



Medford City Council Meeting

Agenda

May 17, 2018

6:00 P.M.

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

10. **Roll Call**

20. **Recognitions, Community Group Reports**

20.1 Employee of the Quarter

20.2 Employee Recognition

30. **Oral Requests and Communications from the Audience**

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

30.1 Oregon Department of Transportation update

40. **Public Hearings**

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

40.1 Consideration of an appeal of an administrative decision regarding the sidewalk and curb ramp fronting Wolf Run Drive and Eagle Trace Drive.

50. **Approval or Correction of the Minutes of the May 3, 2018 Regular Meeting**

60. **Consent Calendar**

60.1 COUNCIL BILL 2018-41 An ordinance awarding a contract in an amount of \$1.68 per transaction to Paymentus Corporation for merchant services associated with utility billing payments.

60.2 COUNCIL BILL 2018-42 An ordinance awarding a contract in an amount of \$452,519.00 to RH2 Engineering to design the Oregon Hills Detention and Water Quality Facility.

60.3 COUNCIL BILL 2018-43 An ordinance awarding a contract in an amount of \$797,875.00 to James W. Fowler Co. to perform methane gas piping and flare system improvements at the Regional Water Reclamation Facility.

60.4 COUNCIL BILL 2018-44 An ordinance awarding a contract in an amount of \$137,210.00 to Bleser Built Roofing for the replacement of the Lausmann Annex roof.

60.5 COUNCIL BILL 2018-45 An ordinance authorizing the purchase of 4.71 acres of land in an amount of \$17,031.50 from the Medford Parks and Recreation Foundation for the development of Village Center Park.

- 60.6 COUNCIL BILL 2018-46 An ordinance authorizing execution of an Intergovernmental Agreement with Jackson County Fire District 3 for automatic aid response planning.

70. Items Removed from Consent Calendar

80. Ordinances and Resolutions

- 80.1 COUNCIL BILL 2018-47 An ordinance amending section 2.117 of the Medford Municipal Code pertaining to nomination requirements for City Council and Mayoral elections.
- 80.2 COUNCIL BILL 2018-48 An ordinance awarding a one year contract in an amount of \$298,200.00 to Kosmatka, Donnelly & Piels, LLP to assist with risk advisory and financial support services.
- 80.3 COUNCIL BILL 2018-49 An ordinance awarding a two year contract in an amount not to exceed \$132,000.00 to Moss Adams LLP to perform annual audits and to prepare annual financial statements for the City of Medford and Medford Urban Renewal Agency, with two two-year renewal options.
- 80.4 COUNCIL BILL 2018-50 An ordinance authorizing the execution of an Agreement granting Neighborhood Stabilization Program 1 funds in the amount of \$259,450.00 to Rogue Valley Habitat for Humanity for acquisition and rehabilitation of a foreclosed home at 3024 Timothy Avenue in the City of Medford.

90. Council Business

- 90.1 Proclamations issued:
Kids to Parks Day – May 19, 2018
National Public Works Week – May 20–26, 2018
- 90.2 Committee Reports and Communications

100. City Manager and Staff Reports

- 100.1 San Francisco Giants Community Fund Award
- 100.2 Foreclosure Sale and Interest on Assessments update
- 100.3 Further reports from City Manager

110. Adjournment



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.1

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

AGENDA SECTION: Public Hearings
MEETING DATE: May 17, 2018

Consideration of an appeal of an administrative decision regarding the sidewalk and curb ramp fronting Wolf Run Drive and Eagle Trace Drive.

SUMMARY AND BACKGROUND

On March 15, 2017, a letter was sent to David and Elahe Young informing them that the sidewalk and curb ramp fronting Wolf Run Drive and Eagle Trace Drive are defective and require repair. David Young submitted an appeal letter which stated he disagreed with the finding reached by the Public Works Department without describing the basis thereof. After that notice was sent, a deed was recorded with Jackson County showing a transfer of ownership of the property from David and Elahe Young to "Meadows at Creekwood Home Owners [sic] Association."

On June 15, 2017, Mr. Iraj Ostovar appeared at the public hearing in Dr. Young's place and asserted that four other individuals besides Dr. Young were contacts for the homeowners association. However, Mr. Mark Knouff, one of those four individuals, appeared at the public hearing and asserted that the homeowners' association had yet to be established. This appeal was tabled by Council so that staff could also provide notice to the homeowners association through its registered agent Dr. Young.

Jackson County records still show that the owner of the property is "Meadows at Creekwood Home Owners Association." While that exact entity name does not appear in Secretary of State records, those records do contain the similar "Meadows at Creekwood Village Homeowners Association." Secretary of State records show that Dr. Young is both the incorporator and the registered agent of that entity. Secretary of State records do not include the name of any other individual involved with that entity in any capacity (besides the name of Dr. Young's personal attorney, who electronically signed the articles of incorporation on Dr. Young's behalf). That entity was administratively dissolved in September of 2017.

PREVIOUS COUNCIL ACTIONS

On May 18, 2017 this appeal was continued at the appellant's request.

On June 15, 2017 this appeal was tabled so that staff could issue new notice to the homeowners association's registered agent as listed with the Secretary of State's Office.

ANALYSIS

Section 3.010 of the Medford Municipal Code requires property owners to inspect and maintain all sidewalks abutting their property in a condition safe for use by the public at all times. The Medford Municipal Code further states that if any property owner, by their neglect to perform any duty required by this section, causes injury or damage to any person or property, they shall be liable to the individual suffering such injury or damage and indemnify the City for all damages it has been compelled to pay in such cases.

The defective sidewalk offsets at this address range from approximately 1-1/2" to 2", which exceed Americans with Disabilities Act (ADA) standards. There is also standing water at a curb ramp that is not compliant with ADA standards.

No evidence disputing the existence of these defects has yet been offered. Since the last meeting, the homeowner's association has never become a substantively-functioning entity. To the contrary, Dr. Young



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.1

www.ci.medford.or.us

has failed to maintain the association's corporate formalities, and nine months ago, allowed the entity he created to be dissolved.

As a result of this dissolution and the above-described circumstances, David and Elahe Young still should be considered the owners of the property and are required to maintain the sidewalks. Whether Dr. Young can then seek reimbursement from those individuals they assert should be responsible is not a question that Council needs to answer as part of this proceeding.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

None.

COUNCIL OPTIONS

Approve the appeal.

Deny the appeal.

Provide staff with direction.

STAFF RECOMMENDATION

Staff recommends denial of the appeal.

SUGGESTED MOTION

I move to deny the appeal of an administrative decision regarding the defective sidewalk and curb ramp at Wolf Run Drive and Eagle Trace Drive.

EXHIBITS

Notice of Defective Sidewalk and Curb Ramp

Appeal Letter

Photographs



Continuous Improvement Customer Service

PUBLIC WORKS DEPARTMENT:
ENGINEERING & DEVELOPMENT

CITY OF MEDFORD
200 S. IVY STREET, 2ND FLOOR
MEDFORD, OREGON 97501
www.ci.medford.or.us

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

March 15, 2017

David and Elahe Young
1309 NE Sixth St
Grants Pass, OR 97526

RE: Defective Sidewalk at Wolf Run and Eagle Trace, (371W-23CC-2600), Case # 17-874

Dear Mr. and Mrs. Young,

We have received a complaint regarding the condition of the sidewalk abutting property owned by you at the above location, including the curb ramp at the corner.

As stated in Section 3.010 of the Medford Municipal Code, property owners are responsible for maintaining all public sidewalks abutting their property; this includes curb ramps. Any injuries sustained by the public as a result of this defective condition are the liability of the property owner.

The sidewalk and curb ramp in question must be repaired to current American With Disabilities Act (ADA) standards within 30 days of this letter. A copy of the standards for curb ramps is included with this letter. If you need more than 30 days to complete the repairs, a one-time 90-day extension may be granted by the Public Works Director. A written request or email needs to be submitted to the Engineering Division of Public Works at the above address briefly explaining the basis for your request, within 10 days of receiving this notice. This is the only notice you will receive. If the curb ramp is not repaired in 30 days or by the end of the extension period, the City may hire a contractor to do the work with the costs being assessed to you. These costs would include payments to the contractor plus a 25% administrative fee.

A **permit is required** and can be obtained from the Engineering Division office at 200 S Ivy St. 2nd floor, or from the City of Medford's Public Works homepage at www.ci.medford.or.us.

Right to Appeal

If you disagree with our determination that the sidewalk and/or curb ramp are defective, you may appeal for a hearing before the City Council. A **written request must be mailed** to the City Recorder at 411 W. 8th St., Medford, OR 97501 within ten (10) days of receipt of this letter. The request needs to include your reason for opposing the repair of the curb ramp.

Please call 541-774-2100 if you have any questions or would like our inspector to contact you.

Sincerely,

Lorraine Peterson
Public Works Business Manager

March 21, 2017.

Medford City Recorder
411 West 8th Street
Medford, Oregon 97504

Dear City Recorder,

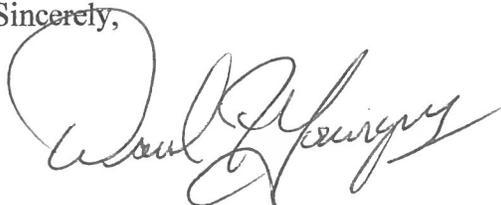
I have enclosed a letter dated March 15, 2017 from Lorraine Peterson, Public Works Business Manager, directing that I must provide a "written request" to the Medford City Recorder within 10 days of her March 15 letter to me to request a hearing before the Medford City Council to appeal the demand from the Public Works Department to repair a sidewalk at the address she gives in the letter.

Therefore, I hereby appeal for a hearing before the Medford City Council as I "disagree with" the finding reached by Public Works Department upon which the March 15, 2017 demand letter is based and which letter is copied to you with this appeal.

Would you kindly inform me of the date and time and place of the City Council Meeting and what is the protocol for my appearance to make my appeal. Would you please mail the same to me at the address below and also confirm that this letter of appeal was received by you "within ten (10) days of" the March 15, 2017 letter from Lorraine Peterson to me.

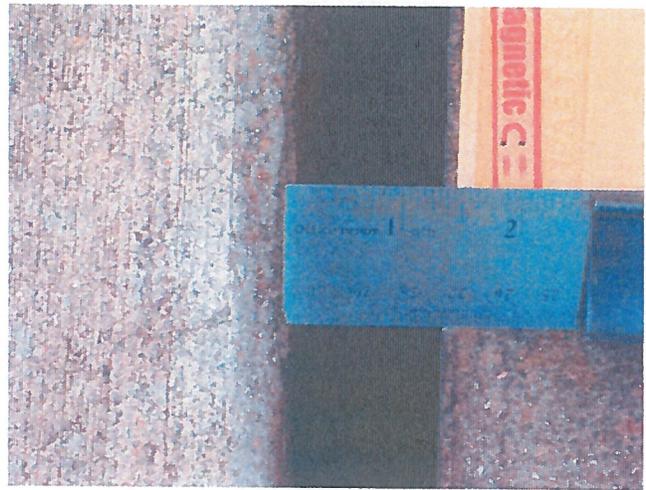
I greatly appreciate your time and attention in this matter.

Sincerely,



David F. Young MD
348 S. Modoc Ave
Medford, Oregon 97504

RECEIVED
MAR 24 2017
CITY OF MEDFORD
CITY RECORDER'S OFFICE







CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.1

www.ci.medford.or.us

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

AGENDA SECTION: Consent Calendar
MEETING DATE: May 17, 2018

COUNCIL BILL 2018-41

An ordinance awarding a contract in an amount of \$1.68 per transaction to Paymentus Corporation for merchant services associated with utility billing payments.

SUMMARY AND BACKGROUND

The City Council is requested to award a contract in the amount of \$1.68 per transaction to Paymentus Corporation for merchant services associated with utility billing payments through the internet or by office staff. This contract will start with implementation of the new utility billing software system tentatively scheduled for January 21, 2019. The City's current merchant services provider is not a preferred partner with the new utility billing software, and it will cost the City an additional \$30,000 per year in support maintenance if the City remains with that vendor.

A Request for Proposal was issued to the two preferred partners on March 7, 2018. Both vendors responded and Paymentus Corporation was the low bidder.

Note that this contract does not include merchant services for credit card payments made by telephone through the Integrated Voice Response system.

PREVIOUS COUNCIL ACTIONS

On June 15, 2017, the Council approved Council Bill 2017-57 adopting the Biennial Budget 2017-2017 which includes funding for utility billing merchant services as part of Material and Services on pages 8-30, 8-31 and 8-32.

On October 19, 2017, the Council approved Council Bill 2017-128 replacing the current utility billing system with Advanced Utility System's CIS software.

ANALYSIS

Two proposals were received and Paymentus Corporation is the low bidder at \$1.68 per transaction inclusive of VISA/MasterCard interchange rates. The other proposal was received from Invoice Cloud, who quoted \$0.55 per transaction plus VISA/MasterCard interchange rates. This equates to \$2.41 per transaction based on December 2017 volume. Additionally, Paymentus will provide three credit card swipers at no cost; Invoice Cloud leases all equipment. On average, there are about 4,800 payment transactions per month (57,600 per year) through the internet or utility billing services office.

The Paymentus Corporation quote is less than what is currently paid. Invoice Cloud's quote is more than current costs.

Utility fees will not need to be raised as a result of this contract. Merchant service fees are included in the biennial budget.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The City spends approximately \$145,000 per year in merchant service fees for utility billing credit card payments. Of that, 82% (\$118,000) is the amount currently being paid for internet/office payments. The Paymentus Corporation quote, if awarded, will reduce the City's overall merchant services costs by about \$21,000 per year.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.1

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TIMING ISSUES

Implementation needs to begin in June in order to meet the tentative January 21, 2019, utility billing software go live date.

COUNCIL OPTIONS

- Approve the ordinance as presented
- Modify and approve ordinance
- Deny the ordinance and provide direction to staff regarding credit card merchant processing services.

STAFF RECOMMENDATION

Approve the ordinance awarding a contract with Paymentus Corporation.

SUGGESTED MOTION

I move to approve the ordinance for a contract in the amount of \$1.68 per transaction to Paymentus Corporation for merchant services associated with utility billing payments through the internet or in person effective with implementation of the new utility billing system, tentatively scheduled for January 21, 2019.

EXHIBITS

Ordinance

Contract documents are available in the City Recorder's office

ORDINANCE NO. 2018-41

AN ORDINANCE awarding a contract in an amount of \$1.68 per transaction to Paymentus Corporation for merchant services associated with utility billing payments.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a contract in an amount of \$1.68 per transaction for merchant services associated with utility billing payments, which is on file in the City Recorder's office, is hereby awarded to Paymentus Corporation.

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: 60.2

www.ci.medford.or.us

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

AGENDA SECTION: Consent Calendar
MEETING DATE: May 17, 2018

COUNCIL BILL 2018-42

An ordinance awarding a contract in an amount of \$452,519.00 to RH2 Engineering to design the Oregon Hills Detention and Water Quality Facility.

SUMMARY AND BACKGROUND

City Council is requested to consider awarding a contract in the amount of \$452,519 to RH2 Engineering to design the Oregon Hills Detention and Water Quality Facility.

The 1996 Drainage Master Plan identified an area in what is now known as Oregon Hills Park for a stormwater detention pond on Lazy Creek. The Oregon Hills Park Master Plan shows the conceptual Stormwater Detention Facility. A Request for Qualifications was issued and proposals were received from RH2 Engineering, Cardno, and Brown and Caldwell. Public Works and Parks and Recreation staff reviewed the proposals and determined RH2 Engineering is the most qualified firm for design services.

PREVIOUS COUNCIL ACTIONS

On June 15, 2017, the Council approved Council Bill 2017-57 adopting the Biennial Budget 2017-2019 which includes this project on page 8-49.

ANALYSIS

The 1996 Drainage Master Plan identifies this project as necessary to reduce flooding and erosion and to reduce the number of storm drain pipes requiring replacement. The facility will also provide a water quality benefit that was not identified in 1996.

The cost of this design includes factors not generally required for public works projects. Three specialized sub-consultants are needed and constitute nearly half the contract amount. An environmental consultant is needed to assess wetland impacts. Depending on the extent, the consultant may need to prepare a Joint Permit Application and Alternatives Analysis. A geotechnical consultant is required to assess suitability of the existing embankment to impound water. The detention facility will qualify to be regulated under Oregon Dam Safety provisions. The full cost of a geotechnical consultant will be realized only if a seepage analysis is required. A hydrology consultant is necessary to develop flow projections and size the facility to meet flow targets and dam safety considerations. The contract includes construction administration services during project construction.

The contract includes many tasks and services which may not be required dependent on the initial studies and permitting agencies requirements.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Expenditure of \$452,519, which is included on page 8-49 of the 2017/2019 Biennium Budget.

TIMING ISSUES

None.

COUNCIL OPTIONS

- Approve the ordinance as presented.
- Modify the ordinance as presented.
- Deny the ordinance and provide direction to staff regarding stormwater detention on Lazy Creek.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.2

www.ci.medford.or.us

STAFF RECOMMENDATION

Approve the ordinance for a contract with RH2 Engineering to design the Oregon Hills Detention and Water Quality Facility.

SUGGESTED MOTION

I move to approve the ordinance authorizing a contract with RH2 Engineering to design the Oregon Hills Detention and Water Quality Facility.

EXHIBITS

Ordinance

Map: Oregon Hills Park – Conditional Use Permit Detention Footprint and Natural Play Concept Plan

Map: Oregon Hills Park Master Plan

Contract is on file in the City Recorder's Office.

ORDINANCE NO. 2018-42

AN ORDINANCE awarding a contract in an amount of \$452,519.00 to RH2 Engineering to design the Oregon Hills Detention and Water Quality Facility.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a contract in an amount of \$452,519.00 to design the Oregon Hills Detention and Water Quality Facility, which is on file in the City Recorder's office, is hereby awarded to RH2 Engineering.

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor



MASTER PLAN PHASE ONE
 NATURAL PLAY AREA
 ADOPTED 12/21/10
 PARKS & RECREATION COMMISSION



OREGON HILLS PARK

CONDITIONAL
 USE
 PERMIT
 DETENTION FOOTPRINT

&

NATURAL PLAY CONCEPT PLAN
 OVRELAY ONTO
 2009 MASTER PLAN

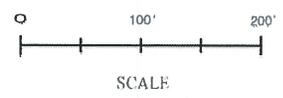
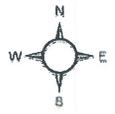
April 6, 2011

37 1W 22 216

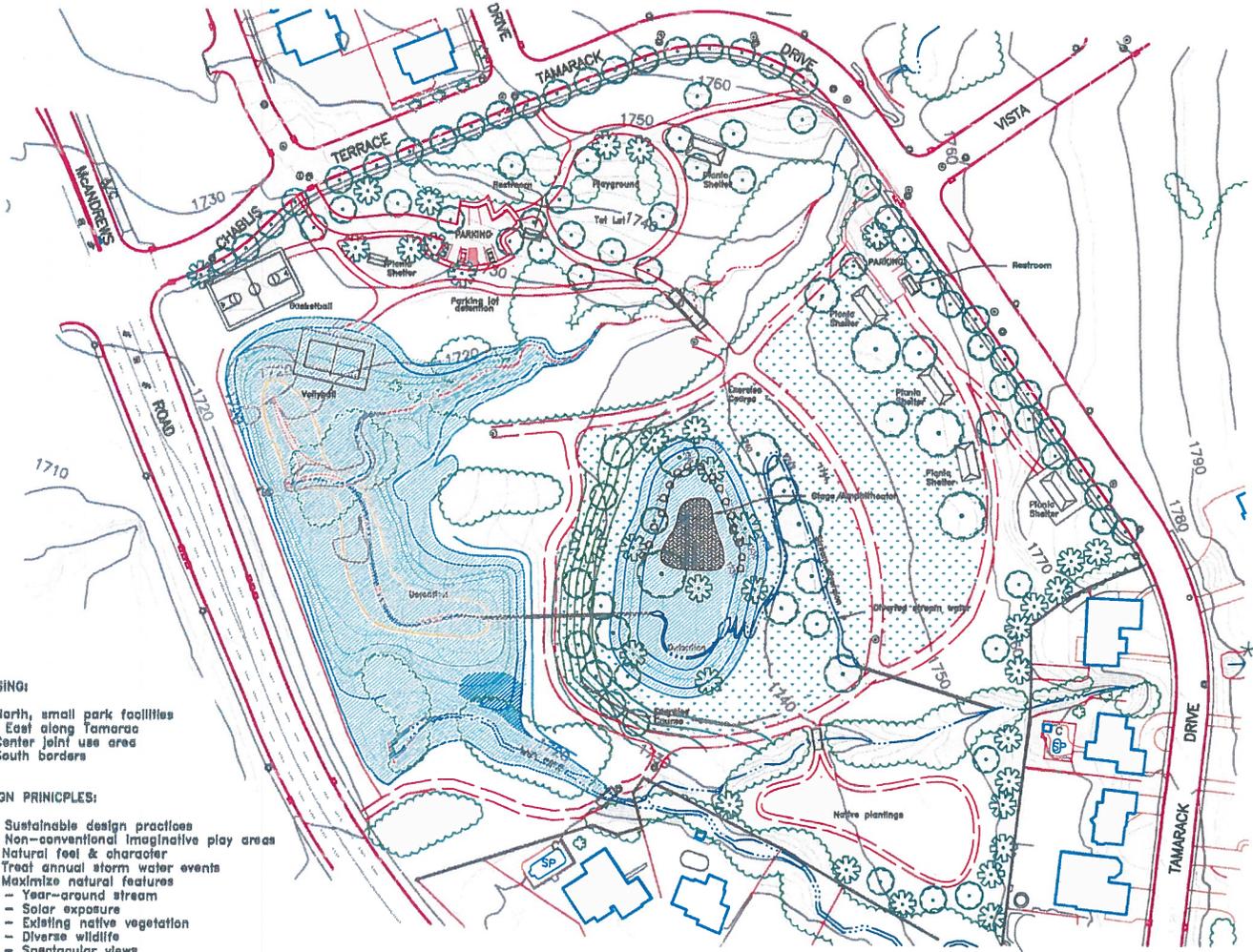
6001 E MCANDREWS RD
 MEDFORD, OREGON

Phase One Concept Plan by Anita Van Asperdt
 Landscape Architect, Landcurrent

Master Plan by Pete Young,
 Park Planner, City of Medford Parks & Recreation

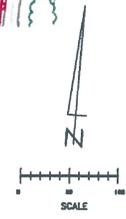
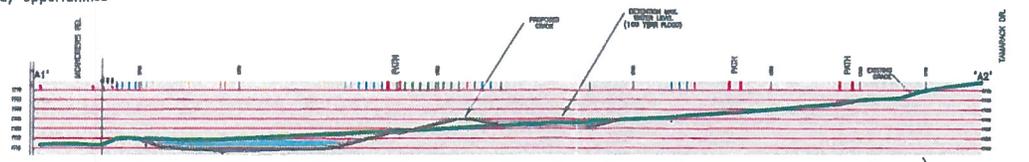


OREGON HILLS
 MASTER PLAN
 ADOPTED 02/17/09
 PARKS & RECREATION COMMISSION



- PHASING:**
- I. North, small park facilities
 - II. East along Tamarack
 - III. Center joint use area
 - IV. South borders

- DESIGN PRINCIPLES:**
- I. Sustainable design practices
 - II. Non-conventional imaginative play areas
 - III. Natural feel & character
 - IV. Treat annual storm water events
 - V. Maximize natural features
 - Year-ground stream
 - Solar exposure
 - Existing native vegetation
 - Diverse wildlife
 - Spectacular views
 - Ideal for innovative play opportunities



General Notes



APPROVED
CITY OF MEDFORD PARKS & RECREATION
OREGON HILLS PARK
MASTER PLAN

No.	Revision/Issue	Date

Prepared by and Address:

CITY OF MEDFORD
PARKS & RECREATION
425 N. 5th ST.
MEDFORD, OREGON 97504

Project Name and Address:

CITY OF MEDFORD
OREGON HILLS PARK
SUNSHINE RD
MEDFORD, OREGON 97504

Drawn by:	Scale:



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.3

www.ci.medford.or.us

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

AGENDA SECTION: Consent Calendar
MEETING DATE: May 17, 2018

COUNCIL BILL 2018-43

An ordinance awarding a contract in an amount of \$797,875.00 to James W. Fowler Co. to perform methane gas piping and flare system improvements at the Regional Water Reclamation Facility.

SUMMARY AND BACKGROUND

The City Council is requested to consider awarding a contract in the amount of \$797,875.00 to James W. Fowler Co. to perform methane gas improvements at the Regional Water Reclamation Facility (RWRF).

Methane gas that is created by the sewage digester fuels a cogeneration engine which generates electricity utilized by the RWRF. The objective of this project is to relocate a methane gas pipe to comply with National Fire Protection Association (NFPA) 820 Wastewater Collection System Standards and replace an aging waste gas flare system that burns excess methane gas. Under OAR 340-214-0320, we are required to flare excess methane gas not burned by the cogeneration engine.

PREVIOUS COUNCIL ACTIONS

On June 15, 2017, the Council approved Council Bill 2017-57 adopting the Biennial Budget 2017-2019 which includes this project on page 8-40.

ANALYSIS

Three bids were received and James W. Fowler Co. was the apparent low bidder with a bid of \$797,875.00. The other bids received were Bayview Engineering and Construction Co. Inc. - \$958,224.00, and McClure and Sons, Inc. - \$799,859.00. The engineer's estimate of the construction costs for this project was \$979,000.00.

The purpose of this project is to maintain a safe working environment by conforming to NFPA 820 Standards and ensure a continued ability to reliably flare excess methane gas as required. This project includes demolition of the existing waste gas flare, miscellaneous digester gas piping, equipment, and associated electrical components; construction of a new waste gas flare and associated electrical/controls equipment, digester gas equipment, digester gas piping and associated supports, valves fittings, gauges and other appurtenances; and site work. This project is required to conform to NFPA and Oregon Department of Environmental Quality regulatory requirements.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Expenditure of \$797,875.00 which is included on page 8-40 of the 2017/2019 Biennium Budget.

TIMING ISSUES

The work will begin in July 2018 and is scheduled to be complete by April 2019.

COUNCIL OPTIONS

- Approve the ordinance as presented.
- Modify the ordinance.
- Deny the ordinance and provide direction to staff regarding fire safety and regulatory constraints.

STAFF RECOMMENDATION

Approve the ordinance for a contract with James W. Fowler Co.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.3

www.ci.medford.or.us

SUGGESTED MOTION

I move to approve the ordinance for a contract in the amount of \$797,875.00 to James W. Fowler Co. for construction of the Methane Gas Improvements Project.

EXHIBITS

- Ordinance
 - Bid Tabulation
 - Scope of Work
 - Contract on file in the City Recorder's Office
-

ORDINANCE NO. 2018-43

AN ORDINANCE awarding a contract in an amount of \$797,875.00 to James W. Fowler Co. to perform methane gas piping and flare system improvements at the Regional Water Reclamation Facility.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a contract in an amount of \$797,875.00 to perform methane gas piping and flare system improvements at the Regional Water Reclamation Facility, which is on file in the City Recorder's office, is hereby awarded to James W. Fowler Co.

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

Scope of Work **WNP1602 Methane Gas Improvements Project**

The project is located at the Regional Water Reclamation Facility, 1100 Kirtland Road, Central Point, Oregon 97502.

This project generally includes, but is not limited to, the following Work:

1. Demolition of the existing waste gas flare, miscellaneous digester gas piping, equipment, and associated electrical components; construction of a new waste gas flare and associated electrical/controls equipment, digester gas equipment, digester gas piping and associated supports, valves fittings, gauges and other appurtenances; and site work including construction of concrete equipment pads, and a vehicle pullout area.
2. 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.
3. 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.

The project sequence generally includes, but is not limited to, the following:

1. Clearing and grubbing and demolition site work at southwest side of Cogen Building
2. Construct site improvements at southwest side of Cogen Building including drainage piping, concrete work, and asphalt paving.
3. Install gas piping, equipment, waste gas burner, and all other mechanical, structural, electrical and instrumentation work per plans and Specifications.
4. Integrate new systems with existing SCADA system.
5. Demolish existing gas piping and connect new gas piping to existing system.
6. Startup and testing.
7. Demolish existing flare.
8. Work to occur at any time - Install pipe insulation and freeze protection



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.4

www.ci.medford.or.us

DEPARTMENT: Parks, Recreation, Facilities
PHONE: (541) 774-2657
STAFF CONTACT: James Bryant, Facilities Management Superintendent

AGENDA SECTION: Consent Calendar
MEETING DATE: May 17, 2018

COUNCIL BILL 2018-44

An ordinance awarding a contract in an amount of \$137,210.00 to Bleser Built Roofing for the replacement of the Lausmann Annex roof.

SUMMARY AND BACKGROUND

City Council is requested to consider awarding a contract to Bleser Built Roofing in the amount of \$137,210.00 to reroof the Lausmann Annex.

PREVIOUS COUNCIL ACTIONS

On June 15, 2017, Council approved Council Bill 2017-57 adopting the Biennial Budget 2017-2019 and making appropriations thereunder, including funds for the Lausmann Annex Reroof project.

ANALYSIS

The Lausmann Annex is the hub for the City's Public Works, Building, Planning, and Fire departments, as well as the Medford Water Commission. Built in 1998, the two-story building is a much-used and essential structure for employees and the public.

The Facilities Management Division seeks Council approval of a \$137,210.00 contract with Bleser Built Roofing to reroof the Lausmann Annex. If approved, the project will decrease the weight load on the roof structure (by eliminating rock ballast), eliminate existing leak points, reflash parapet wall caps, and reset the warranty period for the roof. In addition to extending the life of the existing facility, the replacement will reseal the building roof that will save staff time and nearly eliminate the possibility for damage to the interior from leaks.

Employees currently located in the building and customers will experience minimal impacts during the project; noise will be a temporary inconvenience. The most noise will come from the removal of the rock ballast, but that work would be scheduled over a weekend. Customer and employee access into the building will not be impacted during the work schedule.

If the contract is approved, construction is scheduled to start late June 2018, and finish by the end of July 2018.

The City used a public low-bid procurement process. Five roofing contractors attended the mandatory walk-through meeting, and only Bleser Built Roofing submitted a bid. Facilities Management created the bidding documents and obtained the necessary permits.

A total of \$150,000.00 was budgeted for the project in the current biennium from the General Fund.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

\$150,000.00 budgeted in current biennium as General Fund capital improvement project BAN1100, page 9-40 in the biennial budget binder.

TIMING ISSUES

Reroof work is projected to take approximately one month. If approved, construction is scheduled to begin late June 2018, and finish late July 2018.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.4

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COUNCIL OPTIONS

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

STAFF RECOMMENDATION

Staff recommends approval of the contract, per permitted plans and bid documents.

SUGGESTED MOTION

I move to approve a construction contract with Bleser Built Roofing in the amount of \$137,210.00 to reroof the Lausmann Annex.

EXHIBITS

Ordinance
Bleser Built Roofing Bid Schedule
Project overview

ORDINANCE NO. 2018-44

AN ORDINANCE awarding a contract in an amount of \$137,210.00 to Bleser Built Roofing for the replacement of the Lausmann Annex roof.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a contract in an amount of \$137,210.00 for the replacement of the Lausmann Annex roof, which is on file in the City Recorder's office, is hereby awarded to Bleser Built Roofing.

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor



OFFICE OF
Parks and Recreation
Facilities Management Division

CITY OF MEDFORD
200 SOUTH IVY
MEDFORD, OREGON 97501

TELEPHONE (541) 774-2657
FAX: (541) 774-2658
www.ci.medford.or.us

Lausmann Annex – 200 S. Ivy Street, Medford, OR 97501
Roof Replacement

BID SCHEDULE

ITEM	DOLLAR AMOUNT
Complete re-roof of Lausmann Annex with specified materials, including flashing and existing entrance low roofs.	<p style="text-align: center;">137,210⁰⁰—</p> <p>ONE HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED TEN DOLLARS—</p>

Proposed days needed to complete project: 30 days

~~BIDS ARE DUE BY WEDNESDAY~~ ^{Tuesday} ~~APRIL 17TH~~ BY 2:00PM

Company Name: Bleser Built Roofing

Address: Po Box 5294, Central Point, Ore
97502

Phone: 541 601 7870

Email: ryanbleser@hotmail.com

BLESER BUILT ROOFING, INC.

P.O. Box 5294 • Central Point, OR 97502
Phone: (541) 245-6727 • Fax: (541) 245-2726
ryanbleser@hotmail.com
Licensed • Bonded • Insured • #75393

Co

3



OFFICE OF
Parks and Recreation
Facilities Management Division

CITY OF MEDFORD
200 SOUTH IVY
MEDFORD, OREGON 97501

TELEPHONE (541) 774-2657
FAX: (541) 774-2658
www.ci.medford.or.us

Lausmann Annex – 200 S. Ivy Street, Medford, OR 97501
Roof Replacement

I. Project Overview:

The purpose of this project is to replace existing site roof and install new parapet flashing at a City of Medford location. The project work shall include all labor, equipment and materials necessary for painting as described herein.

A mandatory on-site walk-through has been scheduled for Thursday, March 29, 2018 at 10:00 a.m. Please meet at the entrance to the Lausmann Annex located at 200 S. Ivy Street, Medford, OR 97501.

II. Project Scope of Work:

The project should be bid using the following Scope of Work:

Removal of existing ballast rock and roof material from all roof sections of building. Preserve existing antennas and mechanical equipment. Replace parapet wall flashing and roofing material per specifications.

Plans and specifications are available at Medford Builders exchange or BidSync.

BOLI:

This project will be subject to the January 1, 2018 BOLI Wage Rates. The contractor is required to have an active Public Works Bond. Payment and Performance Bonds for the full amount of the contract is required.

COMPLETION DATE:

This project must be completed no later than September 15, 2018. Sooner is better.

III. Bid Submittal:

Bids are due on Tuesday, April 17th by 2:00 p.m.

Submit a bid via City of Medford BidSync or contact:

Jennifer Huston
purchasing@cityofmedford.org
541-774-2027

Continuous Improvement – Customer Service

For further clarification of the project scope, please contact:

Rick Isner
Rick.isner@cityofmedford.org
541-210-3856

James Bryant
James.bryant@cityofmedford.org
541-774-2657



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.5

www.ci.medford.or.us

DEPARTMENT: Parks, Recreation, Facilities
PHONE: (541) 774-2483
STAFF CONTACT: Rich Rosenthal, Director

AGENDA SECTION: Consent Calendar
MEETING DATE: May 17, 2018

COUNCIL BILL 2018-45

An ordinance authorizing the purchase of 4.71 acres of land in an amount of \$17,031.50 from the Medford Parks and Recreation Foundation for the development of Village Center Park.

SUMMARY AND BACKGROUND

City Council is asked to approve an ordinance authorizing the purchase of Village Center Park from the Medford Parks and Recreation Foundation in the amount of \$17,031.50.

PREVIOUS COUNCIL ACTIONS

On June 4, 2015, Council approved Council Bill 2015-57, adopting the 2015-17 biennial budget and making appropriations thereunder, including funding for development of a Southeast Area neighborhood park.

On April 20, 2017, Council Bill 2017-39 was approved, incorporating the 2016-25 Leisure Services Plan (LSP) into the City's Comprehensive Plan. The LSP specifies the City's desired level of service pertaining to accessibility of parkland, trails, pathways and open space and identifies Village Center Park as a neighborhood park needed for the Southeast Area.

On March 16, 2017, Council Bill 2017-22 was approved, authorizing a Letter of Intent with the Medford Parks and Recreation Foundation to donate 4.71 acres of parkland to the City for the development of Village Center Park.

On June 1, 2017, Council approved Council Bill 2017-57, adopting the 2017-19 biennial budget and making appropriations thereunder, including carrying forward funds for development of Village Center Park.

On September 21, 2017, Council approved Council Bill 2017-114, authorizing execution of an agreement with Medford Parks and Recreation Foundation, Crystal Springs Development Group, and the City of Medford for development, reimbursements, and conveyance of Village Center Park.

ANALYSIS

The Parks, Recreation and Facilities Department is ready to develop Village Center Park, a neighborhood park at the intersection of Lone Oak, Shamrock and Michael Park in the Southeast Area. In order to proceed, the City Council is asked to approve conveyance of the 4.71-acre property from the Medford Parks and Recreation Foundation.

Over the past few years, the Department has worked with Crystal Springs Development Group (CSDG) and the Foundation to create a 3.25-acre neighborhood park that would serve several hundred residences in the fast-growing Southeast Area. In Dec. 2016, CSDG donated the parkland, valued at \$564,000, to the Foundation, and the parties entered into an expense-reimbursement agreement last September.

The Foundation approved the proposed transfer and sale of the park on March 20, 2018. The total purchase price to the City of Medford is \$17,031.50, which represents the Foundation's three-percent processing fee based on the appraised land value (\$16,920) and reimbursement of a Jackson County Tax Office valuation charge (\$111.50). Funding is available within the Village Center Park capital improvement budget adopted for the current biennium.

If approved, the Foundation and City will execute the transfer through a title report and a Statutory Bargain



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.5

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and Sale Deed, eliminating expenses related to title insurance and an escrow account.

Park development would be conducted through traditional public contracting methods, with a construction contract tentatively scheduled for Council consideration in June.

When finished, Village Center Park will serve 382 existing households within a half-mile radius. Additionally, to meet LSP level-of-service goals based on growth estimates, the transaction helps achieve the City's Leisure Services Plan goal of adding 79 acres of neighborhood parkland by 2026.

The Foundation, an independent 501(c)3 non-profit organization, frequently serves as a pass-through for individuals and businesses wishing to receive tax benefit from charitable contributions to the City. Summerfield Park was developed and accepted by the City through a similar process utilizing the Foundation in 2007-08.

The Parks and Recreation Commission approved what was known as the Southeast Area Conceptual Park Master Plan in May 2015, and it recommends approval of the agreement.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Cost of \$17,031.50. Funding budgeted as a Parks Capital Improvement Project (RZZ1012621), page 5-42 in 2017-19 approved budget document.

TIMING ISSUES

Conveyance must occur prior to approval of a construction contract.

COUNCIL OPTIONS

Approve the ordinance as presented.

Modify the ordinance as presented.

Deny the ordinance and provide staff with direction.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve conveyance of Village Center Park from the Medford Parks and Recreation Foundation in the amount of \$17,031.50.

EXHIBITS

Ordinance

Foundation Invoice

Property Tax Exemption Application email

Jackson County Real Property Tax Statement

Appraisal

Maps

ORDINANCE NO. 2018-45

AN ORDINANCE authorizing the purchase of 4.71 acres of land in an amount of \$17,031.50 from the Medford Parks and Recreation Foundation for the development of Village Center Park.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That the purchase of 4.71 acres of land in an amount of \$17,031.50 from the Medford Parks and Recreation Foundation for the development of Village Center Park, which agreement 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

Alex M. Modrell

From: Carla Center <CenterCD@jacksoncounty.org>
 Sent: Wednesday, December 20, 2017 2:31 PM
 To: Alex M. Modrell
 Subject: Property Tax Exemption Applications

Good afternoon Alex,

I did look up the value of the properties to see what the late file would be for each of them. For the property account number 10337615, the Real Market Value is \$197,020, so the \$200 late fee was correct. For property account number 11005365, the Real Market Value is \$311,500, making the fee \$311.50. I should be able to finish with processing the applications this week. I would just need an addition \$111.50 brought in to complete the process of the 11005365 application.

Thank you,

Carla Center
 Exemption Specialist
 Jackson County Assessor's Office
 541-774-6041

MEDFORD PARKS & RECREATION FOUNDATION
 (541) 774-2400
 PO BOX 124
 MEDFORD, OR 97501

2212
 96-7477/3232
 04

Date 12/21/17

Pay to the Order of JACKSON COUNTY \$ 111.50
ONE HUNDRED ELEVEN & 50/100 Dollars

ROGUE CREDIT UNION. 800-856-7328 www.roguecu.org

For ADULT TAX EMPLOYEE 11005365

⑆323274775⑆ 879957805⑈ 2212

Photo Safe Deposit™
 Intuitive Lock



TAX ACCOUNT ID: 11005365

1D 29644 1 AV 0.373 AUTO 5-DIGIT 97501



MEDFORD PARKS & RECREATION FOUNDATION 117 34949 Seq
701 N COLUMBUS AVE 1 of 1
MEDFORD OR 97501-2343 1D Pg 0.94
1100

CODE: 4901 **MAP:** 371W270001203 **ACRES:** 3.23
SITUS: BARNETT RD E MEDFORD

VALUES:	LAST YEAR	THIS YEAR
REAL MARKET (RMV)		
LAND	0	311,500
STRUCTURES	0	0
TOTAL RMV	0	311,500
MAXIMUM ASSESSED VALUE (MAV)	0	224,440
TOTAL ASSESSED VALUE	0	224,440
VETERAN/MISC EXEMPTION	0	0
NET TAXABLE:	0	224,440
TOTAL PROPERTY TAX:	0.00	6,329.36

EDUCATION SERVICE DISTRICT	78.33
ROGUE COMMUNITY COLLEGE	113.97
MEDFORD SCHOOL DIST 549C	979.50
EDUCATION TOTAL:	1,171.80
JACKSON COUNTY	446.68
4-H EXTENSION SERVICE DISTRICT	9.11
VECTOR CONTROL	9.54
ROGUE VALLEY TRANSIT DISTRICT	39.39
ROGUE VALLEY TRANSIT DISTRICT LOCAL LEVY	29.18
JACKSON SOIL & WATER CONSERVATION	11.13
JACKSON COUNTY LIBRARY DISTRICT	115.56
CITY OF MEDFORD	1,176.83
MEDFORD URBAN RENEWAL	30.86
GENERAL GOVT TOTAL:	1,868.28

JACKSON COUNTY BONDS	32.99
ROGUE COMMUNITY COLLEGE BONDS	21.75
ROGUE COMMUNITY COLLEGE SHARED BONDS	12.46
CITY OF MEDFORD BONDS	13.76
MEDFORD SCH DIST 549C BONDS-2007	352.17
OR FORESTRY FIRE, GRAZING	18.75
FARM ADDITIONAL TAX	2,837.40
BOND - OTHER TOTAL:	3,289.28

2017-18 TAX (Before Discount) 6,329.36

VALUE QUESTIONS (541) 774-6059
PAYMENT QUESTIONS (541) 774-6541

*****FULL PAYMENT*** 6,139.48**
(Includes Discount and any Pre-payments)

TABAR FORM #333

PAYMENT OPTIONS

3% Discount	Pay by 11/15/2017 Use Coupon #1 Only	6,139.48
2% Discount	Pay by 11/15/2017 Use Coupon #1	4,135.18
	Balance due 5/15/2018 Use Coupon #3	2,109.78
Trimester- no discount	Pay by 11/15/2017 Use Coupon #1	2,109.79
	Pay by 2/15/2018 Use Coupon #2	2,109.79
	Balance Due 5/15/2018 Use Coupon #3	2,109.78



Appraisal of Real Property

LOCATED AT:

Shamrock Drive
Medford, OR 97504
Jackson county, Oregon

FOR:

Crystal Spring Development
815 Alder Creek
Medford, Or 97520

AS OF:

11/15/2016

BY:

Roy Wright, SRA
127 valley view Dr
Medford, or 97504
541 890 6442

mrwright39@hotmail.com

Roy Wright,SRA
Roy Wright Appraisal Service, INC
127 Valley View Drive
Medford, OR 97504
541-890 6442

12/01/2016

Crystal Springs Development
815 Alder Creek Drive
Medford, Or 97504

Re: Property: Shamrock Drive Lots one though seven of attached plat.
Medford, OR 97504
Borrower: N/A
File No.: 11-06-16

Opinion of Value 563,847 Rounded to \$564,000
Effective Date: 11/15/2016

In accordance with your request, I have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

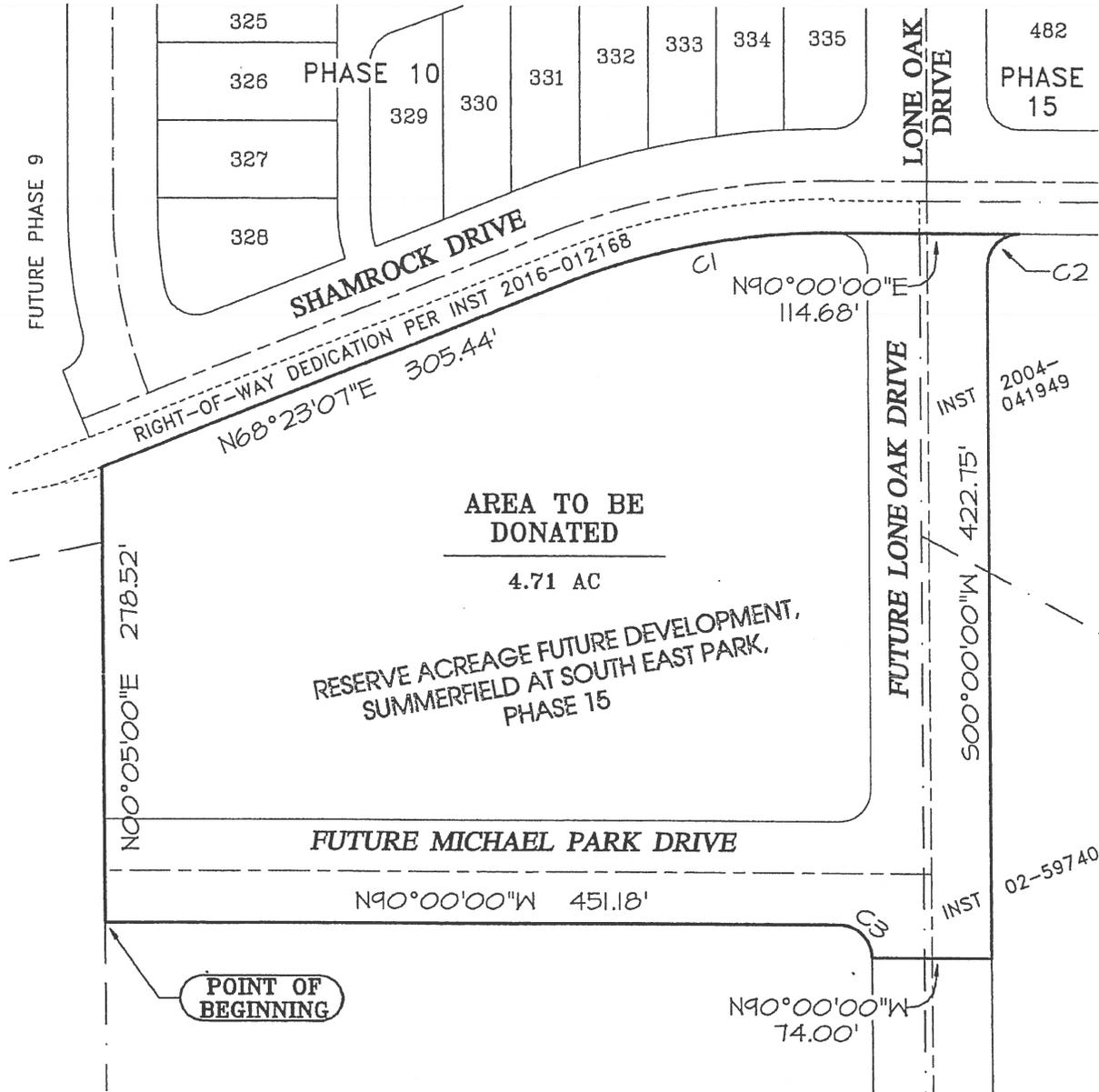
It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely, Roy Wright, SRA



Roy Wright, SRA
Certified residential appraiser.
Certification #: CR00232
State: OREGON Expires: 05/31/2017

EXHIBIT "B"



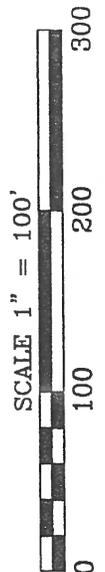
CURVE TABLE

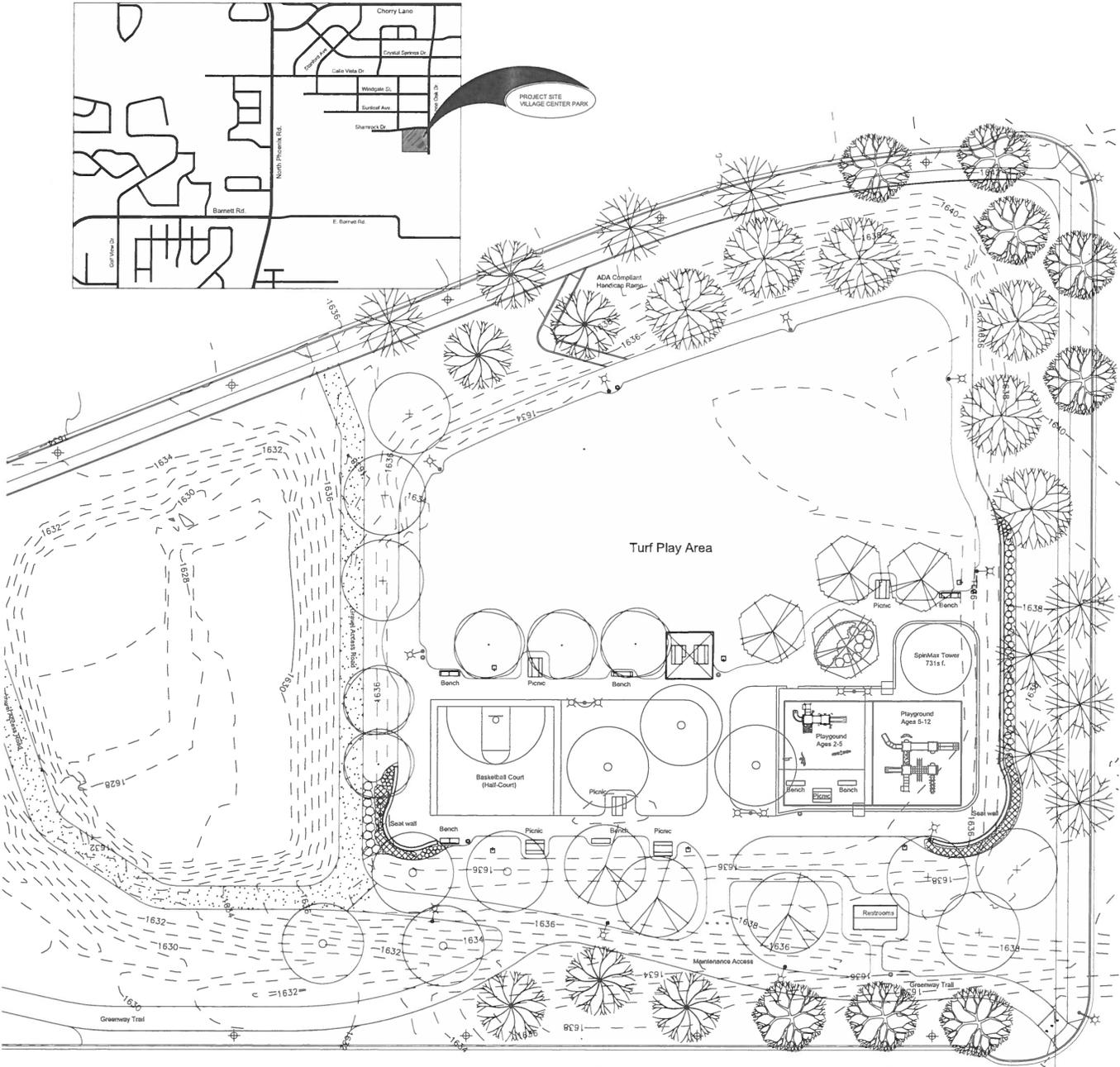
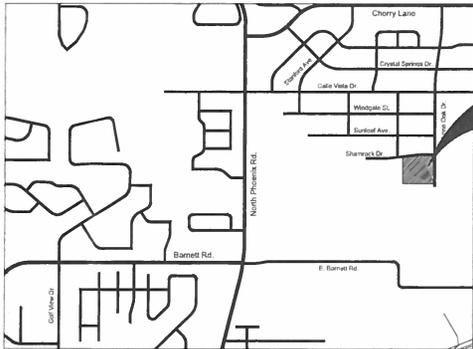
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	21°36'53"	451.00'	170.14'	N79°11'34"E	169.13'
C2	90°00'00"	20.00'	31.42'	S45°00'00"W	28.28'
C3	90°00'00"	20.00'	31.42'	N45°00'00"W	28.28'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2675

Renewal Date 12/31/16





PROJECT INFORMATION:

SITE & ZONING DATA:
 Address:
 Shamrock Drive & Lone Oak Drive
 Medford, OR 97504
 Zoning: MFR-20
 Map No. 371W27
 Lot No. 1010 & 1201

SITE:
 The site will be made accessible, with all public facilities and developed areas located on an accessible route

SHEET INDEX:

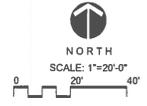
- LANDSCAPE**
- L1 SHEET INDEX & VICINITY MAP LAYOUT PLAN
 - L2 CONSTRUCTION PLAN
 - L3.1 LAYOUT PLAN
 - L3.2 PLAYGROUND & BASKETBALL LAYOUT PLAN
 - L4 GRADING & DRAINAGE PLAN
 - L5 IRRIGATION PLAN
 - L6 PLANTING PLAN
 - L7 LIGHTING PLAN
 - L8.1 HARDSCAPE DETAILS
 - L8.2 PLANTING & IRRIGATION DETAILS

PROJECT TEAM:

OWNER
 Malibu Homes, Inc.
 815 Alder Creek Drive
 Medford, OR 97504
 p 541-778-1000
 f 541-778-7837

LANDSCAPE ARCHITECT
 Galbraith and Associates, Inc.
 318 South Grape St
 Medford, OR 97501
 Contact: John Galbraith
 p 541-770-7984
 f 541-770-5164

CIVIL ENGINEER
 Adkins Consulting Engineering, Inc.
 3126 State Street
 Medford, OR 97504
 Contact: Michael Zarusinski
 p 541-690-1680



galbraith
 AND ASSOCIATES
 LANDSCAPE ARCHITECTURE
 & SITE PLANNING
 318 S. GRAPE STREET
 MEDFORD, OR 97501
 PH: 541-770-7984
 FAX: 541-778-5164
OR REG. LICENSE NO. 24417N, 2006

REGISTERED
 LANDSCAPE ARCHITECT
 John Galbraith
 OR 00000
 940788

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Galbraith & Associates, Inc. and is not to be used, modified, or changed in whole or in part, for any other purpose without the written authorization of John Galbraith, Landscape Architect.

Village Center Park
 Shamrock Dr. & Lone Oak Dr.
 Medford, Oregon

REVISIONS

ISSUE NO.	1451
ISSUE DATE	01.16.17
ISSUED BY	GM, KD
REVIEWED BY	JG
JOB STATUS:	

L1



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.6

www.ci.medford.or.us

DEPARTMENT: Fire
PHONE: (541) 774-2306
STAFF CONTACT: Justin Bates, Deputy Fire Chief

AGENDA SECTION: Consent Calendar
MEETING DATE: May 17, 2018

COUNCIL BILL 2018-46

An ordinance authorizing execution of an Intergovernmental Agreement with Jackson County Fire District 3 for automatic aid response planning.

SUMMARY AND BACKGROUND

Council is requested to consider an Intergovernmental Agreement (IGA) with Jackson County Fire District 3 for fire department automatic aid (closest forces) response planning. Automatic aid ensures that the closest fire department resource is dispatched to an emergency based on GPS location technology regardless of jurisdictional boundaries. The IGA would formalize automatic aid agreements already in place.

PREVIOUS COUNCIL ACTIONS

None

ANALYSIS

Fire Department mutual aid agreements have been in place for many years sharing assistance during large scale events that exceed the capacity of Medford Fire Department resources. Informal automatic aid cooperation with neighboring fire departments have been utilized recently to get the closest fire engine to an emergency regardless of jurisdictional boundaries using GPS and computer dispatching technology.

All agencies involved, as well as the citizens benefit from the sharing of fire department resources using an automatic aid system. This agreement would increase the capacity of each agency to mitigate multiple incidents at a time without expending additional funding for fire department equipment or personnel. This Intergovernmental Agreement would formalize the automatic aid cooperation currently being used with Jackson County Fire District 3.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

No financial impact. Equipment and personnel resources are monitored to ensure mutual benefit of both parties.

TIMING ISSUES

None

COUNCIL OPTIONS

- Approve the ordinance.
- Modify the ordinance.
- Deny the ordinance and provide staff with direction.

STAFF RECOMMENDATION

Staff recommends approval of the Intergovernmental Agreement.

SUGGESTED MOTION

I move to approve ordinance for the Intergovernmental Agreement between the City of Medford and Jackson County Fire District 3 for automatic aid.

EXHIBITS

- Ordinance
- Intergovernmental Agreement

ORDINANCE NO. 2018-46

AN ORDINANCE authorizing execution of an Intergovernmental Agreement with Jackson County Fire District 3 for automatic aid response planning.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of an Intergovernmental Agreement with Jackson County Fire District 3, for automatic aid response planning, 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

**INTERGOVERNMENTAL AGREEMENT
FOR
AUTOMATIC AID AND EMERGENCY RESPONSE SERVICES**

THIS AGREEMENT, is made and entered into on this first day of _____, by and between the City of Medford and Jackson County Fire District 3, through their duly authorized Mayor, City Manager or Board Director, to provide for automatic assistance for fires and other types of emergency incidents as described under the terms of this agreement.

RECITALS

Whereas, Oregon Revised Statutes (ORS) Chapter 190 authorizes units of local government to enter into written agreements with other units of local government for any or all of the functions and activities of a party to the agreement, and

Whereas, the participating cities, towns and fire districts of the Automatic Aid System seek to provide the most efficient, safe, and effective fire-rescue-emergency medical services to their communities, and

Whereas, policy statements for automatic assistance in fire protection and response to other emergencies have existed between specific municipalities and governmental jurisdictions, and

Whereas, under the oversight of the Rogue Valley Fire Chiefs Association, the Mutual Aid System has been in existence to provide the highest levels of services in conjunction with the most effective use of local fire department resources working collaboratively through intergovernmental cooperation; and

Whereas, the Automatic Aid System Participants are committed to demonstrate public equity through the reasonable commitment and distribution of resources within their jurisdiction to ensure that no participant unfairly benefits at the expense of the other participants, and

Whereas, it is the desire of the Automatic Aid System participants joining in this agreement to continue and improve the nature and coordination of emergency assistance to incidents that threaten loss of life or property within the geographic boundaries of their respective jurisdictions, and

Whereas, it is further the determination of each of the parties hereto that the decision to enter into this Automatic Aid Agreement constitutes a fundamental governmental policy of the parties hereto which is automatic in nature, and includes the determination of the proper use of the resources available with respect to the providing of governmental services and the utilization of existing resources of each of the parties hereto, including the use of equipment and personnel, and

Whereas, it is the desire of these municipalities and governmental jurisdictions to maintain a "closest forces" automatic aid response for emergency response services.

AGREEMENT

That the Automatic Aid System participants executing this agreement agree to dispatch their respective assigned fire department units on an automatic basis. The Computer Aided Dispatch and Automatic Vehicle Locator system will automatically determine the closest available, most appropriate unit(s) regardless of jurisdictional boundaries. Each jurisdiction agrees that such unit(s) will respond.

1. It is agreed that the scope of this agreement includes automatic assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations and other types of emergency incidents that are within the standard scope of services provided by fire departments in the Automatic Aid System. The scope of this agreement is not intended to include assistance for pre-planned or special events requiring additional staffing needs.
2. If at any time while this Automatic Aid Agreement is in effect, if a party to the Automatic Aid Agreement closes a fire station, or reduces the level of fire, medical or emergency services provided within its municipal or jurisdictional boundaries, the party closing said fire station or reducing services will give a minimum of 90 days' notice to all other parties to this Automatic Aid Agreement.
3. Agree to maintain compatible equipment and encourage the development of cooperative procedures and protocols.
4. Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction which is not a participant in this agreement.
5. Each participating municipality or fire district shall retain ownership of any equipment or property it brings to the performance of this agreement and shall retain ultimate control of its employees. If at any time it is determined that communications infrastructure is necessary to meet the operational requirements of the automatic aid response system, the jurisdiction's fire department will assist Emergency Communications of Southern Oregon (ECSO) in facilitating all necessary steps to implement sufficient communications infrastructure, including the authorizations, agreements, access, etc.
6. Each Automatic Aid System participant commits to meet regularly to discuss issues and develop policies or protocols to improve coordinated response reliability. The Fire Chief may designate a representative with decision making authority.
7. Participants in this automatic aid agreement do further agree to the following standard service criteria as the primary response system elements of this automatic aid agreement:
 - A. The Automatic Aid System will use a Computer Aided Dispatch (CAD) system that automatically selects the closest, most appropriate unit(s) for dispatch to include Battalion Chiefs. The CAD system shall be a centralized, totally integrated unit dispatch/status keeping system.
 - B. The Automatic Aid System allows the closest, most appropriate emergency response unit to an

emergency to be dispatched automatically - regardless of the jurisdiction where the emergency occurs or the jurisdictional affiliation of the response unit. The dispatch system utilizes Automatic Vehicle Location (AVL) equipment to discern the location of emergency response units and a computerized Geographic Information System (GIS) to discern the location of the emergency call. The AVL and GIS systems allow the dispatch system to match the closest response unit to the emergency and recommend it for dispatch within the Automatic Aid System boundaries. All Automatic Aid System participants shall ensure its staffed engines, ladders, tenders and wildland brush units are equipped with AVLs'.

- C. The automatic aid system utilizes a preplanned system of communications. Communications support for participants includes the provision of a main dispatch and multiple tactical radio frequencies, a Mobile Computer Terminal (MCT) system, a station alerting system, direct communication lines between each participating fire station and the Dispatch Center, and a paging system. These systems are in place and supported by the Dispatch Center.
- D. All participants will use standard command procedures. A standardized Incident Management System (IMS) provides for efficient management of the emergency and for the safety of firefighters through the use of standard terminology, reporting relationships, and support structures. The Incident Management System and associated standard operating procedures adopted for use by all Automatic Aid participants are the Rogue Valley Fire Rescue Standing Orders.
- E. Participants shall use the same set of procedures for Incident Management and minimum company standards (basic evolutions used by the fire service). Participants shall explore opportunities for joint training. Participants that do not attend joint training opportunities on a regular basis, as determined by the signors of this agreement, will be automatically removed from this agreement.
- F. To ensure compatibility of equipment, participants shall maintain a mutually agreed upon inventory of equipment (based upon minimum NFPA standards), including hoses, couplings, pump capacity, communications equipment, and will maintain the minimum standard amount of equipment on each type of apparatus (as recommended by related NFPA Standards).
- G. Participants shall utilize the Valley-wide apparatus numbering system and standardized terminology for apparatus and fire stations.
- H. Participants shall use standardized response criteria (i.e. pre-established type and number of apparatus that will be automatically dispatched based on type of call as per standard NFPA and ISO recommendations). The dispatch system can tailor the response to specific types of incidents by jurisdiction or part of a jurisdiction. This includes the capability to automatically dispatch selected specialty units.

- I. Participants recognize the importance of service delivery and personnel safety issues. The minimum staffing level for response is two fully trained personnel. The minimum staffing level for engines and ladders is three fully trained personnel. Engine & Ladder staffing may be reduced to less than 3 personnel for short periods of time under special circumstances. Specialty units such as Interface engines, wildland units, tenders, tactical tenders, rescues, etc. may have staffing of less than 3 personnel. Command Staff unit staffing of 1 Chief Officer is acceptable.
 - J. To ensure safety, all participants agree that they will follow the standard operating procedures and command procedures of the Rogue Valley Fire Rescue Standing Orders. Departments shall use safety officers that will follow standardized procedures as recommended by NFPA. Staff filling the role of safety officer shall participate in joint training.
 - K. Participants agree to the use of specialized unit resources. The assignment of a specialized unit to an incident relies on predefined response levels to specific types of incidents, the closest specialized unit to the call, and/or any special call for resources made by an incident commander that is not pre-programmed in the CAD system. This includes, but is not limited to, hazardous materials support, technical rescue support, loss control, rehab, command, utility, brush, and water tenders.
 - L. Participants agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that all participants will provide assistance outside its jurisdictional boundaries and that the level of service delivered within the Automatic Aid System will be comparable.
 - M. The amount of automatic aid given and received by each participant of this agreement will be tracked on a monthly basis with a rolling 12 month look-back. If significant long term trends develop in the gap between automatic aid given vs received then the participants of this agreement will meet to evaluate strategies to reduce that gap.
 - N. Participants shall define "time of dispatch" as the point in time at which the Dispatch Center has notified the station or (responding unit if out of station) of the call through the station alert system, radio, or MDC.
 - O. Participants shall measure "response time" from the time of dispatch to time of arrival on-scene.
 - P. Calls outside the response boundaries of the Automatic Aid Response System will be considered mutual aid where such written agreements remain under the supervision of the Rogue Valley Fire Chiefs Association. Requests for and responses to mutual aid will be at the sole discretion of the departments involved.
8. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

9. Except as specifically agreed to by both parties for a particular incident, neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement. In the event of Declared Disasters, participants may apply for reimbursements from County, State and Federal agencies.
10. The parties further understand that this agreement supersedes any previous Automatic Aid Agreement between any of the parties hereto.
11. The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of Oregon Workers Compensation Law, specifically, ORS or any amendment thereto, and that all such notices as required by such laws shall be posted in accordance with said law.
12. No term or provision in this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.
13. The parties to this agreement hereby agree that other departments dispatched by Emergency Communications of Southern Oregon may be added to this Automatic Aid Agreement upon approval of their governing body and the governing bodies of all signors.
14. This Automatic Aid Agreement shall be reviewed by all parties every five years or as deemed necessary.

REVIEW, EVALUATION, AND QUALITY ASSURANCE

Both parties shall notify the other as soon as possible of incidents that affect the quality of service delivery under this agreement. Both parties agree to work diligently towards resolving any issues that may arise for the mutual benefit of the parties.

LIABILITY/INDEMNITY

- A. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, Fire District 3 shall defend, indemnify and hold harmless the City of Medford, and each of the City of Medford elected officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or incident to the performance of this agreement by Fire District 3, including, but not limited to, any acts or omissions of Fire District 3's officers, employees, agents, volunteers and others, if any, designated by Fire District 3 to perform services under this agreement.
- B. Fire District 3 shall not be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses directly, solely and proximately caused by the negligence of the City of Medford.
- C. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, the City of Medford shall defend, indemnify and hold harmless Fire District 3, and each of its elected official, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of

whatsoever nature, arising out of or incident to the performance of this agreement by the City of Medford, including but not limited to, the acts and omissions of the City of Medford's employees, agents, volunteers and others, if any, designated by the City of Medford to perform services under this agreement.

- D. The City of Medford shall not be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses directly, solely and proximately caused by the negligence of District 3.
- E. This section does not confer any right to indemnity on any person or entity other than the parties, waive any right of indemnity or contribution from any person or entity; or waive any governmental immunity.

DEFAULT

- A. A party to this agreement who has cause to believe that the other party is in default of the terms or conditions of this agreement, shall give the party alleged to be in default written notice of said default, and allow not less than ten (10) days for the default to be cured. If the default is not cured within that time, the following remedies are available to the parties:
 - Declare this agreement to be terminated, at which time the provisions of Termination of this agreement shall be complied with.
 - Request arbitration of any dispute pursuant to ORS 190.710 to ORS 190.180.
 - If not resolved in arbitration, bring an action in the Jackson County Circuit Court to enforce any provision of this agreement.
- B. Each of the above remedies is deemed to be cumulative and non-exclusive of any other remedy.

TERMINATION

- A. This agreement may be terminated by either party, without cause, by the terminating party giving the other party written notice of its intention to terminate this agreement. Such notice shall be given at least six (6) months prior to the termination of this agreement, although, by mutual consent of the parties, this agreement may be terminated on shorter notice.

ENTIRE AGREEMENT

- A. This written agreement is the entire agreement of the parties hereto regarding the subject matter of this agreement and contains all of the terms and conditions of the agreement between the parties. All prior agreements, for the services aforementioned, understandings or the like, whether written or verbal, are superseded by this agreement and shall be of no force or effect whatsoever. Any amendment to this agreement shall be in writing and signed by the representatives of the parties as duly authorized by the governing body of each party.

EXECUTION

A. The execution of this agreement by each of the undersigned is done pursuant to the authorization of the governing body of each party, voted upon in an open meeting in accordance with Oregon Law, and each person executing this agreement hereby certifies that they are authorized to execute this agreement on behalf of Fire District 3 or the City of Medford. In witness whereof, the parties, through their duly authorized representatives, have executed this Agreement on the date or dates set forth below.

IN WITNESS WHEREOF, this Agreement is executed on the year and date first above written.

City of Medford

Jackson County Fire District #3

Name

Name

Signature

Signature

Title

Title



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.1

www.ci.medford.or.us

DEPARTMENT: City Recorder/Legal **AGENDA SECTION:** Ordinances and Resolutions
PHONE: 774-2088/774-2022 **MEETING DATE:** May 17, 2018
STAFF CONTACT: Karen Spoons, City Recorder
Madison Simmons, Assistant City Attorney

COUNCIL BILL 2018-47

An ordinance amending section 2.117 of the Medford Municipal Code pertaining to nomination requirements for City Council and Mayoral elections.

SUMMARY AND BACKGROUND

Council is requested to consider an ordinance amending section 2.117 of the Medford Municipal Code (MMC), which describes the nomination requirements and processes for candidates for City Council and Mayoral elections.

The proposed amendments reflect changes in state election laws since the last time this section was updated in 1984. The nominations process for Council and Mayoral elections requires prospective candidates to comply with the requirements set forth in the Medford Charter of 1998, as well as with rules established by the Oregon Secretary of State's Office. These rules include residency requirements for Council and Mayoral candidates; the number of signatures required for nomination; the manner in which signatures are collected and submitted; the timeline for submission and review of nominations; and the process for verifying that nomination papers have been properly submitted to the City Elections Officer. Additionally, section 2.117 outlines the process by which a candidate may withdraw his or her nomination.

PREVIOUS COUNCIL ACTIONS

On May 17, 1984, Council Bill 5147 was approved, amending Chapter 2 of the MMC by adding sections 2.116 and 2.117 pertaining to nominations and elections.

ANALYSIS

The proposed revisions and amendments update MMC 2.117 to comport with state and local election regulations, including rules promulgated by the Oregon Secretary of State's Office and sections 8, 12, and 22 of the Medford Charter of 1998. As presently written, section 2.117 requires a number of nomination documents to be notarized; however, no such notarization process is required by state or local law. Additionally, section 2.117 refers to nomination "forms," but the present language does not indicate that the "forms" are standardized by the Secretary of State's Office and provided by the City Elections Officer.

Finally, the present format of section 2.117 makes the nomination process difficult to read and follow. The proposed changes include adding subsections (1) through (4) to differentiate between the initiation of the nomination process, the completion of the nomination process, the governmental review of nomination papers, and the process for withdrawing a nomination.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

Election packets will be available for potential nominees to pick up from the City Elections Officer on May 30, 2018. Because section 2.117 affects the nomination and election processes, it seems prudent to approve the updated language before election packets are made available to potential nominees for this year's election cycle.

COUNCIL OPTIONS

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



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 80.1

www.ci.medford.or.us

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance amending Medford Municipal Code section 2.117.

EXHIBITS

Ordinance

ORDINANCE NO. 2018-47

AN ORDINANCE amending section 2.117 of the Medford Municipal Code pertaining to nomination requirements for City Council and Mayoral elections.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

SECTION 1. Section 2.117 of the Medford Code is amended to read as follows:

2.117 Nominations.

Pursuant to Section 22 of the Medford Charter of 1998, the City Recorder shall be the City Elections Officer and shall oversee the nomination process as outlined in this Section.

A qualified elector who meets the qualifications of Sections 8 and 12 of the Charter may be nominated for elective city office, pursuant to the process outlined in this Section.

For purposes of this Section, a “qualified elector” shall mean an active Oregon registered voter who has continuously resided within the City for no less than six months prior to election day, and who remains in the City for the duration of his or her term in elective office. Nominees for City Council must live in the Ward they seek to represent at the time they are qualified for office, and must reside and remain in that ward. A candidate is considered “qualified for office” at the time the candidate submits his or her nomination papers to the City Elections Officer, as described in subsection (3) of this Section.

If a person is a resident of an area annexed by the City less than six months prior to election, the person’s total continuous residency in the area annexed shall be counted towards the six-month requirement.

(1) Initiation of Nomination Process. ~~The nomination~~ Nomination shall be by a petition signed by at least 25 electors of the city. **The petition shall be in a form prescribed by the Secretary of State’s office, and shall specify the name and address of the nominee, the office sought, and the date of the general election.** In case of a nomination for a council position, the electors signing the petition must reside in the ward to be represented by the nominee. ~~The petition shall specify the name and address of the nominee, the office sought, the date of the general election, and shall be in a form prescribed by the recorder.~~ **All electors signing the petition shall print their names, the date signed, and their residence address by street and number. The circulator of a nomination petition shall sign all petition forms he or she circulated, affirming that each signature appended thereto was made in his or her presence and is the genuine signature of the person whose name it purports to be. No elector shall sign more than one petition for each office to be filled at the election. If he does so, his signature shall be valid only on the first sufficient petition filed for the office. The signatures to a nomination petition need not all be appended to one paper, but to each separate paper of the petition shall be attached a notarized affidavit of the circulator thereof stating that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be. All electors signing the petition shall also print their names, the date signed, their residence address by street and number and precinct number.**

(2) Completion of Nomination Process. **To complete the nomination process, the nominee shall sign the form(s) required by the Secretary of State’s office and submit the completed form(s) to the City Elections Officer.**

~~Written acceptance of the nomination, agreement to serve if elected and certification of qualifications to serve shall be signed by the nominee and attached to the petition before filing.~~ All nominating papers ~~comprising a petition~~ shall be assembled and filed with the ~~recorder~~ **City Elections Officer** as one instrument not sooner than the 15th day after the date of the primary election nor later than the 70th day before the date of the general election. The ~~recorder~~ **City Elections Officer** shall make a record of the time at which each petition is filed and the name and address of the person by whom it is filed. **After approving each applicant's nominating papers, the City Elections Officer shall deliver completed petitions to the Jackson County Elections Office.**

(3) Sufficiency of Nomination. Once a potential candidate's nomination papers are approved by the City Elections Officer and deemed sufficient by the Jackson County Elections Office, then the candidate shall be considered "qualified" for the position.

If the petition is insufficient, the ~~recorder~~ **Jackson County Elections Office** ~~shall~~ **will** notify ~~return the petition to the person who filed it~~ **City Elections Officer** within five days after the filing, certifying in writing wherein the petition is insufficient. The deficient petition may be amended and ~~filed again resubmitted to the City Elections Officer as a new petition, or a substitute petition for the same candidate may be filed within the regular time for filing nomination petitions.~~ **The City Elections Officer will verify qualifications for any potential candidates prior to their name being placed on the ballot. If the candidate does not qualify for the position, they will be rejected.**

(4) Withdrawal of Nomination. Any person who has been nominated and has accepted the nomination may withdraw from nomination not later than the 67th day before the general election by filing **a completed copy of the withdrawal form, published by the Secretary of State's Office,** with the ~~recorder~~ **City Elections Officer** ~~a written statement declining the nomination and stating the reason for withdrawal.~~ The statement shall be signed and acknowledged by the candidate ~~before a notary public.~~

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

NOTE: Matter in **bold** is new. Matter ~~struck out~~ is existing law to be omitted. Three asterisks (* * *) indicate existing law which remains unchanged by this ordinance but was omitted for the sake of brevity.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.2

www.ci.medford.or.us

DEPARTMENT: Finance
PHONE: (541) 774-2030
STAFF CONTACT: Donna Holtz, Interim Finance Director

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: May 17, 2018

COUNCIL BILL 2018-48

An ordinance awarding a one year contract in an amount of \$298,200.00 to Kosmatka, Donnelly & Piels, LLP to assist with risk advisory and financial support services.

SUMMARY AND BACKGROUND

An ordinance awarding a one year personal services contract to Kosmatka, Donnelly & Piels (KDP) LLP to provide internal control documentation, process assistance and independent assessment to assist with department needs in order to provide timely reporting and audit data.

On February 8, 2018 the City's contracted Auditor, Isler LLC, announced they would not be seeking renewal of the three year contract with the City of Medford. The City's recent ERP conversion requires additional resources that Isler is not able to accommodate. The City of Medford issued a Request for Proposal (RFP) for risk advisory and financial support services. KDP was the only firm to submit a proposal.

PREVIOUS COUNCIL ACTIONS

None

ANALYSIS

Personnel services in the Finance department have remained constant for the past 10 years. Since December 2017, there has been a 45% turnover in key personnel losing over 20 years of institutional knowledge and process. Resources are being allocated to training new staff pushing month-end closing deadlines. The new ERP ONESolution conversion is still under way causing dual entry and manual exports/imports. This is anticipated to continue for 1 to 2 more years.

Hiring a new Auditor in addition to these factors may trigger a more extensive audit process requiring more resources. These risk advisory services will help mitigate any adverse findings, bring financials up-to-date and provide necessary internal controls to be in compliance with state laws.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Staff has identified the following potential sources for the \$298,200.00 cost for the services needed to bring financials up to date:

Source	Amount
Personnel Savings-Finance FY18 ⁽¹⁾	\$50,000
Technology projects completed under budget ⁽²⁾	\$25,000
Planning Department ⁽³⁾	\$30,000
Police Record Management System Replacement ⁽⁴⁾	\$100,000
General Fund Contingency ⁽⁵⁾	\$93,200

1. Staff has estimated personnel savings from within the Finance Department. This savings is a result of several factors that include newly hired staff that are not compensated at a rate of those staff that have left or retired from the department.
2. Technology Services has two projects within the first year of the biennium that were completed under budget. These projects are; Public Safety Server Replacement and Network Storage Expansion and can be found on page 9-9 of the 2017-19 Biennial Budget.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.2

www.ci.medford.or.us

3. The Planning Department estimated contracted costs associated with completing the Liberty Park Plan and legal fees for the Urban Growth Boundary Amendment (UGBA). The department received a grant for the Liberty Park Plan and we anticipate falling well below the budgeted amount for legal work for the UGBA.
4. Police Record Management System Replacement project can be found on page 9-33 of the 2017-19 Biennial Budget. Both Police and Technology Services do not anticipate moving forward with this project until the latter part of this biennium and there is a strong possibility that this item would be carry-forward to the next biennium. There is a true need to coordinate this replacement with the Jackson County Sheriff's office and they're currently not able to move forward at this time.
5. The General Fund Contingency currently has all \$13.7 million that was budgeted for the biennium. There is an option to pay back any amount that utilizes contingency:
 - Sale of property to Rogue Community Health (RCH) that was approved in September 2017. Staff estimates this amount to be \$300,000. Staff is working with RCH to move this forward in the near future.

TIMING ISSUES

The audit process begins at the end of May 2018 for fiscal year 2018. We will need to initiate the contract and begin work immediately in order to begin the work necessary to assist with the upcoming audit.

COUNCIL OPTIONS

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

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance awarding a one year personal services contract to Kosmatka, Donnelly & Piels (KDP) LLP and authorizing the funding as stated.

EXHIBITS

Ordinance
Contract on file in the City Recorder's Office.

ORDINANCE NO. 2018-48

AN ORDINANCE awarding a one year contract in an amount of \$298,200.00 to Kosmatka, Donnelly & Piels, LLP to assist with risk advisory and financial support services.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a one year contract in an amount of \$298,200.00 to assist with risk advisory and financial support services, which is on file in the City Recorder's office, is hereby awarded to Kosmatka, Donnelly & Piels, LLP.

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: 80.3

www.ci.medford.or.us

DEPARTMENT: Finance
PHONE: 541 774-2030
STAFF CONTACT: Donna Holtz, Interim Finance Director

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: May 17, 2018

COUNCIL BILL 2018-49

An ordinance awarding a two year contract in an amount not to exceed \$132,000.00 to Moss Adams LLP to perform annual audits and financial statements for the City of Medford and Medford Urban Renewal Agency, with two two-year renewal options.

SUMMARY AND BACKGROUND

The Council is requested to approve awarding a two year personal services contract to Moss Adams LLP to perform annual audits and financial statements for the City of Medford and Medford Urban Renewal Agency (MURA).

On February 8, 2018 the current Auditor, Isler LLC, announced they would not be seeking a renewal of the three year option on their contract that expires on June 30, 2018. Therefore, the City of Medford, MURA and the Medford Water Commission issued a joint Request for Proposal (RFP) for audit services and financial statement preparation. A total of two accounting firms responded to the RFP for the City and MURA; one additional for the Medford Water Commission only. Moss Adams LLP was selected for the City and MURA by a committee that evaluated the written proposals and held interviews.

PREVIOUS COUNCIL ACTIONS

On June 3, 2004, Council Bill 2004-111 was approved, awarding a three-year Personal Services Contract in the amount of \$138,471 to Isler CPA, LLC to provide auditing services for the City of Medford from June 7, 2004, through December 31, 2006, with a renewal for an additional three-years at the option of the City.

On June 18, 2015, Council Bill 2015-59 was approved, awarding a three-year Personal Services Contract in the amount of \$250,730 to Isler CPA, LLC, to provide auditing services for the City of Medford, the Medford Urban Renewal Agency, and the Medford Water Commission; with two 3-year renewal options.

ANALYSIS

Review, scoring and interviewing of the proposers was conducted by two current members of the Budget Committee along with a Council member. A total of two proposals were received and scored by the committee, Moss Adams LLP and KDP. Scoring was based on the following criteria:

- The qualifications of the firm as demonstrated by its organizational history, clients presently served, extent of governmental and municipal audit work, and references.
- Description of the proposers approach to the scope of work.
- Cost
- Interview with scoring panel

Final Scoring Summary:

Moss Adams 133.67 points
KDP 97.67 points

The proposed contract is for two years and has two, two-year renewal options. If all renewals are exercised the total length of the contract would be six years.



**CITY OF MEDFORD
AGENDA ITEM COMMENTARY**

Item No: 80.3

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FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The cost of the contract over two years is \$132,000. The City of Medford portion is \$117,800; the MURA portion is \$14,200. The amounts for the City of Medford portion of the contract are within the amounts budgeted in the adopted 2017-2019 biennium budget.

TIMING ISSUES

The current audit services contract has been terminated and a new service provider and contract needs to be in place before the June 30, 2018 when the audit begins.

COUNCIL OPTIONS

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

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing a personal services contract with Moss Adams LLP.

EXHIBITS

- Ordinance
- Audit Proposal Evaluation Score Sheet Summary
- Contract on file in the City Recorder's Office.

ORDINANCE NO. 2018-49

AN ORDINANCE awarding a two year contract in an amount not to exceed \$132,000.00 to Moss Adams LLP to perform annual audits and financial statements for the City of Medford and Medford Urban Renewal Agency, with two two-year renewal options.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a two year contract in an amount not to exceed \$132,000.00 to perform annual audits and financial statements for the City of Medford and Medford Urban Renewal Agency, with two two-year renewal options, which is on file in the City Recorder's office, is hereby awarded to Moss Adams LLP.

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
Audit Proposal Evaluation
Score Sheet Summary**

Criteria	Points Available	KDP	Moss Adams
The qualifications of the firm as demonstrated by its organizational history, clients presently served, extent of governmental and municipal audit work, and references	40	27.67	33.00
Description of the proposer's approach to the scope of work	40	29.00	35.00
Subtotal	80	56.67	68.00
Cost	20	15.00	18.67
Subtotal	100	71.67	86.67
Interview (At City Option)	50	26.00	47.00
Total Points Awarded	150	97.67	133.67



**CITY OF MEDFORD
AGENDA ITEM COMMENTARY**

Item No: 80.4

www.ci.medford.or.us

DEPARTMENT: Planning Department
PHONE: (541) 774-2390
STAFF CONTACT: Angela Durant, Principal Planner - Housing and Community Development

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: May 17, 2018

COUNCIL BILL 2018-50

An ordinance authorizing the execution of an Agreement granting Neighborhood Stabilization Program 1 funds in the amount of \$259,450 to Rogue Valley Habitat for Humanity for acquisition and rehabilitation of a foreclosed home at 3024 Timothy Avenue in the City of Medford.

SUMMARY AND BACKGROUND

On January 31, 2018, the Planning Department received an email funding notice from Oregon Housing and Community Services (OHCS) announcing the availability of Neighborhood Stabilization Program (NSP) funds totaling \$1,015,775. These funds represent returned NSP1 program income from target areas of other jurisdictions that OHCS provided down payment assistance loans in 2010. The returning jurisdictions were not able to expend these funds, resulting in a statewide program income surplus.

OHCS is only offering these funds to established NSP1 grantees for homeowner down payment assistance and purchase/rehabilitation activities. These funds are available on a first-come, first-served basis and will only be reserved upon OHCS receiving a completed reservation request including a fully executed purchase agreement, proof of foreclosure and proof the property is in an eligible NSP target area. Reservations will be held for 60 days.

Planning Department staff has been working with Rogue Valley Habitat for Humanity (HfH) to identify eligible foreclosed properties suitable for acquisition and rehabilitation under these NSP1 guidelines. A new reservation request has been submitted to and approved by OHCS on the following property:

Address	City Reservation Request Date	OHCS Reservation Approval Date
3024 Timothy Avenue Medford, Oregon 97504	March 30, 2018	April 26, 2018

PREVIOUS COUNCIL ACTIONS

On April 19, 2018, City Council approved Ordinance 2018-37 authorizing execution of an Agreement granting NSP1 funds in the amount of \$223,051 to HfH for acquisition and rehabilitation of a foreclosed home at 2516 Gould Avenue in the City of Medford.

On April 19, 2018, City Council approved Ordinance 2018-38 authorizing the execution of an Agreement granting NSP1 funds in the amount of \$235,000 to HfH for acquisition and rehabilitation of a foreclosed home at 915 Newtown Street in the City of Medford.

On June 4, 2009, City Council approved Ordinance 2009-103 authorizing acceptance and expenditure under the original NSP1 Grant Agreement #1091 to the City of Medford to provide citizen assistance for acquisition and redevelopment of foreclosed properties. This action qualifies the City of Medford to request reservation of available state program income funds referenced herein.

ANALYSIS

Approval of this Agreement between the City of Medford as Grantee and HfH as Developer will increase the availability of affordable homeowner housing for one income eligible household earning at or below 50% of the Medford Area Median Income (AMI).



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 80.4

www.ci.medford.or.us

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The total grant from OHCS NSP1 program income is \$259,450. Acquisition and closing costs totaling \$220,000 will be wired to the title company direct from OHCS. The remaining \$39,450 will be budgeted through a future supplemental budget. Of this budgeted amount, \$34,450 will be allocated to rehabilitation of the housing unit and \$5,000 to activity delivery costs including environmental studies and assessments.

TIMING ISSUES

Council action is required on May 17, 2018, in order to complete the HUD mandated environmental review process and to meet the scheduled closing dates for each acquisition prior to the OHCS 60-day reservation deadline.

COUNCIL OPTIONS

- Approve the ordinance to authorize the execution of the developer agreement as presented.
- Modify the ordinance to authorize the execution of the developer agreement.
- Deny the ordinance to authorize execution of the developer agreement and provide direction to staff.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance to authorize the execution of the developer agreement as presented.

SUGGESTED MOTION

I move to approve the ordinance authorizing the Neighborhood Stabilization Program 1 Developer Agreement with Rogue Valley Habitat for Humanity to purchase and rehabilitate 3024 Timothy Avenue for resale to an NSP1 income eligible household.

EXHIBITS

- Ordinance
- Developer Agreement on file in the City Recorder's Office

ORDINANCE NO. 2018-50

AN ORDINANCE authorizing the execution of an Agreement granting Neighborhood Stabilization Program 1 funds in the amount of \$259,450 to Rogue Valley Habitat for Humanity for acquisition and rehabilitation of a foreclosed home at 3024 Timothy Avenue in the City of Medford.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of an Agreement granting Neighborhood Stabilization Program 1 funds in the amount of \$259,450 to Rogue Valley Habitat for Humanity for acquisition and rehabilitation of a foreclosed home at 3024 Timothy Avenue in the City of Medford, 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



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 100.2

www.ci.medford.or.us

DEPARTMENT: City Manager's Office
PHONE: (541) 774-2000
STAFF CONTACT: Brian Sjothun, City Manager

AGENDA SECTION: City Manager's Report
MEETING DATE: May 17, 2018



May 4, 2018

TO: Mayor and Council via Brian Sjothun

FROM: Karen M. Spoons, City Recorder

SUBJECT: Foreclosure Process and Interest on Assessments

On March 1, 2018, Council directed staff to initiate foreclosure on 2539 Delta Waters Road and 1016 W. 11th Street. Both properties received a certified letter dated April 3, 2018 from the City Attorney stating "Notice of Foreclosure Proceedings". The owners of the properties had until April 18, 2018 to pay the lien off, at which time the foreclosure process would start. The foreclosure sale is scheduled for Tuesday, August 21 at 9 a.m.

The bank representing the property of 2539 Delta Waters Road has been in contact with the City to pay off the 2017 foreclosure fees of \$1,315.56.

The property of 1016 W. 11th Street was recently purchased by Wilmington Savings Fund Society, Houston, Texas on September 13, 2017. City liens are not recorded at the County, hence our lien was not paid off at that time of the sale. As of March 31, 2018, \$8,503.92 was due for two 2012 liens, 2015, 2016, and 2017 foreclosure fees, and interest on the lien amounts. Wilmington Savings is the bank that received the foreclosure notice both by certified and regular mail. As time marches on they will receive two additional notices, again, certified and regular mail as per ORS guidelines.

Seven other properties were also on the potential foreclosure list for liens placed between the years 2012-2015.

On March 1, 2018, Council also amended section 3.470 of Medford Municipal Code pertaining to interest on assessments, giving the City Recorder the discretion and the authority to reduce or eliminate interest on a retroactive basis.

Deputy City Attorney Eric Mitton was able to negotiate with the attorney of the property owner of 229 N. Riverside Avenue by offering an interest rate of 6%. This lien has been paid.

An agreement was created by Legal, and the City Recorder sent a certified letter and a copy of the proposed agreement to each of the remaining six properties. As of this date,

we have heard from the property owner of 35 Jeanette, who recently purchased the property through a foreclosure sale (our lien was not listed, hence it was not paid). Although he called and stated he wanted to pay off the lien he has not come in to do so.

All occupied properties have been paying their water bill. According to the Medford Water Commission, the property of 1914 Prune Street has been vacant since 2011.

Jackson County records reveal the property of 2994 Barclay with a 2017 Medford delinquent sewer fee of \$320.52.

The City Recorder also sent a letter and agreement to Floripez Chapman, who appealed to Council on May 19, 2016 requesting a reduction in the amount of the sidewalk abatement assessment at 2209 Fairbanks Avenue. Council denied the appeal but did offer the appellant a payment plan in the amount of \$100 per month, until fully paid, at 6% per annum simple interest. A meeting was held between Finance, Legal, and the City Recorder and all agreed that dropping her interest to 0% would fit in with the amended code. Ms. Chapman, who has been consistently paying \$100 per month, agreed to the reduction in interest rate and signed the agreement. To compensate for the change of interest rate, the length of the loan has been reduced.

Enc: March 1, 2018 Council Minutes
Properties to Foreclosure on Table

70. Items Removed from Consent Calendar

None.

80. Ordinances and Resolutions

80.1 COUNCIL BILL 2018-21 – CONTINUED – An ordinance amending section 3.470 of the Medford Municipal Code pertaining to interest on assessments.

Deputy City Attorney Eric Mitton presented the staff report. Council discussed our current foreclosure process and spoke about a possible reduction in the interest rate. Councilmember Jackle preferred moving forward with a foreclosure only with the intent to complete the process.

Motion: Direct staff to initiate foreclosure on 1016 W. 11th Street and 2539 Delta Waters Road.

Moved by: Tim Jackle

Seconded by: Dick Gordon

Councilmember Jackle requested a report/status update on the status approximately a month before the actual foreclosure date. Councilmember Stine questioned the plan for other properties, as combined they owed a total of about \$20,000 to the City; City Manager Brian Sjothun recommended staff work with the property owners to obtain payment. City Attorney Lori Cooper advised that the Code change provided staff with options. Councilmember Gordon noted the commercial/industrial property at 229 N. Riverside Avenue needs further review by the Council. Council discussed the reduction of interest rates.

Roll call: Councilmembers unanimously approved.

Motion carried and so ordered.

Councilmember Gordon didn't agree with a retroactive reduction in interest as it would reward those that didn't attempt payment.

Motion: Allow the City Recorder to negotiate authority to reduce interest as low as 6% while negotiating a payment plan with a property owner.

Moved by: Michael Zarosinski

Seconded by: Tim D'Alessandro

Council discussed the interest rates from zero up to 6%. Councilmember Jackle recommended City Recorder have authority to determine the interest rate on a case-by-case basis, from a complete elimination of interest and maintaining the 6% for others. Council discussed the option of retroactive.

Motion withdrawn.

Motion: An ordinance amending section 3.470 of the Medford Municipal Code pertaining to interest on assessments giving the City Recorder the discretion and the authority to reduce or eliminate interest on a retroactive basis.

Moved by: Tim Jackle

Seconded by: Tim D'Alessandro

Roll call: Councilmembers Brooks, D'Alessandro, Jackle, Stine, Wallan, and Zarosinski voting yes; Councilmember Gordon voting no.

Motion carried and so ordered.

80.2 COUNCIL BILL 2018-22 An ordinance granting a 20 foot wide by 10 foot wide right-of-way easement to Pacific Power for the placement of a power vault and transformer adjacent to Fire Station #3.

PROPERTIES TO FORECLOSE ON

Liens placed between 2012-2016

Address	Map/Taxlot	Occupany Status	Lien Type	Customer	Owner per Jackson County	Original Lien Amount	Int Thru 11/30/17	2017 Foreclosure Fees
1016 W Eleventh St	372W25DB22400	Vacant	Nuisance Abatement	Barnett-Myers, Wesley & Linda	Wilmington Savings Fund	2,894.75	2,417.70	3,081.21 *
515 W Eleventh St	371W30CC14600	Occupied	Nuisance Abatement	Hurst, Scott & Sarah	Hurst, Scott & Sarah	184.95	121.88	
2539 Delta Waters Rd	371W08CD13500	Vacant	Nuisance Abatement	Larson, Jeffery & Tanya	Larson, Jeffery & Tanya	-	-	1,315.56 **
1914 Prune St	372W26DD01703	Vacant	Nuisance Abatement	Haynes, Ray	Haynes, Ray & Hart, Stephen	118.75	35.60	
2994 Barclay Rd	371W17AA00700	Occupied	Sidewalk Abatement	Moore, Michael/Linda	Moore, Michael	4,137.50	1,055.02	
3140 Circlewood Dr	372W12CC01604	Occupied	Sidewalk Abatement	Hartley, Hope	Hartley, Hope & Kesterson, Melissa	2,812.50	717.16	
229 N Riverside Ave	371W30BB04000	Occupied	Sidewalk Abatement	Reisinger, Elaine Trustee Et Al	Reisinger, Elaine & Jennings, Velma	9,553.13	2,292.73	
60 N Peach	372W25AC15900	Occupied	Nuisance Abatement	Fereira, Kelly/Libby, Edward	Fereira, Kelly & Libby, Edward	2,634.38	401.95	
35 Jeanette	372W25CB02600	Occupied	Nuisance Abatement	Litchfield, Gary Dale	Hardage, Mitchell	716.87	107.44	
						23,052.83	7,149.48	4,376.77

* - Includes 2015 & 2016 Foreclosure Fees as well

** - Original lien was paid during 2017 Foreclosure, however 2017 Foreclosure Fees were not paid