



This meeting will be held in person, but you may attend virtually through the following link

(Note that the Study Session will not be available via Zoom):

https://us02web.zoom.us/webinar/register/WN_mYZobUjdS1-QoAMHVczOwQ

The meeting passcode is 964470.

Online participants will be able to view presentation material and submit questions or comments.

You can also join by dialing in with your phone; call (669) 900-6833.

The meeting ID number is 853 4826 1515, and the meeting passcode is 964470.

AGENDA

(REVISED)

11:15 a.m. STUDY SESSION – Duff WTP Projects Update (Senior Capital & Special Project Manager Andy Huffman, Water Quality & Treatment Manager Ben Klayman)
This study session will not be available via Zoom.

12:00 p.m. LUNCH

12:15 p.m. BOARD MEETING

1. Roll Call

2. Pledge of Allegiance

3. Comments from the Audience

Comments will be limited to 4 minutes per individual, group, or organization; please state your name and organization (if applicable) when prompted.

4. Public Hearings

4.1 Consider Resolution No. 1829, A RESOLUTION of the City of Medford, Oregon, By and Through its Board of Water Commissioners, Modifying System Development Charges (SDCs) for Water Treatment and Transmission Facilities, to \$2,053.51 per Equivalent Residential Unit (ERU), Using the Methodology and Other Provisions Relating to Imposition and Collection of SDCs, Effective September 1, 2022

4.2 Consider Resolution No. 1830, A RESOLUTION of the City of Medford, Oregon, By and Through its Board of Water Commissioners, Modifying System Development Charges (SDCs) for the East Side High Level Area (ESHL), to \$9,539.42 per Gross Acre, Using the Methodology and Other Provisions Relating to Imposition and Collection of SDCs, Effective September 1, 2022

4.3 Consider Resolution No. 1831, A RESOLUTION of the City of Medford, Oregon, By and Through its Board of Water Commissioners, Modifying System Development Charges (SDCs) for the Southwest High Level Area (SWHL) to \$10,651.74 per Gross Acre, Using the Methodology and Other Provisions Relating to Imposition and Collection of SDCs, Effective September 1, 2022

5. **Approval or Correction of the Minutes of the Last Regular Meeting of August 3, 2022**
6. **Resolution 1832, A RESOLUTION Adopting Findings, Authorizing an Exemption from Competitive Bidding, and Awarding a Five-Year Contract to Neilson Research Corporation for Laboratory Analytical Services for up to \$425,000**
7. **Resolution 1833, A RESOLUTION Awarding and Authorizing the General Manager to Execute a Purchase Order in the Amount of \$10,663,510.20 with HD Fowler Co. for the Table Rock Road PL-1 Pipe Procurement**
8. **Resolution 1834, A RESOLUTION of the City of Medford, Oregon, by and through Its Board of Water Commissioners, Authorizing the General Manager to Execute a Cooperative Improvement (Utility) Agreement (CIA) Between the Medford Water Commission (Medford Water), the State of Oregon, Acting by and through Its Department of Transportation (ODOT), and the City of Medford (City) For Water Improvements within the Foothill Road Corridor Project, and Authorizing the General Manager to Open a Local Government Investment Pool Account and to Deposit Funds Required by the CIA, Currently Estimated at \$4,500,000 into the Account**
9. **Resolution 1835, A RESOLUTION Approving the Addition of Section 2.16.5, Retiree Temporary Work Assignment Policy, to the Personnel Rules and Policies (Personnel Manual) for Employees of Medford Water Commission, Effective August 17, 2022**
10. **Leadership Team Reports**
 Leadership Team staff will be present and may provide information: Engineering Manager Brian Runyen, Water Meter & Controls Manager Ken Johnson, Water Maintenance Manager Lester McFall, Water Quality & Treatment Manager Ben Klayman, Interim Finance Manager Anna Roeder, Information Technology Manager Kris Stitt, Human Resources Manager Tanya Haakinson, Customer Service & Water Efficiency Manager Julie Smitherman, and General Manager Brad Taylor.
11. **Propositions and Remarks from the Commissioners**
12. **Adjourn**

DATES TO REMEMBER*					
DATE	DAY	TYPE OF MEETING	STUDY SESSION TIME & TOPIC	REGULAR MEETING	LOCATION
<i>Monday, September 5, 2022 – Offices closed in observance of Labor Day holiday</i>					
09/07/22	Wed	Board Meeting	11:45am – 4Q FY 21/22 Summary Report	12:15 p.m.	Prescott Room, Police Dept.
09/21/22	Wed	Board Meeting	11:45am – TBD	12:15 p.m.	Prescott Room, Police Dept.

*Meeting dates, times, and locations are subject to change.



Memorandum

TO: Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

FROM: Brian Runyen, P.E., Engineering Manager

DATE: Wednesday, August 17, 2022

SUBJECT: Item 4.1 – Resolution 1829, Modifying System Development Charges (SDC's) for Water Treatment and Transmission Facilities - Systemwide

OBJECTIVE: Board Approval

Issue

Medford Water updates its System Development Charges (SDCs) for “Water Treatment and Transmission Facilities – Systemwide” on an annual basis in order to update the cost-based charges for new customers connecting to, or requesting additional capacity to, Medford Water’s system. By establishing cost based SDCs, Medford Water attempts to have “growth pay for growth” and existing utility customers will, for the most part, be sheltered from the financial impacts of growth.

Discussion

As presented at the April 20, 2022, Study Session, staff utilized methodologies as recommended by our consultant that included steps such as determination of system planning criteria, determination of equivalent residential units, calculation of system component costs and determination of any credits. As a result of the calculation for the SDC for Water Treatment and Transmission Facilities – Systemwide, the cost per ERU increased from \$1,698.41 to \$2,053.51.

Financial Impact

None.

Requested Board Action

Staff recommends approval of Resolution 1829, which modifies the SDC for Water Treatment and Transmission Facilities – Systemwide to \$2,053.51.

RESOLUTION NO. 1829

A RESOLUTION of the City of Medford, Oregon, By and Through its Board of Water Commissioners, Modifying System Development Charges (SDCs) for Water Treatment and Transmission Facilities, to \$2,053.51 per Equivalent Residential Unit (ERU), Using the Methodology and Other Provisions Relating to Imposition and Collection of SDCs, Effective September 1, 2022

WHEREAS, on July 1, 1994, Medford Water Commission (Medford Water) adopted Resolutions 773 and 774, establishing and imposing SDCs for water treatment and transmission facilities; and

WHEREAS, Medford Water reviews SDC rates annually and revises capital project costs to reflect changes in the *Engineering News – Record* Construction Cost Index (CCI), modifications to the master facility plans, and modifications to the list of eligible projects as approved by the Board of Water Commissioners; and

WHEREAS, the SDC for Water Treatment and Transmission Facilities was last modified in October 2020; and

WHEREAS, the 2022 SDC review identified capital improvements which effectively modify the capacity of treatment plant and transmission facilities; and

WHEREAS, Staff presented a study session on the staff review on April 20, 2022; and

WHEREAS, at their August 17, 2022, meeting, the Board of Water Commissioners reviewed the calculations, and staff’s recommendation to modify the SDC for Water Treatment and Transmission Facilities from the current amounts based on the following meter sizes and weighting factors:

Meter Size*	Weighting Factor	SDC Charge
5/8" x 3/4"	1	\$2,053.51
1"	1.6	\$3,285.62
1 1/2"	4.3	\$8,830.09
2"	5.7	\$11,705.00
3"	18.6	\$38,195.28

*Meters four inches (4") and larger may be sized for combined fire and consumption demands. Applicants whose projects will require these large meters are required to pay the SDC based on the actual meter size installed. The applicant may, one year after completion of the project, ask for a review of their consumption patterns. If the maximum consumption demand is less that which is available for the meter size installed, a reduction in the fee to the approximate meter size will be allowed. If the consumption patterns change for those customers who have qualified for a reduction in SDC fees, Medford Water, City or Water District may require the payment of additional SDC fees.

WHEREAS, a public hearing to consider modification of the SDC for Water Treatment and Transmission Facilities was held on August 17, 2022, and noticed according to Oregon statutory requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS, THAT:

Effective September 1, 2022, the SDC to be collected for water treatment and transmission facilities, in the modified amount of \$2,053.51 per ERU, as set forth in the annual staff review, attached as Exhibit A and by reference made a part hereof, with 100 percent (100%) being a reimbursement and improvement fee, with payment due and payable at the time the improvement plans are approved for the proposed development.

PASSED by the Board of Water Commissioners and signed by me in authentication of its passage this 17th day of August 2022.

ATTEST: _____
Yvette Finstad, Asst. Clerk of the Commission
Jason Anderson, Acting Chair

SDCs For: TREATMENT PLANT AND TRANSMISSION EXPANSION - 30/45/65 MGD

				(4,5)	(7)	(8)	(11)	(3)	(10)	(2)	(1)	
CIP/Asset #	Capacity-Increasing Project Description (Constructed Reimbursement or Future Improvement)	Capital Improvement PI	Installation Year	Years in Service or Year of Estimate	Annual Average CCI for Installation Year	Original or Estimated Asset Cost (\$)	Portion Eligible (%)	WIFIA Project	Original or Estimated SDC Cost (\$)	Present Estimated Cost (2021\$)	ERUs	Present Worth (PW) Cost per ERU (\$)
I. WATER TREATMENT PLANT EXPANSION (Increase of 15 MGD TO 65 MGD = 50 MGD)												
CADU26060	DUFF-HIGH SVC PUMP		1981	41	3535	54,957	100%		54,957	\$ 188,636	53,733	3.51
CADU26860	ROGUE RIVER INTAKE		1982	40	3825	184,269	100%		184,269	\$ 584,509	53,733	10.88
CADU27160	DUFF PLANT FILTERS		1983	39	4066	572,179	100%		572,179	\$ 1,707,297	53,733	31.77
CADU26300	DUFF PLANT ADDITION		1983	39	4066	300,852	100%		300,852	\$ 897,698	53,733	16.71
CADU26320	DUFF PLANT ADDITION		1983	39	4066	36,468	100%		36,468	\$ 108,816	53,733	2.03
CADU04780	COAGULATION BASINS @ DUFF		1989	33	4615	454,169	100%		454,169	\$ 1,194,146	53,733	22.22
CADU38820	DUFF HIGH SVC PUMP #5		1997	25	5826	184,171	100%		184,171	\$ 383,558	53,733	7.14
CADU38800	ROGUE INTAKE PUMP #1		1997	25	5826	237,389	100%		237,389	\$ 494,391	53,733	9.20
CADU42890	DUFF PHASE II PURIFICATION EQUIPMENT - ORIGINAL COST INCLUDES UP		2000	22	6221	2,079,186	3%		51,990	\$ 101,398	53,733	1.89
CADU43930	DUFF PLANT PHASE III FILTER EXPANSION		2000	22	6221	1,120,269	100%		1,120,269	\$ 2,184,895	53,733	40.66
CADU43940	DUFF PLANT PHASE III FILTER EXPANSION		2000	22	6221	1,034,094	100%		1,034,094	\$ 2,016,826	53,733	37.53
CADU46370	DUFF EFFLUENT PIPING & METERING		2003	19	6695	121,564	100%		121,564	\$ 220,325	53,733	4.10
CADU46760	DUFF ELECTRICAL UPGRADE 50%		2004	18	7115	829,214	50%		414,607	\$ 707,028	53,733	13.16
CADU48331	DUFF WASH WATER LAGOON (50% SDC FUNDED)		2009	13	8575	4,279,371	50%		2,139,685	\$ 3,027,637	53,733	56.35
CADU48821	DUFF INTAKE FISH SCREENS (50% SDC FUNDED)		2010	12	8802	1,903,049	50%		951,524	\$ 1,311,593	53,733	24.41
CADU49080	DUFF HIGH SERVICE PUMP		2010	12	8802	246,067	100%		246,067	\$ 339,182	53,733	6.31
CADU50588	Duff 65 MGD (Nominal) Raw Water Pump #1 Design/Construct		2016	6	10338	817,243	25%		204,311	\$ 239,786	53,733	4.46
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Design - 50% expansion p	14-00009	2017	5	10737	921,852	50%		460,926	\$ 520,889	53,733	9.69
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Construct - 50% expansion	14-00009	2017	5	10737	10,939,309	50%		5,469,655	\$ 6,181,216	53,733	115.04
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Design - 50% expansion p	14-00009	2018	4	11062	531,063	50%		265,531	\$ 291,252	53,733	5.42
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Construct - 50% expansion	14-00009	2018	4	11062	6,301,945	50%		3,150,973	\$ 3,456,190	53,733	64.32
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Design - 50% expansion p	14-00009	2019	3	11281	183,553	50%		91,776	\$ 98,708	53,733	1.84
CADU50605	Duff 65 MGD Floc-Sed/Rapid Mixer Construct - 50% expansion	14-00009	2019	3	11281	2,178,158	50%		1,089,079	\$ 1,171,330	53,733	21.80
CAME48810	Rogue Intake Land		2011	11	9074	654,968	100%		654,968	\$ 875,785	53,733	16.30
CAME50543	Wetlands Mitigation Land - Duff		2015	7	10035	275,365	100%		275,365	\$ 332,931	53,733	6.20
CADU49081	Wetlands Mitigation Land - PCT		2014	8	9807	449,994	100%		449,994	\$ 556,763	53,733	10.36
CAME49180	Vernal Pool Fence		2012	10	9308	11,768	100%		11,768	\$ 15,340	53,733	0.29
CADU50935	Duff Engineered Lagoons 5-8		2021	1	12133	4,741,208	100%		4,741,208	\$ 4,741,208	53,733	88.24
												631.82
Future												
	Filter Addition	D10	2022	2021	12133	26,393,465	100%	37%	9,765,582	\$ 9,765,582	69,853	139.80
	High Service Pumps & Surge Protection	D13	2023	2021	12133	14,983,000	41%	37%	2,272,921	\$ 2,272,921	69,853	32.54
	Reduced Pressure Zone Storage	R-4	2023	2021	12133	16,960,000	53%	37%	3,294,480	\$ 3,294,480	69,853	47.16
	Ozone Generators	D12	2022	2020	11466	5,195,907	45%	37%	865,119	\$ 915,469	69,853	13.11
	Duff Reservoir		2024	2021	12133	14,544,853	45%	37%	2,421,718	\$ 2,421,718	69,853	34.67
												\$267.28
CONST												
II. DUFF WATER TREATMENT PLANT OZONE IMPROVEMENT (Increase of 25 MGD TO 65 MGD = 40 MGD)												
CADU46430	OZONE BUILDING		2003	19	6695	6,744,110	27%		1,839,793	\$ 3,334,460	42,986	77.57
CADU46420	OZONE BUILDING		2003	19	6695	6,744,110	35%		2,341,555	\$ 4,243,859	42,986	98.73
												\$176.30
CONSTRUCTED												
III. ROGUE RIVER TRANSMISSION PROJECTS (Increase of 20 MGD TO 65 MGD = 45 MGD)												
CADU34060	CRATER LAKE 36 IN TRANS MAIN		1981	41	3535	1,670,351	100%		1,670,351	\$ 5,733,353	48,360	118.56
CADU31360	5-86 36" WESTSIDE TRANS MAIN		1987	35	4406	1,564,693	100%		1,564,693	\$ 4,308,475	48,360	89.09
CADU36060	ROSSANLEY 36" MAIN W/SIDE		1994	28	5408	1,118,669	100%		1,118,669	\$ 2,510,029	48,360	51.90
CADU30780	CUNNINGHAM/COLUMB OVER/Z	MWC Cost Only	1994	28	5408	77,815	100%		77,815	\$ 174,598	48,360	3.61
CADU31480	ROGUE TRANS/OVERZ/WESTFIELD	MWC Cost Only	1995	27	5471	92,240	100%		92,240	\$ 204,560	48,360	4.23
CADU29360	30" WESTSIDE WATER LINE		1995	27	5471	260,201	100%		260,201	\$ 577,045	48,360	11.93
CADU39360	36" WESTSIDE TRANSMISSION PHAS		1997	25	5826	1,180,711	100%		1,180,711	\$ 2,458,971	48,360	50.85
CADU44480	STEWART MAIN REPLACEMENT 30"		2000	22	6221	293,715	30%		87,169	\$ 170,009	48,360	3.52
CADU45500	ELK CREEK ESTATES OVERSIZING SDC	MWC Cost Only	2002	20	6538	99,317	100%		99,317	\$ 184,314	48,360	3.81
CADU46450	LOZIER LANE EXTENSION OVERSIZING	MWC Cost Only	2003	19	6695	40,103	100%		40,103	\$ 72,683	48,360	1.50
CADU48690	LOZIER LANE FROM CUNNINGHAM AVE TO 843'		2003	19	6695	106,257	96%		101,983	\$ 184,836	48,360	3.82
PWU10090	AVENUE G- TABLE ROCK-KIRTLAND-PACIFIC-11		2011	11	9074	4,648,996	100%		4,648,996	\$ 6,216,366	48,360	128.54
PWU10091	AVENUE G- AT 11TH STREET		2011	11	9074	23,924	100%		23,924	\$ 31,989	48,360	0.66
PWU10092	TABLE ROCK RD- AT DUFF TREATMENT PLANT		2011	11	9074	18,797	100%		18,797	\$ 25,135	48,360	0.52
												\$472.55

SDCs For: TREATMENT PLANT AND TRANSMISSION EXPANSION - 30/45/65 MGD

					(4,5)		(7)	(8)	(11)	(3)	(10)	(2)	(1)
CIP/Asset #	Capacity-Increasing Project Description (Constructed Reimbursement or Future Improvement)	Initial Improvement PI	Installation Year	Years in Service or Year of Estimate	Annual Average CCI for Installation Year	Original or Estimated Asset Cost (\$)	Portion Eligible (%)	WIFIA Project	Original or Estimated SDC Cost (\$)	Present Estimated Cost (2021\$)	ERUs	Present Worth (PW) Cost per ERU (\$)	
IV. ROGUE TRANSMISSION CONTROL STATIONS (Increase of 15 MGD TO 65 MGD = 50 MGD)													
CONSTRUCTED	CADU26160	CONRAD PUMP STATION		1989	33	4615	\$20,917.11	100%		20,917	\$ 54,997	53,733	1.02
	CADU24460	WESTSIDE PUMP STA LAND		1993	29	5210	\$9,613.50	100%		9,614	\$ 22,387	53,733	0.42
	CADU24200	ROSSANLEY PUMP STATION		1995	27	5471	\$226,738.26	100%		226,738	\$ 502,834	53,733	9.36
	CADU36400	ROSSANLEY PUMP EQUIP		1995	27	5471	\$185,513.12	100%		185,513	\$ 411,410	53,733	7.66
	CADU26560	ROSSANLEY STA TELEMTRY		1995	27	5471	\$46,728.38	100%		46,728	\$ 103,629	53,733	1.93
	CADU43610	#2 PUMP-ROSSANLEY PUMP STATION		2000	22	6221	\$57,432.38	100%		57,432	\$ 112,012	53,733	2.08
	CADU50586	Pumps & PRV's Control Stations (82%) SDC		2014	8	9807	\$1,456,447.42	82%		1,194,287	\$ 1,477,654	53,733	27.50
	CADU50585	Martin Control Station (41%) SDC		2014	8	9807	\$1,706,440.69	41%		699,641	\$ 865,644	53,733	16.11
	PMDU50605	Vilas Rd - Table Rock Rd to Crater Lake		2016	6	10338	\$1,554,459.76	100%		1,554,460	\$ 1,824,369	53,733	33.95
													\$100.03
FUTURE		Crater Lake Ave - South of Martin Control Station 16" Transmis	PL-7	2024	2021	12133	3,769,000	100%		3,769,000	\$ 3,769,000	69,853	53.96
		Reduced Pressure North-South Conveyance	PL-1	2023	2021	12133	23,000,000	100%	37%	8,510,000	\$ 8,510,000	69,853	121.83
		Conrad Control Station Feeder	PL-9	2027	2021	12133	4,076,000	100%	37%	1,508,120	\$ 1,508,120	69,853	21.59
		Zone 1 Transmission Connection	PL-4	2025	2021	12133	1,380,000	100%		1,380,000	\$ 1,380,000	69,853	19.76
		Martin CS RP Zone Transmission Connection		2027	2021	12133	10,338,163	100%		10,338,163	\$ 10,338,163	69,853	148.00
		Reduced Pressure Reservoir Transmission Connection		2028	2021	12133	7,628,000	100%	37%	2,822,360	\$ 2,822,360	69,853	40.40
													\$405.53
						\$128,268,388						Constructed	\$1,380.70
												Future	672.81
												GRAND TOTAL	\$2,053.51
(1) 2021 Average Rate: ENR Construction Cost Index (CCI)													
(2) Equivalent Residential Units, ERUs = MGD Increase/Maximum Day Demand per ERU Maximum Day Demand per ERU = 931 gal/day (Calculation made per formula pg 13-14 of 2009 SDC Study)													
(3) Since replacement of increased capacity SDC project facilities is not allowed to be again funded with SDCs, depreciation is not used as a factor in these costs.													
Blue = variable factors year to year													
(4) Current Year													
(5) Year of Estimates													
(6) Year 2017 max day= 58.97 mgd, BBS produces 26.4 mgd, Plant production = 32.57 mgd Ultimate Future Plant production equaling 65 mgd minus Plant production of 25 mgd equals 40 mgd of additional capacity													
(7) The estimated costs for FUTURE projects are based on yearly updated 10-Yr Plan, Water Distribution System, and WTP Facility Plan figures													
(8) The original costs for CONSTRUCTED projects are total percentage, or (if noted) proportional, reimbursement (buy-in) values ALL of which provide additional capacity													
(9) MWC reimbursement DOES NOT include interest over time on the actual expended costs, and SDC calculations DO NOT include State allowed costs for SDC studies, program administration, and/or program accounting													
(10) Future projects only pay as you go included in the SDC. (\$73,085,051/197,527,164 = 37.0%). Biosolids handling is 100% pay as you go.													
(11)													
	Sources Category	Estimated Dollar	Funding	%									
	1. WIFIA Loan (cannot exceed 49% of eligible costs)	\$96,788,310	\$96,788,310	49.0%									
	2. Revenue Bonds	27,653,803	27,653,803	14.0%									
	3. SRF Loan	\$0	\$0										
	4. Borrower Cash	73,085,051	73,085,051	37.0%									
	5. Previously Incurred Eligible Costs*		0										
	6. Other (please specify) Click or tap here to enter												
	TOTAL SOURCES	\$197,527,164	\$197,527,164										
NOTE: Existing filter rebuilds, disinfection upgrades, electrical upgrades, intake upgrades, lagoon upgrades, and earthquake hardening are not part of SDCs and do not provide additional capacities.													



Memorandum

TO: Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

FROM: Brian Runyen, P.E., Engineering Manager

DATE: Wednesday, August 17, 2022

SUBJECT: Item 4.2 – Resolution 1830, Modifying System Development Charges (SDC's) for East Side High Level

OBJECTIVE: Board Approval

Issue

Medford Water updates its System Development Charges (SDCs) for the “East Side High Level System” on an annual basis in order to update the cost-based charges for new customers connecting to, or requesting additional capacity to, Medford Water’s system. By establishing cost based SDCs, Medford Water attempts to have “growth pay for growth” and existing utility customers will, for the most part, be sheltered from the financial impacts of growth.

Discussion

As presented at the April 20, 2022, Study Session, staff utilized methodologies as recommended by our consultant that included steps such as determination of system planning criteria, determination of equivalent residential units, calculation of system component costs and determination of any credits. As a result of the calculation for the SDC for East Side High Level, the cost per ERU (Acre) increased from \$8,254.77 to \$9,539.42.

Financial Impact

None.

Requested Board Action

Staff recommends approval of Resolution 1830, which modifies the SDC for the East Side High Level System to \$9,539.42 per acre.

RESOLUTION NO. 1830

A RESOLUTION of the City of Medford, Oregon, By and Through its Board of Water Commissioners, Modifying System Development Charges (SDCs) for the East Side High Level Area (ESHL), to \$9,539.42 per Gross Acre, Using the Methodology and Other Provisions Relating to Imposition and Collection of SDCs, Effective September 1, 2022

WHEREAS, the Medford Water Commission (Medford Water) has provided excess transmission, distribute on, storage and pumping capacity in this east side high level area (ESHL); and

WHEREAS, in 1986, Medford Water established an SDC for the ESHL area (Resolution No. 577); and

WHEREAS, Medford Water reviews SDC rates annually and revises capital project costs to reflect changes in the *Engineering News – Record* Construction Cost Index (CCI), modifications to the master facility plans, and modifications to the list of eligible projects as approved by the Board of Water Commissioners; and

WHEREAS, the ESHL SDC was last modified in October 2020; and

WHEREAS, Staff presented a study session on the staff review on April 20, 2022; and

WHEREAS, at their August 17, 2022, meeting, the Board of Water Commissioners reviewed the calculations, attached as Exhibit A, and staff's recommendation to consider modifying the ESHL SDC to \$9,539.42 per gross acre; and

WHEREAS, a public hearing to consider modification of the ESHL SDC was held on Wednesday, August 17, 2022, and noticed according to Oregon statutory requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS, THAT:

Effective September 1, 2022, the SDC to be collected on all property receiving service, either directly or indirectly, from the ESHL system will be in the modified amount of \$9,539.42 per gross acre or part thereof, as set forth in the annual staff review, attached as Exhibit A and by reference made a part hereof, with 100 percent (100%) being a reimbursement and improvement fee, with payment due and payable at the time the improvement plans are approved for the proposed development.

PASSED by the Board of Water Commissioners and signed by me in authentication of its passage this 17th day of August 2022.

ATTEST: _____
Yvette Finstad, Asst. Clerk of the Commission

Jason Anderson, Acting Chair

EXHIBIT A TO RESOLUTION 1830 - PAGE 1 OF 3

SDCs For: EAST SIDE HIGH LEVEL SYSTEM

CIP/Asset #	Capacity-Increasing Project Description (Constructed Reimbursement or Future Improvement)	CIP Plan #	Installation Year	Years in Service or Year of Estimate	Annual Average CCI for Installation Year	Original or Estimated Asset Cost (\$)	Portion Eligible (%)	Original or Estimated SDC Cost (\$)	Present Estimated Cost (2021 \$)	Acres	Present Worth (PW) Cost per ACRE (\$)
PRESSURE ZONE 1 - 4											
CAES07720	Lone Pine Foothill 2 Res Site	Lone Pine #2 Reservoir Land	1979	43	3003	21,427	100%	21,427	86,588	2,722	31.81
CAES07700	Lone Pine Booster #1 Site	Lone Pine Pump Station Land	1988	34	4519	6,815	100%	6,815	18,295	2,722	6.72
PMME13720	Easement-Hillcrest Rd To Tamarack Dr		1991	31	4835	19,103	28%	5,322	13,355	2,722	4.91
PMME14380	Easement - Murryhill Terr To 500'S	Oversizing Mwc Costs Only	1995	27	5471	15,000	100%	15,000	33,265	2,722	12.22
PMES21900	Hillcrest-400'E-Fairview - 544'W Of Foothill	Mwc Costs Only	1995	27	5471	10,233	100%	10,233	22,694	2,722	8.34
PMME23160	Innsbruck Ridge - Murryhill Terr To 590' N	Oversizing Mwc Costs Only	1995	27	5471	2,059	100%	2,059	4,566	2,722	1.68
PMME30320	Murryhill Terr - Innsbruck Ridge To 100' S	Oversizing Mwc Costs Only	1995	27	5471	302	100%	302	670	2,722	0.25
CAME20360	Oregon Hills Iv	Oversizing Oregon Hills Iv	1995	27	5471	8,400	100%	8,400	18,629	2,722	6.84
PMME41760	Tamarack, Innsbruck North	Oversizing Mwc Costs Only	1995	27	5471	5,700	100%	5,700	12,641	2,722	4.64
PMME41800	Tamarack, Innsbruck North	Oversizing Mwc Costs Only	1995	27	5471	3,904	100%	3,904	8,658	2,722	3.18
CAES37820	Eastside Res Site Z-#3	Lone Pine #3 Reservoir Land	1996	26	5620	56,853	100%	56,853	122,744	2,722	45.09
CAES39350	Hillcrest Pump Sta #3 Pump Upg	Hillcrest Pump Station Upgrade	1996	26	5620	26,919	100%	26,919	58,117	2,722	21.35
CAES39340	Standford Pump Stat Pump Upgra	Standford Pump Station Upgrade	1996	26	5620	26,599	100%	26,599	57,426	2,722	21.10
CAES40900	Angelcrest Upgrade No 3 Pump	Angelcrest Pump Station Upgrade	1997	25	5826	16,203	100%	16,203	33,745	2,722	12.40
CAES39300	Eastside Reservoir Z/#4 Cherry	Cherry Lane Reservoir	1997	25	5826	746,059	100%	746,059	1,553,757	2,722	570.81
PMES07990	Fordyce/Cherry Lane Oversizing	Cherry Lane - 445 East Of Orchard View	2002	20	6538	17,744	29%	5,086	9,439	2,722	3.47
PMES38970	Fordyce/Cherry Lane Oversizing	Southview Terrace - Mary Bee Lane To 187' E	2002	20	6538	4,579	29%	1,312	2,436	2,722	0.89
PMES37822	Fordyce/Cherry Lane Oversizing	Mary Bee Lane - Southview Terrace To 590' N	2002	20	6538	14,310	29%	4,102	7,612	2,722	2.80
PMES13990	Fordyce/Cherry Lane Oversizing	Easement - Mariposa Terrace To Mary Bee Ln	2002	20	6538	20,606	29%	5,906	10,961	2,722	4.03
PMME05272	85-06 Bordeaux Ave Whitney Terrace To 255' Nor	Vista Pointe Phases 2-6 Oversizing	2006	16	7751	9,120	31%	2,836	4,440	2,722	1.63
PMME10936	85-06 Deer Ridge Vista Pt Dr To 200' North	Vista Pointe Phases 2-6 Oversizing	2006	16	7751	8,599	31%	2,673	4,185	2,722	1.54
PMME43335	85-06 Vista Pt Dr-Deer Ridge To 60' East	Vista Pointe Phases 2-6 Oversizing	2006	16	7751	2,329	31%	724	1,133	2,722	0.42
PMME44071	85-06 Whitney Terrace Bordeaux Ave To 65' East	Vista Pointe Phases 2-6 Oversizing	2006	16	7751	2,188	31%	680	1,065	2,722	0.39
PMES28549	94-06 Mcpherson Ln 155' N Of Park Ridge Dr To	Vista Pointe 16" Main, Mwc Costs Only	2006	16	7751	38,420	100%	38,420	60,141	2,722	22.09
CAES47330	Lone Pine Pump Station	Lone Pine Pump Station	2006	16	7751	868,331	100%	868,331	1,359,241	2,722	499.35
CAES47400	Lone Pine Reservoir #2	Lone Pine #2 Reservoir	2006	16	7751	1,708,523	100%	1,708,523	2,674,434	2,722	982.53
CAES47410	Lone Pine Reservoir #3	Lone Pine #3 Reservoir	2006	16	7751	1,711,357	100%	1,711,357	2,678,870	2,722	984.16
PMME15825	Easement - Vista Pt Dr 300'N Of Fawnhill		2006	16	7751	23,233	100%	23,233	36,367	2,722	13.36
PMME43336	Vista Pointe Dr 100'E Of Deer Ridge	Vista Pointe, Deer Ridge East	2006	16	7751	167,607	10%	16,888	26,436	2,722	9.71
PMES50803	72-07 Lone Pine Lakeview Village 16" Oversize	Oversizing Mwc Costs Only	2007	15	7967	7,473	100%	7,473	11,381	2,722	4.18
PMES50804	72-07 Lone Pine Lakeview Village 16" Oversize	Oversizing Mwc Costs Only	2007	15	7967	2,232	100%	2,232	3,398	2,722	1.25
PMME50002	Falcon Rdg Ter & Mcpherson Ln Acrs Lone	Oversizing East Terrace	2007	15	7967	413,805	35%	145,383	221,404	2,722	81.34
PMME50001	N End Of Bordeaux Ave Acrs Pp&L Prop	Oversizing East Terrace	2007	15	7967	237,506	19%	44,974	68,492	2,722	25.16
PMME50221	500'S Of Monterey Dr & 3398'W Of Cherry	Norman Oversize	2008	14	8311	42,996	18%	7,780	11,358	2,722	4.17
PMME50296	Annapolis Dr - 485' W Admiral	Fordyce Water Users 16" Oversize	2009	13	8575	82,593	27%	22,142	31,331	2,722	11.51
PMME50297	Annapolis Dr - Normil Terrace, Then 122'	Fordyce Water Users 16" Oversize	2009	13	8575	33,255	27%	8,915	12,615	2,722	4.63
PMME50280	East Terrace Estates Subdivision - Admiral		2009	13	8575	26,331	31%	8,274	11,708	2,722	4.30
PMME50283	East Terrace Estates Subdivision - Admiral		2009	13	8575	28,821	46%	13,345	18,884	2,722	6.94
PMME50281	East Terrace Estates Subdivision - Annapolis		2009	13	8575	11,240	31%	3,532	4,998	2,722	1.84
PMME50284	East Terrace Estates Subdivision - Annapolis		2009	13	8575	42,884	46%	19,857	28,098	2,722	10.32
PMME50279	East Terrace Estates Subdivision -Cadett		2009	13	8575	12,733	31%	4,001	5,662	2,722	2.08
PMME50282	East Terrace Estates Subdivision -Cadett		2009	13	8575	13,369	46%	6,190	8,759	2,722	3.22
CAES48130	Land - Cherry Lane Chrissy Park	Cherry Lane #2 & #3 Reservoir Property	2009	13	8575	300,000	100%	300,000	424,498	2,722	155.95
PMES50499	Summerfield 11B		2013	9	9547	26,052	32%	8,410	10,688	2,722	3.93
PMES50500	Summerfield 11B		2013	9	9547	3,245	32%	1,047	1,331	2,722	0.49
PMES50480	Summerfield Phase 11A		2013	9	9547	31,440	26%	8,043	10,222	2,722	3.76
PMES50481	Summerfield Phase 11A		2013	9	9547	2,520	26%	645	819	2,722	0.30
PMES50491	Summerfield Phase 12B & 6		2013	9	9547	1,734	32%	559	711	2,722	0.26
PMES50490	Summerfield Phases 12B & 6		2013	9	9547	14,484	32%	4,670	5,935	2,722	2.18
CAES50587	Angelcrest Pump Station Upgrade (33%)		2014	8	9807	106,567	33%	35,167	43,511	2,722	15.98
CAES50549	Innsbruck Ridge Phase 1 & 2		2016	6	10338	62,001	33%	20,593	24,168	2,722	8.88
CAES50550	Murray Hill Terrace - In Easement		2016	6	10338	20,277	33%	6,766	7,941	2,722	2.92
CAES50551	Murray Hill Terrace - In Easement		2016	6	10338	487	33%	163	191	2,722	0.07
PMES50658	Stanford Ave - Creek View Dr To 78'S		2016	6	10338	6,999	22%	1,570	1,842	2,722	0.68
PMES50657	Stanford Ave - Morgans Way To	Creek View Dr	2016	6	10338	50,248	22%	11,271	13,228	2,722	4.86
PMES50656	Stanford Ave - Sherwood Park To	Morgans Way	2016	6	10338	45,043	22%	10,103	11,858	2,722	4.36
PMME50764	Stonegate Estates Phase 2B Oversizing		2017	5	10737	43,286	28%	12,072	13,643	2,722	5.01
PMME50765	Stonegate Estates Phase 2B Oversizing		2017	5	10737	16,883	28%	4,709	5,321	2,722	1.95
PMES50810	Lone Oak Dr & Michael Park Dr		2018	4	11062	53,058	17%	8,834	9,690	2,722	3.56

CONSTRUCTED

EXHIBIT A TO RESOLUTION 1830 - PAGE 2 OF 3

SDCs For: EAST SIDE HIGH LEVEL SYSTEM												
CIP/Asset #	Capacity-Increasing Project Description (Constructed Reimbursement or Future Improvement)	CIP Plan #	Installation Year	(4,5) Years in Service or Year of Estimate	Annual Average CCI for Installation Year	(6) Original or Estimated Asset Cost (\$)	(7) Portion Eligible (%)	(3) Original or Estimated SDC Cost (\$)	(10) Present Estimated Cost (2021 \$)	(2) Acres	(1) Present Worth (PW) Cost per ACRE (\$)	
PMES50811	Lone Oak Dr & Michael Park Dr		2018	4	11062	53,058	2%	1,141	1,252	2,722	0.46	
PMES50846	Summerfield Phase 17 & 22A		2018	4	11062	30,014	7%	2,053	2,252	2,722	0.83	
PMES50846	Summerfield Phase 17 & 22A		2018	4	11062	30,014	13%	3,906	4,284	2,722	1.57	
PMES51000	Stonegate Phase 2C		2020	2	11466	93,304	20%	18,714	19,804	2,722	7.28	
PMES51001	Stonegate Phase 2C		2020	2	11466	93,304	1%	1,390	1,471	2,722	0.54	
CAES50906	Lone Pine PS Upgrade - Pump Installation		2020	2	11466	94,071	100%	94,071	99,549	2,722	36.57	
CAES50897	Stanford Pump Station		2020	2	11466	273,280	22%	60,122	63,623	2,722	23.37	
PMES51048	Horse Arena Ph 2 - Juanipero Way SE from	existing 12" main to Wrangler St	2021	1	12133	54,762	34%	18,528	18,528	2,722	6.81	
PMES51049	Horse Arena Ph 2 - Wrangleer St From	Juanipero Way to Arena Dr	2021	1	12133	11,976	34%	4,049	4,049	2,722	1.49	
PMES51050	Horse Arena Ph 2 - Arena Dr from	Wrangler St to Packhorse St then S to	2021	1	12133	56,909	34%	19,254	19,254	2,722	7.07	
PMES51086	Southview Terrace - NE from existing 8"	main at Southview & Mary Bee to 12" main	2021	1	12133	60,045	100%	60,045	60,045	2,722	22.06	
PMES51082	Summerfield Ph19 & 22D - Shamrock DR E	from existing main at Shamrock	2021	1	12133	169,885	8%	14,403	14,403	2,722	5.29	
PMES51112	Normil Terrace - Normil Terrace 300' E of N Foothill	to existing main at Normil Terrace	2021	1	12133	365,778	100%	365,778	365,778	2,722	134.38	

SDCs For: EAST SIDE HIGH LEVEL SYSTEM																				
CIP/Asset #	Capacity-Increasing Project Description (Constructed Reimbursement or Future Improvement)	CIP Plan #	Installation Year	Years in Service or Year of Estimate	(4,5)	Annual Average CCI for Installation Year	(6)	Original or Estimated Asset Cost (\$)	(7)	Portion Eligible (%)	(3)	Original or Estimated SDC Cost (\$)	(10)	Present Estimated Cost (2021 \$)	(2)	Acres	(1)	Present Worth (PW) Cost per ACRE (\$)		
																		3,901.50		
FUTURE	Foot Hill Rd - Lone Pine Extension to Zone 1	PL-3a	2023	2021		12133	2,000,000	100%	2,000,000		2,000,055	2,722		734.77						
	Calle Vista - Zone 1 Connection	PL-4	2025	2021		12133	1,380,000	100%	1,380,000		1,380,038	2,722		506.99						
	Zone 3 Pumping - Cherry Lane Pump Station #3	PS-2	2027	2021		12133	2,130,000	100%	2,130,000		2,130,059	2,722		782.53						
	Hillcrest Pump Station Upgrade	PS-6	2024	2021		12133	110,000	100%	110,000		110,003	2,722		40.41						
	Lone Pine Extension to Reservoir 16" Main	PL-3b	2029	2021		12133	470,000	100%	470,000		470,013	2,722		172.67						
	Stardust PS Upgrade	PS-4	2028	2021		12133	40,000	100%	40,000		40,001	2,722		14.70						
	Lone Pine Reservoir #1	R-2	2026	2021		12133	3,360,000	100%	3,360,000		3,360,092	2,722		1,234.42						
	Cherry Lane #2 - 2.0MG Reservoir/Main Design/Construct	R-8	2028	2021		12133	3,810,000	100%	3,810,000		3,810,105	2,722		1,399.74						
	Barnett PS #1	PS-1	2024	2021		12133	2,046,000	100%	2,046,000		2,046,056	2,722		751.67						
															5,637.92					
															Constructed		\$ 3,901.50			
																Future		\$ 5,637.92		
																		GRAND TOTAL	\$ 9,539.42	
(1) 2021 Average Rate: ENR Construction Cost Index (CCI)		12133																	Reimbursed (57)	
(2) Equivalent Residential Units, ERUs = Gross acres																				
There were 3824 total acres in the East Side Level area (above 1500' elevation, inside the City Limits, and within the 1990 UGB) of which 621 water developed acres existed in the 1991 SDC study																				
Overall development is calculated at a rate of 85% of the available land therefore (3824-621)(0.85) = 2722 acres																				
The 2012 Regional Problem Solving (RPS) process increased the acreage to 5906 (compared to 3824) and needed facilities may have to be added in the future as well as recalculation of this spreadsheet																				
(3) Since replacement of increased capacity SDC project facilities is not allowed to be again funded with SDCs, depreciation is not used as a factor in these costs.																				Blue = variable factors year to year
(4) Current Year			2022																	Existing
(5) Year of Estimates			2021																	
(6) The estimated costs for FUTURE projects are based on yearly updated 10-Yr Plan and Water Distribution System figures																				
(7) The original costs for CONSTRUCTED projects are total percentage, or (if noted) proportional, reimbursement (buy-in) values ALL of which provide additional capacity																				
(8) MWC reimbursement DOES NOT include interest over time on the actual expended costs, and SDC calculations DO NOT include State allowed costs for SDC studies, program administration, and/or program accounting																				
(9) Eagle Trace V (\$6000), Cambridge Sub (\$1712), Anapolis Dr - 485 W Admiral, then 303' (60451.26), Anapolis Dr - Normil Terrace, Then 122' (24340.11), Easement Hillcrest to Tamarack (13780) were taken off 03/05/18 costs were donated																				
(10) The present worth calculation is based on the difference between the constructed year CCI and the current year CCI																				



Memorandum

TO: Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

FROM: Brian Runyen, P.E., Engineering Manager

DATE: Wednesday, August 17, 2022

SUBJECT: Item 4.3 – Resolution 1831, Modifying System Development Charges (SDC's) for Southwest High Level

OBJECTIVE: Board Approval

Issue

Medford Water updates its System Development Charges (SDCs) for the “Southwest High Level” on an annual basis in order to update the cost-based charges for new customers connecting to, or requesting additional capacity to, Medford Water’s system. By establishing cost based SDC’s, Medford Water attempts to have “growth pay for growth” and existing utility customers will, for the most part, be sheltered from the financial impacts of growth.

Discussion

As presented at the April 20, 2022, Study Session, staff utilized methodologies as recommended by our consultant that included steps such as determination of system planning criteria, determination of equivalent residential units, calculation of system component costs and determination of any credits. As a result of the calculation for the SDC for Southwest High Level, the cost per ERU (Acre) increased from \$9,226.45 to \$10,651.74.

Financial Impact

None.

Requested Board Action

Staff recommends approval of Resolution 1831, which modifies the SDC for the Southwest High Level to \$10,651.74 per acre.

RESOLUTION NO. 1831

A RESOLUTION of the City of Medford, Oregon, By and Through its Board of Water Commissioners, Modifying System Development Charges (SDCs) for the Southwest High Level Area (SWHL) to \$10,651.74 per Gross Acre, Using the Methodology and Other Provisions Relating to Imposition and Collection of SDCs, Effective September 1, 2022

WHEREAS, the Medford Water Commission (Medford Water) has provided excess transmission, distribution, storage and pumping capacity in the SWHL; and

WHEREAS, in 1999, Medford Water established an SDC for the SWHL area (Resolution No. 969); and

WHEREAS, Medford Water reviews SDC rates annually and revises capital project costs to reflect changes in the *Engineering News – Record* Construction Cost Index (CCI), modifications to the master facility plans, and modifications to the list of eligible projects as approved by the Board of Water Commissioners; and

WHEREAS, the SWHL SDC was last modified in October 2020; and

WHEREAS, Staff presented a study session on the staff review on April 20, 2022; and

WHEREAS, at their August 17, 2022, meeting, the Board of Water Commissioners reviewed the calculations, and Staff's recommendation to modify the SDC for the SWHL to \$10,651.74 per gross acre; and

WHEREAS, a public hearing to consider modification of the SWHL SDC was held on Wednesday, August 17, 2022, and noticed according to Oregon statutory requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS, THAT:

Effective September 1, 2022, the SDC to be collected on all property receiving service, either directly or indirectly from the SWHL system will be in the modified amount of \$10,651.74 per gross acre or part thereof, as set forth in the annual staff review, attached as Exhibit A and by reference made a part hereof, with 100 percent (100%) being a reimbursement and improvement fee, with payment due and payable at the time the improvement plans are approved for the proposed development.

PASSED by the Board of Water Commissioners and signed by me in authentication of its passage this 17th day of August 2022.

ATTEST: _____

Yvette Finstad, Asst. Clerk of the Commission

Jason Anderson, Acting Chair

SDCs For: SOUTHWEST HIGH LEVEL SYSTEM										
CIP/Asset #	Capacity-Increasing Project Description (Constructed Reimbursement or Future Improvement)	Installation Year	(4,5) Years in Service or Year of Estimate	Average CCI for Installation Year	(6) Original Asset Cost (\$)	Portion Eligible (%)	(3) Original or Estimated SDC Cost (\$)	(8) Present Estimated Cost (2021 \$)	(2) ACRE	(1) Present Worth (PW) Cost per ACRE (\$)
CONSTRUCTED										
PRESSURE ZONE 1C										
CASW29760	SOUTHWEST RESERVOIR SITE	1988	34	4519	26,531	100%	26,531	71,228	469	151.87
	ARCHER PUMP STATION MODIFICATIONS	1999	23	6060	230,000	100%	230,000	460,544	469	981.97
CASW46720	SOUTH WEST RESERVOIR	2003	19	6695	467,524	100%	467,524	847,346	469	1,806.71
CASW46910	SOUTH WEST RESERVOIR	2003	19	6695	1,402,573	100%	1,402,573	2,542,039	469	5,420.13
PMSW08929	COLUMBUS AVE ARCHER DRIVE TO SOUTH STAGE	2003	19	6695	30,713	100%	30,713	55,664	469	118.69
PMSW08930	COLUMBUS AVE ARCHER DRIVE TO SOUTH STAGE	2003	19	6695	92,138	100%	92,138	166,992	469	356.06
PMSW08931	COLUMBUS AVE SOUTH STAGE RD TO 2027 SOUTH	2003	19	6695	34,740	100%	34,740	62,964	469	134.25
PMSW08932	COLUMBUS AVE SOUTH STAGE RD TO 2027 SOUTH	2003	19	6695	104,221	100%	104,221	188,891	469	402.75
PMSW50664	Sunset Drive - Tivoli Dr to Thomas Rd	2016	6	10338	9,275	100%	9,275	10,885	469	23.21
PMSW50665	Sunset Drive - Thomas Rd to 34' East	2016	6	10338	1,080	100%	1,080	1,267	469	2.70
PMSW51094	Ione's View Subdivision - Sunset Dr W	from existing main at Tivoli Dr	2021	1	12133	4%	6,943	6,943	469	14.80
<i>Subtotals</i>							\$ 2,405,738			\$9,372.42
FUTURE										
PRESSURE ZONE 1C										
	South Stage Rd water oversizing and SW Pressure Zone rezoning	2023	2021	12133	600,000	100%	600,000	600,000	469	1,279.32
<i>Subtotals</i>							\$ 600,000			\$1,279.32
									Constructed	\$9,372.42
									Future	\$1,279.32
GRAND TOTAL										\$10,651.74
(1) 2021 Dec Rate: ENR Construction Cost Index (CCI)		12,133		Reimbursed (7)						
(2) Equivalent Residential Units, ERUs = Gross acres										
There were 447 total acres in the Southwest High Level area (above 1480' elevation, inside the City Limits, and within the 1990 UGB)										
Overall development is calculated at a rate of 99% of the available land therefore (447)(0.99) = 443 acres										
The 2012 Regional Problem Solving (RPS) process increased the acreage to 556 (compared to 447) and needed facilities may have to be added in the future as well as recalculation of this spreadsheet										
2022 Update: Total 474 acres within the Southwest High Level area (366 acres current + 108 acres to be added rezoned from Gravity zone), above 1485 elevation, inside COM UGB										
Overall development is calculated at a rate of 99% of the available land therefore (474)(0.99) = 469 acres										
(3) Since replacement of increased capacity SDC project facilities is not allowed to be again funded with SDCs, depreciation is not used as a factor in these costs.				Blue = variable factors year to year					Existing	\$9,226.45
(4) Current Year		2022								
(5) Year of Estimates		2021								
(6) The original costs for CONSTRUCTED projects are total percentage, or (if noted) proportional, reimbursement (buy-in) values ALL of which provide additional capacity										
(7) MWC reimbursement DOES NOT include interest over time on the actual expended costs, and SDC calculations DO NOT include State allowed costs for SDC studies, program administration, and/or program accounting										
(8) The present worth calculation is based on the difference between the constructed year CCI and the current year CCI										



Technical Memorandum

TO: Commissioners Bob Strosser, Michael Smith, Daniel Bunn, John Dailey, and Jason Anderson

FROM: Ben Klayman; Water Quality and Treatment Manager

DATE: August 17, 2022

SUBJECT: Item 6 - Resolution 1832, Awarding Exemption from Competitive Solicitation and Authorizing direct award of laboratory services contract

OBJECTIVE: Board Approval

Issue

Staff requests an exemption from competitive solicitation per section 2.32 of the Commission's Contracting & Purchasing Regulations and authorization to contract directly with Neilson Research Corporation for routine and investigational laboratory services.

Discussion

Laboratory services are critical for Medford Water to achieve compliance with drinking water regulations as well as monitor various internal processes related to water production and distribution. There is only one local lab with the capabilities required for a water utility with the size and needs of our utility. Using a non-local lab would incur significant shipping costs, as well as introduce unnecessary delay and complications into the process of analyzing water samples in a timely manner. Medford Water has been using the services of Neilson Research Corporation for many years and is receiving great value and customer service.

The findings are the basis for purchasing directly from Neilson Research Corporation and are:

1. Neilson Research Corporation is the only local lab with the analytical capabilities required.
2. Neilson Research Corporation is accredited by the Oregon Environmental Laboratory Accreditation Program (ORELAP) as required by Oregon State law.
3. Using any other lab would result in substantial shipping costs not required with this contract.
4. Neilson Research Corporation is involved in State level committees relating to drinking water regulations, ensuring they are staying current and using best practices.
5. Neilson Research Corporation provides great customer service, including rapid turnaround times and reporting on key analyses.
6. It is in the best interest to Medford Water.

Financial Impact

The cost of these contract services are authorized up to \$425,000 over five years and are included in this and upcoming fiscal year budgets.

Requested Board Action

Staff recommends approval of Resolution 1832 to adopt findings, authorize an exemption from competitive solicitation and to authorize the award of a five-year contract to Neilson Research Corporation for laboratory services.

RESOLUTION NO. 1832

A RESOLUTION Adopting Findings, Authorizing an Exemption from Competitive Bidding, and Awarding a Five-Year Contract to Neilson Research Corporation for Laboratory Analytical Services for up to \$425,000

WHEREAS, routine and investigational laboratory services are critical for Medford Water Commission (Medford Water) to achieve compliance with drinking water regulations as well as monitor various internal processes related to water production and distribution; and

WHEREAS, Neilson Research Corporation (NRC) is uniquely qualified to provide these services as the only local, nationally-certified laboratory; and

WHEREAS, based on the attached findings, which are supported by documents on file with Medford Water; and

WHEREAS, the cost of this purchase is included in the current fiscal year budget and will be included in future fiscal year budgets, with the anticipated cost over the next five years totaling \$425,000, exceeding the General Manager's purchasing authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS:

SECTION 1. That the findings are hereby adopted and an exemption from competitive bidding is authorized.

SECTION 2. That this exemption is granted under the provisions of Medford Water's Contracting and Purchasing Regulations, Section 2.32 – Sole Source Procurement, as discussed in the agenda item memorandum for the Board of Water Commissioners meeting of August 17, 2022.

SECTION 3. That a five-year contract, which is on file in Medford Water's office, is hereby awarded to Neilson Research Corporation for Laboratory Analytical Services, and by reference made a part hereof, is hereby approved, and the General Manager is hereby authorized and directed to execute said contract, and annual payments up to a \$425,000 limit over the five-year period, on behalf of the Board of Water Commissioners. This authorization exceeds the authority of the General Manager as defined in Section 1.02 (K) of the current Contracting & Purchasing Regulations.

PASSED by the Board of Water Commissioners and signed by me in authentication of its passage this 17th day of August 2022.

ATTEST: _____
Yvette Finstad, Asst. Clerk of the Commission

Jason Anderson, Acting Chair

FINDINGS

Pursuant to Medford Water Commission's Contracting and Purchasing Regulations, Section 2.32 – Sole Source Procurement, the following facts support an exemption from competitive solicitation for Laboratory Analytical Services:

1. Exempting this project is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts:
 - a. Neilson Research Corporation (NRC) is the only local lab with the analytical capabilities required; and
 - b. NRC is accredited by the Oregon Environmental Laboratory Accreditation Program (ORELAP) as required by Oregon State law.
 - c. NRC is involved in State level committees relating to drinking water regulations, ensuring they are staying current and using best practices.
2. Exempting this project is reasonably expected to result in substantial cost savings to the contracting agency or to the public:
 - a. Using any other lab would result in substantial shipping costs not required with this contract.
3. Public notice of the approval of a special procurement must be given:
 - a. Public notice of the exemption from competitive solicitation was published on the Commission's website on August 10, 2022.



Memorandum

TO: Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn
FROM: Andy Huffman, Senior Capital & Special Projects Manager
DATE: Wednesday, August 17, 2022
SUBJECT: Item 7 – Resolution 1833, Awarding a Contract to HD Fowler Co. for the Table Rock Road PL-1 Pipe Procurement
OBJECTIVE: Board Approval

Issue

Hydraulic analysis has determined there needs to be a 42" transmission line added to achieve the target of 65 million gallons a day (MGD) delivered from the Robert A. Duff Water Treatment Plant (Duff WTP).

Discussion

The work associated with the 65 MGD Expansion at the Duff WTP has demonstrated the need for additional 18,000 plus feet of 42" transmission pipeline between the treatment plant and Vilas Rd. This pipeline will allow the plant to deliver 65 MGD into the distribution system. Work on the Distribution System Resilient Backbone has identified this pipeline a fundamental component of the resilient backbone and is prescribed to be a seismically resilient pipeline.

Based on the volatility of the current steel market and the impacts to supply chain and delivery, the decision was made for a material purchase ahead of the final design and contractor bidding of the overall project.

An Invitation to Bid was issued on July 1, 2022, and Medford Water received two bids. Following are the bids for this ITB:

HD Fowler Co.	\$10,663,510.20
Ferguson Waterworks	\$12,999,601.59

Jacobs and Medford Water staff reviewed the bids and found HD Fowler Co. of \$10,663,510.20 to be the lowest responsible, responsive bid. These materials will be delivered in Q4 of FY 22/23 and Q1 of FY 23/24. There will be an addition of material upon completion of final design.

Financial Impact

The 10-year CIP budget presented in March 2022 allocated a total of \$23,000,000 over multiple fiscal years for design and construction of the Table Rock Road PL-1 (Reduced Pressure North-South Conveyance) project. Medford Water staff and consultants will continue to revise the estimate of cost of this project as design progresses and in response to supply challenges and increases in materials costs.

Requested Board Action

Staff recommends approval of the Resolution 1833, awarding a Contract in the amount of \$10,663,510.20 to HD Fowler Co. and authorizing the General Manager to administer payments for work under this contract.

RESOLUTION NO. 1833

A RESOLUTION Awarding and Authorizing the General Manager to Execute a Purchase Order in the Amount of \$10,663,510.20 with HD Fowler Co. for the Table Rock Road PL-1 Pipe Procurement

WHEREAS, Medford Water Commission (Medford Water) Engineering developed plans and specifications to support a ductile iron pipe procurement; and

WHEREAS, an Information to Bidders (ITB) was developed and advertised on July 1, 2022;, and two (2) responsible, responsive bids were received; and

WHEREAS, HD Fowler Co. submitted a bid of \$10,663,510.20 which was found to be the lowest responsive bid; and

WHEREAS, a Notice of Intent to Award was issued to HD Fowler Co. on August 5, 2022 and no protests have been received to the Notice of Intent to Award; and

WHEREAS, the amount of the purchase order exceeds the General Manager's authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS:

SECTION 1. That a purchase order in the amount of \$10,663,510.20 for Table Rock Road PL-1 Pipe Procurement is hereby awarded to HC Fowler Co.

SECTION 2. That the General Manager is hereby authorized and directed to execute said purchase order, payments for said purchase order up to \$10,663,510.20, and any purchase order amendments not exceeding the General Manager's purchasing authority or 25 percent of the original contract amount, on behalf of the Board of Water Commissioners, which purchase order is on file in the Medford Water's office and by reference made a part hereof, is hereby approved. This authorization exceeds the authority of the General Manager as defined in Section 1.02 of the Medford Water's Contracting & Purchasing Regulations.

PASSED at a regular meeting of the Board of Water Commissioners and signed by me in authentication of its passage this 17th day of August 2022.

ATTEST: _____
 Yvette Finstad, Asst. Clerk of the Commission Jason Anderson, Acting Chair



REVISED

Memorandum

TO: Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

FROM: Brian Runyen, P.E., Engineering Manager
Rachel Lanigan, P.E., Senior Engineer

DATE: Wednesday, August 17, 2022

SUBJECT: Item 8 – Resolution 1834, Authorizing the General Manager to Execute a Cooperative Improvement Agreement (CIA) for the Foothill Road Project and to Open a Local Government Investment Pool Account and Deposit Funds Required by the CIA

OBJECTIVE: Board Approval

Issue

Medford Water needs to execute a Cooperative Improvement (Utility) Agreement (CIA) between the Commission, ODOT and the City of Medford in order to construct planned Medford Water improvements within the ODOT construction contract for the Foothill Road Corridor project. Medford Water will also be required to open a Local Government Investment Pool (LGIP) Account and deposit funds required by the CIA into the Account.

Discussion

The City of Medford is completing roadway, pedestrian and bicycle path improvements to Foothill Road through an ODOT managed construction contract. Medford Water has planned water improvements designed and ready to be constructed within the project area and has coordinated with the City to include our improvements within their construction plan set. Significant additional costs could be incurred by Medford Water if the water infrastructure was instead constructed separately. For example, there are economies in being able to have our facilities constructed within this project's traffic control and erosion control, and also in not needing to repair roadway pavement.

The City's project is being bid and managed by ODOT. Therefore, the mechanism available for inclusion of Medford Water's water improvements within the City's construction project is a CIA between the Commission, ODOT and the City of Medford. Medford Water will be required to make an advance deposit, currently estimated at \$4,500,000 and subject to change, into a LGIP account to cover the pre-bid estimate of costs of the water improvements that will be bid under the ODOT contract.

Note that the costs covered in the LGIP are not all of the construction costs, but only those that are being bid directly within the ODOT project. Additional project construction costs include:

- **Pre-Purchase of Materials:** Phase 1 water construction occurs at the beginning of the City's project timeline. Because of the current long delivery time for ductile iron pipe and fittings, significant delays to the project could occur if procurement does not begin prior to the ODOT contract award and subsequent notice to proceed to their contractor (when the contractor would begin procuring the materials). Therefore, Medford Water intends to separately pre-purchase and "owner-supply" some materials (ductile iron pipe, fittings,

valves and hydrants) needed for the first phase of the waterline construction. Costs for these owner-supplied materials is currently estimated at \$500,000 and subject to change. Staff is preparing an Invitation to Bid (ITB) for these items and will subsequently return to the Board for approval of award of that contract.

- **Water Adjustments for COM:** Adjustments of some existing water facilities are necessary to construct the City’s project, for which a pro-rata share of costs included within the ODOT contract, currently estimated between \$585,000 and subject to change, will be reimbursed to the Commission by the City. Additionally, approximately \$150,000 of bid items within the ODOT contract related to water line construction work (namely, temporary trench resurfacing and rock excavation) are included in the City’s costs and will be reimbursed by Medford Water to the City at conclusion of the project. Medford Water intends to execute a separate Memorandum of Understanding (MOU) with the City of Medford regarding these costs.
- **Work Performed by Medford Water Forces:** Construction of portions of the water improvements related to live water lines will be performed by Medford Water forces both prior to and during the construction project. These costs are not included within the ODOT contract or the amount to be deposited into the LGIP account. Current estimated cost for this work is \$230,000 and subject to change, of which approximately \$115,000 is anticipated to be reimbursed by the City of Medford under the proposed MOU.

Following is a summary of estimated full project costs at this time. \$4.5M of the costs relate directly to the ODOT Contract covered by the CIA and LGIP contained in this Resolution. Portions of costs anticipated to be reimbursable by the City of Medford under the proposed MOU are also noted.

TOTAL DESIGN EST (CONSULTANTS & MWC)	\$	500,000	
Construction: MWC Forces Before & During Construction	\$	230,000	\$ (115,000) COM Reimb
Construction: Costs Administered Under ODOT Contract	\$	4,500,000	\$ (585,000) COM Reimb
Construction: Pre-purchase of Phase 1 Water Pipe, etc	\$	500,000	
Construction: Reimbursement to COM for COM bid items	\$	150,000	
Construction: Est Inspection, Admin & Consultants	\$	110,000	
TOTAL CONSTRUCTION	\$	5,490,000	
CONSTRUCTION & BIDDING CONTINGENCY (20%)	\$	1,000,000	
CURRENT EST PROJECT SUBTOTAL	\$	6,990,000	
City of Medford Reimbursement (with contingency)	\$	(800,000)	
CURRENT EST PROJECT TOTAL (WITH CONTINGENCY)	\$	6,190,000	

Note that construction costs are subject to change as neither the ODOT contract nor the pre-purchase of Phase water materials has gone to bid yet. The contracting environment remains volatile in terms of costs and schedules. Changes to these numbers are to be expected.

Financial Impact

The current 10-year CIP budget allocated a total of \$4,000,000 for design and construction of this project over multiple fiscal years. Adjustments will need to be made in the next iteration of the 10-year CIP to account for the cost escalations and timing of this project. The CIA under this Resolution will require earmarking of project funds into a Local Government Investment Pool (LGIP) Account. ODOT is scheduled to open bids for this project in November 2022, with an expected start of construction in the Spring of 2023. Funds within the LGIP account will be drawn upon as construction progresses. It is expected that funds will not begin to be withdrawn from this

account until the 4th Quarter of the current fiscal year and will continue thru FY23-24 and FY24-25, and possibly beyond.

Requested Board Action

Staff recommends approval of Resolution 1834, Authorizing the General Manager to Execute a Cooperative Improvement (Utility) Agreement (CIA) Between the Medford Water Commission (Medford Water), the State of Oregon, Acting by and through Its Department of Transportation (ODOT), and the City of Medford (City) For Water Improvements within the Foothill Road Corridor Project, and Authorizing the General Manager to Open a Local Government Investment Pool Account and to Deposit Funds Required by the CIA, Currently Estimated at \$4,500,000 into the Account.

A RESOLUTION of the City of Medford, Oregon, by and through Its Board of Water Commissioners, Authorizing the General Manager to Execute a Cooperative Improvement (Utility) Agreement (CIA) Between the Medford Water Commission (Medford Water), the State of Oregon, Acting by and through Its Department of Transportation (ODOT), and the City of Medford (City) For Water Improvements within the Foothill Road Corridor Project, and Authorizing the General Manager to Open a Local Government Investment Pool Account and to Deposit Funds Required by the CIA, Currently Estimated at \$4,500,000 into the Account

WHEREAS, the City is completing roadway, pedestrian and bicycle path improvements to Foothill Road through an ODOT managed construction contract; and

WHEREAS, Medford Water has planned water improvements designed and ready to be constructed within the project area; and

WHEREAS, it is a benefit to both Medford Water and the City to construct their facilities concurrently; and

WHEREAS, the water construction items to be bid and paid for under the ODOT managed construction contract will be financed at a current pre-bid estimated cost of \$4,500,000 in Medford Water funds, which is subject to change; and

WHEREAS, adjustments of some existing water facilities are necessary to construct the City's project, for which a pro-rata share of costs, currently estimated at between \$585,000 and \$700,000, which is subject to change, will be reimbursed to Medford Water by the City; and

WHEREAS, ODOT will bid and manage construction of the project; and

WHEREAS, ODOT requires execution of a Cooperative Improvement (Utility) Agreement (CIA) between ODOT and Medford Water to include Medford Water's water improvements and adjustments within the project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS, THAT:

SECTION 1. The General Manager is hereby authorized to execute a Cooperative Improvement (Utility) Agreement (CIA) between Medford Water, ODOT and the City for water improvements within the Foothill Road Corridor project, as well as any amendments not exceeding the General Manager's purchasing authority or an additional 25 percent of the estimated cost in the CIA, on behalf of the Board of Water Commissioners, and said CIA and any amendments shall be on file in the Office of Medford Water and by reference made a part hereof. This authorization exceeds the authority of the General Manager as defined in Section 1.02 of the Medford Water's Contracting & Purchasing Regulations.

SECTION 2. The General Manager is hereby authorized to open a Local Government Investment Pool Account and to deposit funds required by the CIA, currently estimated at \$4,500,000, into the account, as amended not exceeding the General Manager's purchasing authority or an additional 25 percent of the estimated cost in the CIA, on behalf of the Board of Water Commissioners.

PASSED by the Board of Water Commissioners and signed by me in authentication of its passage this 17th day of August 2022.

ATTEST: _____
Yvette Finstad, Asst. Clerk of the Commission

Jason Anderson, Acting Chair

COOPERATIVE IMPROVEMENT (UTILITY) AGREEMENT
Project Name Foothill Road Corridor

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" **the City of Medford** acting by and through its elected officials, hereinafter referred to as "Agency," and the **Medford Water Commission**, acting by and through its elected officials, hereinafter referred to as "MWC," and all entities to this Agreement are herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Foothill Road is a part of the city street system under the jurisdiction and control of the Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS [373.020](#), the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS [366.425](#), State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
5. State is conducting a project to widen Foothill Rd to 5 lanes to ease traffic congestion, add curb gutter, sidewalk and bike lanes to improve safety for the traveling public, add .25 mile section of a 3 lane roadway to South Stage Rd.. While the project is under construction, State will use this opportunity to replace MWC's non-reimbursable waterline that runs under Foothill Rd.
6. The Agency and MWC will enter into a Memorandum of Understanding whereby the Agency consents to inclusion of the MWC waterline within Foothill Rd and which defines the responsibility of Agency for reimbursement to MWC of a portion of costs borne by MWC to install MWC's waterlines necessary for Agency's construction.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and MWC agree that State or its contractor shall install MWC's non reimbursable waterlines located within Foothill Rd, as required to complete State's Foothill Road Corridor project, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of **\$4,454,046** in MWC funds. The estimate for the total Project cost is subject to change. MWC shall be responsible for all waterline associated work as described in Exhibit B, attached hereto, and by this reference made a part hereof.
3. MWC and State shall coordinate Change Order(s) affecting MWC's facilities. The fillable Contract Change Order, form 734-1169, is available at the following web site:

[Highway - Construction Section ODOT Construction Forms](#)
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
2. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
3. Agency's Project Manager for this Project is Kenneth Parducci, MURA Project Manager, 200 S Ivy St, Medford OR 97501, 541-774-2123, ken.parducci@cityofmedford.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

MWC OBLIGATIONS

1. MWC shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of **\$4,454,046** for the Project, said amount

being equal to the estimated total cost for the work performed by State at MWC's request under State Obligations, paragraph 2. MWC agrees to make additional deposits as needed upon request from State. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.

2. Upon completion of the Project and receipt from State of an itemized statement of the actual total cost of State's participation for the Project, MWC shall pay any amount which, when added to MWC's advance deposit, will equal 100 percent of actual total State costs for the Project. Any portion of said advance deposit which is in excess of the State's total costs will be refunded or released to MWC.
3. All MWC waterline and appurtenances installed by State or its contractor will require inspections by MWC. MWC personnel will work directly with State personnel. MWC shall not contact or communicate with State's contractor without State's consent. MWC will provide all necessary documentation to State. State shall present to MWC any Contract Change Order for review and written approval by MWC.
4. Upon installation, the Waterline shall be owned and operated by MWC. MWC is responsible for and agrees to perform 100 percent of the maintenance on the waterline. All maintenance obligations of the Waterline survive the termination of this agreement.
5. MWC acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of MWC which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
6. MWC's Project Manager for this Project is Rachel Lanigan, Senior Engineer, 200S Ivy St #177, Medford OR 97501, 541-774-2452, rachel.lanigan@medfordwater.org, or assigned designee upon individual's absence. MWC shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other

necessary functions for sole administration of the construction contract entered into for this Project.

2. State shall, upon execution of the agreement, forward to MWC a letter of request for an advance deposit or irrevocable letter of credit in the amount of **\$4,454,046** for payment of waterline facilities. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
3. Upon completion of the Project, State shall either send to MWC a bill for the amount which, when added to MWC's advance deposit, will equal 100 percent of the total state costs for Project or State will refund to MWC any portion of said advance deposit which is in excess of the total State costs for Project.
4. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
5. All employers, including State, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. State shall ensure that each of its contractors complies with these requirements.
6. State shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, State expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#), as amended, and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
7. State's Project Manager for this Project is Nicole Frankl, State Utility Liaison, ODOT – Technical Services, 4040 Fairview Ind. Drive SE, MS#2 Salem OR 97302, 503-986-3658, Nicole.Frankl@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days notice, in writing and delivered by certified mail or in person.

2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by that Party, under any of the following conditions:
 - a. If the other Party fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If the other Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period as the other Party may authorize.
 - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to advance this Project or the terms of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or MWC is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or MWC with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the

circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
10. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

State/Agency Agreement No.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Medford Water Commission, by and through its Board of Water Commissioners

STATE OF OREGON, by and through its Department of Transportation

By _____

By _____

Title _____

Region 3 Manager

Date _____

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

APPROVAL RECOMMENDED

By _____

By _____

Agency Counsel

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

Agency Contact:

Ken Parducci, MURA Project Manager
200 S Ivy St
Medford OR 97501
541-774-2123
Ken.Parducci@cityofmedford.org

By _____

Assistant Attorney General (If Over \$150,000)

Date _____

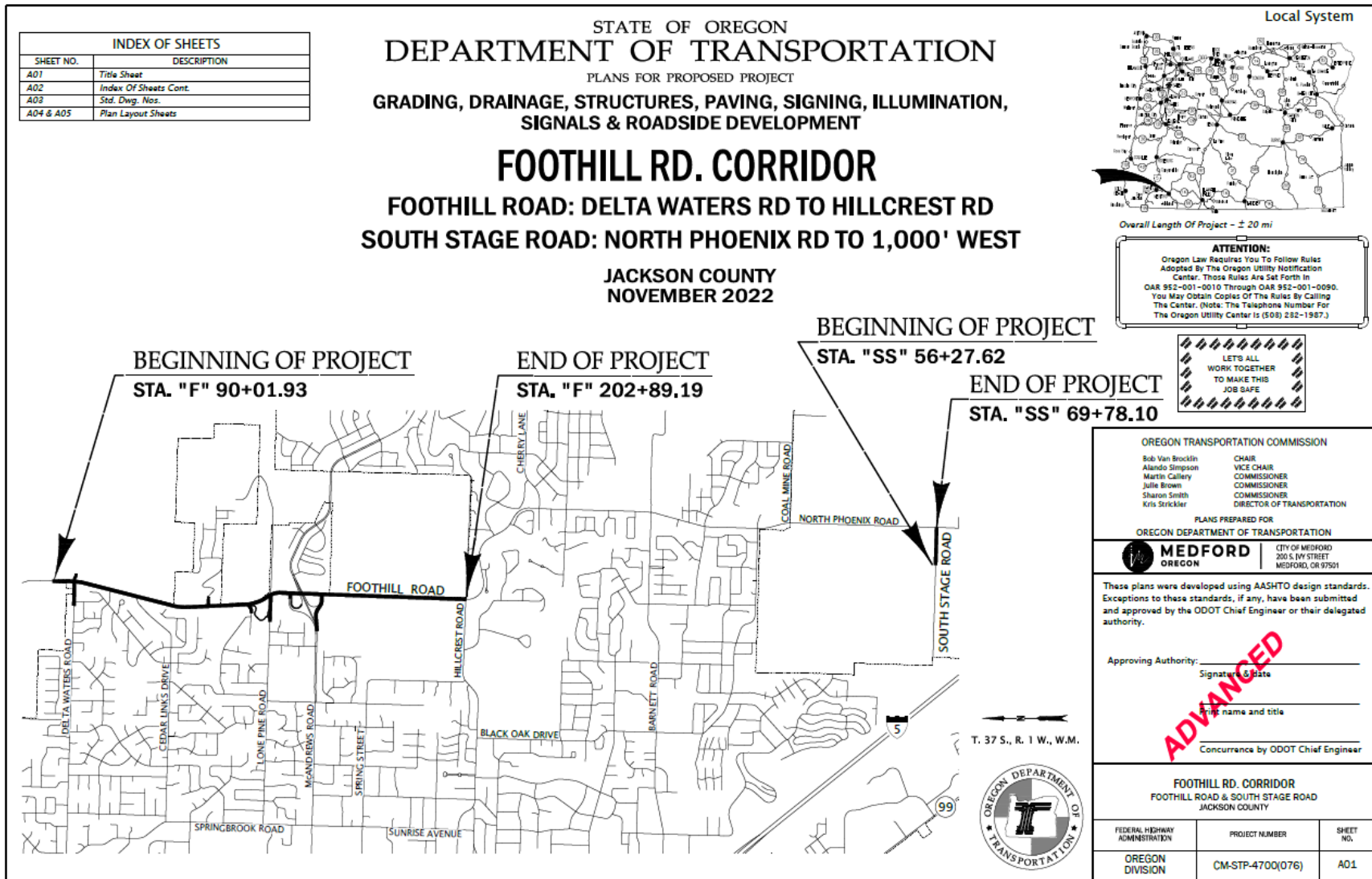
MWC Contact:

Rachel Lanigan, Senior Engineer
200 S Ivy St #177
Medford OR 97501
541-774-2452
rachel.lanigan@medfordwater.org

State Contact:

Nicole Frankl
State Utility and Railroad Liaison
ODOT – Technical Services
4040 Fairview Ind. Drive SE MS#2
Salem OR 97302
503-986-3658
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EXHIBIT A – Project Location Map



P:\LAND PROJECTS 31P1825 FOOTHILL ROAD – MCANDREWS TO HILLCREST\DESIGN\PLANS\FOOTHILL TITLE SHEET.DWG 4/27/2022 4:26 PM jsdamon

EXHIBIT B - COST ESTIMATE

MEDFORD WATER COMMISSION (MWC) CIA EXHIBIT B					
Non-Reimbursable Utility Relocation					
BID ITEM NUMBER	ITEM	UNIT	QUAN	UNIT COST	ITEM COST
0210-0100000A	MOBILIZATION	LS	1	\$263,466.00	\$263,466.00
0225-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	\$32,130.00	\$32,130.00
0280-0100000A	EROSION CONTROL	LS	1	\$5,508.00	\$5,508.00
0290-0100000A	POLLUTION CONTROL PLAN	LS	1	\$2,754.00	\$2,754.00
0305-0100000A	CONSTRUCTION SURVEY WORK (1.5%)	LS	1	\$41,310.00	\$41,310.00
9800-0000150A	CONSTRUCTION ENGINEERING (10%)	LS	1	\$263,287.82	\$263,287.82
0310-0100000F	REMOVAL OF PIPES	LF	859	\$50.00	\$42,950.00
0310-0100000F	REMOVAL OF PIPES (24" WATERLINE)	LF	600	\$100.00	\$60,000.00
0310-0103000J	REMOVAL OF SURFACINGS	SQ YD	0	\$20.00	\$0.00
0310-0119000F	ASPHALT PAVEMENT SAW CUTTING	FOOT	3923	\$5.00	\$19,615.00
0444-0100000A	12 INCH C900 PVC SANITARY SEWER PIPE, 5 FT DEPTH	FOOT	40	\$100.00	\$4,000.00
0445-030012AF	FILLING ABANDONED 24 INCH DIAMETER WATER PIPES	FOOT	1370	\$12.00	\$16,440.00
1140-0195000E	BLOWOFF ASSEMBLY, 4 INCH	EACH	1	\$8,000.00	\$8,000.00
1140-0300000E	8 INCH CONNECTION TO 8 INCH EXISTING MAIN	EACH	4	\$1,000.00	\$4,000.00
1140-0300000E	8 INCH CONNECTION TO 12 INCH EXISTING MAIN	EACH	1	\$1,200.00	\$1,200.00
1140-0300000E	12 INCH CONNECTION TO 12 INCH EXISTING MAIN	EACH	7	\$1,200.00	\$8,400.00
1140-0300000E	12 INCH CONNECTION TO 16 INCH EXISTING MAIN	EACH	5	\$1,200.00	\$6,000.00
1140-0300000E	16 INCH CONNECTION TO 16 INCH EXISTING MAIN	EACH	2	\$1,200.00	\$2,400.00
1140-0300000E	24 INCH CONNECTION TO 24 INCH EXISTING MAIN	EACH	4	\$12,000.00	\$48,000.00
1140-0500000F	6 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	328	\$125.00	\$41,000.00
1140-0500000F	8 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	35	\$150.00	\$5,250.00
1140-0500000F	8 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL (AGENCY FURNISHED)	FOOT	75	\$50.00	\$3,750.00
1140-0500000F	8 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS E BACKFILL	FOOT	436	\$175.00	\$76,300.00
1140-0500000F	10 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	40	\$200.00	\$8,000.00
1140-0400000F	12 INCH DUCTILE IRON PIPE WITH CLASS B BACKFILL	FOOT	1779	\$200.00	\$355,800.00
1140-0500000F	12 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	597	\$225.00	\$134,325.00
1140-0500000F	12 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL (AGENCY FURNISHED)	FOOT	45	\$60.00	\$2,700.00
1140-0500000F	12 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS E BACKFILL	FOOT	55	\$250.00	\$13,750.00
1140-0400000F	16 INCH DUCTILE IRON PIPE WITH CLASS B BACKFILL	FOOT	108	\$225.00	\$24,300.00
1140-0500000F	16 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	90	\$250.00	\$22,500.00
1140-0400000F	24 INCH DUCTILE IRON PIPE WITH CLASS B BACKFILL	FOOT	3529	\$350.00	\$1,235,150.00
1140-0500000F	24 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	770	\$375.00	\$288,750.00
1140-0500000F	24 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL (AGENCY FURNISHED)	FOOT	1024	\$80.00	\$81,920.00
1140-0500000F	24 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS E BACKFILL	FOOT	43	\$400.00	\$17,200.00
1140-0500000O	24 INCH MLPCWS PIPE, FITTINGS AND COUPLINGS WITH CLASS B BACKFILL	FOOT	1533	\$400.00	\$613,200.00
1140-0500000O	24 INCH MLPCWS PIPE, FITTINGS AND COUPLINGS WITH CLASS E BACKFILL	FOOT	947	\$420.00	\$397,740.00
1140-0610000E	DUCTILE IRON PIPE TEES, 8x8x6 INCH	EACH	1	\$1,200.00	\$1,200.00
1140-0610000E	DUCTILE IRON PIPE TEES, 12x12x6 INCH	EACH	4	\$1,500.00	\$6,000.00
1140-0610000E	DUCTILE IRON PIPE TEES, 12x12x6 INCH (AGENCY FURNISHED)	EACH	2	\$100.00	\$200.00
1140-0610000E	DUCTILE IRON PIPE TEES, 12x12x8 INCH	EACH	1	\$1,500.00	\$1,500.00
1140-0610000E	DUCTILE IRON PIPE TEES, 12x12x12 INCH	EACH	3	\$1,000.00	\$3,000.00
1140-0610000E	DUCTILE IRON PIPE TEES, 12x12x12 INCH (AGENCY FURNISHED)	EACH	2	\$100.00	\$200.00

1140-0610000E	DUCTILE IRON PIPE TEES, 16x16x12 INCH	EACH	1	\$1,500.00	\$1,500.00
1140-0610000E	DUCTILE IRON PIPE TEES, 16x16x16 INCH	EACH	1	\$1,500.00	\$1,500.00
1140-0610000E	DUCTILE IRON PIPE TEES, 24x24x4 INCH	EACH	0	\$2,500.00	\$0.00
1140-0610000E	DUCTILE IRON PIPE TEES, 24x24x6 INCH	EACH	3	\$2,500.00	\$7,500.00
1140-0610000E	DUCTILE IRON PIPE TEES, 24x24x6 INCH (AGENCY FURNISHED)	EACH	1	\$100.00	\$100.00
1140-0610000E	DUCTILE IRON PIPE TEES, 24x24x8 INCH	EACH	1	\$2,500.00	\$2,500.00
1140-0610000E	DUCTILE IRON PIPE TEES, 24x24x8 INCH (AGENCY FURNISHED)	EACH	2	\$100.00	\$200.00
1140-0610000E	DUCTILE IRON PIPE TEES, 24x24x12 INCH	EACH	1	\$2,500.00	\$2,500.00
1140-0610000E	DUCTILE IRON PIPE TEES, 24x24x12 INCH (AGENCY FURNISHED)	EACH	2	\$200.00	\$400.00
1140-0650000E	DUCTILE IRON CROSS, 24X12 INCH	EACH	1	\$2,500.00	\$2,500.00
1140-0650000E	DUCTILE IRON PIPE BEND, 8 INCH	EACH	6	\$1,100.00	\$6,600.00
1140-0650000E	DUCTILE IRON PIPE BEND, 8 INCH (AGENCY FURNISHED)	EACH	2	\$100.00	\$200.00
1140-0650000E	DUCTILE IRON PIPE BEND, 12 INCH	EACH	11	\$1,500.00	\$16,500.00
1140-0650000E	DUCTILE IRON PIPE BEND, 24 INCH	EACH	10	\$2,500.00	\$25,000.00
1140-0660000E	DUCTILE IRON PIPE COUPLING, 4 INCH	EACH	0	\$500.00	\$0.00
1140-0660000E	DUCTILE IRON PIPE COUPLING, 8 INCH	EACH	3	\$750.00	\$2,250.00
1140-0660000E	DUCTILE IRON PIPE COUPLING, 10 INCH	EACH	1	\$1,000.00	\$1,000.00
1140-0660000E	DUCTILE IRON PIPE COUPLING, 12 INCH	EACH	4	\$1,500.00	\$6,000.00
1140-0660000E	DUCTILE IRON PIPE COUPLING, 16 INCH	EACH	1	\$2,000.00	\$2,000.00
1140-0660000E	DUCTILE IRON PIPE COUPLING, 24 INCH	EACH	2	\$2,500.00	\$5,000.00
1140-0660000E	DUCTILE IRON PIPE COUPLING, 24 INCH (AGENCY FURNISHED)	EACH	1	\$200.00	\$200.00
1140-0670000E	DUCTILE IRON PIPE REDUCER, 24x16 INCH	EACH	2	\$2,000.00	\$4,000.00
1150-0100000E	4 INCH GATE VALVE	EACH	0	\$750.00	\$0.00
1150-0100000E	6 INCH GATE VALVE	EACH	10	\$2,000.00	\$20,000.00
1150-0100000E	6 INCH GATE VALVE (AGENCY FURNISHED)	EACH	1	\$100.00	\$100.00
1150-0100000E	8 INCH GATE VALVE	EACH	2	\$2,800.00	\$5,600.00
1150-0100000E	8 INCH GATE VALVE (AGENCY FURNISHED)	EACH	2	\$100.00	\$200.00
1150-0100000E	12 INCH BUTTERFLY VALVE	EACH	9	\$3,500.00	\$31,500.00
1150-0100000E	12 INCH BUTTERFLY VALVE (AGENCY FURNISHED)	EACH	4	\$150.00	\$600.00
1150-0100000E	16 INCH BUTTERFLY VALVE	EACH	2	\$4,000.00	\$8,000.00
1150-0100000E	24 INCH BUTTERFLY VALVE	EACH	3	\$12,000.00	\$36,000.00
1150-0100000E	24 INCH BUTTERFLY VALVE (AGENCY FURNISHED)	EACH	2	\$200.00	\$400.00
1150-0600000E	2 INCH COMBINATION AIR RELEASE / AIR VACUUM VALVE ASSEMBLY	EACH	7	\$3,500.00	\$24,500.00
1150-0600000E	2 INCH COMBINATION AIR RELEASE / AIR VACUUM VALVE ASSEMBLY (AGENCY FURNISHED)	EACH	1	\$500.00	\$500.00
1150-0700000E	12X8 INCH TAPPING SLEEVE AND 8 INCH VALVE ASSEMBLY	EACH	2	\$5,000.00	\$10,000.00
1150-0700000E	12X12 INCH TAPPING SLEEVE AND 12 INCH VALVE ASSEMBLY	EACH	2	\$5,000.00	\$10,000.00
1150-0700000E	16X12 INCH TAPPING SLEEVE AND 12 INCH VALVE ASSEMBLY	EACH	0	\$6,000.00	\$0.00
1150-0700000E	16X16 INCH TAPPING SLEEVE AND 16 INCH VALVE ASSEMBLY	EACH	1	\$7,500.00	\$7,500.00
1160-0100000E	HYDRANT ASSEMBLIES	EACH	10	\$4,800.00	\$48,000.00
1160-0100000E	HYDRANT ASSEMBLIES (AGENCY FURNISHED)	EACH	1	\$500.00	\$500.00
				TOTAL:	\$ 4,454,046



Memorandum

TO: Commissioners Bob Strosser, Michael Smith, John Dailey, Jason Anderson, and Daniel Bunn

FROM: Tanya Haakinson, HR Manager

DATE: Wednesday, August 17, 2022

SUBJECT: Item 9 - Resolution 1835, Adopting an Addition to Section 2, Personnel Manual, 2.16.5 Retiree Temporary Work Assignment Policy

OBJECTIVE: Board Approval

Issue

To add policy guidance in the Personnel Manual for Employees of Medford Water around an option for management to hire back a retiree for a temporary period of time to assist with a critical business need.

Discussion

Maintaining business continuity and knowledge transfer is one of the biggest challenges we face within our organization. Adding a Retiree Temporary Work Assignment Policy provides an additional tool for management to mitigate the impacts of retirement on the organization and the ability to maintain critical business needs. The new policy will be added to Section 2 of Medford Water's Personnel Manual. Attached is the new Section 2.16.5 that is proposed to be added. This is a new policy.

Financial Impact

It may or may not have financial impact on the organization. Under some situations it may be necessary support this decision recognizing the cost would be attributable to training the future replacement and preparing them for taking on the responsibilities of the retiree.

Requested Board Action

Staff recommends approval of Resolution 1835, approving addition to Section 2 of the Personnel Manual for employees of Medford Water.

RESOLUTION NO. 1835

A RESOLUTION Approving the Addition of Section 2.16.5, Retiree Temporary Work Assignment Policy, to the Personnel Rules and Policies (Personnel Manual) for Employees of Medford Water Commission, Effective August 17, 2022

WHEREAS, when a critical business need exists and to maintain successful operations, Medford Water Commission (Medford Water) may choose to hire a retired employee for temporary work assignment; and

WHEREAS, compensation, time limit, benefits, and other terms are outlined in the proposed Section 2.16.5, Retiree Temporary Work Assignment Policy, attached as Exhibit A; and

WHEREAS, this policy will provide Medford Water with a skilled employee to fulfill a critical staffing need when necessary;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF WATER COMMISSIONERS OF THE CITY OF MEDFORD, OREGON, AS FOLLOWS:

That the addition of Section 2.16.5, Retiree Temporary Work Assignment Policy, to the Personnel Rules and Policies (Personnel Manual) for Employees of Medford Water Commission, as set forth in Exhibit A, attached and by reference made a part hereof, is hereby approved and effective August 17, 2022.

PASSED at a regular meeting of the Board of Water Commissioners of the City of Medford, Oregon, and signed by me in authentication thereof this 17th day of August 2022.

ATTEST: _____
Yvette Finstad, Asst. Clerk of the Commission

Jason Anderson, Acting Chair



2.16.5 Retiree Temporary Work Assignment Policy

Intent

To be utilized when a critical business need exists, to maintain successful operations, and to prepare, transfer knowledge, and train other employees to fulfil responsibilities.

Eligibility Criteria

- An established business need must be present for a retiree temporary work assignment **and**
- Retiree must have left the organization in good standing **and**
- General Manager must approve all proposals for retiree temporary work assignment.
HR will process requests, validate and forward to GM for review. Retiree will be rehired, once approved.

Terms of Temporary Work Assignments

Compensation - A retiree's compensation will be within MWC existing pay range and managed to market, based on the scope of work, duties and responsibilities.

Time Limit - A retiree's temporary work assignment is not to exceed six (6) months. Exceptions will require review and approval by GM.

Overtime Work (*Applies to Non-Exempt only*) - Regarding overtime, COMP time will be utilized if extenuating circumstances exist. If comp time not used at term date, time and half rule will apply. Requires advanced approval from Supervisor overseeing the retiree's work assignment.

Benefits - MWC will provide health insurance benefits to retiree only (cost share aligned with current employee process in place); Retiree will earn one (1) hour of Sick Leave per every 30 hours worked, up to a max of 40 hours a year, as per current OR Sick Leave law; MWC's regular scheduled Holidays will apply to Retiree; Retiree will not receive employee's HRA VEBA benefit.

Reporting Hours - MWC is responsible for tracking and reporting retiree's hours worked to PERS.

PERS Eligibility - It is the retiree's responsibility to meet PERS regulations regarding the number of hours worked annually. Retiree understands elected retirement option may have restrictions that apply. Retiree's responsibility to understand impact of retirement elections/eligibility to work past retirement.

See PERS website for detailed information of retiree's responsibilities related to hours worked post retirement: <https://www.oregon.gov/pers/RET/Pages/Work-After-Retirement.aspx>.

Senate Bill 1049 regulations apply (sunset on September 31, 2024). *MWC does not administer PERS or PERS eligibility requirements. The information listed does not fully represent PERS retirement options or restrictions, and may be subject to change. **The retiree is solely responsible for understanding and fully complying with PERS regulations.***