



Medford City Council Meeting

Agenda

January 4, 2018

6:00 P.M.

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

10. Roll Call
20. Recognitions, Community Group Reports
30. Oral Requests and Communications from the Audience
Comments will be limited to 4 minutes per individual, group or organization. PLEASE SIGN IN.
40. Public Hearings
50. Approval or Correction of the Minutes of the December 21, 2017 Regular Meeting
60. Consent Calendar
 - 60.1 COUNCIL BILL 2018-01: An ordinance awarding a contract in an amount of \$2,749,640 to McClure and Sons, Inc. for construction of the Aeration Basin Improvements Project at the Regional Water Reclamation Facility.
 - 60.2 COUNCIL BILL 2018-02: A resolution initiating annexation to the City of Medford of an approximately 2.98 acre parcel, including an adjacent right-of-way located on the north side of East Vilas Road (549 East Vilas Road), and approximately 4,900 feet west of Crater Lake Highway, and concurrent zone change from County LI (Light Industrial) to City I-L (Light Industrial) and designated within the Limited Industrial (I-00) Overlay District, and withdrawal of said property from Medford Rural Fire Protection District #3, effective when notice is received from the Secretary of State.
 - 60.3 COUNCIL BILL 2018-04: An ordinance awarding a contract in an amount not to exceed \$193,497 to ORW Architecture for a space needs assessment study of City departments.
70. Items Removed from Consent Calendar
80. Ordinances and Resolutions
 - 80.1 COUNCIL BILL 2017-146: SECOND READING - An ordinance postponing the effective date of section 5.555 of the Medford Municipal Code pertaining to regulations for the keeping of poultry.
 - 80.2 COUNCIL BILL 2018-03: A resolution accepting the petition initiating the vacation of an approximately 50 foot wide strip of public right-of-way, being a portion of Evergreen Street, running north-south from West Third Street to West Fourth Street, 300 feet in length.
 - 80.3 COUNCIL BILL 2018-05: An ordinance authorizing execution of an amendment to the Employment Agreement with the City Manager pertaining to wages, hours, fringe benefits, and other working conditions.

90. Council Business

- 90.1 Proclamations issued:
 - Dr. Martin Luther King, Jr. Day
 - Child Trafficking Awareness Month
 - Medford School Choice Week

- 90.2 Election of Council Officers

- 90.3 Boards and Commissions Appointments

- 90.4 Committee reports and communications

100. City Manager and Staff Reports

110. Adjournment



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.1

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

AGENDA SECTION: Consent Calendar
MEETING DATE: January 4, 2018

COUNCIL BILL 2018-01

An ordinance awarding a contract in an amount of \$2,749,640 to McClure and Sons, Inc. for construction of the Aeration Basin Improvements Project at the Regional Water Reclamation Facility.

SUMMARY AND BACKGROUND

Council is requested to award a construction contract in the amount of \$2,749,640 to McClure and Sons, Inc., to construct the Aeration Basin Improvements Project at the Regional Water Reclamation Facility (RWRf). The project objective is to optimize the existing aeration system to allow for greater operational flexibility, redundancy, and efficiency.

PREVIOUS COUNCIL ACTIONS

On September 4, 2014, Council approved Council Bill 2014-111 awarding the pre-design consulting services contract to Brown & Caldwell.

On October 6, 2016, Council approved Council Bill 2016-127 awarding the final design consulting services contract to Brown & Caldwell.

On June 15, 2017, Council approved Council Bill 2017-57 adopting the Biennial Budget 2017-2019 which includes this project on page 8-39.

On July 20, 2017, Council approved Ordinance 2017-88 which authorized a brand name or mark exemption from competitive bidding for procurement of a single stage blower manufactured by Turblex, Inc. to be specified by name as part of this project.

ANALYSIS

Two bids were received and McClure and Sons was the apparent low bidder with a bid of \$2,749,640. The other bid submitted was from Stettler Supply Co. for \$2,865,535. The engineer's estimate on this project was \$3,300,000.

The purpose of this project is to optimize wastewater treatment utilizing the existing aeration basins at the RWRf, while maintaining the existing biological process configuration. The project consists of installation of an additional single stage blower for reliability and redundancy; and replacement of the existing coarse bubble aeration diffusers with new fine bubble aeration diffusers. The project will optimize the biological treatment process to the extent possible within the existing aeration basins. Installation of the new single stage blower and fine bubble diffusers will create identical parallel aeration treatment trains. The expected life cycle of the specified system is thirty years.

The scope of the project also includes provision of a highly sophisticated computerized control logic system. The control logic will be the same for each aeration treatment train and will be familiar to City staff and Supervisory Control and Data Acquisition (SCADA) support contractors.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Expenditure of \$2,749,640, which is included on page 8-39 of the 2017-2019 biennial budget.

TIMING ISSUES

The work will begin in January, 2018, and is scheduled to be complete by March, 2019.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.1

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COUNCIL OPTIONS

- Approve the ordinance as presented.
- Modify the ordinance.
- Deny the ordinance and provide direction to staff regarding the Aeration Basin Improvements Project.

STAFF RECOMMENDATION

Approve the ordinance awarding a contract to McClure and Sons, Inc.

SUGGESTED MOTION

I move to approve the ordinance for awarding a contract in the amount of \$2,749,640 to McClure and Sons, Inc., for construction of the Aeration Basin Improvements Project.

EXHIBITS

Ordinance

Bid tabulation

Special provisions: Work covered by contract

Contract on file in the City Recorder's Office

ORDINANCE NO. 2018-01

AN ORDINANCE awarding a contract in an amount of \$2,749,640 to McClure and Sons, Inc. for construction of the Aeration Basin Improvements Project at the Regional Water Reclamation Facility.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a contract in an amount of \$2,749,640 for construction of the Aeration Basin Improvements Project at the Regional Water Reclamation Facility, which is on file in the City Recorder's office, is hereby awarded to McClure and Sons, Inc.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2018.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

Exhibit A

WAR1401 Aeration Basin Improvement Project Scope of Work

WORK COVERED BY CONTRACT

- A. The work covered under this contract will be performed at the Medford Regional Water Reclamation Facility, located near Central Point, Oregon.
- B. Elements of the work include, but are not limited to:
1. Installation of new variable-pitch single-speed blower with associated intake and discharge piping.
 2. Installation of new local control panels and programming for new and existing Turblex blower.
 3. Installation of a new master control panel for the blowers and aeration basins with dissolved oxygen (DO) control logic, new flow meters, and new control valves.
 4. Installation of new aeration basin piping and fine-bubble diffusers in basins A-1 and A-2.
 5. Installation of new coarse-bubble diffusers in aeration basin feed and cross channels.
 6. Replacement of existing air valve actuators and flow meters.
 7. Installation of new motor and soft starter for multistage centrifugal blower 2 and freeze protection on both multistage centrifugal blower intakes.
 8. Upgrades to the Blower Building, including installation of roof mounted air conditioner and thermostat and roll-up door; extension of instrument air piping; removal of abandoned VFD cabinet; roofing system; and interior paint.
 9. Improvements to the aeration basin, including construction of working platforms to basins A-2 and A-3, demolition of existing 3W piping and minor modifications, and installation of new expansion joints to replace leaking dresser couplings on existing aeration header.
 10. Integration of the new systems into the plant's existing Supervisory Control and Data Acquisition (SCADA) system, including development of operator interface screens, installation of new hardware, and development of customized software programming to accommodate the new equipment and processes.
 11. Application of coatings, installation of signage, and completion of all work necessary to make the new facilities operational and ready for final acceptance by the Owner.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.2

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DEPARTMENT:	Planning Department	AGENDA SECTION:	Ordinances and Resolutions
PHONE:	(541) 774-2380	MEETING DATE:	January 4, 2018
STAFF CONTACT:	Matt Brinkley, AICP, Planning Director		

COUNCIL BILL 2018-02

A resolution initiating annexation to the City of Medford of an approximately 2.98 acre parcel, including an adjacent right-of-way located on the north side of East Vilas Road (549 East Vilas Road), and approximately 4,900 feet west of Crater Lake Highway, and concurrent zone change from County LI (Light Industrial) to City I-L (Light Industrial) and designated within the Limited Industrial (I-00) Overlay District, and withdrawal of said property from Medford Rural Fire Protection District #3, effective when notice is received from the Secretary of State.

SUMMARY AND BACKGROUND

Consideration of a request to initiate the annexation of a 2.98-acre parcel, including adjacent right-of-way, located on the north side of East Vilas Road and approximately 4,900 feet west of Crater Lake Highway (549 East Vilas Road). The current Jackson County zoning designation of Light Industrial will be changed to the City's I-L (Light Industrial) zone, and designated within the Limited Industrial (I-00) Overlay District. The property will be removed from Medford Rural Fire Protection District #3. (A-17-105)

The subject property is the site of Quantum Innovations, a company specializing in anti-reflective coating technology. As stated in the applicant's submitted narrative, their request to be annexed into the City is in the interest of having access to City water. The site currently suffers from a scarcity of water, relying on well and stored water, which do not adequately serve the demands of their growing business.

PREVIOUS COUNCIL ACTIONS

None.

ANALYSIS

The applicant/owner has submitted the request for annexation and has consented in writing. The property is located within the City's Urban Growth Boundary and is contiguous with the City limits along the portion of its south property line abutting East Vilas Road. The property has a General Land Use Plan (GLUP) map designation of General Industrial (GI), which is compatible with the Light Industrial (IL) City zoning designation. The property is currently zoned by Jackson County as Light Industrial (I-L).

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Based on its assessed value of \$461,770, the subject property is estimated to pay \$4,562 in annual utility fees, and \$2,445 in annual property taxes – a total annual contribution to the City of approximately \$7,007. Quantum Innovations is currently undergoing renovation improvements to the site, which could potentially increase this contribution total to the City when the property's assessed value is reappraised.

TIMING ISSUES

The final hearing for this matter is scheduled before the Council on Thursday, February 1, 2018. The applicant has requested an expedited conclusion to this process, if possible, as access to City water has become an immediate necessity for the company.

COUNCIL OPTIONS

- Approve the resolution as presented.
- Modify the resolution as presented.
- Deny the resolution as presented and direct staff regarding further action.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.2

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STAFF RECOMMENDATION

Staff recommends approving the request to initiate the annexation.

SUGGESTED MOTION

I move to approve the resolution to initiate the annexation and set a public hearing date of February 1, 2018.

EXHIBITS

Resolution

Legal description and exhibit map

Vicinity map

RESOLUTION NO. 2018-02

A RESOLUTION initiating annexation to the City of Medford of an approximately 2.98 acre parcel, including an adjacent right-of-way located on the north side of East Vilas Road (549 East Vilas Road), and approximately 4,900 feet west of Crater Lake Highway, and concurrent zone change from County LI (Light Industrial) to City I-L (Light Industrial) and designated within the Limited Industrial (I-00) Overlay District, and withdrawal of said property from Medford Rural Fire Protection District #3, effective when notice is received from the Secretary of State.

WHEREAS, the area situated in Jackson County, Oregon, described in Exhibit A attached hereto and incorporated herein, is contiguous to the City of Medford; now, therefore,

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

SECTION 1. The City Council elects to dispense with submitting the question of the proposed annexation to the electors of the City.

SECTION 2. A public hearing on the annexation and zone change shall be held at the hour of 6:00 p.m. on the 1st day of February, 2018, before the City Council of the City of Medford, Oregon, in City Hall Council Chambers, 411 W. 8th Street, of said city. Following the hearing, the council will consider a proposed ordinance annexing the territory, changing the zoning and withdrawing the area from Medford Rural Fire Protection District #3.

SECTION 3. The City Recorder is directed to give notice of the time, place and purpose of the public hearing provided for in Section 2 hereof by publishing notice thereof once each week for two consecutive weeks prior to the date of said hearing in a newspaper of general circulation in the City of Medford and by causing notices thereof to be posted in four (4) public places in the city for the said period of time.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____, 2018.

ATTEST: _____
City Recorder

Mayor

TELEPHONE
541-772-2782

JAMES E. HIBBS, PLS



L.J. FRIAR & ASSOCIATES P.C.

CONSULTING LAND SURVEYORS

P.O. BOX 1947
PHOENIX, OR 97535

FAX
541-772-8465

ljfriar@charter.net

LEGAL DESCRIPTION
A-17-105

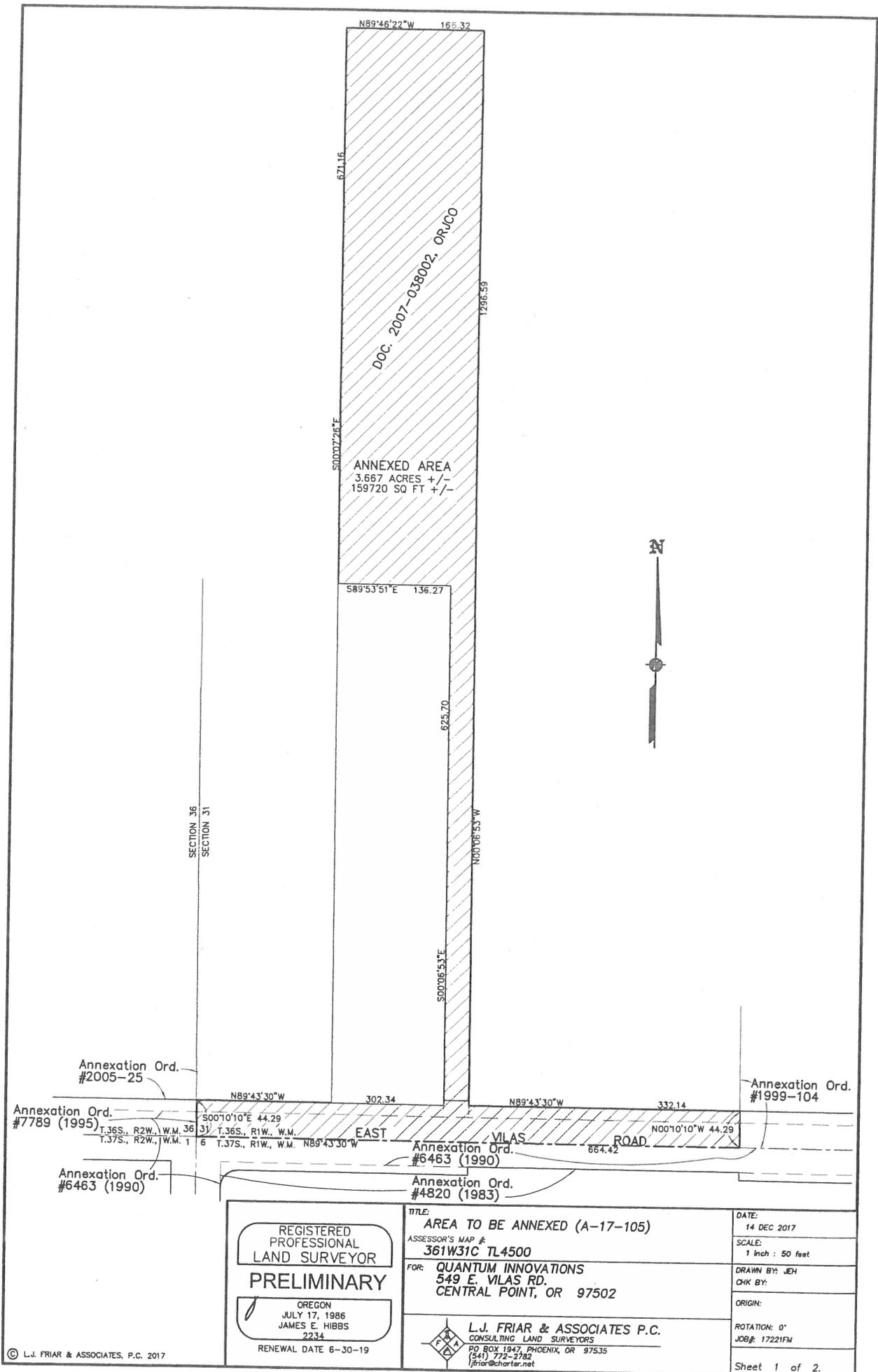
Beginning at the Southwest corner of Section 31, Township 36 South, Range 1 West, Willamette Meridian, Jackson County, Oregon said point being on the existing City of Medford Boundary; thence along said City Boundary, South 89°43'30" East, 664.42 feet to an angle point in said City Boundary; thence continue along said City Boundary, North 00°10'10" West, 44.29 feet to North line of Vilas Road; thence leaving said City Boundary, along said North line, North 89°43'30" West, 332.14 feet to the Southeast corner of that tract described in Document No. 2007-038002, Official Records of Jackson County, Oregon; thence along the East line thereof, North 00°06'53" West, 1296.59 feet to the Northeast corner thereof; thence along the North line thereof, North 89°46'22" West, 166.32 feet to the Northwest corner thereof; thence along the West line thereof, South 00°07'25" East, 671.16 feet to the West-Southwest corner thereof; thence along the North line thereof, South 89°53'51" East, 136.27 feet to the interior ell corner thereof; thence along the West line thereof, South 00°06'53" East, 625.70 feet to the North line of Vilas Road; thence along said North line, North 89°43'30" West, 302.34 feet to the West line of said Section 31 also being on the existing City of Medford Boundary; thence along said West line and along said City Boundary, South 00°10'10" East, 44.29 feet to the point of beginning. Containing 3.667 acres, more or less.

TRACT TO BE ANNEXED
361W31C TL4500
Quantum Innovations
17-220
December 14, 2017

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY

OREGON
JULY 17, 1986
JAMES E. HIBBS
2234
RENEWAL DATE : 6-30-19



REGISTERED PROFESSIONAL LAND SURVEYOR

PRELIMINARY

OREGON
JULY 17, 1986
JAMES E. HIBBS
2234

RENEWAL DATE 6-30-19

TITLE:
AREA TO BE ANNEXED (A-17-105)

ASSESSOR'S MAP #:
361W31C TL4500

FOR:
**QUANTUM INNOVATIONS
549 E. VILAS RD.
CENTRAL POINT, OR 97502**

DATE:
14 DEC 2017

SCALE:
1 inch : 50 feet

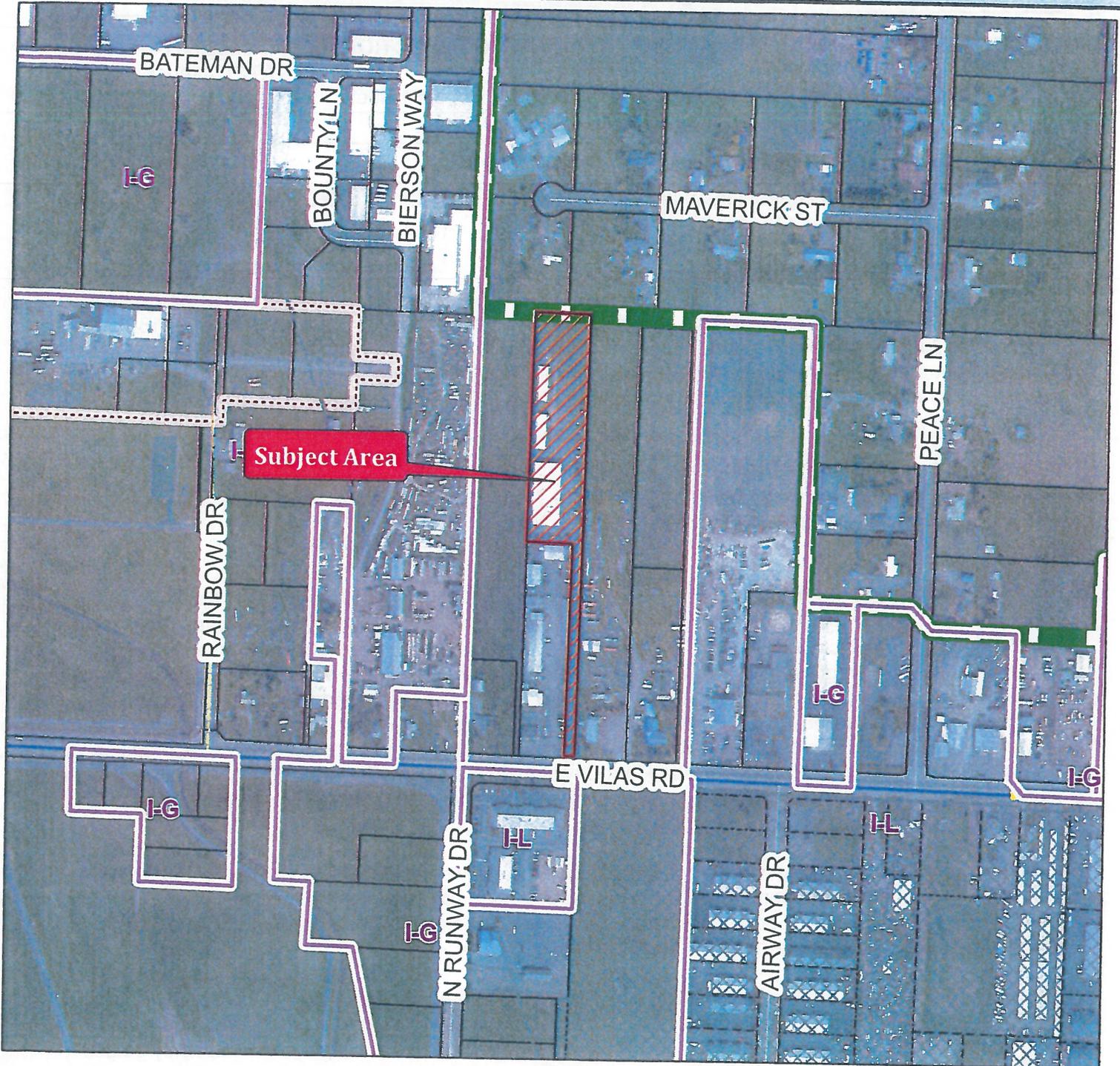
DRAWN BY: JEH
CHK BY:

ORIGIN:

ROTATION: 0°
JOB#: 17221FM

Sheet 1 of 2.

L.J. FRIAR & ASSOCIATES P.C.
CONSULTING LAND SURVEYORS
PO BOX 1947, PHOENIX, OR 97535
(541) 772-2782
lfriar@charter.net



Project Name:

Quantum Innovations/ CHUNK LLC

Map/Taxlot:

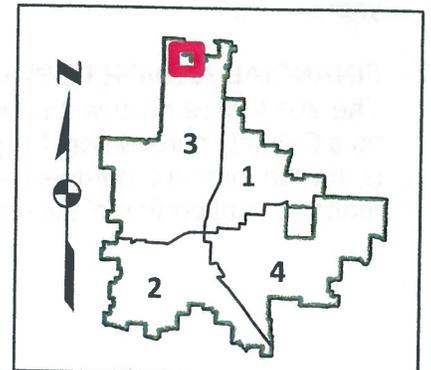
361W31C TL 4500



09/21/2017

Legend

-  Subject Area
-  Medford Zoning
-  Tax Lots





CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.3

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TIMING ISSUES

The project will start as soon as possible. All work performed by ORW Architecture will be completed no later than August 31, 2018 to allow for adequate time of review by City departments and the creation of accurate budget considerations based on the report.

COUNCIL OPTIONS

- Approve the contract as presented.
- Amend the contract as presented.
- Deny the project and provide direction to staff.

STAFF RECOMMENDATION

Staff recommends approval of the CIP award to ORW Architecture as described.

SUGGESTED MOTION

I move to authorize the City Manager to enter into a contract with ORW Architecture in the not-to-exceed amount of \$193,497 for the completion of a space needs analysis for the City.

EXHIBITS

Ordinance
Request for qualifications
ORW proposal
Contract

ORDINANCE NO. 2018-04

AN ORDINANCE awarding a contract in an amount not to exceed \$193,497 to ORW Architecture for a space needs assessment study of city departments.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a contract in an amount not to exceed \$193,497 for a space needs assessment study of city departments, which is on file in the City Recorder's office, is hereby awarded to ORW Architecture.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2018.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

**REQUEST FOR
QUALIFICATIONS
(RFQ)**

**ARCHITECTURAL AND ENGINEERING
CONSULTANT SERVICES:
CITY OF MEDFORD FACILITIES MASTER PLAN
AND SPACE NEEDS ASSESSMENT**



RFQ 17-017 FM

RFQ CLOSING DATE: October 31, 2017, 2:00 PM, Local Time

NO LATE RESPONSES WILL BE ACCEPTED

SUBMIT TO:
City of Medford
Jennifer Huston
Purchasing Agent
411 W. 8th Street, Suite 380
Medford, Oregon 97501

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

City of Medford, Oregon

**REQUEST FOR
QUALIFICATIONS**

For

Architect and Engineering Consultant

Services: City of Medford Facilities Master

Plan and Space Needs Assessment

Submittals Due: October 31, 2017, 2:00 PM, Local Time

Submittals will be marked with RFQ Project Title and shall be delivered electronically through the City of Medford BidSync or via hard copies as instructed below.

Hard copy submittals shall include: one (1) original and seven (7) complete copies plus one thumb drive of the response to:

Jennifer Huston
Office of Purchasing
411 W. 8th St, Suite 380
Medford, Oregon 97501
Phone: (541) 774-2035
Email: purchasing@cityofmedford.org

Refer questions to the following:

Jennifer Huston
Purchasing Agent
Email: purchasing@cityofmedford.org

James Bryant
Facilities Management Superintendent
Email: james.bryant@cityofmedford.org

GENERAL INSTRUCTIONS AND CONDITIONS

INVESTIGATION – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this Request for Qualifications.

SPECIAL CONDITIONS – Where special conditions are written in the Request for Qualifications, these special conditions shall take precedence over any conditions listed under the Professional, Technical and Expert Service "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR QUALIFICATIONS – Proposers who request a clarification of the RFQ requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this RFQ, or present them verbally at a scheduled pre-submittal meeting, if one has been scheduled. The City must receive written questions no later than seven days prior to the submittal deadline. The City will issue a response in the form of an addendum to the RFQ if a substantive clarification is in order.

Oral instructions or information concerning the Request for Qualifications given out by City employees or agents to prospective Proposers shall not bind the City.

ADDENDUM - Any change to this RFQ shall be made by written addendum issued no later than 72 hours prior to the submission due date. The City is not responsible for any explanation, clarification or approval made or given in any manner except by addendum.

COST OF SUBMISSION – This Request for Qualifications does not commit the City to pay any costs incurred by any Proposer in the submission of a qualifications or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Qualifications.

CANCELLATION - The City reserves the right to modify, revise or cancel this RFQ. Receipt and evaluation of qualifications or the completion of interviews do not obligate the City to award a contract.

LATE SUBMITTALS – Submittals received after the scheduled closing time for filing will be retained unopened or returned to the Proposer unopened.

REJECTION OF SUBMITTALS – The City reserves the right to reject any or all responses to the Request for Qualifications if found in the City's best interest to do so. In the City's discretion, litigation between the City and a Proposer may be cause for rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's qualifications may have been scored. Proposals may also be rejected if they use subcontractors or sub consultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of qualifications for a preliminary determination of whether its proposal will be rejected.

CITY OF MEDFORD BUSINESS LICENSE – Successful Proposer shall obtain a current City Business License prior to initiation of contract and commencement of the work.

WORKERS' COMPENSATION INSURANCE - Successful Proposer shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER – Successful Proposers must abide by a policy of Equal Employment Opportunity Affirmative Action.

LOCAL CONTRACTING – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The City wants the residents of the State of Oregon to benefit from optimizing local commerce and services, and the local employment opportunities they generate.

RESIDENT RESPONDENT - Respondents will be required to attest as to whether they are resident or nonresident Respondents in accordance with provision of ORS 279C.365. Please use the City of Medford form.

CONFLICT OF INTEREST – A Proposer submitting qualifications thereby certifies that no officer, agent or employee of the City who has a pecuniary interest in this Request for Qualifications has participated in the contract negotiations on the part of the City, that the submission is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same Request for Qualifications, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

TYPE OF CONTRACT – A sample consulting/personal services contract for the City of Medford is attached hereto as Exhibit B; conditions and terms may be modified at the time of contract negotiations.

AWARD – Proposer selection may include, but is not limited to, negotiation with the highest ranked Respondent, competitive negotiations, multiple-tiered competition designed to identify a class of Respondents that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked responders, or any combination of methods, as authorized or prescribed by rules adopted under 279A.065.

CONFIDENTIALITY – All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the submittals for which Proposer requests exception from disclosure consistent with Oregon Law. Any portion of qualifications submission that the Proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, ORS 192.502 and/or ORS 646.461 et seq. If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the City's sole discretion, such a submission may be rejected as non-responsive.

If a request to inspect the qualifications submission is made, the City will notify the Proposer of the request. If the City refuses to release the records, the Proposer agrees to provide information sufficient to sustain its position to the County District Attorney, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the Proposer in order for the Proposer to take all appropriate legal action. The Proposer further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Proposer's records.

The City has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process. **These Professional, Technical and Expert Services Request for Proposal "General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.**

PART I

CONTRACT REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. INTRODUCTION

The City of Medford is seeking statements of qualifications from individuals, firms, team or consultants with demonstrated experience in public projects to provide Architectural and Engineering Services as they are needed.

2. SCOPE OF WORK

The City of Medford is seeking statements of qualifications from individuals, firms, team or consultants, hereafter called "Respondent(s)," with demonstrated experience in projects to provide architectural, facilities studies, asset review and documentation, and department space needs and forecasting services. The successful Proposer chosen by the evaluation committee shall negotiate a contract to provide space needs assessment, asset tracking, schematic design, and administration services that include the following list of tasks. This list is not all-inclusive and the Proposer shall incorporate additional tasks that may enhance the quality of the projects.

3. MANDATORY ITEMS

Respondent shall be responsible for obtaining RFQ documents and any addendum and to carefully examine the specifications and requirements. The City may publish addenda or additional requirements on any RFQ. Any respondent who receives an RFQ packet from a source other than shown within this RFQ must register on the City website to be added to the Plan Holder's list. Responses must follow the format outlined in this RFQ. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantiate way from the required format.

In response to this RFQ, the respondent shall include, in addition to the Exhibits identified below, all of the following items:

1. SOQ (Statement of Qualifications) shall be typed in no smaller than 12-pt font and shall not exceed 30 pages in length, 8.5 x 11 inches in size.
2. SOQ's should provide **clear, concise, and accurate** information on the following:
 - a. Name, location, and phone number of Architectural firm.
 - b. Description of firm, including organization, location of offices, and scope of services offered.
 - c. Provide the following:
 - i. Experience with types of work, including specific examples of projects successfully completed. Project examples shall show type, size, location and completion date (limit to past seven years).
 - ii. Names and qualifications of all key staff members that will be assigned to the project(s) for the projects' entirety. List other support staff by job classification and quantity.
 - iii. Names and qualifications of anticipated sub-architects. The contractor may be required to work closely with

task force and/or other departmental personnel. It is possible that the contractor will prepare outlines or rough drafts of certain products, which will be completed by task force or departmental staff.

- iv. Names of Architects on staff who are Registered Architects for the State of Oregon.
- v. List of other services provided as part of the services offered by the respondent.

4. PROJECT FUNDING

A Consulting/Personal Services Contract with a not-to-exceed amount will be negotiated with the successful Proposer. The City will use this information to determine funding and timelines for projects to be completed.

5. TIMELINE FOR SELECTION

The following are proposed dates as a timeline for the selection process:

Written Proposals Due at 2:00 PM, local time	October 31, 2017
Notification to Short List Proposers	November 8, 2017
Interviews	November 20 & 21, 2017
Selection Committee Recommendation	November 22, 2017
Contract Negotiation with Successful Proposer	November 28 – 30, 2017
Award/Notice to Proceed	January 2, 2018

The City reserves the right to adjust the schedule as noted above.

PART II

QUALIFICATION PREPARATION AND SUBMITTAL

Questions and requests for clarification regarding this Request for Qualifications must be directed to the individuals listed below. **The deadline for submitting such questions/clarifications is October 24, 2017.** An addendum will be issued no later than seventy-two (72) hours prior to the proposal due date to all recorded holders of the RFQ if a substantive clarification is in order.

Jennifer Huston
Purchasing Agent
jennifer.huston@cityofmedford.org

James Bryant
Facilities Management Superintendent
james.bryant@cityofmedford.org

QUALIFICATIONS SUBMISSION

Responses to the Request for Qualifications must be received no later than the date and time, and at the location, specified on the cover of this solicitation. It is the Respondent's responsibility to ensure that responses to the RFQ are received prior to the specified closing date and time, and at the location specified. The outside of the envelope shall plainly identify the subject of the response. Responses to the RFQ received after the specified closing date and/or time shall not be considered and will be returned to the Respondent or held unopened. The City shall not be responsible for the proper identification and handling of any response submitted to an incorrect location.

Responses must be clear, succinct, and shall not exceed thirty (30) pages (8 1/2" X11") and use a font size for type no smaller than 12 pt. Section dividers, title page, and table of contents do not count in the overall page count of the response. Respondents who submit more than the pages indicated may not have the additional pages of the response read or considered. Upon selection for an Oral Interview, Respondents may bring larger format presentation boards or alternate forms of presentation but all materials submitted shall be reproducible to 8 1/2 X 11 formatting and shall become the property of the City.

For purposes of review and in the interest of the City goals for sustainability that Respondents use submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled products and the City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Respondents are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but black and white printing or copying should not lose content. All submittals will be evaluated on the completeness and quality of the content. Only those Respondents providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Respondents must provide all information as requested in this Request for Qualifications (RFQ). Responses must follow the format outlined in this RFQ. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Qualification responses shall be organized in the following manner and shall address each item listed in the Evaluation Criteria (Exhibit A):

1. Specialized experience, capabilities & technical competence
2. Project Team (resources committed, and time allocated to projects)
3. History: Past performances, including, but not limited to: quality of work, ability to meet schedules, cost control, and examples of

- large space needs assessment projects within the last seven years (including multiple departments and buildings) and what staff members were responsible for those projects
4. Proposed project management techniques.

EVALUATION CRITERIA

By submitting a response, the Respondent is accepting the terms of the Request for Qualifications and its attachments.

In addition to the requirements listed to satisfy the evaluation criteria a cover letter shall be submitted. The Cover Letter must include the following:

- RFQ Title
- Name(s) of the person(s) authorized to represent the Proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and fax numbers and email address

PART III

PROPOSAL EVALUATION

SECTION A

EVALUATION PROCESS AND SELECTION

1. EVALUATION CRITERIA

Each proposal shall be evaluated on the evaluation criteria, weighting and maximum points, as shown in the Evaluation Criteria that follows in Exhibit A.

2. PROPOSAL REVIEW

An evaluation review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to: input from technical advisors, to assist in the evaluation process.

The successful Proposer shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals. The evaluation is a qualification based selection process.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- c. The committee will require a minimum of five (5) working days to evaluate and score the written proposals.
- d. A short list of Proposers, based on the highest scores, will be selected for oral interviews.
- e. Final scores, based on the same evaluation criteria, will be determined following the oral interviews.

All communications shall be through the contact(s) referenced in the RFQ.

For contracts over \$100,000, the evaluation committee's recommendation for contract award will be submitted to the Medford City Council for approval. The City has the right to reject any or all proposals for good cause, in the public interest.

3. CLARIFYING RESPONSE DURING EVALUATION

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

SECTION B

CONTRACT AWARD

1. SELECTION

As a matter of qualifications-based selection (QBS) the City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the Proposal if it appears a n agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

2. CONTRACT

The response provided by the successful Respondent may become a part of the final contract. The form of contract shall be the City's Standard Contract.

3. AWARD REVIEW AND PROTESTS

REVIEW

Following the Notice of Intent to Award, the public may view qualification responses documents, however, any proprietary information so designated by the Respondent as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 eq seq., will not be disclosed unless the County District Attorney determines that disclosure is required. At this time, Respondents not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS OF CONTRACT AWARDS:

Protests may be submitted to the City Manager only for formal solicitations resulting in contract(s) only from those Respondents who would receive the contract if their protest was successful.

Protests must be in writing and received by the City Manager within seven (7) calendar days following the date the City's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its response or the winning response was incorrectly scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Respondent who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The City Manager may waive any procedural irregularities that had no material effect on the selection of the proposed contractor, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any response or require the City to cancel the solicitation and begin again to solicit qualifications. The City Manager shall create a written opinion on the protest and forward the opinion to the Local Contract Review Board (City Council) for further action. In the event the City Council returns the matter to the evaluation committee, the City shall issue a notice canceling the Notice of Intent to Award.

Decisions of the City Council are final and conclude the administrative appeals process.

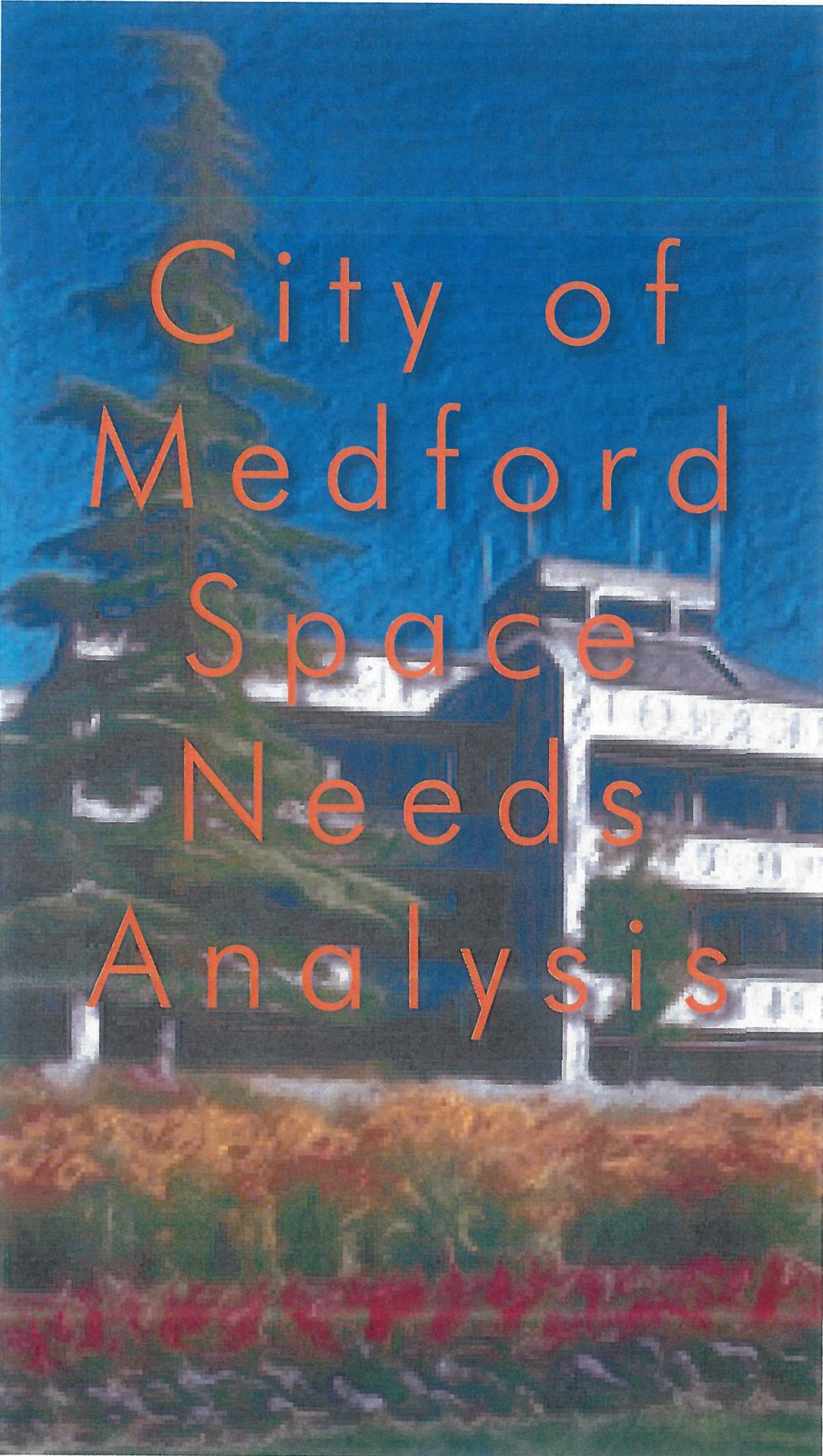
EXHIBIT A

ARCHITECT & ENGINEERING EVALUATION SCORING

Proposals will be evaluated on the basis of the following areas and points assigned:

<u>Evaluation Criteria</u>	<u>Maximum Possible Points</u>
1. Specialized experience, capabilities & technical competence.	20
2. Project Team: resources committed and time allocated to project(s).	15
3. History: Past performances, including, but not limited to: quality of work, ability to meet schedules, cost control, and examples of large space needs assessment projects within the last seven years (including multiple departments and buildings) and what staff members were responsible for those projects.	25
4. Proposed project management techniques.	<u>15</u>
Total SOQ Evaluation Score:	75

<u>Factors</u>	<u>Maximum Possible Points</u>
1. SOQ Evaluation Score	75
2. Interview	<u>25</u>
Total SOQ Evaluation/Interview Score:	100



City of Medford Space Needs Analysis

ORW
ARCHITECTURE



Request for
Qualifications:

Architectural
and Engineering
Consultant Services

City of Medford
Facilities Plan
and Space Needs
Assessment

Medford, Oregon

31 October 2017

31 October 2017

Jennifer Huston
Office of Purchasing
City of Medford
411 W 8th Street, Suite 380
Medford, OR 97501



RE: Request for Qualifications - Architectural and Engineering Consultant Services
City of Medford Facilities Master Plan and Space Needs Assessment

Dear Ms. Huston, Mr. Bryant, and members of the selection committee:

When City staff have positive work environments, they serve their communities optimally. When City leaders have clear data about the conditions of their buildings, they can proactively plan public investments. When buildings are well organized and welcoming, they foster more collaboration and efficiency for everyone.

City leaders need comprehensive planning tools to prioritize projects, and create conditions where City staff thrive. The ORW Architecture team has decades of experience helping jurisdictions plan for the future. We will develop a clear picture of what you have, what you need, and a path to achieve it.

Our team brings strong planning and assessment experience. Jackson County, Ashland Public Schools, and the Oregon Shakespeare Festival are a few of the clients we've served with a similar scope of work. We collaborate with City staff and Department leaders, comprehensively assess existing buildings, identify space needs for future growth, and create space planning layouts.

We understand public work. We enjoy the complexity of public sector work. We know the City of Medford's people and processes, and we understand the responsibility of delivering excellent planning tools that will shape our community.

We hope through this proposal we convey our depth of experience, and our interest in envisioning how the City's physical assets can best accommodate future growth and public service. We are eager to serve the City of Medford and can engage the project immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana Ing Crawford". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Dana Ing Crawford AIA LEED AP
Principal Architect

Dana will serve as Principal for the Project and is authorized to represent ORW Architecture in negotiations and sign contracts. Dana may be reached at 541-779-5237 x 17 or dana@orwarch.com. ORW's fax number is 541-772-8472.

Who We Are

ORW Architecture is the largest full-service Architecture firm in Southern Oregon, and the primary local firm for completing public projects. We offer the most qualified staff in the region including six licensed architects, five LEED (Leadership in Energy and Environmental Design) accredited professionals, a certified plans examiner, a post-earthquake examiner, two Document Technologists from the Construction Specifications Institute, and an expert in Public Involvement.

Specialized Experience

Our team brings a passion for public service, decades of relevant planning experience, and exceptional competence in documenting Facilities Master Plans, space need studies, and building assessments. Please refer to the History and Past Performance section of this proposal for a summary of our planning experience. In addition, we offer special depth in:

Relevant Experience: We've completed large-scale facility master plans for Jackson County, Josephine County, Ashland Schools, Medford Schools, the Oregon Shakespeare Festival, and the Ashland YMCA. We've completed dozens of space needs studies; the most recent are for the City of Ashland, the City of Phoenix, and the City of Crescent City. Building assessments are standard for most of our renovation projects which accounts for approximately half of our work, and we have performed large-scale assessments for Jackson County, Josephine County, and Ashland Schools.

Communication: Change can be invigorating for some, and provoke anxiety in others. In a large-scale Facilities Master Plan, it's important to communicate an overview of the project with Department staff, set expectations, and share progress. Our project leader, Dana Crawford, will establish project objectives and milestones with the City's Project Manager, lead discussions with staff, and share updates.

Experience working with the City of Medford: We know many of the staff, most of the City's buildings, and understand City processes and billing procedures. We can present findings to City Council or Administrators as requested.

Building Materials and Forensics: Our Senior Document Technologist, Dave Stevens, will be assessing buildings and is a specification writer. He brings additional technical depth in understanding material incompatibility. Another staff architect, Warren Barnhart, specialized in discovering building envelope deficiencies and leaks. Both are adept at identifying building problems quickly.

Specialized Experience

Energy Efficiency: Two of our core team members are LEED (Leadership in Energy and Environmental Design) accredited professionals, and can offer recommendations on how to improve energy efficiency, and identify what is and isn't required by code.

Accessibility: One of our principals is a code expert and Certified Plans Examiner, including accessibility assessment and compliance.

We propose a core team of four ORW staff that will manage the project, perform space planning concepts, and assess buildings. We also include structural, mechanical, electrical, and plumbing engineers to supplement the building assessments. If requested, we can expand the team to assess fire alarm and fire sprinkler systems. Our team members and their roles are:

time
commitment



50%

Dana Ing Crawford, AIA, LEED AP – Project Manager and Space Planner

Dana brings over 20 years of master planning, programming, and space planning experience for clients such as the University of Washington, the City of Eugene, the Oregon Shakespeare Festival, and the City of Ashland. She will meet with the City's Project Manager to confirm project objectives and deliverables, perform space planning concepts, and manage the team.



15%

J. David Wilkerson, AIA LEED AP – Building Assessments

David led the building assessment effort for the Ashland Schools Assessments, and was Principal In Charge for the Medford Police Station and Fire Stations. He will design the assessment process, and oversee the assessment documentation.



40%

Dave Stevens, Senior Document Technologist – Building Assessments

Dave will perform the on-site building assessments along with our engineering partners and additional ORW team members. Dave is a Certified Document Technologist and materials expert. His technical depth allows him to efficiently assess and document building conditions.



50%

Sarah Whitticar, Associate AIA - Space Planning and Assessment Support

Sarah will support all aspects of the project, including Department meetings, space planning, building assessments, and generating deliverables.

Jason Prins – Structural Engineer

Structural Solutions, Inc

As principal engineer at Structural Solutions, Jason will provide Tier 1 structural observations and more comprehensive Tier 2 structural assessments as needed.

Jake Maxey – Electrical Engineer

ArcSine Engineering

Jake will document existing electrical conditions including lighting, electrical systems and panels, future needs as dictated by space needs (e.g. power upgrades required by elevators, additions, etc.), and identify lifespans for major electrical items.

John Keller – Mechanical Engineer

ArcSine Engineering

John will document existing mechanical conditions including furnaces, chillers, ductwork, zoning problems, future needs as dictated by space needs (e.g. major mechanical reconfigurations or replacements), and identify lifespans for major mechanical items.

Aaron Mueller - Plumbing Engineer

ArcSine Engineering

Aaron will document existing plumbing conditions including visible pipes, plumbing fixtures, future needs as dictated by space needs, and identify lifespans for major plumbing items.

Record of Performance

Public architecture carries a strong responsibility that is not for the faint of heart. It must serve the agency and meet project objectives, be defensible and of the highest quality, and be delivered on time and on budget. The ORW Architecture team brings a long history of successful projects that meet cost, quality, and timeline expectations. Repeat projects for government agencies is one indicator of our strong professional record, including multiple projects for the City of Medford, the City of Ashland, the City of Grants Pass, Jackson County, Josephine County, Siskiyou County, and others. We work within the contractual requirements of each agency, meet deadlines, and deliver high quality work. Our professional record extends to private organizations, where past performance has resulted in repeat projects for clients such as Lithia Motors, Ashland YMCA, and the Oregon Shakespeare Festival.

Quality of Work

Government agencies and their consulting partners are responsible for producing high quality studies that ultimately shape our communities. As our references can attest, we are a highly qualified team dedicated to producing strong work. For Medford's Facilities Master Plan and Space Needs Assessment, we will share draft deliverables with the City's Project Manager in advance of deadlines

Cost Control

When it comes to construction, Southern Oregon is a micro-economy that fluctuates more than larger metropolitan areas. If cost estimates are desired for the Facilities Master Plan, we will select a local contracting partner to develop cost projections for future work, and include estimated escalation to account for cost increases over time.

Project History

Within Southern Oregon, we offer the strongest experience in facility master plans and space needs assessments, particularly with governmental clients. Some of our relevant projects are listed below with the lead team member and year completed. Additional detail for highlighted projects are shown on the following pages.

Oregon Shakespeare Festival Master Plan - 2016-2017
Dana Crawford and David Wilkerson

Ashland YMCA Facility Master Plan - 2017
David Wilkerson

City of Ashland Space Needs Study - 2016
Dana Crawford

Ashland Public Schools - 2005-2010
David Wilkerson

Medford 549C School Facility Assessments - 2004
David Wilkerson

Jackson County Facilities Master Plan - 2006
David Wilkerson/K. Ogden

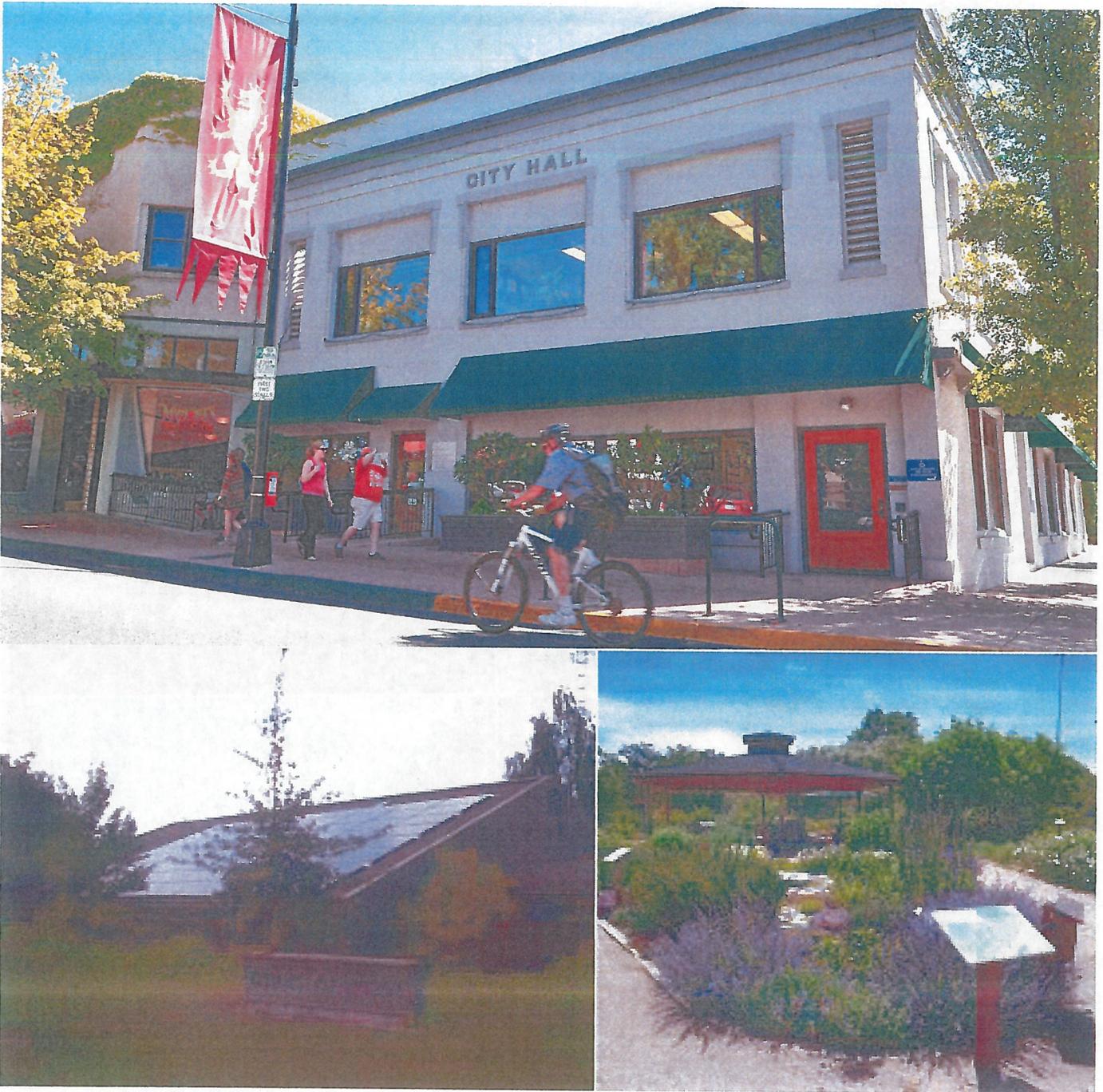
Josephine County Facilities Master Plan - 2006
David Wilkerson/K. Ogden

Siskiyou County Space Needs - 2008
David Wilkerson/K. Ogden



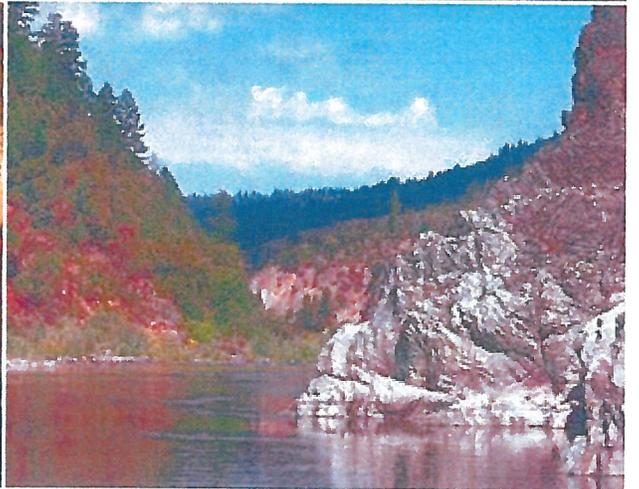
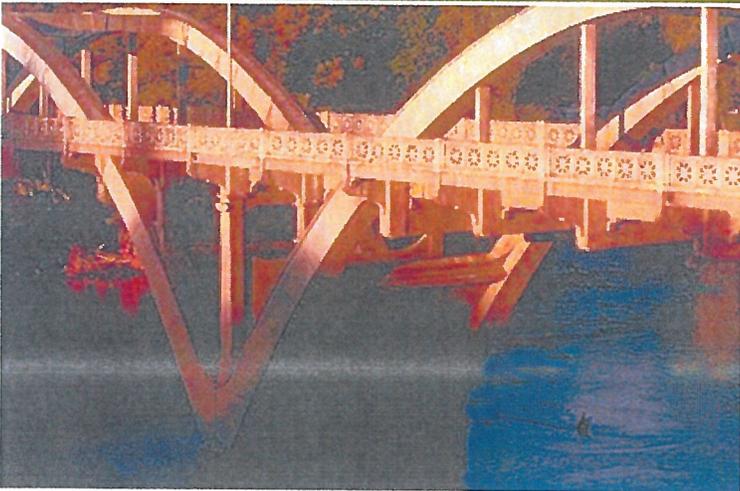
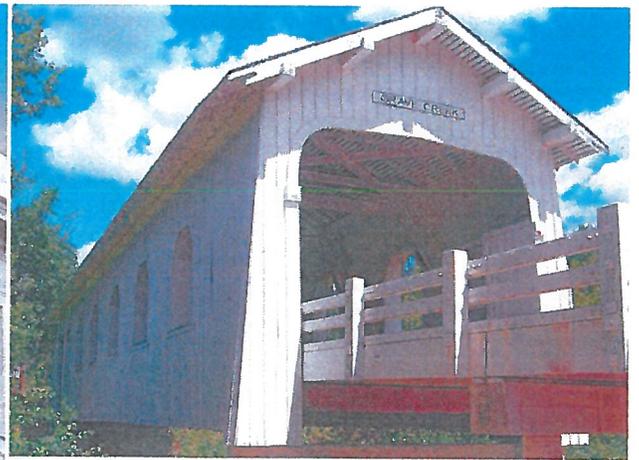
Oregon Shakespeare Festival - Space Needs Analysis and Master Plan

The Oregon Shakespeare Festival is an exceptionally dynamic organization that has grown in multiple buildings over time. OSF wanted to address the crowding and fragmentation of departments in multiple buildings, and hired ORW to establish a holistic view of all departmental space needs, and enhance and organize their existing buildings. ORW met with leaders and staff of 17 groups representing 26 Departments, documented existing conditions in 10 existing buildings, created space plan layouts for all departments, and proposed a phasing plan to implement the work. The new space plans included layouts for all existing buildings, an addition to the Bowmer theatre, and concepts for 3 new buildings.



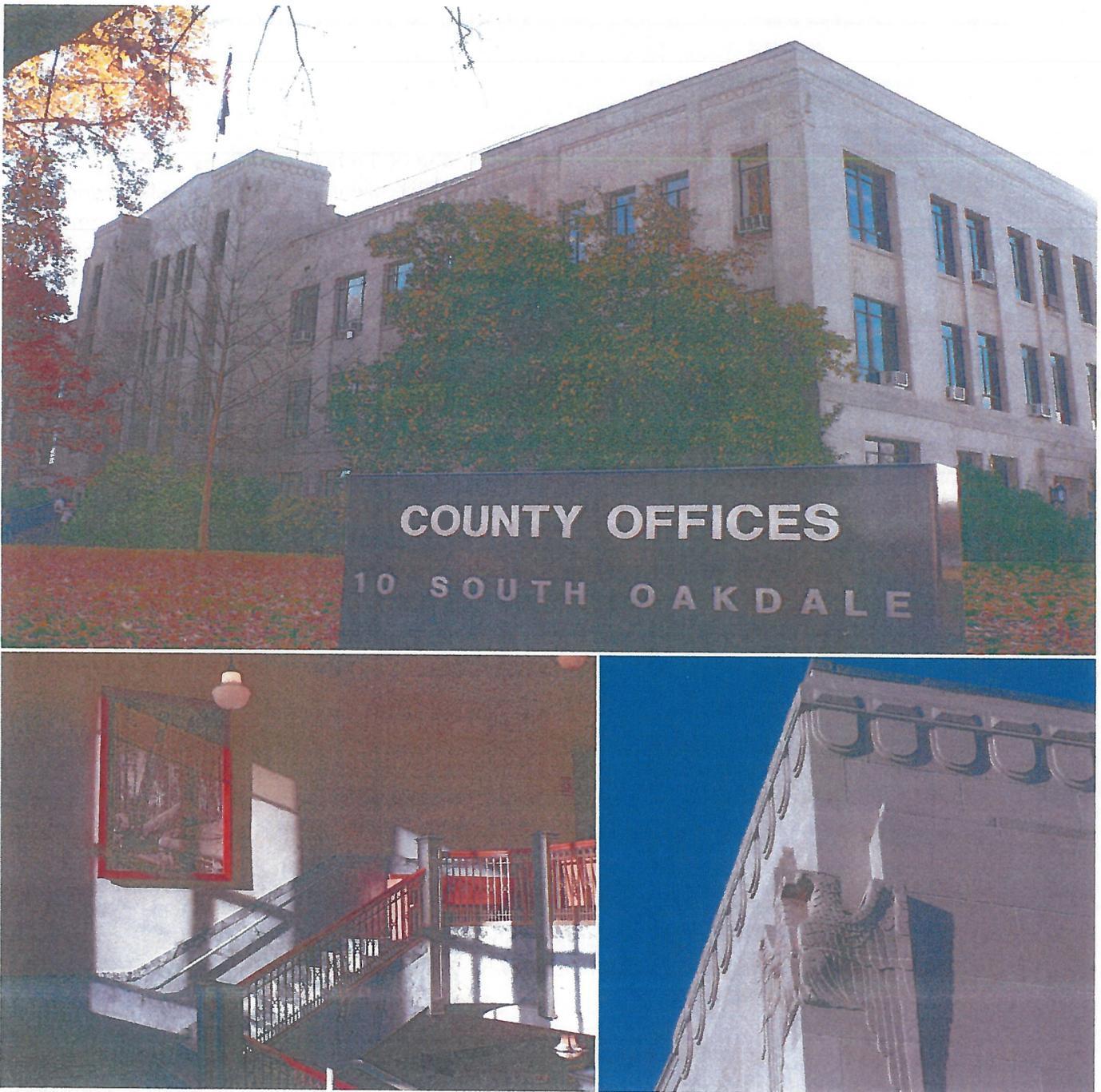
City of Ashland Facilities Study and Master Plan

ORW provided a master plan and facilities study for the City of Ashland. ORW performed needs assessments of each city department, and surveyed all city facilities - over 90 city-owned properties. Interviews were conducted with each department manager and key staff to determine the efficiency and adequacy of their current spaces. Building and space plans were created for each city owned building and noted as to each department's usage. 5, 10, 15 and 20 year needs projections were then developed for each department. The facilities study looked at existing conditions, life expectancy, and code compliance issues at each building. Throughout this process, the project team conducted several community forums in an effort to educate the public as to the process and obtain their input. A steering committee comprised of city staff and citizens reviewed all of the preparing a recommendations on to the City Council as to a prudent course for the future.



Josephine County Facilities Study

ORW Architecture was retained to analyze all of the property holdings of Josephine County. Developed properties were studied to determine the efficiencies for the departments housed within. Each department manager was interviewed, along with select staff, to explain the challenges that their existing conditions presented and how it affected their ability to conduct business. Five, ten and twenty-year growth was also taken into consideration. Existing square footages were compared to required square footage, and new layouts or relocations were recommended. The primary focus concentrated on the existing County Courthouse, Judicial Building and a new facility for State Courts. Potential costs, including inflation, were also incorporated into the recommendations, providing the county with a road map for future growth.



Jackson County Facilities Assessment & Courthouse Remodel

ORW Architecture developed a space needs program for the majority of Jackson County departments (Administration, IT, Facilities, Councilors, Assessor, Auditor, Surveyor) to be housed in the historic Jackson County Courthouse. The program included optimal methods for interfacing with the public, right-sizing existing conditions (for spaces under or over standard space guidelines) and accounting for vacated positions and projected future growth. Ideal plan configurations were developed for each department along with phasing plans and design documents to implement the seven phase remodel over a 5 year period.

Proposed Management Techniques

Project Team and Workplan

Identify Project Stakeholders and Key Decision Makers:

In any undertaking such as this, one of the first techniques we use to facilitate the project is to work with the client to identify project stakeholders - those who have a genuine interest in the project's successful outcome. In conducting facility studies and needs assessments, this group is customarily comprised of engaged users at existing sites, or chosen delegates for larger groups. In addition, key management personnel are often involved in the effort to identify strategic goals, existing constraints and issues, and potential opportunities to affect organizational change. Involved managers can also explain the potential effects of change policies on future operations and space needs. In general, the stakeholders group is made up of an organization's staff; in the case of a government entity, the group could also include interested community members or staff members of allied organizations

With the assembly of the larger stakeholder group, it is important that key decision makers be identified. Having a streamlined group empowered to make decisions on behalf of the larger group is an important aspect of assuring efficiency and timely progress of the assessment and planning efforts. These decision makers may part of the larger stakeholders group, or specified management personnel may be put in place to review the opinions of the group and the work of the project team and provide feedback and steer the final results.

Create a Workplan:

With the stakeholder and decision makers in place the work of creating the framework for the overall effort can begin. Our intention is always to tailor the problem-solving process to the unique parameters that define the situation and the audience who will eventually make use of the information provided.

The work plan should first and foremost establish the overall goal of the City in undertaking this effort provide and broad outline of the work product and the process to create it. In addition the workplan will include the frequency of meetings - both stakeholder check-ins and smaller meetings with individual program or department groups, expected deliverables - print or electronic media.

The finished workplan will also include a proposed schedule including milestones and dates of completion for each of the major aspects of the effort.

Proposed Management Techniques

Provide Progress Updates:

While ORW expects to be working closely with the City's Project Manager and other City staff throughout the project, ORW will also provide periodic email updates to the City's Project Manager summarizing work completed and progress on the Workplan.

Draft deliverables:

ORW will share drafts of work in progress and in advance of deadlines, including quantitative space needs, space plan layouts, and building assessments.

Project Approach

Our approach as outlined below involves a clear process with users, a rigorous analysis of existing buildings, and creative design solutions.

Process: Communication and Exploration

Most successful facility master plans need substantial user involvement, which facilitates understanding and ownership. Our process involves hosting two or three efficient meetings with each Department, documenting needs quantitatively and qualitatively, exploring space plan concepts, and sharing progress with each Department. Department meetings and objectives are:

Meeting 1: Share overall project objectives and timeline. Identify projected growth of staff and services, discuss what does and doesn't work with the current configuration, discuss ideal space adjacencies within the department and with other departments.

Meeting 2: share quantitative space needs for current and future growth, adjacency diagram, and space plan concept/s.

Meeting 3: if needed, refine space plan concept and host additional meeting.

Proposed Management Techniques

Analysis: Existing Building Conditions

To thoroughly understand the condition of the City's buildings, our team of architects and engineers will traverse across roofs, through crawlspaces, and everything in between. We will photograph existing conditions, illustrate deficiencies on a floor plan, and describe conditions or needs in a report. Depending on the condition of the facility and the depth of study desired, the existing conditions survey may include:

- Building envelope (roof, exterior walls, windows and exterior doors)
- Structural integrity (observations and/or assessments of structural conditions)
- Accessibility issues (variations from the American Disabilities Act)
- Energy efficiency (recommendations for insulation, window and door upgrades, lighting, mechanical and electrical systems)
- Survey of finishes (conditions of flooring, ceiling, counters, and walls)
- System upgrades (condition, functionality, and expected lifespan of lighting, mechanical, electrical, and plumbing systems)
- Indoor air quality issues (identifying material, moisture, or ventilation issues)
- Safety issues (fire and tripping hazards, life-safety and building egress concerns, railings, site or parking lot issues)

Synthesis: Creative Problem Solving

Space planning is a three-dimensional puzzle that can offer surprising solutions. For the Oregon Shakespeare Festival, we identified a building that could be structurally enhanced while gaining additional area by introducing a mezzanine. For Ashland Schools, we saved a historic elementary school and solved an accessibility challenge by introducing a ramped addition across a long sloping site, saving the District time and money and maintaining a beloved community asset. After gathering space need information and surveying existing City buildings, we will look for creative opportunities that optimize how Departments function, transform existing buildings, and save money.

We invite you to contact our previous clients to discuss our design and technical competence, and our commitment to a project's success.

"We have found the leadership and staff at ORW easy to work with, as they provided the utmost professionalism and solutions in making each of their projects a success"

Brian Sjothun, City Manager
City of Medford

Oregon
Shakespeare
Festival

Ted DeLong
General Manager
541.482.2111 x 280
Ashland, Oregon
tedd@osfashland.org

"My staff and I were continually impressed with the work ORW performed from the very early stages of the project to well-beyond what one might consider the completion."

Joe Henner, Director of Public Safety
City of Grants Pass, Oregon

Ashland Family
YMCA

Lisa Molnar
Executive Director
541.482.9622
Ashland, Oregon
lisa@ashlandYMCA.org

Jackson County

Rick Isner
541.210.3856
rick.isner@cityofmedford.org

"ORW educated themselves with our specific functional and communications need along with the extensive structural and system requirements required for an Essential Facility. They provided a very responsible design solution and concise documents for what is now a state of the art facility."

Margie Moulin, Executive Director
Emergency Communications of Southern Oregon, 911

City of
Medford

Brian Sjothun
City Manager
Medford, Oregon
541.774.2401
brian.sjothun@ci.medford.or.us

Medford Fire
and Rescue

Brian Fish
Fire Chief
City of Medford, Oregon
541.774.2300
brian.fish@cityofmedford.org

As a rapidly growing organization I knew that we needed world class design services. Yet, with a focus on Southern Oregon we wanted a local firm to design our project. I was not sure that a "local" world class firm would be a possibility. We are honored to partner with ORW on our project and believe they exemplify the strengths of the very best architectural firms."

Gene Pelham, CEO
Rogue Credit Union

Medford Police
Department

Randy Sparacino
Chief of Police
City of Medford, Oregon
541.774.2250
randy.sparacino@cityofmedford.org

Grants Pass
Public Safety

Joe Henner
Director of Public Safety/Chief
541.660.2006

CONSULTING SERVICES/PERSONAL SERVICES CONTRACT

for
City-Wide Space Needs and Asset Management

THIS AGREEMENT, made this _____ day of _____, 20____, by and between Ogden Roemer Wilkerson Architecture, a company in the State of Oregon, hereinafter referred to as "CONTRACTOR", and the CITY OF MEDFORD, a municipal corporation in the State of Oregon, hereinafter referred to as "CLIENT".

Article 1. The Work

The CLIENT hereby agrees to engage the CONTRACTOR to perform the technical and/or professional services as hereinafter set forth. CONTRACTOR is not an employee of the CLIENT.

TOTAL: \$193,497.00

Article 2. Scope of Services

The CONTRACTOR shall perform the services set forth in Exhibit "A", entitled Scope of Services, attached hereto and by reference incorporated herein and made a part hereof. CONTRACTOR is employed to render a professional service only, and any payments made to the CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the work. Except as otherwise agreed by the parties, CONTRACTOR shall follow the usual and customary practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

Article 3. Time of Performance

The services of the CONTRACTOR are to commence immediately after the date of this Agreement. The work shall be completed in accordance with the schedule developed by the parties hereto and contained in the schedule of performance and all work covered by this Agreement shall be completed within eight months from the date of this Agreement.

Article 4. Personnel

- A. The CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. CONTRACTOR shall be responsible to ensure that it and any subcontractors comply with all applicable Federal, State and local laws regarding employee wages, hours,

benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279B and 279C are attached hereto as Exhibit "B" and incorporated herein by reference.

- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT except.

Article 5. Compliance with Laws and Regulations

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to possession of a valid City of Medford business license, in any manner affecting the conduct of the work, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the work.

Article 6. Federal Requirements and Provisions

Notwithstanding any other provision hereof, any applicable federal laws, rules or regulations are to govern in any case where federal funds are involved and the federal laws conflict with any provision hereof.

Article 7. Compensation

The CLIENT shall compensate the CONTRACTOR in a monthly lump sum payment as a percentage of completion by task. Payment to CONTRACTOR is due upon presentation of invoice to CLIENT and is to be made within thirty (30) days of acceptance of invoice.

Article 8. Payment to Contractor and Extras

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), and in consideration of the faithful performance of the work herein embraced and provided for, as set forth in this contract, solicitation, general specifications and special provisions, notice to contractors, and plans which are a part thereof, in accordance with the directions of the CLIENT and to its satisfaction, CLIENT agrees to pay to CONTRACTOR the amount earned by CONTRACTOR under said contract, as provided in the general specifications and special provisions attached. All payments will be made at the times and in the manner provided in the general and special provisions incorporated herein and in accordance with the regulations of CLIENT in regard to the payment of claims, which regulations provide, among other things, that all claims against CLIENT shall be submitted to CLIENT upon vouchers.

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefor have been authorized in writing in advance.

Article 9. Data to be Furnished

All information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined in Exhibit A hereof shall be made available to the CONTRACTOR without charge by the CLIENT, and the CLIENT shall cooperate in the carrying out of the work without undue delay.

Article 10. Changes

The CLIENT may from time to time request changes in the scope of the services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the CONTRACTOR, shall be mutually agreed upon by and between the parties hereto and shall be incorporated as written amendments to this Agreement.

Article 11. Suspension of Work

CLIENT may suspend, in writing, all or a portion of the work under this Agreement if unforeseen circumstances beyond CLIENT'S control make normal progress of the work impossible. CONTRACTOR may request that the work be suspended by notifying CLIENT, in writing, of circumstances that are interfering with the normal progress of work. CONTRACTOR may suspend work on Project in the event CLIENT does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 12.

Article 12. Termination of Work

CLIENT may terminate all or a portion of the work covered by this Agreement for its convenience. CLIENT or CONTRACTOR may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of CLIENT, become its property. If requested by CLIENT, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONTRACTOR shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that CLIENT shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONTRACTOR shall be liable to CLIENT for any damages resulting from CONTRACTOR'S breach of its obligations under this contract.

Article 13. Default

If CONTRACTOR fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient workmen or equipment or with sufficient materials to insure the prompt completion of the work, or shall neglect or refuse to remove and replace materials or work that have been rejected as defective or unsuitable, or shall discontinue the prosecution of the work or if CONTRACTOR shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against CONTRACTOR unsatisfied for a period of forty-eight hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever, shall not carry on the work in an acceptable manner, CLIENT shall give notice in writing to CONTRACTOR and CONTRACTOR'S surety of such delay, neglect or default, and if CONTRACTOR, within a period of ten days after such notice shall not proceed in accordance therewith, then CLIENT in addition to the rights and remedies to which CLIENT may be entitled by law for the enforcement of its rights hereunder or upon breach of covenant shall have full power and authority, without violating this contract, to take the prosecution of the work out of the hands of CONTRACTOR, to appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may award a contract for the completion of this contract according to the terms and provisions hereof, or use such methods as in its opinion shall be required for the completion of this contract, in an acceptable manner. All costs and charges incurred by CLIENT together with the costs of completing the work under the contract, shall be deducted from any money due or which shall become due said CONTRACTOR. In case the expense so incurred by CLIENT shall be less than the sum which would have been payable under the contract, if it had been completed by CONTRACTOR hereunder, then CONTRACTOR shall be entitled to receive the difference less any damages for delay to which CLIENT may be entitled, and in case such expense shall exceed the sum which would have been payable under the contract, CONTRACTOR and the surety shall be liable and agree to and shall pay CLIENT the amount of said excess with damages for delay of performance, if any. CONTRACTOR shall not make any disposition of the plant, machinery, tools, appliances, supplies or materials used on or in connection with the work, whether by sale, covenants, or encumbrance, inconsistent with the provisions of this contract.

The contract may be canceled at the election of CLIENT for any failure or refusal on the part of CONTRACTOR to faithfully perform this contract according to its terms and conditions.

Article 14. Non-Appropriation

Notwithstanding the termination provisions and the Default section above, termination may occur for non-appropriation. Specifically, all CLIENT obligations to spend money under this contract are contingent upon future appropriations as part of the CLIENT budget process and local budget law, and the failure of the Council and Budget Committee to make the appropriation shall necessarily result in termination of this contract. As such, in the event insufficient funds are appropriated for the payments under this contract, then the CLIENT may terminate this contract at the end of its current fiscal year, with no further liability or penalty to the CLIENT. The CLIENT shall deliver written notice to CONTRACTOR of such termination no later than thirty (30) days from the determination by the CLIENT of the event of non-appropriation.

Article 15. Interest of the Contractor

The CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONTRACTOR further covenants that in the performance of this work no person having any such interest shall be employed.

Article 16. Findings Confidential

No report, information, or other data given to or prepared or assembled by the CONTRACTOR pursuant to this Agreement which the CLIENT has requested be kept confidential, shall be made available to any individual or organization by the CONTRACTOR without the prior written approval of the CLIENT.

Article 17. Subletting or Assignment

Neither of the parties hereto shall assign, sublet or transfer his interest in this Agreement or any portion thereof without the prior written consent of the other.

Article 18. Rights to and Disposition of Data

The term "subject data" as used herein includes all data, written materials, photographs, drawings or other information collected or created under this Agreement whether delivered under this Agreement or not. The term does not include financial records, accounting records or other information incidental to the administration of this Agreement. All subject data shall be retained by the CONTRACTOR, in accordance with the terms of this Agreement, until disposition of such subject data shall have been determined in a manner mutually agreeable to the parties hereto. Subject data shall be available for study and utilization by the CLIENT so long as such subject data is in the possession of the CONTRACTOR. Following termination or completion of the work pursuant to this Agreement, upon request, CONTRACTOR will deliver copies of all subject data to CLIENT and the CLIENT may duplicate, use and disclose in any manner and for any purpose whatsoever all subject data. Upon request, all final reports and other materials prepared by CONTRACTOR under this agreement shall be the property of CLIENT.

Article 19. Publications

It is agreed that either or both of the parties hereto may publish at any time, subject to the terms of this Agreement, the results of the work conducted hereunder, provided credit is given to the individuals and organizations who conducted and sponsored the work. A copy of each manuscript to be submitted for publication by either or the parties hereto shall be furnished to the other party prior to such submission for publication, and five (5) copies or reprints shall be furnished to the other party subsequent to publication. Articles or works reporting on the subject work hereunder or on portions thereof which are published by the CONTRACTOR shall contain the forward, preface or footnote a statement to the effect that publication of the article or work does not necessarily indicate

acceptance by the CLIENT of the findings, conclusions or recommendations either inferred or specifically expressed therein.

Article 20. Intellectual Property, Including but Not Limited to Copyrights

Neither party shall claim any copyright protection for any reports, maps or other documents produced in whole or in part under this Agreement.

Article 21. Indemnity

CONTRACTOR hereby agrees to indemnify, and hold harmless CLIENT, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this Agreement, where it can be shown that these acts or omissions are solely attributed to the CONTRACTOR. Provided, however, that CONTRACTOR shall not be required to indemnify CLIENT against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CLIENT.

Article 22. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:

- (1) Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000. *"The City of Medford and its officers, employees and agents while acting within the scope of their duties as such"* shall be named an Additional Insured by endorsement.
- (2) Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.
- (3) Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any sub-contractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000.
If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit the City's form for *Declaration of Exemption from Oregon Statutory Workers Compensation* in lieu of Workers Compensations Insurance.

- (4) Professional Liability Insurance (also known as “Errors and Omissions” or “malpractice liability” insurance for professionally trained, licensed, or certified service providers) with a limit of at least \$2,000,000. Such coverage may be on a “claims made” policy form. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory “tail” coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of CONTRACTOR.

CONTRACTOR shall submit to CLIENT certificates of insurance for all policies listed above at time of this Agreement, and at each subsequent insurance renewal for the life of this Agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to CLIENT for two (2) years following the effective term of this Agreement. Certificate Holder (and additional insured for General Liability) shall be shown as: City of Medford, 411 West 8th Street, Medford, OR 97501. *Any request for exemption from this requirement must be in writing and approved by the CLIENT’S Risk Manager.*

CONTRACTOR is responsible to assure that CLIENT receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this Agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONTRACTOR shall itself provide the written notice in the event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the CONTRACTOR for liability granted generally by law or specifically in the terms of this Agreement. In no case shall CLIENT be responsible for any amount of CONTRACTOR self-insurance, or any retention, deductible, or coinsurance amount required by CONTRACTOR’S insurance policies.

Article 23. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Article 24. Integration

This Agreement represents the entire understanding of CLIENT and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Article 25. Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this Agreement shall be in that state. Any litigation arising from this Agreement shall commence in Jackson County, Oregon.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

CITY OF MEDFORD

By: _____

Title: _____

OGDEN ROEMER WILKERSON
ARCHITECTURE

By: J. Dewell

Title: 12.21.17



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.1

www.cityofmedford.org

DEPARTMENT: Legal
PHONE: (541) 774-2020
STAFF CONTACT: Eric Mitton, Deputy City Attorney

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: January 4, 2018

COUNCIL BILL 2017-146

SECOND READING - An ordinance postponing the effective date of section 5.555 of the Medford Municipal Code pertaining to regulations for the keeping of poultry.

SUMMARY AND BACKGROUND

On October 5, 2017, Council approved Medford Municipal Code 5.555, "Keeping of Poultry." Prior to the enactment of this Code section, residential keeping of chickens was not subject to specific regulation, though the practice was still subject to general Municipal Code restrictions on noise, accumulation of feces, and other public nuisances. Based upon direction from Council and input from the Planning Commission (during a study session held September 11, 2017), staff drafted Medford Municipal Code 5.555, which has an effective date of January 1, 2018. At the November 2, 2017 Council meeting, a number of residents objected to the ordinance. Council voted to not enforce the new Code provision and instructed staff to reexamine the issue. On December 21, 2017, Council considered an ordinance to repeal Medford Municipal Code Section 5.555 and an ordinance to postpone the effective date to July 1, 2018. The ordinance to postpone the effective date to July 1, 2018 passed, but since there was more than one dissenting vote, it requires a second reading pursuant to the City Charter.

PREVIOUS COUNCIL ACTIONS

On August 3, 2017, the Council directed staff to prepare a draft ordinance for the keeping of chickens, and to seek recommendations from the Planning Commission.

On October 5, 2017, the Council adopted Ordinance No. 2017-109, enacting Medford Municipal Code 5.555, "Keeping of Poultry."

On November 2, 2017, in response to substantial public comment, the Council voted 4-3 to not enforce Medford Municipal Code 5.555.

On December 21, 2017, Council passed an ordinance to postpone the effective date of Medford Municipal Code Section 5.555 to July 1, 2018 but now requires a second reading due to more than one dissenting vote.

ANALYSIS

Because Municipal Code 5.555 has an effective date of January 1, 2018, the Council vote on November 2, 2017, was a statement of intent, but had no immediate legal effect. Once that effective date passes, though, leaving the ordinance in the Municipal Code in an unaltered format, but simply instructing City employees not to enforce it for an indefinite period, is conceptually and procedurally challenging.

Postponement of the effective date of the current ordinance for several months would encourage those community members who disagree with the current regulations to maintain contact with staff and provide specific, constructive input on regulations that would be preferable to those community members. It also binds the issue to a specific timeline, effectively requiring the revised regulations to be completed before the amended effective date. An amended effective date of July 1, 2018, is proposed.

Regardless of which course of action the Council takes regarding Medford Municipal Code 5.555, owners of residential poultry are still required to comply with other applicable Municipal Code provisions, including



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 80.1

www.cityofmedford.org

Medford Municipal Code 5.225 (addressing noisy animals), Medford Municipal Code 5.500 (addressing accumulation of feces), and Medford Municipal Code 10.362 (restricting on-site farm product sales to the Exclusive Agriculture Overlay District with a Conditional Use Permit).

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

Medford Municipal Code 5.555, by its terms, becomes effective on January 1, 2018.

COUNCIL OPTIONS

- Approve the ordinance as presented.
- Deny the ordinance as presented.
- Direct staff regarding further direction.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance postponing the effective date of Medford Municipal Code 5.555 to July 1, 2018.

EXHIBITS

Ordinance

ORDINANCE NO. 2017-146

AN ORDINANCE postponing the effective date of section 5.555 of the Medford Municipal Code pertaining to regulations for the keeping of poultry.

WHEREAS, on October 5, 2017 City Council adopted Ordinance 2017-109 with an effective date of January 1, 2018 regarding the keeping of poultry; and

WHEREAS, City Council now desires to revise the effective date of section 5.555 of the Medford Municipal Code to July 1, 2018; now, therefore,

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That the effective date of section 5.555 of the Medford Municipal Code pertaining to regulation for the keeping of poultry is hereby postponed to July 1, 2018.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2018.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.2

www.cityofmedford.org

DEPARTMENT: Planning Department	AGENDA SECTION: Ordinances and Resolutions
PHONE: (541) 774-2380	MEETING DATE: January 4, 2018
STAFF CONTACT: Matt Brinkley, AICP, CFM, Planning Director	

COUNCIL BILL 2018-03

A resolution accepting the petition initiating the vacation of an approximately 50 foot wide strip of public right-of-way, being a portion of Evergreen Street, running north-south from West Third Street to West Fourth Street, 300 feet in length.

SUMMARY AND BACKGROUND

A resolution setting the public hearing date for the vacation of an approximately 50-foot wide strip of public right-of-way being a portion of Evergreen Street, running roughly north-south from W. Third Street to W. Fourth Street, 300 feet in length (SV-17-106). The applicant intends to use the land to be vacated to install a food-cart court like use as well as outdoor seating for the existing wine tasting use.

PREVIOUS COUNCIL ACTIONS

No previous Council actions have been identified for this item.

ANALYSIS

On September 14, 2017, the applicant, Linda Donovan, submitted an application to vacate the above mentioned public right-of-way by petition.

Section 10.200 of the Medford Land Development Code (MLDC) does state that a request to vacate a public street is subject to ORS Chapter 271.

ORS 271.080 states that, as a basis for granting the petition, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby shall be appended to the petition. The applicant has provided written consent of all abutting property owners within the subject area, as well as written consent of property owners of 86% of the affected area.

As the applicant has initiated the request by petition, the Council need not initiate the proceedings. Under ORS 271.100, the governing body may deny the petition after notice to the petitioners, but if there appears to be no reason why the petition should not be allowed in whole or in part, a time for a formal hearing shall be fixed. Based on the consents included in the application, there is no apparent reason to deny the petition. The decision now before Council is simply to set a public hearing date of February 15, 2018.

Additionally, the Planning Commission will hold a public hearing on January 11, 2018, and will vote on and prepare a recommendation to the Council.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

None.

COUNCIL OPTIONS

- Approve the resolution as presented.
- Modify the resolution as presented.
- Deny the resolution as presented and direct staff regarding further action.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 80.2

www.cityofmedford.org

STAFF RECOMMENDATION

Staff recommends approving the resolution and setting the public hearing date of February 15, 2018.

SUGGESTED MOTION

I move to approve the resolution setting the public hearing date of February 15, 2018.

EXHIBITS

Resolution
Applicant's Narrative and Findings of Facts
Legal description
Public Works Department Staff Report
Medford Fire Department Land Development Report
Medford Water Commission Staff Memo
City Manager's Office memo
Vicinity map

RESOLUTION NO. 2018-03

A RESOLUTION accepting the petition initiating the vacation of an approximately 50 foot wide strip of public right-of-way, being a portion of Evergreen Street, running north-south from West Third Street to West Fourth Street, 300 feet in length.

WHEREAS, the City Council has determined that the vacation of an approximately 50 foot wide strip of public right-of-way, being a portion of Evergreen Street, running north-south from West Third Street to West Fourth Street, 300 feet in length, more particularly described in Exhibit "A" attached hereto and incorporated herein, be considered for vacation; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, OREGON, that the City Council accepts the petition initiating vacation proceedings with regard to the vacation of an approximately 50 foot wide strip of public right-of-way, being a portion of Evergreen Street, running north-south from West Third Street to West Fourth Street, 300 feet in length, and that at 6:00 p.m. on the 15th day of February, 2018, in City Hall Council Chambers, 411 W. 8th Street, Medford, Oregon, there shall be a public hearing before the City Council on the question of vacating said property and the City Recorder is directed to give notice of the hearing in accordance with ORS 271.110.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2018.

ATTEST: _____
City Recorder

Mayor

FINDINGS OF FACTS

Criteria 1.

1. That the vacation complies with the Public Facilities Element of the Comprehensive plan, including the Transportation System plan.

Applicants Response:

After reviewing the Public Facilities and Transportation System plans of the Comprehensive Plan, the applicant finds the following facts to be true:

- A) The vacation lies within the City of Medford's Urban Growth Boundary.
- B) The vacation is bordered on all sides by City of Medford commercial zoned land.
- C) The physical facilities necessary to support the vacated property, including water service, sanitary sewer collection and treatment and storm water management are in place.
- D) The vacated property has access to public services that include fire protection, law enforcement, solid waste management, schools and health services.
- E) The property has access to and complies with the City of Medford's Transportation System Plan.

Criteria 2.

2. If initiated by petition under ORS 271.080 per ORS 271.120, the City Council must determine the following:
 - a. For a plat vacation or part thereof: that two-thirds of the affected property owners consent in writing. Affected property owners are all owners of property embraced within the plat or part thereof.

For a street or alley vacation: that 100 percent of the abutting property owners and two-thirds of the affected property owners consent in writing. Affected property owners are owners of all land lying on either side of the street or alley proposed to be vacated and extending laterally to the next street that serves as a parallel street not to exceed 200 feet, and within 400 feet of the terminus of the part of the street or alley to be vacated.

- b. That the required notice has been given.

Applicants Response:

The required notice has been given by way of preparing mailing labels and delivering them to the city planning department.

3. If initiated by the City Council under ORS 271.130, the City Council must determine the following:
 - a. That more than 50 percent of the affected property owners do not object in writing; and,

- b. That the vacation will not substantially affect the property value of any abutting property, or if the vacation will substantially affect the market value of any abutting property where the owner objects, the City will provide for paying damages.

Applicants Response:

As evidenced by the attached Written Consent of Owner, all lands to the West of the portion of the abandoned Evergreen Street project to be vacated represent 100% ownership of all real property deemed potentially affected by a vacation initiated by the Council under ORS 271.130. The ownership of these properties feel that the vacation will not substantially affect the market value of their property that would require the City to be responsible for any damages as required under ORS 271.130.

RECEIVED

OCT 10 2017

PLANNING DEPT.

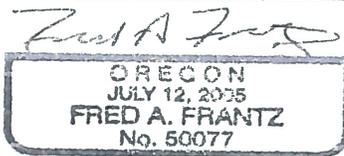
EXHIBIT 'A'

A vacation description for a portion of Evergreen Street right of way as shown on the Map of the Town of Medford, recorded May 4, 1888 now of record, located in the Northeast Quarter of Section 25, Township 37 South, Range 2 West of the Willamette Meridian, in the City of Medford, Jackson County, Oregon, more particularly described as follows:

BEGINNING AT the most easterly corner of Block 34 of the City of Medford according to the Official Map thereof, now of record, located in the Northeast Quarter of Section 25, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence North 35°30' West, along the northeasterly line of said block, a distance of 225.00 feet, to the most southerly corner of that tract described in Instrument Number 88-27430 of the Official Records of Jackson County, Oregon; thence North 54°30' East, along the southeasterly line of said tract, a distance of 10.00 feet, to the most easterly corner thereof; thence North 35°30' West, along the northeasterly line of said tract, a distance of 75.00 feet, to the most northerly corner thereof; thence North 54°30' East, 30.00 feet southeasterly of and parallel with the center line of Third Street, a distance of 40.00 feet to the southwesterly right of way line of the Central Oregon and Pacific Railroad; thence South 35°30' East, along said right of way, a distance of 300.00 feet, to the intersection of said right of way line and a point 30.00 feet northwesterly of, when measured at right angles from, the centerline of Fourth Street; thence South 54°30' West, 30.00 feet north westerly of and parallel with said center line, a distance of 50.00 feet, to the POINT OF BEGINNING.

Basis of Bearing used in this description is based on the Map of the Town of Medford, according to the Official Plat thereof, now of record.

Prepared by:
Terrasurvey, Inc.
274 Fourth Street
Ashland, Oregon 97520



Renewal 12-31-17

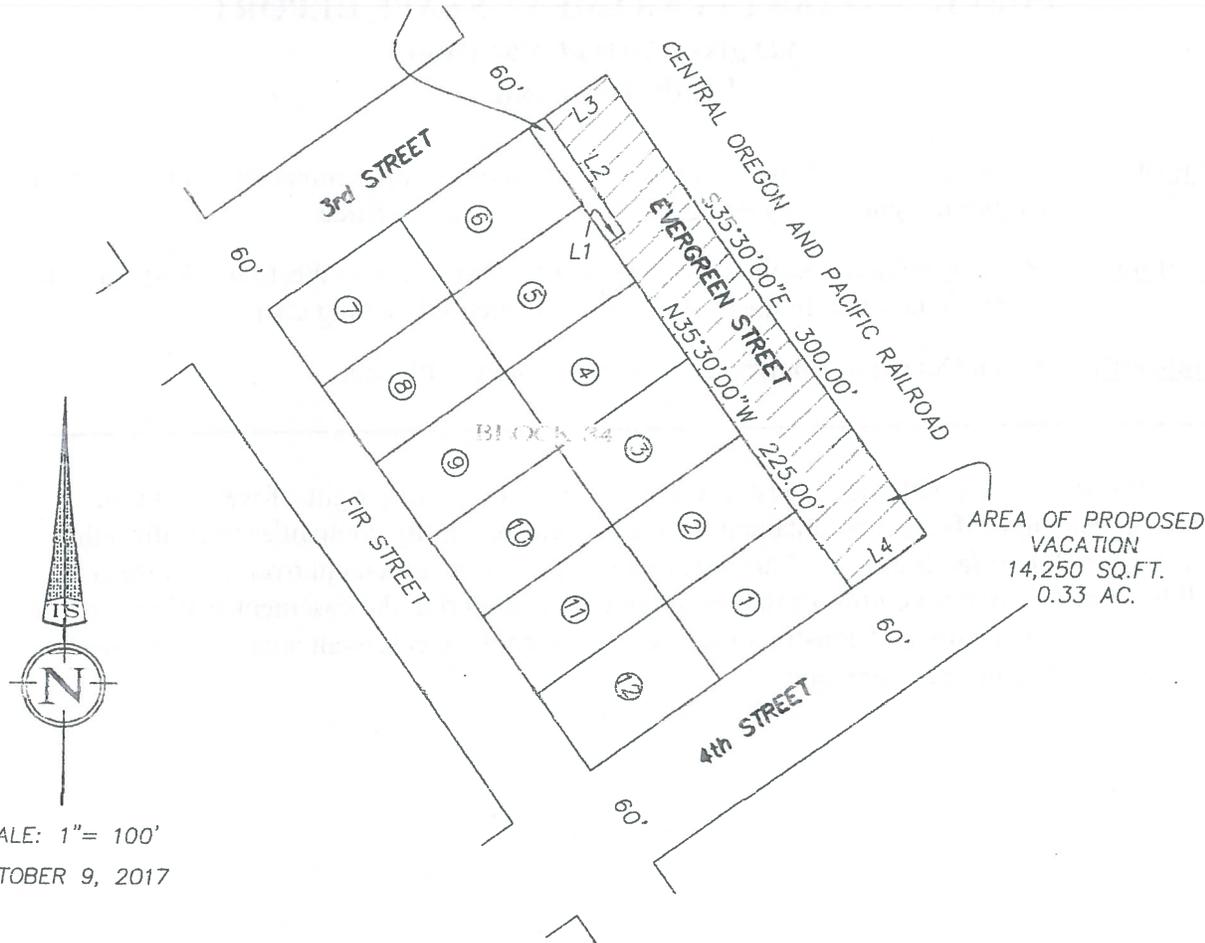
CITY OF MEDFORD
EXHIBIT #
File # SV-17-106

OCT 10 2017

PLANNING DEPT.

EXHIBIT 'B'
FOR
VACATION OF A PROTION OF EVERGREEN STREET
LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 SOUTH,
RANGE 2 WEST, IN THE CITY OF MEDFORD, JACKSON COUNTY, OREGON

PORTION OF EAVEGREEN STREET
VACATED BY CITY OF MEDFORD ORDINANCE No. 6262
AND RECORDED AS INSTRUMENT No. 88-27430



SCALE: 1" = 100'
OCTOBER 9, 2017

LINE TABLE		
LINE	BEARING	LENGTH
L1	N54°30'00"E	10.00'
L2	N35°30'00"W	75.00'
L3	N54°30'00"E	40.00'
L4	S54°30'00"W	50.00'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Fred A. Frantz
OREGON
JULY 12, 2005
FRED A. FRANTZ
No. 50077

Renewal 12-31-17

TERRASURVEY, INC.
PROFESSIONAL LAND SURVEYORS
274 FOURTH STREET
ASHLAND, OREGON 97520
JOB NO. 1142-17

CITY OF MEDFORD
EXHIBIT #
File # SV-17-106



Medford – A fantastic place to live, work and play

CITY OF MEDFORD

LD Date: 12/13/2017
File Number: SV-17-106

PUBLIC WORKS DEPARTMENT STAFF REPORT **Evergreen Street Vacation** **Linda Donovan**

- Project:** Consideration of a request for the vacation of an approximate 50-foot wide strip of public right-of-way being a portion of Evergreen Street.
- Location:** Running roughly north-south from West Third Street to West Fourth Street, 300 feet in length within the C-H, Heavy Commercial, zoning district.
- Applicant:** Linda Donovan, Applicant; Steffen Roennfeldt, Planner.
-

Public Works concurs with the request to vacate the subject existing right-of-way, with the condition that sign-offs shall be obtained from all applicable utility companies to confirm they have relocated their facilities out of the area to be vacated or an easement over the entire area shall be reserved for public utilities that exist therein. If required, the easement shall include the right to access, maintain, and construct these utilities within the easement area. No structures shall be built over the easement area.

Prepared by: Doug Burroughs

P:\Staff Reports\SV\2017\SV-17-106 Evergreen Street Vacation (TL 3700-4000)\SV-17-106 Staff Report-LD.docx

Page 1

PUBLIC WORKS DEPARTMENT
ENGINEERING & DEVELOPMENT DIVISION

200 S. IVY STREET
MEDFORD, OREGON 97501
www.ci.medford.or.us

TELEPHONE (541) 774-2100
FAX (541) 774-2552



Medford Fire Department

200 S. Ivy Street, Room #180
Medford, OR 97501
Phone: 774-2300; Fax: 541-774-2514;
E-mail www.fire@ci.medford.or.us

LAND DEVELOPMENT REPORT - PLANNING

To: Steffen Roennfeldt

LD Meeting Date: 12/13/2017

From: Fire Marshal Kleinberg

Report Prepared: 12/12/2017

File #: SV - 17 - 106

Site Name/Description:

Consideration of a request for the vacation of an approximate 50-foot wide strip of public right-of-way being a portion of Evergreen Street, running roughly north-south from West Third Street to West Fourth Street, 300 feet in length within the C-H, Heavy Commercial, zoning district; Linda Donovan, Applicant; Steffen Roennfeldt, Planner.

DESCRIPTION OF CORRECTIONS

REFERENCE

Approved as Submitted

Meets Requirement: No Additional Requirements

Development shall comply with access and water supply requirements in accordance with the Fire Code in affect at the time of development submittal.

Fire apparatus access roads are required to be installed prior to the time of construction. The approved water supply for fire protection (hydrants) is required to be installed prior to construction when combustible material arrives at the site.

Specific fire protection systems may be required in accordance with the Oregon Fire Code.

This plan review shall not prevent the correction of errors or violations that are found to exist during construction. This plan review is based on the information provided only.

Design and installation shall meet the Oregon requirements of the IBC, IFC, IMC and NFPA standards.



Staff Memo

TO: Planning Department, City of Medford

FROM: Rodney Grehn P.E., Water Commission Staff Engineer

SUBJECT: SV-17-106

PARCEL ID: 362W25AA TL 3700-4000

PROJECT: Consideration of a request for the vacation of an approximate 50-foot wide strip of public right-of-way being a portion of Evergreen Street, running roughly north-south from West Third Street to West Fourth Street, 300 feet in length within the C-H, Heavy Commercial, zoning district; Linda Donovan, Applicant; Steffen Roennfeldt, Planner.

DATE: December 13, 2017

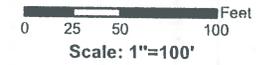
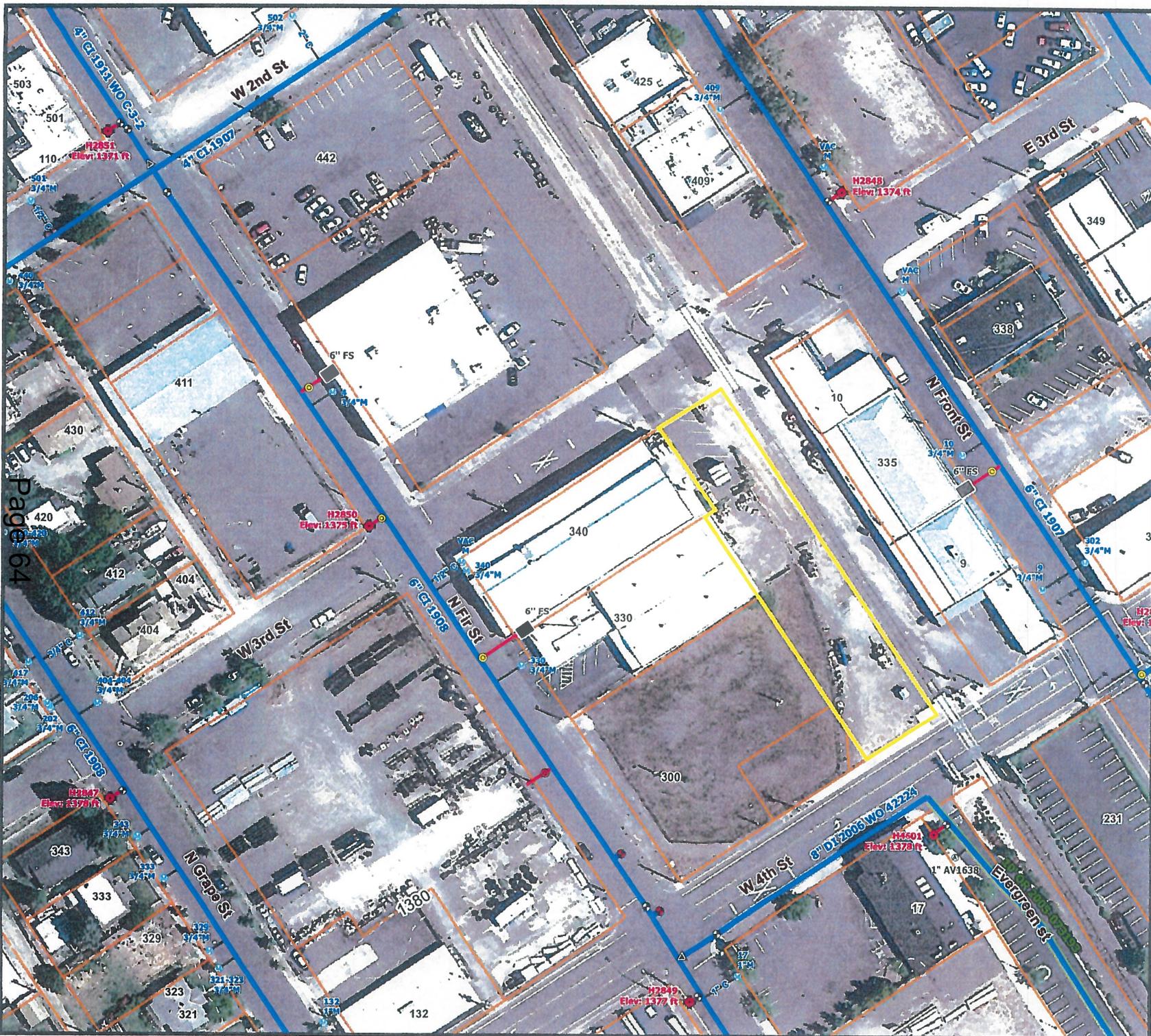
I have reviewed the above plan authorization application as requested. Conditions for approval and comments are as follows:

CONDITIONS

1. No Conditions.

COMMENTS

1. Off-site water line installation is not required.
2. On-site water facility construction is not required.
3. Static water pressure is approximately 90 psi in this area.
4. MWC-metered water service does NOT exist to this property.
5. Access to MWC water lines is available. There is an existing 8-inch water line in W 4th Street, and a 6-inch water line in N Fir Street.



**Water Facility Map
for
SV-17-106**

Legend

- ⊙ Air Valve
 - Sample Station
 - ⊕ Fire Service
 - ⬮ Hydrant
 - ▲ Reducer
 - [n] Blow Off
 - + Plugs-Caps
- Water Meters:**
- ⊙ Active Meter
 - On Well
 - ⊙ Unknown
 - ⊙ Vacant
- Water Valves:**
- ⊙ Butterfly Valve
 - ⊙ Gate Valve
 - ⊙ Tapping Valve
- Water Mains:**
- Active Main
 - - - Abandoned Main
 - Reservoir Drain Pipe
 - Pressure Zone Line
- Boundaries:**
- ▭ Urban Growth Boundary
 - ▭ City Limits
 - ▭ Tax Lots
- MWC Facilities:**
- C Control Station
 - P Pump Station
 - R Reservoir



This map has been created as a digital document prepared by Medford Water Commission. It is the property of Medford Water Commission. No part of this map may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Medford Water Commission.

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City of Medford

Office of the City Manager

Continuous Improvement ~ Customer Service

To: Medford Planning Department
From: Kelly A. Madding, Deputy City Manager
Date: 12/27/2017
Re: Vacation of Public Right-of-Way: Evergreen Street from 3rd to 4th Street,
File No. SV-17-106

On December 7, 2017 the City of Medford Urban Renewal Agency (MURA) directed staff to prepare a memo to the Steffen Roennfeldt, Planner III stating support for the vacation of the City-owned right-of-way known as Evergreen Street between 3rd and 4th Streets. The MURA Board requests that the applicant provide six parking spaces on-site to mitigate the impacts that the development's parking will have on the surrounding area.

411 West 8th Street, Medford, OR 97501

Tel. 541.774.2000 • email: citymanager@cityofmedford.org • Fax 541.618.1700

www.cityofmedford.org



Project Name:

Evergreen Street Vacation

Map/Taxlot:

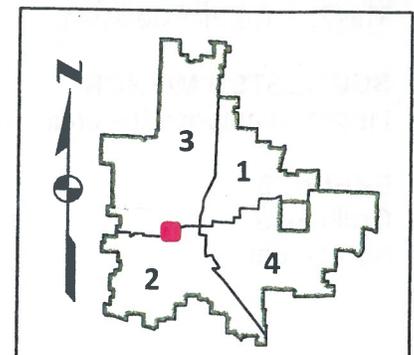
362W25AA TL 3700-4000



09/26/2017

Legend

-  Subject Area
-  Medford Zoning
-  Tax Lots





CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.3

www.cityofmedford.org

DEPARTMENT: City Attorney's Office
PHONE: (541) 774-2021
STAFF CONTACT: Lori Cooper, City Attorney

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: January 4, 2018

COUNCIL BILL 2018-05

An ordinance authorizing execution of an amendment to the Employment Agreement with the City Manager pertaining to wages, hours, fringe benefits, and other working conditions.

SUMMARY AND BACKGROUND

The Council appointed Brian Sjothun as City Manager and approved an employment agreement with him effective September 1, 2016. The terms of the agreement provide that the Council may increase the City Manager's compensation dependent on the results of an annual performance evaluation.

The Council has evaluated Mr. Sjothun's performance and proposes to amend his employment agreement.

PREVIOUS COUNCIL ACTIONS

On September 1, 2016, Council approved Council Bill 2016-109 authorizing the execution of an Employment Agreement with Brian Sjothun for the position of City Manager.

ANALYSIS

The Council has conducted Mr. Sjothun's performance evaluation and has recommended that his employment agreement be amended to increase the base salary to \$170,000 and to increase the City's contribution to his HRA/VEBA account from \$300 to \$350 per month.

The contract also contains an amendment that the City Manager cannot be removed without cause before July 1, 2019, and that he is entitled to a severance payment of seven months' salary, increasing by one month each year up to a maximum of twelve months.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

\$170,000 base salary plus benefits. Total compensation is within the resources of the current adopted budget.

TIMING ISSUES

The agreement is effective upon Council approval and signature by both parties.

COUNCIL OPTIONS

- Approve the ordinance as presented.
- Modify the ordinance as presented.
- Deny the ordinance and provide staff direction.

STAFF RECOMMENDATION

This is a Council decision.

SUGGESTED MOTION

I move to approve the ordinance authorizing an employment agreement with the City Manager.

EXHIBITS

Ordinance
Agreement

ORDINANCE NO. 2018-05

AN ORDINANCE authorizing execution of an amendment to the Employment Agreement with the City Manager pertaining to wages, hours, fringe benefits, and other working conditions.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of an amendment to the Employment Agreement with City Manager pertaining to wages, hours, fringe benefits, and other working conditions, 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 _____, 2018.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____ 2017, by and between the City of Medford, in the State of Oregon, a municipal corporation, hereinafter called "the City," and Brian N. Sjothun, hereinafter called "the Employee."

RECITALS

WHEREAS, the City desires to employ the services of Brian N. Sjothun as City Manager of the City of Medford, as provided in Chapter V, Section 18 of the Charter of the City, and

WHEREAS, it is the desire of the City Council to fix the salary of said Employee, provide certain benefits, establish certain conditions of employment, and set working conditions, and

WHEREAS, the Employee desires to accept employment as City Manager of said City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1: Duties

The City hereby agrees to employ Brian N. Sjothun as City Manager of the City to perform the functions and duties specified in said Charter, to perform the functions and duties specified in the City Manager job description, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2: Term

The Employee agrees to remain in the exclusive employ of the City until terminated by the City or Employee as provided for in this Agreement.

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Section 3: Evaluation

The City Council shall review and evaluate the employment related performance of the Employee at least annually, consistent with state law. The final results of these evaluations shall be promptly reduced to writing and given to the Employee. If warranted, the City may increase the compensation of the Employee dependent upon the results of the annual performance evaluation. Increased compensation can be in the form of a salary increase, a performance incentive, an increase in benefits, or any combination thereof. Any increase in compensation during the term of this Agreement shall be approved by the City Council by roll-call vote in an open meeting before payment is made.

Section 4: Residency

The Employee shall remain a resident of the City during his tenure as required by the Charter.

Section 5: Salary

The City agrees to pay the Employee for his services rendered pursuant hereto an annual base salary of \$170,000, payable semi-monthly, retroactive to October 1, 2017. The City also agrees to contribute \$350 per month to Employee's Health Reimbursement Arrangement (HRA)/Voluntary Employee Beneficiary Association (VEBA).

Section 6: Hours of Work

The City's normal work hours are 8:00 AM to 5:00 PM, Monday through Friday. It is recognized that the Employee must devote a great deal of time outside the normal work hours on business for the City. Employee's schedule shall be appropriate to the needs of the City and shall allow Employee to faithfully perform his assigned duties and responsibilities.

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Section 7: Automobile and Cell Phone Allowance

The Employee shall be paid an automobile allowance in the amount of \$500.00 per month, payable semi-monthly. All other travel allowances will be made pursuant to the City's administrative regulations, which currently provide if the Employee uses his personal vehicle to travel on official City business for a distance of 75 miles or greater one way, he shall be compensated for the round-trip mileage from City Hall to the destination and back at the Internal Revenue Service approved mileage rate. The Employee shall receive a cell phone allowance of \$65 per month. The City does not provide cell phones or other electronic communications equipment.

Section 8: Leave

During employment with the City, the Employee shall earn sick leave, vacation leave, and floating holiday leave in the same manner as executive employees of the City as set forth in the Rules and Regulations Handbook for Executive Employees (hereinafter "the Rules") of the City. Use of leave shall be governed by the Rules.

Section 9: Other Benefits

The Employee shall receive all benefits received by executive employees of the City as now set forth in the Rules. Future changes in the benefits to executive employees of the City shall automatically apply to the City Manager under this Agreement.

Section 10: Professional Development and Civic Clubs

The City shall pay for professional training expenses and memberships in the International City-County Management Association, the Oregon City/County Management Association, and one local service club of the Employee's choosing, and reasonable travel expenses for professional development as the City Council deems appropriate.

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Section 11: Termination and Severance Pay

11.1. Termination by City for Cause. City may immediately terminate this Agreement for cause at any time upon written notice to Employee. Cause is defined for purposes of this Section 11.1 as: (a) negligence or willful misconduct by Employee in performance of Employee's employment duties; (b) insubordination by Employee to City or a willful refusal by Employee to perform his employment duties; (c) commission by Employee of a felony or act of moral turpitude which prevents Employee from effectively performing his employment duties; or (d) any unexcused absence by Employee from his employment duties for a period of five (5) consecutive days. City's total liability to Employee under this Section 11.1 shall be limited to all earned salary, automobile allowance, vacation leave, and holiday benefits accrued to date of termination in accordance with the Rules. All compensation, benefits, and accruals shall cease as of the date of termination. Employee shall not be entitled to a Severance Payment if he is terminated for cause.

11.2. Removal as City Manager; Termination Without Cause. City may elect to remove Employee as City Manager or terminate Employee without cause as follows:

(a) City may not terminate Employee without cause before July 1, 2019. The City may remove Employee as City Manager without cause before July 1, 2019. If the City removes Employee as City Manager without cause before July 1, 2019, Employee shall be reassigned to the Parks and Recreation Department, with the title of Director of Special Projects with an annual salary of One Hundred Thirty-Five Thousand Dollars (\$135,000.00). If a removal and reassignment occurs, Employee shall not be terminated from his position as Director of Special Projects without cause before July 1, 2019.

(b) Beginning on July 1, 2019, the City may terminate Employee without cause regardless of the position Employee holds with the City at that time. If City decides to terminate Employee without cause after July 1, 2019, City may terminate this Agreement without cause, upon

written notice to Employee, at which point Employee shall be entitled to a severance payment as provided for below. If Employee is terminated without cause, he shall be entitled to a severance payment of seven (7) months' salary in a lump sum at the time of termination of employment. This Severance Pay amount will increase by one (1) month each year on October 1 until a maximum of twelve (12) months has been reached on October 1, 2021.

(c) The payments under this Section 11.2 shall be Employee's sole remedy for a termination without cause and Employee shall be entitled to no other compensation.

11.3. Beginning on July 1, 2019, and at the request of the majority of the City Council, the Employee may choose to resign in lieu of dismissal. Should the Employee choose to resign in lieu of dismissal, the City agrees to offer the complete severance pay as described in Section 11.2(b).

Section 12: Resignation

Nothing in this Agreement shall limit the right of the Employee to resign his position with the City before expiration of this Agreement, provided that in such event, the Employee provides his written notification of resignation a minimum of thirty (30) days in advance of its effective date. Employee shall be entitled to all earned salary, automobile allowance, vacation leave, and holiday benefits accrued to date of termination in accordance with the Rules. Employee shall not be entitled to the Severance Payment upon resignation.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Upon advance notice to the City Council, the Employee may elect to participate in limited outside activities, with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

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Section 14: Indemnification

14.1. The City is obligated by ORS 30.285 and ORS 30.287 to indemnify and defend Employee from and against claims brought against Employee that fall within the scope of the Oregon Tort Claims Act, ORS 30.260-30.300, and the City shall fully comply with such legal requirements as are applicable at the time of any demand by Employee for indemnity or defense there under. Further, beyond that required under federal, state, or local law, the City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

14.2. The Employee may request, and the City shall not unreasonably refuse to provide or to withhold approval of, independent legal representation at the City's expense for any claim subject to this section. Legal representation shall extend until final determination of the claim, including any appeals. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, other reasonable costs and expenses of the claim, including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim subject to this section.

14.3. The City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation involving any claim that is subject to this section to which the Employee is a party, or to any litigation where Employee acts as a witness or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending. The City agrees to pay Employee reasonable travel expenses when Employee acts as a witness, advisor, or consultant to the City regarding pending litigation. Further, if Employee is not then currently

employed by the City, the City agrees to pay Employee a per diem rate equivalent to Employee's base salary at the time of separation.

14.4. Any settlement or compromise of any claim by Employee shall be made with prior approval of the City in order for indemnification, as provided in this section, to be available to Employee. Employee recognizes that the City has the right to compromise and settle any dispute, unless the settlement or compromise would result in judgment or order which personally binds Employee, in which case Employee shall have a veto authority over the settlement or compromise.

Section 15: Other Terms and Conditions of Employment

The City Council shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter, or any other law.

Section 16: General Provisions

The text herein shall constitute the entire agreement between the parties. No amendment, change, or modification of this Employment Agreement shall be valid, unless in writing, approved by ordinance of the City Council and signed by the parties. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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IN WITNESS WHEREOF, the City of Medford has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

ATTEST: _____
City Recorder

Mayor of the City of Medford, Oregon

Approved as to form

City Attorney

Employee