



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

## AGENDA

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. Approval or Correction of the Minutes of the Last Regular Meeting of March 20, 2024**

**5. Resolution No. 1927, A RESOLUTION Authorizing the Chair of the City of Medford, By and Through its Board of Water Commissioners to Execute a Quitclaim Deed Releasing All Right and Title to, and Interest in, the Easement Originally Recorded as Document No. 1999-03158 on January 21, 1999**

**6. By Motion, Authorizing the General Manager to sign a Memorandum of Understanding with Oregon Department of Forestry and Accept Grant Funds for Fire Risk Reduction**

**7. 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
4/17/24	Wed	Board Meeting	SDCs/CLA/Fees/ Rules and Regulations	12:15 p.m.	Prescott Room, Police Dept
5/1/24	Wed	Board Meeting	Budget Part I	12:15 p.m.	Prescott Room, Police Dept
5/15/24	Wed	Board Meeting	Budget Part II	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\\_Doa249KtRcGUT3G9LELOjw](https://us02web.zoom.us/webinar/register/WN_Doa249KtRcGUT3G9LELOjw)

Meeting passcode: 645145



To join by phone, call:

(669) 900-6833

Meeting ID Number: 859 2058 1151 Meeting passcode: 645145



## **Memorandum**

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

**FROM:** Brian Runyen, PE, Engineering Manager

**DATE:** April 3, 2024

**SUBJECT:** Item 5.0 – Resolution 1927, Authorizing Execution of a Quitclaim Deed to Plycem USA LLC, the Owner of 1200 Avenue G White City (361W18219)

**OBJECTIVE:** Board Approval

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### **Issue**

Board approval is required to execute a Quitclaim Deed of an existing water easement (recorded in Document No. 1999-03158) upon the Plycem USA LLC property at 1200 Avenue G in White City. The easement is no longer needed by Medford Water because the water facilities within it, which were installed in 1999 by the property owner and dedicated to Medford Water, have now been transferred back to Plycem USA LLC.

### **Discussion**

Plycem USA LLC (Owner) owns the property and business at 1200 Avenue G in White City, upon which Medford Water (MW) owned and maintained a 12" public water main loop serving multiple fire hydrants and the 3" domestic water service for the property. In January 2023, the Owner submitted an application to MW to add a casing on a portion of the water main in order to install another rail crossing on the property. During review, MW staff noticed that multiple encroachments had been constructed over the existing water main loop without MW's approval. It was also evident that this water main loop only serves the Owner's property as no other neighboring properties take service from this main.

As an alternative to requiring removal or other remedies for the existing encroachments during construction of the casing, MW staff discussed with the Owner the idea of privatizing the existing water main loop as a fire service by installation of backflow devices at the right-of-way line where the water main loop connects to the adjacent right-of-way and transferring of ownership of the on-site water main (the remaining portion of the water main loop on the private side of the backflow prevention devices) to the Owner.

Privatization of the majority of the existing water main loop benefited both parties by allowing the Owner to maintain the existing encroachments, construct the casing, and make future modifications to the on-site water loop without needing MW's approval while relieving MW of all future maintenance responsibilities for this line.

Jackson County Fire District 5 staff was consulted, provided input, and had no objection to the on-site water main loop and hydrants becoming private.

To protect the remainder of MW's system, required backflow devices were installed on the water main near the right-of-way line. The on-site now-private system has effectively become a standby fire service at each of the fire service connections.

New easements were provided which cover the existing domestic meter as well as the new backflow device vaults per standard MW protocol. The new easement was recorded in Document No. 2023-013299 and provides all the same rights to MW as the original easement, only for the water infrastructure that remained MW's.

MW has been requested by the Owner to execute a Quitclaim Deed relinquishing any rights MW may have to the portion of the existing Easement on their property (the portion of the easement covering the now private water infrastructure). The existing Easement to be quitclaimed is redundant and no longer needed by MW. The attached Quitclaim Deed defines the easement area to be extinguished.

### **Financial Impact**

Medford Water will no longer incur costs for maintenance or for future replacement of the water infrastructure that has now been transferred to Plycem USA. Each of the two fire service connections to the now-private system are now billed the monthly fee under the Fire Standby Service rates (MW Regulations Governing Water Service - Schedule 3).

### **Requested Board Action**

Staff recommends approval of this Resolution, executing a Quitclaim Deed to Plycem USA LLC (the Owner of tax lot 361W18219) for that certain Easement lying within said property recorded 1/21/1999, and referenced as Document No. 1999-03158, Jackson County Deed Records.

**RESOLUTION NO. 1927**

A RESOLUTION Authorizing the Chair of the City of Medford, By and Through its Board of Water Commissioners to Execute a Quitclaim Deed Releasing All Right and Title to, and Interest in, the Easement Originally Recorded as Document No. 1999-03158 on January 21, 1999

WHEREAS, the existing 12” water main on tax lot 361W18219, currently owned by Plycem USA, LLC (“Owner”), supplies sixteen (16) fire hydrants and the fire and domestic systems for the buildings on said tax lot; no other properties are benefitted by the existing on-site public water main; and

WHEREAS, the Owner and Medford Water staff have transferred these existing public water main piping and hydrants to the property owner as private water mains for the benefit of both parties; and

WHEREAS, the previously public main is situated within a ten-foot (10') Easement recorded on January 21, 1999, as Document No. 1999-03158; and

WHEREAS, the Owner has executed a separate easement, which provides all of the same Rights as the original easement, to accommodate the existing domestic meter and two newly installed backflow devices (fire service connections) at the connection point of the on-site main; such easements have been recorded in Document No. 2023-013299 and adequately cover the water facilities that remained public; and

WHEREAS, the existing easement must be quitclaimed to remove the encumbrance over the portion of the water facilities that are now private; and

WHEREAS, no part of the existing Easement on said property is required by Medford Water.

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

The Chair is hereby authorized to sign the Quitclaim Deed in favor of the Owner, on behalf of the City of Medford, by and through its Board of Water Commissioners as set forth in the Quitclaim Deed, a copy of which is attached as Exhibit A and by reference, made a part hereof.

**PASSED** at a regular meeting of the Board of Water Commissioners and signed by me in authentication thereof this 3rd day of April 2024.

**ATTEST:** \_\_\_\_\_  
Amber Furu, Asst. Clerk of the Commission                          Bob Strosser, Chair

QUITCLAIM DEED

The CITY OF MEDFORD, by and through its Board of Water Commissioners ("GRANTOR"), does hereby remise, release and forever quitclaim to Plycem USA, LLC, ("GRANTEE"), all of its rights, title and interest in and to the hereinafter described real property in the County of Jackson, City of Medford, State of Oregon.

The easement area to be released is the Water Easement granted by Certainteed Corporation to the Medford Water Commission, recorded on January 21, 1999 as Document No. 1999-03158 of the Official Records of the County Clerk's Office of Jackson County, Oregon.

The Released Easement Area as described and shown in Exhibit "A" has been replaced by an equivalent easement to Medford Water Commission, recorded in Document No. 2023-013299 of the Official Records of the County Clerk's Office of Jackson County, Oregon. This quitclaim has no effect on this newly-recorded easement (Document No. 2023-013299).

Medford Water Commission hereby agrees that the Water Easement is hereby terminated, released and discharged in full.

Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 197.352. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses, to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930 and to inquire about the rights of neighboring property owners, if any, under ORS 197.352.

The consideration for this conveyance: good and valuable (\$0.00).

IN WITNESS WHEREOF, said Grantor has executed this Quitclaim Deed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By (Printed Name): \_\_\_\_\_

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OREGON ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, and that said instrument is the free act and deed of such \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_



## Memorandum

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

**FROM:** Julie Smitherman, Water Resources and Customer Service Manager

**DATE:** Wednesday, April 3, 2023

**SUBJECT:** Item 6.0 – Authorizing the General Manager to sign a Memorandum of Understanding with Oregon Department of Forestry (ODF) and accept grant funds for fire risk reduction.

**OBJECTIVE:** Board Approval by Motion

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### Issue

In November 2023, the Oregon Department of Forestry (ODF) was awarded grant funding through Senate Bill 762's Land Resiliency Program (LRP), to reduce fire risk and enhance land management practices in Southern Oregon. Medford Water's Big Butte Springs Watershed was selected to be the beneficiary of up to \$525,000 in grant funds from ODF to implement fire risk reduction strategies on 400 acres of Medford Water owned lands. Per Medford Water's purchasing requirements, accepting this grant funding exceeds the general managers authority of \$150,000.

### Discussion

Forest treatments are expected to begin this spring and will be completed by June of 2025 when the grant term expires. A majority of the work is expected to be conducted in spring of 2024 with the remainder of the work finishing up in spring of 2025.

Medford Water will be responsible for securing contractors to perform fuel reduction treatments in the Big Butte Springs Watershed. MW is already in contract with forest management companies, JD and Sunset, to assist in the work covered under these grant funds. We will also be utilizing Lomakatsi services to develop the work plan and to monitor and inspect treatments.

Medford Water and ODF have drafted a Memorandum of Understanding (MOU) to be signed by both parties to establish terms related to expectations, timeline, and reimbursement. Legal counsel was consulted, and they have reviewed and approved the language in the MOU.

### Financial Impact

Medford Water will use these funds to accelerate the fuel reduction work that is not currently budgeted. Medford Water will be reimbursed for these expenditures six to eight weeks after a request for reimbursement has been submitted to ODF.

### Requested Board Action

Staff recommends approval by motion authorizing the General Manager to accept funds over \$150,000 from ODF for implementing fire risk reduction strategies to reduce fire risk in the Big Butte Springs watershed.

**MEMORANDUM OF UNDERSTANDING**  
between  
**Medford Water Commission**  
and  
**OREGON DEPARTMENT OF FORESTRY**

**EFFECTIVE DATE**

This Memorandum of Understanding (MOU) shall take effect on March 1, 2024, and shall be continued until June 20<sup>th</sup>, 2025 unless terminated by one or both parties according to section 6 of this MOU. The terms of this MOU may be renegotiated at any time by mutual consent of the parties.

**PURPOSE**

The purpose of this MOU is to define the respective roles and working relationships of the Medford Water Commission (Medford Water) and the Oregon Dept. of Forestry (“ODF”) as they work collaboratively to Implement wildfire risk reduction work under Senate Bill 762’s Land Resiliency Program (LRP).

This MOU will facilitate efficiencies in wildfire risk reduction by maximizing limited resources and staff. Nothing in this MOU shall be interpreted to limit the ability of either party to pursue independent priorities that are not joint priorities.

The area covered by this MOU is all within the municipal watershed of the Big Butte Springs on property owned by Medford Water in Jackson County, Oregon.

**BACKGROUND**

Medford Water and ODF each have unique missions. However, the two parties share a common vision for wildfire risk reduction in Jackson County, and thus share many stewardship and restoration priorities.

To enact the objectives of Senate Bill 762’s Land Resiliency Program (LRP), which is managed through ODF, and focuses on reducing fire risk and enhancing land management practices, Medford Water is authorized to receive or be the beneficiary of up to \$525,000 in grant funds to implement fire risk reduction strategies, such as mechanical thinning and underburns, across approximately 400 acres of Medford Water-owned land.

The funding amount is up to \$525,000 for Medford Water and the expenditure timeframe is spring of 2024 and ends on June 15<sup>th</sup> of 2025. Medford Water will use these funds to accelerate the fuel reduction work by mechanical thinning and burning.

Additionally, the grant will enhance wildfire fuels reduction efforts for rural residences in the Big Butte Springs Watershed. Through this strategic partnership and the secured funding, Medford Water and ODF aim to exceed current land management practices, ensuring the resilience and safety of the local ecosystem, the community, and its drinking water supply.



## **AGREEMENT**

Medford Water and ODF mutually agree as follows:

1. Medford Water will:
  - Use mechanical thinning and burning for fuels reduction on approximately 400 acres of land owned by Medford Water to reduce wildfire risk.
2. ODF will:
  - Reimburse Medford Water for fuels reduction expenditures from March 1, 2024 through June 15th, 2025, not to exceed \$525,000. Funds may only be used for fuels reduction work on Medford Water owned land.
  - ODF Shall reimburse Medford Water Commission within 8 weeks of receiving invoices for expenditures accrued (Not to exceed \$525,000.00) under this Landscape Resiliency Project "River" until June 15<sup>th</sup> 2025.
3. Consideration
  - a. In consideration of ODF's activities under this agreement, the ODF will reimburse Medford Water for expenditures incurred in performance of the tasks described in Section 2 above.
  - b. Medford Water will submit invoices to the ODF. ODF agrees to reimburse Medford Water for all expenses incurred that are directly related to implementation, including vehicle mileage and equipment used for the execution of the work. ODF will not cover indirect or administrative costs. Medford Water will provide accomplishment reports and cost estimates to ODF, upon request.
  - c. Starting on the effective date of this contract, ODF will coordinate with Medford Water on a work schedule to complete various activities as needed. The ODF agrees to compensate Medford Water for work and materials associated with the activities outlined in number 1, above, up to an amount not to exceed \$525,000.
4. No employment relationship. Nothing in this MOU shall be interpreted to create or establish an employer-employee relationship between ODF and any staff provided by Medford Water. Medford Water shall be the "employer" of any and all Medford Water staff provided to further the objectives of this MOU.
5. Indemnity. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU.
6. Termination. Either party may terminate its involvement by giving sixty (60) days written notice to the other party. Upon termination, each party's obligations, financial and otherwise, are ended. Payments will be made only for expenditures incurred prior to the agreed -upon termination date.

The parties will review this MOU annually to ensure that it continues to meet the needs of both parties.

**SIGNED:**

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Medford Water Commission  
NAME, TITLE

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Date

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Oregon Dept. of Forestry  
NAME, TITLE

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Date