



# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Agenda Thursday, February 11, 2021

Next Res(1655) Ord (2072)

- I. **REGULAR MEETING CALLED TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **SPECIAL PRESENTATIONS**
- V. **PUBLIC COMMENTS**

*Public comment is for non-agenda items. If you are here to make comments on a specific agenda item, you must speak at that time. Please limit your remarks to 3 minutes per individual, 5 minutes per group, with a maximum of 20 minutes per meeting being allotted for public comments. The council may ask questions but may take no action during the public comment section of the meeting, except to direct staff to prepare a report or place an item on a future agenda. Complaints against specific City employees should be resolved through the City's Personnel Complaint procedure. The right to address the Council does not exempt the speaker from any potential liability for defamation.*

- VI. **CONSENT AGENDA**
  - A. **Approval of January 28, 2021 City Council Minutes**
- VII. **ITEMS REMOVED FROM CONSENT AGENDA**
- VIII. **PUBLIC HEARING**

*Public comments will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.*

- IX. **ORDINANCES, AND RESOLUTIONS**

- A. Ordinance No. \_\_\_\_\_, An Ordinance Amending in Part Central Point Municipal Code Chapter 8.08.010 Weed Abatement (Dreyer)
- B. Resolution No. \_\_\_\_\_, A Resolution of the City of Central Point Setting a Water Rate Adjustment Effective March 21, 2021 (Samitore)
- C. Resolution No. \_\_\_\_\_, A Resolution Approving a 2019-21 Supplemental Budget for Receipt and Expenditure of Grant Funds (Weber)

- X. **BUSINESS**

- A. Planning Commission Report (Humphrey)
- B. Discussion - Jackson County Road Transfer (Samitore)
- C. Greenway Property Exchange Discussion (Dreyer)

**Mayor**  
Hank Williams

**Ward I**  
Neil Olsen

**Ward II**  
Kelley Johnson

**Ward III**  
Melody Thueson

**Ward IV**  
Tanea Browning

**At Large**  
Rob Hernandez

**At Large**  
Michael Parsons

**XI. MAYOR'S REPORT**

**XII. CITY MANAGER'S REPORT**

**XIII. COUNCIL REPORTS**

**XIV. DEPARTMENT REPORTS**

**XV. EXECUTIVE SESSION**

The City Council will adjourn to executive session under the provisions of ORS 192.660. Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**XVI. ADJOURNMENT**

Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 72 hours prior to the City Council meeting. To make your request, please contact the City Recorder at 541-423-1026 (voice), or by e-mail to [Deanna.casey@centralpointoregon.gov](mailto:Deanna.casey@centralpointoregon.gov).

Si necesita traductor en español o servicios de discapacidades (ADA) para asistir a una junta publica de la ciudad por favor llame con 72 horas de anticipación al 541-664-3321 ext. 201

# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Minutes Thursday, January 28, 2021

### I. REGULAR MEETING CALLED TO ORDER

The meeting was called to order at 7:00 PM by Mayor Hank Williams

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

Attendee Name	Title	Status	Arrived
Hank Williams	Mayor	Remote	
Neil Olsen	Ward I	Remote	
Kelley Johnson	Ward II	Remote	
Melody Thueson	Ward III	Remote	
Taneea Browning	Ward IV	Remote	
Rob Hernandez	At Large	Remote	
Michael Parsons	At Large	Remote	

Staff members present: City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Police Captain Dave Croft; Parks and Public Works Director Matt Samitore; IT Director Jason Richmond; Community Development Director Tom Humphrey (Arrived at 7:45 pm); and City Recorder Deanna Casey.

Special Guests: Fire Chief Bob Horton and County Commissioner Dave Dotterer.

### IV. PUBLIC COMMENTS

County Commissioner Dave Dotterer introduced himself to the Council and explained that he is the liaison for Central Point.

### V. CONSENT AGENDA

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Rob Hernandez, At Large
<b>SECONDER:</b>	Taneea Browning, Ward IV
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

- A. Approval of January 14, 2021 City Council Minutes
- B. 2021 Arbor Day Week Proclamation
- C. OLCC Change of Ownership - Colvin Oil, LLC

### VI. ORDINANCES, AND RESOLUTIONS

- A. Ordinance No. \_\_\_\_\_, An Ordinance Amending in Part Central Point Municipal Code Chapter 8.08.010 Weed Abatement

Minutes Acceptance: Minutes of Jan 28, 2021 7:00 PM (CONSENT AGENDA)

City Attorney Sydnee Dreyer explained that in 2019 the City amended its weed abatement ordinance in an effort to provide additional tools to reduce fire hazards. The code designated a fire season in order for the city to inform city residents of fire season; and when fire restrictions go into place. The code also provided for discretionary provisions for firebreaks on larger parcels.

Staff has determined that it is in the public interest to designate the start of fire season for May 1 rather than June 1 given that fire seasons are becoming longer and hotter, and to ensure that fire hazards are removed by the time fire risk becomes significant. This will allow staff to notify property owners of the need to reduce weeds and other vegetation. After the recent fires along the green way and concerns about the fire hazards still present. Staff recommends mandating firebreaks on properties larger than 1-acre in size rather than leave it at discretionary.

There was discussion that the ordinance could state that fire season ends with the Forest Service designation. Fire Chief Horton stated that the District Forester designates fire season start and finish each year. Staff feels that the proposed amendments will cover Central Point's needs for code enforcement.

**Mike Parsons moved to approve the first reading of an Ordinance amending in Part Central Point Municipal Code Chapter 8.08.010 Weed Abatement.**

<b>RESULT:</b>	<b>1ST READING [UNANIMOUS]</b>
	<b>Next: 2/11/2021 7:00 PM</b>
<b>MOVER:</b>	Michael Parsons, At Large
<b>SECONDER:</b>	Kelley Johnson, Ward II
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**VII. BUSINESS**

**A. Fire District No. 3 Update**

Fire Chief Bob Horton updated the Council on Fire District business. Officials knew the morning of the Alameda fire that there could be issues. Every available fire fighter was on duty that day and ready to help. There was a lot of devastation, but it could have been worse. The district is participating in follow up with the community and county to move forward and be more proactive with fire fuel issues. Central Point has done a great job with their portion of the greenway. He is looking forward to working with the city to reduce the fire danger along the greenway.

The districts major focus is on fire fuel reduction and community risk assessment. They are collaborating with organizations to place bins around the county so people can dispose of items when the burn season is short and they are not allowed to burn debris.

The Fire District Community Connect platform launched allowing the community to share information in case of fire. The district can evacuate or help citizens in case of an emergency. The program is accessible through their website. The data can help the district be aware of disabilities or animals that might need assistance during

emergencies.

He explained the Community Care program available to the citizens. They have paramedics who respond to 911 calls for assistance with medical issues that do not require an emergency room call.

The District has been finalizing their strategic plan, and thanked those from the city who have helped with the process. They discussed risk reduction efforts along the greenway.

**B. Jackson County FD3 Hazardous Vegetation and Combustible Material Abatement Draft Ordinance**

City Manager Chris Clayton explained a proposed Vegetation Ordinance to reduce and mitigate the risk caused by devastating wildfire and smoke in our county. One specific effort includes establishing a county wide Hazardous Vegetation and Combustible Materials Ordinance aiming to reduce and manage hazardous fuels. The destruction caused by the fires in 2018 and 2020 are examples of damaging fires fueled by unmanaged vegetation.

Chief Horton explained that the Rogue Valley Fire Chiefs Association created the ordinance for the Rogue Valley with hopes that the County Commissioners will adopt the ordinance and the local cities will incorporate portions of the ordinance into their codes. There was discussion regarding specific areas along the greenway that are fuel for wildfires.

The document has not been presented to the Commissioners yet and they are expecting changes to be recommended. There are efforts at the state levels to address concerns regarding wildfires in Oregon. The Fire Chiefs Association will wait to present the ordinance to the County once the legislators have had a chance to see if they can address the issue state wide.

It would be nice if the county had something in place to help with wildfire fuel issues and a way for the county and cities to address issues that are right outside our city limits. This item was presented to the council for consideration and hopefully support in the future.

<b>RESULT: FOR DISCUSSION ONLY</b>
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**C. Central Point Little League Concept Plan**

Mr. Clayton updated the Council about the potential of the Little League Fields. A private investor approached the city about significant upgrades to the baseball fields and how the city could participate. We have already designated funds to help make improvements but may recommend waiting until these discussions are complete. He explained the different conversations regarding the upgrade options for the fields. The private investor is willing to pay 50% for the project. Staff recommends a 2021 - 2023 capital investment in the Central Point Little League Complex/project.

There was discussion regarding the property being outside the city limits and concerns about the city paying for property improvements that we do not have jurisdiction of. If we kept the city funding portion to 25% we wouldn't need to ask citizens to be funding the fields. We could look for other investors to help for field

naming rights.

The little league board has never been in favor of the city participating or taking over the fields. However there is new leadership and they are very interested in the city helping with the fields. There will be further discussions after we have spoken with the Board and presented options to the Budget Committee.

**RESULT: FOR DISCUSSION ONLY**

#### D. Planning Commission Report

Community Development Director Tom Humphrey presented the Planning Commission report for January 19, 2021:

- The Commission held a public hearing to consider a tentative plan for the development of a 5-lot residential subdivision to be known as Covington Court in the residential single family (R-1-6) zoning district. The project site is located south of Pittview Avenue on Covington Court. The Commission approved the subdivision
- The Commission held a public hearing to consider a major modification to the White Hawk master plan considering a phasing plan and housing plan in phase 1. This project is located on Gebhard Road. The Commission accepted the findings in the staff report, agreed with the conclusions and approved the modification subject to two conditions including those set forth in the original approval. The applicant will work with the Public Works Department to revise engineering design plans to provide for parking on Gebhard Road as part of the road improvements.
- The Commission held a public hearing to consider a tentative plan for the development of phase 1 of the White Hawk Master plan. They accepted the findings in the staff report, agreed with the conclusions and approved the tentative plan subject to two conditions including those set forth in the original approval. Compliance with requests from other agencies are part of the conditions of approval.
- Staff reviewed and answered questions about various development projects and planning applications occurring around the City.

**RESULT: FOR DISCUSSION ONLY**

#### VIII. MAYOR'S REPORT

Mayor Williams reported that he attended the LOC Regional Roundtable for Southern Oregon. There was discussion about the fires in Southern Oregon and needs for the Greenway.

#### IX. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- Staff will be bringing back an IGA to take over some of the tax lots on the Greenway.
- We have seen good numbers in regards to PERS. This is good news for the City and our employees.
- Staff has begun discussions with the General Services Unit for bargaining agreement.

- There will be a tour of the US Cellular baseball fields next week to see how they are set up and run.
- He will be sending out the budget calendar in an email tomorrow. The hotel motel revenues are increasing and starting to recover.
- We have seen an increase in vandalism throughout town. Public Works and our Police Department have been working to find the culprits and clean the vandalism.
- We have received a notification that the airport is considering a nonstop flight to Dallas, TX.

## X. COUNCIL REPORTS

Council Member Kelley Johnson reported that she attended:

- the Study Session.
- the Fire District No. 3 Board meeting.
- the RVCOG Board meeting.
- the Central Point Chamber Board meeting.

Council Member Tanea Browning reported that:

- She attended the study session this week.
- She attended the Medford Water Commission meeting.
- She was able to work with the Eagle Scouts at the Arboretum.
- She attended the League of Oregon Cities round table for Southern Oregon Cities.
- The Virtual Day at the Capital was very interesting today. There were good discussions.

Council Member Melody Thueson reported that she attended the School Board and Union meeting. The kids are coming back to in person learning next week.

Council Member Mike Parsons reported that:

- He attended the Planning Commission meeting.
- He attended the Reed building tour.
- RVSS held a board meeting and discussed a public water quality program. They are already seeing water quality issues because of the 2020 fires.
- He attended the LOC virtual Roundtable discussion.

Council Member Rob Hernandez reported that he attended the study session and Bond Oversight Committee meeting.

Council Member Neil Olsen reported that:

- He took a drive by of the EXPO vaccination clinic.
- He attended the Reed Building Tour.
- He attended the Planning Commission meeting.
- He attended part of the LOC Day at the Capital.

## XI. DEPARTMENT REPORTS

Parks and Public Works Director Matt Samitore reported that:

- The vandalism in town has mostly been at Pfaff Park at the restrooms. Staff will be locking the restrooms at night. They will be open during the days and closed at 5:00 pm. We will be putting a porta-potty next to the restrooms for use in the evening.
- The skateboard park issues have pretty much been solved now that we are closing it at night. The CSO has been working well with the park users.
- The City is moving forward with improvements on the Pine/Hamrick intersection and a new signal at Hamrick/Beebe Road.
- There has been a slight delay regarding the operations center due to illness at S & B James.

Police Chief Kris Allison reported that we are in the legislative season and seeing a lot of police reform bills up for discussions at the State level.

Police Lieutenant Dave Croft reported that:

- They have been working on vandalism incidents at Pfaff Park and off Grant Road. Public Works has done a great job working with the Police Department to clean up on the graffiti right away.
- They are working on surveillance cameras at the skate park and Pfaff Park.
- We have had open recruitment for two officers over the last few weeks

Community Development Director Tom Humphrey reported that there will be a joint Planning Commission meeting next week with Jackson County Planning Commission.

City Attorney Sydnee Dryer was very impressed with Planning Director Stephanie Holtey and the way she has organized the meeting process for the joint planning commission meeting.

## XII. ADJOURNMENT

Tanea Browning moved to adjourn, all said "Aye" and the meeting was adjourned at 8:52 pm.



The foregoing minutes of the January 28, 2021, Council meeting were approved by the City Council at its meeting of \_\_\_\_\_, 2021.

Dated:

\_\_\_\_\_  
Mayor Hank Williams

ATTEST:

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

Minutes Acceptance: Minutes of Jan 28, 2021 7:00 PM (CONSENT AGENDA)



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

**TO:** City Council **DEPARTMENT:** City Attorney

**FROM:** Sydnee Dreyer, City Attorney

**MEETING DATE:** February 11, 2021

**SUBJECT:** Ordinance No. \_\_\_\_\_, An Ordinance Amending in Part Central Point Municipal Code Chapter 8.08.010 Weed Abatement

**ACTION REQUIRED:** Motion  
Ordinance 2nd Reading **RECOMMENDATION:** Approval

#### BACKGROUND INFORMATION:

In February 2019 the City of Central Point amended its weed abatement ordinance in an effort to provide additional tools to reduce fire hazards. In particular, the ordinance designated a fire season to more easily inform city residents when fire restrictions automatically go into place, allowed identification of fire hazards outside the regular fire season, and streamlined the notification process. The code also contained discretionary provisions for fire breaks on larger parcels.

In enforcing the weed abatement ordinance, staff has determined that it would be in the public interest to designate the start of fire season on May 1 rather than June 1 given that fire seasons are becoming longer, and hotter, and to ensure that fire hazards are removed by the time fire risk becomes significant. By starting the season May 1, rather than June 1, it will allow City staff to notify property owners of the need to reduce weeds and other vegetation before the risk becomes significant. Additionally, staff proposes ending fire season two-weeks later, to November 15, given that fire seasons are more consistently extending into the month of November. In addition, staff recommends mandating firebreaks on properties more than 1-acre in size. Under the prior ordinance, this provision was discretionary.

#### FINANCIAL ANALYSIS:

#### LEGAL ANALYSIS:

The proposed amendments provide a legal, streamlined, process that offers additional resources for City Staff when confronting weed abatement related issues.

#### COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

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**STAFF RECOMMENDATION:**

Staff is recommending approval of the proposed amendments.

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**RECOMMENDED MOTION:**

I move to approve Ordinance No. \_\_\_\_\_, An ordinance amending in part Central Point Municipal Code Chapter 8.08.010 Weed Abatement.

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**ATTACHMENTS:**

1. Ord Amending Ch 8.08 Weed Abatement

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE AMENDING IN PART CENTRAL POINT MUNICIPAL CODE**  
**CHAPTER 8.08.010 WEED ABATEMENT**

**RECITALS:**

- A. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B. Upon review, the staff and city attorney for the City of Central Point determined that amendment to description of a nuisance is necessary to address the increased threat from fires. In particular, fire seasons are starting earlier and ending later, and City staff requires additional tools to limit fire danger resulting from overgrown vegetation.
- C. Words ~~lined through~~ are to be deleted and words **in bold** are added.

**THE PEOPLE OF THE CITY OF CENTRAL POINT DO ORDAIN AS FOLLOWS:**

**SECTION 1.** Chapter 8.08.010 is amended in part as set forth below and incorporated herein by reference.

**8.08.010 Nuisance described--Offense punishable.**

A. Except as provided in subsection C of this section, it shall be unlawful and a public nuisance for any owner or occupant of real property in Central Point to allow grass, weeds, brush or bushes or any like vegetation over a height of ten inches to remain upon such real property during the period from ~~June~~ **May 1<sup>st</sup>** to ~~October 31<sup>st</sup>~~ **November 15<sup>th</sup>** in each calendar year, or at any other time prior to ~~June~~ **May 1<sup>st</sup>** or after ~~October 31<sup>st</sup>~~ **November 15<sup>th</sup>**, if the city manager or his designee determines that such growth constitutes a fire hazard. In the event the city manager or his designee determines there exists a fire hazard prior to ~~June~~ **May 1<sup>st</sup>** or after ~~October 31<sup>st</sup>~~ **November 15<sup>th</sup>**, the owner or occupant shall be notified in writing as provided in the notice provisions of Section [8.08.020](#)(B).

1. Properties Less Than One Acre in Size. Weeds and grass on the entire property shall be disked, cut or removed.
2. Properties More Than One Acre in Size. Firebreaks ~~may~~ **shall** be required by the city in addition to clearing the entire parcel. ~~In such event,~~ **Such firebreaks shall consist of a** minimum thirty-foot-wide firebreaks ~~shall be~~ provided around the perimeter of the property and the area shall be divided into maximum two-and-one-half acre parcels with minimum thirty-foot-wide cross-breaks. In addition, the city may require a minimum one-hundred-foot firebreak adjacent to improved

subdivisions/properties. (Road width may be considered part of the one-hundred-foot firebreak.)

3. Unmaintained Agricultural Properties. Minimum thirty-foot-wide firebreaks shall be maintained along the perimeter from the edge of road. In addition, minimum one-hundred-foot-wide firebreaks adjacent to improved subdivisions/properties. (Road width may be considered part of the one-hundred-foot firebreak.)

4. Improved Subdivisions (Streets In But Structures Not Yet Built). Each lot is required by ordinance to be cut.

5. Structures in Hillside Areas. Minimum one-hundred-foot firebreaks (defensible space) shall be provided around the perimeter of the structure.

B. Violation of subsection A of this section constitutes a violation.

C. The provisions of subsection A of this section shall not apply to the following:

1. Ornamental shrubs, bushes or other like vegetation maintained and kept in a landscaped yard or place;

2. Any crop grown and maintained for agricultural purposes;

3. Grass or other like vegetation grown and maintained for pasturage upon property fenced, zoned and otherwise lawfully used for said purpose; or

4. To any "natural area" within a Central Point public park. As used herein, "natural area" shall mean any park or portion thereof preserved in its native state and approved in writing by the Central Point parks department. Prior to approving any natural area, the Central Point parks department shall solicit and comply with any order of the Fire Marshal concerning the elimination or reduction of a fire hazard.

D. Each day during which such condition is unlawfully permitted to exist after notice has been given in the manner prescribed by this chapter is a separate offense punishable in the manner prescribed by Section [1.16.010](#); provided, that the condition shall be deemed a nuisance and, in addition to the foregoing remedy, may be abated by the city in the manner hereinafter prescribed, and the cost of abatement assessed as a lien against the property, and subject to foreclosure in the same manner and to the same effect as in the case of special assessment liens.

**SECTION 2.** Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e.

Recitals A-C) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

**SECTION 3.** Effective Date. The Central Point City Charter states that an ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

**PASSED** by the Council and signed by me in authentication of its passage this \_\_\_\_ day of January, 2021.

\_\_\_\_\_  
Mayor Hank Williams

ATTEST:

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

Attachment: Ord Amending Ch 8.08 Weed Abatement (1371 : Ordinance Amending in Part Chapter 8.08.010 Weed Abatement)



Residential						
Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf	Volume Charge 8 - 22 ccf	Volume Charge Over 22 ccf
5/8"	14.14	1.00	15.14	0.95	1.84	2.95
1"	19.37	2.45	21.82	0.95	1.84	2.95
1.5"	24.61	8.15	32.76	0.95	1.84	2.95
2"	35.07	11.15	46.22	0.95	1.84	2.95
3"	56.00	25.25	81.25	0.95	1.84	2.95
4"	76.93	43.85	120.78	0.95	1.84	2.95
6"	144.95	86.00	230.95	0.95	1.84	2.95
8"	223.44	139.50	362.94	0.95	1.84	2.95

Proposed Rates:

Residential						
Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf	Volume Charge 8 - 22 ccf	Volume Charge Over 22 ccf
5/8"	14.57	1.00	15.57	0.98	1.90	3.04
1"	19.96	2.45	22.41	0.98	1.90	3.04
1.5"	25.34	8.15	33.49	0.98	1.90	3.04
2"	36.12	11.15	47.27	0.98	1.90	3.04
3"	57.68	25.25	82.93	0.98	1.90	3.04
4"	79.24	43.85	123.09	0.98	1.90	3.04
6"	149.30	86.00	235.30	0.98	1.90	3.04
8"	230.14	139.50	369.64	0.98	1.90	3.04

Based upon this methodology the Base Rate will increase by \$0.43 and the consumptive rates by \$0.03 for Tier 1, \$0.06 for Tier 2 and \$0.09 for Tier 3. Attached is the full rate resolution which reflects residential, commercial, multi-family and irrigation rates based upon the hybrid rate increase proposal.

**LEGAL ANALYSIS:** N/A

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

City of Central Point 2040 Strategic Plan – Strategic Priority – Responsible Governance

GOAL 1 - Maintain a strong financial position that balances the need for adequate service levels and capital requirements against the affordability that is desired by our citizens.

STRATEGY 1 – Continually update the city’s long-term financial plan/strategy.

STRATEGY 2 – Work with partner agencies and stakeholders to eliminate redundancy and maximize efficiency in all areas.



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STRATEGY 3 – Solicit support from partner agencies in our effort to maintain a robust financial position.

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**STAFF RECOMMENDATION:** Staff recommends approval of the resolution.

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**RECOMMENDED MOTION:** I move to approve Resolution. \_\_\_ a Resolution of the City of Central Point Setting a Water Rate Adjustment effective March 1, 2021.

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**ATTACHMENTS:**

1. 2021 wate rate resolution
2. 2021waterrates2
3. Partner City COSA result Comparison 2020

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF CENTRAL POINT  
SETTING A WATER RATE ADJUSTMENT EFFECTIVE MARCH 1, 2021

Recitals:

- ~~A.~~ The City has received information from the Medford Water Commission that on March 1, 2020 the rate for bulk water purchase will increase by 3.6%, an estimated additional cost of \$34,000-\$38,000 annually.
- B. The City of Central Point conducted an update based on inflationary cost increases and determined that a 3% increase is needed to handle the increased supply costs.
- C. The combined increases equate to a 3% increase which would be split between the base and tier rates.

The City of Central Point resolves as follows:

Section 1. Effective March 1, 2021, the City of Central Point Water Rates shall be as set forth on the Attachment A.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of February 2019.

\_\_\_\_\_  
Mayor Hank Williams

ATTEST:

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

Attachment: 2021 wate rate resolution [Revision 1] (1382 : 2021 Water Rates)

Attachment A

## 2021/22 Utility Rates

### Cost of Service - Water Rates (Per hundred cubic feet)

Res. No.

(Into effect March 21, 2021)

#### Residential

Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge		
				First 8 ccf	8 - 22 ccf	Over 22 ccf
5/8"	14.57	1.00	15.57	0.98	1.90	3.04
1"	19.96	2.45	22.41	0.98	1.90	3.04
1.5"	25.34	8.15	33.49	0.98	1.90	3.04
2"	36.12	11.15	47.27	0.98	1.90	3.04
3"	57.68	25.25	82.93	0.98	1.90	3.04
4"	79.24	43.85	123.09	0.98	1.90	3.04
6"	149.30	86.00	235.30	0.98	1.90	3.04
8"	230.14	139.50	369.64	0.98	1.90	3.04

#### Senior-Housing

Units	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge
				First 8 ccf
5	21.63	1.25	22.88	1.72
10	43.26	2.50	45.76	1.72
15	64.89	3.75	68.64	1.72
20	86.52	5.00	91.52	1.72
25	108.15	6.25	114.40	1.72
30	129.78	7.50	137.28	1.72

Attachment: 2021waterrates2 (1382 : 2021 Water Rates)

35	151.41	8.75	160.16	1.72
40	173.04	10.00	183.04	1.72

**Multi-Family Residential**

Units	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf
3	23.49	4.50	27.99	1.72
4	31.32	6.00	37.32	1.72
5	39.15	7.50	46.65	1.72
6	46.98	9.00	55.98	1.72
7	54.81	10.50	65.31	1.72
8	62.64	12.00	74.64	1.72
9	70.46	13.50	83.96	1.72
10	78.29	15.00	93.29	1.72

**Commercial & Standby**

Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf
5/8"	12.95	1.00	13.95	1.72
1"	16.18	2.10	18.28	1.72
1.5"	21.57	4.00	25.57	1.72
2"	26.96	7.15	34.11	1.72
3"	43.13	14.10	57.23	1.72
4"	62.53	21.70	84.23	1.72
6"	111.58	44.00	155.58	1.72
8"	174.09	68.00	242.09	1.72

**Irrigation**

Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf	Volume Charge 8 - 22 ccf	Volume Charge Over 22 ccf

Attachment: 2021waterrates2 (1382 : 2021 Water Rates)

5/8"	14.57	1.50	16.07	0.98	1.90	3.04
1"	19.96	4.15	24.11	0.98	1.90	3.04
1.5"	25.34	8.65	33.99	0.98	1.90	3.04
2"	36.12	14.00	50.12	0.98	1.90	3.04
3"	57.68	28.00	85.68	0.98	1.90	3.04
4"	79.24	44.00	123.24	0.98	1.90	3.04
6"	149.30	88.00	237.30	0.98	1.90	3.04
8"	230.14	139.00	369.14	0.98	1.90	3.04
Hydrant	29.51	20.00	49.51	1.72		
Expo	0.00	0.00	0.00	1.72		
Hardship Discount			50%	50%		
Outside City Factor			200%	200%		

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**2017/18 Street Fee**

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\$6.00

**2017/18 Stormwater Fee**

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\$6.50

**2017/18 Stormwater Quality Fee**

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\$1.00

**Notes:**

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**Backflow Fee**

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\$1.00 w/backflow  
\$0.25 w/o backflow

**Damage Recovery**

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Minimum \$150 + cost of materials, extra  
for more then one hour of a PW employee,  
+ 10% admin fee

# Technical Memorandum



**To:** Brad Taylor, Medford Water Commission

**From:** Shawn Koorn, HDR  
Kevin Lorentzen, HDR

**Date:** December 4, 2020

**Subject:** Partner City Cost of Service Comparative Analysis

## 1.0 Purpose

HDR has assisted the Medford Water Commission (Commission) with their rate setting process on an annual basis for several years. A key stakeholder in this process is the Commission Partner Cities who purchase water from the Commission. This memo is intended to provide comparison of the Partner City cost of service results from the 2019/20 study and the current year, 2020/21. The comparison covers several exhibits from the cost of service analysis including Distribution exhibits for the Base-All and Extra Capacity Day. Also included are cost of service summaries and a summary of rate base changes that are not directly taken from the exhibits in the cost of service.

## 2.0 Distribution Factors

The distribution factors that pertain to Partner Cities are specifically Base-All and Extra Capacity (Day). Distribution factors are a means for proportionally and equitably distributing the costs of the utility in a way consistent with the way each of the Commission's customer classes impact the system. How customers are distributed costs are impacted both directly and indirectly. The distribution factors are directly linked to the customer's usage (consumption) of water and indirectly by other customer's usage (consumption) of water. There are several other distribution factors (e.g., customer, revenue) but none have changed materially from the last year when compared to this year. One of the factors not shown, or included in this discussion, is the extra capacity hour factor since partner Cities are not included as a factor in that calculation.

The base-All distribution factor is the proportion of customer's consumption compared to total consumption. As a result of the Partner Cities consumption decrease from 2019/20 and changes in other customer usage the base distribution factor for Partner Cities decreased by 1.15%. Table 1 provides the Base distribution factor comparison between 2019/20 and 2020/21.



Table 1

Customer Class	2019/20		2020/21	
	Base Consumption (MGD)	% of Total - ALL	Base Consumption (MGD)	% of Total - ALL
<b>Inside City</b>				
Single-Family Residential (Inside-City) - Schedule 2R	8.76	31.93%	9.12	32.07%
Nonresidential & Multifamily (Inside-City) - Schedule 2C	7.45	27.15%	6.53	22.97%
Irrigation (Inside-City)			1.40	4.92%
Fire Standby Service (Inside-City) - Schedule 1	0.00	0.00%	0.00	0.00%
<b>Outside City</b>				
Single-Family Residential (Outside-City) - Schedule 4R	1.04	3.79%	1.02	3.60%
Nonresidential & Multifamily (Outside-City) - Schedule 4C	2.66	9.71%	2.81	9.89%
Irrigation (Outside City)			0.07	0.25%
Fire Standby Service (Outside-City) - Schedule 3	0.00	0.00%	0.00	0.00%
<b>Wholesale</b>				
District Customers - Schedule 5	0.79	2.87%	0.83	2.90%
Partner Cities - Schedule 6	6.74	24.55%	6.66	23.40%
Pumping	0.00	0.00%	0.00	0.00%
Total Consumption	27.45	100.00%	28.44	100.00%

The extra capacity (peak day) distribution factor is a measure of each customer class's peak day demand on the water system. The factor compares each customer class's demand, calculated as peak use less base use, to total demand. The extra capacity distribution factor for Partner Cities has decreased as a proportion of total due to reduced base use and peak day demand on the system compared to the other customer classes of service. Table 2 provides the comparison of the extra capacity distribution factor from the 2019/20 study and the 2020/21 study.



Table 2

Customer Class	2019/20		2019/20	
	Extra Capacity (MGD)	% of Total - ALL	Extra Capacity (MGD)	% of Total - ALL
<b>Inside City</b>				
Single-Family Residential (Inside-City) - Schedule 2R	10.17	36.20%	11.03	36.33%
Nonresidential & Multifamily (Inside-City) - Schedule 2C	6.65	23.68%	4.97	16.37%
Irrigation (Inside-City)			2.94	9.69%
Fire Standby Service (Inside-City) - Schedule 1	0.48	1.71%	0.48	1.58%
<b>Outside City</b>				
Single-Family Residential (Outside-City) - Schedule 4R	1.16	4.13%	1.23	4.05%
Nonresidential & Multifamily (Outside-City) - Schedule 4C	2.08	7.41%	1.97	6.50%
Irrigation (Outside City)			0.10	0.33%
Fire Standby Service (Outside-City) - Schedule 3	0.18	0.64%	0.18	0.59%
<b>Wholesale</b>				
District Customers - Schedule 5	0.78	2.77%	0.80	2.63%
Partner Cities - Schedule 6	6.59	23.46%	6.66	21.93%
Pumping	0.00	0.00%	0.00	0.00%
Total Consumption	28.09	100.00%	30.36	100.00%

### 3.0 Rate Base

Rate base is the amount of asset value for which the return on investment is determined. This includes assets that are “used and useful” less contributions. Return on rate base is one of a several components that when added together determine each customer class’ total distributed revenue requirement. Rate base is determined through an allocation process where system plant components are determined to serve base, extra capacity (day and hour) and customer. Table 3 provides a comparison of the 2019/20 rate base compared to the 2020/21 rate base. As the table shows, the net plant in service, which is the value of the plant before being distributed to customer classes, decreased by 1.1%. This is due to annual depreciation expense and timing of when the assets are booked (e.g., used and useful). In addition, the distributed rate base to partner Cities has also decreased. In this case, by 6.8% as a result of the change in rate base, as well as the decrease in the Partner Cities average day and peak day demands as outlined in the prior distribution factor discussion.

Table 3

<b>Calculation of Rate Base</b>			
	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>% Change</b>
<b>Rate Base</b>			
Source of Supply	\$6,714,740	\$6,565,452	-2.2%
Pumping	7,112,943	7,072,912	-0.6%
Treatment Facilities	36,870,043	35,717,135	-3.1%
Transmission Distribution	68,028,144	72,616,931	6.7%
Reservoirs	8,568,490	8,445,999	-1.4%
General Plant	3,770,835	3,527,893	-6.4%
Plant Before General	\$131,065,196	\$133,946,321	2.2%
Less Developer and SDC Funded	(\$55,471,937)	(\$59,109,481)	
Plus Inventory, Work in Progress and 45 Days O&M	2,929,760	2,824,664	
<b>Net Plant in Service</b>	<b>\$78,523,019</b>	<b>\$77,661,504</b>	<b>-1.1%</b>
<b>Allocated Rate Base (Only Base and Extra Capacity all)</b>			
Base All	\$30,032,215	\$29,121,252	-3.0%
Extra Capacity - All	22,207,876	22,420,655	1.0%
Total Allocated Rate Base (Base All & Extra Cap All)	\$52,240,091	\$51,541,906	-1.3%
<b>Distribution to Partner Cities</b>			
Base All	24.60%	23.4%	
Extra Capacity - All	23.50%	21.9%	
<b>Partner City Distributed Rate Base</b>			
Base All	\$7,374,036	\$6,815,335	-7.6%
Extra Capacity - All	5,210,778	4,917,501	-5.6%
Distributed Rate Base	\$12,584,814	\$11,732,836	-6.8%

## 4.0 Cost of Service Analysis

Another component that makes up a customer's total distributed revenue requirement is the distribution of operating and maintenance (O&M) expenses. Table 4 provides a breakdown of Partner Cities distributed O&M expenses by Base-All, Extra-Capacity Peak Day, Actual Customer, and Direct Assignment. In total the amount of expenses distributed to Partner Cities increased by 0.9% which is a result of several factor. Overall O&M expenditures increased system wide from \$11.1 million to \$12.5 million a 12.6% increase, however the proportionate share for the Partner Cities, based on the reduction in the average day and peak day distribution factors, increased by only 0.9% for O&M expenses.

Table 4

	Partner Cities		% Change
	FY 19/20	FY 20/21	
Base Allocation			
Base - All	\$807,782	\$677,672	-16.1%
Extra-Capacity - Peak-Day ALL	119,633	260,242	117.5%
Actual Customer - All	543	646	18.9%
Direct Assignment	137,558	137,073	-0.4%
<b>Net Revenue Requirement</b>	<b>\$1,065,516</b>	<b>\$1,075,633</b>	<b>0.9%</b>

## 5.0 Summary

The previous tables show the result of reduced water annual consumption and peak day contributions by the partner Cities. Simply put the Partner Cities share of the overall costs is less than in previous years. As a result, the cost distributed to the Partner Cities is not increasing at the same level as the system as a whole. In fact, costs have declined compared to previous period with the exception of O&M which has only increased a small amount to the Partner Cities.

Table 5 below provides the side by side comparison of the cost of service summary. Much of what was shown in the previous tables is summarized on this table including O&M expenses and distributed rate base. The Partner Cities rate increase can be explained by comparing the proposed rate revenue to the current rate revenue.



Table 5

	Partner Cities		% Change
	FY 19/20	FY 20/21	
Revenues at Present Rates	\$2,016,361	\$1,956,166	-3.0%
Less: Allocated O&M Expenses	\$1,065,516	\$1,075,633	0.9%
Less: Allocated Ann. Depr. Expense [1]	394,189	370,297	-6.1%
Total Allocated O&M & Ann. Depr. Exp.	\$1,459,705	\$1,445,930	-0.9%
Net Income/(Loss)	\$556,656	\$510,236	-8.3%
Distributed Rate Base	\$12,584,814	\$11,732,836	-6.8%
Present Return on Rate Base	4.40%	4.30%	
Proposed Return Component	\$648,118	\$574,909	-11.3%
Proposed Rate of Return	5.15%	4.90%	
Proposed Revenue	\$2,107,823	\$2,020,839	-4.1%
Required \$ Change in Rates	\$91,462	\$64,673	
<b>Required % Change in Rates</b>	4.5%	3.3%	
[1] Annual Depreciation is Allocated and Distributed same as Rate Base			

As a point of reference, the distribution of costs to the Partner Cities will vary annually based on a variety of factors. These can include the Partner Cities consumption characteristics (average day and peak day use), overall O&M costs by category (e.g., treatment, distribution) which can vary from year to year, as well as the assets (infrastructure) that is booked on an annual basis. However, as noted in this year's review, a key driver is the Partner Cities impact on the system from an average day and peak day perspective in relationship to the system as a whole.



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**FINANCIAL ANALYSIS:** With the adoption of the changes contained in this supplemental budget (\$611,345) the total 2019-21 biennial budget will increase to \$69,737,784. The originally adopted 2019-21 budget was \$67,183,859.

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**LEGAL ANALYSIS:** N/A

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:** N/A

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**STAFF RECOMMENDATION:** Approve resolution as presented.

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**RECOMMENDED MOTION:** I move to approve Resolution No. \_\_\_\_\_ a resolution approving a 2019-21 supplemental budget.

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**ATTACHMENTS:**

1. RESO Supplemental Budget #3 2019-21

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF CENTRAL POINT  
 APPROVING A 2019-21 SUPPLEMENTAL BUDGET FOR THE RECEIPT AND  
 EXPENDITURE OF GRANT FUNDS

RECITALS:

- A. ORS 294.471 (1) (c) allows the governing body to adopt a supplemental budget when funds are made available by another of federal, state or local government and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period.
- B. The City of Central Point Police Department was awarded a victim's advocate grant through the Department of Justice and partnered with Community Works. During the current biennium grants receipts and expenditures have totaled \$87,470.
- C. In the fall of 2019 the City of Central Point had additional costs related to a ransomware attack. The City filed a cyber-security insurance claim and is getting reimbursed \$91,608 in costs after a \$10,000 deductible. The corresponding budget increases are in the Tech Services and Finance departments in the General Fund and the Water Fund for rebuilding the SCADA system.
- D. The CARES Act grant funding program between the City and the Federal Government, passed through the State of Oregon, have been spent. The total award was \$550,024.36. Previous budget adjustments were made for supplies of \$10,170 (Resolution No. 1626B) and business assistance grant program of \$100,000 (Resolution No. 1635). The budgeted personnel, materials & services, and capital outlay expenditure categories are being increased in the General, Water and Internal Services funds for the remaining grant funds.

The City of Central Point resolves as follows:

**Section 1.** THEREFORE, it hereby agreed by the City Council.

Section 1.

	<u>Appropriation</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Appropriation</u>
<b><u>General Fund</u></b>		<b><u>\$ 32,830,575</u></b>	<b><u>\$ 32,830,575</u></b>	
Government Grants	\$ 150,000	\$ 356,995		\$ 506,995
Miscellaneous Revenue	\$ 259,280	\$ 19,270		\$ 278,550
Administration	\$ 1,742,570		\$ 2,820	\$ 1,745,390
City Enhancement	\$ 522,000		\$ 165,410	\$ 687,410
Tech Services	\$ 1,279,910		\$ 71,735	\$ 1,351,645
Finance	\$ 1,733,050		\$ 4,200	\$ 1,737,250
Parks	\$ 2,109,300		\$ 9,000	\$ 2,118,300
Recreation	\$ 1,066,140		\$ 19,125	\$ 1,085,265
Police	\$ 10,614,360		\$ 103,975	\$ 10,718,335
<b>General Fund - Revised</b>		<b><u>\$ 33,206,840</u></b>	<b><u>\$ 33,206,840</u></b>	
<b><u>Water Fund</u></b>		<b><u>\$ 9,609,147</u></b>	<b><u>\$ 9,609,147</u></b>	
Miscellaneous Revenue	\$ -	\$ 82,340		\$ 82,340
Personal Services	\$ 1,647,035		\$ 14,670	\$ 1,661,705
Capital Outlay	\$ 465,000		\$ 67,670	\$ 532,670
<b>Water Fund - Revised</b>		<b><u>\$ 9,691,487</u></b>	<b><u>\$ 9,691,487</u></b>	
<b><u>Internal Services Fund</u></b>		<b><u>\$ 3,300,245</u></b>	<b><u>\$ 3,300,245</u></b>	
Miscellaneous Revenue	\$ 5,000	\$ 152,740		\$ 157,740
Materials & Services	\$ 1,450,800		\$ 68,359	\$ 1,519,159
Capital Outlay	\$ 200,000		\$ 84,381	\$ 284,381
<b>Internal Services Fund - Revised</b>		<b><u>\$ 3,452,985</u></b>	<b><u>\$ 3,452,985</u></b>	

Passed by the Council and signed by me in authentication of its passage this 11th day of February 2021.

\_\_\_\_\_  
Mayor Hank Williams

ATTEST

\_\_\_\_\_  
Deanna Casey, Recorder





## **City of Central Point** **Staff Report to Council**

### **ISSUE SUMMARY**

**TO:** City Council **DEPARTMENT:**  
Community Development

**FROM:** Tom Humphrey, Community Development Director

**MEETING DATE:** February 11, 2021

**SUBJECT:** Planning Commission Report

**ACTION REQUIRED:** Information/Direction **RECOMMENDATION:**

The following item was presented by staff and discussed by a joint meeting of the Central Point Planning Commission and the Jackson County Planning Commission at their joint meeting on February 2, 2021.

- A. Joint City/County Planning Commission meeting conducting a public hearing to Amend the City of Central Point Comprehensive Plan General Land Use Map (Major) adding roughly 444 acres to the Central Point Urban Growth Boundary (UGB) from portions of the Urban Reserve Areas (URAs) CP-2B, CP-3, CP-4D and CP-6A. The proposed Comprehensive Plan Amendment also includes a change to the Urban Growth Boundary Management Agreement (UGBMA) adding two (2) new policies. Applicant: City of Central Point. File No. CPA-19001.** Planning staff from both the City and the County presented evidence and findings to support the need to expand the City's UGB to accommodate 20 years of projected growth. The meeting was conducted virtually and members of the public were given opportunity to testify orally and in writing. There was support and objection to the proposal. The few objections that were raised argued against growing into farmland, questioned public notices and seemed to misunderstand the process of annexation. There was overwhelming support from various agencies including 1000 Friends of Oregon. The Commissions accepted written exhibits into the record up until the hearing was closed. Each Commission asked questions of staff, deliberated and in separate motions, recommended approval of the amendments to their respective elected bodies.



## **City of Central Point** **Staff Report to Council**

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Public Works
<b>FROM:</b>	Matt Samitore, Parks and Public Works Director		
<b>MEETING DATE:</b>	February 11, 2021		
<b>SUBJECT:</b>	Discussion - Jackson County Road Transfer		
<b>ACTION REQUIRED:</b>	Information/Direction	<b>RECOMMENDATION:</b>	Not Applicable

#### **BACKGROUND INFORMATION:**

City staff has been in active dialogue with Jackson County Roads regarding transferring jurisdiction to a number of county roads within the City of Central Point that are currently owned by Jackson County. As funds have become available for the past ten years, the City has been consistently adding county roads to the City street system. Instead of transferring jurisdiction on a road-by-road basis, City and County staff developed an Intergovernmental Agreement (IGA) to transfer these roads as part of the 21/23 FY Budget. In addition, the IGA sets forth additional prior agreements between the City and County regarding road improvements and/or cash contributions from Jackson County as a condition of road transfer.

The roads subject to the draft IGA are: (See Attachment A)

1. Pittview Avenue (Bursell Road to 100' east of Marilee Street)
2. Freeman Road (Beall Lane to Rose Valley Drive )
3. Gebhard Road (Beebe Road to Aristona Drive);
4. Beebe Road (100' west of Hamrick Road to Gebhard Road);
5. South Hamrick (Biddle Road to Table Rock Road); and
6. West Pine Street (Glenn Way to Brandon Street).

Streets 1 and 2 listed above are currently maintained by the City; transferring jurisdiction will make it easier for City maintenance and urban development. Streets 3-5 above are all within either existing development or planned development and must become the City's as part of existing urbanization agreements. The portion of West Pine to be transferred to the City is eligible for a grant for street improvements that the City obtained in 2017 that has been delayed due to the Twin Creeks Crossing issues. The City must own that section of road prior to the work being performed per the grant requirements. The City is scheduled to start design during the 21-23 FY Budget and Construction occurring in 2023.

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**FINANCIAL ANALYSIS:** Two of the roads are currently maintained by the City, South Freeman and Pittview Avenue. The County will construct pavement treatment for South Hamrick as part of the transfer, which will help offset the costs of ownership. South Hamrick was previously discussed as an urban transfer because of the existing annexations and development, such as USF Reddaway, the Jackson County Justice Center, and the Knife River office. Street Utility Fees are already being generated for these roads.

Beebe Road and Hamrick Roads are starting to get development activity on them. Jackson County has agreed to do a chip seal on the roads when needed, thus deferring maintenance costs until development around them is on-going. We anticipate the White Hawk Estates' development will help offset expenses during the 21-23 FY budget.

West Pine Street is surrounded by single and multi-family development that is already generating utility fees. The upgraded road will help defer any major improvements for 10 years.

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**LEGAL ANALYSIS: N/A**

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

*Community Investment, Goal 2, Strategy 2.*

*Community Investment Strategy Goal 5, Strategies 3, 4, and 5.*

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**STAFF RECOMMENDATION:** The draft agreement will be presented to Council for adoption at its March 11, 2021 meeting.

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**RECOMMENDED MOTION:** None. Discussion item only.

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**ATTACHMENTS:**

1. Central Point-County JX IGA local streets
2. IGA County City Transfer Road Jurisdiction CLEAN
3. Map

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF ~~ASHLAND~~CENTRAL POINT, OREGON, AND JACKSON  
COUNTY, OREGON, FOR THE IMPROVEMENT AND JURISDICTIONAL  
TRANSFER OF PORTIONS OF ~~CLAY STREET AND PARADISE LANE~~ PITTVIEW  
AVENUE, FREEMAN ROAD, GEBHARD ROAD, SOUTH, BEEBE ROAD, AND  
SOUTH HAMRICK ROAD**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into by and between the CITY OF ~~ASHLAND~~CENTRAL POINT, an Oregon municipal corporation (hereinafter "CITY"), and JACKSON COUNTY, a political subdivision of the State of Oregon (hereinafter "COUNTY"), collectively referenced herein as the PARTIES, for the jurisdictional exchange of COUNTY roads within the CITY.

WHEREAS, the COUNTY presently has jurisdiction over COUNTY maintained roads that are within the corporate limits of the CITY, including:

1. ~~Clay Street~~Pittview Avenue (Siskiyou Blvd~~Bursell Road~~ to 100~~300'~~ east~~north~~ of Marilee Street~~Fakelma Way)~~
2. ~~Clay Street~~Freeman Road (1450'~~south~~Beall Lane to Rose Valley Drive ~~of OR Hwy 99 to 2190'~~south of OR Hwy 99)
3. ~~Paradise Lane~~Gebhard Road (Peachy Lane~~Beebe Road~~ to 555'~~south~~Aristona Drive);
4. ~~Beebe Road (100' west of Hamrick Road to Gebhard Road);~~
5. ~~South Hamrick (Biddle Road to Table Rock Road); and~~
- 3-6. ~~West Pine Street (Glenn Way to Brandon Street); and~~

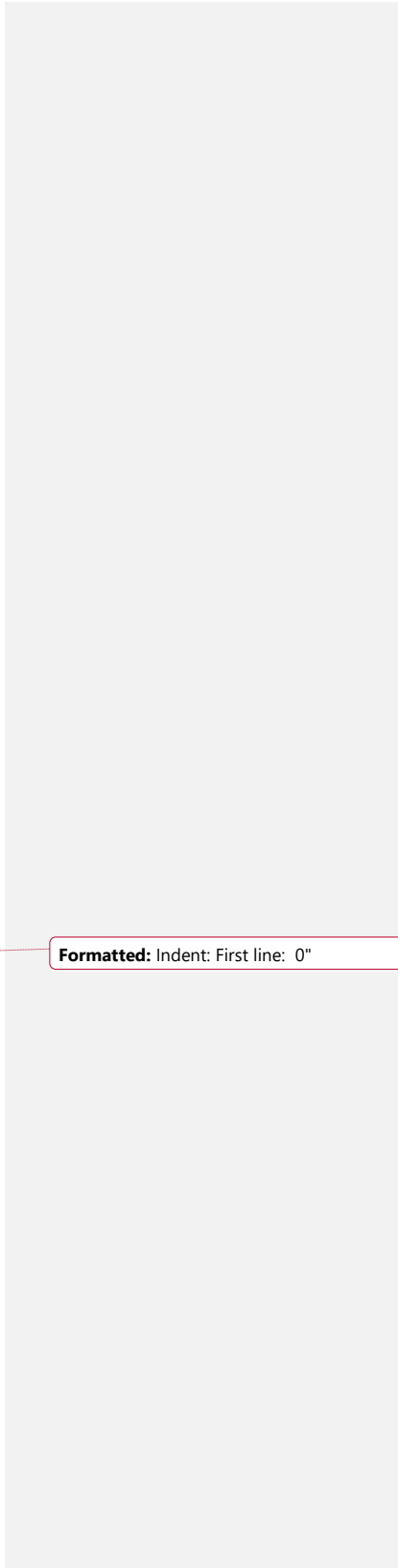
~~WHEREAS, the COUNTY has been awarded \$4,535,814 in Surface Transportation Block Grant and Congestion Mitigation and Air Quality funds from the Rogue Valley Metropolitan Planning Organization to improve Clay Street from Siskiyou Blvd. to Faith Ave.; and~~

~~WHEREAS, the CITY is willing to assume the lead role in delivering and constructing improvements to Clay Street from Siskiyou Boulevard to Faith Avenue (hereinafter the "Clay Street Project"); and~~

WHEREAS, the COUNTY desires to provide financial assistance to the CITY to aid in the construction of the ~~Clay Street Hamrick Road~~ Project and to make improvements and/or a cash contribution to Clay Street from 1450' south of OR Hwy 99 to 2190' south of OR Hwy 99 and to Paradise Lane from Peachy Lane to 555' south repave South Hamrick from Biddle Road to 1,100' feet south of said intersection; and

WHEREAS, the COUNTY desires to provide a chip seal on Gebhard Road from Aristona Drive to 1,400' north of the Beebe/Gebhard Intersection when both parties agree re-paving is needed.

WHEREAS, the CITY has an ongoing street maintenance and improvement program for roads and streets within the city limits; and



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WHEREAS, the PARTIES desire to exchange road jurisdiction of certain COUNTY maintained and operated roads within the corporate limit of the CITY ~~as immediately except for West Pine Street provided below~~; and

Commented [SD1]: You added "immediately" to the agreement below it states within 180-days of effective date. Which is it?

~~WHEREAS, the CITY received a grant from the Oregon Department of Transportation to improve West Pine Street between Glenn Way and Brandon Avenue. The improvement project is scheduled for 2025. The City will desires to take jurisdiction of West Pine Street on in conjunction with said project on or about January 15, 2025; and~~

WHEREAS, the CITY and COUNTY are authorized to enter into such an agreement pursuant to Chapter 190 of the Oregon Revised Statutes.

**DEFINITIONS**

"Subject Roads" is defined and described as all land within the public right of way boundaries of the roads as follows:

- ~~i. Pittview Avenue (Bursell Road to 100' east of Marilee Street)~~
- ~~ii. Freeman Road (Beall Lane to Rose Valley Drive)~~
- ~~iii. Gebhard Road (Beebe Road to Aristona Drive);~~
- ~~iv. Beebe Road (100' west of Hamrick Road to Gebhard Road);~~
- ~~v. South Hamrick (Biddle Road to Table Rock Road); and~~
- ~~vi. West Pine Street (Glenn Way to Brandon Street); and~~  
~~— Clay Street (Siskiyou Blvd. to 300' north of Takelma Way)~~

Commented [SD2]: Should this read Beall Lane to Rose Valley Drive?

**AGREEMENT**

NOW, THEREFORE, in consideration of the obligations, terms and conditions contained herein, it is mutually agreed by the CITY and COUNTY as follows:

**1. CITY OBLIGATIONS**

A. Within 180 calendar days of the Effective Date of this Agreement, the CITY shall consider passage of appropriate municipal legislation (as described in ORS 373.270(6)(a)) requesting that the COUNTY surrender all right, title, interest, jurisdiction, maintenance, and control of the Subject Roads to the CITY. The CITY may place conditions on this request as set forth in Subsection 2.B. of this Agreement.

B. CITY shall enter into an Intergovernmental Agreement with the Oregon Department of Transportation to assume control and management of the \$4,535,814 grant from the Rogue Valley Metropolitan Planning Organization to complete the ~~Clay Street Project West Pine Street project~~ between ~~Siskiyou Boulevard and Faith Avenue~~ Glenn Way and Brandon Avenue and shall be the lead local government agency to design and construct the Clay-West Pine Street Project.

A.  
2. COUNTY OBLIGATIONS

- A. Within 90 days of receipt of appropriate municipal legislation (as described in ORS 373.270(6)(a)) requesting the surrender of all right, title, interest, jurisdiction, maintenance, and control of the Subject Roads, the COUNTY shall provide notice and hold a public hearing to consider the request as described in ORS 373.270.
- B. If following the public hearing as required in subsection 2.A. of this Agreement, the COUNTY determines to surrender jurisdiction as requested, COUNTY shall adopt an Order surrendering jurisdiction with the following conditions:

Concurrent with the transfer of jurisdiction for South Hamrick Road from Biddle to 1,100 feet south of said intersection, the COUNTY shall pay to the City funds in the amount of \$230,000.00, constituting the estimated amount to complete necessary pavement improvements, including a full grind and inlay

iii. Transfer of West Pine Street (between Glenn Way and Brandon Avenue) shall be conditioned upon the City entering into the Intergovernmental Agreement specified in subsection 1.B above. The time for transfer of jurisdiction of said road shall occur within [redacted] months prior to/after City's execution of said Agreement, currently estimated to be on January 15, 2025, unless otherwise extended or modified by the parties in writing.

- C. COUNTY agrees to furnish any and all maps, records, permits, as-built drawings and any other related data in COUNTY's possession upon adoption of the Order described in Subsection 2.B. of this Agreement.

- 3. EFFECTIVE DATE. This Agreement shall become effective upon its execution by both Parties. If the Parties sign on separate dates, the latter date shall become the Effective Date.

4. GENERAL PROVISIONS

- A. Indemnification. Unless prohibited by the Oregon Tort Claims Act or the Oregon Constitution, and subject to the limits of the Oregon Tort Claims Act, the PARTIES shall indemnify and hold harmless each other as follows:-

i. Indemnification by City. The CITY shall defend, indemnify and hold harmless the COUNTY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the CITY, its officers, employees, elected officials, or agents acting under this Agreement.

**Commented [SD3]:** 1.Do these improve to happen before jurisdiction is turned over to City?  
2.Also in the recitals you refer to the County financial assistance for this work, but this ind will be in-kind work not financial assistance. be consistent

**Commented [SD5]:**  
**Commented [SD6R5]:** Matt let's talk. A couple questions:  
3.Would it be more appropriate to make a sep request for transfer in late 2024 or do you wa tied up at one time?  
4.Is January 2025 a hard date, or is it continge other factors? Does the City need to have juri in order to assume control and management o grant? If the project was delayed or funding c not granted, would the City still seek jurisdict

Attachment: Central Point-County JX IGA local streets (1383 : Jackson County Intergovernmental Agreement for Road Transfers)

~~1-2~~ ii. Indemnification by County. The COUNTY shall defend, indemnify and hold harmless the CITY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the COUNTY, its officers, employees, elected officials, or agents acting under this Agreement.

- ~~2.~~ B. Amendments. This Agreement may be amended at any time by the mutual written agreement of both the CITY and the COUNTY.
- ~~3.~~ C. Entire Agreement. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are null and void and of no further force or effect.
- ~~4.~~ D. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- ~~5.~~ E. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- ~~6.~~ F. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- ~~7.~~ G. Debt Limitation. This Agreement is expressly subject to the debt limitation of the Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- ~~8.~~ H. Termination for Breach. This Agreement may be terminated in the event of a breach of the Agreement by any party. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) calendar days of the date of notice, or within such period as the party giving notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- ~~9.~~ I. Notice. Any notice to another party of this Agreement that is required or permitted under

this Agreement is deemed received by the other party: three (3) days after deposited in the United States mail, certified and postage paid, and addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing or upon the actual date of personal delivery or service.

If to Jackson County:  
Jackson County – County  
Administrator  
10 South Oakdale, Room 214  
Jackson County, Oregon  
97501

City of Ashland-Central  
Point- City  
Manager/Administrator  
20 East Main Street/140 South  
Third Street  
Central Point/Ashland,  
Oregon 975200220

If to the City of  
Ashland/Central Point:

Formatted: Number of columns: 2

Attachment: Central Point-County JX IGA local streets (1383 : Jackson County Intergovernmental Agreement for Road Transfers)



IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ~~ASHLAND~~CENTRAL POINT:  
COUNTY:

JACKSON

~~Kelly A Madding~~Chris Clayton, City ~~Manager~~ Administrator Danny Jordan,  
County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF CENTRAL POINT, OREGON, AND JACKSON  
COUNTY, OREGON, FOR THE IMPROVEMENT AND JURISDICTIONAL  
TRANSFER OF PORTIONS OF PITTVIEW AVENUE, FREEMAN ROAD, GEBHARD  
ROAD, SOUTH BEEBE ROAD, AND SOUTH HAMRICK ROAD**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into by and between the CITY OF CENTRAL POINT, an Oregon municipal corporation (hereinafter "CITY"), and JACKSON COUNTY, a political subdivision of the State of Oregon (hereinafter "COUNTY"), collectively referenced herein as the PARTIES, for the jurisdictional exchange of COUNTY roads within the CITY.

WHEREAS, the COUNTY presently has jurisdiction over COUNTY maintained roads that are within the corporate limits of the CITY, including:

1. Pittview Avenue (Bursell Road to 100' east of Marilee Street)
2. Freeman Road (Beall Lane to Rose Valley Drive)
3. Gebhard Road (Beebe Road to Aristona Drive);
4. Beebe Road (100' west of Hamrick Road to Gebhard Road);
5. South Hamrick (Biddle Road to Table Rock Road); and
6. West Pine Street (Glenn Way to Brandon Street).

WHEREAS, the COUNTY desires to provide financial assistance to the CITY to aid in the construction of the Hamrick Road Project and to make improvements and/or a cash contribution to repave South Hamrick from Biddle Road to 1,100' feet south of said intersection; and

WHEREAS, the COUNTY desires to provide a chip seal on Gebhard Road from Aristona Drive to 1,400' north of the Beebe/Gebhard Intersection when both parties agree re-paving is needed.

WHEREAS, the CITY has an ongoing street maintenance and improvement program for roads and streets within the city limits; and

WHEREAS, the PARTIES desire to exchange road jurisdiction of certain COUNTY maintained and operated roads within the corporate limit of the CITY (as provided below); and

WHEREAS, the CITY received a grant from the Oregon Department of Transportation to improve West Pine Street between Glenn Way and Brandon Avenue. The improvement project is scheduled for 2025. The City desires to take jurisdiction of West Pine Street in conjunction with said project on or about January 15, 2025; and

WHEREAS, the CITY and COUNTY are authorized to enter into such an agreement pursuant to Chapter 190 of the Oregon Revised Statutes.

**DEFINITIONS**

“Subject Roads” is defined and described as all land within the public right of way boundaries of the roads as follows:

- i. Pittview Avenue (Bursell Road to 100’ east of Marilee Street)
- ii. Freeman Road (Beall Lane to Rose Valley Drive)
- iii. Gebhard Road (Beebe Road to Aristona Drive);
- iv. Beebe Road (100’ west of Hamrick Road to Gebhard Road);
- v. South Hamrick (Biddle Road to Table Rock Road); and
- vi. West Pine Street (Glenn Way to Brandon Street).

**AGREEMENT**

NOW, THEREFORE, in consideration of the obligations, terms and conditions contained herein, it is mutually agreed by the CITY and COUNTY as follows:

1. **CITY OBLIGATIONS**

A. Within 180 calendar days of the Effective Date of this Agreement, the CITY shall consider passage of appropriate municipal legislation (as described in ORS 373.270(6)(a)) requesting that the COUNTY surrender all right, title, interest, jurisdiction, maintenance, and control of the Subject Roads to the CITY. CITY may place conditions on this request as set forth in Subsection 2.B. of this Agreement.

B. CITY shall enter into an Intergovernmental Agreement with the Oregon Department of Transportation to assume control and management of the \$4,535,814 grant from the Rogue Valley Metropolitan Planning Organization to complete the West Pine Street project between Glenn Way and Brandon Avenue and shall be the lead local government agency to design and construct the West Pine Street Project.

2. **COUNTY OBLIGATIONS**

A. Within 90 days of receipt of appropriate municipal legislation (as described in ORS 373.270(6)(a)) requesting the surrender of all right, title, interest, jurisdiction, maintenance, and control of the Subject Roads, the COUNTY shall provide notice and hold a public hearing to consider the request as described in ORS 373.270.

B. If following the public hearing as required in subsection 2.A. of this Agreement, the COUNTY determines to surrender jurisdiction as requested, COUNTY shall adopt an Order surrendering jurisdiction with the following conditions:

- i. Concurrent with the transfer of jurisdiction for South Hamrick Road from Biddle to 1,100 feet south of said intersection, the COUNTY shall pay to the City funds in the amount of \$230,000.00, constituting the estimated amount to complete necessary

pavement improvements, including a full grind and inlay for said portion of the road.

ii. The COUNTY will provide a chip seal on Gebhard Road from Aristona Avenue to 1,400 feet north of the Beebe/Gebhard intersection within twelve (12) months following transfer of jurisdiction to City of said road.

iii. Transfer of West Pine Street (between Glenn Way and Brandon Avenue) shall be conditioned upon the City entering into the Intergovernmental Agreement specified in subsection 1.B above. The time for transfer of jurisdiction of said road shall occur within [REDACTED] months *prior to/after* City's execution of said Agreement, currently estimated to be on January 15, 2025, unless otherwise extended or modified by the parties in writing.

C. COUNTY agrees to furnish any and all maps, records, permits, as-built drawings and any other related data in COUNTY's possession upon adoption of the Order described in Subsection 2.B. of this Agreement.

3. EFFECTIVE DATE. This Agreement shall become effective upon its execution by both Parties. If the Parties sign on separate dates, the latter date shall become the Effective Date.

4. GENERAL PROVISIONS

A. Indemnification. Unless prohibited by the Oregon Tort Claims Act or the Oregon Constitution, and subject to the limits of the Oregon Tort Claims Act, the PARTIES shall indemnify and hold harmless each other as follows:

i. Indemnification by City. The CITY shall defend, indemnify and hold harmless the COUNTY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the CITY, its officers, employees, elected officials, or agents acting under this Agreement.

ii. Indemnification by County. The COUNTY shall defend, indemnify and hold harmless the CITY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the COUNTY, its officers, employees, elected officials, or agents acting under this Agreement.

B. Amendments. This Agreement may be amended at any time by the mutual written agreement of both the CITY and the COUNTY.

C. Entire Agreement. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are null and void and of no further force or effect.

D. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

E. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

F. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

G. Debt Limitation. This Agreement is expressly subject to the debt limitation of the Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

H. Termination for Breach. This Agreement may be terminated in the event of a breach of the Agreement by any party. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) calendar days of the date of notice, or within such period as the party giving notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

I. Notice. Any notice to another party of this Agreement that is required or permitted under this Agreement is deemed received by the other party: three (3) days after deposited in the United States mail, certified and postage paid, and addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing or upon the actual date of personal delivery or service.

If to Jackson County:

Jackson County – County Administrator  
10 South Oakdale, Room 214  
Jackson County, Oregon 97501

If to the City of Central Point:

City of Central Point- City Manager  
140 South Third Street  
Central Point, Oregon 97520

**IN WITNESS WHEREOF** the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF CENTRAL POINT:

JACKSON COUNTY:

\_\_\_\_\_  
Chris Clayton, City Manager

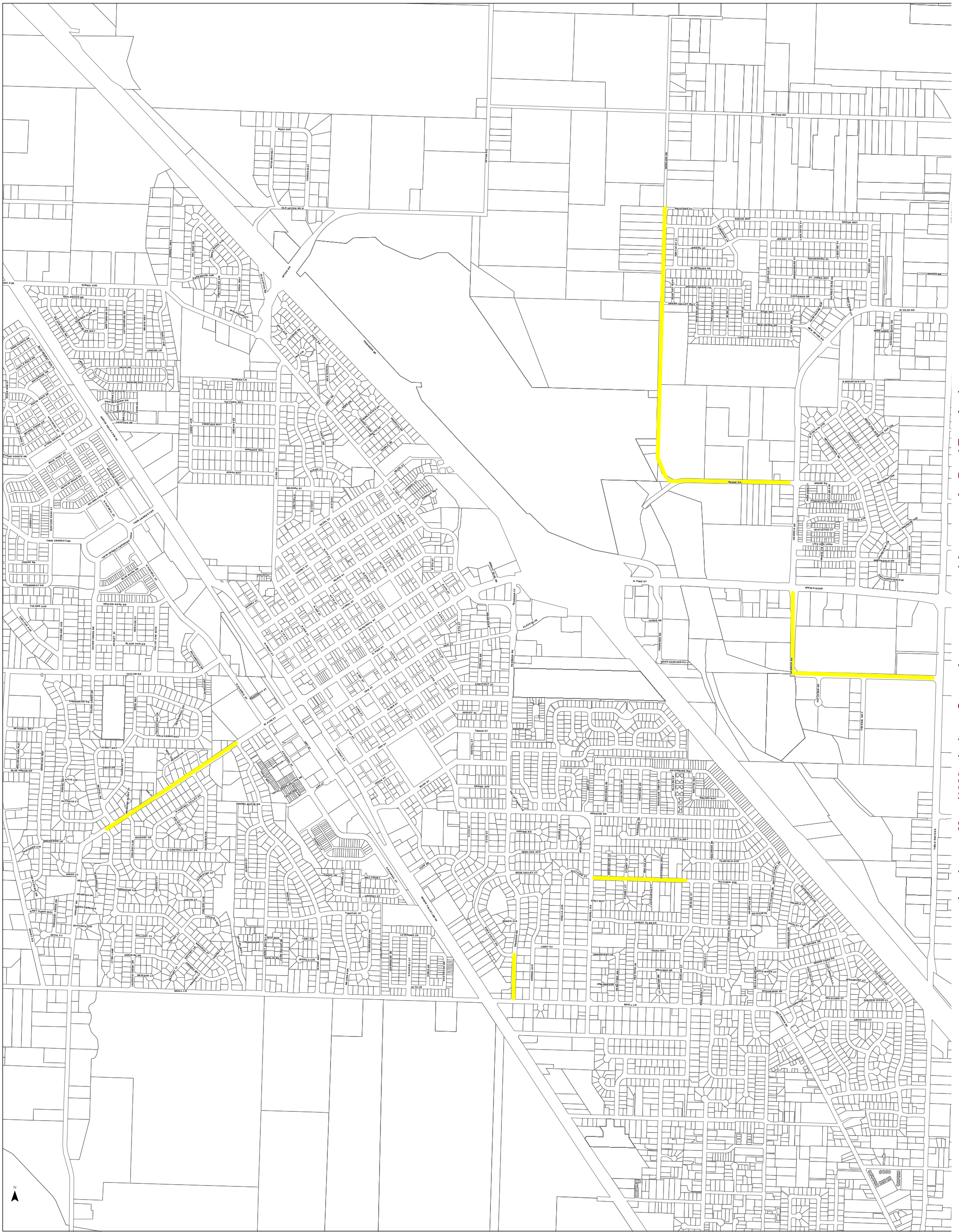
\_\_\_\_\_  
Danny Jordan, County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: IGA County City Transfer Road Jurisdiction CLEAN (1383 : Jackson County Intergovernmental Agreement for Road Transfers)





0 0.225 0.45 0.9 Miles

Attachment: Map (1383 : Jackson County Intergovernmental Agreement for Road Transfers)



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

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<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Attorney
<b>FROM:</b>	Sydnee Dreyer, City Attorney		
<b>MEETING DATE:</b>	February 11, 2021		
<b>SUBJECT:</b>	Greenway Property Exchange Discussion		
<b>ACTION REQUIRED:</b>	Information/Direction	<b>RECOMMENDATION:</b>	Not Applicable

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#### **BACKGROUND INFORMATION:**

The City of Central Point, Jackson County and the City of Medford staff have been working together to draft a Property Exchange Agreement in which the County and Medford would transfer to Central Point all greenway property that is within the municipal boundaries of Central Point, or located adjacent thereto. The purpose of the agreement is to help ensure efficient management and maintenance of such greenway property by enabling the City to manage those portions of the greenway located within its boundaries, or immediate adjacent thereto.

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#### **FINANCIAL ANALYSIS:**

The City's maintenance obligations will increase. Under the current Greenway Management Plan 2017-2022, each jurisdiction is assessed a proportionate share for trail maintenance based upon trail miles within the jurisdiction's boundaries regardless of ownership. As such, the City is already paying its share to maintain the trail miles located within the City. However, following transfer of these properties to the City, the City will be obligated to maintain any portion of those properties which is outside the 30-foot wide greenway trail area, as that maintenance is assessed to the owners of such property. Currently any such maintenance would be provided by either the County or Medford as the respective owners of such property.

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#### **LEGAL ANALYSIS:**

The agreement has been reviewed by the city attorney.

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#### **COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

2040 Strategic Plan – Strategic Priority – Community Investment

GOAL 2 - Be a city filled with happy, healthy people who are thriving.

STRATEGY 1 – Develop and maintain positive partnerships with public and private entities and the community to understand community needs, and leverage resources to develop and deliver opportunities for personal, professional, and/or vocational development. (Recreation Programs,

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Maker Space, Artisan Corridor, Volunteerism, Community Events, etc.) (Nurturing individuals skills and personal growth is an essential element to Central Point's vitality. While this is an organic process that must be desired by individuals in the population, the City can make investments that consider and further the goal of providing an environment that is supportive of this objective.)

STRATEGY 2 – Through the land development process, foster the creation of “healthy neighborhoods” that provide safe, connected, and comfortable amenities for residents of all ages and abilities to walk, cycle, play, and access community destinations. (Active lifestyles that include people of all abilities are foundational to health and wellbeing). **9**

STRATEGY 3 – Develop and implement an economic development program/toolkit to attract more family-wage jobs to Central Point. (Idea that if needs are met, people are more likely to be happy and make time for leisure, volunteerism, and social interaction).

STRATEGY 4 – Explore partnerships and opportunities to develop and implement urban agriculture projects within the Urban Growth Boundary. (Happy people eat well and know where food comes from).

STRATEGY 5 – Plan, design, build, and maintain a comprehensive system of sustainable facilities, trails, and park spaces, (setting the highest standards) to provide attractive places people will use and enjoy. Acquire additional lands for active and passive recreation use based on current deficiencies and public demands created by increasing population or the environmental and recreational significance of the area. (Be mindful of the budget and plan trail locations)

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**STAFF RECOMMENDATION:**

None. Discussion item only.

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**ATTACHMENTS:**

1. Property Exchange Agreement - Bear Creek Greenway - DRAFT
2. Exhibit B - Property Exchange Map (1)

**PROPERTY EXCHANGE AGREEMENT  
Bear Creek Greenway**

**DATE:** \_\_\_\_\_, 2021

**BETWEEN:** **City of Central Point, Oregon** (“Central Point”)  
140 S 3<sup>rd</sup> Street  
Central Point, Oregon 97502

**AND:** **City of Medford, Oregon** (“Medford”)  
411 West 8<sup>th</sup> Street  
Medford, Oregon 97501

**AND:** **Jackson County, Oregon** (“Jackson County”)  
10 South Oakdale Avenue  
Medford, Oregon 97501

**RECITALS**

**A.** Jackson County is the owner of certain real property located in Jackson County (City of Central Point), Oregon, and commonly known as Township 37 South, Range 2 West, Section 02D, Tax Lot 2001 (“Tract A”), a more particular description of Tract A is attached hereto as **Exhibit A**. Tract A is approximately 3.74 acres in size and is developed with a portion of the Bear Creek Greenway multi-use trail.

**B.** Jackson County is the owner of certain real property located in Jackson County, Oregon, and commonly known as Township 37 South, Range 2 West, Section 11A, Tax Lot 102 (“Tract B”), a more particular description of Tract B is attached hereto as **Exhibit A**. Tract B is approximately 3.52 acres in size and is developed with a portion of the Bear Creek Greenway multi-use trail.

**C.** Jackson County is the owner of certain real property located in Jackson County, Oregon, and commonly known as Township 37 South, Range 2 West, Section 11A, Tax Lot 28100 (“Tract C”), a more particular description of Tract C is attached hereto as **Exhibit A**. Tract C is approximately 1.38 acres in size and is developed with a portion of the Bear Creek Greenway multi-use trail.

**D.** Jackson County is the owner of certain real property located in Jackson County (City of Central Point), Oregon, and commonly known as Township 37 South, Range 2 West, Section 12B, Tax Lot 502 (“Tract D”), a more particular description of Tract D is attached hereto as **Exhibit A**. Tract D is approximately 13.21 acres in size and is developed with a portion of the Bear Creek Greenway multi-use trail.

**E.** Medford is the owner of certain real property located in Jackson County (City of Central Point), Oregon, and commonly known as Township 37 South, Range 2 West, Section 12B, Tax Lot 600 (“Tract E”), a more particular description of Tract E is attached hereto as **Exhibit A**. Tract E is approximately 13.91 acres in size and is undeveloped.

**F.** Medford is the owner of certain real property located in Jackson County, Oregon, and commonly known as Township 37 South, Range 2 West, Section 12B, Tax Lot 501 (“Tract F”), a more particular description of Tract F is attached hereto as **Exhibit A**. Tract F is approximately 2.55 acres in size and is developed with a portion of the Bear Creek Greenway multi-use trail.

**G.** Jackson County is the owner of certain real property located in Jackson County (City of Central Point), Oregon, and commonly known as Township 37 South, Range 2 West, Section 12B, Tax Lot 505 (“Tract G”), a more particular description of Tract G is attached hereto as **Exhibit A**. Tract G is approximately 4.25 acres in size and is developed with a portion of the Bear Creek Greenway multi-use trail.

**H.** For the purposes of this Agreement, Tracts A, B, C, D, E, F and G shall be collectively referred to herein as “the Tracts”.

**I.** The Bear Creek Greenway (“the Greenway”) includes Bear Creek, its adjacent riparian area and a 20-mile, paved, multi-use trail that links the cities of Ashland, Talent, Phoenix, Medford and Central Point. All the Tracts are located within the Greenway.

**J.** The parties desire to consummate this property exchange pursuant to the terms and conditions of this Agreement for the efficient management and maintenance of the Greenway. Specifically, the Tracts are located within the Central Point municipal boundary or are located adjacent to said boundary and, therefore, the parties desire that Central Point own the Tracts.

## AGREEMENT

In consideration of the mutual promises, covenants and undertakings of the parties herein contained, the parties hereby agree as follows:

**1. Recitals.** The parties acknowledge and agree that the Recitals set forth above are incorporated herein and deemed a material part of this Agreement.

**2. Consideration.** The parties acknowledge and agree that the consideration for this Agreement is as follows: (a) Central Point shall be responsible for the management and maintenance of the Tracts upon Closing; and (b) Jackson County and Medford shall have no further management and maintenance obligations concerning the Tracts post-Closing. Notwithstanding the foregoing, the parties acknowledge and agree that Central Point shall not be excluded from any funding opportunities from any source relating to the Greenway, including but not limited to funding for maintenance or capital improvement projects, because of this Agreement. In particular, Jackson County and Medford shall cooperate with Central Point for inclusion in Greenway funding mechanisms such as creation of a Greenway taxing district, grant funding or

other agreements.

**3. Title.** Jackson County and Medford each warrant and represent that they are the fee simple owners of their respective Tracts and that they each have the right and authority to convey the Tracts to Central Point free and clear of any other claims of title and subject only to encumbrances of record. Jackson County and Medford shall each convey title to their respective Tracts by statutory bargain and sale deeds, properly executed and notarized conveying title to Central Point. Central Point, at Central Point's sole expense, shall obtain title insurance policies from First American Title Insurance Company, located at 1225 Crater Lake Avenue, Suite 101, Medford, Oregon, 97504 ("the Escrow Agent"). Upon complete execution of this Agreement, Central Point, at Central Point's sole expense, shall order preliminary title reports ("Title Report(s)") from the Escrow Agent with copies of the Title Reports being delivered to all parties. Central Point shall have 30 days from the date of Central Point's receipt of the Title Reports to notify either Jackson County or Medford in writing of any exceptions unacceptable to Central Point ("Objection Notice"). Central Point shall have no obligation to close on a specific Tract if the parties are unable to resolve title issues concerning that specific Tract. Central Point's failure to issue an Objection Notice within the time allowed will be deemed as Central Point's acceptance of the exceptions to title set forth in the Title Report for the specific Tract.

**4. As Is.** Except as otherwise stated herein, the parties hereby acknowledge and agree that this is an "AS IS" transaction and, except as otherwise expressly stated herein, Jackson County and Medford make no representations or warranties as to the condition of the Tracts, any improvements thereon or their fitness for a particular purpose.

**5. Due Performance.** Due performance of the terms, conditions, and agreements of this Agreement to be performed by a party and the accuracy of the representations and warranties of each as of the Closing Date is a condition to closing by the other party. Such performance shall include, without limitation, execution, and delivery in proper form of all of the documents required hereunder to be delivered on the Closing Date and the rendering of all other performances and undertakings contemplated hereunder.

**6. Closing.** Closing shall occur on or before March 31, 2021 ("Closing Date") at the offices of the Escrow Agent.

**7. Closing Provisions.**

**7.1 Closing.** This purchase and sale transaction shall be closed on the Closing Date, unless otherwise extended pursuant to mutual agreement of the parties, at the offices of the Escrow Agent.

**7.2 Funds and Documents.**

**7.2.1 Central Point's Funds and Documents.** On or before the Closing Date, Central Point shall cause to be delivered to the Escrow Agent on the Closing Date, each of the following:

(a) All funds required of Central Point for costs and expenses as set forth herein.

(b) All documents required pursuant to this Agreement, properly executed by Central Point.

**7.2.2 Medford/Jackson County Documents.** On or before the Closing Date, Medford and Jackson County shall cause to be delivered to the Escrow Agent on the Closing Date, all documents required pursuant to this Agreement, properly executed.

**7.3 Costs of Closing.** Central Point, at Central Point's sole expense shall be responsible for the following costs: (a) the Escrow Agent's fee; (b) all premiums for title insurance policies; (c) all recording and miscellaneous charges imposed by the Escrow Agent; and (d) all attorney fees incurred by Central Point with respect to preparing and negotiating this Agreement.

**8. Council Approval.** The parties acknowledge and agree that this Agreement is subject to approval by the following: (a) City of Central Point City Council; (b) City of Medford City Council; and (c) Jackson County Board of Commissioners (collectively, "Governmental Approval"). In the event this Agreement does not receive Governmental Approval, this Agreement shall terminate and be of no further force or effect.

**9. Miscellaneous Provisions.**

**9.1 Conflict of Interests.** No member, official or employee of Central Point, Medford or Jackson County shall make any decision relating to the Agreement which affects the member's, official's, or employee's personal interests or the interests of any corporation, partnership, or association in which member, official, or employee is directly or indirectly interested.

**9.2 No Partnership.** Nothing contained in this Agreement or any acts of the parties hereby shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the parties.

**9.3 Notices.** Notices under this Agreement shall be in writing and shall be effective when actually delivered by hand delivery, electronic correspondence or United States mail directed to the other party at the address set forth below, or to such other address as the party may indicate by written notice to the other:

**Jackson County:**  
 Jackson County Counsel  
 c/o Joel Benton  
 10 South Oakdale Avenue  
 Medford, Oregon 97501  
[bentonjc@jacksoncounty.org](mailto:bentonjc@jacksoncounty.org)

**Medford:**

City of Medford  
 c/o Richard Whitlock  
 City Attorney  
 411 West 8<sup>th</sup> Street  
 Medford, Oregon 97501  
[richard.whitlock@cityofmedford.org](mailto:richard.whitlock@cityofmedford.org)

**Central Point:**  
 c/o Chris Clayton  
 City Manager  
 140 S 3<sup>rd</sup> Street  
 Central Point, Oregon 97502  
[chris.clayton@centralpointoregon.gov](mailto:chris.clayton@centralpointoregon.gov)

and

Daniel O'Connor  
 O'Connor Law, LLC  
 670 G Street, Suite B  
 Jacksonville, Oregon 97530  
[dano@oconnorlawgroup.net](mailto:dano@oconnorlawgroup.net)

**9.4 Amendment.** This Agreement may be amended only by written instrument executed by the parties.

**9.5 Representations and Warranties.** All representations and warranties made herein shall survive Closing.

**9.6 Entire Understanding.** This Agreement, and the documents incorporated herein, consists of the entire Agreement between the parties with relation to the conveyance of the Tracts.

**9.7 Time of Essence.** Time is of the essence of this Agreement.

**9.8 Applicable law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action or suit to enforce or construe any provision of this Agreement by any party shall be brought in the Circuit Court of the State of Oregon for Jackson County.

**9.9 Counterparts.** This Agreement may be executed by the parties in separate counterparts, which together shall constitute one instrument. For the purposes of this Agreement, a facsimile or electronic copy of a signature shall have the same force and effect as an original signature.

**9.10 Statutory Disclaimer.**



THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below.

**JACKSON COUNTY:**

Date: \_\_\_\_\_, 2021

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

**CITY OF MEDFORD:**

Date: \_\_\_\_\_, 2021

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

**CITY OF CENTRAL POINT:**

Attachment: Property Exchange Agreement - Bear Creek Greenway - DRAFT (1384 : Draft Greenway Property Exchange Agreement)

Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_

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

**EXHIBIT A  
Legal Descriptions**

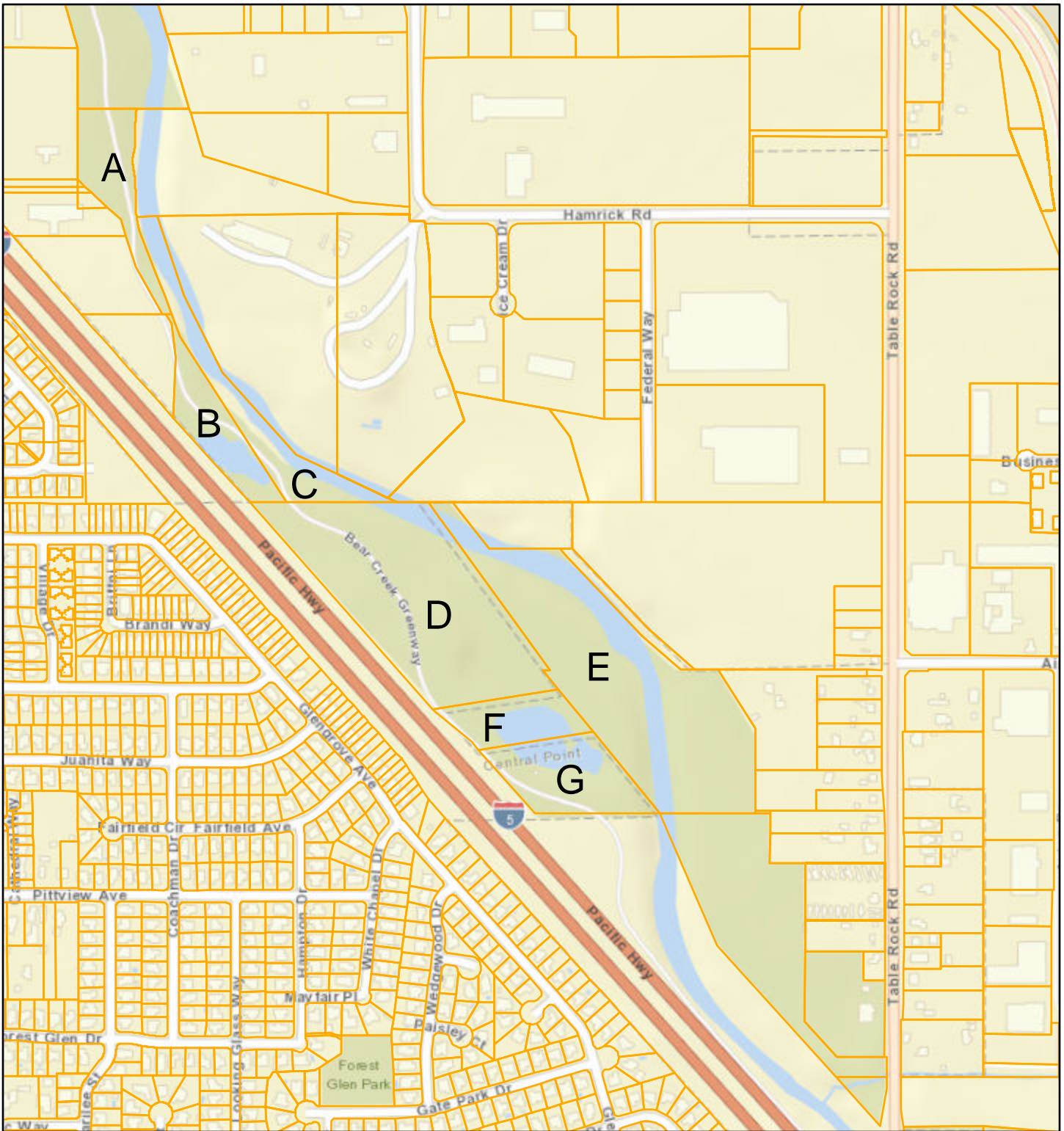
**To be provided.**

DRAFT

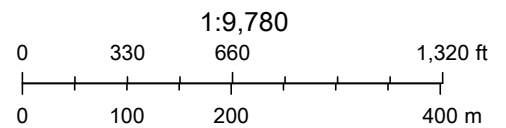
Attachment: Property Exchange Agreement - Bear Creek Greenway - DRAFT (1384 : Draft Greenway Property Exchange Agreement)



# Bear Creek Greenway Property Exchange Map



- Tract A: 37-2W-02D Tax Lot 2001 (Jackson County)
- Tract B: 37-2W-11A Tax Lot 102 (Jackson County)
- Tract C: 37-2W-11A Tax Lot 28100 (Jackson County)
- Tract D: 37-2W-12B Tax Lot 502 (Jackson County)
- Tract E: 37-2W-12B Tax Lot 600 (Medford)
- Tract F: 37-2W-12B Tax Lot 501 (Medford)
- Tract G: 37-2W-12B Tax Lot 505 (Jackson County)



Attachment: Exhibit B - Property Exchange Map (1) (1384 : Draft Greenway Property Exchange Agreement)