737 S Holly St at W 10th St to W 11th St	S Holly St at W 10th St to W 11th St
42	35741 E 8th St at Central Ave	E 8th St at Central Ave
43	30242 W 9th St at Grape St to S Fir St	W 9th St at Grape St
44	32401 W 5th St at Alley West of N Central Ave to Alley to the East	W 5th St at Alley West of N Central Ave to Alley to the East
45	109831 Easement 2251 Fairfield Dr to 2834 Fredrick Dr	Access from 2251 Fairfield & 2834 Fredrick Dr
46	108543 Easement at 2834 Fredrick Dr	Access from 2834
47	114996 1730 E McAndrews Rd to E McAndrews Rd	1730 E McAndrews Rd to E McAndrews Rd
48	114997 1730 E McAndrews Rd to Easement 1762 McAndrews Rd	1730 E McAndrews Rd to Driveway at 1762 McAndrews Rd



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.3

www.ci.medford.or.us

DEPARTMENT: Public Works
PHONE: 541-774-2100
STAFF CONTACT: Cory Crebbin, Public Works Director

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: January 5, 2017

COUNCIL BILL 2017-03

A resolution waiving street and park utility fees for commercial customers who failed to renew required vacancy certification prior to January 5, 2017.

SUMMARY AND BACKGROUND

Medford Municipal Code (MMC) 4.1200(3)(a) establishes that street and parks utility fees are waived for commercial customers when the property owner notifies the City that a suite is vacant. The MMC requires property owners to notify the City every three months certifying that the suite is still vacant. If a property owner does not notify the City, the street and parks utility fees are charged to the utility account.

Utility billing staff recently completed an audit of all commercial utility accounts where street and parks utility fees were being waived. It was determined that 46 accounts did not have active vacancy certification forms on file and fees were added back, retroactive to the expiration date of the previous vacancy certification or two years, whichever was shorter.

PREVIOUS COUNCIL ACTIONS

None.

ANALYSIS

MMC 4.1200(3)(a) states that street and parks utility fees may be waived on vacant commercial sites provided the property owner notifies the City:

“Street and park fees will not be assessed to a vacant unit within a commercial, non-residential property provided the property owner has notified the City that the unit is vacant. ...Vacancy certifications are valid for three (3) months; if the unit remains vacant, the property owner shall be responsible for renewing the vacancy certification”

MMC 4.1205(2) states that utility fees may be back billed for a period of up to two years:

“If a utility fee is found to have been undercharged due to a billing error, the City shall calculate the amount of the undercharge and may bill the responsible party for the amount of the undercharge for a period of two years. However, if it is known that the period of billing error was less than two years, the undercharge shall be calculated for only those months during which the billing error occurred.

City staff heard from several customers who were significantly impacted by the retroactive billing. One customer was back billed more than \$3,200 and several were billed more than \$1,000. Most of these properties remained vacant during these past billing periods.

Staff recommends that Council direct staff to not charge the unpaid park and street utility fees incurred to the 46 customers who failed to renew the vacancy certification during the time the properties were vacant. Staff recently implemented a monthly audit that will catch expired vacancy certificates going forward.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

\$3,196.58 of the Parks Utility Fund and \$34,961.58 of the Street Utility Fund will not be collected as revenue.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.3

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TIMING ISSUES

None.

COUNCIL OPTIONS

Approve, modify or deny the resolution.

STAFF RECOMMENDATION

Approve the resolution.

SUGGESTED MOTION

I move to direct staff to not charge unpaid park and street utility fees incurred solely due to the failure to renew a vacancy certification prior to today.

EXHIBITS

Resolution

RESOLUTION NO. 2017-03

A RESOLUTION waiving street and park utility fees for commercial customers who failed to renew required vacancy certification prior to January 5, 2017.

WHEREAS, Medford Municipal Code section 4.1200 establishes that street and park utility fees are waived for commercial customers when the property owner notifies the City that a suite is vacant; and

WHEREAS, staff recently completed an audit and found forty-six (46) accounts did not have active vacancy certification forms on file and most of these properties remained vacant; and

WHEREAS, several customers were significantly impacted by the retroactive billing and staff recently implemented a monthly audit to catch expired vacancy certificates going forward; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, OREGON,
That street and park utility fees for commercial customers who failed to renew required vacancy certification prior to January 5, 2017 are hereby waived.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2017.

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.4

www.ci.medford.or.us

DEPARTMENT: Human Resources
PHONE: (541) 774-2010
STAFF CONTACT: Michael Snyder, Director

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: January 5, 2017

COUNCIL BILL 2017-04

An ordinance authorizing execution of an Agreement between the City of Medford and Teamsters Construction and Maintenance concerning wages, hours, fringe benefits, and other working conditions retroactive from July 1, 2016, through June 30, 2019.

SUMMARY AND BACKGROUND

A two-year agreement with Teamsters Construction and Maintenance expired June 30, 2016. The proposed three-year agreement for years 2016-2019 provides consistency with Council direction regarding the wages, hours, fringe benefits and other working conditions.

PREVIOUS COUNCIL ACTIONS

Council action is required on collective bargaining agreements. The last time this agreement was ratified by Council was on June 4, 2015 for a two-year agreement, July 1, 2014 through June 30, 2016.

ANALYSIS

The proposed agreement provides for:

1. Salary increases: 2% effective 7/1/16, 2% effective 7/1/2017, and 2% effective 7/1/2018.
2. Health insurance: The cap for City contribution to insurance premium would be set at \$1,670 per month effective July 1, 2016. The cap would then increase to \$1,690 per month effective July 1, 2017, and to \$1,710 per month effective July 1, 2018.
3. Additional amendments were proposed and ratified by the bargaining group. These amendments have minimal financial impact and provide for clarity within the agreement.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The total compensation cost of the proposed action has been estimated by the Finance Department to be approximately \$63,000 for the first year of the agreement, approximately \$64,000 for the second year of the agreement, and approximately \$65,000 for the third year of the agreement. Funds for the contract increases are available in the proposed 2015-2017 biennial budget. Public Works will include year two and three funding in their proposed 2017-19 biennium budget.

TIMING ISSUES

If the Council chooses not to approve this proposed agreement, negotiations with the bargaining unit will continue upon further direction from Council.

COUNCIL OPTIONS

Approve or deny the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance authorizing the agreement with Teamsters Construction and Maintenance.

SUGGESTED MOTION

I move to approve the ordinance authorizing the agreement with Teamsters Construction and Maintenance.

EXHIBITS

Ordinance
Agreement

ORDINANCE NO. 2017-04

AN ORDINANCE authorizing execution of an Agreement between the City of Medford and Teamsters Construction and Maintenance concerning wages, hours, fringe benefits, and other working conditions retroactive from July 1, 2016, through June 30, 2019.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of an Agreement between the City of Medford and Teamsters Construction and Maintenance concerning wages, hours, fringe benefits and other working conditions retroactive from July 1, 2016, through June 30, 2019, which is on file in the City Recorder's office, is hereby authorized.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2017.

Mayor

EMPLOYMENT RELATIONS

AGREEMENT

BETWEEN

CITY OF MEDFORD, OREGON

AND

TEAMSTERS LOCAL UNION NO. 223

REPRESENTING

CONSTRUCTION AND MAINTENANCE EMPLOYEES

July 1, 2016

to

June 30, 2019

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ARTICLE 1 - STATEMENT OF PURPOSE

Agreed to and to be in effect between the City of Medford, Oregon, hereinafter called the "City," and the Teamsters Local Union No. 223, of Portland, Oregon, hereinafter called the "Union", made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of the Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

ARTICLE 2 - RECOGNITION

2.1 Recognition - The City recognizes the Union as the exclusive bargaining agent for all non-excluded employees in covered classifications in the Public Works Department. Classifications in the bargaining unit include Public Works Laborer; Public Works Technician; Public Works Technician, Senior; Traffic Signal Technician; Traffic Signal Electrician; Traffic Signal Technician, Senior; and Utility Locator.

2.2 Excluded Employees - Other employees, including part-time, temporary, confidential, supervisory employees, and those subject to outside grant agreement having conditions which related to this Agreement are excluded from the bargaining unit.

Part-time employees are those who work less than 25 hours per week. Temporary employees are those who are hired for a limited period of time not to exceed six (6) consecutive months in a 12 month period.

2.3 New Classifications - The City has the exclusive right to develop new classifications within the current organizational scope of this bargaining unit and adopt wage scales for those classifications. The City shall forward the new position classification specification and hourly wage schedule to the Union for its review. If the Union disagrees with the proposed wage scale for this new classification, the Union may reopen this Agreement for negotiations of only that new hourly wage scale for that new classification under the scope of this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

3.1 Rights of Employees - Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing, for the purpose of representation in matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or the Union because of the exercise of his/her rights.

3.2 Non-Discrimination - The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, creed, national origin, age, sex, religion, mental or physical disability, union affiliation, political affiliation or any other classes protected by Federal or State law. Any claim which is subject to review by EEOC or other regulatory agency shall not be arbitrable.

3.3 Reference to Gender - All reference to employees in this Agreement designates both sexes; and whenever only one gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - RIGHTS OF CITY

4.1 Management Rights - In addition to rights specified elsewhere in this Agreement, the City shall have all legal and customary management rights including, but not limited to, the exclusive right to determine the mission of its constituent departments and divisions, boards and commissions; set standards, types and frequency of services; exercise complete control and discretion over its organization, operations, and the technology of performing its work; determine the procedures and standards of selection for employment and promotion; direct and supervise employees; take disciplinary actions; relieve employees from duty consistent with Articles 17, 18, and 19; establish and administer the fiscal budget; evaluate employee performance; determine the content of job classifications; assume all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; take all reasonable action necessary to assist employees in their career development through special training assignments; maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted.

4.2 Assignment of Employees - The City reserves the right to determine the number of employees required at any specific location and in any specific job classifications provided in this labor Agreement.

4.3 Duties Not Provided - The City is not subject to any duties not expressly provided for in this contract.

ARTICLE 5 - COMMUNITY PROTECTION CLAUSE

5.1 Strikes Prohibited - The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

5.2 Union Agrees - In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work.

5.3 Lockouts Prohibited - There will be no lockout of employees covered by this Agreement as a consequence of any dispute which may arise during the term of this Agreement.

ARTICLE 6 - UNION SECURITY AND BUSINESS

6.1 Dues Check-Off - On the first pay period of each month, the City shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions in an amount equal to Union dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement.

6.2 Fair Share - Employees in the bargaining unit who are not members of the Union shall make payments-in-lieu-of dues to the Union. Payments-in-lieu-of dues shall be the equivalent of regular Union dues and initiation fees. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the City will deduct from the wages of each bargaining unit employee who is not a Union member the payments-in-lieu-of dues required by this Article. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within 30 days after the effective date of their employment. The City shall remit a payment for all said deductions to the Union within ten (10) workdays after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from whom deductions were made.

6.3 Religious Objection Exception - Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the City and the Union that this has been done.

6.4 Dues Definition - The term "dues" as collected from each member of the bargaining unit shall not include any fine, assessment, contribution or other form of payment or payroll deduction required or established by or from Teamsters Union members except as otherwise provided in this agreement. Initiation fees are considered dues.

6.5 Notification of New Hires - The City will notify the Union monthly of all new hires and will furnish the Union with the employee's name, classification, social security number, and date of employment. During the life of this contract, the Union will notify the City monthly of individuals who have become members of the Union and to whom the Fair Share provisions of this Article will not thereafter apply.

6.6 Bulletin Boards - The City agrees to furnish a bulletin board in the work or assembly area for use by the Union. The Union shall limit its postings of notices and bulletins, on City premises, to this bulletin board. Such notices and bulletins so posted by the Union will be dated and signed with functional title by the responsible Union representative.

6.7 Right of Use of City Facilities to Hold Union Meetings - The City shall allow the Union to use meeting facilities of the Service Center, or other practicable facilities, for Union meetings when scheduling such meetings is a feasible matter within facility scheduling demands and availability. General membership Union meetings shall not be scheduled during the normal work shift of any employee covered by this agreement unless approved in advance by the Public Works Operations Superintendent or his designee.

6.8 Right of Access by Union - The Union will have reasonable rights to contact bargaining unit employees on City work sites of this bargaining unit. The Union will notify the Public Works Operations Superintendent or his designee in advance of the intent to make such contact. The Union will minimize in good faith interference with City work in such contacts.

6.9 Collective Bargaining Activities - When mutually agreed on, collective bargaining activities may occur during regularly scheduled working hours. Members of the Union bargaining team shall be allowed time off with pay for that purpose while at the bargaining table. The number of team members who may be allowed time off with pay shall not exceed two members. The Union will identify these designated representatives to the City in writing at least ten (10) days in advance of the commencement of negotiations.

6.10 Steward Not to Solicit Grievances - The City agrees to allow time without loss of pay for the member who is designated Union steward for this bargaining unit for the purpose of handling and processing grievances. The steward will attempt in good faith to schedule these activities so as not to interfere with the departmental operations or staffing levels. The employee using on-duty time for the purposes stated herein shall obtain approval from his/her immediate supervisor prior to such use of time. During working hours, Union members and the steward shall not solicit or carry on other business of the Union, except that the steward may deal with grievances under the conditions set forth above.

6.11 Limit Activities - The Union agrees its members will not solicit membership or carry on Union activities during work hours, except as and if specifically provided in this Agreement or specifically approved by management.

This provision shall not bar the Union from briefly visiting with Union members as provided for in Section 6.8.

6.12 Hold Harmless - The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that may arise by reason of action taken or not taken by the City for the purpose of complying with any provision of this Article.

ARTICLE 7 - COMPENSATION

7.1 Wage Schedule - Employees shall be compensated in accordance with the wage schedules set forth in Appendix A

Merit Increases - Service Time - To be considered eligible for advancement from one hourly wage step to another, employees must complete at least one (1) full year of continuous service uninterrupted by leave without pay, as well as meet standards at the time of his/her anniversary date.

If an employee does not meet standards, the employee will remain at his/her current step until he/she meets standards via bi-monthly evaluations. Performance reviews are not subject to the grievance procedure.

7.2 Out of Class Pay Differential - The City shall have the option to utilize an employee covered by this Agreement for duties above the level of their regular position classification. Any employee assigned and fully performing the duties of a higher classification shall be paid a five percent (5%) higher salary differential for hours worked in such classification. An employee assigned as Public Works Technician, Senior, or Traffic Signal Technician, Senior, or "acting supervisor" shall also receive five percent (5%) out-of-class pay for hours in such assignment, which is normally made for full day increments. Under abnormal circumstances, an employee may be assigned the duties of a position more than one (1) grade higher than the classification occupied by the employee. In such instances, the employee shall be paid ten percent (10%) of the employee's regular salary rate. Out-of-class pay shall not be paid on compensatory time used, vacation, holiday, or sick leave.

7.3 Pay Periods - Employees shall be paid on a twice a month basis. In the event a regularly scheduled pay date falls on a Saturday, Sunday, or a holiday, the last preceding workday of the Finance Department shall be the regular pay date.

7.4 Overtime - All full-time employees shall be paid at time and one-half (1½) for work in excess of 40 worked hours per week or eight (8) hours per workday or ten (10) hours if the employee is working a 4/10 scheduled workweek. A week encompasses Sunday through the following Saturday.

- A. It is recognized that it is a management right to require overtime.
- B. Employees required to work overtime will be given as much advance notice as is reasonably practical under the circumstances.
- C. In the event overtime scheduled for a day is canceled by the City before the time fixed for its commencement, employees shall not be entitled to any pay for the canceled overtime period.
- D. No Pyramiding - In no event shall an employee receive compensation twice for the same hours.

7.5 Call-Back Time – In order to ensure continuity of services to the public after normal working hours, employees may be called back to work under the Public Works Operations Division call-back administrative policy, unless emergency conditions dictate otherwise. Employees shall receive overtime pay for the work for which they are called back, starting from the time they are notified of the call-out, and shall be credited with not less than two (2) hours, three (3) hours if during a holiday, at the overtime rate. This section does not apply to scheduled overtime, call-back time annexed to the beginning of the work shift or hold-over times annexed to the end of the work shift or workday. If at the end of his or her shift, the employee has departed from the City's premises before being called back, the same shall not be considered a hold-over time but shall be compensated as call-back under this section. For the purposes of this section, a holiday is the actual designated day (e.g., January 1 for New Year's Day), not the day said holiday is observed by the City.

No Pyramiding - In no event shall an employee receive compensation twice for the same hours.

Call-back shall not apply to employees on stand-by as specified in 7.11 Standby Pay unless the employee is required to return to the worksite. Compensation for matters not requiring a physical response to the worksite are covered in 7.11 Standby Pay.

7.6 Break in Service – The City shall not recognize as time worked periods of layoff, unpaid leaves of absence, suspensions, and other non-paid absences from the job in applying the provisions of the wage schedule.

7.7 License

- A. Commercial Driver’s License. Possession of a Class A Commercial Driver’s License is a minimum requirement for all positions covered by this bargaining unit except for the Utility Locator position. The City will pay the cost of any physical exam, written or driving test, and/or drug test for an employee required by the City to maintain an Oregon Department of Transportation Commercial Driver’s License (CDL). Physical examinations and drug tests are to be administered by City-specified medical providers. Failure of an employee to maintain his/her CDL may be cause for disciplinary action on a case-by-case basis in accordance with 19.2 Just Cause Standards.

The Class A CDL requirement applies to all employees that currently have this level of CDL and all new hires as of July 1, 2016. All current employees as of July 1, 2016 with a Class B CDL will be grandfathered at that level.

- B. Other Certifications. The City shall pay the cost of any examination fee for an employee to obtain or maintain any certification or license that is pre-approved, whether it is actually required or not. In so doing, the City will pay the cost of the examination fee for the first attempt to pass the examination. If the employee does not pass the examination on the first attempt, the employee will be responsible for the costs of additional attempts as necessary in order to pass the exam.

7.8 Training Time - The City shall consider all required training time as “hours worked” for purposes of compensation. If a training location is outside Jackson County, travel time to and from the training location shall be considered “hours worked”. It is understood that the City may change an employee’s work schedule to accommodate training.

7.9 Deferred Compensation - Employees shall be allowed to participate through payroll deductions in any deferred compensation program offered through the City.

7.10 Compensatory Time - Employees assigned by management to work overtime may, in lieu of overtime pay, accumulate compensatory time at the rate of one and one-half (1½) times the hours actually worked. Documentation and use of compensatory time hours shall be controlled by this section as follows:

- A. Maximum Accumulation. An employee may accrue up to 64 compensatory hours at any one time. If an employee has accrued 64 hours of compensatory time, he/she will not be permitted to accrue additional compensatory time in lieu of overtime, and shall be compensated at the rate of one and one-half (1½) times the employee’s regular rate of pay for all hours of overtime worked.
- B. Use of Compensatory Time Hours. An employee shall be permitted to use compensatory time hours during the year, subject to the following limitations:
 - 1) Use of compensatory time shall be in increments of one or more hours.
 - 2) Use of compensatory time may be denied if an employee’s use of compensatory time off would unduly disrupt the operations of the department.
 - 3) Requests for compensatory time off that are not received before noon on the day before the time off is sought may be denied at the discretion of the employee’s supervisor and such denial shall not be subject to the grievance process.
- C. Compensatory Time Payoff. At the request of an employee, the City shall pay off compensatory time at the employee’s regular rate of pay (base salary plus salary differentials) as part of a regular paycheck, provided the

employee requests a payoff of at least 20 hours and provides 15 working days' notice. At the end of the fiscal year, at the discretion of the City, compensatory time may be paid off at the employee's regular rate of pay (base salary plus salary differentials).

7.11 Standby Pay - When the City requires an employee to carry a City mobile device and be able to report for work in less than 30 minutes, the employee so designated shall receive an additional 14 hours of straight time pay, exclusive of any pay differential, or at the employee's discretion, 14 hours of straight time compensatory time for each week of standby. Employees shall forfeit standby premium if they are unable to report for work without a valid reason or cannot be located and such failure may result in disciplinary action. Standby time shall not be considered or treated as hours worked for any purpose.

The City shall establish an eligibility list for standby assignment and such duty shall be on a rotational basis. Standby shall be assigned in blocks of time of seven (7) days. An employee may, upon approval of his/her supervisor, trade with another qualified employee on the list to stand by in his/her place.

A standby assignment begins at noon on Wednesday and ends at noon on the following Wednesday. The designated standby employee should be the first called to respond to any emergency to which no other qualified employee on regular shift is available to respond.

It is understood that the City has the right to establish required criteria to be placed on the standby list. However, the City agrees to make an attempt to cross train employees interested in learning the necessary skills to be placed on the list.

While on standby, employees responding to calls for service that do not require a physical response to the worksite shall be compensated at their overtime rate in quarter ($\frac{1}{4}$) hour increments rounded up to the next highest quarter ($\frac{1}{4}$) hour.

7.12 Training and Incentive Program - An employee who meets the requirements set forth in the City of Medford Department of Public Works SOP Number 111 shall qualify for incentive compensation.

7.13 Medical Savings Account - The City shall contribute 1.2% of an employee's gross salary to each employee's account under the Voluntary Employee Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (commonly known as the HRA VEBA Trust) under Section 501 (c)(9) of the Internal Revenue Code. In addition, the City shall contribute \$50 per pay period to each employee's HRA VEBA account.

7.14 Shift Differential - An employee who's regularly scheduled shift begins between 12:01 a.m. and 5 a.m. for two (2) consecutive weeks or more shall receive an additional two percent (2%) on his base wages as a shift differential. Call back time and scheduled overtime do not qualify for shift differential.

The term "regularly scheduled shift" shall mean a shift that is an employee's normal shift for which he or she is scheduled to work every week. Occasional shift changes, call back time, and scheduled overtime do not qualify for the shift differential.

ARTICLE 8 - HOURS OF WORK

8.1 Basic Work Week - The City recognizes the basic work week for the Construction and Maintenance employees to be 40 hours of five (5) consecutive eight (8) hour days (or, at the City's discretion, four (4) consecutive ten (10) hour days), including rest periods but excluding meal periods. A week runs from Sunday to the following Saturday inclusive. Any implementation of a 4/10 workweek shall be subject to the following:

- A. Holiday pay for a scheduled holiday is limited to eight (8) hour pay for a 4/10 workweek.
- B. 4/10 Workweek: If the employee does not work on the holiday, he/she shall receive eight (8) hours pay at the regular straight-time rate and two (2) hours credited in one of the following ways:
 - (1) Deduct two (2) hours against accrued vacation, holiday or compensatory time leave.
 - (2) In the event the employee does not have adequate leave available in accordance with Section 8.1 B. 1 above, he may take two (2) hours leave without pay.
- C. If the employee works on the holiday, he/she shall receive eight (8) hours pay at the regular straight rate and pay for all hours worked at time and one-half (1½).
- D. Pay will be at the regular straight-time hourly rate for each day of absence due to vacation, floating holiday or sick leave.
- E. If a scheduled holiday falls on an employee's normal day off, the closest preceding or succeeding workday shall be taken as the holiday.

8.2 Shift Assignment - It is understood that the wage schedule in this Agreement is in full consideration for working shifts as may be assigned by the City. Employees shall have regular starting and quitting times. Affected employees shall be notified of scheduled shift changes at least seven (7) days prior to the effective date of the new shift except when extenuating circumstances make such prior notice impractical, or when the affected employees volunteer to accept shorter notice.

8.3 Meal Periods - All employees shall be granted a meal period during each work shift. Meal periods shall not be paid but shall be in addition to the hours of service comprising the workday. A meal period shall consist of a minimum of one-half (½) hour and may be taken at a location of the employee's choice, providing that the total time away from the job does not exceed the time allowed. City vehicles may not be used as transportation unless incidental to authorized travel. To the extent consistent with the operating requirements of the department, each meal period shall be scheduled in the middle of the work shift, or as close thereto as practical. The City retains the right to determine the meal period scheduled for employees.

8.4 Rest Periods - A rest period of 15 minutes shall be permitted all employees during each half shift. Periods shall be scheduled by the City in accordance with operating requirements. City vehicles may not be used as transportation unless incidental to authorized travel.

The 15-minute maximum duration is intended to be a recess to be preceded and followed by an extended work period.

8.5 Safety Release - Employees required to work 16 or more hours in a 24 hour period, and who provide notice to their supervisor at least one (1) hour prior to reaching the 16-hour threshold, shall be granted leave time in an amount equal to the duration of their next consecutive regularly scheduled shift, and shall be required to use that leave time to take their next consecutive regularly scheduled shift off. If employees are directed to work their next regularly scheduled shift, they shall be paid at the rate of time and one-half (1½) for such shift. However, management may reschedule their next shift providing that it will not begin prior to the end of the required time off described above.

8.6 Employee Clean-Up Time - Clean-up time will be permitted on work time only in the case of a health hazard emergency to employees as determined by the City.

8.7 Three-Day Absence Amounts to a Quit - An employee absent from work three (3) working days and who has not been granted a leave of absence by the City for that period, or who has not presented satisfactory evidence showing they were unable to work, shall be deemed to have quit and will be subject to termination.

8.8 Employee Must Give Advance Notice of Lateness or Absence - When an employee is going to be late or absent from work, he or she shall give notice as far in advance as possible in accordance with departmental policy.

ARTICLE 9 - VACATION LEAVE

9.1 Eligibility - Full-time employees shall be eligible for annual vacation time with pay, which shall accrue in accordance with this Section.

- A. Date of Hire to 60 Months Service. Full-time employees shall accrue vacation time at the rate 3.33 hours per pay period or 80 hours per year.
- B. After 60 Months Service. For full-time employees with more than 60 months and less than 120 months of continuous service, vacation time shall accrue at the rate of 4.5 hours per pay period or 108 hours per year.
- C. After 120 Months Service. For full-time employees with more than 120 months and less than 180 months of continuous service, vacation time shall accrue at the rate of 5.5 hours per pay period or 132 hours per year.
- D. After 180 Months Service. For full-time employees with more than 180 months and less than 240 months of continuous service, vacation time shall accrue at the rate of 6.67 hours per pay period or 160 hours per year.
- E. After 240 Months Service. For full-time employees with more than 240 months of continuous service, vacation time shall accrue at the rate of 8 hours per pay period or 192 hours per year.

For purposes of this section, a break in continuous service shall be defined as occurring if an employee has unpaid leave in excess of 15 consecutive calendar days, and such absence shall be deducted from the service date of the employee. Time spent by an employee on military leave, sick leave resulting from an injury incurred in the course of employment, FMLA/OFLA leave whether paid or unpaid, and paid time off shall not be considered as a break in service. Time spent on other types of authorized leave shall not be counted as part of continuous service, provided the employees returning from such leave and employees on laid off status, shall be entitled to credit for service prior to the leave or layoff.

9.2 Maximum Vacation Credit - The maximum vacation credit that may be accumulated by an employee at any time is two years vacation credits at the rate attributable to his class under Subsections A through E of Section 9.1. When the maximum accumulation is thus accrued, no further credits will accrue until, and to the extent that, use of the credits reduces the accumulation below the employee's maximum. The City shall notify each employee at the time of the first wage payment date each month of the amount of vacation time accrued by said employee. No payment shall be made for vacation time lost by an employee because of accrual limitation, unless the failure to take vacation is caused by the City's insistence that the employee be at work during a vacation period already scheduled for him or her.

9.3 Scheduling - Employees shall be permitted to request vacation on a split or entire basis. Vacation times for the employees shall be scheduled by the City based on the City's judgment as to the needs of efficient operation, the availability of vacation relief and the City's right to so arrange scheduling that each employee has an opportunity, if he chooses, to use at some time during the calendar year, the full amount of vacation credit which he could accumulate in 12 months of continuous service. Subject to the foregoing, the employee shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority. Conflicting requests for the same vacation time shall be resolved on the basis of seniority,

but an employee shall be permitted to exercise his right of seniority only once per calendar year, and only if at least 30 days' notice is given. The supervisor shall act upon vacation requests without unreasonable delay but not later than ten (10) working days after the vacation request is made.

9.4 Death or Termination - In the event of termination of an employee, the employee shall be entitled to payment for accrued vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary.

9.5 Vacation Cash Out - An employee may request to sell back to the City a maximum of 80 hours vacation leave per fiscal year. Three sellback requests can be made each year, up to the 80 hour total annual limit, and the employee must have at least 40 hours accrued vacation leave remaining after any sellback. Payment for hours cashed out under this section shall be at base pay exclusive of differentials and will be paid on the regular pay check provided that the employee gives at least three (3) weeks' written notice to the Human Resources Department of the employee's wish to exercise a sellback option and the requested payday for the cashout.

9.6 Leave of Absence Without Pay - Vacation leave for the pay period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours.

ARTICLE 10 - HOLIDAYS

10.1 Designated Holidays - The following shall be designated as compensable holidays.

1. New Year's Day
 2. Martin Luther King Day
 3. President's Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Thanksgiving Day
 8. Day after Thanksgiving
 9. Christmas Day
- Three (3) Floating Holidays

10.2 Weekend Holidays - Whenever a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

10.3 Holiday Pay - Eligible employees shall be compensated for eight (8) hours at the straight time rate for each of the designated holidays on which they do not work. However, employees shall not be paid for any holiday for which they receive time loss pay under the Workers' Compensation system.

10.4 Holiday Work - If an employee is required to work on any of the holidays listed above, except floating holidays, he shall receive, in addition to his regular pay, compensation for all hours worked at one and one-half (1½) times his rate of pay.

10.5 Non-Duplication of Charged Paid Leave - If an employee is on authorized vacation, sick leave or other leaves with pay when a holiday occurs, such holidays shall not be charged against such leave.

10.6 Use of Floating Holidays - On July 1 of each year, a fulltime employee shall be credited with 24 hours of floating holiday time. Newly hired employees shall have pro-rata posting from hire date.

Floating holiday time must be used by October 1st following the fiscal year in which it is received or it will be converted on October 1st to vacation time.

ARTICLE 11 - SICK LEAVE

11.1 *Accrued Sick Leave* - Accrued sick leave shall be earned for the purposes stated herein by each employee at the rate of four (4) hours for each full pay-period of service commencing with the date of employment. Sick leave for the pay-period shall not be accrued if the employee is on a leave of absence without pay equal to eight (8) or more hours.

Sick leave may be accumulated to a total maximum of 960 hours. Sick leave in excess of 960 hours may be accrued and used but any excess remaining on June 30th each year shall be cashed out at 50% of each employee's base wages and placed in the employee's HRA VEBA trust account.

Upon retirement of an employee, sick leave in excess of 520 hours shall be cashed out at 50% of the employee's base wages and said payment to be deposited in the employee's HRA VEBA trust account. All remaining hours shall be reported to the Oregon Public Employees Retirement system as unused accumulated sick leave for purposes of calculating service credit for retirement benefit purposes.

An employee who terminates employment with the City for reasons other than retirement shall be entitled to no cash compensation or HRA VEBA payment for unused sick leave except that all remaining hours shall be reported to the Oregon Public Employees Retirement system as unused accumulated sick leave for purposes of calculating service credit for future retirement benefit purposes.

11.2 *Definitions* - For Article 11, the following definitions shall apply:

"Spouse" means a husband or wife as defined or recognized under Oregon law. Or a same-sex domestic partner who has completed an Affidavit of Marriage or Domestic Partnership.

"Child" means a biological, adopted, or foster child; stepchild; legal ward; individual who has or had the employee standing in loco parentis; and same-sex domestic partner's child. Child may be an adult or a minor.

"Parent" means biological, adoptive, foster or stepparent; an individual who stands or stood in loco parentis to an employee when the employee was a minor; parent-in-law, and parent of the same-sex domestic partner.

"Grandparent" means the biological, adoptive or foster grandparent.

"Grandchild" means the biological, adopted, foster, or stepchild of the child of an employee or the employee's spouse.

"Parent-in-Law" means the "parent" of the employee's spouse

"Sibling" means biological, adopted, or foster brother or sister of the employee.

11.3 *Statutory Leave - Unpaid* - Unpaid leave is granted in accordance with the Federal Family and Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) for certain purposes. See Family and Medical Leave Policy, Administrative Regulation 94-6 as revised.

11.4 Utilization for Illness or Injury - Employees may use sick leave for an illness or injury of the employee, spouse or child.

In cases where an employee is unable to provide advance notice of the need for sick leave usage by completion of a leave request form, the employee must complete the leave request form on the day he/she returns to work.

Sick leave may be used during periods that the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

Medical, Dental, or Vision Appointments - Sick leave may also be used for annual or routine medical/dental/vision appointments that are scheduled at least 24 hours in advance, for the employee, spouse or child. If an employee does not complete a sick leave request form at least 24 hours in advance of the need for the absence, the employee shall not be eligible to utilize accrued sick leave. However, the employee may use other accrued leave for the absence. Department supervisors may authorize the use of sick leave with less than 24 hours' notice to accommodate a change in a previously approved appointment provided department needs are not affected.

Notification Requirements - In the event of illness or injury, the employee shall notify his/her immediate supervisor in accordance with Section 8.9, unless unable to do so because of the serious nature of the injury or illness.

An employee who is unable to complete the regularly scheduled shift due to illness or injury shall, prior to leaving work, notify his/her immediate supervisor, on-duty supervisor, or other departmental supervisor.

Physician's Certification - The City may require a physician's statement establishing the employee's fitness for duty, so long as there exists specific, articulable facts that the employee may not be able to safely fulfill the responsibilities of his/her position. In the event of an extended absence for an illness/injury, prior to allowing the employee to return to work, the City may require a doctor's release stating that the employee may return to his/her normal duties without risk of aggravating the illness or injury.

Uses for non-FMLA/OFLA Caregiving - For non-FMLA/OFLA leave, where the employee needs to care for, or arrange care for a parent or grandparent with an illness or injury, the employee may use up to one work shift of sick leave per occurrence. Accrued vacation, holiday or compensatory time may be used for additional leave in such cases.

11.5 Integration with Worker's Compensation - When an injury occurs in the course of employment, the City's obligation to pay under this sick leave Article is limited to the difference between any disability payment or time lost time payment received under Worker's Compensation Laws and the employee's gross salary. In such instances, no charges will be made against the employee's accrued sick leave for the first three (3) days of leave unless he/she receives time loss payments for said days.

11.6 Sick Leave without Pay - In the event the City determines under Section 11.4 that the employee is unable to return to work, sick leave without pay may be granted by the City for the remaining period of disability (not to exceed six (6) months) after all accrued leave has been exhausted. Such leave may be extended by the City. The City may require that the employee submit a certificate from a physician periodically during the period of such disability and before returning to work.

11.7 Bereavement Leave - An employee shall be granted up to three (3) days bereavement leave with regular salary in the event of death of a spouse, parent, child, sibling, parent-in-law, grandparent, grandchild or step-grandchild. Up to two (2) days leave taken from any other accrued leave shall be granted upon request. Concurrent with the benefit described above, employees will be granted additional leave as provided by and in accordance with the Oregon Family Leave Act.

11.8 No Sick Leave During Layoffs or Certain Other Leaves of Absence - Sick leave shall not be used or accrued under the following circumstances:

- A. During layoff periods or during a leave of absence without pay;
- B. During periods when a City operation is shut down due to strikes.

Sick leave shall not be used during a scheduled leave (i.e., vacation or holiday) if the employee and/or family member has an injury or becomes ill.

ARTICLE 12 - LEAVES OF ABSENCE WITHOUT PAY

12.1 Leave of Absence Without Pay - After all paid leave is exhausted, a leave of absence without pay may be considered. Requests for leave of absence without pay shall be submitted by the employee to his/her immediate supervisor who will forward the request, with recommendation and comments, to the department head who shall recommend action and forward to the Human Resources Director. Such leave requests to be implemented must be approved by the Human Resources Director. Such approval is discretionary.

12.2 Paid Leave Credits During Leave of Absence Without Pay - Vacation, sick leave and floating holiday credits shall not continue to accrue to an employee while in a non-pay status.

12.3 Holidays While on Leave - An employee on leave of approved absence without pay shall not be paid for a holiday which occurs while the employee is on such leave.

12.4 Misrepresentation - An employee who has obtained an approved leave of absence without pay through fraud or misrepresentation may be discharged by the City.

12.5 Return from Leave - Any employee who is granted a leave of absence and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his position with the City, and his position shall be declared vacant; unless the employee, prior to expiration of his leave of absence or prior to the termination date has furnished evidence that he or she is unable to work by reason of sickness, physical disability or other legitimate reasons beyond his control and seeks an extension of leave for such reasons. Such a request for extension shall be made in writing, and will be considered pursuant to Section 12.1 of this Article.

ARTICLE 13 - OTHER LEAVES OF ABSENCE

13.1 Jury Duty - Employees shall be granted a leave with pay for service upon a jury on days when the employee is normally scheduled to work. The employee is required to waive any jury duty pay for each day of jury service when the employee is paid by the City. The employee shall be entitled to receive and retain mileage reimbursement for jury service. Upon being excused from jury duty for any day an employee shall immediately contact the supervisor for assignment for the remainder of his/her regular workday.

In no event will the City make payment for jury duty performed on any non-scheduled workday of an employee's regular assigned workweek, or for hours in excess of the hours scheduled for that particular day.

13.2 Court Appearance - Leave with pay will be granted for any City work-related appearance before a court, judicial or quasi-judicial body as a witness in response to a subpoena or order by proper authority, compelling his/her attendance under penalty described by law; provided, however, that the salary paid to such employee shall be reduced by an amount equal to any compensation he/she receives as witness fees. It shall be the duty of the employee to obtain such fees. Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including time required for travel to and from court.

13.3 Military Leave - Military leave shall be granted only to the extent required by law upon presentation of military orders directing the employee to report to active duty.

ARTICLE 14 – HEALTH AND WELFARE

14.1 Insurance – Employees shall be enrolled in the City’s overall insurance plan providing medical, dental and vision insurance. Effective July 1, 2016, the City’s monthly contribution shall be \$1,670. It is intended that the increase in the contribution rate will be applied to premiums the month after City Council ratification. The increased contributions between July 1, 2016 and the above-referenced ratification date will be contributed to each employee’s HRA VEBA account as agreed by the parties.

For coverage beginning July 1, 2017, the City’s monthly contribution shall be \$1,690.

For coverage beginning July 1, 2018, the City’s monthly contribution shall be \$1,710.

Any costs that exceed what is specified herein shall be borne by the employee through automatic payroll deduction. Should the insurance premium for medical, prescription, dental and vision care be less than the cap specified in this section, the difference between the cap and the health insurance premium shall be contributed monthly to each employee’s HRA VEBA account.

The City shall pay the premiums necessary for life insurance coverage in the amount of \$50,000 and class A long-term disability coverage.

The City shall establish a city-wide insurance committee with the intent of bringing all City employees into a universal plan. In the event there is agreement with the Police and Fire unions to join the committee, this committee will be responsible for making plan, benefit and agent of record selections.

14.2 Retirement - The City will continue to participate in the Oregon Public Employees Retirement System or its successor as determined by the State of Oregon. The employee's contribution (currently 6%) to the system will be paid by the City. This employer paid pre-tax contribution is deemed to be picked up for purposes of Internal Revenue Code Section 414(h)(2), is assumed and paid by the City of Medford for purposes of ORS 238A.335(2)(b), and employees may not receive the assumed amount directly unless allowed by State law.

14.3 Workers’ Compensation - The City will comply with the provisions of the Oregon State Workers’ Compensation Act.

ARTICLE 15 - EMPLOYEE REIMBURSEMENT

15.1 Mileage - An employee required to report for duty at any location other than his regularly assigned reporting location, and required to use his personal automobile for transportation to such location, shall be compensated at the current IRS rate for the use of such automobile directly in the line of duty.

15.2 City Required Travel - When an employee’s duties require him to travel outside Jackson County, the City agrees to provide meal and lodging expenses in accordance with Administrative Regulation 00-9 entitled Travel Expenses and Employee Reimbursements.

15.3 Other Transportation - When an employee is required or authorized to use public transportation other than his/her private vehicle such as air, train, boat, taxi, etc., the actual expenses including taxes and other charges shall be advanced the employee if possible and, if not advanced, shall be reimbursed to the employee upon presentation of receipts to the City.

ARTICLE 16 - SENIORITY

16.1 *Defined* - Seniority, for those employees who are covered by this Agreement shall be the employee's length of service within the Public Works Department dating from his/her last date of hire.

16.2 *Limited* - Complete loss of seniority will occur if any employee:

- A. Quits or fails to report to work as scheduled within three (3) workdays without prior approval of his/her supervisor;
- B. Is discharged for just cause;
- C. Is laid off and he or she fails to respond with written notice to the City of his/her intent to return to work within seven (7) calendar days after receiving notice of being recalled. He/she must also physically return and be ready to work within 21 calendar days after his/her receipt of the notice of recall;
- D. Fails to report to work at the termination of a leave of absence;
- E. While on leave of absence accepts employment without permission;
- F. Is retired.

In the event that more than one employee has the same date of hire, the senior will be determined by the drawing of numbers with the lower number being the most senior. Probationary new employees shall not have any seniority rights.

16.3 *Seniority Posting* - The City agrees to post an updated seniority list on the bulletin boards every six months. The list shall contain the employee's name, position classification title, and date of appointment.

ARTICLE 17 – REDUCTIONS IN PERSONNEL

17.1 *Reduction in Class* - Reduction in class not resulting from a layoff situation will be made on the basis of the last man promoted to that class if skill, ability and current physical fitness have been demonstrated to be acceptable to perform the work. The employee's overall performance summary shall be the best evidence of skill and ability. However, employees with ten (10) full years or more of continuous regular service with the City shall have their seniority be the sole determinant as to their reduction in class. The subject in question will be reduced in classification to that classification last held permanently. Additional reduction resulting will be treated similarly.

17.2 *Reduction in Force* - Reductions in force resulting from a layoff situation will be made in the inverse order of seniority, providing that the skill, ability and current physical fitness have been demonstrated to be acceptable to perform the work retained. The employee's overall performance summary shall be the best evidence of skill and ability. However, in the case of employees with ten (10) full years or more of continuous regular service with the City shall have their seniority be the sole determinant as to their being laid off. When the necessary number of personnel are removed from the force, Section 17.1 above will be followed for redistribution of employees.

17.3 *Return from Layoff* - The City shall, prior to hiring any new personnel, recall individuals laid off. Such recall will be made by the mailing of a certified letter to the last known address of the subject. The employee shall have 14 days to return to work from the date of receipt of certified mail notifying that employee of his/her recall from layoff status, or the employee will forfeit all recall rights. Recall will be made on the basis of seniority, providing that skill, ability and current physical fitness have been demonstrated to be acceptable to perform the work. The employee's overall performance evaluation shall be the best evidence of skill and ability. However, employees with ten full years or more of continuous regular service with the City shall have their seniority be the sole determinant as to their being recalled. Individuals demoted due to reduction in personnel

will be allowed the first available opening in their previously held classification. For a layoff in excess 12 months, the City may require the successful completion of a physical examination prior to reinstatement. Recall rights shall expire two (2) years after the date of layoff.

Probationary new employees have no re-employment rights.

17.4 Employee Must Accept Available Work - Employees called back to work after layoff are obligated to take bargaining unit work assigned them by the City. This may or may not necessarily be the job which they performed prior to their layoff. However, when a worker on layoff is offered re-employment per his/her classification and refuses that work assignment, the employee's recall rights are waived and the City has no further obligation to offer other employment to the worker at a future time.

17.5 Advance Notice – The City will endeavor to give 30 days' advance notice to affected employees of any planned or proposed layoffs and/or reduction in force due to lack of work or funds. Such notice will be given as provided for within the provisions of Article 4, Management Rights, clause of this agreement.

ARTICLE 18 - PROBATIONARY PERIOD

18.1 New Employees - For the purpose of new employees, the term probationary shall mean an employee who has not completed 12 calendar months of service within the bargaining unit, uninterrupted by any leave of absence without pay.

The Union recognizes the right of the City to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation of this contract.

18.2 Promotional Probationary Period - Any employee who is promoted to a higher position classification and laterally transferred employees within the scope of the bargaining unit shall be considered a promotional probationary employee for a period of at least six (6) months and not to exceed 12 months following such promotion or transfer, excluding any time spent on a leave of absence without pay. The grievance procedure contained herein shall apply to such employees; however, no such employee may file a complaint or grievance based on an involuntary demotion to the position from which he was promoted.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.1 Discipline - Discipline may include, but not be limited to, written reprimands, suspension, temporary reduction in pay, demotion and termination. No regular, non-probationary employee shall be disciplined except for just cause. All disciplinary action imposed upon an employee, may be protested as a grievance through the regular grievance procedure, except that written reprimands may be grieved only by the Union representative and only up to Step 2 (Department Head) as provided in Article 20. Notwithstanding, the City may discharge probationary employees without just cause and such action will not be subject to the grievance procedure.

All corrective actions shall be done in a manner which will not embarrass the employee before other employees or the public. Upon request, any employee required to appear before a City representative to discuss matters for which disciplinary action is being contemplated, shall be allowed to have a Union representative present during the discussion.

A written reprimand may be placed in the personnel file of the affected employee. Upon the employee's written request, the City will remove the written reprimand from the employee's personnel file if no other disciplinary actions of a similar nature occur within a two (2) year period.

19.2 Just Cause Standards - For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;
- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
- C. The City must conduct a reasonable investigation;
- D. It must be determined that the employee is guilty of the alleged misconduct or act;
- E. The discipline must be appropriate based on the severity of the misconduct;
- F. The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

This section shall not apply to the termination of any employee on probation, as defined by Article 18 – Probationary Period, 18.1 New Employees, of this Agreement.

19.3 Due Process - In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- A. The employee shall be notified of the charges or allegations that may subject them to discipline, including the relevant facts of the event and policy or other violations;
- B. The employee shall be notified of the disciplinary sanctions being considered;
- C. The employee or representative will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing. The employee or representative may present additional evidence or mitigating circumstances to the employer; and
- D. At their request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

This section shall not apply to the termination of any employee on probation, as defined by Article 18 – Probationary Period, 18.1 New Employees, of this Agreement.

19.4 Pay for Lost Time Less Interim Earnings - Unless otherwise agreed by the parties or directed by an arbitrator, an employee reinstated after a discharge which is determined to have been unjust will be reinstated without loss of seniority or pay. The City will reimburse the employee for time lost. However, deductions shall be made for any unemployment compensation received by the employee; and Federal, State, or local taxes normally deducted from the employee's pay shall be withheld.

19.5 Discharge for Falsifying Employment Application - An employee may be subject to discipline up to and including discharge if he or she has falsified his or her employment application, accompanying resume or any other document in the pre-employment screening process.

ARTICLE 20 - SETTLEMENT OF DISPUTES

20.1 Definitions - A grievance shall mean a claim that there has been a violation of the contract. The grievant shall mean an aggrieved employee, and/or the Union. For the purpose of this procedure "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant. In the area of grievance, "days" as used in this procedure shall be calendar days.

20.2 Process

A grievance regarding an employee termination may be submitted directly to Step 4 – Arbitration within the ten (10) days of the date of the discharge.

Any discipline greater than a written reprimand may be submitted at Step 2 within ten (10) days of notice of the disciplinary action.

Step 1. Immediate Supervisor. The grievant shall discuss the grievance with his immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within 15 days after the grievant becomes aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been solved informally, the grievant shall file the grievance in writing with his immediate supervisor. The supervisor shall render a written decision within ten (10) days after receiving the grievance.

Step 2. Department Head. Within ten (10) days, if the grievant is not satisfied with the disposition of his grievance at level one he shall file the written grievance with the department head. The department head shall render his written decision within ten (10) days after receiving the grievance.

Step 3. City Manager. Within ten (10) days, if the aggrieved is not satisfied with the disposition of his grievance at level two, he shall file his appeal with the City Manager. The City Manager or his designee, shall hear the appeal and render his decision within ten (10) days after receiving it.

Step 4. Arbitration.

- A. If the aggrieved is not satisfied with the disposition of grievance at level three, he shall, within ten (10) days, file his notice of intent with the Union and the City to appeal the grievance to arbitration.
- B. Within ten (10) days after such notice of intent, the City and the Union, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board. This list shall consist of seven (7) arbitrators who reside in Oregon, are on the ERB list, and who are also members of the National Academy of Arbitrators.
- C. The arbitrator shall be selected from this list by the striking method.
- D. The findings of the arbitrator shall be limited to the terms of this Agreement and the arbitrator shall have no authority to amend, modify, alter or add to or subtract from this Agreement.
- E. The decision and award of the arbitrator shall be final and binding on all parties.

20.3 Time Limits - All parties subject to these procedures shall be bound by the time limits contained therein. If either party fails to follow such limits, the following shall result:

- A. If the grievant/Union fails to act or respond in a timely fashion, the grievance shall be deemed waived.
- B. If the City fails to respond in a timely fashion, the grievance may be appealed to the next step of the grievance procedure.

ARTICLE 21 - SAFETY

21.1 Safety Obligation - The City shall obey all safety standards imposed by State or Federal law. Members of the bargaining unit shall, in the scope of their employment with the City, comply with all safety regulations applicable to such employees. Alleged City violations shall be processed through appropriate State or Federal regulation agencies if such an agency has jurisdiction.

21.2 Protective Clothing - The City shall provide and maintain uniform shirts, pants, jackets and coveralls for employees covered by this Agreement. In addition, the City shall provide any protective clothing or safety wear specially required by law, or by the City, for an employee in the performance of his/her City duties. As to any and all such protective clothing and safety wear thus provided by the City, the employees thus provided in this unit shall wear such clothing and safety wear at the time and in the manner required by law or as directed by the City. No employee shall wear or use any such protective clothing or safety wear provided by the City anywhere save and except on the job. The City may assess a fair charge to cover loss resulting from failure to exercise reasonable care or for willful destruction of City provided safety equipment or clothing in lieu of other disciplinary action. Employees are required to return any safety equipment or clothing upon termination.

In addition to City provided uniforms, the City shall provide each full-time employee \$275 during the period of this agreement for the purchase of winter attire meeting the specifications of the Public Works Superintendent, with the concurrence of the Public Works Director.

A new hire employee shall be provided \$275 in his/her first regular paycheck following the date of hire.

21.3 Safety Shoes – The City will provide the employee \$225 on the second paycheck in July each fiscal year of this agreement for the purchase and maintenance of City-approved safety shoes. Notwithstanding this limit, the Public Works Operations Manager may approve purchase of a replacement pair of safety shoes in the event of unusual circumstances.

21.4 Failure to Report Accidents May Result in Discipline - Employees are required to immediately report to their supervisor any accident or injury, major or minor, which may occur to them. If then directed by their supervisor, employees will report immediately to a doctor approved by the City.

ARTICLE 22 - GENERAL PROVISIONS

22.1 Tools - The City shall furnish all employees with all tools needed in the course of their employment. Failure by the employee to properly care for such tools shall result in discipline.

22.2 Drug and Alcohol Policy - Employees covered by this Agreement who are licensed as Commercial Drivers shall be subject to the provisions of the City's Administrative Regulation 00-5 regarding drug and alcohol testing for Commercial Vehicle Drivers. The parties agree that should said regulation be amended during the term of this Agreement, the impact may be bargained pursuant to the Public Employees Collective Bargaining Act (PECBA). Employees covered by this agreement agree to follow the provisions of the City's Drug and Alcohol Free Workplace Policy, set forth in Administrative Regulation 00-04 incorporated herein by reference except as follows:

1. Section A. City Employees subsection 4. An employee utilizing any prescribed medications or controlled substances that may affect his/her ability to safely perform assigned duties must immediately report this treatment to his supervisor. The use of medications or controlled substances as part of a prescribed medical treatment program is not grounds for disciplinary action. It shall be the employee's responsibility to determine from their physician whether a prescribed treatment may impair job performance. Failure to report the use of a prescribed medication or a controlled substance which an employee has been informed may affect his/her abilities to safely perform assigned duties may subject an employee to disciplinary action. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's physician will be required.

2. Employee Rights

- A. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
- B. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All negative results will be kept confidential by the City.
- C. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
- D. If the results of the test are positive or negative, the employee shall have the right to grieve in accordance with Article 20 of this Agreement.
- E. Prior to an employee being questioned or evidence being obtained that may be used against him in a disciplinary action he will be advised of the purpose of the investigation and informed that:

"The purpose of this interview and possible collection of physical evidence is to obtain information which will assist in the determination of whether administrative action is warranted. You are going to be asked a number of specific questions and may be asked to submit to evidence collection procedures, within the scope of this policy, regarding the performance of your official duties. You have a duty to reply to these questions and/or submit to evidence collecting procedures within the scope of this policy. Disciplinary action, including dismissal, may be undertaken if you refuse to cooperate or fail to reply fully and truthfully. Neither your answers nor any information or evidence obtained can be used against you in any criminal proceeding. The answers you furnish and the information or evidence resulting therefrom may be used in the course of disciplinary proceedings which could result in disciplinary action up to and including termination."

- 3. Any changes in Administrative Regulation 00-04 which alters the terms and conditions of employment shall be subject to bargaining under PECBA.

22.3 Residency Requirement – An employee within 180 days of his/her date of hire shall establish residence no more than 30 minutes normal travel time from the City Service Center. Employees hired prior to July 1, 1998 are exempt from this requirement.

22.4 Tobacco Use - The parties agree effective July 1, 1998, the City may give preference to job applicants who do not use tobacco. No current employee shall be subject to this provision.

22.5 Personnel Records - An employee shall have the right to inspect his or her personnel records as maintained by the Human Resources Department. In addition, a copy of all personnel evaluation reports and disciplinary items placed in an employee's file will be signed and given to said employee. His or her signing of these documents will not necessarily be considered to mean agreement.

Employees of this bargaining unit shall have the right, upon request, to obtain, at their own expense and on their own time, copies of the contents of their personnel file, exclusive of materials placed in the file or received by the City prior to the employee's date of hire.

It is the responsibility of each and every employee to keep the Human Resources Department informed of his or her latest address and telephone number; marital status and dependent status.

Employees of this bargaining unit shall have the right to respond to any materials placed in their personnel file. Such response shall be attached to the item in question.

22.6 Other Employment - Outside employment shall be permitted only with the express prior written approval of the Human Resources Director.

To deny outside employment, the City must find that it violates one of the following criteria:

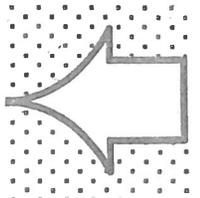
- a. That such employment is in conflict with the interest of City employment.
- b. That such employment detracts from efficiency of the employee in his City work.
- c. That such employment is a discredit to City employment.
- d. That such employment takes preference over the requirements of City employment.

ARTICLE 23 - SAVINGS CLAUSE

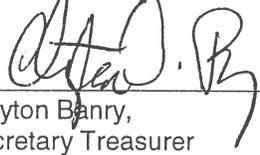
Savings Clause - Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 24 - EFFECTIVE AGREEMENT PERIOD

This Agreement shall be effective July 1, 2016, unless specifically referenced in an Article and/or as of the date the Agreement is ratified by the City Council, whichever date is the latest, and shall continue in full force and effect through June 30, 2019. However, no retroactive wage or benefit shall be granted any employee who was not an active employee in a position represented by this bargaining unit on the date of agreement execution.



TEAMSTERS LOCAL UNION NO. 223:


 Clayton Barry,
 Secretary Treasurer

12/20/16
 Date

CITY OF MEDFORD, OREGON:

 Gary Wheeler
 Mayor

Date

 Brian Sjothun
 City Manager

Date

Appendix A – Salaries

Effective July 1, 2016 - 2%

Monthly Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Works Laborer	\$2,949.58	\$3,095.83	\$3,258.50	\$3,414.08	\$3,584.75	\$3,764.00
Public Works Technician	\$3,277.33	\$3,439.83	\$3,620.50	\$3,793.42	\$3,983.00	\$4,182.17
Public Works Technician, Senior	\$3,441.17	\$3,611.83	\$3,801.50	\$3,983.00	\$4,182.17	\$4,391.33
Public Works Utility Locator	\$3,583.08	\$3,762.25	\$3,950.33	\$4,147.92	\$4,355.33	\$4,573.08
Traffic Signal Technician	\$3,888.83	\$4,079.83	\$4,281.08	\$4,508.17	\$4,733.58	\$4,970.33
Traffic Signal Technician, Senior	\$4,079.83	\$4,281.08	\$4,508.17	\$4,737.92	\$4,974.75	\$5,223.50
Traffic Signal Electrician	\$4,277.75	\$4,487.83	\$4,709.25	\$4,959.00	\$5,206.92	\$5,467.33

Effective July 1, 2017 - 2%

Monthly Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Works Laborer	\$3,008.58	\$3,157.75	\$3,323.67	\$3,482.33	\$3,656.50	\$3,839.25
Public Works Technician	\$3,342.92	\$3,508.67	\$3,692.92	\$3,869.25	\$4,062.67	\$4,265.83
Public Works Technician, Senior	\$3,510.00	\$3,684.08	\$3,877.50	\$4,062.67	\$4,265.83	\$4,479.17
Public Works Utility Locator	\$3,654.75	\$3,837.50	\$4,029.42	\$4,230.83	\$4,442.42	\$4,664.50
Traffic Signal Technician	\$3,966.67	\$4,161.50	\$4,366.75	\$4,598.33	\$4,828.25	\$5,069.67
Traffic Signal Technician, Senior	\$4,161.50	\$4,366.75	\$4,598.33	\$4,832.67	\$5,074.25	\$5,328.00
Traffic Signal Electrician	\$4,363.33	\$4,577.58	\$4,803.42	\$5,058.25	\$5,311.08	\$5,576.67

Effective July 1, 2018

Monthly Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Works Laborer	\$3,068.75	\$3,220.92	\$3,390.08	\$3,552.00	\$3,729.58	\$3,916.08
Public Works Technician	\$3,409.75	\$3,578.83	\$3,766.75	\$3,946.67	\$4,143.92	\$4,351.17
Public Works Technician, Senior	\$3,580.17	\$3,757.75	\$3,955.08	\$4,143.92	\$4,351.17	\$4,568.75
Public Works Utility Locator	\$3,727.83	\$3,914.25	\$4,110.00	\$4,315.50	\$4,531.25	\$4,757.83
Traffic Signal Technician	\$4,046.00	\$4,244.67	\$4,454.08	\$4,690.33	\$4,924.83	\$5,171.08
Traffic Signal Technician, Senior	\$4,244.67	\$4,454.08	\$4,690.33	\$4,929.33	\$5,175.75	\$5,434.58
Traffic Signal Electrician	\$4,450.58	\$4,669.17	\$4,899.50	\$5,159.33	\$5,417.33	\$5,688.17

Appendix B - Incentive Program

Standard Operating Procedure for Operations Training and Incentive Program

SOP Number OPS 111

Situation: The Public Works Department Operations Division recognizes a need for training incentives as a part of its training program. All incentives covered by this SOP are also covered by attachment to the Construction and Maintenance Labor Agreement, Teamsters Local 223. The outline below describes the practice, training committee and compensation for achieving certification.

OBJECTIVE

New employees, as defined in Article 18 – Probationary Period Section 18.1. New employees do not qualify for incentive pay until successful completion of the probationary period.

An employee must maintain the lower as well as the current level of requirements to continue receiving the incentive. An employee may be moved to the appropriate lower level of incentive if he/she no longer meets the specific requirements of his/her current level. The joint Labor-Management Training Committee will attempt to notify any employee prior to moving them to a lower level.

The City shall pay for the cost of any examination fee required to obtain or maintain any certification covered by this policy. Specific certifications listed under this policy are considered as "approved" for training purposes.

In the event an employee fails a required test or fails to maintain a certification, the City will pay for the cost of re-training one time only, subject to approval of the employee's supervisor and training budget constraints. The employee will be responsible for the cost of any subsequent re-training. The employee shall be responsible to pay for the cost of a retest in the event he/she fails a required test to obtain or maintain a certification unless the fee for retesting is included in the cost of re-training in which case the City will pay for the cost of retesting one time only. The employee will be responsible to find an acceptable re-training and/or retesting course and schedule. In the event the employee cannot find a re-training and/or retesting course and schedule that will occur prior to their current certification lapsing, the employee may be moved to the appropriate lower level of incentive.

An employee may qualify for incentives in a different area other than his/her current assignment/job.

An employee may challenge the years of City service requirement at any level, except Level IV. All challenges must be based on equivalent training/certifications and/or work experience.

All applications for incentive pay will be reviewed and acted upon by the joint Labor-Management Training Committee as defined by this program.

An employee may select elective training courses they wish to take. An employee may request that a training class be added to the electives list. Such requests will be reviewed by the Labor-Management Training Committee. The decisions of the committee will be final and the requesting employee will be notified of their decision.

Labor Management Training Committee: The Committee shall be comprised of the Public Works Operations Manager, three (3) Union members selected by the bargaining unit and three (3) members of the management team appointed by the Manager. The Committee shall meet at least once each quarter to process incentive applications and conduct other training related business. The Committee has the authority to make changes to the required courses/certifications for any incentive level and shall establish procedures necessary to accomplish its business.

The Labor-Management Training Committee may modify this SOP as needed.

The Labor-Management Training Committee will receive, review, and act upon all applications for incentives. The decisions of the committee will be final and the requesting employee will be notified of their decision.

Employees are responsible for making sure their training records are up to date. Upon completion of each training course, the employee must provide documentation of successful completion of the course to the front desk Administrative Support Technician (AST).

The AST upon receipt of such documentation will update the Certification and Training master spreadsheet and post a new updated copy of the spreadsheet on the Safety and Training bulletin board in the briefing room. It is the employee's responsibility to check the spreadsheet and make sure it is correct.

Compensation: An employee shall receive an additional \$50.00 per month for each level of incentive that he/she meets the requirements. Such additional incentive is not limited to the employee's current assignment. He/she may qualify in a different area of work and receive the appropriate level of incentive pay. (Example: An employee working in construction currently is receiving Level II incentive pay of \$100.00 per month, he/she also meets the Level I requirements of Wastewater Collections and receives an additional \$50.00 per month for a total incentive of \$150.00 per month.) Any employee may only qualify for a maximum of five incentives for a total of \$250 per month.

Incentive compensation shall begin on the first day of the payroll period following approval by the Labor-Management Training Committee. Pay rate change forms and documentation to back up incentive pay are to be received by the Human Resources Department no later than the day before the effective date of the change.

Loss of incentive pay:

If for any reason an employee who is receiving incentive pay fails to maintain a current license, certificate, or "approved" status for any specific training required for a given level of incentive pay, that employee may lose the incentive pay.

In any case where an employee is subject to losing incentive pay based on the paragraph above, the employee will present in writing to the Labor-Management Training Committee at its next regularly scheduled meeting, an explanation of the reasons why the certification or license was not kept current for discussion. The Committee will review each instance on a case by case basis and determine:

1. If the incentive pay should be removed.
2. The effective date of the loss of pay.

Decisions of the Labor-Management Training Committee are final and cannot be appealed.

**Public Works Technician
(Wastewater Collection & Storm Drain System)**

Level I

Successful completion of probationary period
One year service with the City in Wastewater Collections, or equivalent* experience
DEQ Level I Certification Wastewater Collections
Flagger Certification**
First Aid/CPR Certification

Level II

Two years' service with the City in Wastewater Collections, or equivalent* experience
DEQ Level II Certification Wastewater Collections
Confined Space Certification
Traffic Control Technician Certification

Level III

Four years' service with the City in Wastewater Collections, or equivalent* experience
DEQ Level III Certification Wastewater Collections
Traffic Control Supervisor Certification
Completion of two Level III electives

Level IV

Eight years' service with the City in Wastewater Collections
DEQ Level IV Certification Wastewater Collections
Completion of two Level IV electives

*Equivalent experience is defined as experience that is substantially the same as that which would be gained if the employee had been working for the City of Medford for that period of time utilizing our equipment, materials, and work practices. Determination of equivalency is at the sole discretion of the joint Labor-Management Training Committee.

**Flagger certification may be by a Flagging course, or as part of a Traffic Control Supervisor curriculum. In either event the employee must have a valid Flagger card.

**Public Works Technician
(Construction)**

Level I

Successful completion of probationary period
One-year service with the City in Construction, or equivalent* experience
Class A Commercial Driver's License
Flagger Certification**
First Aid/CPR Certification
Level I Testing – Satisfactory Completion
 Practical:
 Basic Loader and Dump
 Transfer and PUP Dump

Level II

Two years' service with the City in Construction, or equivalent* experience
Rigger Training Certification
Traffic Control Technician Certification
Level II Testing – Satisfactory Completion
 Academic:
 Basic Material
 Math – Simple Grades
 Practical:
 Backhoe, Excavator
 Forming Basics

Level III

Four 'years' service with the City in Construction, or equivalent* experience
Mobile Crane Operator Certification
Traffic Control Supervisor Certification
Level III Testing – Satisfactory Completion
 Academic:
 Intermediate Materials
 ACI Certification – Finishing
 A/C Pavements
 Structural PCC Basics
 Intermediate Construction Math
 Complex Grades
 Curves
 Intersections
 Practical:
 Grader, Paver, Roller
 Structural Forming
 Curve Forming
Completion of one Level III elective

Level IV

Eight years' service with the City

Level IV Testing – Satisfactory Completion

Academic:

Cost/Benefit Alternatives

Labor vs. Equipment – Job Estimating

Budget

Advanced Materials

A/C Pavements

Structural PCC Basics

Advanced Construction Math

Complex Grades

Curves

Intersections

Completion of two Level IV electives

*Equivalent experience is defined as experience that is substantially the same as that which would be gained if the employee had been working for the City of Medford for that period of time utilizing our equipment, materials, and work practices. Determination of equivalency is at the sole discretion of the joint Labor-Management Training Committee.

**Flagger certification may be by a Flagging course, or as part of a Traffic Control Supervisor curriculum. In either event the employee must have a valid Flagger card.

**Public Works Technician
(Signing and Striping)**

Level I

Successful completion of probationary period
One-year service with the City in Signing and Striping, or equivalent* experience
Flagger Certification**
Traffic Control Technician Certification
First Aid/CPR Certification
Level I Testing – Satisfactory Completion
 Practical: Basic Sign Installation and Repair

Level II

Two years' service with the City in Signing and Striping, or equivalent* experience
Traffic Control Supervisor Certification
Level II Testing – Satisfactory Completion
 Practical: Intermediate Sign Installation and Repair
 Basic Sign Making
 Legend, Stop Bar, and Crosswalk Painting

Level III

Four years' service with the City in Signing and Striping, or equivalent* experience
ATSSA Pavement Marking Technician Certification
Level III Testing – Satisfactory Completion
 Academic: Basic Striping Layout
 Practical: Intermediate Sign Making
 Long Line Striping
Completion of two Level III electives

Level IV

Eight years' service with the City
Traffic Control Design or Pavement Marking Specialist Certification
Level IV Testing – Satisfactory Completion
 Academic: Advanced Striping Layout
 Advanced Sign Design
 Practical: Advanced Sign Making
Completion of two Level IV electives

*Equivalent experience is defined as experience that is substantially the same as that which would be gained if the employee had been working for the City of Medford for that period of time utilizing our equipment, materials, and work practices. Determination of equivalency is at the sole discretion of the joint Labor-Management Training Committee.

**Flagger certification may be by a Flagging course, or as part of a Traffic Control Supervisor curriculum. In either event the employee must have a valid Flagger card.

Traffic Signal Technician

Level I

Successful completion of probationary period
One-year service with the City in Signals, or equivalent* experience
Flagger Certification**
Mobile Crane Operator Certification
First Aid/CPR Certification

Level II

Two years' service with the City in Signals, or equivalent* experience
IMSA Level I Certification
Traffic Control Technician Certification
Work Zone Safety Certification

Level III

Four years' service with the City in Signals, or equivalent* experience
IMSA Level II Certification
Traffic Control Supervisor Certification
Completion of two Level III electives

Level IV

Eight years' service with the City in Signals
IMSA Traffic Signals Level III – Field Technician
Completion of two Level IV electives

*Equivalent experience is defined as experience that is substantially the same as that which would be gained if the employee had been working for the City of Medford for that period of time utilizing our equipment, materials, and work practices. Determination of equivalency is at the sole discretion of the joint Labor-Management Training Committee.

**Flagger certification may be by a Flagger course, or as part of a Traffic Control Supervisor curriculum. In either event the employee must have a valid Flagger card.

Electives

Level III

APWA Developing Leadership Training
OSHA Competent Person Certification
Michigan State University – Maintenance Management in the water/wastewater field
Univ. of Wisconsin - Municipal Engineering fundamentals for non-engineers
Univ. of Wisconsin – Soils Engineering for non-soils engineers
Univ. of Wisconsin – Maintaining Asphalt Pavements
ACI – Troubleshooting concrete construction & concrete repair basics (counts as 1 elective)
Asphalt Institute – Hot mix asphalt pavement evaluation and rehabilitation
ODOT Traffic Signal inspector certification
ACI Certification – Concrete Testing
IMSA Signs and Markings Level I and Level II
IMSA Traffic Signal Level II Signal Tech Certificate
IMSA Traffic Signal Level II Signal Electrician Certificate
2 Years' service on Safety Committee
IMSA Roadway Lighting Specialist Level I
ATSSA Flagger Instructor Certification

Electives

Level IV

Incident Command System (ICS) Certification
Michigan State University – Supervisory Management in the water/wastewater field.
ASCE Leadership Development
Portland Cement Assoc. – Concrete Principles and Practice
Northwest leadership seminar
Medford Chamber of Commerce Leadership Training
Univ. of Wisconsin – Improving public works construction inspection skills
ATSSA Traffic Control Design Specialist
ATSSA Pavement Marking Technician
IMSA Signs and Markings Level III
IMSA Microprocessors in Traffic Signals
IMSA Electronics in Traffic Signals
2 years' service on Safety Committee
IMSA Roadway Lighting Level II



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 120.1

www.ci.medford.or.us

DEPARTMENT: Planning Department **AGENDA SECTION:** Public Hearings
PHONE: 541-774-2380 **MEETING DATE:** January 5, 2017
STAFF CONTACT: Kelly Akin, Interim Planning Director

COUNCIL BILL 2017-05

An ordinance vacating portions of Yamsay Drive and Farmington Avenue within the northerly portion of the Cedar Landing Planned Unit Development, lying north of Cedar Links Drive and west of Foothill Road.

SUMMARY AND BACKGROUND

An ordinance for the vacation of portions of unimproved rights-of-way on Farmington Avenue and Yamsay Drive, both of which are in the northern portion of the Cedar Landing Planned Unit Development (PUD), north of Cedar Links Drive. (SV-16-110)

PREVIOUS COUNCIL ACTIONS

Council has initiated the street vacation procedure per Resolution 2016-131 on October 20, 2016. The street vacation was a condition of approval for the PUD-16-024 revision.

ANALYSIS

The Cedar Landing PUD has had several revisions to the overall plan most notably is the recent revision PUD-16-024. Per the previous PUD approval (PUD-13-119) Farmington Avenue and Yamsay Drive were to connect via a public road, DeLorraine Drive, north of Cedar Links Drive.

Previously, under PUD-13-119, the proposed area surrounding Farmington Avenue and Yamsay Drive was to contain single-family, commercial and multi-family development along with a congregate care facility. The previous road connection bisected the area and the various uses. Now, under the PUD-16-024 approval, the same types of development minus the congregate care facility will be sited in this location. The area will be connected by a parking lot; a road connection is proposed farther north.

The existing street stubs along Farmington Avenue and Yamsay Drive are no longer necessary and meet the criteria to be vacated.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

None.

COUNCIL OPTIONS

Approve, modify or deny the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance permitting the vacation of portions of unimproved rights-of-way of Farmington Avenue and Yamsay Drive.

EXHIBITS

Ordinance

Commission Report dated December 29, 2016 including Exhibits A through I

Vicinity Map

ORDINANCE NO. 2017-05

AN ORDINANCE vacating portions of Yamsay Drive and Farmington Avenue within the northerly portion of the Cedar Landing Planned Unit Development, lying north of Cedar Links Drive and west of Foothill Road.

WHEREAS, the City Council of the City of Medford, Oregon, by Resolution No. 2016-131 initiated proceedings for the vacation; and

WHEREAS, the City Council fixed 7:00 p.m. on January 5, 2017, in the Medford City Council Chambers, 411 W. 8th St., Medford, Oregon, as the time and place for hearing any objections to the proposed vacation of said area; and

WHEREAS, the City Recorder has given notice of the time and place for said hearing as required by law; and

WHEREAS, at the time and place set for hearing the City Council heard all objections to the proposed vacation; and

WHEREAS, on the basis of the facts and conclusions stated in the Commission Report dated December 29, 2016, on file in the Planning Department, the City Council has deemed it to be in the public interest that said area be vacated; now, therefore,

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. That portions of Yamsay Drive and Farmington Avenue within the northerly portion of the Cedar Landing Planned Unit Development, lying north of Cedar Links Drive and west of Foothill, described in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein, is hereby vacated and the ownership of the said area hereby vacated shall become vested as provided by law; and an easement retained for any existing public utilities.

Section 2. The Council finds and determines that written objections were not received from the owners of a majority of the area affected by the vacation.

Section 3. The Council finds and determines that the vacation of said area in the City of Medford is in the public interest and does not damage or cause a deterioration of the market value of any real property of non-consenting owners (if any) abutting the same or any portion thereof and that no damage on account thereof shall be allowed.

Section 4. The City Recorder is hereby directed to cause a certified copy of this ordinance, together with any map, plat or other record showing the area, to be filed with the County Surveyor of Jackson County, Oregon.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2017.

Mayor

State of Oregon)
County of Jackson)

On this _____ day of _____, 2017, Gary H. Wheeler, as Mayor for the City of Medford, personally appeared before me and is known to me to be the person whose name is signed to this document, and acknowledges that he signed the document.

Notary Public for Oregon
My Commission expires:

SV-16-110

RECEIVED

SEP 12 2016

PLANNING DEPT.

EXHIBIT
ROAD VACATION
(PORTION OF FARMINGTON AVENUE)

BEGINNING at the northeast corner of that portion of Lot 94 of Sky Lakes Village at Cedar Landing, Phase 7A, a planned community, according to the Official Plat thereof, now of record in Jackson County, Oregon which is located westerly of Farmington Avenue; thence South 89°36'40" East 17.52 feet; thence along the arc of a 20.00 foot radius non-tangent curve to the left (the long chord to which bears North 54°41'31" East 23.34 feet) a distance of 24.92 feet; thence South 18°59'44" West 4.18 feet; thence along the arc of a 292.00 foot radius curve to the left (the long chord to which bears South 10°28'23" West 86.54 feet) a distance of 86.86 feet; thence along the arc of a 20.00 foot radius non-tangent curve to the left (the long chord to which bears North 43°49'48" West 28.67 feet) a distance of 31.96 feet; thence North 00°23'20" East 55.00 feet to the point of beginning.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Darrell L. Huck

OREGON
FEBRUARY 4, 1983
DARRELL L. HUCK
2023

EXPIRES: 6/30/2017

Darrell L. Huck
L.S. 2023 - Oregon
Expires 6/30/2017
Hoffbuhr & Associates, Inc

(14083 farm vacate.doc)

EXHIBIT A

EXHIBIT MAP
ROAD VACATION



1"=80'

91

AREA BEING
VACATED

94

FARMINGTON AVENUE

94

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Darrell L. Huck

OREGON
FEBRUARY 4, 1983
DARRELL L. HUCK
2023

Expires 6/30/2017

SV-16-110

RECEIVED

SEP 12 2016

PLANNING DEPT.

EXHIBIT
ROAD VACATION
(PORTION OF YAMSAY DRIVE)

BEGINNING at the northwest corner of Lot 94 of Sky Lakes Village at Cedar Landing, Phase 7A, a planned community, according to the Official Plat thereof, now of record in Jackson County, Oregon; thence along the westerly line of said Lot 94, South 00°23'20" West 55.00 feet; thence along the arc of a 20.00 foot radius non-tangent curve to the left (the long chord to which bears South 42°30'38" West 29.67 feet) a distance of 33.43 feet; thence leaving said westerly line, along the arc of a 531.50 foot radius non-tangent curve to the left (the long chord to which bears North 09°23'32" West 74.61 feet) a distance of 74.67 feet; thence along the arc of a 468.50 foot radius curve to the right (the long chord to which bears North 12°11'31" West 20.03 feet) a distance of 20.03 feet to the westerly line of Lot 91 of the aforesaid Sky Lakes Village at Cedar Landing, Phase 7A; thence along the boundary line of said Lot 91, along the arc of a 20.00 foot radius non-tangent curve to the left (the long chord to which bears South 50°40' 30" East 25.56 feet) a distance of 27.72 feet; thence continue along said boundary line, South 89°36'40" East 17.06 feet to the point of beginning. (containing 0.04 acres, more or less)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Darrell L Huck

OREGON
FEBRUARY 4, 1983
DARRELL L HUCK
2023

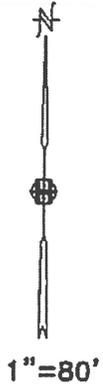
EXPIRES: 6/30/2017

Darrell L. Huck
L.S. 2023 – Oregon
Expires 6/30/2017
Hoffbuhr & Associates, Inc

(14083 yamsay vacate.doc)

EXHIBIT B

EXHIBIT MAP
ROAD VACATION



93

YAMSAY DRIVE

91

94

AREA BEING
VACATED

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Darrell L. Huck

OREGON
FEBRUARY 4, 1983
DARRELL L. HUCK
2023

Expires 6/30/2017

CEDAR LINKS DRIVE



COMMISSION REPORT

to City Council for a Class-B decision: Right-of-way Vacation

Project Vacation of portions of Farmington Avenue and Yamsay Drive
Applicant: Cedar Investment Group LLC

File no. SV-16-110

To City Council *for 01/05/2017 hearing*

From Kyle Kearns, Planner II

Reviewer Kelly Akin, Interim Planning Director

Date December 29, 2016

BACKGROUND

Proposal

Consideration of a request to vacate two right-of-ways at portions of Farmington Avenue and Yamsay Drive, both of which are approximately 200 feet north of Cedar Links Drive (See Exhibits A & B).



History

The existing public rights-of-way proposed for vacation are in northeast Medford, on undeveloped portions of Farmington Avenue and Yamsay Drive within the northern portion of the Cedar Landings Subdivision, north of Cedar Links Dr. and south of Delta Waters Rd. More specifically, the vacations exist within portions of the Cedar Landings Subdivision titled Phases 1 and 2 of Sky Lakes Village and The Village at Cedar Landing. The two streets were originally planned to connect via a local public cross street, DeLorraine Dr., but this connection has since been changed to connect via a public commercial street per an exception (E-16-087) granted approval on October 13, 2016 and the most recent PUD revision (PUD-16-024) with a final order date of July 28, 2016.

The rights-of-way are currently unimproved and abut several large tax lots, most of which are owned by Cedar Landings Investment Group, LLC (Photos, Exhibits C & D). Currently, neither Farmington Avenue nor Yamsay Drive includes any public facilities or utilities. The public utility easement dedicated and adjacent to both streets will be modified to align with the revised rights-of-way and be dedicated to the City of Medford, consistent with the plan approvals mentioned below. The rights-of-ways to be vacated will revert to Cedar Investment Group, LLC ownership.

On December 8, 2016 the findings for SV-16-110 were presented before the City of Medford Planning Commission. No issues were raised. Mike Savage, the applicant's agent, had corrected the staff report to reflect the ruling of E-16-087 which had not been reflected in the staff report dated December 1, 2016. The Commission voted 8-0 to pass a favorable recommendation on to the Medford City Council.

Committee Comments

The proposal was presented at the November 2, 2016, Land Development Committee meeting in which there were no comments provided.

Agency Comments

The following agencies did not have any concerns or issues with the proposal: Medford Fire Department, Oregon Department of Transportation (ODOT), Medford Public Works Department, Medford Water Commission, Rogue Valley Sewer Services, Avista Gas and Jennifer Ingram, the City's Database Technician. Pertinent comments from The City Surveyor have been incorporated in the report and attached.

Related projects

PUD-13-119: Previous PUD approval that had Farmington Ave. and Yamsay Dr. connected by a public road named DeLorraine Dr. This created the rights-of-way in question.

LDS-13-121: Tentative Plat approval associated with PUD-13-119 for portions of the Cedar Landings Subdivision north of Cedar Links Dr.

PUD-16-024: Most recent PUD revision in which this vacation was made a condition of approval per the applicant's findings of fact. The approval created a street alignment that is to have Farmington Ave. and Yamsay Dr. connected via a public commercial road.

LDS-16-025, LDS-16-026, LDS-16-027: Tentative Plat approvals associated with PUD-16-024 for portions of the Cedar Landings Subdivision north of Cedar Links Dr.

E-16-087: Exception which granted permission to deviate from the standards for a public commercial street which is now proposed to connect Farmington Ave. and Yamsay Dr.

Authority

This proposed project is a Class-B application for vacation of public rights-of-way. The Planning Commission is authorized to recommend, and the City Council to approve vacations under Medford Municipal Code §§10.102–122, 10.165, and 10.185.

ANALYSIS

The proposed street vacation was requested by the property owner and initiated by City Council on October 20, 2016 (Resolution No. 2016-131). As stated above, the vacation of the rights-of-way along portions of Farmington Avenue and Yamsay Drive was made a condition of previous plan approvals. Given the new plans for the Cedar Landing PUD, the need for the previously dedicated rights-of-way has become unnecessary and would complicate future development of the site. The unimproved rights-of-way currently exist within an undeveloped portion of the Cedar Landing PUD in which there currently exist a pond and greenspace. No public utilities are currently provided and the City finds that reconfiguring the public utility easement would have no adverse effects to future development. Retaining the rights-of-way has become unnecessary as the development plans have changed rerouting traffic and redesigning lot line configurations.

FINDINGS AND CONCLUSIONS

The criteria that apply to vacations are in Medford Municipal Code §10.202. The criteria are rendered in italics; findings and conclusions in roman type.

Vacation Criteria. A request to vacate shall be approved by the approving authority (City Council) when the following criteria have been met:

10.202 (1). Compliance with the Public Facilities Element of the Comprehensive Plan, including the Transportation System Plan.

Findings

A review of the goals and policies in the Comprehensive Plan that relate to public facilities, transportation and the Transportation System Plan (TSP) do not specifically address the topic of right-of-way vacation. Both rights-of-way exist on unimproved

sections of proposed and extensions of standard residential streets, those being Farmington Avenue and Yamsay Drive. Currently no public water, sanitary sewer facilities, electrical lines, telecommunications lines or natural gas lines exist and any future development of utilities will not be effected through the vacation. Upon vacation of the property, the ownership of the land would revert to Cedar Landings Investment Group, LLC the developer of the subdivision. Since the original PUD has since changed, the rights-of-way are no longer needed to develop the subdivision.

Conclusions

Since the goals and policies of the comprehensive plan are silent on right-of-way vacations, using the comprehensive plan directly for approval is unnecessary in this instance. Therefore, the criterion has been satisfied.

10.202 (2). If initiated by petition under ORS 271.080, the findings required by ORS 271.120.

Findings

The application was not initiated by petition per the requirements in ORS 271.080(2); therefore the findings required by ORS 271.120 are not applicable.

Conclusions

This criterion is not applicable to the project.

10.202 (3). If initiated by the Council, the applicable criteria found in ORS 271.130.

The proposal will comply with the requirement of ORS 271.130 if the City Council can make the following findings:

- a. That the owners of more than 50% of the affected area do not object in writing; and*
- b. That the vacation will not substantially affect the market value of any abutting property where the owner objects, unless the City provides for paying damages to the owner.*

Findings

The City Council initiated the vacation on Thursday, October 20, 2016, per Resolution No. 2016-131. The vacation was requested from Cedar Landings Investment Group, LLC the majority property owner in the affected area. No objections from property owners have been received to date. It is not anticipated that the vacation will substantially affect the market value of any abutting property.

Conclusions

No objections have been submitted regarding the proposal and a substantial effect in market value positively or negatively is not likely. The criterion is satisfied.

RECOMMENDED ACTION

The Planning Commission recommends approving the vacation based on the analyses, findings, and conclusions in the Commission Report dated December 29, 2016 including Exhibits A through I.

EXHIBITS

- A Legal description and map showing street location – Farmington Avenue
- B Legal description and map showing street location – Yamsay Drive
- C County Assessor’s map showing right-of-way – Farmington Avenue
- D County Assessor’s map showing right-of-way – Yamsay Drive
- E Photograph of the project area – Farmington Avenue
- F Photograph of the project area – Yamsay Drive
- G City Surveyor comments
- H Applicant’s findings of fact with applicant’s exhibits
- I December 8, 2016 Planning Commission Meeting Minutes
Vicinity map

CITY COUNCIL AGENDA: JANUARY 05, 2017

Exhibit A

Legal Description and Map showing street location – Farmington Avenue

EXHIBIT
ROAD VACATION
LEGAL DESCRIPTION
(PORTION OF FARMINGTON AVENUE)

RECEIVED
SEP 27 2016
PLANNING DEPT.

BEGINNING at the northeast corner of that portion of Lot 94 of Sky Lakes Village at Cedar Landing, Phase 7A, a planned community, according to the Official Plat thereof, now of record in Jackson County, Oregon which is located westerly of Farmington Avenue; thence South 89°36'40" East 17.52 feet; thence along the arc of a 20.00 foot radius non-tangent curve to the left (the long chord to which bears North 54°41'31" East 23.34 feet) a distance of 24.92 feet; thence South 18°59'44" West 4.18 feet; thence along the arc of a 292.00 foot radius curve to the left (the long chord to which bears South 10°28'23" West 86.54 feet) a distance of 86.86 feet; thence along the arc of a 20.00 foot radius non-tangent curve to the left (the long chord to which bears North 43°49'48" West 28.67 feet) a distance of 31.96 feet; thence North 00°23'20" East 55.00 feet to the point of beginning.

See attached Exhibit Map

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Darrell L. Huck

OREGON
FEBRUARY 4, 1983
DARRELL L. HUCK
2023

EXPIRES: 6/30/2017

Darrell L. Huck
L.S. 2023 – Oregon
Expires 6/30/2017
Hoffbuhr & Associates, Inc

(14083 farm vacate.doc)

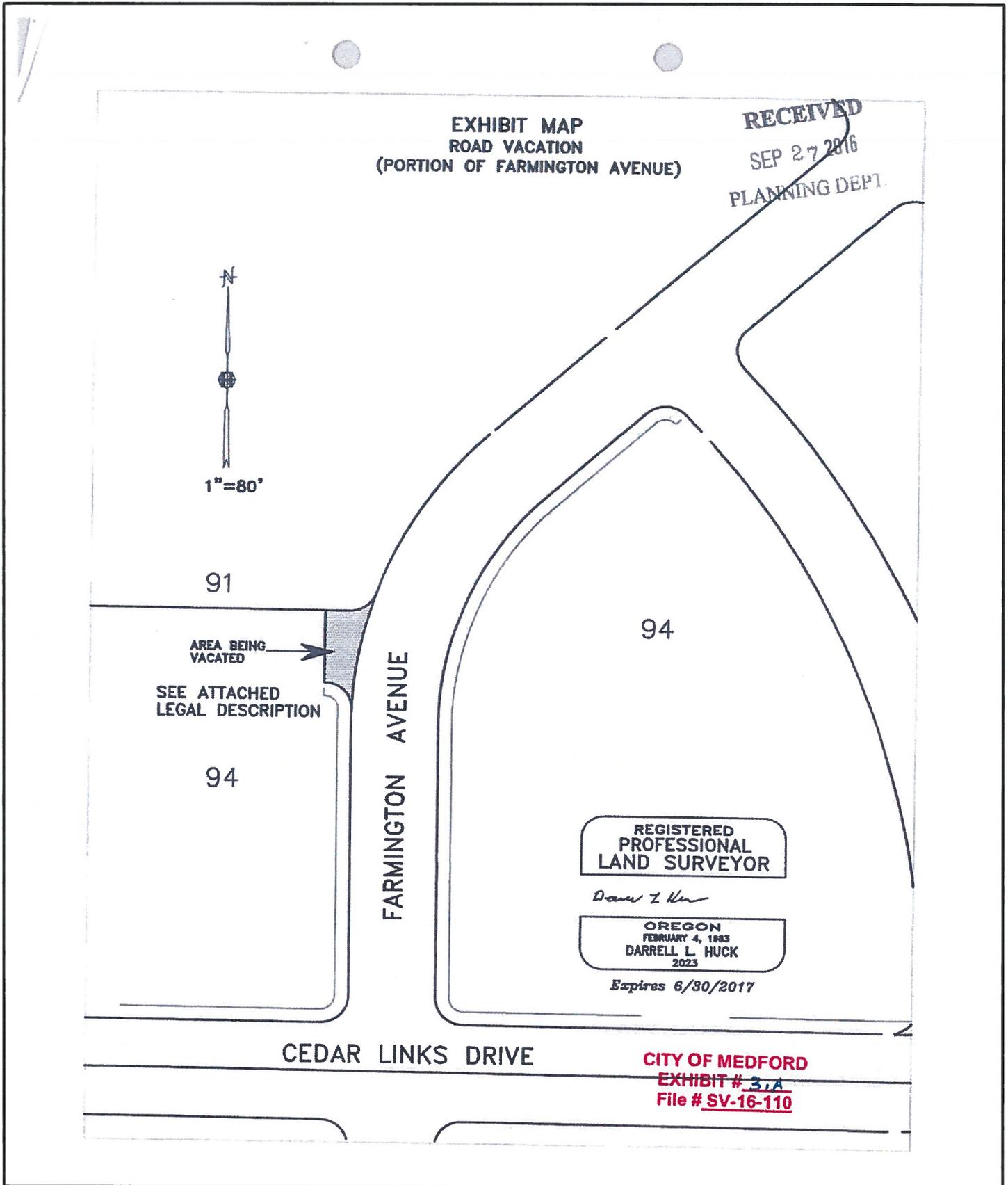


Exhibit B

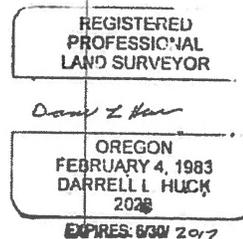
Legal Description and Map showing street location – Yamsay Drive

EXHIBIT
ROAD VACATION
LEGAL DESCRIPTION
(PORTION OF YAMSAY DRIVE)

RECEIVED
SEP 27 2016
PLANNING DEPT.

BEGINNING at the northwest corner of Lot 94 of Sky Lakes Village at Cedar Landing, Phase 7A, a planned community, according to the Official Plat thereof, now of record in Jackson County, Oregon; thence along the westerly line of said Lot 94, South 00°23'20" West 55.00 feet; thence along the arc of a 20.00 foot radius non-tangent curve to the left (the long chord to which bears South 42°30'38" West 29.67 feet) a distance of 33.43 feet; thence leaving said westerly line, along the arc of a 531.50 foot radius non-tangent curve to the left (the long chord to which bears North 09°23'32" West 74.61 feet) a distance of 74.67 feet; thence along the arc of a 468.50 foot radius curve to the right (the long chord to which bears North 12°11'31" West 20.03 feet) a distance of 20.03 feet to the westerly line of Lot 91 of the aforesaid Sky Lakes Village at Cedar Landing, Phase 7A; thence along the boundary line of said Lot 91, along the arc of a 20.00 foot radius non-tangent curve to the left (the long chord to which bears South 50°40' 30" East 25.56 feet) a distance of 27.72 feet; thence continue along said boundary line, South 89°36'40" East 17.06 feet to the point of beginning. (containing 0.04 acres, more or less)

See attached Exhibit Map



Darrell L. Huck
L.S. 2023 – Oregon
Expires 6/30/2017
Hoffbuhr & Associates, Inc

(14083 yamsay vacate.doc)

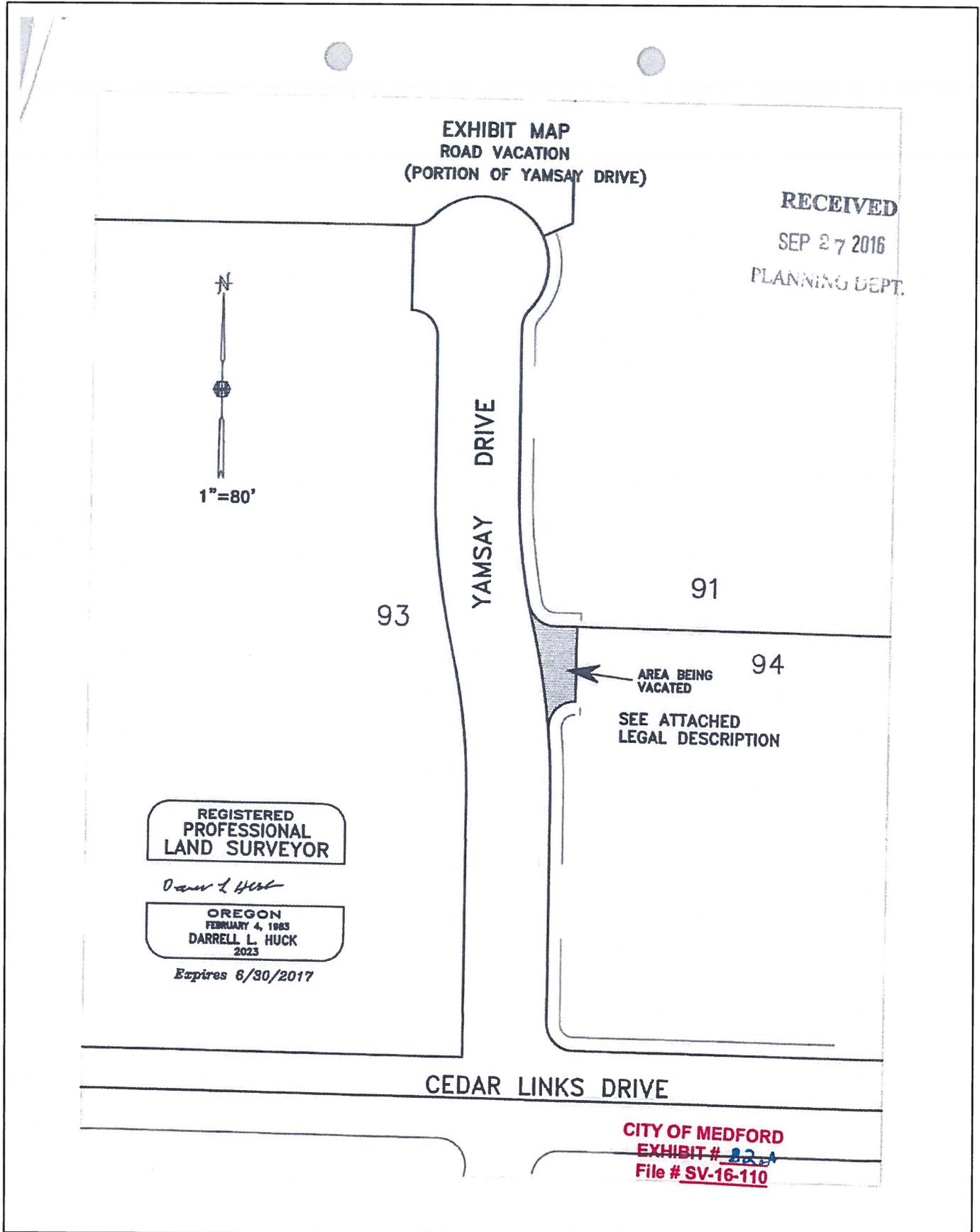


Exhibit D

County's Assessor map showing right-of-way – Yamsay Drive

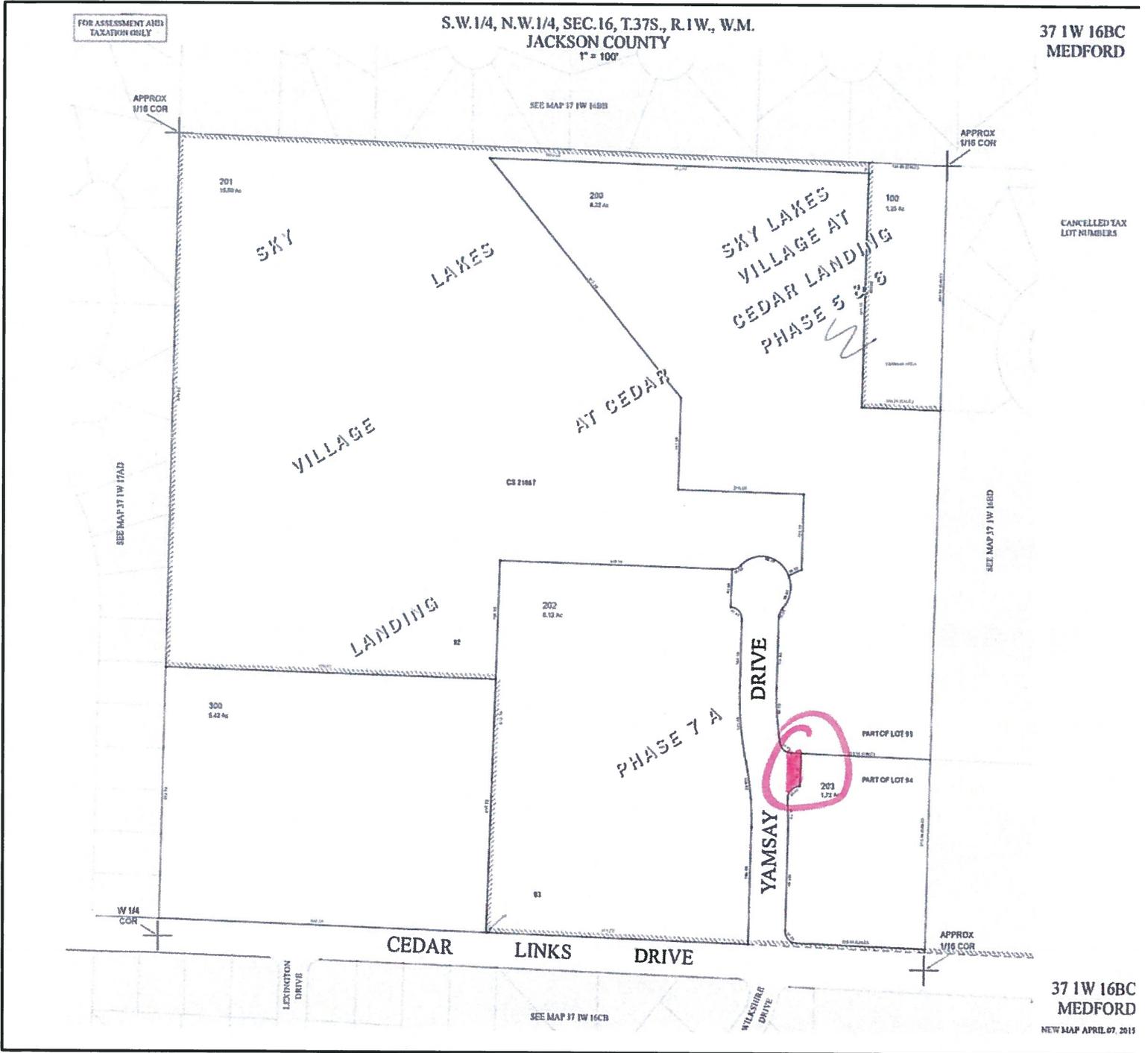


Exhibit E

Photo of project area – Farmington Avenue



Exhibit F

Photo of project area – Farmington Avenue



Exhibit G

City Surveyor Comments



CITY OF MEDFORD MEMORANDUM

To: Jon Proud, Engineering
From: Kyle Kearns, Planning Department
Date: 9/14/2016
Subject: Legal Description (File No. SV-16-110)

Please verify the attached legal description covering the below subject at your earliest convenience. See attached map.

1. SV-16-110: The unimproved portions of Yamsay Drive (approx. 200' N. and 16' E. of Cedar Links Drive) and Farmington Ave (approx. 200' N. and 16' W. of Cedar Links Drive). —

① This description is confusing & not correct.

② Description of portions of Farmington & Yamsay are technically correct. Exhibit maps are very minimal & lacking information if they are to be used as a document in vacation in my opinion.

na
Attachments

- ① THE VACATION ORDER SHOULD REFERENCE BOTH DOCUMENTS AS EXHIBITS.

THANKS, JON

"Working with the Community to Shape a Vibrant and Exceptional City"

Exhibit H

Applicant's findings of fact

BEFORE THE CITY COUNCIL
FOR THE CITY OF MEDFORD

JACKSON COUNTY, OREGON

RECEIVED

SEP 12 2016

PLANNING DEPT.

IN THE MATTER OF THE PARTIAL)
VACATION OF THE FARMINGTON)
AVENUE AND YAMSAY DRIVE)
UNIMPROVED RIGHTS-OF-WAY)
LOCATED WITHIN THE NORTHERLY)
PORTION OF THE CEDAR LANDING)
PLANNED UNIT DEVELOPMENT)
ADJACENT TO THE PROPERTY)
DESCRIBED IN THE JACKSON)
COUNTY ASSESSMENT RECORDS AS)
TOWNSHIP 37 SOUTH, RANGE 1 WEST,)
SECTION 16BC, TAX LOTS 200 & 203;)
TOWNSHIP 37 SOUTH, RANGE 1 WEST,)
SECTION 16BD, TAX LOTS 200 & 238;)
LYING NORTH OF CEDAR LINKS DRIVE)
AND WEST OF FOOTHILL ROAD IN)
MEDFORD, OREGON)

FINDINGS OF FACT AND
CONCLUSIONS OF LAW

Applicant's Exhibit 1

Applicant: City of Medford, Oregon)
Agent: CSA Planning, Ltd.)

SCOPE AND NATURE OF THE ACTION

This matter concerns the vacation of Farmington Avenue and Yamsay Drive, both of which are within the Cedar Landing Planned Unit Development (PUD). The vacations were made a condition of approval in earlier approvals granted by the Planning Commission concerning this Planned Unit Development (PUD) under municipal files PUD-16-024, LDS-16-025, LDS-16-026 and LDS-16-027.

As background, this PUD was previously approved with a local public cross street between Farmington Avenue and Yamsay Drive. As a result of the prior approvals, both Yamsay Drive and Farmington Avenue were dedicated to the public. Portions of the intersections of both Farmington and Yamsay Drive with the local cross street were also dedicated yet not improved. Later, the PUD was redesigned to remove the aforementioned cross street in lieu of a private road / cross street to be situated further to the north. A consequence of the redesign is the need to vacate the previously dedicated yet unimproved portions of Yamsay and Farmington where they intersect with the previously approved local cross street. The revised plans were approved by the Commission and were not appealed.

Oregon Revised Statutes (ORS) Chapter 271 provides two methods to vacate public streets. The first, pursuant to ORS 271.130 is on the City Council's own motion. The second,



11

Findings of Fact and Conclusions of Law
Vacation of Portions of Farmington Avenue and Yamsay Drive
Applicant: City of Medford, Oregon

pursuant to ORS 271.080 is on petition and the consent of affected property owners. Street vacations in Medford have nearly always been initiated by the Council on its own motion because this process is more streamlined and exposes the City to less risk. Accordingly, the property owner (Cedar Investment Group, LLC) requested that the Council initiate this street vacation proceeding under its own motion and the Council has done so.

II

EVIDENCE SUBMITTED WITH APPLICATION

The following evidence was before the City Council:

- Exhibit 1.** The proposed findings of fact and conclusions of law, demonstrating how the vacation complies with the applicable substantive criteria of the City of Medford and State of Oregon
- Exhibit 2.** Vicinity Map
- Exhibit 3.** Map Showing Street Vacation Areas on *Tentative Plat For Sky Lakes Village Phases 1-4, The Village, and The Cottages At Cedar Landing (A Planned Community)*"
- Exhibit 4.** Notice Area Map
- Exhibit 5.** LDS-16-025, LDS-16-026, LDS-16-027 Approved Tentative Plats
- Exhibit 6.** PUD-16-025 Approved Preliminary PUD Plan
- Exhibit 7.** Final Order PUD-16-024, LDS-16-025, LDS-16-026 and LDS-16-027
- Exhibit 8.** Jackson County Assessor plat maps 37-1W-16BC and 37-1W-16BD which depict the areas proposed to be vacated.
- Exhibit 9.** Vacation Area Legal Description (*Included in September 12, 2016 update*)
- Exhibit 10.** Assessment Ownership Information
- Exhibit 11.** Completed vacation application forms with written authorization from Cedar Investment Group, LLC.

III

RELEVANT SUBSTANTIVE APPROVAL CRITERIA

The Council has determined that the following constitutes all of the relevant substantive standards and criteria prerequisite to the vacation of city streets under the Medford Land Development Code (MLDC) and pursuant to the relevant procedures and requirements in ORS 271.080 through 271.170 when public streets are vacated by the Council's own motion pursuant to ORS 271.130:

Medford Land Development Code (MLDC)
10.202 Vacation Criteria.

A request to vacate shall only be favorably considered by the approving authority (City Council) when the following criteria have been addressed.



Findings of Fact and Conclusions of Law
Vacation of Portions of Farmington Avenue and Yamsay Drive
Applicant: City of Medford, Oregon

- (1) Compliance with the Public Facilities Element of the Comprehensive Plan.
- (2) If initiated by petition under ORS 271.080, the Council shall make the findings required by ORS 271.120.
- (3) If initiated by the Council, applicable criteria are found in ORS 271.130.

Oregon Revised Statutes ("ORS") Chapter 271

271.080. Vacation in incorporated cities; petition; consent of property owners.

- (2) [. . .]The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing.

271.110 Notice of hearing.

- (1) The city recorder or other recording officer of the city shall give notice of the petition and hearing by publishing a notice in the city official newspaper once each week for two consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.

- (2) Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, "Notice of Street Vacation," "Notice of Plat Vacation" or "Notice of Plat and Street Vacation," as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.

- (3) The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor. [Amended by 1991 c.629 §1; 2005 c.22 §196]

271.130. Vacation on council's own motion; appeal.

- (1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.
- (4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice or district court in civil cases.



Findings of Fact and Conclusions of Law
Vacation of Portions of Farmington Avenue and Yamsay Drive
Applicant: City of Medford, Oregon

IV

FINDINGS OF FACT

The Council reaches the following facts and finds them to be true with respect to this matter:

1. **Street Ownership:** The sections of Farmington Avenue and Yamsay Drive to be vacated are unimproved and owned by the City of Medford. The rights-of-way (now to be vacated) were made requirements by the City Planning Commission in an earlier PUD proceeding as further explained in "History" below.
2. **History:**
 - In 2014, the City of Medford Planning Commission approved PUD-13-119, an amendment to PUD-05-35.
 - Also in 2014, the City of Medford Planning Commission approved LDS-13-121 a final plat creating, in part, 9 *reserve acreage lots* throughout the PUD. The plat was titled, "Sky Lakes Village at Cedar Landing, Phase 7A". Five of the lots approved under LDS-13-121 are situated on the portion of the PUD lying south of Cedar Links Drive, including lots 95-99. Also, portions of Farmington Avenue and Normil Terrace, providing legal access from Cedar Links Drive and Foothill Road to interior lots 96 and 97 were dedicated through LDS-13-121 as unimproved public right-of-way.
 - On June 11, 2015 the City of Medford Planning Commission approved files PUD 15-043 and LDS-15-044, a revision to the preliminary PUD plan and a tentative plat for the portion of the Cedar Landing PUD lying south of Cedar Links Drive. The modified PUD and tentative plat include changes to the previously approved phase boundaries and underlying road layouts.
 - On November 19, 2015, the Medford City Council approved Ordinance 2015-122 vacating portions of Farmington Avenue and Normil Terrace in order to accommodate the realignment of both streets consistent with design approvals under PUD-15-043 and LDS-15-044.
 - On July 28, 2016 the City of Medford Planning Commission approved file PUD-16-024, a revision to the preliminary PUD plan for the Cedar Landing PUD. With exception of lot coverage modifications that affected the entire PUD, PUD-16-024 primarily dealt with a redesign of the portion of the PUD lying north of Cedar Links Drive, west of Farmington Avenue and east of Yamsay Drive. Coincident with the PUD modifications, the City also approved files LDS-16-025, LDS-16-026 and LDS-16-027 including changes to the tentative plats for lands lying north of Cedar Links Drive. As a condition of approval for each of the applications noted above, the subject portions of Yamsay Drive and Farmington Avenue were required to be vacated, in order to carry out the design modifications.
3. **Zoning:** All properties abutting the subject right-of-way for Farmington Avenue and Yamsay Drive are within the Cedar Landing PUD and are zoned SFR-4.
4. **Surrounding properties description:** All properties surrounding the subject portions of Farmington Avenue and Yamsay Drive are within the Cedar Landing PUD.



Findings of Fact and Conclusions of Law
Vacation of Portions of Farmington Avenue and Yamsay Drive
Applicant: City of Medford, Oregon

5. **Ownership after Vacation:** The ownership of all areas to be vacated will revert to Cedar Investment Group LLC.¹ Following the now sought vacations, the new or modified rights-of-way for both Farmington Avenue and Yamsay Drive are to be dedicated to the City of Medford as required by and in a manner consistent with PUD-16-024, LDS-16-025, LDS-16-026 and LDS-16-027.
6. **Topography:** The vacation areas for both Yamsay Drive and Farmington Avenue include flat to gentle slopes. A preliminary grading plan for the area was reviewed under PUD-16-024.
7. **Public Facilities and Utilities:** Neither street currently includes any public facilities or utilities. The Public Utility Easement dedicated and adjacent to both streets will be modified to align with the revised rights-of-way, consistent with PUD-16-024, LDS-16-025, LDS-16-026 and LDS-16-027.

V

CONCLUSIONS OF LAW

The following discussion and conclusions of law are preceded by the criterion to which they relate, and are based upon the findings of fact as set forth in above Section III and the evidence enumerated in Section II. The Council reaches the following conclusions of law and ultimate conclusions under each of the relevant substantive criteria:

Criterion 1

A request to vacate shall only be favorably considered by the approving authority (City Council) when the following criteria have been addressed.

- 1.) **Compliance with the Public Facilities Element of the Comprehensive Plan.**

Conclusions of Law: The fact that Criterion 1 requires proposed street vacations to comply with the Medford Comprehensive Plan, Public Facilities Element, does not make all goals and policies in that element function as approval criteria. See, *Bennett v. City of Dallas*, 17 Or LUBA 450, aff'd 96 Or App 645 (1989). Approval criteria requiring compliance with elements of the comprehensive plan do not automatically transform all comprehensive plan goals and policies into decisional criteria. A determination of whether particular plan policies are approval criteria must be based on the language used in the goals and policies and the context in which they appear. The Council has carefully examined the plan Public Facilities Element and concludes as follows:

1. There are no goals or policies in the Public Facilities Element, or elsewhere in the City of Medford Comprehensive Plan, which, by its language or context, were intended by the City to function as approval criteria for the vacation of public streets.
2. While the vacation areas have proper access to all needed and required public facilities

¹ Before the rights-of-way were dedicated, the right-of-way land was owned by Cedar Investment Group, LLC. By law, the ownership of vacated street right-of-way is returned to its original owner (from which the dedication was made).



Findings of Fact and Conclusions of Law
Vacation of Portions of Farmington Avenue and Yamsay Drive
Applicant: City of Medford, Oregon

and services², as described in the findings of fact in Section IV, public water and sanitary sewer facilities, along with electrical/telecommunications and natural gas lines do not *presently* exist within the rights-of-way intended to be vacated. However, the same can and will be provided prior to the time that lands adjacent to the to-be-vacated rights-of-way are developed.

Therefore, the Council concludes that this vacation will have no affect upon the future delivery of adequate public facilities and services in ways the same are required to be evaluated by the plan Public Facilities Element and MLDC.

Criterion 2

A request to vacate shall only be favorably considered by the approving authority (City Council) when the following criteria have been addressed.

2.) If initiated by petition under ORS 271.080, the Council shall make the findings required by ORS 271.120

ORS 271.080 Vacation in incorporated cities; petition; consent of property owners. (1) Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.

Conclusions of Law: The above MLDC 10.202(2) is concluded to be inapplicable because the subject street vacations have *not* been initiated by petition pursuant to ORS 271.080. Instead, the vacations have been initiated by the Council on its own motion pursuant to ORS 271.130 which is addressed below as a part of Criterion 3.

Criteria 3

3.) If initiated by the Council, applicable criteria are found in ORS 271.130.

and

Oregon Revised Statutes ("ORS") Chapter 271

271.080. Vacation in incorporated cities; petition; consent of property owners. (Inapplicable parts omitted)

2) * * * The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated. Where a street is proposed to be vacated to its termini, the land embraced in an extension of the street for a distance of 400 feet beyond each terminus shall also be counted. In the vacation of any plat or part thereof the consent of the owner or owners of two-thirds in area of the property embraced within such plat or part thereof proposed to be vacated shall be sufficient, except where such vacation embraces street area, when, as to such street

² The general adequacy of public facilities and services has been ascertained earlier under the requirements of earlier PUD and subdivision approvals.



Findings of Fact and Conclusions of Law
Vacation of Portions of Farmington Avenue and Yamsay Drive
Applicant: City of Medford, Oregon

area the above requirements shall also apply. The consent of the owners of the required amount of property shall be in writing.

271.110 Notice of hearing. (1) The city recorder or other recording officer of the city shall give notice of the petition and hearing by publishing a notice in the city official newspaper once each week for two consecutive weeks prior to the hearing. If no newspaper is published in such city, written notice of the petition and hearing shall be posted in three of the most public places in the city. The notices shall describe the ground covered by the petition, give the date it was filed, the name of at least one of the petitioners and the date when the petition, and any objection or remonstrance, which may be made in writing and filed with the recording officer of the city prior to the time of hearing, will be heard and considered.

(2) Within five days after the first day of publication of the notice, the city recording officer shall cause to be posted at or near each end of the proposed vacation a copy of the notice, which shall be headed, "Notice of Street Vacation," "Notice of Plat Vacation" or "Notice of Plat and Street Vacation," as the case may be. The notice shall be posted in at least two conspicuous places in the proposed vacation area. The posting and first day of publication of such notice shall be at least 14 days before the hearing.

(3) The city recording officer shall, before publishing such notice, obtain from the petitioners a sum sufficient to cover the cost of publication, posting and other anticipated expenses. The city recording officer shall hold the sum so obtained until the actual cost has been ascertained, when the amount of the cost shall be paid into the city treasury and any surplus refunded to the depositor. [Amended by 1991 c.629 §1; 2005 c.22 §196]

271.130. Vacation on council's own motion; appeal.

(1) The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners. Notice shall be given as provided by ORS 271.110, but such vacation shall not be made before the date set for hearing, nor if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing thereto, nor shall any street area be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages. Provision for paying such damages may be made by a local assessment, or in such other manner as the city charter may provide.

(4) Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice or district court in civil cases.

Conclusions of Law: As evidenced by Exhibit 4, all lands abutting the portions of Farmington Avenue and Yamsay Drive requested to be vacated are owned by Cedar Investment Group, LLC which also represents in excess of two thirds of the ownership of all real property deemed potentially affected under ORS 271.080.

The petition for vacation is being initiated by the City Council. As stated in Section I (Scope and Nature of the Action) the purpose of the vacation is to realign both Farmington Avenue and Yamsay Drive in order to implement the street and phasing layout approved under PUD-16-024, LDS-16-025, LDS-16-026 and LDS-16-027. Based on the foregoing, the Council concludes as follows:

1. No potentially affected landowners have objected in writing to this vacation pursuant to ORS 271.130. The owner of the majority of the land affected by the vacation pursuant to ORS 271.080 and 271.130 (Cedar Investment Group, LLC) and all of the abutting land has testified to its support of the street vacations.
2. Proper notice of this vacation public hearing has been given and evidence of the City's proper notice is a part of the record of the vacation proceedings.



Findings of Fact and Conclusions of Law
Vacation of Portions of Farmington Avenue and Yamsay Drive
Applicant: City of Medford, Oregon

3. Beyond the properties which abut the street segments to be vacated, all parcels or tracts of land will retain street access at levels that the Council concludes are adequate and appropriate. As such, the Council concludes that its decision to vacate the subject rights-of-way will not produce significant impacts upon present or future land uses or their owners because: A) no land is dependent upon the subject rights-of-way for access because the abutting and nearby land is vacant, and B) new street rights-of-way will be dedicated in the future and in only a slightly different configuration to serve future development in this PUD.
4. The Council has carefully considered all of the evidence and testimony in this matter and, based upon the foregoing findings of fact and conclusions of law, the Council concludes that the public interest will not be prejudiced by the proposed vacation.

VI

ULTIMATE CONCLUSIONS

Based on the foregoing findings of fact and conclusions of law and upon the evidence and record of the proceeding, the Council ultimately concludes as follows:

1. The criteria set forth in MLDC 10.202 for the vacation of public streets has been fully and completely satisfied.
2. The requirements in relevant parts of ORS Chapter 271 have been fully and completely satisfied and public notice of the vacation public hearing was properly given.
3. The vacation of the subject portions of Farmington Avenue and Yamsay Drive are required as an earlier condition of approval imposed by the Medford Planning Commission and are necessary in order to achieve a realignment of both streets in a manner consistent with the earlier approvals that were the subject of city files PUD-16-024, LDS-16-025, LDS-16-026 and LDS-16-027.
4. The vacation of subject portions of Farmington Avenue and Yamsay Drive is not a land use decision.
5. If the street vacation is a land use decision, the Council concludes that, based upon the foregoing findings of fact and conclusions of law, the vacation is not inconsistent (and it therefore is consistent) with the Medford Comprehensive Plan Public Facilities Element because:
 - A. Based upon *Bennett, supra*, there are no plan goals nor policies which, by their language or context, were intended to function as approval criteria for street vacations. The Council has consistently interpreted provisions of the MLDC which require compliance with the comprehensive plan (or elements thereof) to mean, compliance with the plan's goals and policies; background text contained in the comprehensive plan do not constitute approval criteria.
 - B. The portion of streets to be vacated are neither arterials nor collector streets.
 - C. The portion of streets to be vacated are not designated routes for bicycles or pedestrians, yet pedestrian facilities can and will be provided consistent with files PUD-16-024, LDS-16-025, LDS-16-026 and LDS-16-027.



Findings of Fact and Conclusions of Law
Vacation of Portions of Farmington Avenue and Yamsay Drive
Applicant: City of Medford, Oregon

- D. There is no public water, sanitary sewer, electrical/telecommunications or natural gas facilities which now exist within the rights-of-way to be vacated and the same will be accommodated within one or more public utility easements complimentary to the realignment and subsequent dedications — which the city can assure before finalization of the vacation.
6. The vacations comply with MLDC 10.202(3) and applicable provisions of ORS Chapter 271 for street vacation(s) initiated by the City Council on its own motion pursuant to ORS 271.130 because all parcels or tracts of land which are arguably affected by the street vacations will continue to have frontage and access through the new dedications. As such, the Council concludes that its decision to vacate portions of Farmington Avenue and Yamsay Drive will not produce significant impacts upon present or future land uses or their owners.

Dated September 12, 2016 in Medford, Oregon.

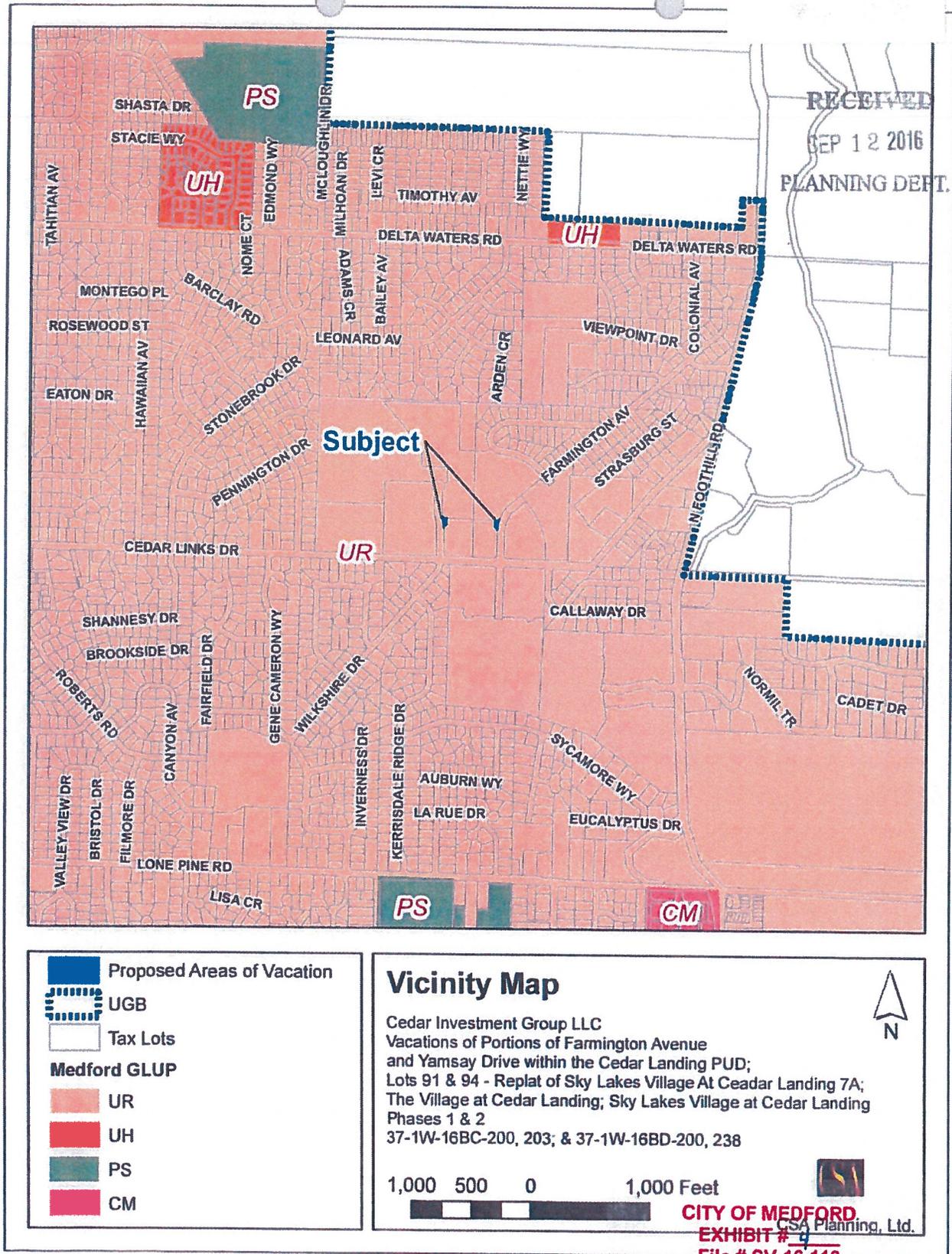
Respectfully submitted on behalf of Applicant,

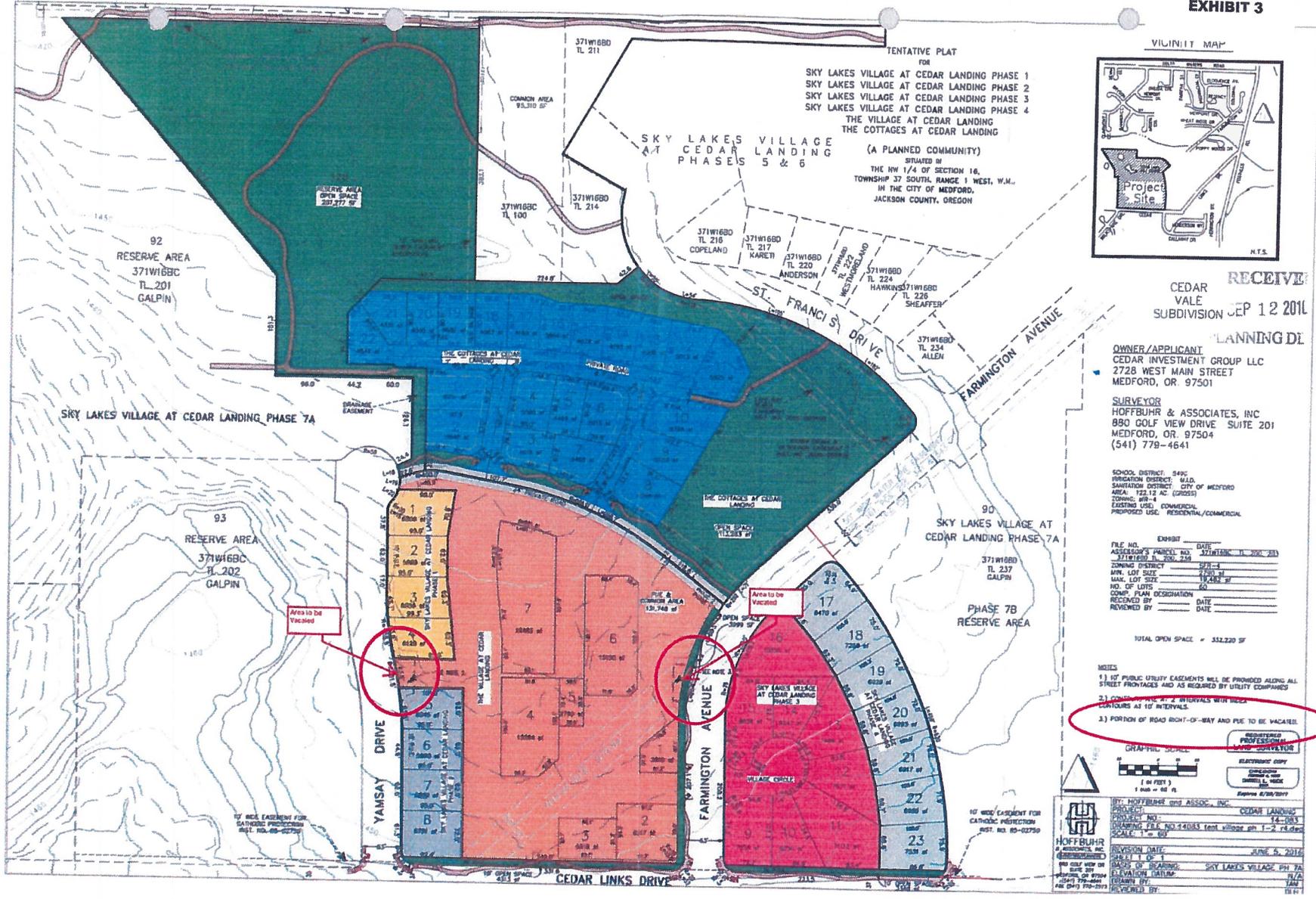
CSA Planning, LTD.

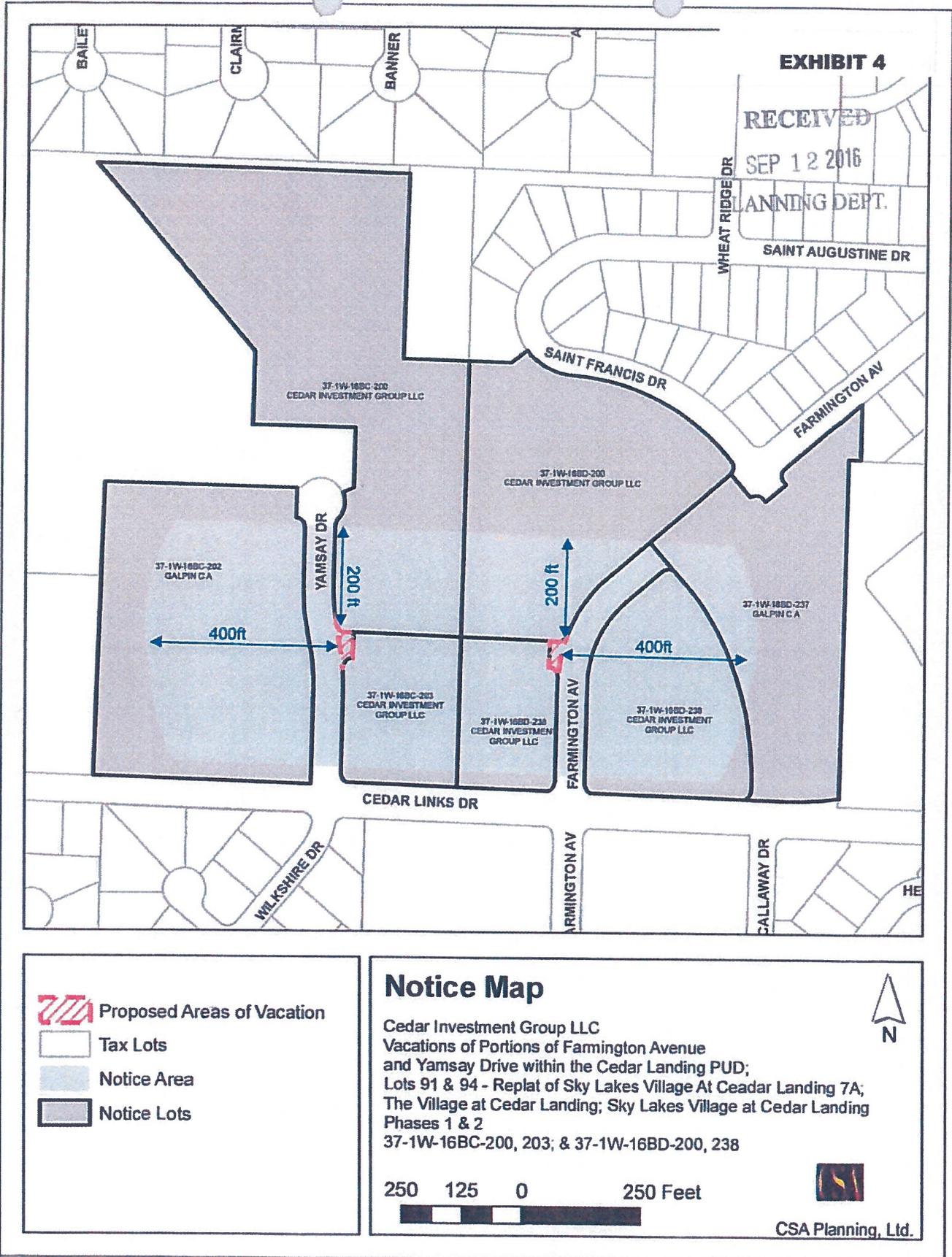


Mike Savage
Consulting Urban Planner









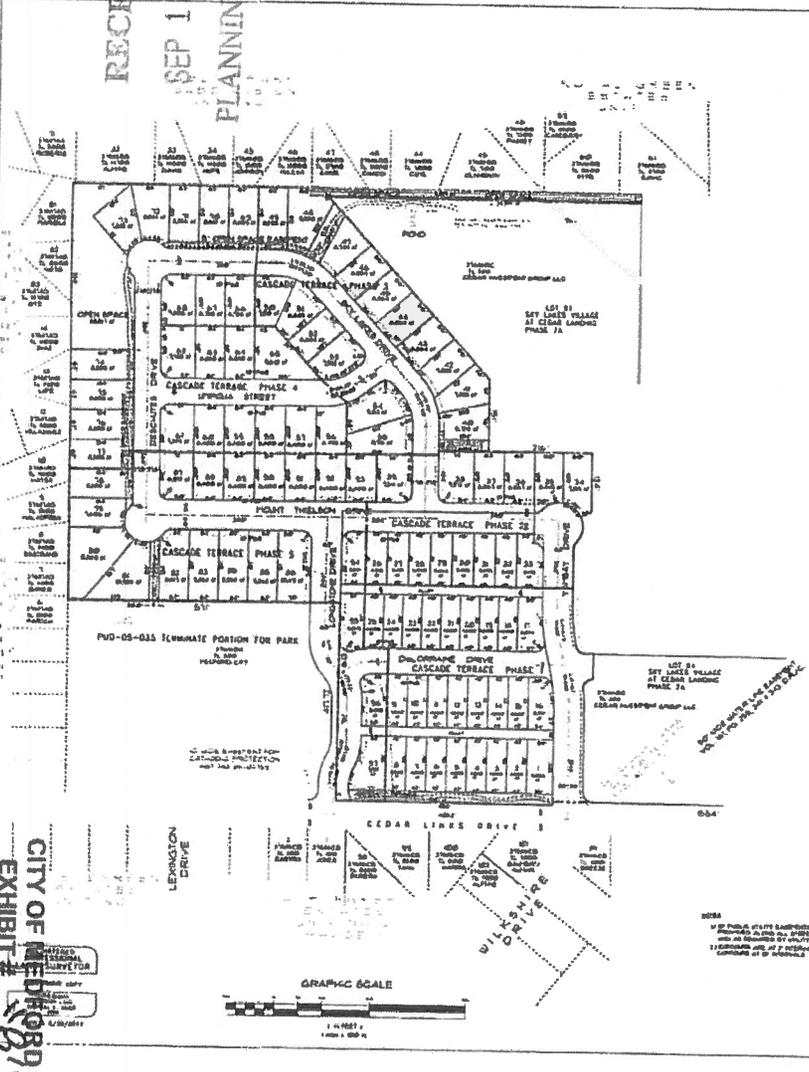
File # LDS-16-025

CITY OF MEDFORD

EXHIBIT # 1



RECEIVED
SEP 12 2016
PLANNING DEPT.



TENTATIVE PLAT
FOR
CASCADE TERRACE AT CEDAR LANDING PHASE 1
CASCADE TERRACE AT CEDAR LANDING PHASE 2
CASCADE TERRACE AT CEDAR LANDING PHASE 3
CASCADE TERRACE AT CEDAR LANDING PHASE 4
CASCADE TERRACE AT CEDAR LANDING PHASE 5

(A PLANNED COFFINITY)
SITUATED IN
THE NW 1/4 OF SECTION 16,
TOWNSHIP 31 SOUTH, RANGE 1 WEST, 6TH,
IN THE CITY OF MEDFORD,
JACKSON COUNTY, OREGON.

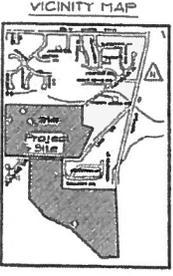
APPLICANT
CEDAR INVESTMENT GROUP LLC
2728 WEST MAIN STREET
MEDFORD, OR 97504

OWNER
C. A. GALPIN
144 GARDLEY AVE 100
MEDFORD, OR 97504

SURVEYOR
HOFFENBUR 4 ASSOCIATES, INC
880 GOLF VIEW DRIVE SUITE 201
MEDFORD, OR 97504
(541) 775-4641

NOTE:
THE PHASES 1 THROUGH 5 OF CASCADE TERRACE WAS PREVIOUSLY SUBMITTED AND RECEIVED TENTATIVE APPROVAL AS SKY LAKES PHASE 1 (FILE NO. LDS-14-137) AND THE VILLAGE PHASE 1 (FILE NO. LDS-14-138). THIS SUBMITTAL FOR TENTATIVE APPROVAL DOES NOT CHANGE THE NUMBER OF LOTS NOR LOT CONFIGURATIONS AS WERE APPROVED BY LDS-14-137 AND LDS 14-138. THIS SUBMITTAL ONLY CHANGES THE NAME TO CASCADE TERRACE AND ESTABLISHES A REVISED PHASING PLAN FOR THE LOTS THAT WERE ORIGINALLY APPROVED BY PLANNING COMMISSION ACTION.

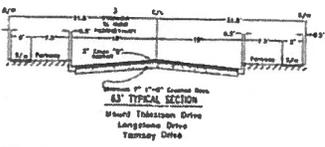
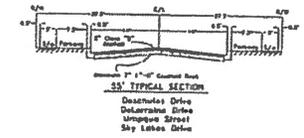
EXHIBIT 5
1 of 3



SCHOOL DISTRICT: 546C
WATER DISTRICT: 111D
SEWER DISTRICT: CITY OF MEDFORD
AREA: 0215 AC (RURAL)
ZONING: SPB-3
EXISTING USE: COFFINITY
PROPOSED USE: RESIDENTIAL COFFINITY

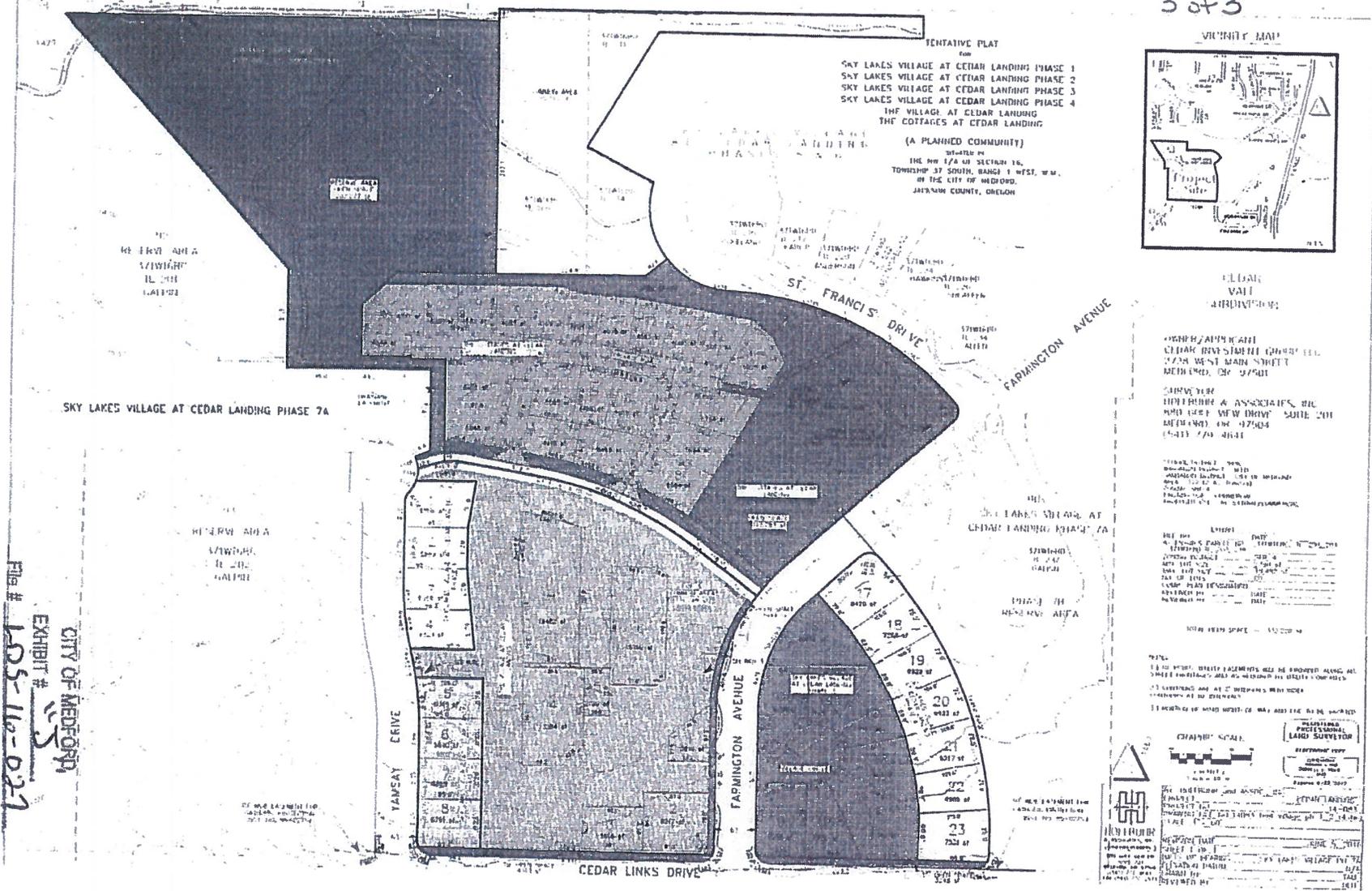
EXHIBIT

FILE NO.	DATE
AMERICAN PARCEL NO. SYSTEM, ILLINOIS	
STATE OF OREGON PARCEL NO. SYSTEM, OREGON	
SEWER DISTRICT	2016
PLAT LOT SIZE	2.0000 AC
PLAT LOT AREA	52,903.50 SQ. FT.
NO. OF LOTS	241
DATE OF REVISION	2/16/16
REVISION NO.	1
REVISION DATE	
REVISION BY	



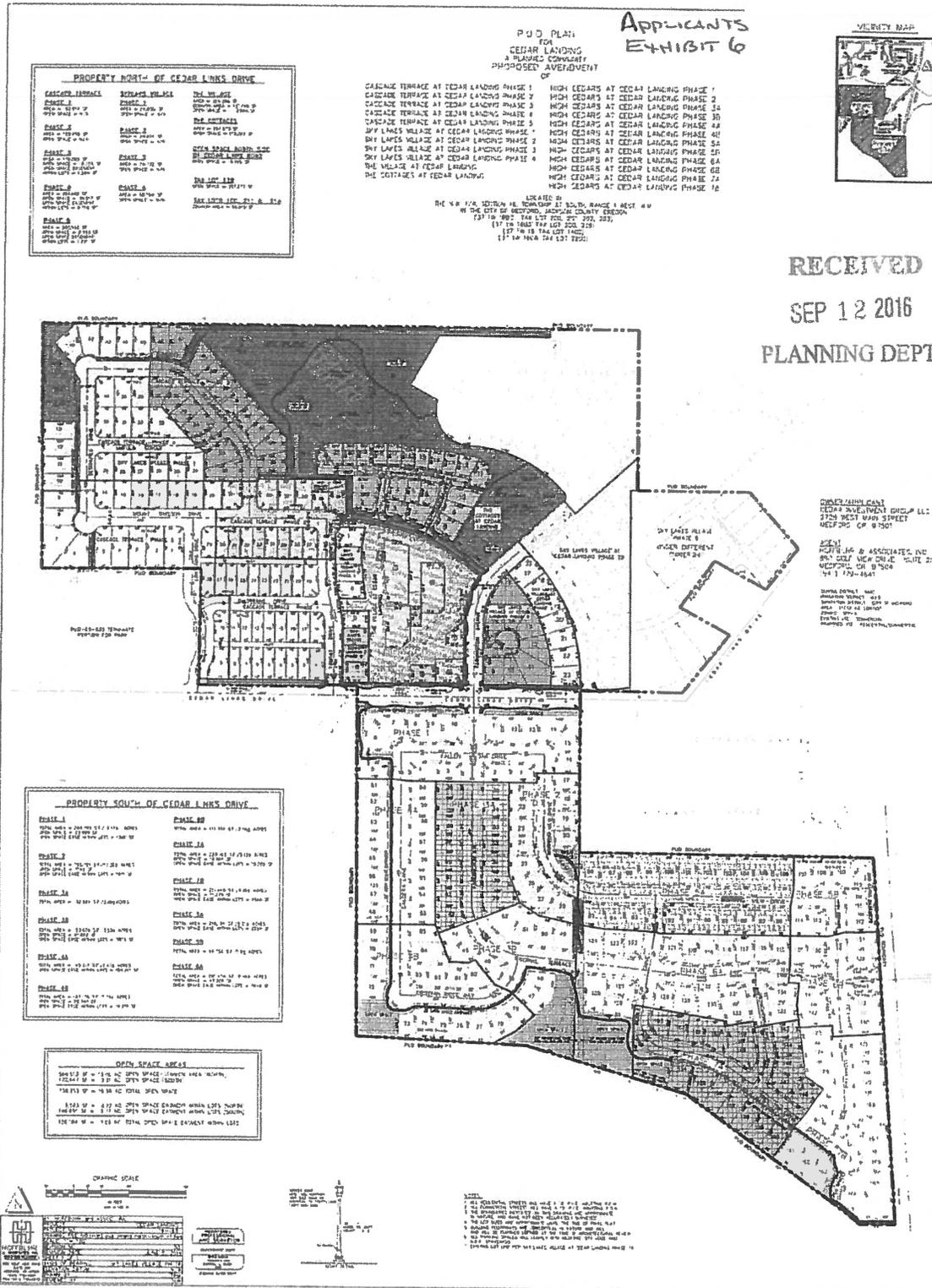
RECEIVED
MARCH 2016
PLANNING DEPARTMENT

HOFFENBUR 4 ASSOCIATES, INC
REVISION DATE
REVISION NO.
REVISION BY



3 of 3

EXHIBIT 6



18

BEFORE THE MEDFORD PLANNING COMMISSION

EXHIBIT 7

STATE OF OREGON, CITY OF MEDFORD

RECEIVED

IN THE MATTER OF PLANNING COMMISSION FILE PUD-16-024
APPLICATION FOR REVISIONS TO CEDAR LANDING PLANNED UNIT
DEVELOPMENT SUBMITTED BY CEDAR INVESTMENT GROUP LLC

) SEP 12 2016
) ORDER
) PLANNING DEPT.

ORDER granting approval for a revision to the approved Preliminary PUD Plan described as follows:

Revision to the Cedar Landing Planned Unit Development (PUD) (see list below). The request for PUD Revision primarily applies to the portion of Cedar Landing located on the NORTH side of Cedar Links Drive. There is one PUD Modification request that is applicable to the entire development.

Proposed PUD revision applicable to the NORTH & SOUTH SIDE of the development:

- 1) Allow a 55% lot coverage maximum for single-family residential units under 25 feet; units more than 25 feet in height will remain subject to zoning provision maximum lot coverage of 40%.

Proposed PUD revisions applicable to the NORTH portion of the development:

- 1) Reconfiguration of the Multi-Family, Commercial, Congregate Care and Open Space land uses to a mixture of Single Family, Multi-Family, Commercial and Open Space
- 2) Allow for optional land use for a scaled-down congregate Care Facility in lieu of single-family cottage units;
- 3) Serve a portion of the property with a private street;
- 4) Increased maximum building height for multi-family structures within "The Village" sub-area to provide more architecturally appealing rooflines on three story units;
- 5) Allow a 10-foot front yard setback exclusive of garages for "The Cottages" sub-area;
- 6) Allow a 75-foot lot depth and minimum lot size of 3,800 square feet within "The Cottages" sub-area;
- 7) Allow up to 75% lot coverage for single family units under 25 feet in height within the "The Cottages" sub area;
- 8) Permit a minimum lot size of 5,800 square feet for lots within "Sky Lakes at The Village, Phase I & II".
- 9) Allow a minimum of 1.4 parking spaces for multi-family units rather than 1.5 (deferred to Site Plan and Architectural Commission).
- 10) Allow flexibility between multi-family unit counts and commercial square footages in a manner commensurate with the total parking provided on site.
- 11) Allow option of mixed residential and comical within the commercial buildings subject of final design review, as required by the MLDC.
- 12) Allow meandering sidewalk design
- 13) Eliminated requirement for public pedestrian access from Cul-De-Sac to Callaway Drive.
- 14) Permit driveway access from Cedar Links Drive to Commercial area of the "Villages"
- 15) Allow mix of uncovered and covered parking for multi-family units.
- 16) Allow street tree landscaping requirement relief in location affected by the MWC water line easement.

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FINAL ORDER

PUD-16-024

WHEREAS:

1. The Planning Commission has duly accepted the application filed in accordance with the Land Development Code, Section 10.245(A), Revision of a Preliminary or Final Planned Unit Development Plan; and
2. The Medford Planning Commission has considered in an open meeting the applicant's request for a revision to the approved Preliminary PUD Plan described above; and
3. Evidence and recommendations were received and presented by the applicant's representative and Planning Department staff; and
4. After consideration and discussion, the Medford Planning Commission, upon a motion duly seconded, approved a revision to the approved Preliminary PUD Plan described above.

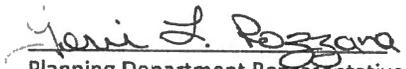
THEREFORE LET IT BE HEREBY ORDERED that the approval for a revision to the approved Preliminary PUD Plan described above, per the Planning Commission Report dated July 14, 2016.

Accepted and approved this 28th day of July, 2016.

CITY OF MEDFORD PLANNING COMMISSION


Planning Commission Chair

ATTEST:


Janis L. Pozzani
Planning Department Representative

BEFORE THE MEDFORD PLANNING COMMISSION
STATE OF OREGON, CITY OF MEDFORD

IN THE MATTER OF A REVISION TO THE TENTATIVE PLAT APPROVAL OF)
) ORDER
CASCADE TERRACE AT CEDAR LANDING PHASES 1-5 [LDS-16-025])

ORDER granting approval of a request for a revision to the Cedar Landing tentative plat for "Cascade Terrace at Cedar Landing Phases 1 through 5") described as follows:

The site is located in the north portion of the Cedar Links development project, north of Cedar Links Drive and west of Wilkshire Drive within a SFR-4/PUD (Single Family Residential 4 units per gross acre with Planned Unit Development Overlay). Applicant is requesting approval for a 98-lot residential subdivision tentative plat revision for the purpose of modifying phase boundaries and renaming the two tentative plats to *Cascade Terrace at Cedar Landing, Phase 1 through 5*. The subject request pertains only to project phasing and proposed name change. Lot configurations, open space, streets and infrastructure remain identical to the previously approved tentative plats (LDS-14-137, LDS-14-138).

WHEREAS:

1. The Planning Commission has duly accepted the application filed in accordance with the Medford Land Development Code, Sections 10.265 through 10.267; and
2. The Medford Planning Commission has duly held a public hearing on the request as described above, with the public hearing a matter of record of the Planning Commission on June 23, 2016.
3. At the public hearing on said tentative plat, evidence and recommendations were received and presented by the developer and Planning Department Staff; and
4. At the conclusion of said hearing, after consideration and discussion, the Medford Planning Commission, upon a motion duly seconded granted the request as described above and directed staff to prepare a final order with all conditions and findings set forth.

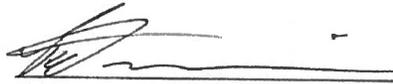
THEREFORE LET IT BE HEREBY ORDERED that the request as described above stands approved per the Staff Report dated June 16, 2016, and subject to compliance with all conditions contained therein.

AND LET IT FURTHER BE OF RECORD, that the action of the Planning Commission in approving this request as describe above hereafter supported by the findings referenced in the Staff Report dated June 16, 2016.

BASED UPON THE ABOVE, the Planning Commission determined that the request as described above is in conformity with the provisions of law and Section 10.270 Land Division Criteria of the Land Development Code of the City of Medford.

Accepted and approved this 28th day of July, 2016.

CITY OF MEDFORD PLANNING COMMISSION



Planning Commission Chair

ATTEST:



Planning Department Representative

BEFORE THE MEDFORD PLANNING COMMISSION

STATE OF OREGON, CITY OF MEDFORD

IN THE MATTER OF REPLAT APPROVAL OF LOTS 91 AND 94 OF THE)
)
SKY LAKES VILLAGE AT CEDAR LANDING PHASE 7A [LDS-16-026]) **ORDER**

ORDER granting approval of a request to authorize a replat of lots 91 and 94 of the Sky Lakes Village at Cedar Landing Phase 7A.

WHEREAS:

1. The Planning Commission has duly accepted the application filed in accordance with the Medford Land Development Code, Sections 10.265 through 10.267; and
2. The Medford Planning Commission has duly held a public hearing on the request to authorize a replat of lots 91 and 94 of the Sky Lakes Village at Cedar Landing Phase 7A, with the public hearing a matter of record of the Planning Commission on June 23, 2016.
3. At the public hearing on said tentative plat, evidence and recommendations were received and presented by the developer and Planning Department Staff; and
4. At the conclusion of said hearing, after consideration and discussion, the Medford Planning Commission, upon a motion duly seconded granted the request to authorize a replat of lots 91 and 94 of the Sky Lakes Village at Cedar Landing Phase 7A and directed staff to prepare a final order with all conditions and findings set forth.

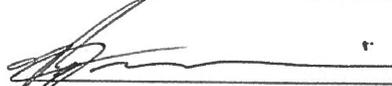
THEREFORE LET IT BE HEREBY ORDERED that the request to authorize a replat of lots 91 and 94 of the Sky Lakes Village at Cedar Landing Phase 7A stands approved per the Staff Report dated June 16, 2016, and subject to compliance with all conditions contained therein.

AND LET IT FURTHER BE OF RECORD, that the action of the Planning Commission in approving this request to authorize a replat of lots 91 and 94 of the Sky Lakes Village at Cedar Landing Phase 7A hereafter supported by the findings referenced in the Staff Report dated June 16, 2016.

BASED UPON THE ABOVE, the Planning Commission determined that the request as described above is in conformity with the provisions of law and Section 10.270 Land Division Criteria of the Land Development Code of the City of Medford.

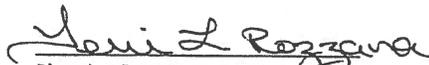
Accepted and approved this 28th day of July, 2016.

CITY OF MEDFORD PLANNING COMMISSION



Planning Commission Chair

ATTEST:



Planning Department Representative

BEFORE THE MEDFORD PLANNING COMMISSION

STATE OF OREGON, CITY OF MEDFORD

IN THE MATTER OF TENTATIVE PLAT APPROVAL FOR SKY LAKES PHASES 1-4, THE)
)
VILLAGE AND THE COTTAGES AT CEDAR LANDING [LDS-16-027]) **ORDER**

ORDER granting approval of a request to authorize tentative plat approval described as follows:

For "Sky Lakes at Cedar Landing Phases 1 through 4", "The Village at Cedar Landing", and "The Cottages at Cedar Landing" within an area previously identified as "The Village at Cedar Landing Phases 2 and 3", consisting of 54 lots on approximately 34.24 acres

WHEREAS:

1. The Planning Commission has duly accepted the application filed in accordance with the Medford Land Development Code, Sections 10.265 through 10.267; and
2. The Medford Planning Commission has duly held a public hearing on the above request, with the public hearing a matter of record of the Planning Commission on June 23, 2016.
3. At the public hearing on said tentative plat, evidence and recommendations were received and presented by the developer and Planning Department Staff; and
4. At the conclusion of said hearing, after consideration and discussion, the Medford Planning Commission, upon a motion duly seconded granted the above request and directed staff to prepare a final order with all conditions and findings set forth.

THEREFORE LET IT BE HEREBY ORDERED that the above request stands approved per the Staff Report dated June 16, 2016, and subject to compliance with all conditions contained therein.

AND LET IT FURTHER BE OF RECORD, that the action of the Planning Commission in approving the above request is hereafter supported by the findings referenced in the Staff Report dated June 16, 2016.

BASED UPON THE ABOVE, the Planning Commission determined that the request as described above is in conformity with the provisions of law and Section 10.270 Land Division Criteria of the Land Development Code of the City of Medford.

Accepted and approved this 28th day of July, 2016.

CITY OF MEDFORD PLANNING COMMISSION



Planning Commission Chair

ATTEST:



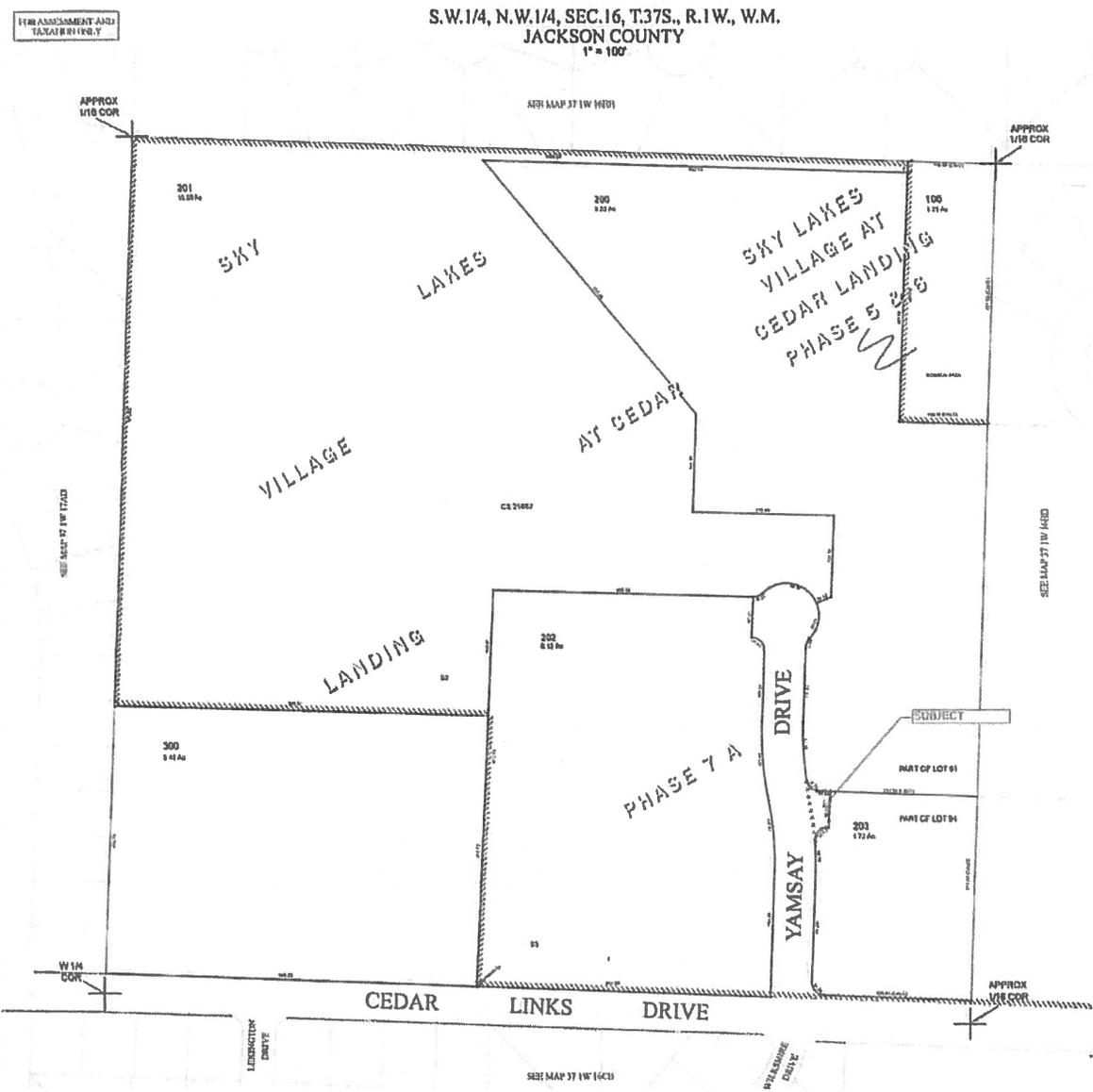
Planning Department Representative

EXHIBIT 8
1 of 2

RECEIVED
SEP 12 2016
PLANNING DEPT.

37 1W 16BC
MEDFORD

37 1W 16BC
MEDFORD
NEW MAP APRIL 07, 2015



2 of 2

37 1W 16BD
MEDFORD

37 1W 16BD
MEDFORD
NEW MAP NOVEMBER 01, 2016
REV APRIL 18, 2015

S.E. 1/4, N.W. 1/4, SEC. 16, T.37S., R.1W., W.M.
JACKSON COUNTY
1" = 100'

PLAT ASSESSMENT AND
TAXATION ONLY

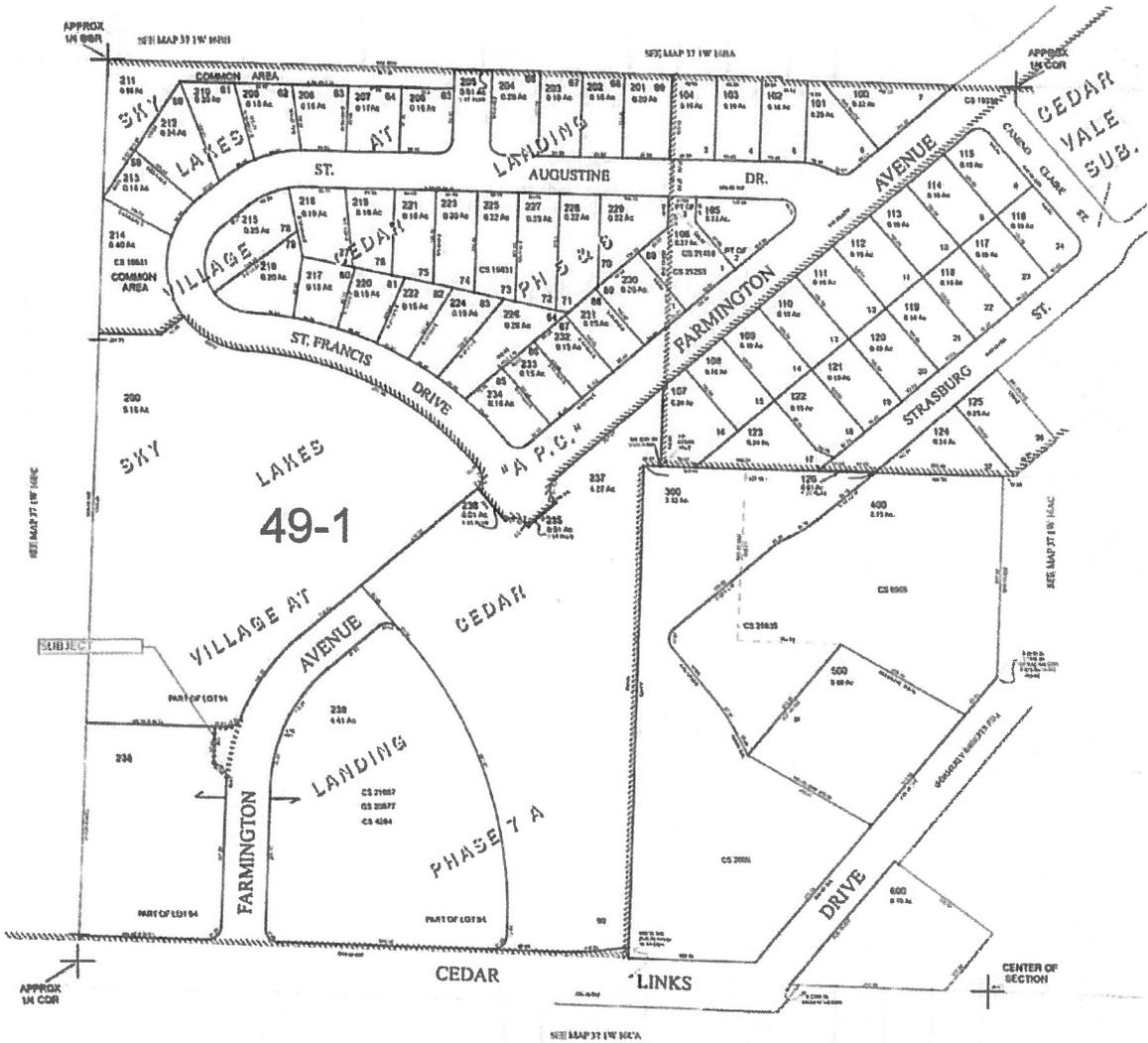
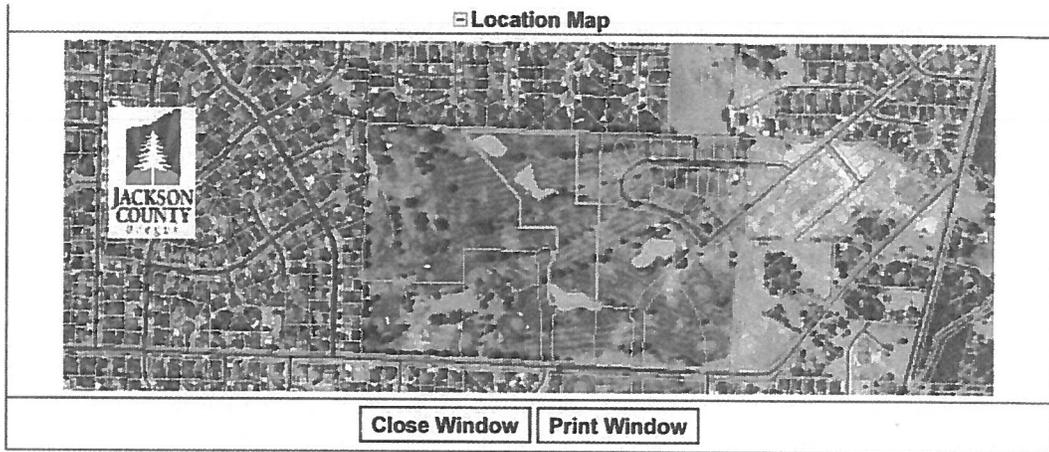


EXHIBIT 10

Account Sequence	Map TL Sequence	Assessment Year	2016	Print Window	Close Window
Assessment Info for Account 1-042379-8 Map 371W16BC Taxlot 200 Report For Assessment Purposes Only Created August 31, 2016					
Account Info		Tax Year 2015 Info		Land Info	
Account	1-042379-8	Pay Taxes Online		Tax Code	49-01
Map Taxlot	371W16BC 200	Tax Report	Details	Acreage	8.22
Owner	CEDAR INVESTMENT GROUP LLC	Tax Statement	Details	Zoning	
<input type="checkbox"/> Situs Address		Tax History	Details	Land Class	
3155 CEDAR LINKS DR MEDFORD R		Tax Code 49-01		RT 8.22 Ac	
Mailing Address	CEDAR INVESTMENT GROUP LLC JACK KEESE C/O JIN YOO SECURED MGMT CORP 10250 CONSTELLATION BLVD 2770 LOS ANGELES CA, 90067	Tax Type	Due Date	Amount	
<input type="checkbox"/> Associated Taxlots	1 Acct	Advalorem	11/15/15	\$10,265.26	
49-01 R	1-042381-1 371W16BD 200 ACTIVE	Tax Rate		15.8837	
Appraiser	154	District Rates		Details	
		District Amounts		Details	
		Tax Rate Sheet		Details	
Sales Data (ORCATS)					
Last Sale (consideration > 0)	Sale Date	Instrument Number	Sales History		
\$ 4,000,000	Aug 07, 2013	2013-26866	Details		
<input checked="" type="checkbox"/> Value Summary Detail (For Assessment Year 2016 - Subject To Change)					
<input checked="" type="checkbox"/> Market Value Summary (For Assessment Year 2016 - Subject To Change)					
Code Area	Type	Acreage	RMV	M5	MAV
49-01	LAND	8.22	\$ 621,210	\$ 621,210	\$ 621,210
Value History	Details		Total:	\$ 621,210	\$ 621,210
Improvements					
Images / Plans					
Image type	Item Number	Image Files			
RESIDENTIAL	1	1	PDF		
RESIDENTIAL	2	1	PDF		
All in One Report PDF					
<input checked="" type="checkbox"/> Appraisal Maintenance					
<input type="checkbox"/> Account Comments					
(2) 1.4 acre site for the clubhouse (4) FOR INFORMATION ON ASSESSMENT DETAIL (5) SEE THE FILE IN THE COMMERCIAL SECTION. 09/29/97: VALUED BY DIRECT ENTRY, DO NOT PUT IN FINAL STATUS >>> 03/04/13 SEVER AIC DUE TO NAMES/SALE #133>>> 05/28/15 UPDATED SA/PC. NEW LOT IN SKY LAKES VILLAGE AT CEDAR LANDING PH 7A PART OF LOT#91 (MAKE AIC WITH 371W16BD-200 10423811) #133>>> 6/11/15 NAC #154>>>					
<input type="checkbox"/> Exemptions / Special Assessments / Notations / Potential Liability					
Notations					
Description	Tax Amount	Year Added	Value Amount		
TRC DOWNLOADED FROM CAAP					
BALANCED VALUE		2015			
CARTOGRAPHIC ACTIVITY		2015			
ERROR OF ANY KIND- DECREASE		2013			
CARTOGRAPHIC ACTIVITY		2012			
OPEN SPACE LAND (POTENTIAL ADD'L TAX)		2012			
BOPTA ORDER-REDUCTION 309.120		1989			
BOPTA ORDER-REDUCTION 309.120		1988			

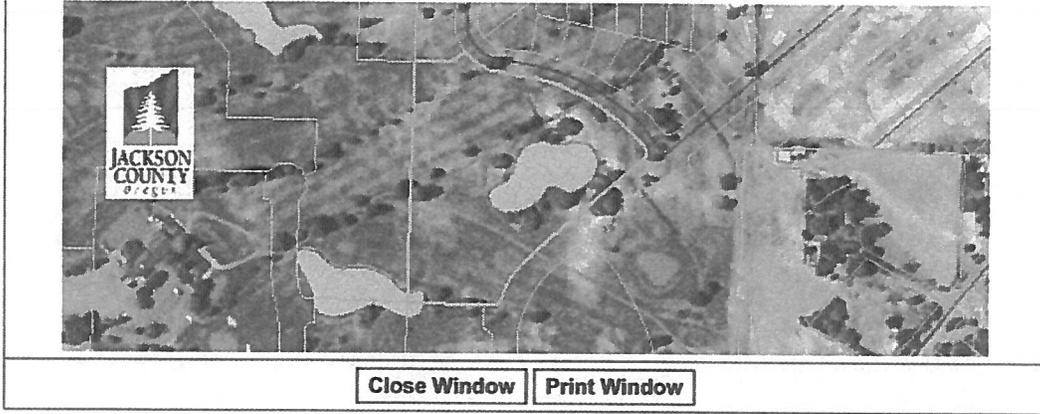
SEP 12 2016
LANDING DEPT.

21



Account Sequence		Map TL Sequence		Assessment Year 2016 ▾	Print Window		Close Window			
Assessment Info for Account 1-100084-3 Map 371W16BC Taxlot 203 Report For Assessment Purposes Only Created August 31, 2016										
Account Info				Tax Year 2015 Info			Land Info			
Account	1-100084-3			Pay Taxes Online			Tax Code	49-01		
Map	371W16BC 203			Tax Report	Details			Acresage	1.72	
Taxlot				Tax Statement	Details			Zoning		
Owner	CEDAR INVESTMENT GROUP LLC			Tax History	Details			Land Class		
<input type="checkbox"/> Situs Address				Tax Code 49-01					RT 1.72 Ac	
YAMSAY DR MEDFORD R				Tax Type	Due Date	Amount		Property Class	190	
CEDAR LINKS DR MEDFORD R				Advalorem	11/15/15	\$1,999.68		Stat Class	000	
Mailing Address CEDAR INVESTMENT GROUP LLC JACK KEESE C/O JIN YOO SECURED MGMT CORP 10250 CONSTELLATION BLVD 2770 LOS ANGELES CA, 90067				Tax Rate	15.8837		Unit ID	292171-2		
				District Rates	Details			Maintenance Area	6	
<input type="checkbox"/> Associated Taxlots 1 Acct				District Amounts	Details			Neighborhood	000	
49-01 R	1-100084-5 371W16BD 238 ACTIVE			Tax Rate Sheet	Details			Study Area	11	
Appraiser									Account Status	ACTIVE
									Tax Status	Assessable
									Sub Type	NORMAL
Sales Data (AS 400)										
<input checked="" type="checkbox"/> Value Summary Detail (For Assessment Year 2016 - Subject To Change)										
<input type="checkbox"/> Market Value Summary (For Assessment Year 2016 - Subject To Change)										
Code Area	Type	Acresage	RMV	M5	MAV	AV				
49-01	LAND	1.72	\$ 129,990	\$ 129,990	\$ 129,990	\$ 129,990				
Value History	Details		Total:	\$ 129,990	\$ 129,990	\$ 129,990	\$ 129,990			
Improvements										
<input type="checkbox"/> Account Comments										
05/28/15 NEW LOT IN SKY LAKES VILLAGE AT CEDAR LANDING PH 7A PART OF LOT#94 (MAKE AIC WITH 371W16BD-238 11000845) #133>>>										
<input type="checkbox"/> Exemptions / Special Assessments / Notations / Potential Liability										
Notations										
Description			Tax Amount	Year Added	Value Amount					
BALANCED VALUE				2015						
CARTOGRAPHIC ACTIVITY				2015						
OPEN SPACE LAND (POTENTIAL ADD'L TAX)				2015						
<input type="checkbox"/> Location Map										
										
Close Window				Print Window						

Account Sequence	Map TL Sequence	Assessment Year 2016 ▾	Print Window	Close Window		
Assessment Info for Account 1-042381-1 Map 371W16BD Taxlot 200 Report For Assessment Purposes Only Created August 31, 2016						
Account Info		Tax Year 2015 Info		Land Info		
Account	1-042381-1	Pay Taxes Online		Tax Code 49-01		
Map Taxlot	371W16BD 200	Tax Report	Details	Acreage 5.16		
Owner	CEDAR INVESTMENT GROUP LLC	Tax Statement	Details	Zoning		
<input type="checkbox"/> Situs Address		Tax History	Details	Land Class		
CEDAR LINKS DR MEDFORD	R	Tax Code 49-01		RT 5.16 Ac		
YAMSAY DR MEDFORD	R	Tax Type	Due Date	Amount		
CEDAR LINKS DR MEDFORD	R	Advalorem	11/15/15	\$2,845.16		
Mailing Address	CEDAR INVESTMENT GROUP LLC JACK KEESE C/O JIN YOO SECURED MGMT CORP 10250 CONSTELLATION BLVD 2770 LOS ANGELES CA, 90067	Tax Rate	15.8837			
<input type="checkbox"/> Associated Taxlots 1 Acct		District Rates	Details			
49-01 R	1-042379-8 371W16BC 200 ACTIVE	District Amounts	Details			
Appraiser	154	Tax Rate Sheet	Details			
Sales Data (ORCATS)						
Last Sale (consideration > 0)	Sale Date	Instrument Number	Sales History			
\$ 4,000,000	Aug 07, 2013	2013-26866	Details			
<input checked="" type="checkbox"/> Value Summary Detail (For Assessment Year 2016 - Subject To Change)						
<input checked="" type="checkbox"/> Market Value Summary (For Assessment Year 2016 - Subject To Change)						
Code Area	Type	Acreage	RMV	M5	MAV	AV
49-01	LAND	5.16	\$ 389,960	\$ 389,960	\$ 389,960	\$ 389,960
Value History	Details		Total:	\$ 389,960	\$ 389,960	\$ 389,960
Improvements						
Images / Plans						
Image type	Item Number	Image Files				
RESIDENTIAL	1	1	PDF			
ACCOUNT PHOTOS	2	1	PDF			
RESIDENTIAL	3	1	PDF			
All in One Report						PDF
<input checked="" type="checkbox"/> Appraisal Maintenance						
<input checked="" type="checkbox"/> Account Comments						
<input type="checkbox"/> Exemptions / Special Assessments / Notations / Potential Liability						
Notations						
Description	Tax Amount	Year Added	Value Amount			
OPEN SPACE LAND (POTENTIAL ADD'L TAX)						
TRC DOWNLOADED FROM CAAP						
BALANCED VALUE		2015				
CARTOGRAPHIC ACTIVITY		2015				
CARTOGRAPHIC ACTIVITY		2008				
CARTOGRAPHIC ACTIVITY		2007				
BOPTA ORDER-REDUCTION 309.120		1989				
BOPTA ORDER-REDUCTION 309.120		1988				
<input type="checkbox"/> Location Map						



Account Sequence	Map TL Sequence	Assessment Year	2016	Print Window	Close Window
Assessment Info for Account 1-100084-5 Map 371W16BD Taxlot 238 Report For Assessment Purposes Only Created August 31, 2016					
Account Info		Tax Year 2015 Info		Land Info	
Account	1-100084-5	Pay Taxes Online		Tax Code	49-01
Map Taxlot	371W16BD 238	Tax Report	Details	Acceage	4.41
Owner	CEDAR INVESTMENT GROUP LLC	Tax Statement	Details	Zoning	
<input type="checkbox"/> Situs Address		Tax History	Details	Land Class	
FARMINGTON AVE MEDFORD	R	Tax Code 49-01		RT 4.41 Ac	
CEDAR LINKS DR MEDFORD	R	Tax Type	Due Date	Amount	Property Class
Mailing Address	CEDAR INVESTMENT GROUP LLC JACK KEESE C/O JIN YOO SECURED MGMT CORP 10250 CONSTELLATION BLVD 2770 LOS ANGELES CA, 90067	Advalorem	11/15/15	\$2,431.59	190
<input type="checkbox"/> Associated Taxlots	1 Acct	Tax Rate		15.8837	Stat Class
49-01 R	1-100084-3 371W16BC 203 ACTIVE	District Rates			000
Appraiser		District Amounts			Unit ID
		Tax Rate Sheet			292171-2
					Maintenance Area
					6
					Neighborhood
					000
					Study Area
					11
					Account Status
					ACTIVE
					Tax Status
					Assessable
					Sub Type
					NORMAL
Sales Data (AS 400)					
<input type="checkbox"/> Value Summary Detail (For Assessment Year 2016 - Subject To Change)					
<input type="checkbox"/> Market Value Summary (For Assessment Year 2016 - Subject To Change)					
Code Area	Type	Acceage	RMV	M5	MAV
49-01	LAND	4.41	\$ 333,280	\$ 333,280	\$ 333,280
Value Hstory	Details	Total:	\$ 333,280	\$ 333,280	\$ 333,280
Improvements					
<input type="checkbox"/> Account Comments					
05/28/15 NEW LOT IN SKY LAKES VILLAGE AT CEDAR LANDING PH 7A PART OF LOT#94 (MAKE AIC WITH 371W16BC-203 11000843) #133>>>					
<input type="checkbox"/> Exemptions / Special Assessments / Notations / Potential Liability					
Notations					
Description	Tax Amount	Year Added	Value Amount		
BALANCED VALUE		2015			
CARTOGRAPHIC ACTIVITY		2015			
<input type="checkbox"/> Location Map					
					
Close Window			Print Window		



CSA Planning, Ltd
4497 Brownridge, Suite 101
Medford, OR 97504
Telephone 541.779.0569
Fax 541.779.0114
Mike@CSAplanning.net

August 23, 2016

MAYOR AND CITY COUNCIL
c/o Planning Department
City Hall
Medford, OR 97501

RECEIVED

AUG 30 2016

PLANNING DEPT.

REQUEST TO INITIATE STREET VACATION

Dear Mayor and Council:

We represent Cedar Landing Investment Group, LLC and record owner of the Cedar Landing Planned Unit Development (formerly the Cedar Links Golf Course). The topic of this letter concerns the partial vacation of Farmington Avenue and Yamsay Drive, both of which are within the Cedar Landing PUD. The vacations were made a condition of approval in earlier approvals granted by the Planning Commission concerning this PUD and Tentative Plat under municipal files PUD-16-024, LDS-16-025, LDS-16-026 and LDS-16-027

As background, the two streets were dedicated for public use (but not improved) as a condition of earlier approvals for this PUD. Later, under PUD-16-024, the PUD was redesigned and placed before the Planning Commission for consideration. The redesign effectively relocated the previously approved local cross street between Yamsay Drive and Farmington Avenue and replaced it with a private road cross street situated slightly further to the north. The revised plans were approved and were not appealed. A consequence of the redesign is the vacation of a small portion of the edges of both Farmington Avenue and Yamsay Drive.

Oregon Revised Statutes (ORS) Chapter 271 provides two methods for the vacation of public streets. The first, pursuant to ORS 271.130 is on the City Council's own motion. The second, pursuant to ORS 271.080 is on petition and consent of affected property owners. Street vacations in Medford have nearly always been initiated by the Council on its own motion because this process is more streamlined and exposes the City to little or no risk. As such and by this letter Cedar Landing Investment Group LLC herewith requests that the Council formally initiate these two street vacations on its own motion. Once initiated, CSA Planning on behalf of this client will furnish Findings of Fact and Conclusions of Law and other materials as required to prosecute and finalize the street vacations.

We appreciate the Council's consideration of this matter.

Very truly yours,
CSA Planning, Ltd.

A handwritten signature in blue ink, appearing to read 'Mike Savage', is written over a faint, larger version of the same signature.

Mike Savage
Associate Planner

cc. Eric Artner
File



CITY OF MEDFORD
PLANNING DEPARTMENT

VACATION APPLICATION

RECEIVED

AUG 30 2016

PLANNING DEPT.

- Vacation of Public Right-of-Way
- Vacation of Subdivision Plat

1. APPLICANT INFORMATION (If a corporation, list all principals)

Name _____
 Company CEDAR INVESTMENT GROUP LLC
 Address 67 FAIRWAY CIR
 City MEDFORD State OR Zip Code 97504
 Email _____
 Telephone (Primary) _____ (Secondary) _____

2. AGENT INFORMATION (Owner's consent required)

Name _____
 Company CSA PLANNING, LTD
 Address 4497 BROWNRIDGE TERRACE, SUITE 101
 City MEDFORD State OR Zip Code 97504
 Email mike@csaplanning.net
 Telephone (Primary) 541 779-0569 (Secondary) _____

3. OWNER/CONTRACT PURCHASER OF RECORD

Name _____
 Company _____
 Address _____
 City _____ State _____ Zip Code _____
 Email _____
 Telephone (Primary) _____ (Secondary) _____

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VP

SV-16-110

1

VACATION APPLICATION

4. PROJECT DESCRIPTION

Include a general description of the area to be vacated, and the objective of the project:

Vacate unimproved portions of Yamsay Drive and Farmington Avenue consistent with conditions of approval under PUD-16-024; LDS-16-025; LDS-16-026; and LDS-16-027

5. REQUIRED SUBMITTALS

*to follow
Per DM*

- Application Form (signed)
- Vicinity Map to scale per Section 10.201
- Legal Description of area to be vacated
 - Emailed or on a CD, in Microsoft Word Format
- Assessor's Map of area to be vacated
 - Showing abutting and affected properties
 - Identifying the parcels for which consents to vacate have been acquired (if not initiating by letter to City Council)
- Findings of Fact (page 4)
- Typed Mailing Labels for each property owner within 200-feet of the site
 - Check with Planning Department, notice varies with type of vacation
- Written Consent of Owner (if applicable) (page 6)
- One of the Following:
 - If initiated by petition: Completed & signed consent forms for the required abutting and/or affect property owners
 - If initiated by City Council, a letter to the City Council requesting initiation of the vacation
- Fee:

<input type="checkbox"/> Vacation of Right-of Way	\$3,413	\$ <u>3,413.00</u>
<input type="checkbox"/> Publication and Recording of Vacation of Right-of-Way	\$990	\$ <u>990.00</u>
<input type="checkbox"/> Vacation of Subdivision Plat	\$970	\$ <u> </u>
	TOTAL	\$ <u>4,403.00</u>

 - Fees are due at time of project submittal.
 - Checks shall be made payable to *City of Medford*.

Mailing Label Example:

372W19DB Tax Lot 3700

 Jane and John Jones
 000 Delta Waters Road
 Medford, OR 97504

VACATION APPLICATION

6. I HEREBY STATE THAT THE FACTS RELATED IN THE ABOVE APPLICATION AND THE PLANS AND DOCUMENTS SUBMITTED HERewith ARE COMPLETE, TRUE, CORRECT, AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature  Date August 30, 2016
CSA PLANNING, LTD/MIKE SAVAGE
 Applicant Agent Owner

If any wetlands exist on the site, it is the applicant's responsibility to apply for a permit to the Division of State Lands and Army Corps of Engineers before any site work begins.

Exhibit I

December 8, 2016 Planning Commission Meeting Minutes

Not available upon publication.

Vicinity Map

