



**TALENT CITY COUNCIL  
REGULAR COUNCIL MEETING MINUTES  
TOWN HALL  
September 7, 2016 – 6:45 P.M.**

*Study Session, Regular Council & TURA meetings are being digitally recorded and will be available on the City website*

The City Council of the City of Talent will meet in Regular Session at 6:45 PM Wednesday, September 7<sup>th</sup> in the Town Hall, 206 E. Main Street. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the City Recorder at 541-535-1566, ext. 1012.

The City Council reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the study session and/or meeting.

**REGULAR COUNCIL MEETING- 6:45 PM**

*Anyone wishing to speak on an agenda item should complete a Public Comment Form and give it to the City Recorder. Public Comment Forms are located at the entrance to the meeting place. Anyone commenting on a subject not on the agenda will be called upon during the "Citizens Heard on Non-agenda Items" section of the agenda. Comments pertaining to specific agenda items will be taken at the time the matter is discussed by the City Council.*

**1. Call to Order/Roll Call**

**Members Present**

**Councilor McManus**

**Councilor Harrison**

**Councilor Abshire**

**Councilor Pederson**

**Councilor Collins**

**Members Absent**

**Mayor Stricker**

**Councilor Wise**

**2. Pledge of Allegiance**

**3. Community Announcements**

**Due to Mayor Strickers absence Councilor President Pederson will be running the meeting.**

**4. Public Hearings**

*Public hearings are conducted under a prescribed procedure depending on the topic. The presiding officer will conduct the hearing in accordance with those procedures which will allow for public input at the announced time.*

**4.1 None**

**5. Citizens Heard on Non-Agenda Items**

*Limited to 5 minutes or less per Mayoral discretion*

**None.**

**6. Public Presentations**

*Items that do not require immediate Council action, such as presentations, discussion of potential future action items. Time limited to 15 minutes per presentation unless prior arrangements have been made.*

**6.1 None.**

**7. Consent Agenda**

*The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilor may have an item on the consent agenda removed and considered separately on request.*

## 7.1 Approval of Regular Council Meeting Minutes for August 17, 2016

**Councilor Abshire moved to approve the Council Minutes for August 17, 2016. Councilor Collins seconded. Councilor Pederson repeated the motion. Discussion: None. All Ayes. Motion passed unanimously.**

## 8. Regular Agenda

*Citizens will be provided the opportunity to offer comments on action items after staff has given their report and if there is an applicant, after they have had the opportunity to speak. Action items are expected to result in motions, resolutions, orders, or ordinances.*

### 8.1 Medford Water Commission

City Manager, Tom Corrigan gave a Staff Report. The final Water Service Agreement was handed out to Council (*see attached*). He spoke that Staff recommends to sign the amended agreement.

Larry Rains of the Medford Water Commission went over the Water Service Agreement. He spoke that the flow rates would be from 5 am to 11 am.

Councilor Harrison questioned if this affects our tanks in the City. Mr. Corrigan explained the only thing affected is the time changes.

Councilor McManus questioned if this is something that will be reviewed annually. Mr. Raines explained that this is reviewed every year. The Medford Water Commission calculates out the SDC's and have Public Hearings to decide whether or not to do an increase.

Councilor Pederson thanked Staff and Medford Water Commission for the final product and spoke in support of the recommendation.

**Councilor Abshire moved to approve the agreement with Talent and Medford Water Commission. Councilor Collins seconded. Councilor Pederson repeated the motion. Discussion: None. All Ayes. Motion passed unanimously.**

### 8.2 Second Reading Ordinance 16-923-O, an Ordinance of the Talent Comprehensive Plan adopted by Ordinance 685 repealing Element E (Commonly known as the Economy Element)

**Councilor Collins moved to approve the Second Reading of Ordinance 16-923-O, an Ordinance of the Talent Comprehensive Plan adopted by Ordinance 685 repealing Element E (Commonly known as the Economy Element). Councilor Harrison seconded. Councilor President Pederson repeated the motion. Discussion: None. All Ayes. Motion passed unanimously.**

## 9. Information Items

### 9.3 Monarch Butterfly

Josephine (Dolly) Warden- 255 Colver Rd. Talent – Ms. Warden proposed an Ordinance for the Monarch Butterfly. She spoke regarding not weeding milkweed in Talent. (*See attached*).

Gerlinde Smith – 1913 Lithia Way, Talent – Ms. Smith spoke in support of milkweed and the Monarch Butterfly. She gave a background on the Monarch Butterfly.

Kristina Lefever – 2359 Blue-sky Lane, Ashland – Ms. Lefever spoke in support of the Ordinance.

**Council gave consensus to direct Staff to move forward with drafting an Ordinance for the Monarch Butterfly.**

Council discussed on options on how to deal with milkweed.

Meadowsweet Levi – 106 N. First St. Talent – Ms. Levi spoke regarding the importance of milkweed. She brought samples of milkweed for Council to look at. She encouraged Council to protect the monarchs and the milkweed.

Karen Lounsbury -1312 Talent Avenue, Talent – Ms. Lounsbury discussed why the monarchs are dying.

Councilor McManus questioned if it is possible to not pull milkweeds until we determine otherwise. Mr. Corrigan explained that due to this item being an information only no action is ready to be taken.

Councilor Pederson asked if it is possible to direct Staff to preserve milkweed. Public Works Director, Bret Marshall explained that it is difficult to figure out all the locations of the milkweed. Council discussed options.

**Council gave consensus for Public Works to not weed the milkweed at City Hall and Town Hall.**

Sandra Sanders –220 Rapp Rd. Talent – Ms. Sanders spoke in support for the milkweed.

### **9.1 HWY 99 Greenway Connection**

Mr. Corrigan gave a brief staff report (*see attached*). Councilor Pederson questioned if there was a shorter option. Community Development Director, Zac Moody spoke that making a connection from HWY 99 to the greenway has been discussed; due to a grade issue shortening the trail would require a steeper drop and may be costly to meet ADA requirements. **Council gave consensus for Staff to bring back more options.**

### **9.2 Talent PD Quarterly Report**

Lieutenant Snook went over the report.

Councilor McManus questioned if there are any significant cases with marijuana use. Lieutenant Snook answered that there has been an increase of marijuana and alcohol use.

Councilor Harrison spoke that he went on a ride along with the Police Department and was a great experience he suggested for others to go too.

## **10. City Manager & Other Department Reports**

*Items for discussion by the City Manager and Department Heads as needed.*

City Manager, Tom Corrigan gave City and Department Reports:

- An example Resolution for Civil Rights was forwarded to Mayor Stricker and Councilor Wise to show the Ad-Hoc Committee once it is formed. The sample Resolution is written for equality and not for just one group.
- Wagner Creek work for the Rogue River Watershed review will begin soon. This is where the City is looking to build a new reservoir. Staff has a meeting regarding this next Tuesday.
- True South came to the City and did a review of the Community Center. They are working with the City to get a grant for a solar project.
- The RARE Participant is starting September 12th.
- The YMCA is offering classes Monday, Wednesday and Friday for an in place chair exercise class.
- Public Works has finished installation of the LED school signs.
- Public Works completed the above ground rumble strips and painting on the crosswalks by the school.
- The Front Street water line is in.
- Carolyn Bartell from the City of Phoenix sent a letter inviting the Council to be a part of the 3<sup>rd</sup> annual Pirate Country Parade on September 28<sup>th</sup>. (*see attached*)
- Staff is looking to vacate some alley ways in the City (*see attached*). Mr. Corrigan explained the importance of these vacations and spoke that Staff will proceed with this. Staff will initiate the project and will have an open house for the public. Pictures will be sent to the Council.

## **11. Other Business**

**11.1** Councilor Harrison questioned the plastic ban which was approved by Council at the last meeting. He spoke in opposition of the ban. The majority of Council decided to keep the ban in place and discuss again after the Harvest Festival.

## **12. Mayor and Councilor - Committee Reports and Councilor Comments**

Rogue Valley Area Commission on Transportation – Mayor Stricker (alternate)  
Together for Talent Committee – Councilor Collins  
Metropolitan Planning Organization – Mayor Stricker  
Planning Commission – Councilor Wise & Councilor Abshire (alternate)

Public Art Advisory Committee – Councilor McManus  
Parks Commission – Mayor Stricker  
Traffic Safety & Transportation Commission –  
Rogue Valley Council of Governments – Councilor McManus & Mayor Stricker (alternate)  
Talent Historical Society – Councilor Abshire  
Harvest Festival Committee – Councilor McManus  
Economic Development - Councilor Pederson & Council McManus  
Chamber – Councilor Pederson  
Talent Charter Review

Councilor McManus announced that the Harvest Festival planning is going well and spoke that volunteers are needed. The next Harvest Festival Committee Meeting is September 13<sup>th</sup>.

Councilor Collins gave update from the Together for Talent Meeting:

- Looking at Joseph Street Park as an additional pollinator garden to our City scape. They have also spoken with the Talent Middle School regarding the addition of pollinator gardens in the courtyards that will be incorporated into student education.
- Has a draft Clean Energy Plan and are in the process of reviewing it.
- Working on Harvest Festival planning.

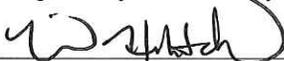
Councilor Pederson announced that the Economic Development Committee meets tomorrow and the Chamber Meeting is September 15<sup>th</sup>.

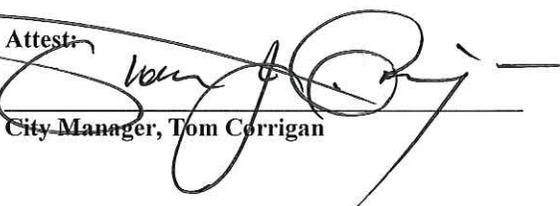
Councilor Abshire and Harrison had no announcements.

### 13. Adjournment

The Council Meeting was adjourned at 8:21 PM

Respectfully submitted by:

  
\_\_\_\_\_  
City Recorder, Melissa Huhtala

Attest:  
  
\_\_\_\_\_  
City Manager, Tom Corrigan

**The City of Talent is an Equal Opportunity Provider**

*Note: This agenda and the entire agenda packet, including staff reports, referenced documents, resolutions and ordinances are posted on the City of Talent website ([www.cityoftalent.org](http://www.cityoftalent.org)) in advance of each meeting.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact TTY phone number 1-800-735-2900 for English and for Spanish please contact TTY phone number 1-800-735-3896.*

## WHOLESALE WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT (Agreement), made and entered in duplicate to commence on the first day of October, 2016, between the City of Talent, a municipal corporation of the State of Oregon, acting as purchaser (Talent), and the City of Medford, a municipal corporation of the State of Oregon, acting by and through its Board of Water Commissioners, acting as vendor (MWC), together referred to as the Parties.

### RECITALS:

- 1) MWC is an entity established under the Home Rule Charter (Charter) adopted by the citizens of the City of Medford, comprised of five citizens appointed by the Mayor and confirmed by the City Council, to manage the Water Fund for the purpose of supplying inhabitants of the City of Medford with water; and
- 2) Under Section 19 of the Charter, the MWC is authorized to sell water and/or supply facilities outside the legal boundaries of the City of Medford, only if said water and/or supply facilities are surplus to the needs of the inhabitants of the City of Medford, and meet certain conditions of MWC Resolution No. 1058; and
- 3) Under the Charter, the MWC is authorized to set rates for City of Medford inhabitants, and to make all necessary rules and regulations for the sale, disposition and use of water and water service from the City of Medford water system, and the MWC has adopted such rules and regulations; and
- 4) Per the MWC's projections, reports and plans, the MWC finds it has surplus water and supply facilities capacity available in its system to serve Talent; and
- 5) Talent desires to purchase surplus treated and transported water from MWC from October through April, and purchase surplus supply facilities treatment and transport services for Talent's own water appropriated under Talent's own state-issued water rights from May through September;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises herein, the Parties mutually agree as follows:

## AGREEMENT:

### ARTICLE 1. SCOPE OF SURPLUS WATER SUPPLY AND SERVICE

Subject to Article 3 of this Agreement, MWC agrees to supply surplus water up to a combined (from all connections) maximum of 495 gallons per minute (GPM) for the months of October through April, and surplus facilities capacity to treat and transport water up to a combined (from all connections) maximum of 1338 GPM for the months of May through September. Talent agrees to provide sufficient water storage as part of its water system to assure that the maximum rate of withdrawal in GPM by Talent is not exceeded.

During the 5 year term of this agreement the following conditions will be complied with: The above flow rates will not be exceeded between the hours of 5 am and 11 am. During all other hours the maximum flow rate will not exceed 1338 gallons per minute (GPM) ~~in the summer during the months of May through September~~ and 735 gallons per minute (GPM) ~~in the winter during the months of October through April~~. Measurement of total flow rates for the three TAP entities (Talent, Ashland, and Phoenix) will be based on the accumulative summation of the reading of the joint TAP meter at the TAP pump station on Samike Drive and the reading of the 2<sup>nd</sup> Phoenix meter at Garfield and Kings Highway Medford, Oregon. Notwithstanding the foregoing, in the event this agreement is renewed in October 2021, the maximum flow rates specified in this article may be recalculated by MWC based on future total source supply and future 2020 maximum month demand percentages, and such flow rates will be required over an entire 24 hour period. ~~The recalculated flow rates will carry through to any future extension terms.~~

Upon written request by Talent, this Agreement may be amended to provide supplemental supply and service to Talent if MWC determines that it has surplus capacity for Talent's use, and Talent agrees to reimburse MWC the reasonable cost of providing such supplemental supply and service.

### ARTICLE 2. TALENT DISTRIBUTION SYSTEM EMERGENCY

Upon notice to MWC by Talent of a distribution system emergency, MWC will use its best efforts to provide supplemental water supply or services during the emergency.

For purpose of this agreement, "distribution system emergency" means: Any human or natural caused event that disables or impairs the distribution system such that its use constitutes an immediate threat to human life or health.

### ARTICLE 3. MWC CONNECTIONS

MWC owns and is responsible for the construction, extension, maintenance, and operation of the MWC system up to the point of and including the master Talent meter. Talent shall pay all costs of connections to the MWC system including initial metering, initial and ongoing backflow protection, and annual testing of the backflow device, all in accordance with MWC standards. MWC shall monthly read and annually test the master meter and provide readings and test results to Talent.

Talent's water supply is provided by the following master meter(s) with backflow connections to MWC:

- 10" Rosemount Spool Mag Meter at the Talent-Ashland-Phoenix (TAP) Pump Station on Samike Drive, Medford, Oregon

Temporary emergency connections to MWC with prior approval can be provided at the following location(s):

N/A

The following special conditions concerning connections to MWC apply:

- MWC acknowledges Talent's right to exchange and transfer water between the cities of Ashland, Talent, and Phoenix, Oregon within the total cumulative contracted GPM of all three noted cities served through TAP and their individual wholesale customer agreements with MWC.

#### ARTICLE 4. MWC REGULATIONS

Water service under this Agreement shall be in accordance with Section 30 SURPLUS WATER and Section 31 PROVISIONS RELATING TO UTILITY AND MUNICIPAL CUSTOMERS of the MWC Regulations Governing Water Service (Regulations), as now in effect or as may be amended. If there is any inconsistency between this Agreement and the Regulations, the Regulations control. Notwithstanding the foregoing, nothing herein is intended to relieve MWC of its obligation to supply surplus water in accordance with the terms of this Agreement, except as dictated by Federal/State regulations outside the control of MWC. The Parties acknowledge that implementation of this Agreement and the Regulations are subject to federal or state directives.

MWC shall promptly provide Talent a copy of any amendments to the Regulations.

#### ARTICLE 5. URBANIZATION POLICY

Talent agrees to provide water and services to customers within Talent city limits, or as otherwise approved by MWC in MWC Resolution No. 1058, as may be amended. Talent may provide water and services outside of city limits, but within its urban growth boundary, provided that the property requesting service has signed an irrevocable consent to annex to Talent, or as otherwise approved in writing by MWC. The current general water service map covering city limits and urban growth boundaries for Talent is attached to this Agreement as Exhibit A. Talent shall promptly notify MWC and provide a revised map as city limits and urban growth boundaries are modified.

#### ARTICLE 6. MEETING FUTURE WATER DEMANDS

Water and water services provided by MWC under this Agreement are pursuant to water rights held by the MWC and Talent. Nothing in this Agreement shall be construed to confer upon either party a legal or beneficial interest in each other's water rights, or to prevent either party from seeking additions or alterations to their water rights as deemed necessary.

Talent shall acquire and maintain such water rights as needed to meet the demand within its service area during the months of May through September. Talent may use the MWC intake facility, located at the intersection of Table Rock Road and the Rogue River in White City, as the designated point of diversion for Talent water rights. MWC shall cooperate in the perfection of any Talent water rights. Talent currently holds water rights with a diversion point on the Rogue River at the MWC Intake Facility site at the rate of     N/A     cubic feet per second and/or volume of **1292** acre feet. Delivery of such Talent water through MWC facilities shall be subject to the same terms and conditions as delivery of surplus MWC water. MWC shall measure and record at its Robert A. Duff Water Treatment Plant the amount of water withdrawn from the Rogue River by MWC and its municipal water service customers under each of their respective water rights. In its monthly water service invoice, MWC shall provide water use data for Talent. Talent shall provide MWC updated demand projections.

#### ARTICLE 7. SYSTEM DEVELOPMENT CHARGES

Pursuant to Resolution No. 774, MWC has established Water System Development Charges (SDCs) and supporting methodology to finance future MWC transmission and treatment facilities expansions. SDCs apply to all new customers, including customers of municipal wholesale customers served by MWC. Talent shall collect SDCs set by MWC from new Talent customers. MWC reviews the SDCs annually and reserves the right, in its sole discretion, to modify or replace the SDCs with a different financing mechanism for system improvements.

All SDCs collected by Talent will be held in a separate account and forwarded to MWC along with an accounting of the number and sizes of the services installed. Talent shall provide MWC

with a copy of the section within the annual Talent audit that shows accounting of MWC SDCs collected during the audited year. MWC shall, in turn, provide Talent an annual accounting of all SDCs collected.

MWC utilizes a utility basis for determining the water usage rate it charges Talent. Under this rate analysis, Talent is required to pay a return on investment for its share of the facilities paid for by MWC. Facilities funded by SDCs shall not be included in the return on investment portion of the rate analysis.

MWC shall render technical assistance to Talent in determining SDCs. MWC shall defend Talent against any legal action or appeals which may arise over the development, methodology, or implementation of the SDCs. Talent shall cooperate and support MWC in the defense, but shall not be obligated to incur any monetary obligation in such defense.

Upon termination of this Agreement, the following refund policy shall apply:

- (a) MWC shall return to Talent its prorated share of the unexpended balance of the SDCs fund. This prorated share shall be based upon the actual unexpended SDCs collected by Talent for the specific facilities funded by the SDCs, plus the interest earned.
- (b) MWC shall return to Talent a prorated share of the depreciated plant value of the specific MWC facilities funded by the SDCs and already installed. The prorated share shall be a percentage based upon the total amount of SDCs paid by Talent divided by the total SDCs collected and used to fund the facility, not including interest earned during the years in which the SDCs were collected.
- (c) In order to avoid a financial hardship, MWC shall develop a reasonable schedule of up to five (5) years for repayment of the depreciated value of the specific MWC facilities funded by the SDCs.
- (d) At the request of Talent, the MWC shall provide an accounting of the refunds made pursuant to this section.

#### ARTICLE 8. PAYMENTS TO MWC

Talent shall pay monthly for all water and services provided by MWC at MWC's scheduled wholesale rates then in place. Payment shall be made within ten (10) days after the meeting of the Talent's Council following receipt by Talent of a statement of charges from MWC.

MWC reserves the right, in its sole discretion, to change (with prior written notification of a rate study review) said rate at any time upon sixty (60) days written notice to Talent, following rate procedures and protocols in the MWC Regulations.

## ARTICLE 9. TERM OF AGREEMENT

This term of this Agreement shall be five (5) years from its commencement. Talent may, at its option, extend the term for three additional five-year periods, which periods would run through October of 2026, 2031, and 2036 respectively. ~~Except as otherwise provided in Article 1 of this Agreement regarding maximum flow rates.~~ Extensions shall be subject to the same terms and conditions as this Agreement. Written notice of the election to exercise a five-year extension of this Agreement must be given to MWC not later than January 1<sup>st</sup> of the year in which the Agreement would otherwise expire. If Talent fails to provide MWC such notice, this Agreement shall be deemed canceled at the end of the term then in effect. MWC shall continue service for a reasonable period, determined in MWC's sole discretion, to allow Talent to secure other sources of water. Provided, however, Section 19 of the Charter of the City of Medford limits the term of water service contracts to 20 years and, therefore, the obligations of MWC under this Agreement, including renewal periods, shall not exceed that period of time.

## ARTICLE 10. ASSIGNMENTS

Talent shall make no assignment of this Agreement without written permission from MWC. Any approved assignee or successor shall agree to be bound by the terms and conditions of this Agreement.

## ARTICLE 11. WATER CURTAILMENT PLAN

During periods of drought or emergency, Talent shall be subject to the MWC Water Curtailment Plan, per MWC Resolution No. 1345, unless Talent has in effect a state-approved and adopted Water Curtailment Plan at least as stringent as that of MWC. In the event of a conflict between the Talent plan and the MWC plan, the MWC plan shall control. The MWC shall give Talent as much advance warning as possible prior to curtailment of water supplies. The level of curtailment shall be determined by MWC based on the severity of the anticipated shortage. Talent shall be responsible for enforcing the MWC curtailment plan or the above mentioned Talent plan in its service area.

MWC will require and apply emergency curtailment of water use in an equitable, fair, and consistent manner consistent with Resolution 1345. Continued service during periods of emergency shall neither be construed as a waiver nor limitation of any kind on any water rights held by MWC, or a waiver or curtailment of any water rights held by Talent, nor as affecting any other terms in this Agreement.

## ARTICLE 12. ANNUAL WATER QUALITY REPORTING

MWC will gather annual water quality data and prepare informational reports as required under state Consumer Confidence Reporting (CCR) rules. These CCR reports will include water quality information for MWC and all participating municipal water customers. Annual costs involved will be proportionally shared among participating municipal water customers and billed separately to each.

Statistical data necessary to create the CCR report for the prior year must be provided by Talent to MWC no later than April 1st of each year. If bulk mailing is the primary distribution method utilized, Talent shall also provide MWC with postal routes covering their respective service areas by April 1st of the delivery year. MWC reserves the right to utilize other approved delivery methods (e.g.; electronic), which may impact responsibilities for Talent.

In the event that Talent receives water into its system that is supplied by an entity other than MWC, the composite MWC report for that year will not include data for Talent. Talent shall be responsible for preparation of its own annual CCR, and MWC will provide MWC data by April 1st of the delivery year.

MWC maintains water quality test points throughout the MWC system and one specifically at the master meter location(s) of Talent. These test points are used to collect water samples for meeting required state water quality parameters on a weekly, monthly, and annual basis. All information collected is of public record and is accessible through state or MWC databases. Responsibility for water quality is transferred to Talent at the point of the master meter location(s), except where water quality problems are attributable to MWC.

## ARTICLE 13. MUTUAL INDEMNITY

To the extent allowed by law, Talent and MWC shall each defend, indemnify and hold the other, and their officers, employees, and agents harmless from any and all claims, suits, actions, or losses arising solely out of the acts and omissions of the Party's own officers, employees, or agents while acting under this agreement.

## ARTICLE 14. PARTIAL INVALIDITY

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

#### ARTICLE 15. INTEGRATION

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

#### ARTICLE 16. DEFAULT

For purposes of this Agreement "default" means failure to comply with any of the terms of this Agreement. If either party determines that a default has occurred, it shall provide the other party written notice of the default, which such party shall have thirty days in which (a) to cure the default, (b) show that the default is of such a nature that it cannot be reasonably cured within thirty days, or (c) show that no default occurred.

MWC and Talent will work in good faith to amicably resolve the default. If after thirty days of the notice of default, MWC determines, in its sole discretion, that Talent is unable or unwilling to cure the default within a reasonable time, MWC may impose escalating penalties as follows: (a) ten percent surcharge for a period of thirty days; (b) twenty percent surcharge for the next thirty days; and (c) termination of this Agreement. Such penalties are in addition to any other remedies at law or equity that may be available to MWC. Failure to issue notice of default or to enforce its remedies under this Article 16 shall not preclude MWC from taking such action for future defaults.

If after thirty days, Talent determines, in its sole discretion, that MWC is unable or unwilling to cure the default within a reasonable time, Talent may terminate this Agreement and pursue any other remedies at law or in equity that may be available to Talent.

#### ARTICLE 17. FORCE MAJEURE

Neither party hereto shall be liable for delays in performance under this Agreement by reason of fires, floods, earthquakes, acts of God, wars, strikes, embargoes, necessary plant repairs or replacement of equipment, of any other cause whatsoever beyond the control of such party, whether similar or dissimilar to the causes herein enumerated. This clause does not include causes related to water supply and demand planning or failure to engage in such planning.

#### ARTICLE 18. DISPUTE RESOLUTION

If a dispute arises out of or relates to this contract, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by non-binding mediation before

resorting to litigation or other process. The parties agree to share equally the costs of mediation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper officers on the dates noted below.

THE CITY OF MEDFORD  
BY AND THROUGH ITS  
BOARD OF WATER COMMISSIONERS

THE CITY OF TALENT

\_\_\_\_\_  
Leigh Johnson, Chair

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Karen Spoonts, City Recorder

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## CITY COUNCIL ORDINANCE PROPOSAL TO PROTECT MILKWEED

**Proposal: that the City of Talent implement an ordinance to protect the milkweed plants on city property and to encourage citizens to protect the plant on their properties**

Basis:

- The monarch butterfly is in danger of extinction because of loss of habitat.
- Mayors across the United States are taking pledges to help save the declining creature.
- Our Mayor has taken the pledge.
- Milkweed is the only source of food for the Monarch Butterfly in the caterpillar stage.
- We have three native milkweeds in the Rogue Valley: Narrowleaf (*Asclepias fascicularis*), Showy (*Asclepias speciosa*), and Heartleaf (*Asclepias cordifolia*)

Background: Individual citizens have been trying to protect the milkweed which grows around our city by labeling it, saving seeds, and planting it in their yards. The plant is found on city property especially on Main Street and Front Street and even near City Hall. Not weeding or spraying the milkweed that grows in the city without human intervention is the place to start. The City of Talent can join with other cities and the U.S. Department of Transportation in promoting pollinator-friendly practices including reducing pesticides, decreasing use of mowing, and increasing use of native plantings. Monarch protection initiatives have been implemented in cities across the United States with guidance from the Federal Department of Transportation as well as the U.S. Fish and Wildlife Service Monarch Conservation in America's Cities Guide. Resources for city implementation of these practices may be found at:

[https://www.environment.fhwa.dot.gov/ecosystems/Pollinators\\_Roadsides/BMPs\\_pollinators\\_roadside.es.asp](https://www.environment.fhwa.dot.gov/ecosystems/Pollinators_Roadsides/BMPs_pollinators_roadside.es.asp)

[https://www.fws.gov/southwest/es/Documents/R2ES/Monarch\\_Conservation\\_in\\_Americas\\_Cities\\_Guide\\_121715.pdf](https://www.fws.gov/southwest/es/Documents/R2ES/Monarch_Conservation_in_Americas_Cities_Guide_121715.pdf)

*The Together for Talent Committee of the City of Talent*

*Bee City USA Talent*

*The Talent Garden Club*

*and The Pollinator Project of Rogue Valley*

*make a recommendation to the Talent City Council to design an ordinance that protects milkweed in the City of Talent.*

Creel Road to "Welcome to Talent" Bear Creek Greenway Connector

Description: This project will construct a separated parallel, paved, multi-use path on the east side of Highway 99 from the intersection with Creel Road to an existing unimproved access at the "Welcome to Talent" sign approximately 1/3 of a mile to the south.

This proposed path is a critical connection between the Bear Creek Greenway and Talent, providing a family-friendly access point for a good portion of the community. Currently, accessing the Greenway from this area requires traveling 1 ½ miles north on Highway 99 or Talent Avenue and east on West Valley View Road.

Length: ~1,800'

Property ownership: Within ODOT ROW and on an ODOT owned parcel

Estimated cost: \$500,000

September 7, 2016

City of Talent

City Council

Mayor Darby Stricker

Council Members Anthony Abshire, Christina Collins, Teresa Cooke, EJ McManus, Ryan Pederson and Daniel Wise:

Dear Council:

We cordially invite you to be part of our third annual Pirate Country Parade celebrating Phoenix High School Homecoming. We would love to have you attend representing Talent. Both of our cities share in the pride we have for all the students, teachers & administration in our joint school district. The Pirate Country Parade is an opportunity to show our pirate spirit and support our high school students.

Last year we expanded the Parade with additional community & business members. We would also like to include Talent community & business members in this year's Parade. We have attached copies of the Parade Flyer, Community Parade letter & Parade Entry Form.

Please let us know if any Talent Council members can attend & if they would like to have us arrange a vehicle for them to ride in.

Thanks,

Carolyn Bartell

Phoenix Council Member

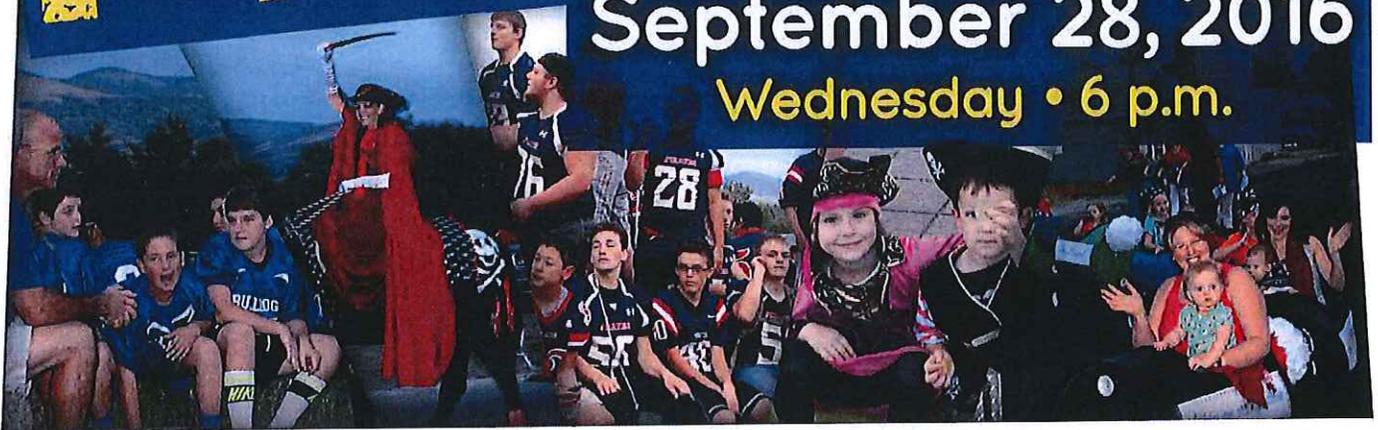
THE CITY OF PHOENIX presents...  
 In honor of the PHOENIX HIGH SCHOOL HOMECOMING

CELEBRATE OUR COMMUNITY • CELEBRATE OUR KIDS!

# PIRATE COUNTRY PARADE

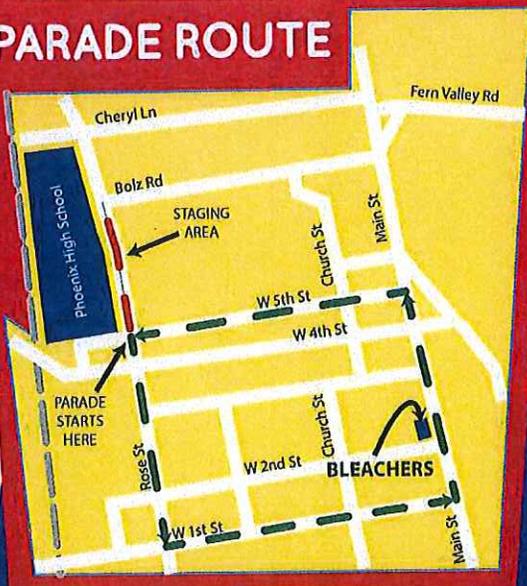
September 28, 2016

Wednesday • 6 p.m.



**BE IN THE PARADE. WATCH THE PARADE. ENJOY THE FUN!**  
**BLEACHERS** in the ANNOUNCING AND JUDGING AREA, on MAIN ST. at SECOND ST.

## PARADE ROUTE



**BEAR KOUNTRY KETTLE CORN**

- **KETTLE CORN**, cotton candy and drinks for sale in the bleacher area.
- **STICK AROUND** after the parade — join us at the high school after the parade for their **BBQ and Powder Puff Game**
- **COME OUT** and ENJOY **PHOENIX HIGH SCHOOL HOMECOMING GAME**, Friday, Sept. 30, 7 p.m.



**BE PART OF YOUR  
 COMMUNITY  
 PARADE.  
 CONTACT US!**



— BREEZE CHAPMAN: 541-944-4488 • breeze.chapman@phoenix.k12.or.us  
 — CAROLYN BARTELL: 541-261-1544 • carolyn.bartell@phoenixoregon.gov

CELEBRATE OUR COMMUNITY • CELEBRATE OUR KIDS!

# PIRATE COUNTRY PARADE

Presented by THE CITY OF PHOENIX  
in honor of the PHOENIX HIGH SCHOOL HOMECOMING

SEPTEMBER 28, 2016 • 6 P.M.

## YOU ARE INVITED

### Be Part of Your Pirate Country Community Parade

#### ATTENTION ALL BUSINESSES AND COMMUNITY GROUPS

The City of Phoenix will be celebrating our PHOENIX HIGH SCHOOL HOMECOMING with our Third Annual PIRATE COUNTRY PARADE. The parade date is Wednesday, September 28, 2016, at 6 pm. The Parade will start and finish at Phoenix High School, traveling down Rose Street and returning up Main Street. We will have a larger Bleacher area this year on Main St at Second St. Parade Announcers and Judges will be by the Bleachers. Also Bear Kountry Kettle Corn will be at the Bleacher area selling popcorn, cotton candy and drinks.

**There will be activities after the Parade at Phoenix High School including a BBQ and Powder Puff Game.**

Last year's Parade had over 60 entrants. The excitement and happy energy of all those in the Parade and those watching the Parade was contagious. FUN was had by ALL. We look forward to having your business / community group as a participant in this year's Parade. We are Pirate Country and are excited to show our Pirate spirit and support our kids.

#### THIS IS YOUR CHANCE TO BE PART OF YOUR LOCAL PARADE

### COME & JOIN THE FUN

**Don't Miss being part the Fun – Come out & Support our Kids!**

Business/Community Groups: Carolyn Bartell 541-261-1544

[carolyn.bartell@phoenixoregon.gov](mailto:carolyn.bartell@phoenixoregon.gov)

School Groups & Students: Breeze Chapman 541-944-4488

[breeze.chapman@phoenix.k12.or.us](mailto:breeze.chapman@phoenix.k12.or.us)



CELEBRATE OUR COMMUNITY • CELEBRATE OUR KIDS!

# PIRATE COUNTRY PARADE

Presented by THE CITY OF PHOENIX  
in honor of the PHOENIX HIGH SCHOOL HOMECOMING

SEPTEMBER 28, 2016 • 6 P.M.

## CITY OF PHOENIX PARADE ENTRY FORM

### PIRATE COUNTRY PARADE celebrating PHOENIX HIGH SCHOOL HOMECOMING Wednesday, September 28, 2016 at 6 pm

The Parade will start at **Phoenix High School** South Parking Lot, 745 N Rose St and will travel down Rose St to First St to Main St to Fifth St back to the High School. Specific staging details will be sent to all Parade entrants a week before the Parade. The City of Phoenix and volunteers are not responsible for any problems, including stolen or damaged items.

**To Participate in the Parade, please provide the following information:**

Name of Organization & Brief Description: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Email of Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone No \_\_\_\_\_ Alternate Phone No \_\_\_\_\_

Approximate Number in Group: \_\_\_\_\_

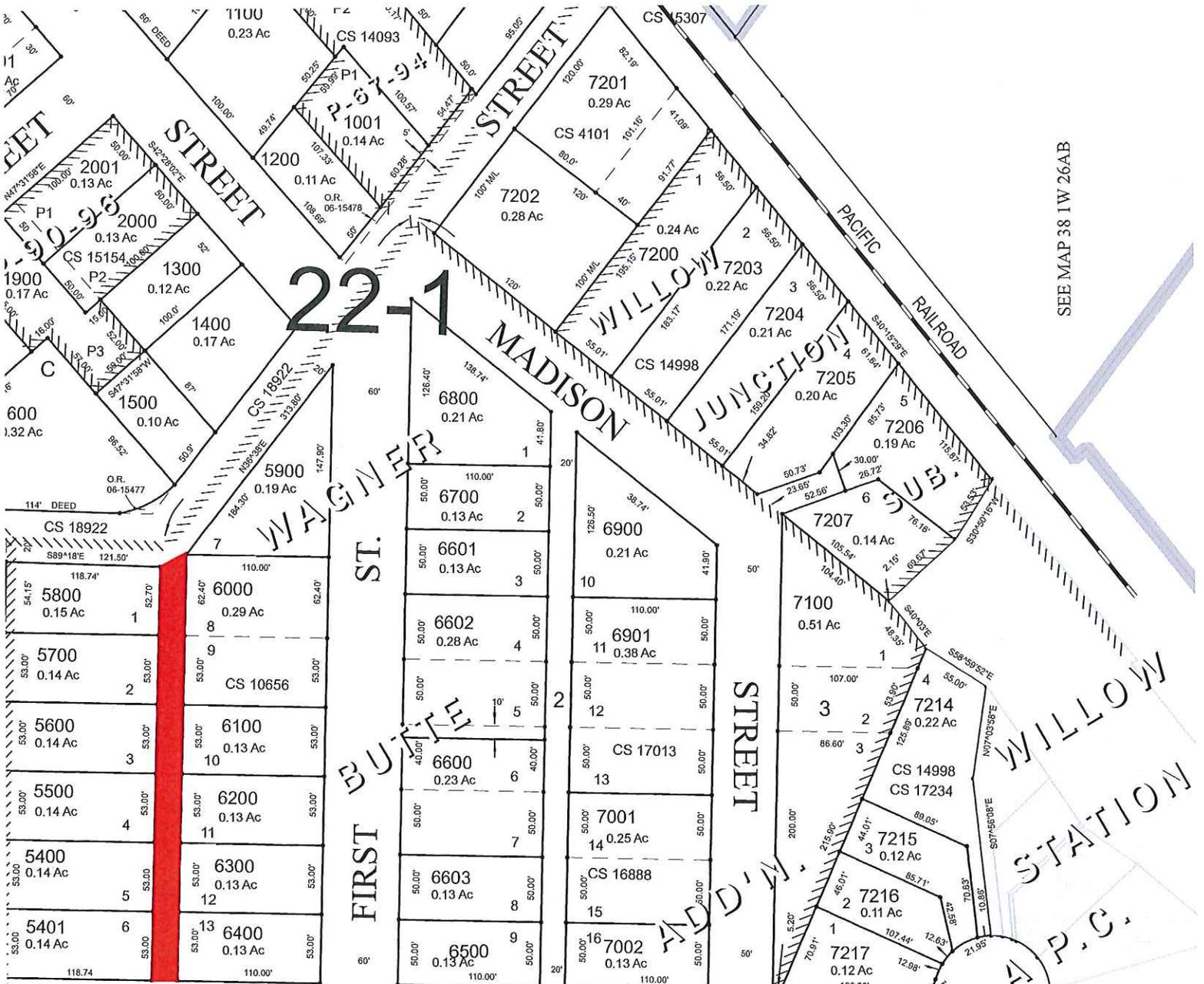
Type of Parade Entry (Truck/Trailer, Car, Walking Group, Vintage Car, Horses/Animals)

Please provide a brief statement you would like shared by the Parade announcer \_\_\_\_\_

Please send completed entry form to City of Phoenix, 112 W Second St/ PO Box 330, Phoenix, OR, 97535 or by email to [carolyn.bartell@phoenixoregon.gov](mailto:carolyn.bartell@phoenixoregon.gov) by September 21. Late entries are still welcome to join the parade; they will be lined up at the end of the other entrants. Your entry will be confirmed by telephone when received. Further parade details will be available a week before the parade. Any Questions? Please contact Carolyn Bartell 541-261-1544 / [carolyn.bartell@phoenixoregon.gov](mailto:carolyn.bartell@phoenixoregon.gov)

This year is an Election year & we will be abiding by the election year parade rules established two years ago with the school district. There is no campaigning, including distributing campaign literature, on the school grounds or from the parade entrants to those watching the parade. Campaigning entrants may carry campaign signs or have campaign signs on their vehicles and will be located together at the end of the Parade.

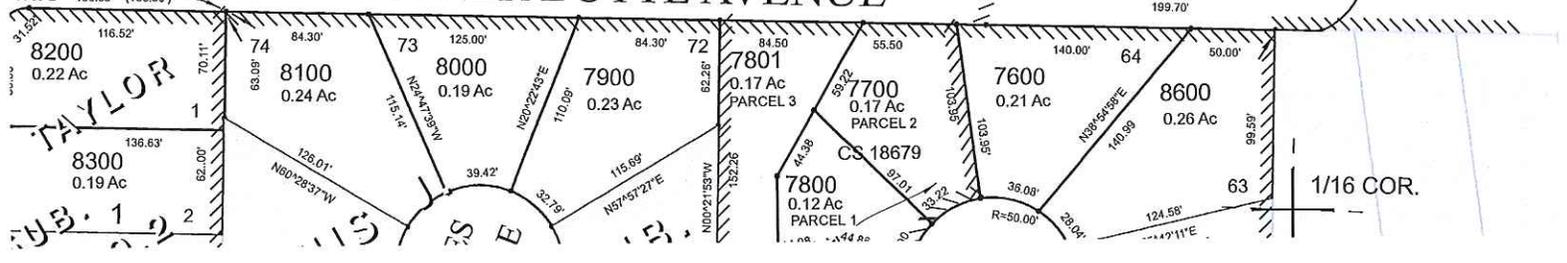




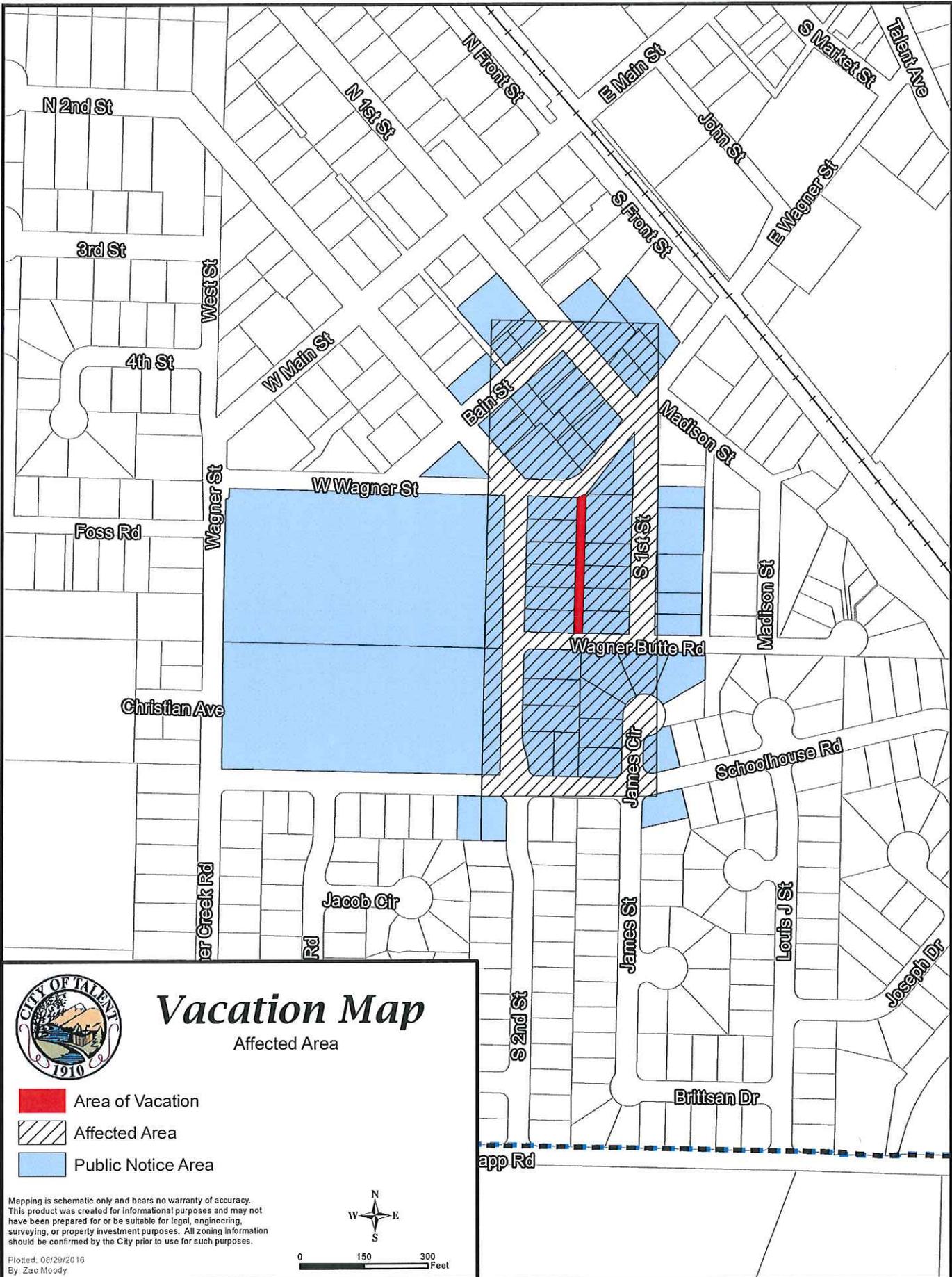
SEE MAP 38 1W 26AB

Area of Vacation

WAGNER BUTTE AVENUE



1/16 COR.



# Vacation Map

Affected Area

- Area of Vacation
- Affected Area
- Public Notice Area

Mapping is schematic only and bears no warranty of accuracy. This product was created for informational purposes and may not have been prepared for or be suitable for legal, engineering, surveying, or property investment purposes. All zoning information should be confirmed by the City prior to use for such purposes.



Plotted: 08/29/2016  
By: Zac Moody



