



Wednesday, December 18, 2024 – 12:15 p.m.

Medford Police Department Prescott Room
219 S. Ivy Street, Medford, Oregon 97501

This meeting will be held in person, but you may attend virtually; see the instructions on page 2.

AGENDA

11:30 a.m. LUNCH

11:45 a.m. STUDY SESSION – Annual Audit Presentation (Cody Savey, Isler CPA)

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 via teleconference.

4. Approval or Correction of the Minutes of the Last Regular Meeting of December 4, 2024

5. Resolution No. 1966, A RESOLUTION Authorizing an Amendment to the Intergovernmental Agreement (IGA) with Jackson County for Operation and Maintenance Services for Medford Water's Watershed Stream Gaging Stations and Authorizing the General Manager to Execute the Amendment

6. Resolution No. 1967, A RESOLUTION Awarding and Authorizing the General Manager to Execute a One-Year Contract with Four Annual Options to Renew in the Amount Not-to-Exceed \$1,100,000 with Rogue Valley Backflow Services for Residential and Medford Water Owned Backflow Assembly Testing and Maintenance Services

7. Resolution No. 1968, A RESOLUTION Awarding and Authorizing the General Manager to Execute a Contract with Airgas USA in the Amount Not to Exceed \$195,000.00 to Purchase Liquid Carbon Dioxide (CO2) for Medford Water's Robert A. Duff Water Treatment Plant

8. Leadership Team Reports

Leadership Team staff will be present and may provide information: Engineering Manager Brian Runyen, Water Operations Manager Dan Perkins, Finance Manager Beau Belikoff, Information Technology Manager Kris Stitt, Human Resources Manager Tanya Haakinson, Water Resources & Customer Service Manager Julie Smitherman, and General Manager Brad Taylor.

8. Propositions and Remarks from the Commissioners

9. Adjourn

DATES TO REMEMBER*					
DATE	DAY	TYPE OF MEETING	STUDY SESSION TIME & TOPIC	REGULAR MEETING	LOCATION
1/1/2024	Wed	Board Meeting	CANCELED <i>Offices closed in observance of the New Year's Day Holiday</i>	12:15 p.m.	Prescott Room, Police Dept
1/15/24	Wed	Board Meeting	Source Water Protection	12:15 p.m.	Prescott Room, Police Dept

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

INSTRUCTIONS FOR ATTENDING THIS MEETING VIRTUALLY



To join by computer, click the following link:

https://us02web.zoom.us/webinar/register/WN_sTGrOmOEqoyKV2fYpNORSg

Meeting passcode: 036120



To join by phone, call:

(669) 900-6833

Meeting ID Number: 876 9740 0772 Meeting passcode: 036120



Memorandum

TO: Commissioners Bob Strosser, David Wright, Jason Anderson, John Dailey, and Michael Smith

FROM: Julie Smitherman, Water Resources and Customer Service Manager

DATE: December 18, 2024

SUBJECT: Item 5 – Resolution 1966, Authorizing the General Manager to extend the IGA with Jackson County for Watermaster Stream Gaging Operation and Maintenance Services

OBJECTIVE: Board Approval

Issue

Medford Water’s current Intergovernmental Agreement (IGA) with Jackson County for Watermaster operation and maintenance of our stream gaging stations will expire January 2025. Medford Water would like to extend the IGA with Jackson County for an additional five years to allow the Watermaster to continue to provide stream gaging operation and maintenance (O&M) services for Medford Water’s stream gaging stations.

Discussion and Findings

In 2013 an IGA was signed with Jackson County for five years of Watermaster streamflow gaging station O&M services. In 2018 a new IGA was developed for five years and last year was amended to include a sixth year. We now present a second amendment to extend the services for an additional five years.

The Watermaster maintains eight stations for Medford Water that are essential for managing our water supply and water use in the Big Butte Creek Basin. The data informs our operations and our releases from Willow Lake for our shared water right agreement with EPID. It is used in our required water use reports to the Oregon Water Resources Department. Finally, it is a tool to monitor the water supply and water use of the basin.

The Watermaster is the appropriate entity to operate and maintain the stations and post the data online. Each station is visited six times per year and as needed for repairs, records and maintains the data, performs data analyses, and displays the data real-time. Finally, the data is housed in the OWRD Stream Flow and Lake Level database as public record.

Financial Impact

Jackson County Watermaster O&M Stream Gaging Services have been budgeted for the 2024-25 fiscal year. Below is a schedule of rates over the next five years with a 5% increase each year.

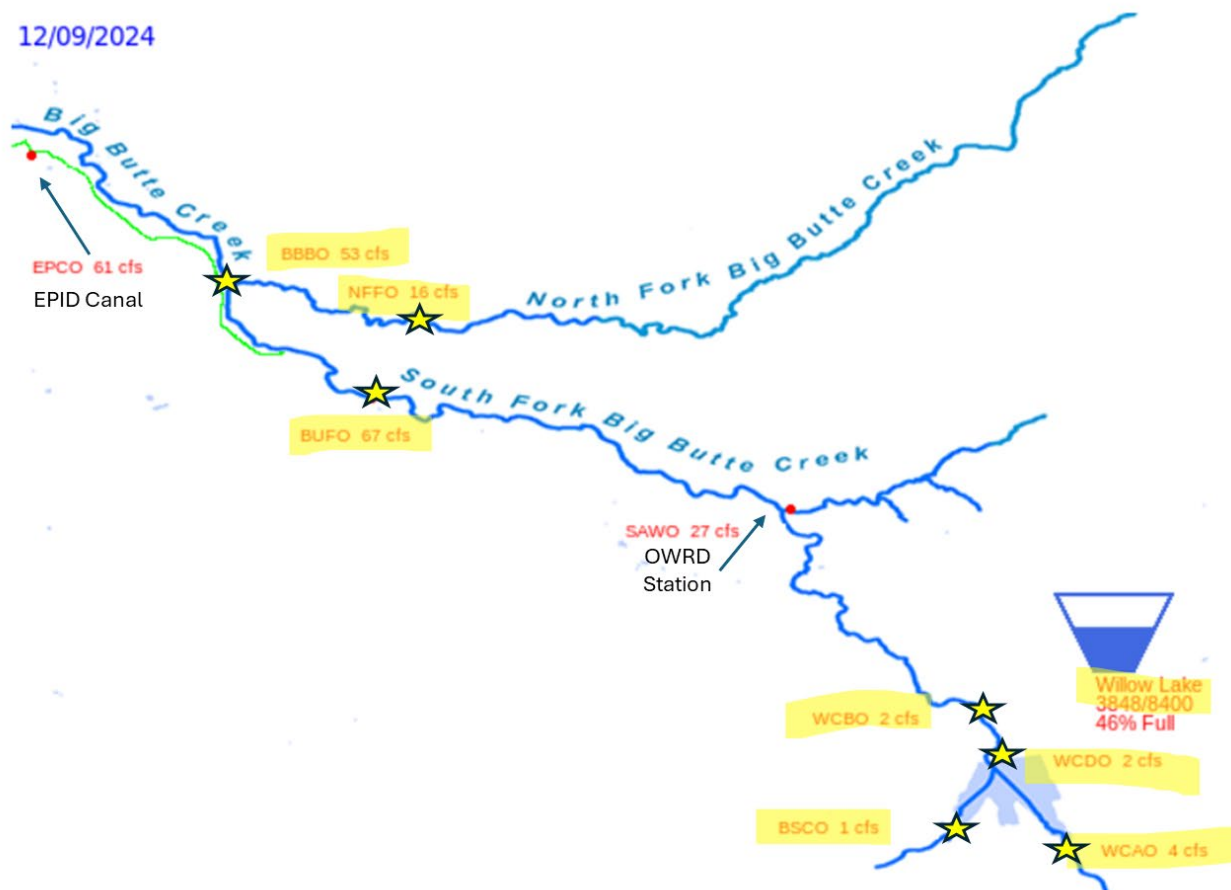
Water Master Stream Gaging O&M Rate Schedule 2025-2029					
2025	2026	2027	2028	2029	Five Year Total
\$22,719.23	\$23,615.19	\$24,555.95	\$25,543.75	\$26,580.93	\$123,015.05

Requested Board Action

Staff recommends approval of Resolution 1966, authorizing the General Manager to extend the current IGA with Jackson County for five additional years for \$125,000.

US Bureau of Reclamation, Pacific Northwest Region Big Butte Creek Basin

12/09/2024



RESOLUTION NO. 1966

A RESOLUTION Authorizing an Amendment to the Intergovernmental Agreement (IGA) with Jackson County for Operation and Maintenance Services for Medford Water's Watershed Stream Gaging Stations and Authorizing the General Manager to Execute the Amendment

WHEREAS, Medford Water owns certain real property as part of its municipal water system; said property consisting of eight stream gaging stations within Medford Water's Watershed; and

WHEREAS, Medford Water has identified the need to operate and maintain the stream gaging stations; and

WHEREAS, The County Watermaster's office has the equipment and staff to provide operation and maintenance services; and

WHEREAS, In 2013 Resolution 1535 was approved and an IGA was signed with Jackson County for five years of gaging station operations and maintenance services; and

WHEREAS, In 2018 a new IGA was signed with Jackson County for five years of gaging station operations and maintenance services; and

WHEREAS, In 2023, the IGA was extended for a sixth year and amendment I was added to the IGA; and

WHEREAS, the parties desire to extend this IGA for the purpose of having the County provide the operation and maintenance services for the stations, for an additional five years following the rate schedule outlined in amendment II;

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

SECTION 1. That the extension of the IGA with Jackson County is hereby authorized for the continued operation and maintenance of Medford Water's watershed stream gaging stations, in accordance with the terms outlined in Exhibit A and Amendment II and are attached hereto and by reference made a part hereof.

SECTION 2. That the General Manager is hereby authorized and directed to execute Amendment II, payments for the IGA up to \$125,000, and any additional amendments to the IGA that do not exceed 25 percent of the original IGA amount, on behalf of the Board of Water Commissioners and includes the extension of the agreement as filed in the Office of Medford Water and incorporated herein by reference. This authorization exceeds the authority of the General Manager as defined in Section 1.02 of the Medford Water Contracting & Purchasing Regulations.

PASSED at a regular meeting of the Board of Water Commissioners and signed by me in authentication thereof this 18th day of December.

ATTEST: _____
Amber Furu, Asst. Clerk of the Commission

Bob Strosser, Chair

INTERGOVERNMENTAL AGREEMENT (IGA) FOR
THE MEDFORD WATERSHED STREAM GAGING
STATION NETWORK

This Intergovernmental Agreement, hereinafter referred to as "IGA," is made and entered into by and between Jackson County, Oregon, a home-rule political subdivision of the state of Oregon, hereinafter referred to as the "County," and Medford Water Commission, a chartered municipal water utility of the City of Medford, Oregon, governed by and through its Board of Water Commissioners, hereinafter referred to as the "Commission."

Authority

In accordance with and pursuant to the provisions of ORS Chapter 190, entitled "Intergovernmental Cooperation," the County is authorized to enter into written agreements with another "unit of local government," which includes a commission or any other governmental authority in Oregon, to jointly provide for the performance of a function or activity. By acceptance of this IGA, the Commission certifies that it meets the above eligibility criteria for such cooperation with the County.

As a result of this IGA and pursuant to ORS 190.030, any unit of local government, consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the IGA, its officers and agencies.

Recitals

WHEREAS, the City of Medford owns certain real property as part of its municipal water system, said property consisting of a four stream gaging station network, within the Medford Watershed; and

WHEREAS, the Commission has identified the need to operate and maintain the said Medford Watershed Stream Gaging Station Network, and

WHEREAS, the County Watermaster's office has the ability to provide operation and maintenance services; and

WHEREAS, the parties desire to enter into this IGA for the purpose of having County provide the operation and maintenance services for the Medford Watershed Stream Gaging Station Network for a period of five years;


Now, therefore, the parties hereto expressly agree as follows:

1. County, in consideration of the payments to be made by Commission, agrees:
 - a. To furnish labor for the operation and maintenance of the Medford Watershed Stream Gaging Station network, and to do the work listed in exhibit A attached hereto, in a workmanlike manner for a period of approximately five years, through December 31, 2023.
2. The services of County are to commence immediately after the full execution of this IGA and shall be undertaken in a manner as to ensure each of the four stream gaging station locations is visited six times per year for operation and maintenance requirements as outlined in exhibit A attached hereto.
3. Commission agrees to pay County annually in advance the amounts listed in Exhibit A. The total annual amount for operations and maintenance shall be paid to County within 30 days following receipt of County's invoice. This IGA includes an annual increase of 2%, as listed in Exhibit B. The amount for annual operation and maintenance shall be paid over this 5 year period as follows:
 - Year 1; \$20,257.14 by January 31, 2019
 - Year 2; \$20,662.28 by January 10, 2020
 - Year 3; \$21,075.53 by January 10, 2021
 - Year 4; \$21,497.04 by January 10, 2022
 - Year 5; \$21,926.98 by January 10, 2023
4. The County may provide a proposal for additional costs associated for materials and/or equipment required to maintain the operations of equipment owned by the Commission.
5. Termination of this IGA;
 - a. This IGA may be terminated at any time by mutual written consent of the parties.
 - b. Either party may terminate this IGA for convenience by providing written notice to the other party not less than 30 days in advance of the termination.
 - c. Commission may terminate this IGA if County fails to begin or complete work under this IGA within the times specified or County commits any material breach or default of any term, condition or obligation under this IGA, provided Commission gives notice of the breach or default to the County and County, within 10 days after the notice, fails to correct the breach or default. If the default is of such a nature that it cannot be completely remedied within the 10-day period, this provision shall be complied with if the county begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

- d. Commission may terminate this IGA for non-appropriation if Commission fails to receive funding, or appropriations on other expenditure authority at levels sufficient to pay County for the work under this IGA. Commission shall deliver written notice of termination to County not less than 30 days prior to the termination date.
 - e. Upon receiving a notice of termination of this IGA, County shall immediately cease all activities, unless Commission directs otherwise in the notice. Commission shall pay County for work performed prior to the termination date, if the work was performed in accordance with this IGA.
 - f. If termination of this IGA is for the breach or default of any term, condition or obligation of this IGA by County, Commission may pursue any legal remedy available to it as a result of such breach or default.
6. Neither party shall be liable to the other party for any indirect, special or consequential damages, arising out of or related to this IGA, including, but not limited to, delay, or interruption of business activities that may result in any manner whatsoever from any act or omission, interruption, or cessation of services.
7. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 7 of the Oregon Constitution, each Party to this IGA (an "Indemnitor") shall indemnify and hold the other party (an "Indemnitee") harmless from any third-party liability, cost or damage arising from the Indemnitor's negligence or willful misconduct, except to the extent caused by the Indemnitee's negligence or willful misconduct. The provisions of this paragraph shall survive the expiration or sooner termination of this agreement.
8. This IGA may not be amended, changed or modified in any way, except by written agreement signed by all parties hereto. Neither party shall assign or otherwise transfer its interest in this IGA. This IGA shall be construed and enforced in accordance with the laws of the State of Oregon. This IGA contains the entire agreement between the parties hereto and supersedes any and all prior expression and/or implied statements, negotiations and/or agreements between the parties, either oral or written.
9. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, earthquake, fire, or flood. Performance under this IGA shall resume when the affected party is able to substantially perform that party's obligations.

The parties hereby enter into this IGA effective as of the last date signed below:

Jackson County

By: 
Danny Jordan, County Administrator

Date: 2/27/19

Medford Water Commission

By: 
Brad Taylor, General Manager

Date: 2/14/19

Approved as to Legal Sufficiency:



Peter Philbrick
SR Assistant County Counsel

EXHIBIT A

Operation and Maintenance for Medford Watershed Stream Gaging Stations						
	Includes Annual Increase of 2%	Year 1	Year 2	Year 3	Year 4	Year 5
Bieberstedt Creek, Willow Lake Reservoir, Willow Creek Dam Outlet						
GOES Assignment/ Hydromet Fee		\$441.63	\$450.46	\$459.47	\$468.66	\$478.03
Operation and Maintenance		\$1,324.90	\$1,351.40	\$1,378.43	\$1,405.99	\$1,434.11
Includes: 6 site visits per year, stream flow measurments, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$1,104.08	\$1,126.16	\$1,148.68	\$1,171.66	\$1,195.09
OWRD Hydrographics		\$800.00				
Annual Cost		\$3,670.61	\$3,744	\$3,818.90	\$3,895.28	\$3,973.19
Willow Creek Above Willow Lake						
Operation and Maintenance		\$1,324.90	\$1,351.40	\$1,378.43	\$1,405.99	\$1,434.11
Includes: 6 site visits per year, stream flow measurments, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$662.45	\$675.70	\$689.21	\$703.00	\$717.06
OWRD Hydrographics		\$800.00				
Annual Cost		\$2,787.35	\$2,843.10	\$2,899.96	\$2,957.96	\$3,017.12
Willow Creek Near Butte Falls						
GOES Assignment/ Hydromet Fee		\$441.63	\$450.46	\$459.47	\$468.66	\$478.03
Operation and Maintenance		\$1,324.90	\$1,351.40	\$1,378.43	\$1,405.99	\$1,434.11
Includes: 6 site visits per year, stream flow measurments, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$662.45	\$675.70	\$689.21	\$703.00	\$717.06
OWRD Hydrographics		\$800.00				
Annual Cost		\$3,228.98	\$3,293.56	\$3,359.43	\$3,426.62	\$3,495.15
South Fork Big Butte Creek Near Butte Falls						
GOES Assignment/ Hydromet Fee		\$441.63	\$450.46	\$459.47	\$468.66	\$478.03
Operation and Maintenance		\$1,324.90	\$1,351.40	\$1,378.43	\$1,405.99	\$1,434.11
Includes: 6 site visits per year, stream flow measurments, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$662.45	\$675.70	\$689.21	\$703.00	\$717.06
OWRD Hydrographics		\$800.00				
Annual Cost		\$3,228.98	\$3,293.56	\$3,359.43	\$3,426.62	\$3,495.15
North Fork Big Butte Creek near Butte Falls						
GOES Assignment/ Hydromet Fee		\$441.63	\$450.46	\$459.47	\$468.66	\$478.03
Operation and Maintenance		\$1,324.90	\$1,351.40	\$1,378.43	\$1,405.99	\$1,434.11
Includes: 6 site visits per year, stream flow measurments, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$662.45	\$675.70	\$689.21	\$703.00	\$717.06
OWRD Hydrographics		\$800.00				
Annual Cost		\$3,228.98	\$3,293.56	\$3,359.43	\$3,426.62	\$3,495.15
Big Butte Creek below Butte Falls						
GOES Assignment/ Hydromet Fee		\$441.63	\$450.46	\$459.47	\$468.66	\$478.03
Operation and Maintenance		\$2,208.16	\$2,252.32	\$2,297.37	\$2,343.32	\$2,390.18
Includes: 6 site visits per year, stream flow measurments, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$662.45	\$675.70	\$689.21	\$703.00	\$717.06
OWRD Hydrographics		\$800.00				
Annual Cost		\$4,112.24	\$4,194.48	\$4,278.37	\$4,363.94	\$4,451.22
Total Annual O&M Cost		\$20,257.14	\$20,662.28	\$21,075.53	\$21,497.04	\$21,926.98

EXHIBIT B

Annual O&M Increase
(2%)

Includes Annual Increase of 2%	Year 1	Year 2	Year 3	Year 4	Year 5
Total Annual O&M Cost	\$20,257.14	\$20,662.28	\$21,075.53	\$21,497.04	\$21,926.98

AMENDMENT NO. 1

This Amendment No. 1 to the Intergovernmental Agreement (IGA) for the Medford Watershed Stream Gaging Network dated February 27, 2019 (the "IGA") between Jackson County, a political subdivision of the State of Oregon ("County"), and Medford Water Commission, a chartered municipal water utility of the City of Medford, Oregon, governed by and through its Board of Water Commissioners ("Commission"), is effective on the date it is fully executed by the parties and approved by County in accordance with applicable laws.

AMENDMENT

1. Defined terms used but not defined in this Amendment are as defined in the IGA.
2. The fourth recital of the IGA is hereby amended by replacing "five years" with "six years".
3. Paragraph 1(a) of the IGA is hereby deleted and replaced with the following revised paragraph 1(a):
 - a. *To furnish labor for the operation and maintenance of the Medford Watershed Stream Gaging Station Network, and do the work listed in exhibit A attached hereto, in a workmanlike manner for a period of approximately six years, through December 31, 2024.*
4. Section 3 of the IGA is hereby amended by replacing "5 year period" with "6 year period".
5. The following is hereby inserted at the end of paragraph 3 of the IGA:

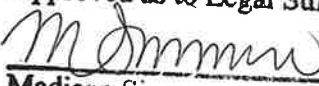
Year 6, \$22,365.52 by January 10, 2024
6. For IGA year 6, Commission shall compensate County the year 5 fees on Exhibit A increased by 2%.
7. Except as expressly modified by this Amendment, the terms and conditions of the IGA remain in full force and effect.

MEDFORD WATER COMMISSION:

By:  12/14/23
Date
Title: GENERAL MANAGER

JACKSON COUNTY:

By:  1/3/24
Date
Danny Jordan
County Administrator

Approved as to Legal Sufficiency:
 12/21/23
Madison Sirmons
Assistant County Counsel

AMENDMENT NO. 2

This Amendment No. 2 to the Intergovernmental Agreement (IGA) for the Medford Watershed Stream Gaging Network dated February 27, 2019 (the "IGA") between Jackson County, a political subdivision of the State of Oregon ("County"), and Medford Water Commission, a chartered municipal water utility of the City of Medford, Oregon, governed by and through its Board of Water Commissioners ("Commission"), is effective on the date it is fully executed by the parties and approved by County in accordance with applicable laws.

AMENDMENT

1. Defined terms used but not defined in this Amendment are as defined in the IGA.
2. The fourth recital of the IGA is hereby amended by replacing "six years" with "eleven years".
3. Paragraph 1(a) of the IGA is hereby deleted and replaced with the following revised paragraph 1(a):
 - a. *To furnish labor for the operation and maintenance of the Medford Watershed Stream Gaging Station Network, and do the work listed in exhibit A attached hereto, in a workmanlike manner for a period of approximately eleven years, through December 31, 2030.*
4. Section 3 of the IGA is hereby amended by replacing "6 year period" with "11 year period".
5. The following is hereby inserted at the end of paragraph 3 of the IGA:

Year 7, \$22,719.23 by January 10, 2025

Year 8, \$23,615.19 by January 10, 2026

Year 9, \$24,555.95 by January 10, 2027

Year 10, \$25,543.75 by January 10, 2028

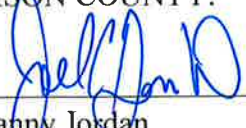
Year 11, \$26,580.93 by January 10, 2029
6. For IGA years 7-11, Commission shall compensate County the year 6 fees on Exhibit A increased by 5%.
7. Except as expressly modified by this Amendment, the terms and conditions of the IGA remain in full force and effect.

MEDFORD WATER COMMISSION:

By: _____
Date

Title: _____

JACKSON COUNTY:

By:  _____ 12/3/2021
Date
Danny Jordan
County Administrator

Approved as to Legal Sufficiency:



Peter Philbrick
Assistant County Counsel

EXHIBIT A

Operation and Maintenance for Medford Watershed Stream Gaging Stations

	Includes Annual Increase of 2%	Includes annual increase of 5%				
		Year 7	Year 8	Year 9	Year 10	Year 11
Bieberstedt Creek, Willow Lake Reservoir, Willow Creek Dam Outlet						
GOES Assignment/ Hydromet Fee		\$511.97	\$537.57	\$564.45	\$592.68	\$622.31
Operation and Maintenance		\$1,535.94	\$1,612.73	\$1,693.37	\$1,778.04	\$1,866.94
Includes: 6 site visits per year, stream flow measurements, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$1,279.94	\$1,343.94	\$1,411.14	\$1,481.69	\$1,555.78
OWRD Hydrographics		\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Annual Cost		\$4,127.85	\$4,294.25	\$4,468.96	\$4,652.41	\$4,845.03
Willow Creek Above Willow Lake						
Operation and Maintenance		\$1,535.94	\$1,612.73	\$1,693.37	\$1,778.04	\$1,866.94
Includes: 6 site visits per year, stream flow measurements, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$767.97	\$806.37	\$846.68	\$889.02	\$933.47
OWRD Hydrographics		\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Annual Cost		\$3,103.90	\$3,219.10	\$3,340.05	\$3,467.06	\$3,600.41
Willow Creek Near Butte Falls						
GOES Assignment/ Hydromet Fee		\$511.97	\$537.57	\$564.45	\$592.68	\$622.31
Operation and Maintenance		\$1,535.94	\$1,612.73	\$1,693.37	\$1,778.04	\$1,866.94
Includes: 6 site visits per year, stream flow measurements, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$767.97	\$806.37	\$846.68	\$889.02	\$933.47
OWRD Hydrographics		\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Annual Cost		\$3,615.88	\$3,756.67	\$3,904.51	\$4,059.73	\$4,222.72
South Fork Big Butte Creek Near Butte Falls						
GOES Assignment/ Hydromet Fee		\$511.97	\$537.57	\$564.45	\$592.68	\$622.31
Operation and Maintenance		\$1,535.94	\$1,612.73	\$1,693.37	\$1,778.04	\$1,866.94
Includes: 6 site visits per year, stream flow measurements, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$767.97	\$806.37	\$846.68	\$889.02	\$933.47
OWRD Hydrographics		\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Annual Cost		\$3,615.88	\$3,756.67	\$3,904.51	\$4,059.73	\$4,222.72
North Fork Big Butte Creek near Butte Falls						
GOES Assignment/ Hydromet Fee		\$511.97	\$537.57	\$564.45	\$592.68	\$622.31
Operation and Maintenance		\$1,535.94	\$1,612.73	\$1,693.37	\$1,778.04	\$1,866.94
Includes: 6 site visits per year, stream flow measurements, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$767.97	\$806.37	\$846.68	\$889.02	\$933.47
OWRD Hydrographics		\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Annual Cost		\$3,615.88	\$3,756.67	\$3,904.51	\$4,059.73	\$4,222.72
Big Butte Creek below Butte Falls						
GOES Assignment/ Hydromet Fee		\$511.97	\$537.57	\$564.45	\$592.68	\$622.31
Operation and Maintenance		\$2,559.89	\$2,687.88	\$2,822.27	\$2,963.39	\$3,111.56
Includes: 6 site visits per year, stream flow measurements, maintenance of sensors, & verification of calibration of all sensors.						
Data Management		\$767.97	\$806.37	\$846.68	\$889.02	\$933.47
OWRD Hydrographics		\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Annual Cost		\$4,639.83	\$4,831.82	\$5,033.41	\$5,245.08	\$5,467.34



Technical Memorandum

TO: Commissioners Bob Strosser, David Wright, Jason Anderson, John Dailey, and Michael Smith

FROM: Dan Perkins; Water Operations Manager

DATE: December 18, 2024

SUBJECT: Item 6.0 - Resolution 1967, Authorization to Contract with Rogue Valley Backflow for Residential and Medford Water Owned Backflow Device Maintenance Services for one year with additional options to renew on an annual basis for 4 additional years

OBJECTIVE: Board Approval

Issue

On October 30, 2024, Medford Water staff issued a formal public solicitation for a multi-year Residential & Medford Water Owned Backflow Assembly Testing & Maintenance Services as the current contract for the past 5 years expires on December 31, 2024. The Invitation to Bid documents were made available via the Medford Water website and through the Daily Journal of Commerce. As a courtesy, an email was sent to all certified backflow testers in Southern Oregon from the list found on the Oregon Health Authority website.

A mandatory Pre-Bid meeting with the option to attend in person or remotely via Microsoft Teams was held on November 14, 2024. Two backflow testing companies attended the meeting. The bid opening was on November 26, 2024, with one bid received. The single bid received was from our current backflow testing company, Rogue Valley Backflow Services. The price of \$15.23 per device for testing was not changed from the current contract that is about to expire. The initial one-year contract based on estimated backflow devices to be tested from submitted bid form is \$185,210.03. The anticipated cost for the initial year and four additional one-year options to renew, including escalation, is estimated to be \$1,100,000. The total cost of the contract exceeds the General Manager's purchasing authority.

Discussion

Staff have been satisfied with the performance of Rogue Valley Backflow Services over the past 5 years of performance. As the current contract comes to an end, staff seeks Board approval to proceed with the initial one-year contract with four, one-year options to renew as originally stated in the initial solicitation.

Financial Impact

The anticipated cost for the initial year and four additional one-year options to renew, including escalation, is projected to be \$1,100,000. These costs are covered in the current fiscal year budget and will be incorporated into future fiscal year budgets starting with FY 25/26.

Requested Action

Staff recommends approval of Resolution 1967, authorizing the General Manager to enter a contract for an initial one-year term with four one-year options to renew upon mutual agreement for the Residential & Medford Water Owned Backflow Assembly Testing and Maintenance Service contract with Rogue Valley Backflow Services. The not-to-exceed total is \$1,100,000.

RESOLUTION NO. 1967

A RESOLUTION Awarding and Authorizing the General Manager to Execute a One-Year Contract with Four Annual Options to Renew in the Amount Not-to-Exceed \$1,100,000 with Rogue Valley Backflow Services for Residential and Medford Water Owned Backflow Assembly Testing and Maintenance Services

WHEREAS, Medford Water publicly solicited formal bids for Residential and Medford Water Owned Backflow Assembly Testing and Maintenance Services through an Invitation to Bid process on October 30, 2024; and

WHEREAS, a Notice of Intent to Award was issued to the low bidder, Rogue Valley Backflow Services, on December 3, 2024, and no protests of the award were received; and

WHEREAS, the solicitation has an initial term of one year not-to-exceed \$185,212.03, with options to extend up to four additional one-year terms by mutual agreement of both parties in writing. Including estimated growth and escalation, the potential contract over a five-year period shall not exceed \$1,100,000 in total; and

WHEREAS, Rogue Valley Backflow Services is qualified and agreeable to render the services specified in the aforesaid Invitation to Bid; and

WHEREAS, the value of the contract and potential extensions 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 the contract includes the initial year and four additional one-year term options for Residential and Medford Water Owned Backflow Assembly Testing and Maintenance Services is hereby awarded to Rogue Valley Backflow Services in the not-to-exceed amount of \$1,100,000 over the potential five-year duration of the contract.

SECTION 2. That the General Manager is hereby authorized and directed to execute said contract for up to five years, payments for said contract options up to \$1,100,000 and any contract amendments not exceeding the General Manager’s purchasing authority on behalf of the Board of Water Commissioners, which contract is on file in the Office of the Commission 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 Commission’s Contracting & Purchasing Regulations.

PASSED at a regular meeting of the Board of Water Commissioners and signed by me in authentication thereof this 18th day of December 2024.

ATTEST: _____
Amber Furu, Asst. Clerk of the Commission

Bob Strosser, Chair



Technical Memorandum

TO: Commissioners, Bob Strosser, John Dailey, Jason Anderson, Michael Smith, and David Wright
FROM: Dan Perkins; Water Operations Manager
DATE: December 18, 2024
SUBJECT: Item 7.0 - Resolution 1968, Authorization to purchase Liquid Carbon Dioxide
OBJECTIVE: Board Approval

Issue

In November 2024, Medford Water issued a Request for Quotation for the supply of Liquid Carbon Dioxide needed to operate the treatment system at the Robert A. Duff Water Treatment Plant. The intent is to award a one-year contract with four yearly options to renew to the lowest bidder, Airgas USA. The potential total cost over a 5-year contract period will exceed the General Manager's purchasing authority of \$150,000.

Discussion

The contract is intended to cover up to 5 years of Liquid Carbon Dioxide purchases not-to-exceed \$195,000.

Financial Impact

The anticipated cost of Liquid Carbon Dioxide in the 2025/2026 operating season is \$33,000. With an estimated 8% escalation per year, the total purchase should not exceed \$195,000 over the potential five-year lifespan of the contract. The cost is included in the FY25/26 budget and will be included in subsequent annual budgets.

Requested Action

Staff recommends approval of Resolution 1968, authorizing the General Manager to purchase Liquid Carbon Dioxide in the amount not-to-exceed \$195,000 over a five-year period from Airgas USA.

RESOLUTION NO. 1968

A RESOLUTION Awarding and Authorizing the General Manager to Execute a Contract with Airgas USA in the Amount Not to Exceed \$195,000.00 to Purchase Liquid Carbon Dioxide (CO2) for Medford Water’s Robert A. Duff Water Treatment Plant

WHEREAS, in November 2024, staff issued a Request for Quotation for supply of Liquid Carbon Dioxide (CO2) at the Robert A. Duff Water Treatment Plant; and

WHEREAS, a bid opening was conducted November 26, 2024 @ 2:00pm; bids were received from Airgas USA and Linde Gas & Equipment; and

WHEREAS, the bid from Airgas USA was determined to be the lowest responsive and responsible bid, and Airgas USA is qualified to provide the product as required; and

WHEREAS, a one-year contract award to Airgas USA with four yearly options to renew, intended to cover up to 5 years of Liquid Carbon Dioxide (CO2) purchases (not exceeding \$195,000.00) is recommended by staff; and

WHEREAS, the estimated total cost of the potential five-year agreement will be \$195,000.00, which exceeds the General Manager’s purchasing authority without Board approval;

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

SECTION 1. A one-year contract with four annual options to renew in the not-to-exceed amount of \$195,000.00 is awarded to Airgas USA for the purchase of Liquid Carbon Dioxide.

SECTION 2. That the General Manager is hereby authorized and directed to execute said contract, payments for said contract, 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 contract is on file in the Office of the Commission and by reference made a part hereof. This authorization exceeds the authority of the General Manager as defined in Section 1.02 of the Commission’s Contracting & Purchasing Regulations.

PASSED by the Board of Water Commissioners and signed by me in authentication of its passage this 18th day of December 2024.

ATTEST: _____
Amber Furu, Asst. Clerk of the Commission

Bob Strosser, Chair