



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, June 10, 2021

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

Next Res(1666) Ord (2076)

- 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 May 27, 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. Resolution No. _____, A Revised Resolution Extending Workers Compensation Coverage to Volunteers of the City of Central Point (Simas)
- B. Resolution No. _____, A Resolution of the City of Central Point Increasing the Park Maintenance Fee Effective July 1, 2021 (Jacob)
- C. Ordinance No. _____, Ordinance Vacating a Public Utility Easement over the Portion of the Former Public Alley and Amy Street vacated by Ordinance No. 1837 on August 14, 2003 Per ORS 271.130 (Dreyer)
- D. First Reading - An Ordinance Adopting Revisions to the Urban Growth Boundary Amendment to Align the City and County's Findings of Fact, Conclusions of Law and Record of Proceedings (Holtey)
- E. First Reading - Ordinance Establishing the Good Fortune Preferential Parking District No. 1 (Dreyer)

- F. Resolution No. _____, Accepting the Lowest Responsible Bid from Knife River Materials, Inc. for the Jewett School Water and Storm Drain Project and Authorizing the City Manager to Execute a Contract (Samitore)
- G. Resolution No. _____, Approving a Two-Year Agreement between the City of Central Point and Central Point Chamber of Commerce for Operation of the Visitors Information Center. (Clayton)
- H. Resolution No. _____, A Resolution Declaring Certain Real Property Located on Old Military Road Surplus Authorizing an Invitation to Bid on the Purchase of Such Property (Dreyer)

X. BUSINESS

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.

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, May 27, 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 | Late | 7:13 AM |
| Michael Parsons | At Large | Late | 7:08 AM |

Staff members present: City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Police Captain Dave Croft; Captain Scott Logue; Parks and Public Works Director Matt Samitore; Human Resource Director Elizabeth Simas and City Recorder Deanna Casey.

IV. SPECIAL PRESENTATIONS

1. Max's Mission

Representatives from Max's Mission and the Jackson County Library provided an explanation regarding placement of an overdose emergency box on the outside of the Central Point Library building.

Julia Pinsky explained that Max's Mission is a small non-profit out of Medford. They work to save lives that may be lost to overdose.

Mahmood Modha representing Jackson County Library Services explained that the library system is very happy to be able to provide these boxes at all 15 library locations. Provided statistics for overdoses in Jackson County.

V. PUBLIC COMMENTS - None

VI. CONSENT AGENDA

| | |
|------------------|---|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Melody Thueson, Ward III |
| SECONDER: | Taneeza Browning, Ward IV |
| AYES: | Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons |

- A. **Approval of April 22, 2021 City Council Minutes**
- B. **Police Week Proclamation**

VII. BUSINESS

A. 1416 : Proclamation of 2020 Employee Recognition

City Manager Chris Clayton presented the proclamation recognizing the 2020 Employees who won awards for their contributions to the City:

Employee of the Year - William Hetrick, Information Technology Specialist

Manager of the Year - Derek Zwagerman, Building Division Manager

Rick Bartlett Safety Leadership - Desiree Badizadegan, Police Support Specialist

Team Work Award - Human Resources

Growth and Achievement Awards - Officer Joe Vargas, Kenny Parent, Justin Gindlesperger

Public Works Leadership Award - Josh DeHaan, Sr. Utility Worker

Public Works Customer Service Award - Cyndi Weeks, Account Clerk

Police Life Saving Award - Corporal Duston Fender, Officer Tyler Aplin, SRO Heather Ashwill, Officer Cameron Cunningham, and Officer Cassidy Walters

Police Alameda Fire Recognition - Captain Scott Logue, Detective Josh Abbott, Detective Jarod Pomeroy, and Officer Lou Fulmer

The City extends its sincere thanks to those listed above and all of the City employees for their dedication and commitment to Central Point and our community.

| | |
|----------------|----------------------------|
| RESULT: | FOR DISCUSSION ONLY |
|----------------|----------------------------|

VIII. PUBLIC HEARING

A. **First Reading - Ordinance Vacating a Public Utility Easement over the Portion of the Former Public Alley and Amy Street vacated by Ordinance No. 1837 on August 14, 2003 Per ORS 271.130**

City Manager Chris Clayton read the legislative pre-hearing statement. There were no conflicts of interest stated by the Council.

City Attorney Sydnee Dreyer explained the city vacated unimproved portions of Ash and Amy Streets in 2003 for the purpose of installation, maintenance, repair and replacement of utilities. The city received approval to construct a new Public Works facility in the area. The easement is no longer needed for public purposes, and conflicts with the location of the new facility. The city provided notice of the vacation by publication in the local newspaper, and posting on the property. The proposed vacation will not substantially affect the market value of the surrounding property.

Mayor Williams opened the public hearing. No one came forward and the public hearing was closed.

Michael Parsons moved to second reading an Ordinance vacating the public easement over the portion of the former public alley and Amy Street vacated by Ordinance No. 1837 on August 14, 2003 per ORS 271.130.

| | |
|------------------|--|
| RESULT: | 1ST READING [UNANIMOUS] |
| | Next: 6/10/2021 7:00 PM |
| MOVER: | Michael Parsons, At Large |
| SECONDER: | Kelley Johnson, Ward II |
| AYES: | Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons |

IX. ORDINANCES, AND RESOLUTIONS

A. Resolution Authorizing Partial Termination of Easement

Mrs. Dreyer stated in order to construct the Public Works facility at Ash and S. Haskell Street a portion of a 10-foot waterline easement needs to be terminated. A portion of this waterline easement extends across the property and conflicts with the location of the new facility. The waterline easement will be relocated and the old waterline that is currently being removed.

Kelley Johnson moved to approve Resolution 1663, of the City Council of the City of Central Point authorizing the release and termination of a portion of a 10-foot wide waterline easement created by Partition No. P-72-2007.

| | |
|------------------|--|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Kelley Johnson, Ward II |
| SECONDER: | Taneeea Browning, Ward IV |
| AYES: | Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons |

B. Resolution No. _____ Ratifying the General Services Collective Bargaining Agreement and Authorizing the Mayor and City Manager to sign the Agreement

Human Resource Director Elizabeth Simas presented the General Services Collective Bargaining Agreement through June 30, 2025. The bargaining unit ratified the agreement on May 13, 2021. She explained the proposed salary increases; health insurance costs to the employees and PFMLI. Contract changes include the definition of a part-time employee without benefits; requires employees to give additional notice time when requesting flex-time, compensatory time off, and scheduled appointments. Allows changes to permit employees to use the federal GSA website for meals when traveling for City business, includes Central Point recreation programs in the City's fitness reimbursement program and retains City's authority to determine which programs it will reimburse.

Melody Thueson moved to approve Resolution 1664, A Resolution Ratifying the General Services Collective Bargaining Agreement.

Minutes Acceptance: Minutes of May 27, 2021 7:00 PM (CONSENT AGENDA)

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|------------------|--|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Melody Thueson, Ward III |
| SECONDER: | Kelley Johnson, Ward II |
| AYES: | Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons |

C. Resolution No. _____, A Resolution Approving the Revised Management Compensation Plan and July 1, 2021 - June 30, 2022 Classification Pay Plan

Mrs. Simas explained the few changes to the Management Compensation Plan are in regards to First Tier Managers; Part Time employees; Health Insurance, and Holidays. We have also included a new title of Construction Services Supervisor.

She explained the pay structure for the Classification Pay Plan. Part A of the plan is for General Service Bargaining Unit showing a 1.7% salary increase effective January 1, 2022. Part B of the Pay Plan is the Police Bargaining Unit showing a 3.5% salary increase as negotiated in their contract for July 1, 2021. Part C of the Pay Plan is for management, is updated to reflect the minimum and maximum of the Human Resources Assistant and addition of the Construction Services Supervisor.

Melody Thueson moved to approve Resolution No. 1665, A Resolution Approving the Revised Management Compensation Plan and July 1, 2021 - June 30, 2022 Classification Pay Plan.

| | |
|------------------|--|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Melody Thueson, Ward III |
| SECONDER: | Rob Hernandez, At Large |
| AYES: | Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons |

X. MAYOR'S REPORT

Mayor Williams reported that he:

- Attended the Budget Committee meetings.
- Attended the Central Point Chamber meeting sponsored by the Parks and Recreation Department.
- Attended a Fair board meeting. They are planning the Rodeo for September and talked about the 4th of July Fireworks.
- Attended a Main Street Mayor's zoom meeting.

XI. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- City Hall is now open to the public from 9:00 a.m. to 3:30 p.m. He has been meeting with other cities and they are still doing virtual meetings. We hope to go back to in person meetings towards the end of June. He is hoping that the Governor will begin relaxing COVID restrictions by that time.

- Staff is concerned about the prevailing wage legislation approved by the state. This will increase the cost of projects across the state.
- He is setting up a tour of the Urban Campground for June 11th at 3 p.m.
- The Medford Water Commission will be allowing us to tap into their water line along the greenway to install fire hydrants.
- Staff will be meeting with School District No. 6 to discuss a land swap.
- The 4th of July parade will be a little different this year. We have created a route that will take it through neighborhoods on the west side of I-5.
- The Grange Hall on Pine Street may be coming up for sale. The city will be looking into purchasing the property for the Urban Renewal Agency.

XII. COUNCIL REPORTS

Council Member Michael Parsons reported that:

- He attended the local Public Safety Coordinating Council meeting. He was introduced and welcomed as a citizen observer by Eric Guyer, Director of Jackson County Community Justice; Chair of Public Safety Coordinating Council. Jasmine Ramirez the Public Safety Coordinating Council Coordinator; Jennifer Lund, CEO of Jackson Care Connect, and Julia Jackson, Director of Behavioral Health, Jackson Care Connect, made presentations.
- He attended the Rogue Valley Sewer Service Budget Meeting as a committee member. Despite the challenges of the pandemic and the devastation of the Almeda wildfires in Phoenix and Talent the district remains well positioned thanks to Carl Tappert and his staff at RVSS.
- He attended the Central Point Budget Committee meetings.
- He attended a “Rethinking Homelessness” Webinar. The speakers were the Director of the U.S. Interagency Council on Homelessness, and officials of the U.S. Department of Housing and Urban Development.
- He attended a Central Point Little League Softball game and Traeger Auction. He spoke with many citizens, checked out the property, and will be proud that the City will be upgrading the facilities.
- He attended the Study Session in April.
- He attended the RVSS Board meeting.
- He attended the Parks and Recreation Commission meeting.

- He attended a second Local Public Safety Coordinating Council Meeting. Medford Deputy City Attorney Eric Milton was the opening primary speaker. Discussed was Martin vs. Boise and Blake vs Grants Pass- the ramifications of those decisions and how the city of Medford is proceeding in their process of enforcing the Greenway Ordinance. There was a presentation by Medford Police Chief Clauson which addressed a "what now" position, and a overwhelming presentation by Jeff Brown, who is a Men's Treatment Councilor, with the Addictions Recovery Center, who lived the life of an addict for many years. He found recovery, went on to College, he's now degreed, and has gone on to help literally hundreds who were in his shoes in prior years and helped them in their battles to overcome addiction. His story is a truly overwhelming story of success.

Council Member Rob Hernandez, and Council Member Melody Thueson reported that they attended the Central Point Budget Committee meetings.

Council Member Tanea Browning reported that she attended:

- The LOC Spring Conference.
- The Chamber Greeters.
- several LOC Business Meetings. They are working on a game plan for next year to make events regional so they can include more cities.
- the Family Nurturing Center meeting.
- the Central Point Budget Committee meetings.

Council Member Kelley Johnson reported that she attended:

- The Central Point Chamber meeting.
- The Central Point Budget Committee meetings.
- The RVCOG Board meetings.

Council Member Neil Olsen reported that he:

- attended the Central Point Geocache Challenge.
- Attended the Central Point Budget Committee meetings.
- Responded to a letter received from Allen Broderick suggesting the city make a political statement by opposing public health measures in place to combat the COVID pandemic. Mr. Olsen stated that weighing the options between economic issues and the health of our citizens should not be used as a political statement.

XIII. DEPARTMENT REPORTS

Police Chief Kris Allison reported that:

- The Department has a new hire as of last week. This is a lateral hire.

- There will be DARE Graduations, but we are not sure if we will be able to invite Council members to attend this year.

Parks and Public Works Director Matt Samitore reported that:

- Costs for the operations center are going up. We are delaying most of our projects because of the increase in costs.
- The city and chamber are planning on a Fourth of July event at Pfaff Park this year.
- There will be a Made in Southern Oregon event in June.
- There will be a Jackson County fair this year.

City Attorney Sydnee Dryer updated the Council on the Medford camping ordinance. As expected there has been legal action filed in Federal Court.

City Manager Chris Clayton reported for:

- Finance Department. They have been attending webinars regarding the Treasury Guidance on the American Rescue Plan.
- Planning Department. We expect to receive plans for a Grocery Outlet in the next couple weeks.

IT Director Jason Richmond reported that they have been experimenting with solar power video cameras in the parks. We will have remote access to them.

Human Resource Director Elizabeth Simas reminded the Council of Tom Humphreys retirement party.

XIV. ADJOURNMENT

Neil Olsen moved to Adjourn at 8:35 p.m.

The foregoing minutes of the May 27, 2021, Council meeting were approved by the City Council at its meeting of _____, 2021.

Dated:

Mayor Hank Williams

ATTEST:

Minutes Acceptance: Minutes of May 27, 2021 7:00 PM (CONSENT AGENDA)

City Recorder



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

ISSUE SUMMARY

TO: City Council **DEPARTMENT:**
Human Resources

FROM: Elizabeth Simas, Human Resources Director

MEETING DATE: June 10, 2021

SUBJECT: Resolution No. _____, A Revised Resolution Extending Workers Compensation Coverage to Volunteers of the City of Central Point

ACTION REQUIRED: **RECOMMENDATION:**

BACKGROUND/HISTORY:

ORS 656.031 allows public entities, by resolution, to elect workers' compensation coverage for volunteer workers. City County Insurance, in partnership with SAIF Corporation, the City's workers' compensation insurance carrier, requires that the City pass such a resolution annually. This resolution continues the current practice of providing workers' compensation coverage for city volunteers, with the exception of special events volunteers who are covered under a separate accident policy.

The 2021-2022 resolution includes those who volunteer on a regular basis such as committee members, the council, Police volunteers, and other various program areas.

FISCAL IMPACT:

Worker's comp coverage for volunteers accounts for a small portion of the city's total worker's comp premium.

RECOMMENDATION:

Approve Resolution _____, A Resolution Extending Workers Compensation Coverage to Volunteers of the City of Central Point.

ATTACHMENTS:

1. WC Volunteer Resolution

Resolution No.: _____

**A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE
TO VOLUNTEERS OF THE CITY OF CENTRAL POINT**

RECITALS:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers.

Therefore, the City of Central Point resolves as follows:

Workers' compensation will be provided to the following classes of volunteers listed in this resolution, noted on CIS/SAIF payroll schedule, and verified at audit:

1. Public Safety Volunteers

An assumed monthly wage of \$800 per month will be used for public safety volunteers in the following volunteer positions:

- Police Reserve Officers
- Volunteers in Police Services (VIPS)
- Police Explorers
- CERT (Community Emergency Response Team)

2. Volunteer boards, commissions, and councils for the performance of administrative duties.

An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission, or council for the performance of administrative duties. The covered bodies are (list each body):

- City Council
- Planning Commission
- Parks Commission
- Citizen's Advisory Commission (CAC)
- Budget Committee

3. Manual labor by elected officials.

An assumed monthly wage of \$800 per month will be used for public officials for the performance of non-administrative duties other than those covered in paragraph 2 above.

Attachment: WC Volunteer Resolution (1418 : Worker's Compensation Coverage for Volunteers)

4. **Non-public safety volunteers**

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. CIS/SAIF will assign the appropriate classification code according to the type of volunteer work being performed.

- Parks and Recreation – *excluding “Special Events” covered under a separate accident policy.*
- Public Works
- Other: Clerical

5. **Public Events - Non-applicable**

Volunteers participating in City-sponsored special events will be covered under a separate accident policy and are not covered under this resolution.

6. **Community Service Volunteers/Inmates - Non-applicable**

7. **Other Volunteers**

Volunteer exposures not addressed here will have workers’ compensation coverage if, prior to the onset of the work provided that City of Central Point

- a. Provides at least two weeks’ advance written notice to CIS/SAIF underwriting requesting the coverage
- b. CIS/SAIF approves the coverage and date of coverage
- c. CIS/SAIF provides written confirmation of coverage

City of Central Point agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service, and hours of service and make them available at the time of a claim or audit to verify coverage.

Now, therefore, be it resolved by City of Central Point to provide workers’ compensation coverage as indicated above.

Passed by the Council and signed by me in authentication of its passage this _____ day of June, 2021.

Mayor Hank Williams

ATTEST:

Deanna Casey, City Recorder

Attachment: WC Volunteer Resolution (1418 : Worker's Compensation Coverage for Volunteers)



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:** Public Works

FROM: Dave Jacob, Park Planner

MEETING DATE: June 10, 2021

SUBJECT: Resolution No. _____, A Resolution of the City of Central Point Increasing the Park Maintenance Fee Effective July 1, 2021

ACTION REQUIRED: Resolution **RECOMMENDATION:** Approval

BACKGROUND INFORMATION:

The City hired FCS Group, Inc. to study all of the City's fees in 2020. The results focused on each fee's health and stability and asked specific questions on each fund. The Parks Maintenance Fee question was how much additional revenue is needed to support the Central Point Cemetery, the Bear Creek Greenway, and the Community Center.

The Council held a study session in March to review options. Council decided to delay the discussion on the Community Center until this fall to verify whether the project would move forward or not. Council was presented with information on funding options for the Cemetery and Greenway. The preferred choice was to increase the fee by a total of \$0.85. \$0.25 would go to the Cemetery and \$0.60 to the Greenway. Staff would analyze these rates annually.

City staff is currently distributing a community survey asking residents if they support (\$1.00 per month) maintenance and long-term improvements to the Bear Creek Greenway. Staff agrees that it will be important for Council to incorporate community survey results/input into its final decision-making regarding long-term improvements to the Greenway. However, basic maintenance, which prevents a reoccurrence of wildfire, should be based on public safety standards alone.

The fee was approved previously but had an error in the Resolution, referencing the street utility fee. The amended Resolution corrects that error.

FINANCIAL ANALYSIS:

City/Public Works staff has prepared an update to the City Parks Fee. The increase is split based on the new maintenance of the Central Point Cemetery and the Bear Creek Greenway from Pine to the Table Rock overpass and Upton to the City-owned property's edge.

After our meeting, we verified the information and determined an error in the consultant's base

information. The numbers presented to Council were based on the misconception that for every \$1.00 in the rate, it generated \$100,000 annually. The actual number is \$88,000. The adjustment below reflects the corrected numbers.

Rates Analysis:

| | | |
|-----------------|-----------|-------------|
| Proposed | | |
| Parks | \$ | 1.00 |
| Greenway | \$ | 0.60 |
| Cemetery | \$ | 0.25 |
| | | |
| | | |
| Total | \$ | 1.85 |

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.

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

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

RECOMMENDED MOTION: I move to approve Resolution. ___ a Resolution of the City of Central Point Adjusting the Parks Maintenance Fee effective July 1, 2021.

ATTACHMENTS:

1. Resolution setting park maintenance fees

RESOLUTION NO. _____

A RESOLUTION TO REPEAL AND REPLACE RESOLUTION 1660 INCREASING THE PARK MAINTENANCE FEE

Recitals:

- A. Resolution 1660 had a clerical error referencing the street utility fee in section 1. To clarify the increase was to the park maintenance fee that resolution needs to be repealed and replaced with the correct language.
- B. In 2015, the City Council adopted Ordinance 2008 setting a park utility fee.
- C. The City needs additional revenue to offset costs for maintaining the Bear Creek Greenway and the Central Point Cemetery.
- D. The current equivalent service unit is \$1.00 per unit for residential and commercial.
- E. Additional revenues generated by this increase would be used to maintain the burned section of the Bear Creek Greenway from E. Pine to the Table Rock Overpass and the Boes Park Area and Central Point Cemetery.

The City of Central Point Resolves as follows:

Section 1. Increase the park maintenance fee from \$1.00 per unit for residential and commercial rates. The rates will increase by a total of \$.85 on June 1, 2021. Of the increase, \$0.60 would be for the Bear Creek Greenway and \$0.25 for the Central Point Cemetery.

Section 2. The proposed Park Maintenance fees will be retroactive to June 1, 2021.

Section 3. The City Recorder is authorized to correct any cross references and any typographical or clerical errors.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2021.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Resolution setting park maintenance fees (1422 : 2021 Parks Fee Adjustments - correction)



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

ISSUE SUMMARY

| | | | |
|-------------------------|---|------------------------|---------------|
| TO: | City Council | DEPARTMENT: | City Attorney |
| FROM: | Sydnee Dreyer, City Attorney | | |
| MEETING DATE: | June 10, 2021 | | |
| SUBJECT: | Ordinance No. _____, Ordinance Vacating a Public Utility Easement over the Portion of the Former Public Alley and Amy Street vacated by Ordinance No. 1837 on August 14, 2003 Per ORS 271.130 | | |
| ACTION REQUIRED: | Public Hearing Ordinance 2nd Reading | RECOMMENDATION: | Approval |

BACKGROUND INFORMATION:

In 2003 the City Council vacated certain unimproved portions of Ash and Amy Streets, Chicory Lane and a Public Alley, and reserved to the City of Central Point, all applicable public contracting agencies, and contracting cable television companies, an easement over the vacated street and alleys for purposes of installation, maintenance, repair and replacement of utilities and cable vision facilities by Ordinance No. 1837 (the "Easement").

The City received approval to construct a new Public Works facility to be located on Parcel 1 of Partition Plat No. P-72-2007, recorded in Volume 18 at Page 75 of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 19847 in the Office of the Jackson County Surveyor, and a portion of Parcel 2 of Partition Plat No. P-33-2016, recorded in Volume 27 at Page 33, of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 22068, in the Office of the Jackson County Surveyor.

Pursuant to ORS 271.130, on April 22, 2021, the City Council initiated the vacation of the twenty-foot-wide public utility easement over the portion of the public alley and Amy Street previously vacated by Ordinance No. 1837, on its own motion, per Resolution 1409 and set the proposed vacation of the Easement for public hearing. Staff recommends vacation of the Easement based on the following recommended findings:

- A. The Easement is no longer needed for public purposes, and conflicts with the location of the new public works facility. The City will provide public utility easements as necessary to serve the property or any adjacent properties as appropriate.
- B. The Council conducted a public hearing on the proposed vacation on May 27, 2021.
- C. The City provided notice of the proposed vacation by publication in the Medford
- D. Mail Tribune, a newspaper of general circulation published in Jackson County, Oregon. Notice was published once per week for two consecutive weeks with the first publication on May 13,

2021 and the second publication on May 20, 2021.

- E. Said notice provided, among other things, that a public hearing before the
- F. City Council concerning the proposed vacation would be held on May 27, 2021 in the
- G. City Council Chambers in Central Point, Oregon, which was the time and place when objections to such proposed vacation would be considered and heard.
- H. The City Council convened at the time and place specified in the public notices and no objections were made to said vacation.
- I. On April 28, 2021, the City posted at or near each end of the portions of land proposed to be vacated, a copy of the notice provided for in ORS 271.
- J. The proposed vacation will not substantially affect the market value of the property owners the public utility easement to be vacated.
- K. Vacation of the public utility easement is in the public interest.
- L. The City recording officer has filed a certificate verifying that all liens and taxes have been paid on the easement land to be vacated.

LEGAL ANALYSIS:

The City may vacate a public utility easement following a duly noticed public hearing and compliance with ORS Chapter 271.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION:

Approve the vacation and the Ordinance.

RECOMMENDED MOTION:

I move to approve Ordinance No. _____, vacating a public utility easement over the portion of the former public alley and Amy street vacated by Ordinance No. 1837 on August 14, 2003 per ORS 271.130 to second reading.

ATTACHMENTS:

1. Ord Vacating Easement Initiated by City - PW Facility

ORDINANCE NO. _____

AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT OVER THE PORTION OF THE FORMER PUBLIC ALLEY AND AMY STREET VACATED BY ORDINANCE NO. 1837 ON AUGUST 14, 2003 PER ORS 271.130

RECITALS:

- A. WHEREAS, in 2003 the City Council vacated certain unimproved portions of Ash and Amy Streets, Chicory Lane and a Public Alley, and reserved to the City of Central Point, all applicable public contracting agencies, and contracting cable television companies, an easement over the vacated street and alleys for purposes of installation, maintenance, repair and replacement of utilities and cable vision facilities by Ordinance No. 1837 (the "Easement").
- B. WHEREAS, the City received approval to construct a new Public Works facility to be located on Parcel 1 of Partition Plat No. P-72-2007, recorded in Volume 18 at Page 75 of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 19847 in the Office of the Jackson County Surveyor, and a portion of Parcel 2 of Partition Plat No. P-33-2016, recorded in Volume 27 at Page 33, of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 22068, in the Office of the Jackson County Surveyor.
- C. WHEREAS, Oregon Revised Statutes (ORS) Chapter 271 provides for the vacation of public street rights-of-way by the City's own motion.
- D. WHEREAS, pursuant to ORS 271.130, on April 22, 2021, the City Council initiated the vacation of the twenty-foot-wide public utility easement over the portion of the public alley and Amy Street vacated by Ordinance No. 1837, on its own motion, per Resolution 1409 and set the proposed vacation for public hearing.
- E. WHEREAS, on May 27, 2021 the City Council conducted a duly advertised public hearing in which the Council considered all evidence in favor or opposed to the proposed vacation.
- F. WHEREAS, the City Recording Officer has filed in the Official City Record a certificate verifying that all liens and taxes have been paid on the lands to be vacated.

Now, therefore:

THE PEOPLE OF THE CITY OF CENTRAL POINT, OREGON DO ORDAIN AS FOLLOWS:

SECTION 1. In accordance with ORS 271.130 the City Council makes the following findings:

Attachment: Ord Vacating Easement Initiated by City - PW Facility (1419 : First Reading Ordinance Vacating a PUE - Former Public Alley & Amy

- A. That the public utility easement is no longer needed for public purposes, and conflicts with the location of the new public works facility.
- B. The Council reviewed the staff’s agenda report with findings; conducted a public hearing on the proposed vacation on May 27, 2021 and found the vacation of the public utility easement to be in the public interest.
- C. The City provided notice of the proposed vacation by publication in the Medford Mail Tribune, a newspaper of general circulation published in Jackson County, Oregon. Notice was published once per week for two consecutive weeks with the first publication on May 13, 2021 and the second publication on May 20, 2021.
- D. Said notice provided, among other things, that a virtual public hearing before the City Council concerning the proposed vacation would be held on May 27, 2021 in the City Council Chambers in Central Point, Oregon, which was the time and place when objections to such proposed vacation would be considered and heard.
- E. The City Council convened at the time and place specified in the public notices and no objections were made to said vacation.
- F. On _____, 2021, the City posted at or near each end of the portions of land proposed to be vacated, a copy of the notice provided for in ORS 271.
- G. The Council determined that the proposed vacation would not substantially affect the market value of the property owners the public utility easement to be vacated.
- H. Vacation of the public utility easement will be in the public interest.
- I. The City recording officer has filed a certificate verifying that all liens and taxes have been paid on the easement land to be vacated.

SECTION 2. The Easement described in Exhibit “A” attached hereto and by the reference incorporated herein is hereby vacated pursuant to ORS 271.130.

SECTION 3. The City Manager is directed to record certified true copies of this ordinance in the office of the County Clerk of Jackson County, Oregon, and with the County Assessor and County Surveyor of Jackson County, Oregon.

SECTION 4. For purposes of this vacation, this Ordinance shall be effective upon completion of the conditions provided herein.

PASSED by the Council and signed by me in authentication of its passage this 10th day of June 2021.

Mayor Hank Williams

ATTEST:

City Recorder

EXHIBIT " A "

**EASEMENT VACATION
DESCRIPTION SHEET
37 2W 10AD, TAX LOTS 700 & 798**

That certain 20-foot-wide utility easement over the portion of the public alley and Amy Street vacated by Ordinance No. 1837, passed by City Council on August 14, 2003, and recorded as Instrument Number 03-60976, of the Official Records of Jackson County, Oregon, being located over a portion of Parcel 1 of Partition Plat No. P-72-2007, recorded in Volume 18 at Page 75 of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 19847 in the Office of the Jackson County Surveyor, and a portion of Parcel 2 of Partition Plat No. P-33-2016, recorded in Volume 27 at Page 33, of the Records of Partition Plats of Jackson County, Oregon, and filed as Survey Number 22068, in the Office of the Jackson County Surveyor. Said easement being located within Donation Land Claim No. 53 in the Southeast One-quarter of the Northeast One-quarter of Section 10, Township 37 South, Range 2 West of the Willamette Meridian, in the City of Central Point, Jackson County, Oregon.

Prepared By: Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Project Number: 09002-T-40

Date: April 14, 2021



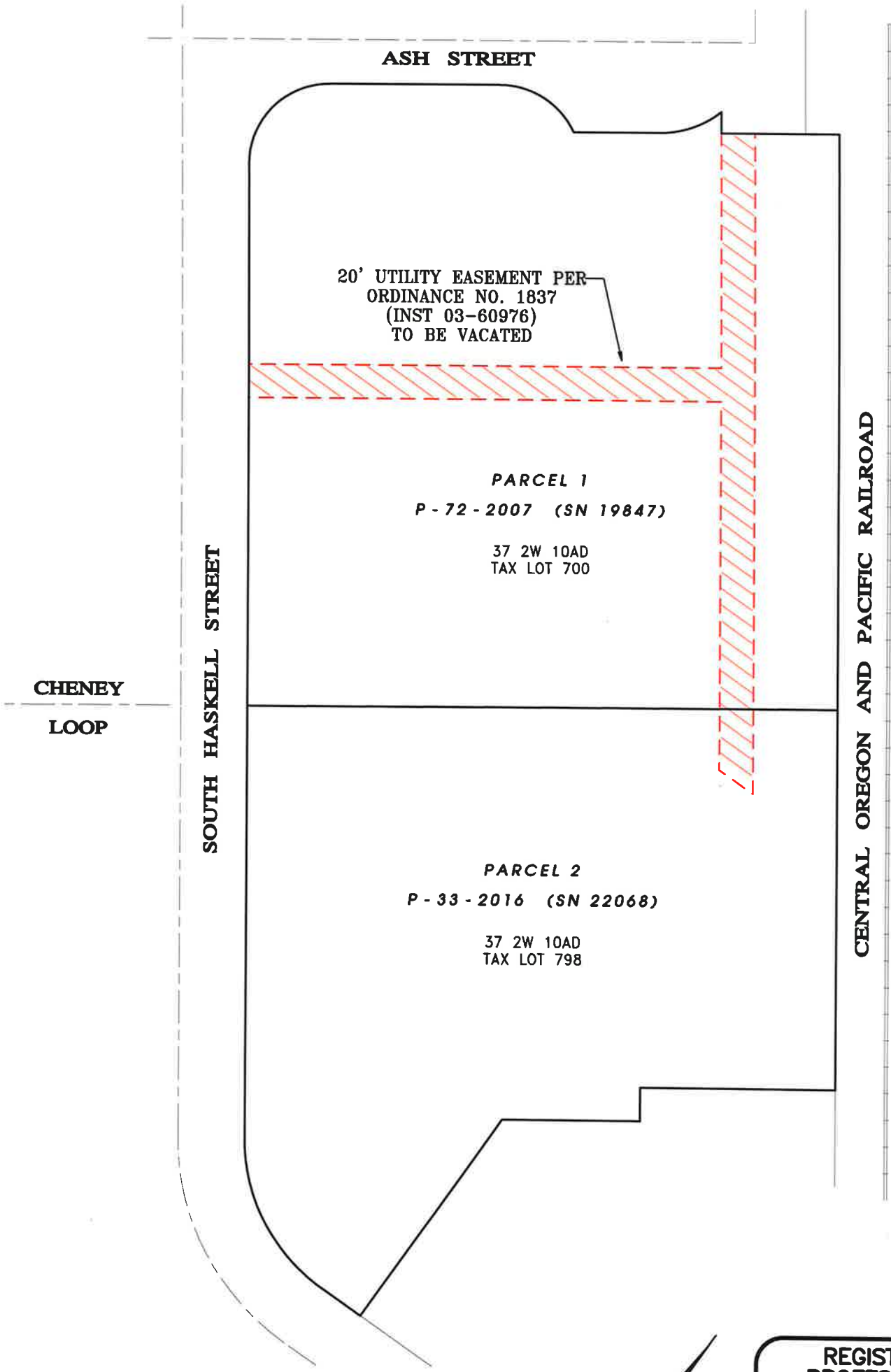
Robert V. Neathamer



RENEWAL: DEC. 31, 2022

Attachment: Ord Vacating Easement Initiated by City - PW Facility (1419 : First Reading Ordinance Vacating a PUE - Former Public Alley & Amy Street)

EXHIBIT "B"



20' UTILITY EASEMENT PER ORDINANCE NO. 1837 (INST 03-60976) TO BE VACATED

PARCEL 1
P - 72 - 2007 (SN 19847)
37 2W 10AD
TAX LOT 700

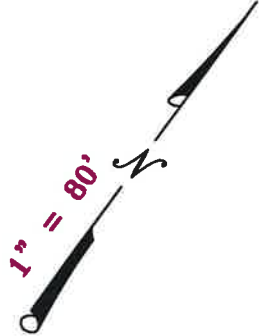
PARCEL 2
P - 33 - 2016 (SN 22068)
37 2W 10AD
TAX LOT 798

CHENEY LOOP

SOUTH HASKELL STREET

ASH STREET

CENTRAL OREGON AND PACIFIC RAILROAD



REGISTERED PROFESSIONAL LAND SURVEYOR

Phut V. Neatham

OREGON
JULY 9, 2001
CAEL E. NEATHAMER
56545

Renewal Date 12/31/22

Attachment: Ord Vacating Easement Initiated by City - PW Facility (1419 : First Reading Ordinance Vacating a PUE - Former Public Alley & Amy Street)



City of Central Point Staff Report to Council

ISSUE SUMMARY

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

FROM: Stephanie Holtey, Planning Director

MEETING DATE: June 10, 2021

SUBJECT: First Reading - An Ordinance Adopting Revisions to the Urban Growth Boundary Amendment to Align the City and County's Findings of Fact, Conclusions of Law and Record of Proceedings

ACTION REQUIRED: Ordinance 1st Reading **RECOMMENDATION:** None Forwarded

BACKGROUND INFORMATION:

To finalize the City's Urban Growth Boundary Amendment (UGB), both the City and the County are required to adopt ordinances that are mutually supportive. The City adopted Ordinance No. 2073 on March 25, 2021 and on May 12, the Board County Commissioner's adopted Ordinance No. 2021-1. Although the ordinances adopt the same boundary location, acreage and Urban Growth Boundary Management Agreement (UGBMA) revisions, the City's record does not include the County's Ordinance or the evidence and testimony received outside the City's process.

To address this discrepancy, staff proposes the Council approve an ordinance that adopts and incorporates the Board of Commissioner's Ordinance No. 2021-1 and record of proceedings in its entirety and supplement City Council Ordinance No. 2073 with the same. The proposed revision does not result in any substantive changes to the UGB Amendment boundary, the UGBMA or any of the City's findings and conclusions. Rather, the proposed change amounts to housekeeping that aligns the record for clarity and consistency.

FINANCIAL ANALYSIS:

The proposed ordinance adopting and incorporating the County's Ordinance and record doesn't not incur any cost to the City beyond in-kind staff expense.

LEGAL ANALYSIS:

The City and County bear the burden of proof that the UGB Amendment satisfies applicable state, county and city regulations. The proposed ordinance aligns the City and County records, which provides a clear and consolidated exhibit schedule for UGB Amendment. Once the record is finalized, the Department of Land Conservation and Development will conduct its final review and acknowledgement process. It is anticipated that a complete and consistent record will aid this process.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Providing a clear record of proceedings supports the City Council's goal to complete the UGB Amendment and support managed growth in the City.

STAFF RECOMMENDATION:

Conduct a first reading of the ordinance and forward to a second reading without changes.

RECOMMENDED MOTION:

I move to forward the Ordinance adopting revisions to the Urban Growth Boundary Amendment to align the City and County findings of fact, conclusions of law and record of proceedings to a second reading.

ATTACHMENTS:

1. Draft Ordinance Clarifying and Aligning the Record
2. Board Ordinance No. 2021-1
3. County Exhibit Schedule

ORDINANCE NO. _____

AN ORDINANCE ADOPTING REVISIONS TO THE URBAN GROWTH BOUNDARY AMENDMENT TO ALIGN THE CITY AND COUNTY'S FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECORD OF PROCEEDINGS

Recitals:

- A. On March 25, 2021, the City of Central Point City Council approved Ordinance No. 2073 amending the Comprehensive Plan to add roughly 444 acres to the City's Urban Growth Boundary, designate general land use and revise the Urban Growth Boundary Management Agreement (UGBMA) with Jackson County. The approval was based on the Staff Report dated March 25, 2021, which included the proposed amendments, record of proceedings for the Central Point Planning Commission, and findings of fact and conclusions of law.
- B. The Board of County Commissioners held a properly advertised public hearing on April 14, 2021 to consider a major comprehensive plan amendment to amend the Central Point UGB and revise the UGBMA. Based on evidence and testimony submitted, including the record of proceedings for the JCPC, the Board of Commissioners by motion and vote approved the application.
- C. Following first and second readings of the ordinance on April 25, 2021 and May 12, 2021, the Board of County Commissioners voted 3-0 to adopt Ordinance No. 2020-1 approving the UGB amendment and revisions of the UGBMA.

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

Section 1. The City incorporates and adopts Jackson County Ordinance No. 2021-1 (Exhibit 1) and record of proceedings in its entirety as a supplement to the City's decision and record. Exhibit 1 and the County's exhibit schedule (Exhibit 2) are attached and incorporated herein.

Section 2. The City of Central Point and Jackson County by Ordinances 2073 and 2021-1 conclude that the City has met the burden of proof to expand its Urban Growth Boundary by approximately 444 acres in compliance with State, County and City regulations.

Attachment: Draft Ordinance Clarifying and Aligning the Record [Revision 2] (1427 : UGB Amendment Revision)

Section 3. 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 other word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder is authorized to correct any cross references and any typographical errors.

Section 4. 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 _____, 20____.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Draft Ordinance Clarifying and Aligning the Record [Revision 2] (1427 : UGB Amendment Revision)

Exhibit 1

BEFORE THE BOARD OF COMMISSIONERS**STATE OF OREGON, COUNTY OF JACKSON****ORDINANCE NO. 2021-1**

AN ORDINANCE APPROVING A MAJOR COMPREHENSIVE PLAN MAP AMENDMENT TO ADD APPROXIMATELY 444 ACRES TO THE CITY OF CENTRAL POINT URBAN GROWTH BOUNDARY (UGB) AS WELL AS A PROPOSED TEXT AMENDMENT TO THE URBAN GROWTH BOUNDARY MANAGEMENT AGREEMENT (UGBMA). FILE NO. 439-20-00009-LRP.

RECITALS:

1. Pursuant to Chapters 197 and 215 of the Oregon Revised Statutes, and in conformance with the Statewide Planning Goals, Jackson County's Comprehensive Plan and implementing ordinances have been acknowledged by the Oregon Land Conservation and Development Commission (LCDC).
2. On July 15, 2020 an application for a major comprehensive plan map amendment was submitted by Applicant, City of Central Point. The application was determined to be complete on December 16, 2020.
3. Notice of the proposed amendment was provided to the Department of Land Conservation and Development (DLCD) on December 29, 2020, 35 days prior to the first evidentiary hearing before the Jackson County Planning Commission (JCPC). A notice was published on Friday, January 22, 2021 in the Medford Mail Tribune that a first evidentiary hearing was scheduled before the JCPC on Tuesday, February 2, 2021 at 5:30PM in the City of Central Point Council Chambers, 140 S. Third St., Central Point, Oregon.
4. A first evidentiary public hearing was held on February 2, 2021 before the Jackson County Planning Commission in the City of Central Point Council Chambers and via a web conference. After considering the evidence and testimony submitted, the JCPC, by motion and vote, recommended that the Board of Commissioners (BoC) approve the application. The JCPC signed the Recommendation for Approval on February 3rd, 2021.
5. On April 14, 2021, the BoC held a properly advertised public hearing on the application. After considering the evidence and testimony submitted, including the record of the JCPC hearing, the BoC, by motion and vote, approved the application.

NOW, THEREFORE, the Board of County Commissioners of Jackson County ORDAIN as follows:

SECTION 1. FINDINGS OF FACT

Based on the evidence and arguments presented, the BoC makes the following findings of fact with respect to these proceedings. Where legal conflict arose, the Board has resolved them consistent with these findings:

- 1.1 The BoC finds that proper legal notice was provided to the applicant, affected property owners and affected agencies on March 23, 2021, for the first public hearing on this matter. Legal notice was published in the Sunday, April 4, 2021 edition of the Medford Mail Tribune.
- 1.2 The BoC finds that the JCPC's recommendations are based upon following proper procedures and are consistent with evidence and testimony in the record of proceedings. The BoC hereby adopts, as its own, the Findings of Fact contained in the JCPC Recommendation for Approval, contained in the record of these proceedings and attached as Exhibit "A".

SECTION 2. LEGAL FINDINGS

Based on the evidence and arguments presented, the BoC makes the following legal findings with respect to these proceedings. Where legal conflicts arose, the BoC has resolved them consistent with these findings:

- 2.1 The BoC hereby adopts, as its own, the Legal Findings contained in the JCPC Recommendation for Approval, contained in the record of these proceedings and attached as Exhibit "A".
- 2.2 The City of Central Point prepared the Urban Growth Boundary (UGB) amendment through a public process that involved multiple public hearings, study sessions, and open houses. The configuration of the UGB that was adopted by the Central Point City Council and the BoC is therefore the result of extensive deliberation and consensus building.
- 2.3 The UGB amendment was found to be consistent with and supportive of the City's adopted Comprehensive Plan including its Residential Buildable Lands Inventory Land Use Element, the Employment Buildable Lands Inventory Land Use Element, the Population Element, the Economic Element, the Parks and Recreation Element, and the Housing Element. It has been so determined by the BoC that the amended UGB will provide sufficient land to accommodate demand for housing, employment, parks and open space, and associated urban land uses.
- 2.4 The UGB amendment was found to comply with Statewide Planning Goals 1-14. Compliance with these goals is documented throughout the record.
- 2.5 The UGB amendment process began in 2017 with revisions to applicable elements of the City's comprehensive plan with the culmination of over 40 public hearings.

Through this process the City determined its 20-year land need. The City's "Location Analysis Report," contained in the record of these proceedings, illustrates the City's methodology for evaluating lands for possible inclusion into the proposed UGB amendment.

- 2.6 The UGB will only include lands previously designated as Urban Reserve Areas in the Regional Plan.
- 2.7 The UGB has been found to be consistent with the Regional Plan component of the City and County's Comprehensive Plan that was developed through more than 10 years of the Regional Problem Solving process. Central Point's UGB amendment has been found to comply with Regional Plan performance indicators as outlined in the Regional Plan Progress Report.
- 2.8 The text of the Urban Growth Boundary Management Agreement is amended to include two new provisions to be consistent with the Regional Plan.
- 2.9 Some parties in the form of letters or emails submitted concerns and questions to the record. The BOC finds that these concerns were comprehensively and persuasively addressed by the City before the Board during the public hearing. The Board finds that the City testimony supports approval of the proposed amendment.

SECTION 3. CONCLUSIONS

- 3.1 The BoC concludes that proper public notice was given.
- 3.2 The BoC hereby adopts, as its own, the Conclusions contained in the JCPC's Recommendation for Approval, contained in the record of these proceedings and attached as Exhibit "A"; Map depicting the amended Urban Growth Boundary boundary as Exhibit "B"; and text of the Urban Growth Boundary Management Agreement as Exhibit "C". These conclusions, supplemented with the above legal findings, demonstrate that the application complies with the applicable Statewide Planning Goals, Oregon Administrative Rules, the applicable policies in the Jackson County Comprehensive Plan, and the applicable sections of the Jackson County Land Development Ordinance.

SECTION 4. DECISION

- 4.1. Based on the record of the public hearing, the BoC hereby approves the requested Major Comprehensive Plan Map Amendment to add approximately 444 acres to the City of Central Point Urban Growth Boundary (UGB) as well as the proposed text amendment to the Urban Growth Boundary Management Agreement (UGBMA). File No. 439-20-00009-LRP.

#

#

ADOPTED this 12th day of May, 2021, at Medford, Oregon.

JACKSON COUNTY BOARD OF COMMISSIONERS

/s/ Rick Dyer
Rick Dyer, Chair

/s/ Dave Dotterer
Dave Dotterer, Commissioner

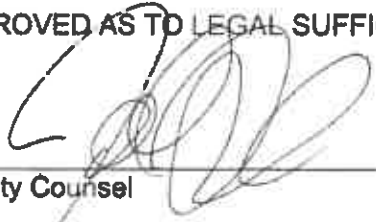
/s/ Colleen Roberts
Colleen Roberts, Commissioner

Due to the existing novel coronavirus (COVID-19) pandemic and the need to promote physical distancing, the Jackson County Board of Commissioners is conducting meetings through electronic and telephonic means. On January 5, 2021, the Board of Commissioners approved Order No. 1-21 authorizing the use of their electronic signatures on Ordinances, Orders, and other documents. Following the motion and roll call vote, Commissioner Dyer, Dotterer, and Roberts authorized the use of his/her electronic signature on this Ordinance No. 2021-1.

ATTEST:


By: Recording Secretary

APPROVED AS TO LEGAL SUFFICIENCY:


County Counsel

I:\ZONING\WP\Comp Planning\439-20-00009-LRP Central Point UGBA\BoC Review\439-20-00009-LRP_Ordinance Job Rev. 4.20.2021.docx

Attachment: Board Ordinance No. 2021-1 (1427 : UGB Amendment Revision)

BEFORE THE JACKSON COUNTY PLANNING COMMISSION
STATE OF OREGON, COUNTY OF JACKSON

IN THE MATTER OF A MAJOR COMPREHENSIVE)
PLAN MAP AMENDMENT TO ADD)
APPROXIMATELY 444 ACRES TO THE CITY OF)
CENTRAL POINT URBAN GROWTH BOUNDARY)
(UGB) LOCATED WITHIN PORTIONS OF URBAN)
RESERVE AREAS CP-2B, CP-3, CP-4D & CP-6A AS)
WELL AS A TEXT AMENDMENT TO THE URBAN)
GROWTH BOUNDARY MANAGEMENT)
AGREEMENT (UGBMA). FILE # 439-20-00009-LRP)

RECOMMENDATION
FOR APPROVAL

RECITALS:

1. Pursuant to Chapter 197 and 215 of the Oregon Revised Statutes, and in conformance with the Statewide Planning Goals, Jackson County's Comprehensive Plan (JCCP) and Land Development Ordinance (LDO) have been acknowledged by the Oregon Land Conservation and Development Commission (LCDC).
2. On July 15, 2020 an application for a major map amendment was submitted by the City of Central Point staff. The application was determined to be complete per LDO Section 2.6.3(C)(2) on December 16, 2020.

PROCEDURAL FINDINGS:

1. A notice of the proposed amendment was provided to DLCD on December 29, 2020, 35 days prior to the first evidentiary hearing. A legal notice was sent to affected agencies and property owners on January 13, 2021. A notice was published on Friday January 22, 2021 in the Medford Mail Tribune that a first evidentiary hearing was scheduled before the Jackson County Planning Commission & Central Point Planning Commission on Tuesday February 2, 2021 at 6:00 p.m. in the City of Central Point Council Chambers, 140 S. Third St., Central Point.
2. A public hearing was held on February 2, 2021 before the Jackson County Planning Commission in the City of Central Point Council Chambers and via a web conference. At this hearing, the Planning Commission deliberated to the decision reflected in this recommendation.

3. Now, therefore,

The Jackson County Planning Commission finds, concludes, and RECOMMENDS as follows:

SECTION 1. FINDINGS OF FACT:

Based upon the evidence and arguments presented, the Planning Commission makes the following findings of fact with respect to this application:

- 1.1 The Planning Commission finds that proper legal notice was sent to affected agencies and property owners on January 13, 2021. Legal notice was published in the Friday, January 22, 2021 edition of the Medford Mail Tribune.
- 1.2 The Planning Commission finds that a Staff Report was prepared for the initial public hearing.
- 1.3 The Planning Commission finds that a public hearing was held to consider the evidence on these matters on February 2, 2021.

SECTION 2. LEGAL FINDINGS:

- 2.1 To recommend approval of a major map amendment, the Planning Commission must find that the amendment is in conformance with Section 3.7 of the Land Development Ordinance as well as any applicable Oregon Revised Statutes, Oregon Administrative Rules and policies within the Jackson County Comprehensive Plan.
- 2.2 The Planning Commission adopts the findings in the Staff Report as a basis for this recommendation. These findings demonstrate that the application is in compliance with the applicable approval criteria.
- 2.3 The deliberations held on February 2, 2021 resulted in a motion to recommend approval of the application. The Planning Commission voted unanimously (5-0) in favor.

SECTION 3. CONCLUSIONS:

Based on the evidence and arguments included in the record, the Planning Commission concludes that the proposed amendment to the Jackson County Comprehensive Plan is justified and in compliance with the applicable provisions of the Jackson County Land Development Ordinance.

SECTION 4. RECOMMENDATION:

The Jackson County Planning Commission hereby recommends that the Board of Commissioners approve file 439-20-00009-LRP.

This recommendation for APPROVAL adopted this 3rd day of February, 2021, at Medford, Oregon.

JACKSON COUNTY PLANNING COMMISSION




Don Greens, Chair (M)



Tom Lavagnino, Commissioner (M)



Richard B. Thieroff, Commissioner (M)



Brad Bennington, Commissioner (M)
YES



John Elliott, Commissioner (M)

ATTEST:



Ted Zuk, Development Services Director

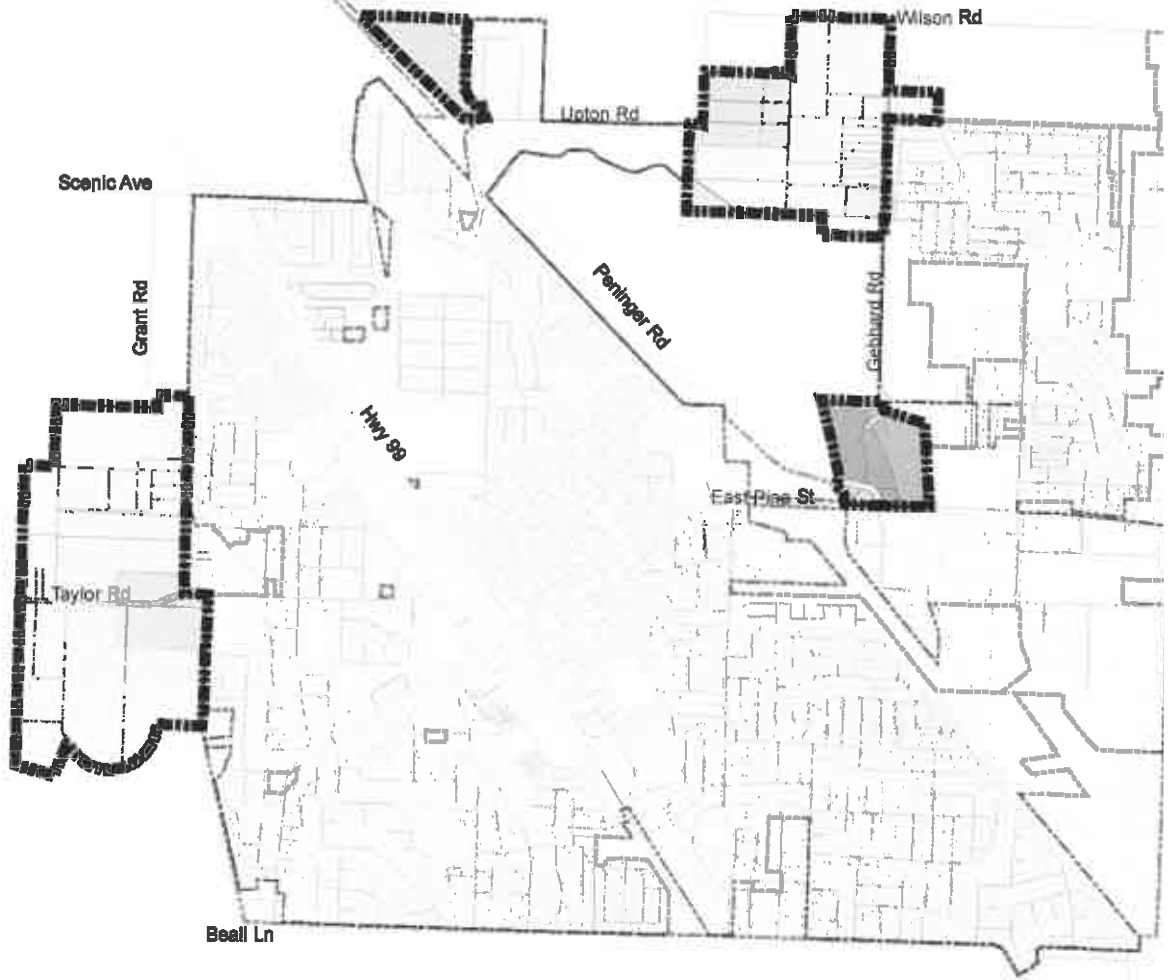
Document signed in counterpart

Attachment: Board Ordinance No. 2021-1 (1427 : UGB Amendment Revision)

EXHIBIT B



- Legend**
- Street Names
 - ▬ Proposed UGB Tax Lots
 - ▬ Proposed UGB Amendment
 - ▬ City Limits
 - ▬ Urban Growth Boundary
- Proposed CP-8A Land Use**
- High Residential
 - Medium Residential
 - Low Residential
 - Commercial
- Proposed CP-3 Land Use**
- General Commercial (GC)
 - Bear Creek Greenway (BCG)
 - Parks and Open Space (OS)
- Proposed CP-4D Land Use**
- Parks and OS
 - Residential Very Low
- Proposed CP-2B Land Use**
- High Residential
 - Medium Residential
 - Low Residential
 - Neighborhood Commercial
 - Civic
 - Parks & Open Space



Attachment: Board Ordinance No. 2021-1 (1427 : UGB Amendment Revision)



Central Point Urban Growth Boundary Amendment

Proposed Land Use General Land Use Plan Map

EXHIBIT C

**AGREEMENT BETWEEN THE CITY OF CENTRAL POINT, OREGON (CITY)
AND JACKSON COUNTY, OREGON (COUNTY)
FOR THE JOINT MANAGEMENT OF THE CENTRAL POINT URBAN
GROWTH BOUNDARY**

WHEREAS, under ORS 190.003 to 190.030, and 197.175, et seq. City and County are authorized to enter into intergovernmental agreements and are required to prepare and adopt Comprehensive Plans consistent with Statewide Planning Goals; and

WHEREAS, under ORS 197 - State Land Use Goal 14, Urbanization, the "Establishment and change of the boundary shall be a cooperative process between a city and the county or counties that surround it"; and

WHEREAS, City and County have adopted a Regional Plan which necessitates revisions to the previous agreement; and

WHEREAS, City and County recognize the importance of providing an orderly transition of urban services from County to City jurisdiction and administration as the Urban Reserve transitions from a rural to an urban character; and

WHEREAS, ORS 190.003, et seq. requires that an intergovernmental agreement relating to the performance of functions or activities by one unit of local government for another shall be adopted and shall specify the responsibilities between the parties;

NOW, THEREFORE, the City and County adopt the following urban growth policies which shall serve as the basis for decisions pertaining to development and land uses in the area between the City limits of Central Point and its urban-growth boundary, and other lands that are of mutual interest or are of significant importance to Central Point's long-range growth and development.

DEFINITIONS

1. **Area of Mutual Planning Concern:** A geographical area lying beyond the adopted urban growth boundary in which the City and County have an interest in terms of that area's types and levels of development, land uses, environment, agriculture, and other unique characteristics. The area is not subject to annexation within the current planning period but may be in the path of longer-range urban growth. Therefore, the City and County will fully coordinate land use activity within this area.
2. **BOC:** Jackson County Board of Commissioners.
3. **Comprehensive Plan:** State-acknowledged comprehensive plan adopted by City or County.

4. **Contract Annexation:** A process whereby the City, County, and other involved parties enter into a contract that permits:
 - A) The parties to administer urban land use regulations on the development of property following an annexation decision while the property remains under County jurisdiction; and
 - B) The City to annex property developed to City densities and uses, with the improvement to appear on the County tax rolls prior to the effective date of annexation, resulting in a greater benefit to the tax base of the community.
5. **Council:** City of Central Point City Council
6. **Develop:** To bring about growth or create new opportunities for growth; to cause the expansion of available lands; to extend public facilities or services; to construct, alter or expand a structure; to conduct a mining operation; to make a change in the use of appearance of land; to divide land into smaller parcels; to create or terminate rights of access, etc.
7. **LDO:** Jackson County's Land Development Ordinance.
8. **Non-Resource Land:** Land that is not subject to the statewide Goals listed in OAR 660-004-0010(1)(a) through (g) except subsections (c) and (d).
9. **Planning Services:** Legislative activities, such as adoption and amendment of comprehensive plan text and maps, adoption and amendment of land use regulations, and quasi-judicial processing of land use actions.
10. **Resource Land:** Land that is subject to the statewide Goals listed in OAR 660-004-0010(1)(a) through (g) except subsections (c) and (d).
11. **Subdivide or Partition Land:** The act of dividing the legal ownership of land into smaller units, as set forth in Oregon Revised Statutes 92.010.
12. **Urban/Public Facilities and Services:** Basic facilities that are planned for and provided by either the private or public sector, and are essential to the support of development in accordance with the City's Comprehensive Plan. Such facilities and services include, but are not limited to, police and fire protection, sanitary facilities, public water and storm drain facilities; planning, zoning, and subdivision controls; health services; recreation facilities and services; energy and communication services; and community governmental services including schools and transportation.
13. **Urban Growth Boundary:** A site specific line on the Official Plan and Zoning Map of Jackson County, which identifies and encompasses urban and urbanizable lands within the County, including:

A) **URBAN LAND:** Residential areas generally comprised of parcels smaller than one acre, or highly developed commercial and industrial areas which are within incorporated cities or which contain concentrations of persons who reside or work in the areas, including land adjacent to and outside cities, and which have supporting urban public facilities and services.

B) **URBANIZABLE LAND:** Areas within an officially adopted urban growth boundary which are needed for the expansion of that urban area, and which have been determined to be necessary and suitable for development as future urban land and which can be served with necessary urban public facilities and services.

14. **Urban Reserve Areas (URA):** Land outside of a UGB identified as highest priority (per ORS 197.298) for inclusion in the UGB when additional urbanizable land is needed in accordance with the requirements of Statewide Planning Goal 14.

INTENT AND PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is for City and County to:

- 1. Enhance long-range planning in the Urban Growth Boundary and the Urban Reserve.
- 2. Maintain and improve coordination and communication between City and County.
- 3. Develop consistent policies and procedures for managing urban growth and development within the Urban Growth Boundary.
- 4. Minimize impacts to property owners, local governments and service providers related to the transition of property from within the Urban Growth Boundary to within the City Limits.

URBAN GROWTH POLICIES

- 1. The City of Central Point shall have primary responsibility for all future urban level development that takes place within the City and urban growth boundary area. Additionally:
 - A) All urban level development shall conform to City standards, shall be consistent with the adopted City Comprehensive Plan, and shall meet all appropriate requirements of the City Zoning Ordinance and Map.

- B) The term "urban level development" shall be generally defined, for purposes of this agreement, as any commercial or industrial development, and any residential development, partitioning, or subdivision that creates actual or potential densities greater than allowed by the City's Residential Low-density District (R-L). The expansion or major alteration of legally existing commercial or industrial use shall also be considered urban level development.
 - C) Urban level development proposals submitted through County processes must be accompanied by a contract to annex to the City.
 - D) Prior to annexation of urbanizable lands, no land divisions shall be approved by the County which create lots less than forty (40) acres in size.
 - E) Prior to annexation of urbanizable lands, no property shall be rezoned. This restriction advances the purposes and policies of the Regional Plan to make more efficient use of urbanizable land.
2. A change in the use of urbanizable land from a use designated on the Jackson County Comprehensive Plan/Zoning Map to uses shown on the City Comprehensive Plan shall occur only upon annexation or contractual intent to annex to the City. Additionally:
- A) Development of land for uses designated in the Comprehensive Plan shall be encouraged on vacant or underdeveloped lands adjacent to or within the City limits prior to the conversion of other lands within the urban growth boundary.
 - B) Urban facilities and services must be adequate in condition and capacity to accommodate the additional level of growth, as allowed by the Comprehensive Plan, prior to or concurrent with the land use changes.
 - C) The City may initiate annexation and zone changes of lands outside the City limits and within the UGB that are under a County "Exclusive Farm Use" designation or otherwise enjoying farm-related tax incentives when such lands are needed for urban development.
3. City annexation shall only occur within the framework of the City's Comprehensive Plan and within the Urban Growth Boundary.
4. Except as provided in Policy 11 of this agreement, specific annexation decisions shall be governed by the City of Central Point. The City will provide opportunities for the County and all affected agencies to respond to pending requests for annexation with the response time limited to sixty days to minimize any unnecessary and costly delay in processing.

5. The establishment of the Urban Growth Boundary does not imply that all lands within the Boundary must be annexed to the City.
6. Jackson County shall retain jurisdiction over any land use decisions, other than annexations, within the unincorporated urbanizable area, in conformance with these adopted policies. Additionally:
 - A) The City shall be requested to respond to pending applications for land use changes in the unincorporated urbanizable area. If no response is received within fourteen days, the County will assume the City has no objections to the request
 - B) The City will request that the County respond to pending applications for land use changes within the incorporated area which could affect land under County jurisdiction. If no response is received within fourteen days, the City will assume the County has no objections to the request.
 - C) Recognizing that unincorporated areas within the Urban Growth Boundary could ultimately become part of Central Point, the City's recommendations will be given due consideration. It is the intent of the County to administer a mutually adopted City/County policy in the urbanizable area until such time as the area is annexed.
7. Lands in the vicinity of the Seven Oaks Interchange, as delineated on Map 1 attached, are considered unique because of the transportation facilities present. The I-5 Interchange Area Management Plan (IAMP) for Exit 35 addresses the unique characteristics of the area and recommendations from the plan will be incorporated into the City and County Comprehensive Plans. Portions of this area are in Central Point's Urban Reserve while the remainder is designated an *Area of Mutual Planning Concern* and shall be protected from premature development. Additionally:
 - A) The County shall ensure that the area remains in a rural character so that a priority is placed on urban development within the UGB, as planned.
 - B) The Seven Oaks Interchange Area of Mutual Planning Concern shall retain its present County Comprehensive Plan and Zoning Map designation, or similar "rural" designation, until such time as the area can be shown to be needed for the City's urbanization, in accordance with the seven urbanization factors of Statewide goal 14 and the provisions of this agreement that pertain to City-initiated comprehensive plan amendments.
8. Lands in the vicinity of and including Forest/Gibbon Acres west of Table Rock Road, as delineated on Map 2 attached, are considered remote to Central Point at this time. Although located outside of any Urban Reserve, this area is designated

an *Area of Mutual Planning Concern* and shall be protected from premature or more intense development. Additionally:

- A) The County shall ensure that the area remains in a rural character so that a priority is placed on urban development within the UGB and URAs, as planned.
 - B) The Forest/Gibbon Acres *Area of Mutual Planning Concern* shall retain its present County Comprehensive Plan and Zoning Map designation, or similar "rural" designation, until such time as the area can be shown to be needed for the City's urbanization or for inclusion in Medford or in White City should it incorporate. Inclusion in a planning area will occur in accordance with the seven urbanization factors of Statewide goal 14 and the provisions of this agreement that pertain to City-initiated comprehensive plan amendments.
9. Lands under the ownership of Jackson County between Gebhard Road and Interstate-5 north of Pine Street, including the Jackson County Expo (fairgrounds) and property in the ownership of Jackson County adjacent to the Expo as delineated on Map 3 attached, are designated an *Area of Mutual Planning Concern* and shall be protected from uncoordinated land use development. Additionally:
- A) The County shall ensure that all land use planning that occurs will be coordinated with the City so that a priority is placed on urban development within the UGB and URAs, as planned.
 - B) The Jackson County Expo *Area of Mutual Planning Concern* shall retain its present County Comprehensive Plan and Zoning Map designation, or designations unique to the fairground master plan, until such time as the area can be shown to be needed for the City's urbanization, in accordance with the seven urbanization factors of Statewide goal 14 and the provisions of this agreement that pertain to City-initiated comprehensive plan amendments.
 - C) During the first coordinated Periodic Review process for the Regional Plan, Jackson County shall consider including the land occupied by the Jackson County Expo to the City of Central Point Urban Reserve Area.
 - D) The impacts of County development upon City and Regional infrastructure shall be assessed and mitigated in order to obtain a mutually beneficial outcome to both entities.
10. Lands within the urbanizable area which currently support a farm use shall be encouraged, through zoning and appropriate tax incentives, to remain in that use for as long as is "economically feasible".

- A) "Economically feasible", as used in this policy, shall be interpreted to mean feasible from the standpoint of the property owner. Implementation of this policy will be done on a voluntary basis.
 - B) "Exclusive Farm" or other appropriate low-intensity rural zoning designation shall be applied to areas within the UGB by the County for the purpose of maintaining agricultural land uses and related tax incentives until such time as planned annexation and urban development occur.
 - C) "Suburban Residential" or other zoning designations that would permit non-agricultural land uses to develop prematurely could result in obstacles to future planned and coordinated growth and, therefore, should be restricted to only those areas that are already developed to such levels.
 - D) Agricultural zoning policies contained herein apply only to areas identified by the City or County as agricultural lands within the UGB, URA's or Seven Oaks Area of Mutual Planning Concern and shall not be used as a standard to review other land use applications within these areas.
11. The City and County acknowledge the importance of protecting agricultural lands. Therefore:
- A) While properties are in agricultural use, the City will apply the below standards when adjacent lands are proposed for urban residential development:
 - i. To mitigate the potential for vandalism, the development's design should incorporate the use of visible public or semipublic open space adjacent to the agricultural lands.
 - ii. To mitigate nuisances originating from agricultural noise, odors, irrigation run-off, and agricultural spray drift, the development's design should incorporate:
 - a. The use of landscaping and berms where a positive buffering benefit can be demonstrated.
 - b. The orientation of structures and fencing relative to usable exterior space such as patios, rear yards and courts, such that the potential impacts from spray drift, dust, odors, and noise intrusion are minimized.
 - c. The design and construction of all habitable buildings, including window and door locations, should be such that the potential impact of spray drift, noise, dust, and odors upon interior living/working areas will be minimized.

- d. Physical separation between agricultural lands and urban development shall be utilized to the greatest extent possible to minimize adverse impacts. Site design emphasizing the appropriate use of open space areas, streets, and areas not designed specifically for public recreation or assembly shall be considered.
 - B) The City and County mutually agree herewith that the buffering standards established by the Jackson County Regional Plan and adopted by the City of Central Point have or can and will be met, prior to annexation or urban development of lands.
 - C) The City and County mutually agree to involve affected Irrigation Districts prior to annexation or when contemplating urban development of lands.
- 12. The City, County, and other affected agencies shall coordinate the expansion and development of all urban facilities and services within the urbanization area. Additionally:
 - A) Provisions for urban facilities and services shall be planned in a manner limiting duplication in an effort to provide greater efficiency and economy of operation.
 - B) A single urban facility or service extended into the urbanizable area must be coordinated with the planned future development of all other facilities and services appropriate to that area, and shall be provided at levels necessary for expected uses, as designated in the City's Comprehensive Plan.
- 13. All County road construction and reconstruction resulting from new development, redevelopment, or land division, in the urbanizable area shall be to urban standards, except that the term "reconstruction" does not include normal road maintenance by the County.
- 14. Except for URAs, no other land or *non-municipal* improvements located outside the Urban Growth Boundary shall be permitted to connect to the water line serving Erickson unless it is first included in the Urban Growth Boundary or a "reasons" exception is taken to applicable Statewide Land Use Planning Goals which allows such connection. The owners of such benefited property must sign an irrevocable consent to annex to the City of Central Point.

AMENDMENTS AND CORRECTIONS TO THE URBAN GROWTH BOUNDARY

The procedure for joint City and County review and amendment of urban growth boundary and urbanization policies are established as follows:

MAJOR REVISIONS

Major revisions in boundary or policies will be considered amendments to both the City and County comprehensive plans and, as such, are subject to a legislative review process. A major revision shall include any boundary change that has widespread and significant impact beyond the immediate area, such as quantitative changes allowing for substantial changes in population or significant increases in resource impacts; qualitative changes in the land use itself, such as conversion of residential to industrial use, or spatial changes that affect large areas of many different ownerships. Any change in urbanization policies is considered a major revision.

Major revisions will be considered by the City and County at periodic intervals in accordance with the terms of the mutually adopted urban growth boundary agreements between the County and each municipal jurisdiction. It is the intent of the governing bodies to review the urban growth boundary and urbanization policies for consistency upon completion of the City and County Comprehensive Plans.

A request for major revision can be initiated only by the County or City governing bodies or their respective planning commissions. Individuals, groups, citizen advisory committees, and affected agencies may petition the County or appropriate City in accordance with the procedural guidelines adopted by the jurisdiction for initiating major legislative amendments. The party who seeks the revision shall be responsible for filing adequate written documentation with the City and County governing bodies. Final legislative action on major revision requests shall be based on the factors stated in each mutually adopted urban growth boundary agreement. Generally these are:

- A) Demonstrated need to accommodate unpredicted population trends, to satisfy urban housing needs, or to assure adequate employment opportunities;
- B) The orderly and economic provision of public facilities and services;
- C) Maximum efficiency of land uses within the current urbanizable area;
- D) Environmental, energy, economic and social consequences;
- E) Compatibility of the proposed change with other elements of the City and County comprehensive plans; and,
- F) The other statewide planning goals.

Major revision proposals shall be subject to a mutual City and County review and agreement process involving affected agencies, citizen advisory committees, and the general public. The review process has the following steps:

- A) CAC and planning commissions review and *make recommendations* to the City Council and Board of County Commissioners;
- B) Proposal mailed to the affected agencies and property owners; and,
- C) Proposal heard and acted upon by City Council and Board of County Commissioners.

MINOR BOUNDARY LINE ADJUSTMENTS

Minor adjustments to an urban growth boundary line may be considered subject to similar procedures used by the City and County in hearing zoning requests. A minor amendment is defined as focusing on specific individual properties and not having significant impacts beyond the immediate area of the change.

Application for a minor boundary line amendment can only be made by property owners, their authorized agents, or by a City or County governing body. Written applications for amendments may be filed in the office of the Jackson County Department of Planning and Development on forms prescribed by the County. The standards for processing an application are as indicated in the mutually adopted urban growth boundary agreement. Generally these are the same factors as for a major urban growth boundary amendment.

CORRECTION OF ERRORS

- A. An error is generally considered to be a cartographic mistake, or a misprint, omission, or duplication in the text. They are technical in nature and not the result of new information or changing attitudes or policies.
- B. If the City Council and Board of County Commissioners become aware of an error in the map(s) or text of this mutually-adopted urbanization program, both bodies may cause an immediate amendment to correct the error, after mutual agreement is reached.
- C. Corrections shall be made by ordinance, following a public hearing conducted by both governing bodies, but hearings before the planning commissions shall not be required when an amendment is intended specifically to correct an error.

REVIEW, AMENDMENT AND TERMINATION OF AGREEMENT

- A. This Agreement may be reviewed and amended at any time by mutual consent of both parties, after public hearings by the Council and the Board of Commissioners.
- B. Any modifications to this Agreement will be consistent with City and County comprehensive plans and state law.
- C. Staff from City and County will attempt to informally resolve any disputes regarding the terms, conditions, or meaning of this Agreement. For any disputes not resolved through this informal process, the Council and the BOC will meet jointly in an attempt to resolve those disputes. Either party may request the services of a mediator to resolve any dispute.
- D. This Agreement may be terminated by either party subsequent to dissolution of a URA or an Area of Mutual Planning Concern. Such termination shall proceed through a properly noticed public hearing process.

This agreement supersedes the prior agreement between the parties on the same subject matter approved by the County on _____, 20____, and by the City on _____, 20____.

CITY OF CENTRAL POINT

JACKSON COUNTY
BOARD OF COMMISSIONERS

Hank Williams 3/2/21
Hank Williams, Mayor DATE

Rick Dyer, Chair DATE

APPROVED AS TO FORM:

County Counsel

ATTEST:

ATTEST:

C. C. C.
City Administrator
Manager

Recording Secretary

Attachment: Board Ordinance No. 2021-1 (1427 : UGB Amendment Revision)

FILE NO: 439-20-00009-LRP **APPLICANT:** CITY OF CENTRAL POINT UGBA
HEARING DATE: 2/2/2021 **HEARING BODY:** J.C. PLANNING COMMISSION
TIME: 9:00 A.M. **LOCATION:** COURTHOUSE AUDITORIUM, 10 S OAKDALE, MEDFORD, OR.

EXHIBIT SCHEDULE

| EXHIBIT NO. | NATURE OF EXHIBIT |
|-------------|---|
| 1 PAGE 1 | MEMO FROM STAFF TO THE JA CO PLANNING COMMISSION |
| 2 PAGE 2 | CRITERIA |
| 3 PAGE 3 | STAFF REPORT, DATED 1/20/2021 |
| 4 PAGE 12 | APPLICATION SUBMITTED BY CITY OF CENTRAL POINT, DATED 7/15/2020 |
| 5 PAGE 23 | FINDINGS OF FACT & CONCLUSIONS |
| 6 PAGE 142 | RESOLUTION NO. 1599 |
| 7 PAGE 144 | TAX LOT INVENTORY |
| 8 PAGE 146 | CENTRAL POINT URBAN GROWTH BOUNDARY AGREEMENT |
| 9 PAGE 156 | LOCATION ANALYSIS REPORT |
| 10 PAGE 209 | TECHNICAL MEMORANDUM |
| 11 PAGE 267 | RVSS CP UGB EXPANSION ALTERNATIVES |
| 12 PAGE 275 | TRAFFIC IMPACT STUDY, DATED 7/27/2020 |
| 13 PAGE 311 | PROPOSED UGB MAPS |
| 14 PAGE 338 | REGIONAL PLAN PROGRESS REPORT |
| 15 PAGE 348 | LAND OWNER NOTIFICATION MAP AND LIST |
| 16 PAGE 374 | DLCD PAPA CONFIRMATION FROM THE CITY OF CENTRAL POINT |
| 17 PAGE 375 | BOARD ORDER NO. 175-20, INITIATING THE UGBA |
| 18 PAGE 377 | LETTER FROM STAFF TO CITY OF CENTRAL POINT, DATED 12/16/2020 |
| 19 PAGE 378 | EMAIL COMMENT FROM MIKE KUNTZ, JA CO ROADS TO STAFF, 8/21/2020 |
| 20 PAGE 379 | EMAIL COMMENT FROM CHUCK DeJANVIER, JA CO ROADS TO CENTRAL PT |
| 21 PAGE 383 | EMAIL COMMENT FROM NICK BAKKE, RVSS TO CENTRAL POINT, 1/14/2021 |
| 22 PAGE 391 | EMAIL COMMENT FROM COLLEEN PADILLA, SOREDI TO CENTRAL POINT |
| 23 PAGE 393 | EMAIL COMMENT FROM LARRY MARTIN TO CENTRAL POINT, 1/6/2021 |

Attachment: County Exhibit Schedule (1427 : UGB Amendment Revision)

FILE NO:

APPLICANT:

HEARING DATE:

HEARING BODY: J. C. PLANNING COMMISSION

PAGE: -2-

EXHIBIT SCHEDULE

| EXHIBIT NO. | NATURE OF EXHIBIT |
|-------------|--|
| 24 PAGE 395 | EMAIL COMMENT FROM JOANNA VICKOREN TO CENTRAL POINT, 1/19/21 |
| 25 PAGE 397 | EMAIL FROM STAFF TO STAFF, DATED 11/10/2020 |
| 26 PAGE 398 | EMAIL FROM CENTRAL POINT TO STAFF, DATED 12/02/2020 |
| 27 PAGE 400 | EMAIL FROM STAFF TO CENTRAL POINT, DATED 12/16/2020 |
| 28 PAGE 402 | NOTICE OF PUBLIC HEARING PREPARED BY CITY OF CENTRAL POINT |
| 29 PAGE 434 | AGENDA OF FEBRUARY 2, 2021 |
| 30 PAGE 436 | DLCD PAPA ONLINE SUBMITTAL |
| 31 PAGE 438 | WRITTEN COMMENT FROM DAN & LOUISE SAKRAIDA, DATED 1/19/2021 |
| 32 PAGE 439 | WRITTEN COMMENT FROM KATY & DUANE MALLAMS, DATED 9/8/2020 |
| 33 PAGE 441 | WRITTEN COMMENT FROM CYNTHIA PASTORINO, DATED 1/24/2021 |
| 34 PAGE 442 | WRITTEN COMMENT FROM KATY & DUANE MALLAMS, DATED 10/12/2020 |
| 35 PAGE 443 | WRITTEN COMMENT FROM ANTONE J PEDERSEN |
| 36 PAGE 445 | WRITTEN COMMENT FROM RUSSELL KOCKX. DATED 2/1/2021 |
| 37 PAGE 446 | WRITTEN COMMENT FROM KATY & DUANE MALLAMS, DATED 2/2/2021 |
| 38 PAGE 447 | WRITTEN COMMENT FROM CONNIE GIBBS, DATED 1/31/2021 |
| 39 PAGE 449 | WRITTEN COMMENT FROM MICAH HOROWITZ, ODOT, DATED 2/1/2021 |
| 40 PAGE 450 | WRITTEN COMMENT FROM DONALD HUBBARD, DATED 1/30/2021 |
| 41 PAGE 451 | WRITTEN COMMENT FROM DONALD & JANET HUBBARD, 1/31/2021 |
| 42 PAGE 452 | WRITTEN COMENT FROM RONDA SETTGAST, DATED 2/1/2021 |
| 43 PAGE 455 | POWERPOINT HEARING PRESENTATION BY STAFF, 2/2/2021 |

Attachment: County Exhibit Schedule (1427 : UGB Amendment Revision)

FILE NO: 439-20-00009-LRP **APPLICANT:** City of Central Point UGB Amendment

HEARING DATE: 4/14/2021 **HEARING BODY:** BOARD OF COMMISSIONERS

TIME: 1:30 PM **COURTHOUSE AUDITORIUM, 10 SOUTH OAKDALE, MEDFORD, OREGON**

EXHIBIT SCHEDULE

| EXHIBIT NO. | NATURE OF EXHIBIT |
|--------------------|--|
| 1 PAGE 1 | MEMO FROM STAFF TO THE BOARD OF COMMISSIONERS |
| 2 PAGE 2 | PROPOSED LAND USE MAP |
| 3 PAGE 3 | CRITERIA |
| 4 PAGE 4 | JACKSON COUNTY PLANNING COMMISSION RECOMMENDATION FOR APPROVAL, DATED 2/2/2021 |
| 5 PAGE 7 | ADOPTING ORDINANCE NO. 2073, SUBMITTED BY CITY OF CENTRAL POINT |
| 6 PAGE 9 | DRAFT AGREEMENT BETWEEN THE CITY OF CENTRAL POINT AND JACKSON COUNTY |
| 7 PAGE 19 | JACKSON COUNTY PLANNING COMMISSION MINUTES OF 2/2/2021 |
| 8 PAGE 23 | AFFIDAVID OF PUBLICATION FOR 2/2/2021 PUBLIC HEARING |
| 9 PAGE 25 | NOTICE OF PUBLIC HEARING |
| 10 PAGE 49 | PACKET #1 - EXHIBITS 1 THROUGH 43 WHICH WERE BEFORE THE JACKSON COUNTY PLANNING COMMISSION AT A VIDEOCONFERENCE HEARING HELD ON 2/2/2021 |
| 11 PAGE 50 | WRITTEN COMMENT FROM GREG HOLMES, 1000 FRIENDS OF OR., 2/2/2021 |
| 12 PAGE 52 | AGENDA OF APRIL 14, 2021 |
| 13 PAGE 54 | WRITTEN COMMENT FROM CYNTHIA PASTORINE, DATED 4/3/2021 |
| 14 PAGE 55 | WRITTEN COMMENT FROM KATY & DUANE MALLAMS, DATED 4/13/2021 |
| 15 PAGE 56 | WRITTEN COMMENT FROM ANTONE PEDERSON, DATED 4/5/2021 |
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Attachment: County Exhibit Schedule (1427 : UGB Amendment Revision)



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

ISSUE SUMMARY

| | | | |
|-------------------------|---|------------------------|---------------|
| TO: | City Council | DEPARTMENT: | City Attorney |
| FROM: | Sydnee Dreyer, City Attorney | | |
| MEETING DATE: | June 10, 2021 | | |
| SUBJECT: | First Reading - Ordinance Establishing the Good Fortune Preferential Parking District No. 1 | | |
| ACTION REQUIRED: | Motion Ordinance 1st Reading | RECOMMENDATION: | Approval |

BACKGROUND INFORMATION:

Council recently adopted an Ordinance allowing for the establishment of preferential parking districts, codified as Chapter 10.14 of the Central Point Municipal Code. Individual parking districts may be established by Council at its discretion or upon receipt of a petition signed by the requisite number of residents or merchants of a proposed parking district.

Staff has been dealing with a renewal of issues at Peninger Road and Good Fortune Drive resulting in significant noise, trash and blockage of public right-of-way as well as a difficulty of hotels and motels within the proposed district to accommodate overnight parking for guests driving oversized vehicles.

In an effort to manage these issues, Council directed staff to bring back an ordinance creating a preferential parking district for this area. The parking district would help to manage the use of the public right-of-way, would encourage tourism in that overnight guests with large vehicles could be better accommodated, and would reduce other conflicts in this area.

FINANCIAL ANALYSIS:

Significant costs or revenues will not be generated by the cost of a parking district.

LEGAL ANALYSIS:

Creation of parking districts is authorized by C.P.M.C. Chapter 10.14.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

City of Central Point 2040 Strategic Plan

Strategic Priority – Responsible Governance

GOAL 5 - Continue to develop and foster the city's community policing program.

STRATEGY 1 – Build relationships with the community through interactions with local agencies, stakeholders, and members of the public, creating partnerships and programs for reducing crime and disorder.

STAFF RECOMMENDATION:

Move to second reading.

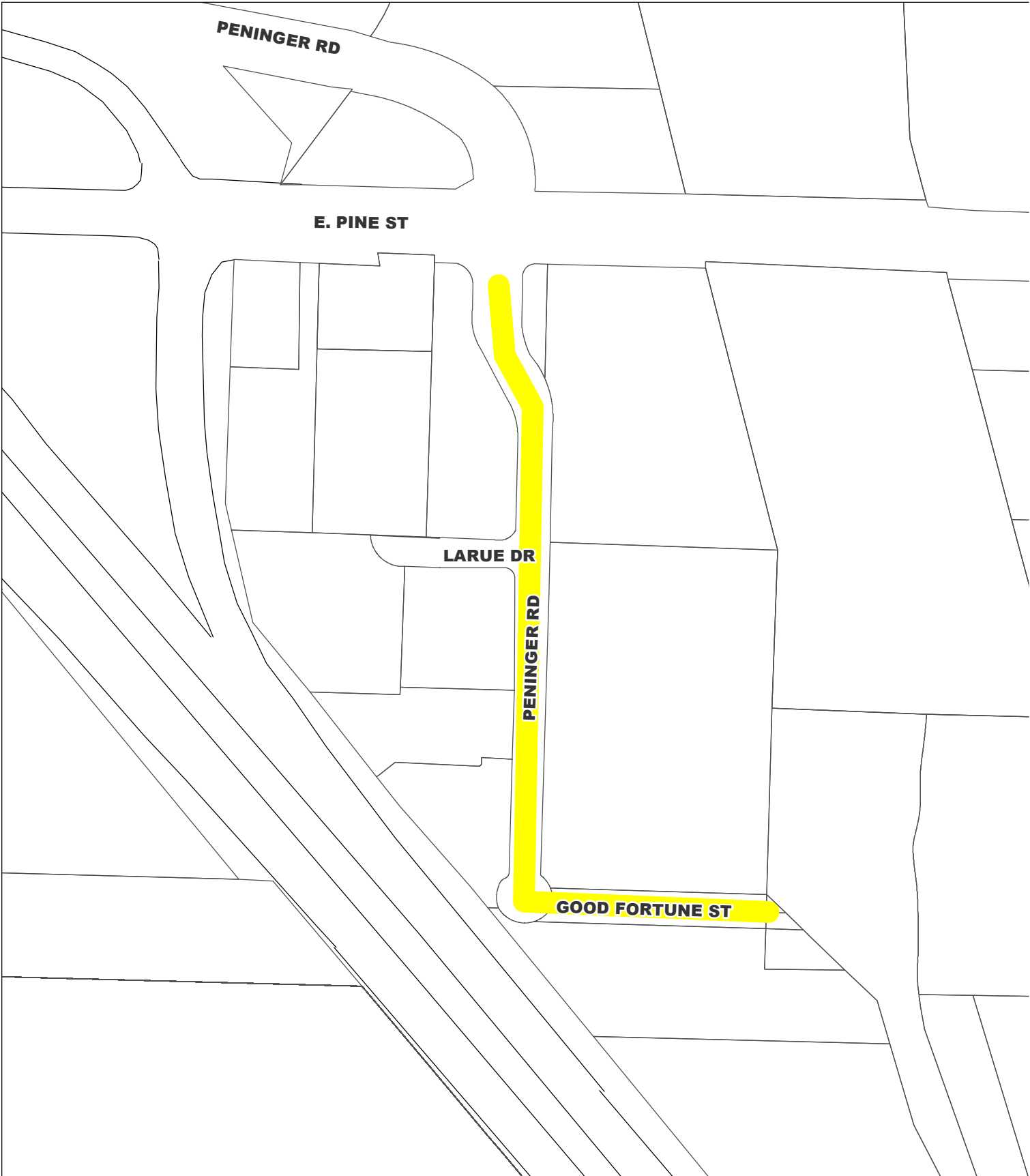
RECOMMENDED MOTION:

I move to second reading an Ordinance establishing the Good Fortune Preferential Parking District No. 1.

ATTACHMENTS:

1. Peninger Rd Parking District Ord Exh A
2. Ord Adopting Good Fortune Parking District

Attachment A



Attachment: Peninger Rd Parking District Ord Exh A (1424 : Ordinance Establishing Good Fortune Parking District)

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**ORDINANCE NO. _____
AN ORDINANCE ESTABLISHING THE GOOD FORTUNE PREFERENTIAL
PARKING DISTRICT NO. 1**

RECITALS:

- A.** Pursuant to CPMC, Chapter 10.14, the City Council, may from time to time create preferential parking districts within the City.
- B.** The purpose of the Good Fortune Parking District No. 1 is to reduce noise, litter and blockage of public right-of-way and to ensure that owners/operators of hotel/motel establishments within the district can equitably allocate parking for overnight guests of such businesses.
- C.** The Ordinance establishes the parking restrictions within the district without a permit.

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

SECTION 1. Good Fortune Preferential Parking District No. 1

A. Purpose. The Purpose of the Good Fortune Preferential Parking District No. 1 is to reduce noise, litter and blockage of the public right-of-way, and to ensure adequate parking for hotel/motel guests within this district.

B. Boundary Description. The area bounded as described below shall be designated the Good Fortune Parking District No. 1:

Beginning at the intersection of Peninger Road and Pine Street, south to Good Fortune Drive, then east along Good Fortune Drive from Peninger Road to its terminus as further depicted on the map at Exhibit "A" incorporated herein by reference.

C. Parking Restrictions. The Director of Public Works or his designee is authorized to impose the parking restrictions identified in this section, issue parking permits, and post and maintain permit parking signs in the District. Parking without a permit on streets within the District shall be subject to the following parking restrictions:

- 1. Parking in the District between the hours of 6am to 11:59pm is restricted to 4-hours.
- 2. Overnight parking between the hours of 12am to 5:59am is prohibited.

D. Eligible Permit Holders. Owners or operators of hotel/motel businesses within the District may apply to the City for parking permits. Hotel/motel Merchants may issue permits to their overnight guests to accommodate overnight parking.

SECTION 2. 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 _____, 2021.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Ord Adopting Good Fortune Parking District (1424 : Ordinance Establishing Good Fortune Parking District)



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

ISSUE SUMMARY

| | | |
|---------------------------------------|--|------------------------------------|
| TO: | City Council | DEPARTMENT: Public Works |
| FROM: | Matt Samitore, Parks and Public Works Director | |
| MEETING DATE: | June 10, 2021 | |
| SUBJECT: | Resolution No. _____, Accepting the Lowest Responsible Bid from Knife River Materials, Inc. for the Jewett School Water and Storm Drain Project and Authorizing the City Manager to Execute a Contract | |
| ACTION REQUIRED: Resolution | | RECOMMENDATION: Approval |

BACKGROUND INFORMATION:

The City conducted a bid letting procedure for Jewett School Water and Storm Drain Line Project. The original engineer's estimate for the entire project was under \$780,000. The lowest bid is from Knife River Materials for \$1,096,000.00. The funding for the project was appropriated in the 19/21 FY budget and the 21/23 FY Budget.

Public Works did not budget enough for this project given recent escalating construction prices/costs. In order to make up the difference, the Public Works Department is requesting the use of \$360,000 in American Recovery Plan dollars to "fill the gap." The Jewett School Water & Storm Drain project is a priority project in our 21/23 FY Budget and allows for a combined school and city project to be completed this summer before school begins in the fall.

FINANCIAL ANALYSIS:

The project was budgeted for in the FY 2019/21 and 21/23 FY City of Central Point Budgets (water and stormwater funds). An additional \$360,000 is needed from the American Recovery Plan to make up the difference. Infrastructure projects are permitted/eligible use of the ARP funds.

LEGAL ANALYSIS:

The Jewett School Water and Storm Drain line bid letting was legally noticed/advertised per the requirements of Oregon Revised Statute Chapter 279.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Goal 3- Continually update infrastructure plans.

Strategies:

- a) Include pedestrian and bicycle-friendly options in every plan, and retrofit existing streets and neighborhoods whenever possible;
- b) Cooperate with developers to plan future needs for schools and parks;
- c) Take advantage of all opportunities to use environmentally friendly technology in city government and development of new or retrofitted infrastructure.

STAFF RECOMMENDATION:

Approve a resolution awarding the Jewett School Water and Storm Drain construction project to Knife River Materials Inc.

RECOMMENDED MOTION:

I move to approve Resolution No. ____ accepting the lowest responsible bid from Knife River Materials Inc. for \$1,096,000.00 for Jewett School Water and Storm Drain construction project and authorizing the City Manager to execute a contract.

ATTACHMENTS:

1. resol_jewettwaterstorm
2. CPT-Jewett SD and Waterline - Bid Advert
3. Jewett Drive Stormwater and H2O Improvements
4. JES-REM Building Permit Issue - Civil

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE BIDDER FOR JEWETT WATERLINE AND STORM DRAINLINE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT.

RECITALS:

A. WHEREAS, the City recently published a solicitation for bidders/contractors to install a new waterline and storm drain line project from E. Pine north on North 10th Street through the Jewett School Parking Lot.

B. WHEREAS, the City received two bid submittals with the lowest responsible bidder being Knife River Materials, Inc. with the lowest base bid of \$1,096,000.

C. WHEREAS, the project was budgeted as part of the 2019-2021 and the 2021-2023 fiscal year budget with an engineer's estimate of \$780,000.

D. WHEREAS, the amount of the bid in excess of the budgeted amount would qualify as an eligible use of American Rescue Plan funds as the higher costs can be attributed to materials supply versus demand as a result of the pandemic as well as being an eligible infrastructure project.

The City of Central Point resolves as follows:

Section 1. The City Council hereby accepts the bid from Knife River Materials, Inc., in the amount of \$1,096,000.

Section 2. The City Manager is hereby authorized to execute a contract and any related documents necessary to effectuate the acceptance of this award in a form substantially the same as that included in the specifications.

Section 3. This Resolution shall take effect immediately from and after its passage and approval.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2021.

Mayor Hank Williams

1 - Resolution No. _____ (June 10, 2021 Council Meeting)

Attachment: resol_jewettwaterstorm [Revision 2] (1423 : Jewett School Water and Storm Drain Lines)

ATTEST:

City Recorder

Attachment: resol_jewettwaterstorm [Revision 2] (1423 : Jewett School Water and Storm Drain Lines)

2 - Resolution No. _____ (June 10, 2021 Council Meeting)



Department of Public Works
ADVERTISEMENT FOR BIDS

NOTICE TO CONTRACTORS
PUBLIC IMPROVEMENT PROJECT:
Jewett Drive Stormwater and Waterline Improvements
PROJECT #7793112

Sealed bids will be opened and publicly read at the City of Central Point, City Hall, 140 S. 3rd Street, Central Point, OR 97502 at 2:00 PDT on Tuesday, May 25th, 2021 for the above referenced project. Bids must be submitted to Matt Samitore, Parks and Public Works Director, at the same address prior to 2:00 PDT on the above date. Subcontractor Disclosure forms must be submitted prior to 4:00 PDT on the same date.

Bidders must be prequalified in order to be eligible for award. Pre-qualification may be with the City of Central Point, City of Medford or the Oregon Department of Transportation. If the bidder is disqualified in any of these jurisdictions, the bidder will be ineligible for this contract.

Award of contract will not be final until the later of: 1) three business days after the City of Central Point announces Notice of Intent to Award, or 2) the City of Central Point provides a written response to each timely protest, denying the protest and affirming the award.

On all projects, work performed by the Contractor's own organization must be at least 30% of the awarded contract amount.

Plans and specifications will be available **online only** at www.questcdn.com beginning April 30th, 2021. Any addenda issued will be posted on the above website.

COST ESTIMATE: \$680,000 - \$850,000

This project consists of creek restoration, storm drainage improvements, water distribution system improvements, and associated modifications along North 10th Street and Jewett Drive from the intersection of East Pine Street and North 10th Street to and within Mingus Creek. This is a City funded project.

Work shall begin no earlier than **June 21st, 2021** and **must be completed no later than August 13th, 2021**. Please direct all questions to Greg Graves at (541) 664-3331 (x225) or greg.graves@centralpointoregon.gov.

No bid will be received or considered by the City of Central Point unless bidder signs the bid statement.

The contract is for public work subject to ORS 279C.800 to 279.870. This project is subject to Oregon prevailing wage rates.

The City of Central Point may reject any bid not in compliance with all public bidding procedures and requirements and may reject for good cause any or all bids upon a finding by the City of Central Point that it is in the public interest to do so.

CITY OF CENTRAL POINT

Matt Samitore, Parks and Public Works Director

PUBLISHED: Mail Tribune
 PUBLISH DATE: April 27th, 2021

Jewett SD and H2O Improvements
City of Central Point

| May 27, 2021 | | | | Engineer Est. | | Knife River | | Central Pipeline | | |
|---|----------|---|----------|---------------|-------------|--------------|--------------|------------------|--------------|--------------|
| Spec. No. | Item No. | Item | Bid Unit | Quantity | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| TEMPORARY FEATURES AND APPURTENANCES | | | | | | | | | | |
| 00210 | 10 | Mobilization | LS | 1 | \$60,000.00 | \$ 60,000.00 | \$159,142.00 | \$159,142.00 | \$132,000.00 | \$132,000.00 |
| 00225 | 20 | Temporary Work Zone Traffic Control, Complete | LS | 1 | \$10,000.00 | \$ 10,000.00 | \$7,800.00 | \$7,800.00 | \$5,000.00 | \$5,000.00 |
| 00280 | 30 | Erosion and Sediment Control | LS | 1 | \$7,000.00 | \$ 7,000.00 | \$5,600.00 | \$5,600.00 | \$2,200.00 | \$2,200.00 |
| ROADWORK | | | | | | | | | | |
| 01140 | 40 | Construction Survey Work | LS | 1 | \$10,000.00 | \$10,000.00 | \$2,140.00 | \$2,140.00 | \$5,000.00 | \$5,000.00 |
| 01140 | 50 | Removal of Structures and Obstructions | LS | 1 | \$5,000.00 | \$5,000.00 | \$18,500.00 | \$18,500.00 | \$2,800.00 | \$2,800.00 |
| 01140 | 60 | Clearing and Grubbing | LS | 1 | \$3,000.00 | \$3,000.00 | \$5,000.00 | \$5,000.00 | \$6,500.00 | \$6,500.00 |
| 01140 | 70 | General Excavation | Cu Yd | 35 | \$15.00 | \$525.00 | \$40.00 | \$1,400.00 | \$50.00 | \$1,750.00 |
| | 80 | Ditch Excavation | Cu Yd | 225 | \$15.00 | \$3,375.00 | \$80.00 | \$18,000.00 | \$60.00 | \$13,500.00 |
| 01140 | 90 | Keyed Riprap, Class 50 | Cu Yd | 52 | \$75.00 | \$3,900.00 | \$90.00 | \$4,680.00 | \$90.00 | \$4,680.00 |
| DRAINAGE AND SEWERS | | | | | | | | | | |
| 01140 | 100 | 24-inch Conc Pipe | Foot | 18 | \$180.00 | \$3,240.00 | \$264.00 | \$4,752.00 | \$128.00 | \$2,304.00 |
| 01140 | 110 | 36-inch Conc Pipe | Foot | 1,558 | \$240.00 | \$373,920.00 | \$272.00 | \$423,776.00 | \$388.00 | \$604,504.00 |
| 01140 | 120 | 42-inch Conc Pipe | Foot | 298 | \$260.00 | \$77,480.00 | \$313.00 | \$93,274.00 | \$325.00 | \$96,850.00 |
| 01140 | 130 | Backflow Preventor 30-inch | Each | 1 | \$10,000.00 | \$10,000.00 | \$14,250.00 | \$14,250.00 | \$13,150.00 | \$13,150.00 |
| 01140 | 140 | Backflow Preventor 42-inch | Each | 1 | \$15,000.00 | \$15,000.00 | \$31,700.00 | \$31,700.00 | \$28,455.00 | \$28,455.00 |
| | 150 | Concrete Storm Sewer Manholes | Each | 11 | \$10,000.00 | \$110,000.00 | \$10,500.00 | \$115,500.00 | \$13,500.00 | \$148,500.00 |
| | 160 | Concrete Treatment Structure | Each | 1 | \$60,000.00 | \$60,000.00 | \$65,000.00 | \$65,000.00 | \$60,000.00 | \$60,000.00 |
| | 170 | Existing Pipe Connection to New Structure | Each | 10 | \$500.00 | \$5,000.00 | \$500.00 | \$5,000.00 | \$2,800.00 | \$28,000.00 |
| RIGHT OF WAY DEVELOPMENT AND CONTROL | | | | | | | | | | |
| 01140 | 180 | Water Quality Seeding | Acre | 0.13 | \$9,000.00 | \$1,170.00 | \$13,500.00 | \$1,755.00 | \$15,000.00 | \$1,950.00 |
| WATER SUPPLY SYSTEM | | | | | | | | | | |
| | 190 | 12-inch DI Potable Water Pipe With Restrained Joints and Class E Backfill | Foot | 48 | \$240.00 | \$11,520.00 | \$287.00 | \$13,776.00 | \$140.00 | \$6,720.00 |
| | 200 | 8-inch DI Potable Water Pipe With Restrained Joints and Class E Backfill | Foot | 496 | \$140.00 | \$69,440.00 | \$150.00 | \$74,400.00 | \$120.00 | \$59,520.00 |
| | 210 | 6-inch DI Potable Water Pipe With Restrained Joints and Class E Backfill | Foot | 23 | \$80.00 | \$1,840.00 | \$210.00 | \$4,830.00 | \$140.00 | \$3,220.00 |
| | 220 | DI pipe Bend, 8-inch | Each | 2 | \$500.00 | \$1,000.00 | \$755.00 | \$1,510.00 | \$600.00 | \$1,200.00 |
| | 230 | DI pipe Bend, 12-inch | Each | 6 | \$900.00 | \$5,400.00 | \$1,090.00 | \$6,540.00 | \$1,100.00 | \$6,600.00 |
| | 240 | DI Pipe Tee, 6-inch | Each | 1 | \$500.00 | \$500.00 | \$570.00 | \$570.00 | \$500.00 | \$500.00 |
| | 250 | DI Pipe Tee, 8-inch | Each | 1 | \$700.00 | \$700.00 | \$750.00 | \$750.00 | \$900.00 | \$900.00 |
| | 260 | DI Pipe Tee, 12-inch | Each | 1 | \$1,500.00 | \$1,500.00 | \$1,100.00 | \$1,100.00 | \$1,100.00 | \$1,100.00 |
| | 270 | DI Pipe Plug, 8-inch | Each | 1 | \$300.00 | \$300.00 | \$285.00 | \$285.00 | \$450.00 | \$450.00 |
| | 280 | DI Pipe Cap, 12-inch | Each | 2.00 | \$400.00 | \$800.00 | \$535.00 | \$1,070.00 | \$700.00 | \$1,400.00 |
| | 290 | 8-inch DI Reducer | Each | 1 | \$600.00 | \$600.00 | \$450.00 | \$450.00 | \$500.00 | \$500.00 |

Attachment: Jewett Drive Stormwater and H2O Improvements (1423 : Jewett School Water and Storm

| May 27, 2021 | | | | | Engineer Est. | | Knife River | | Central Pipeline | |
|--------------|------|--|----------|----------|---------------|--------------|-------------|----------------|------------------|----------------|
| Spec. | Item | | | | | | | | | |
| No. | No. | Item | Bid Unit | Quantity | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| | 300 | 12-inch Connection to 12-inch Existing Main | Each | 2 | \$4,500.00 | \$9,000.00 | \$1,375.00 | \$2,750.00 | \$950.00 | \$1,900.00 |
| | 310 | 6-inch Connection to 6-inch Existing Main | Each | 1 | \$3,500.00 | \$3,500.00 | \$950.00 | \$950.00 | \$650.00 | \$650.00 |
| | 320 | 6-inch Gate Valve | Each | 1 | \$1,300.00 | \$1,300.00 | \$1,175.00 | \$1,175.00 | \$1,200.00 | \$1,200.00 |
| | 330 | 8-inch Gate Valve | Each | 2 | \$1,800.00 | \$3,600.00 | \$1,875.00 | \$3,750.00 | \$1,900.00 | \$3,800.00 |
| | 340 | 1-inch Combination Air Release/Air Vacuum Valves | Each | 1 | \$1,500.00 | \$1,500.00 | \$1,825.00 | \$1,825.00 | \$2,500.00 | \$2,500.00 |
| | 350 | Hydrant Assemblies | Each | 1 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$4,700.00 | \$4,700.00 |
| | | | | | | \$874,110.00 | | \$1,096,000.00 | | \$1,254,003.00 |

Attachment: Jewett Drive Stormwater and H2O Improvements (1423 : Jewett School Water and Storm

TOPOGRAPHIC MAP OF SURVEY

Located within Block 12, plot of Central Point, being in the Southeast One-quarter of the Southeast One-quarter of Section 03 and in the Northeast One-quarter of the Northeast One-quarter of Section 10, Township 37 South, Range 2 West of the Willamette Meridian, in the City of Central Point, Jackson County, Oregon.

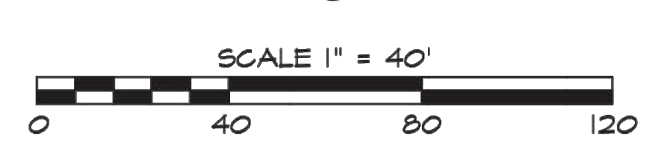
PREPARED FOR:
CENTRAL POINT SCHOOL DISTRICT #6
 300 Ash Street
 Central Point, OR 97502

LEGEND:

- Indicates a utility marked natural gas line.
- Indicates an existing natural gas valve.
- Indicates an existing natural gas meter.
- Indicates an existing natural gas fiberglass placard.
- SS— Indicates a utility marked sanitary sewer line.
- Indicates an existing sanitary sewer manhole.
- Indicates an existing sanitary sewer cleanout.
- Indicates an existing sanitary sewer lateral.
- SD— Indicates a utility marked storm drain line.
- Indicates an existing storm drain manhole.
- Indicates an existing storm area drain.
- Indicates an existing mailbox.
- Indicates an existing streetlight.
- Indicates an existing electric pedestal.
- Indicates an existing electric meter box.
- Indicates an existing utility pole and guy anchor.
- OH— Indicates an existing aerial utility line.
- OH— Indicates an existing aerial electric line.
- E— Indicates a utility marked electric line.
- TV— Indicates a utility marked cable tv line.
- T— Indicates a utility marked telephone line.
- Indicates an existing telephone pedestal.
- W— Indicates a utility marked water line.
- Indicates an existing water meter.
- Indicates an existing water valve.
- Indicates an existing fire hydrant.
- Indicates an existing pop-up water sprinkler.
- Indicates an existing domestic irrigation box.
- Indicates a deciduous tree with drip-line diameter drawn to scale.
- Indicates a non-deciduous tree with drip-line diameter drawn to scale.
- w=1000' Indicates the elevation of the top of a valve nut for a water valve.
- Indicates centerline of an existing fence line as noted herein.

ABBREVIATIONS:

- CLF= Indicates a chain link fence.
- CMF= Indicates an existing corrugated metal pipe.
- CMU= Indicates a concrete masonry unit (block).
- EP= Indicates the edge of a paved surface.
- PVC= Indicates an existing polyvinyl chloride pipe.
- RCP= Indicates an existing re-enforced concrete pipe.
- SDAD= Indicates an existing storm drain area drain.
- SDCB= Indicates an existing storm drain catch basin.
- SDCI= Indicates an existing storm drain curb inlet.
- SDCO= Indicates an existing storm drain cleanout.
- SDMH= Indicates an existing storm drain manhole.
- SSCO= Indicates an existing sanitary sewer cleanout.
- SSMH= Indicates an existing sanitary sewer manhole.
- TBC= Indicates the top back of a curb line.
- TMH= Indicates an existing telephone manhole.
- VLF= Indicates a vinyl fence.
- MBF= Indicates a wood board fence.
- WPFL= Indicates a white painted fog line.
- WV= Indicates an existing water valve.
- N, NE, SWH Indicates a general direction: northerly, northeasterly, southwesterly, etcetera.



REFER TO SHEET 1 FOR GENERAL SURVEY AND SURVEY REFERENCE NOTES

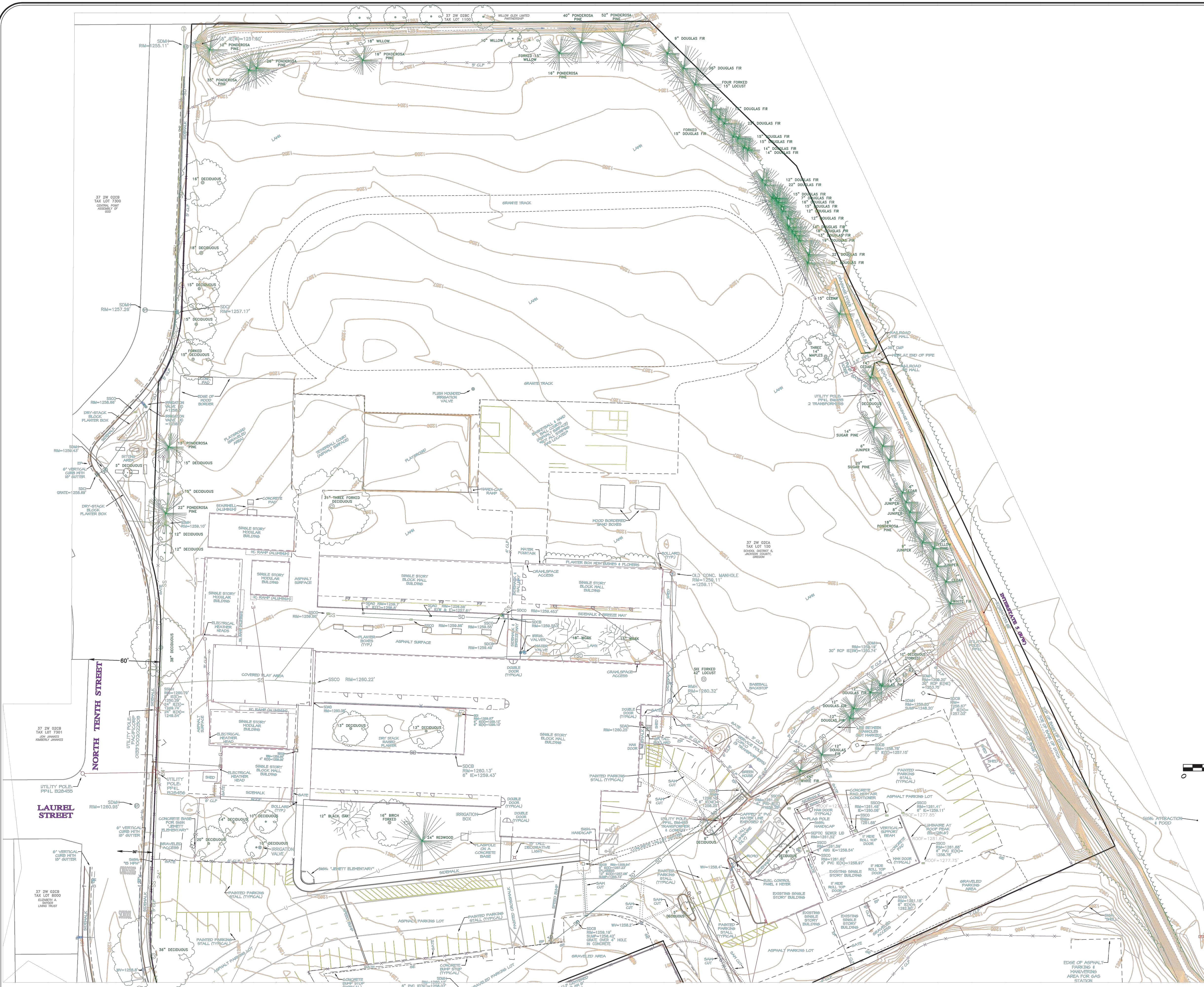
REGISTERED PROFESSIONAL LAND SURVEYOR
 Call E. Neathamer

OREGON JULY 9, 2001
 CAEL E. NEATHAMER 56545
 Renewal Date 12/31/20

PREPARED BY: Neathamer Surveying, Inc.
 3126 State St, Suite 203
 P.O. Box 1584
 Medford, Oregon 97501
 Phone (541) 732-2869
 FAX (541) 732-1382

PLOT DATE: October 12, 2020 **PROJECT NUMBER:** 20036
 Sheet 3 of 3 © C.N.

BASIS OF BEARINGS:
 Geodetic North referenced to the NAD83 2011 (Epoch 2010.00) datum. Refer to Survey Reference Notes for complete description.



Jackson County Assessor's Map No: 31 2M 02CA, Tax Lot 100

Drawing N:\S\Projects\Central Point School District #6\20036 Topo Jewett Elementary\20036 TM_02CP_IL_08-0120.dwg

BBT ARCHITECTS
 1140 SW Simpson Ave., Suite 200
 Bend, Oregon 97702
 1.541.382.5535 | 1.541.389.8033

Consultant
POWELL engineering + consulting
 221 N. Central Ave., PMB 221
 Medford, OR 97501
 541.613.0723 phone
 www.powellengineeringconsulting.com

JACKSON COUNTY DISTRICT #6 JEWETT ELEMENTARY SCHOOL REMODEL & PARKING LOT ADDITION
 1001 MANZANITA ST,
 CENTRAL POINT, OR
 97502

| No. | Description | Date |
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Project Number 2006.6
 Date 03.22.2021

BUILDING PERMIT ISSUE

EXISTING CONDITIONS

SURVEY NOTES
 1) TOPOGRAPHIC MAP SHOWN AS A REFERENCE ONLY.
 2) CONTACT NEATHAMER SURVEYING FOR ADDITIONAL INFORMATION.

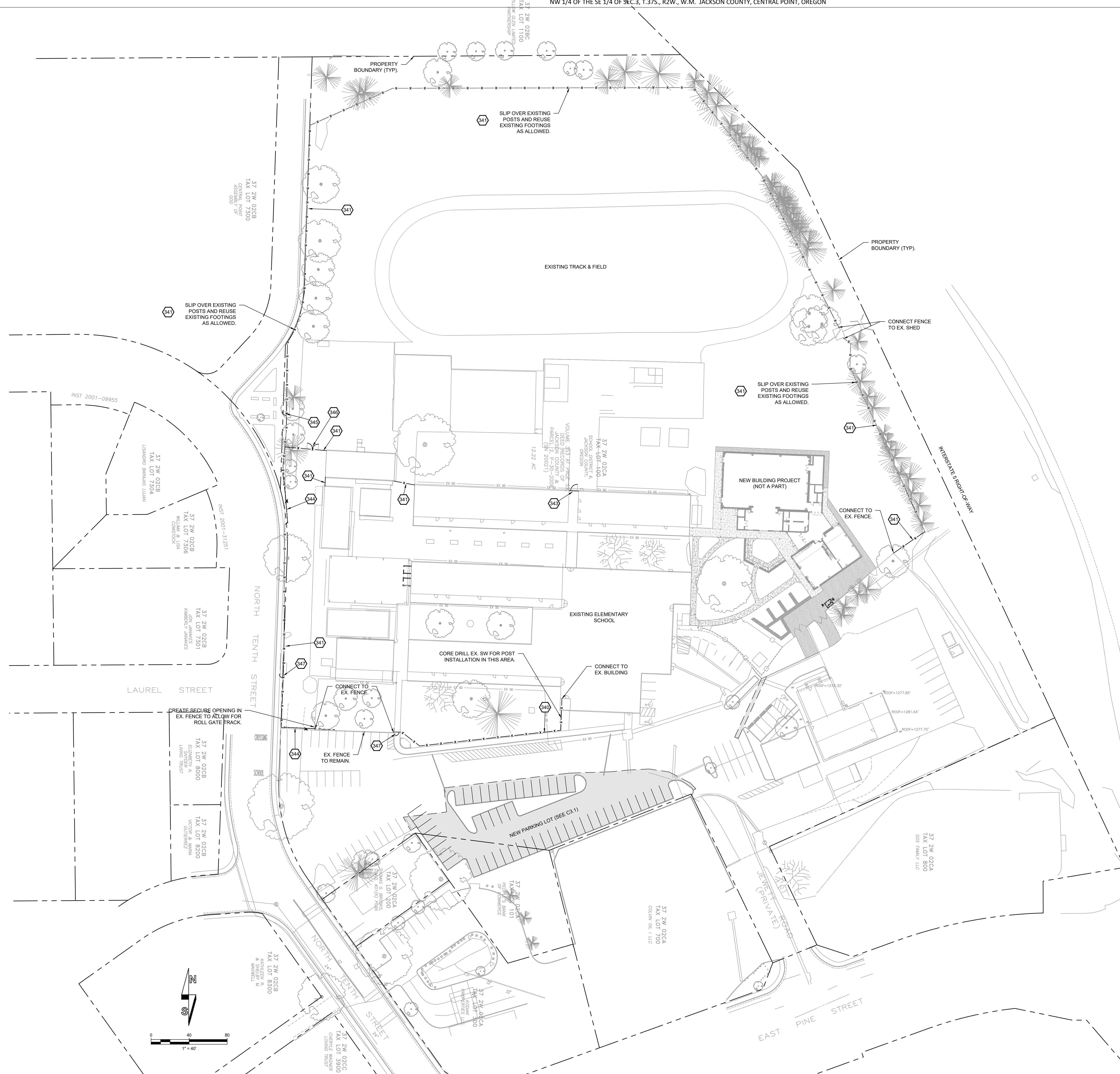
C1.1

GENERAL NOTES

- SEE C4.0 FOR STORM DRAINAGE IMPROVEMENTS
- SEE C3.2 FOR PARKING LOT GRADING.
- SEE LANDSCAPE PLANS FOR PLANTING AND IRRIGATION.
- SEE ELECTRIC PLANS FOR SITE LIGHTING.

KEYNOTES

- 340 6' TALL CHAIN LINK FENCING - BLACK VINYL COATED
- 341 6' TALL CHAIN LINK FENCING - GALVANIZED
- 343 6' TALL CHAIN LINK FENCE WITH 7' SINGLE SWING PANIC GATE.
- 344 20' WIDE MANUAL ROLL GATE
- 345 4' WIDE SWING GATE.
- 346 14' WIDE MANUAL DOUBLE SWING GATE
- 347 4' WIDE SWING GATE WITH PANIC HARDWARE



PLAN VIEW - OVERALL CIVIL SITE PLAN

SCALE: 1" = 40' - 0"

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Project Number 2006.6
Date 03.22.2021

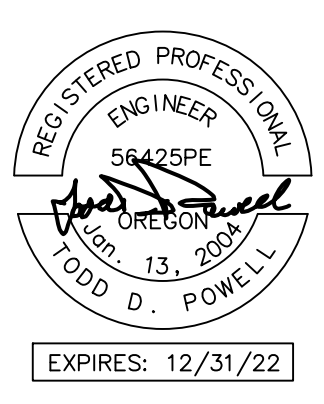
BUILDING PERMIT ISSUE

OVERALL CIVIL SITE PLAN

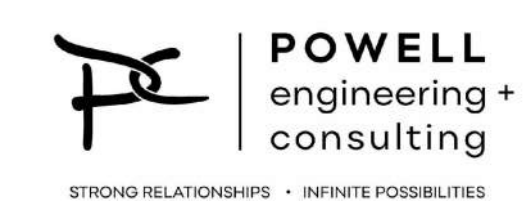
C3.0

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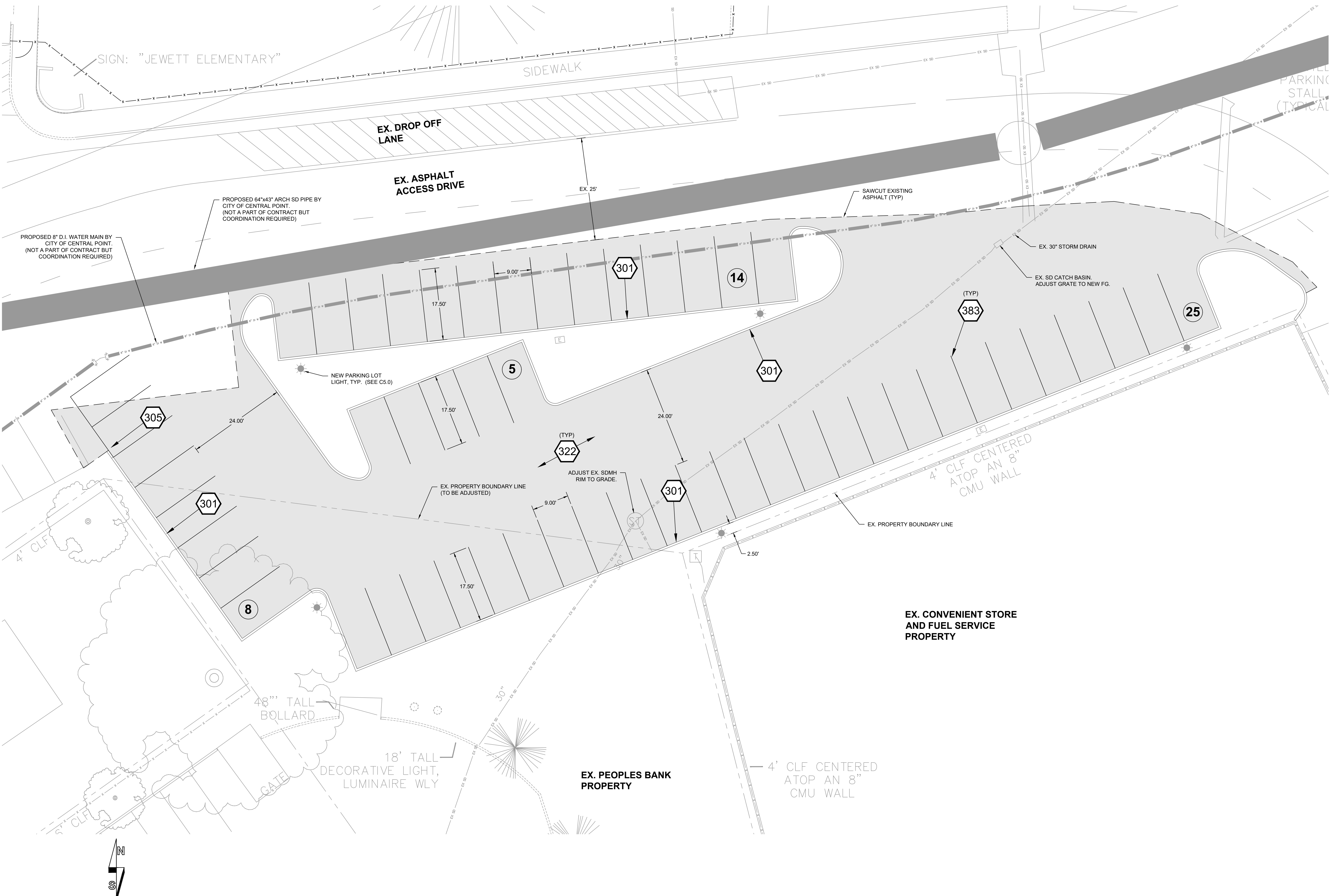
VERIFY SCALES
1" = 40' - 0"
IF NOT ONE EACH ON THE SHEET, VERIFY SCALE ACCORDINGLY.

JACKSON COUNTY DISTRICT #6 JEWETT ELEMENTARY SCHOOL REMODEL & PARKING LOT ADDITION

1001 MANZANITA ST,
CENTRAL POINT, OR
97502

Attachment: JES-REM Building Permit Issue - Civil (1423 - Jewett School Water and Storm Drain Lines)

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Packet Pg. 64



GENERAL NOTES

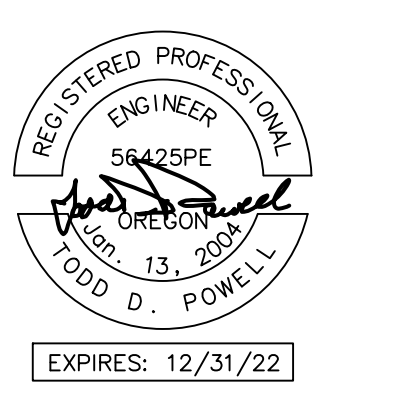
1. SEE LANDSCAPE FOR PLANTING AND IRRIGATION PLAN.

KEYNOTES

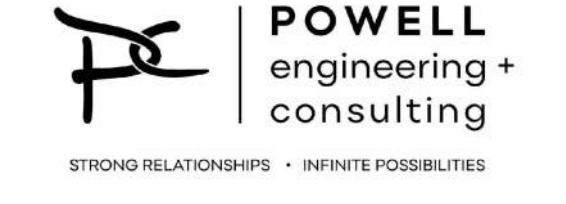
- 301 STANDARD VERTICAL CURB (301 C&D)
- 305 TAPERED CURB END (305 C&D)
- 322 ASPHALT PAVING SECTION - LIGHT (322 C&D)
- 383 4" WHITE STRIPING PER MUTCD STANDARDS
- 561 SECONDARY ELECTRIC CONDUIT (SEE ELEC). SAWCUT EXISTING ASPHALT PER OREGON STND DWG RD-302. CLASS B BACKFILL PER RD-300. REPLACE EXISTING ACP FOLLOWING BACKFILL.
- 567 PARKING LOT LIGHT POLE BASE (SEE ELEC)

BBT ARCHITECTS

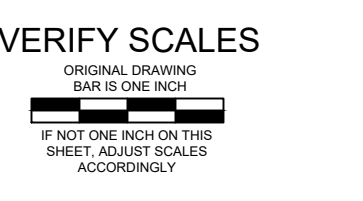
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JACKSON COUNTY DISTRICT #6 JEWETT ELEMENTARY SCHOOL REMODEL & PARKING LOT ADDITION

1001 MANZANITA ST,
CENTRAL POINT, OR
97502

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Project Number 2006.6
Date 03.22.2021

BUILDING PERMIT ISSUE

ENLARGED PARKING LOT PLAN

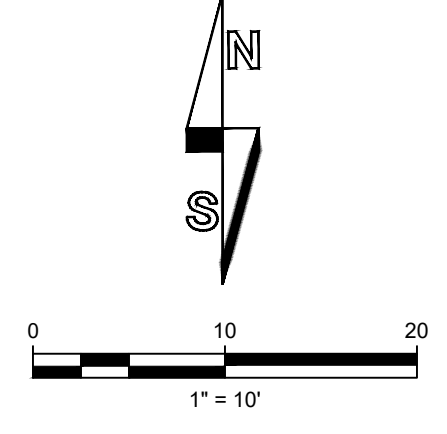
C3.1

PARKING CALCULATIONS

EXISTING PAVED PARKING STALLS TO BE REMOVED:
 IN AREA OF REDEVELOPMENT - 19 STALLS
 PARKING STALLS FOLLOWING REDEVELOPMENT:
 TOTAL NUMBER OF NEW PARKING STALLS 52 STALLS
 NET INCREASE IN PARKING STALLS: + 33 STALLS

PARKING STALL COUNT (TYP)

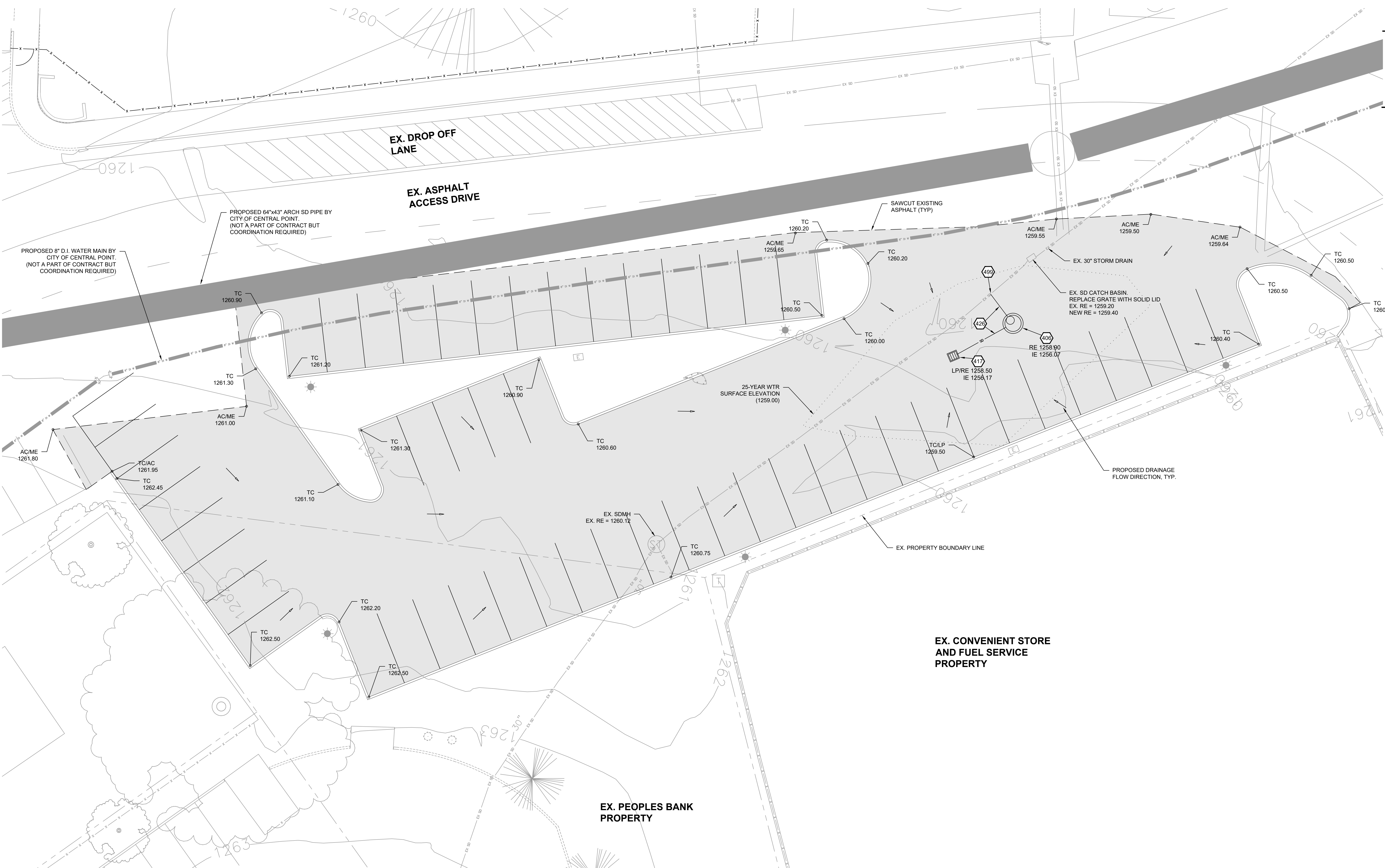
PLAN VIEW - ENLARGED PARKING LOT PLAN
SCALE: 1" = 10' - 0"



Drawing Name: C:\Users\Tara\Desktop\Civil 3D Projects\Current\Drawings\CADD\ES PL C3-C3 Series.dwg Last Save: March 12, 2021 3:18 PM Plot Date: March 18, 2021 2:39 PM By: TPOWELL

Attachment: JES-REM Building Permit Issue - Civil (1423 - Jewett Elementary School Water and Storm Drain Lines)

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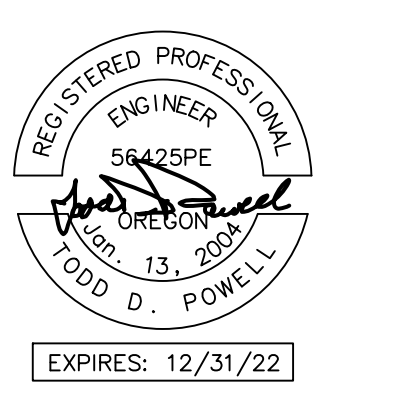
GENERAL NOTES

- SEE LANDSCAPE PLANS FOR PLANTING AND IRRIGATION DETAILS AND SPECIFICATIONS.
- SEE ELECTRIC PLANS FOR PARKING LOT LIGHTING AND SITE ELECTRIC IMPROVEMENTS.

KEYNOTES

- CONTROL STRUCTURE MANHOLE
- 8" PVC STORM DRAIN PIPE
- ADS BAYFILTER CBF-3 TREATMENT CATCH BASIN WITH 22.5 GMP CARTRIDGE.
- 8" INSERT-A-TEE CONNECTION TO EXISTING 30" SD.

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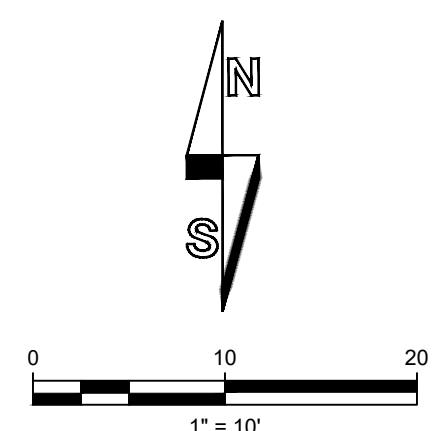


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JACKSON COUNTY DISTRICT #6 JEWETT ELEMENTARY SCHOOL REMODEL & PARKING LOT ADDITION
 1001 MANZANITA ST, CENTRAL POINT, OR 97502

PLAN VIEW - GRADING AND DRAINAGE PLAN (PARKING LOT)



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Attachment: JES-REM Building Permit Issue - Civil (1423 - Jewett School Water and Storm Drain Lines)

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Project Number 2006.6
 Date 03.22.2021

BUILDING PERMIT ISSUE

GRADING AND DRAINAGE PLAN (PARKING LOT)

C3.2

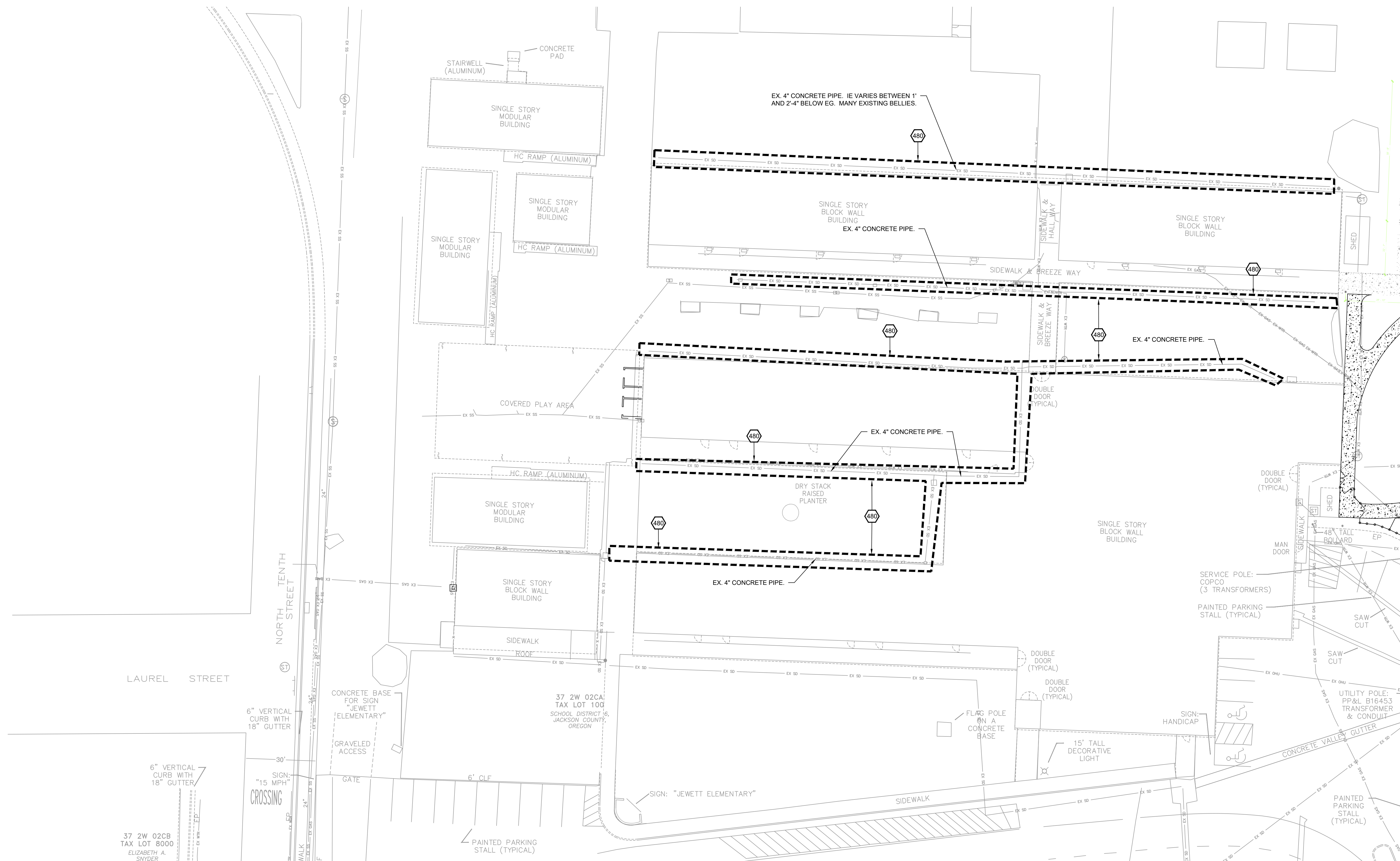
GENERAL NOTES

1. NEW DOWNSPOUT MATERIAL SHALL BE STEEL.
2. ALL NEW STORM DRAINAGE PIPING SHALL BE PVC.

KEYNOTES

480 LOCATION IDENTIFIED DURING STORM SEWER SCOPING AS STORM PIPE THAT NEEDS REPLACEMENT. OWNER/ENGINEER CAN PROVIDE COPY OF SCOPING REPORT UPON REQUEST.

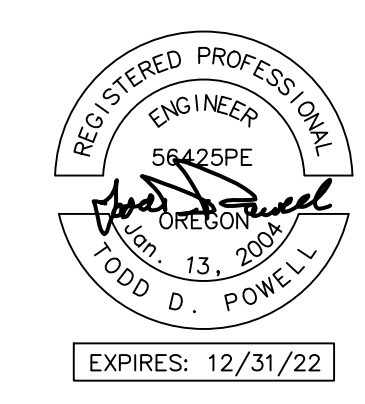
FIELD VERIFY EXACT LOCATION AND DEPTH OF EXISTING 4" PIPES. REPLACE WITH NEW 6" PVC SD PIPE. ENSURE 0.50% POSITIVE SLOPE. CLEAN AND FLUSH PRIOR TO FINAL ACCEPTANCE.



PLAN VIEW - DRAINAGE IMPROVEMENT PLAN (EXISTING FACILITIES)

SCALE: 1" = 20' - 0"

BBT ARCHITECTS
 1140 SW Simpson Ave., Suite 200
 Bend, Oregon 97702
 541.382.5535 | 541.389.8033



Consultant

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VERIFY SCALES
 1" = 20' (Horizontal)
 1" = 10' (Vertical)
 IF NOT ONE EACH ON THIS SHEET, CHECK EACH ACCORDINGLY.

JACKSON COUNTY DISTRICT #6 JEWETT ELEMENTARY SCHOOL REMODEL & PARKING LOT ADDITION

1001 MANZANITA ST,
 CENTRAL POINT, OR
 97502

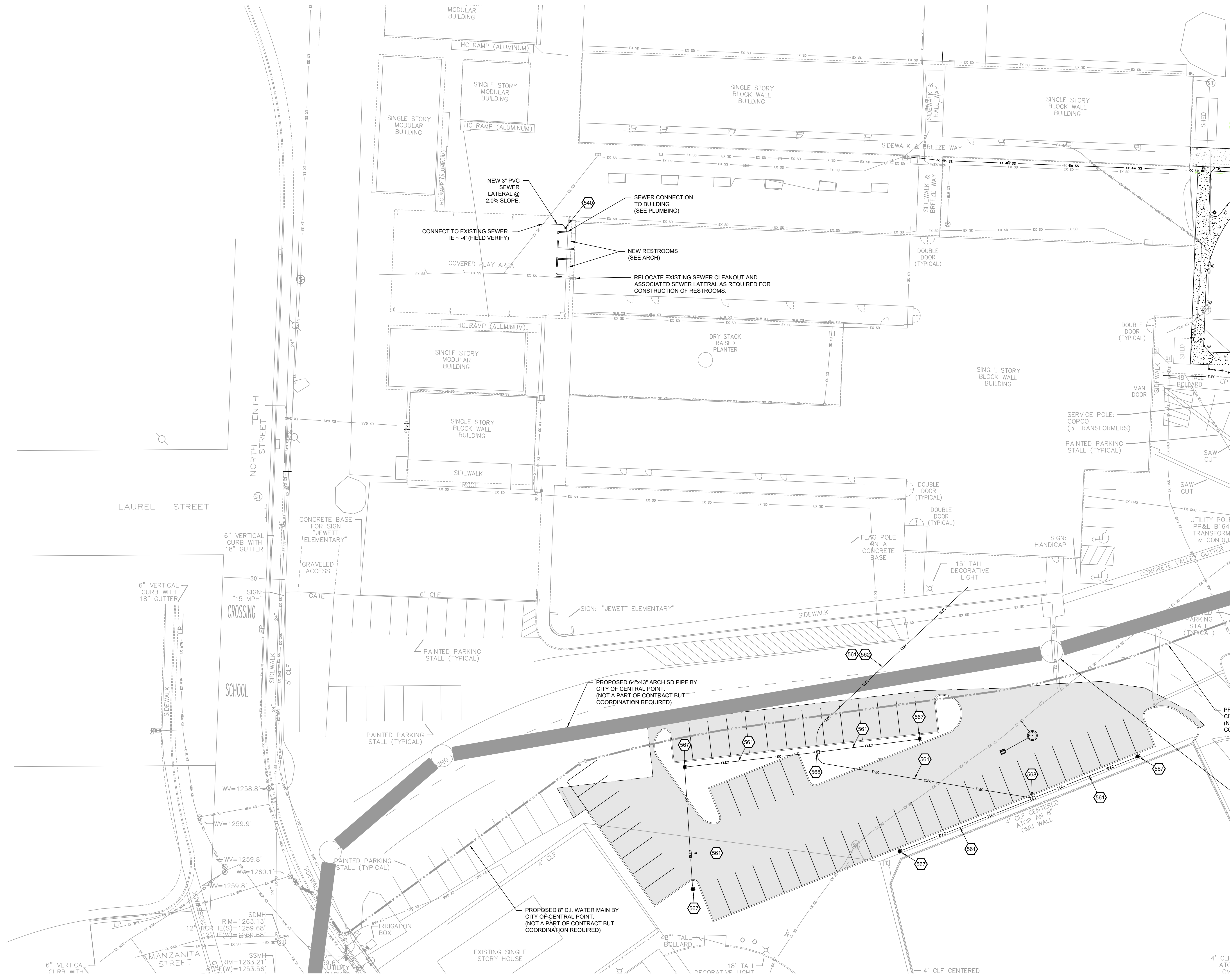
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Project Number 2006.6
 Date 03.22.2021

BUILDING PERMIT ISSUE

GRADING & DRAINAGE PLAN

C4.0



GENERAL NOTES

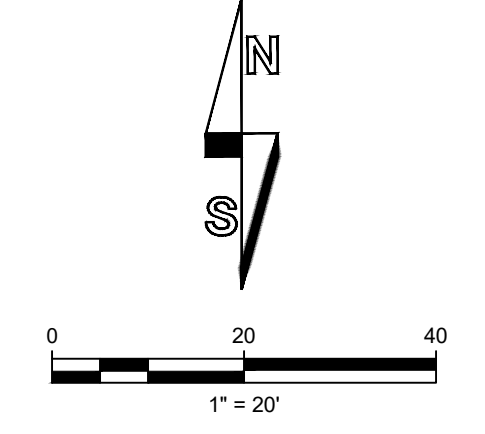
1. SEE C4.0 FOR STORM DRAINAGE IMPROVEMENTS
2. SEE C3.2 FOR PARKING LOT GRADING.
3. SEE LANDSCAPE PLANS FOR PLANTING AND IRRIGATION, INCLUDING SLEEVES.
4. SEE ELECTRIC PLANS FOR SITE LIGHTING.

KEYNOTES

- 540 CLEANOUT (SEE C6.2)
- 561 LIGHTING ELECTRIC CONDUIT (SEE E1.00).
- 562 COORDINATE TRENCH LOCATION AND ELEVATION FOR ELECTRIC CONDUIT WITH CITY OF CENTRAL POINT AS THE CITY STORM AND WATER MAIN IMPROVEMENTS PROJECT WILL LIKELY BE CONSTRUCTED AT THE SAME TIME AS PARKING LOT.
- 567 PARKING LOT LIGHT POLE BASE (SEE E1.00)
- 568 ELECTRIC JUNCTION BOX (SEE E1.00)

PLAN VIEW - UTILITY PLAN

SCALE: 1" = 20' - 0"



| No. | Description | Date |
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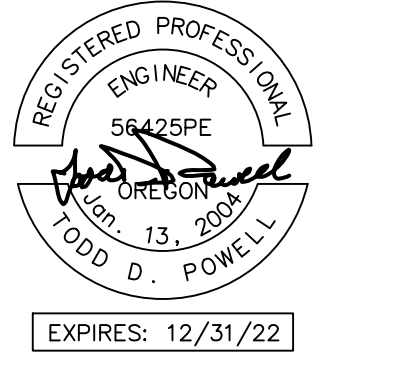
Project Number 2006.6
Date 03.22.2021

BUILDING PERMIT ISSUE

UTILITY PLAN

C5.0

BBT ARCHITECTS
1140 SW Simpson Ave., Suite 200
Bend, Oregon 97702
1.541.382.5535 | 1.541.389.8033



Consultant
POWELL engineering + consulting
221 N. Central Ave., PMB 221
Medford, OR 97501
541.613.0723 phone
www.powellengineeringconsulting.com

VERIFY SCALES
IF NOT ONE EACH ON THIS SHEET, VERIFY SCALES ACCORDINGLY.

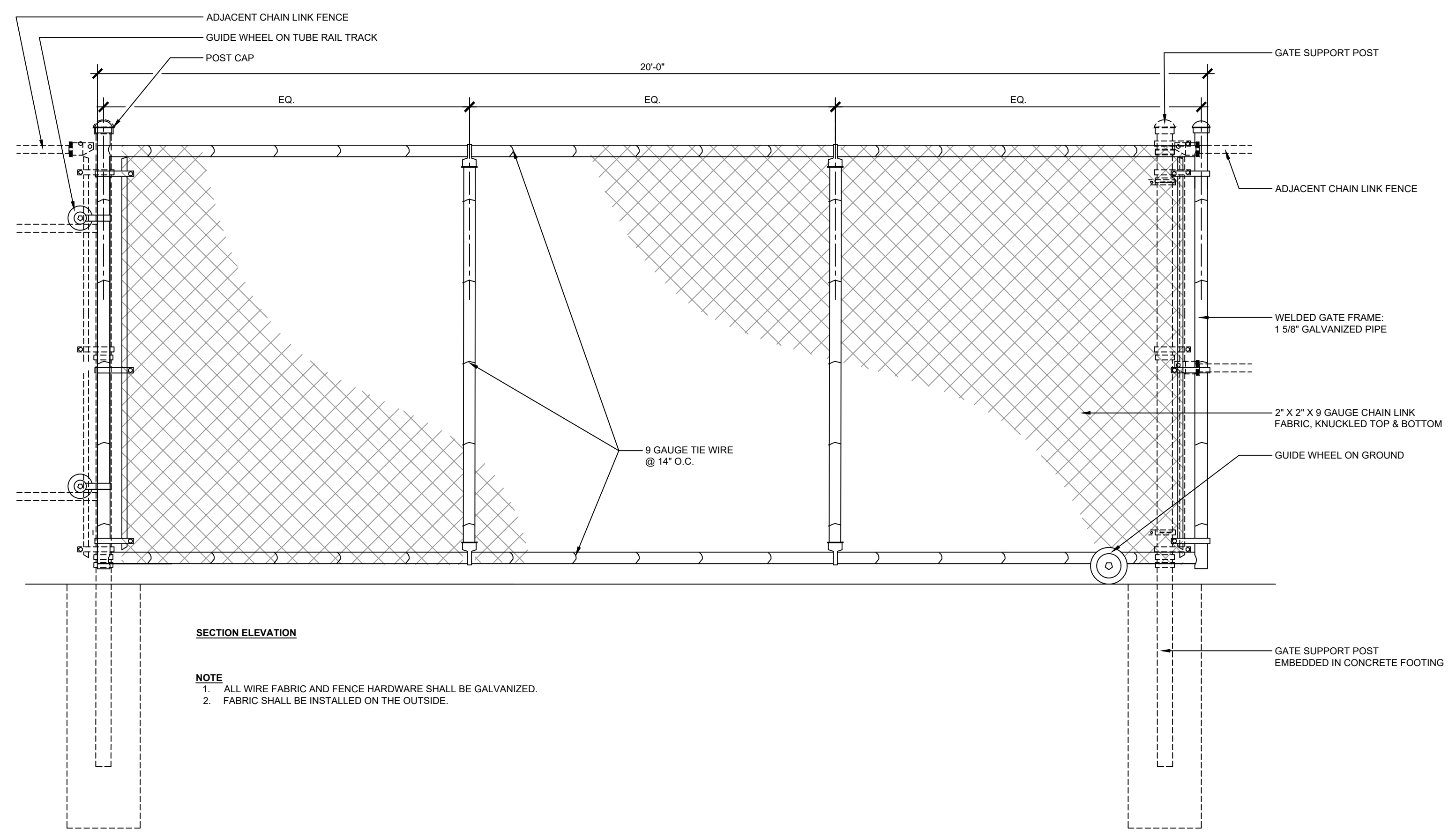
JACKSON COUNTY DISTRICT #6 JEWETT ELEMENTARY SCHOOL REMODEL & PARKING LOT ADDITION

1001 MANZANITA ST, CENTRAL POINT, OR 97502

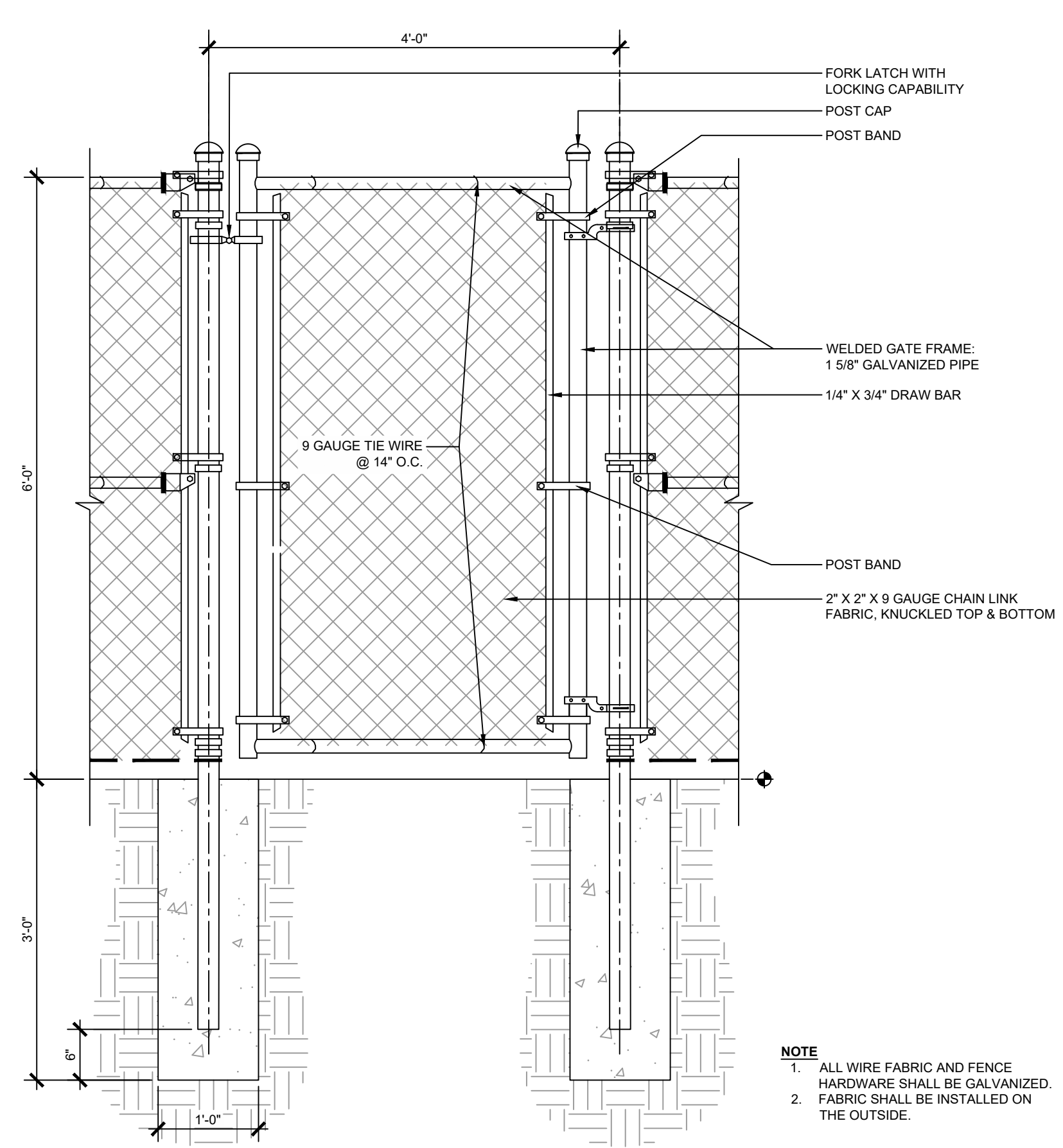
Attachment: JES-REM Building Permit Issue - Civil (1423 - Jewett Elementary School Water and Storm Drain Lines)

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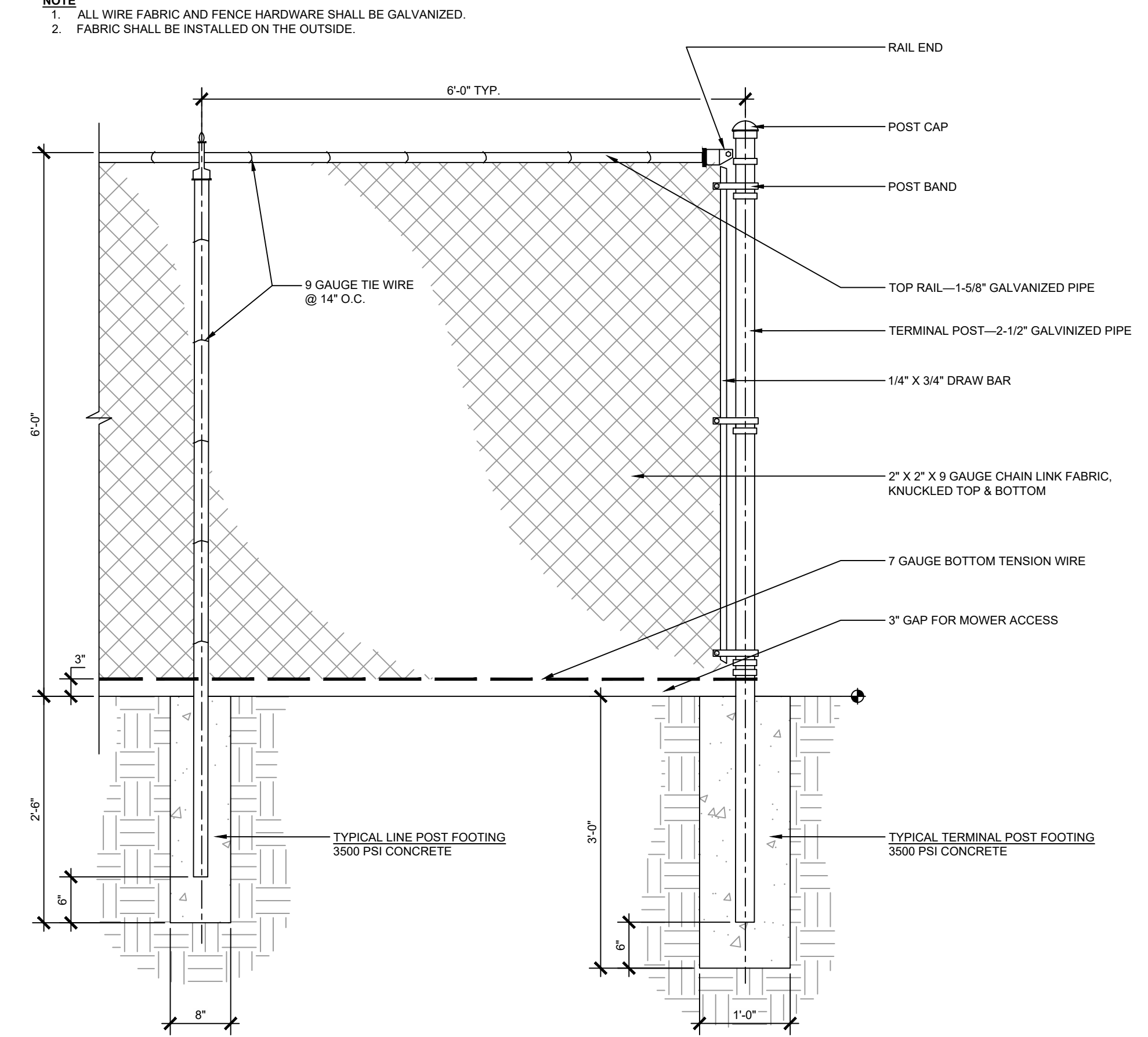
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344 CHAIN LINK MANUAL ROLL GATE
SCALE: NTS



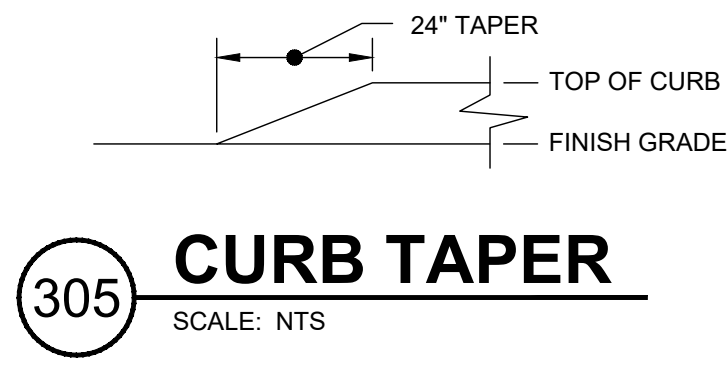
345 CHAIN LINK FENCE GATE
SCALE: NTS



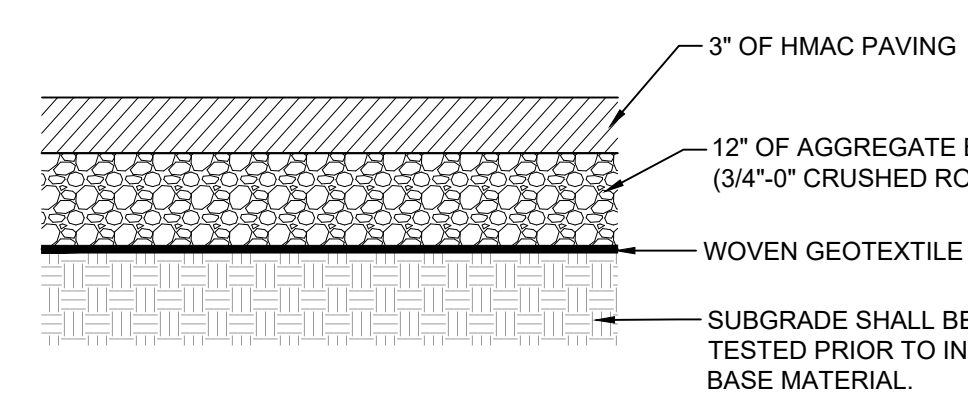
340 6' CHAIN LINK FENCE
SCALE: NTS

GATE AND FENCE NOTES

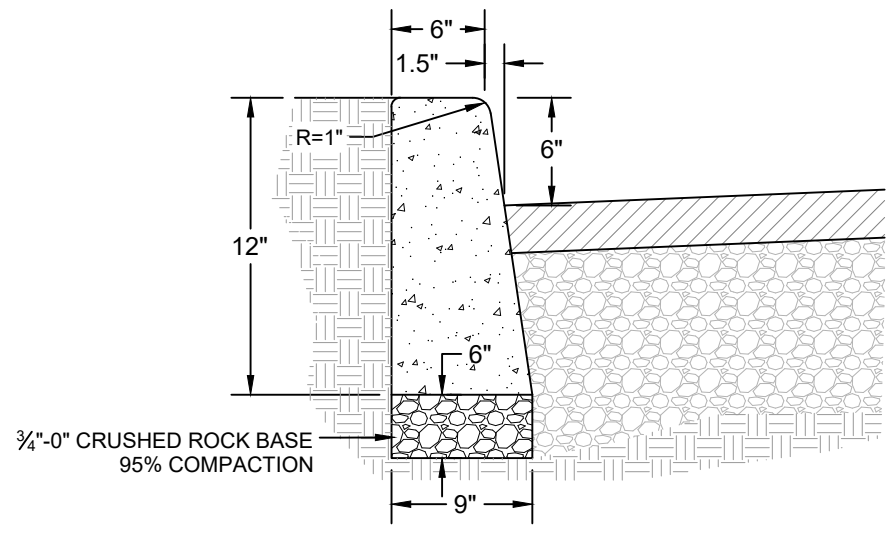
- GATES AND FENCE DETAILS SHOWN REPRESENT GENERAL DESIGN INTENT ONLY. MODIFICATIONS MAY BE ALLOWED BY FENCE FABRICATION COMPANY.
- FENCE FABRICATION COMPANY SHALL ISSUE SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO INSTALL.



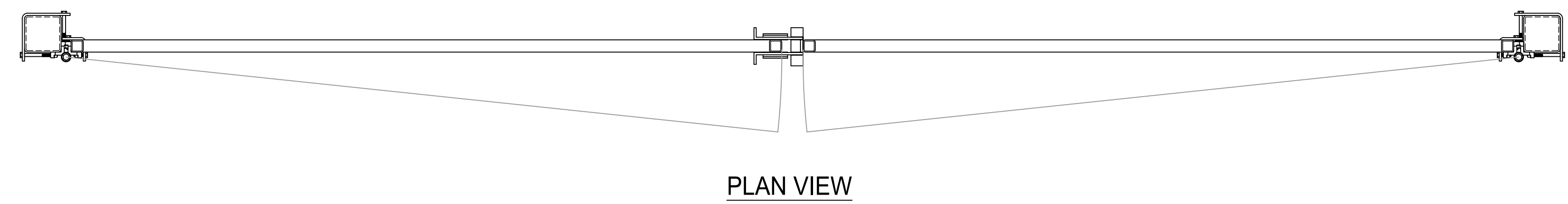
305 CURB TAPER
SCALE: NTS



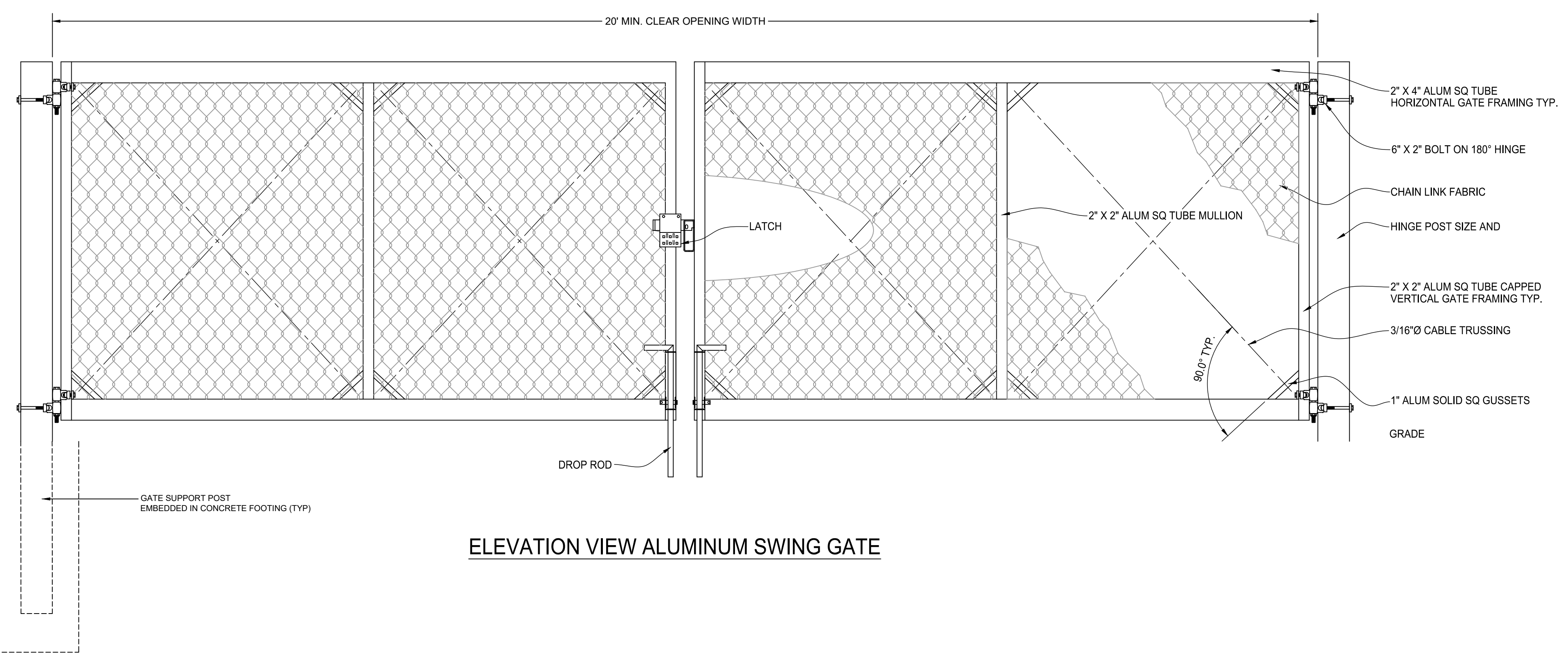
322 AC SECTION - LIGHT
SCALE: NTS (PARKING LOT)



301 VERTICAL CURB
SCALE: NTS

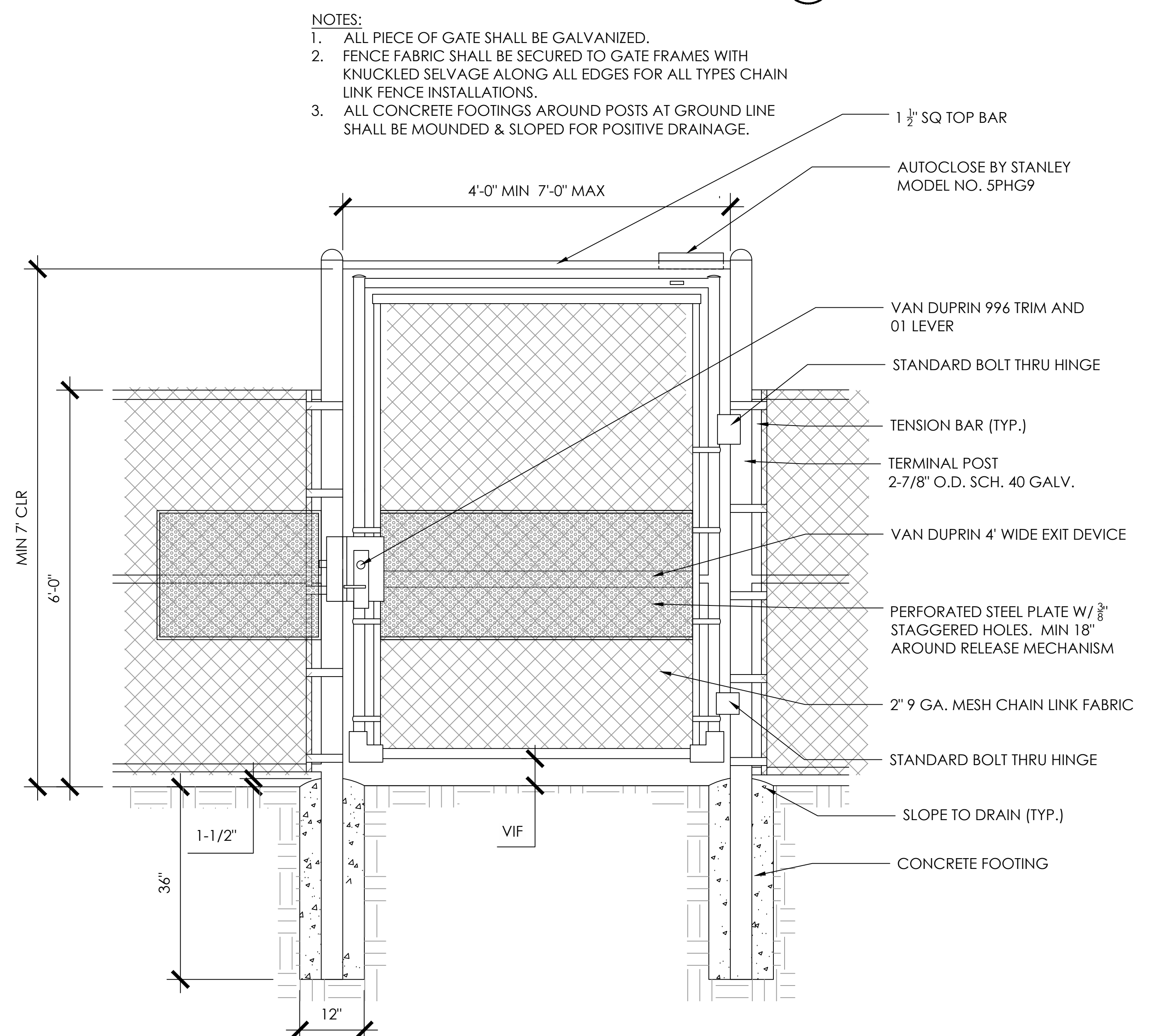


PLAN VIEW



ELEVATION VIEW ALUMINUM SWING GATE

343 CHAIN LINK 20' DOUBLE SWING GATE
SCALE: NTS



347 CHAIN LINK PANIC GATE
SCALE: NTS

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Bend, Oregon 97702
1.541.382.5535 | 1.541.389.8033

REGISTERED PROFESSIONAL ENGINEER
56425PE
13, 1998
D.D. POWELL
EXPIRES: 12/31/22

Consultant
POWELL engineering + consulting
221 N. Central Ave., PMB 221
Medford, OR 97501
541.613.0723 phone
www.powellengineeringconsulting.com

VERIFY SCALES
1" = 1'-0" (VERTICAL)
1" = 10'-0" (HORIZONTAL)
IF NOT ONE EACH ON THIS SHEET, CHECK EACH INDIVIDUALLY.

JACKSON COUNTY DISTRICT #6 JEWETT ELEMENTARY SCHOOL REMODEL & PARKING LOT ADDITION
1001 MANZANITA ST, CENTRAL POINT, OR 97502

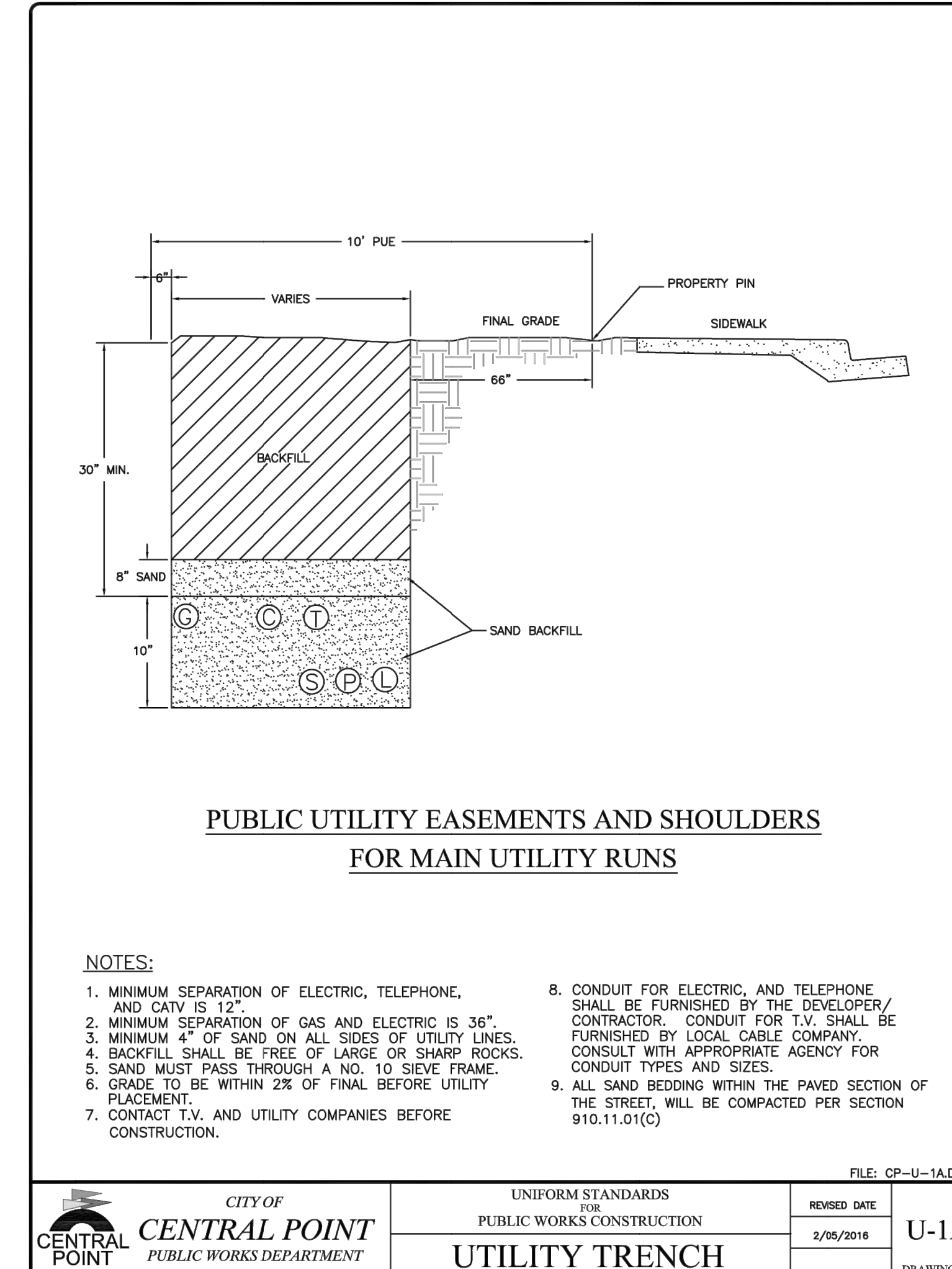
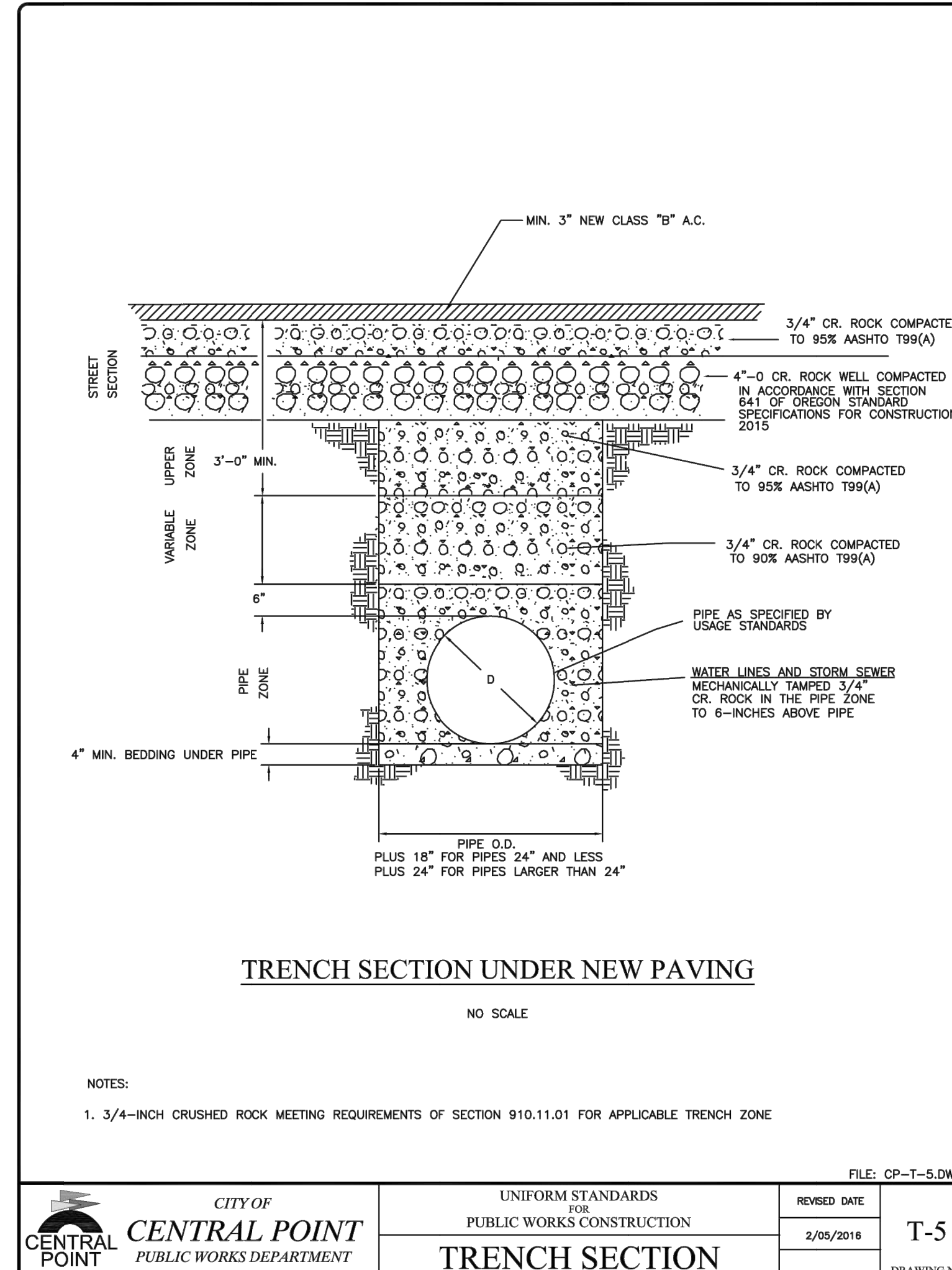
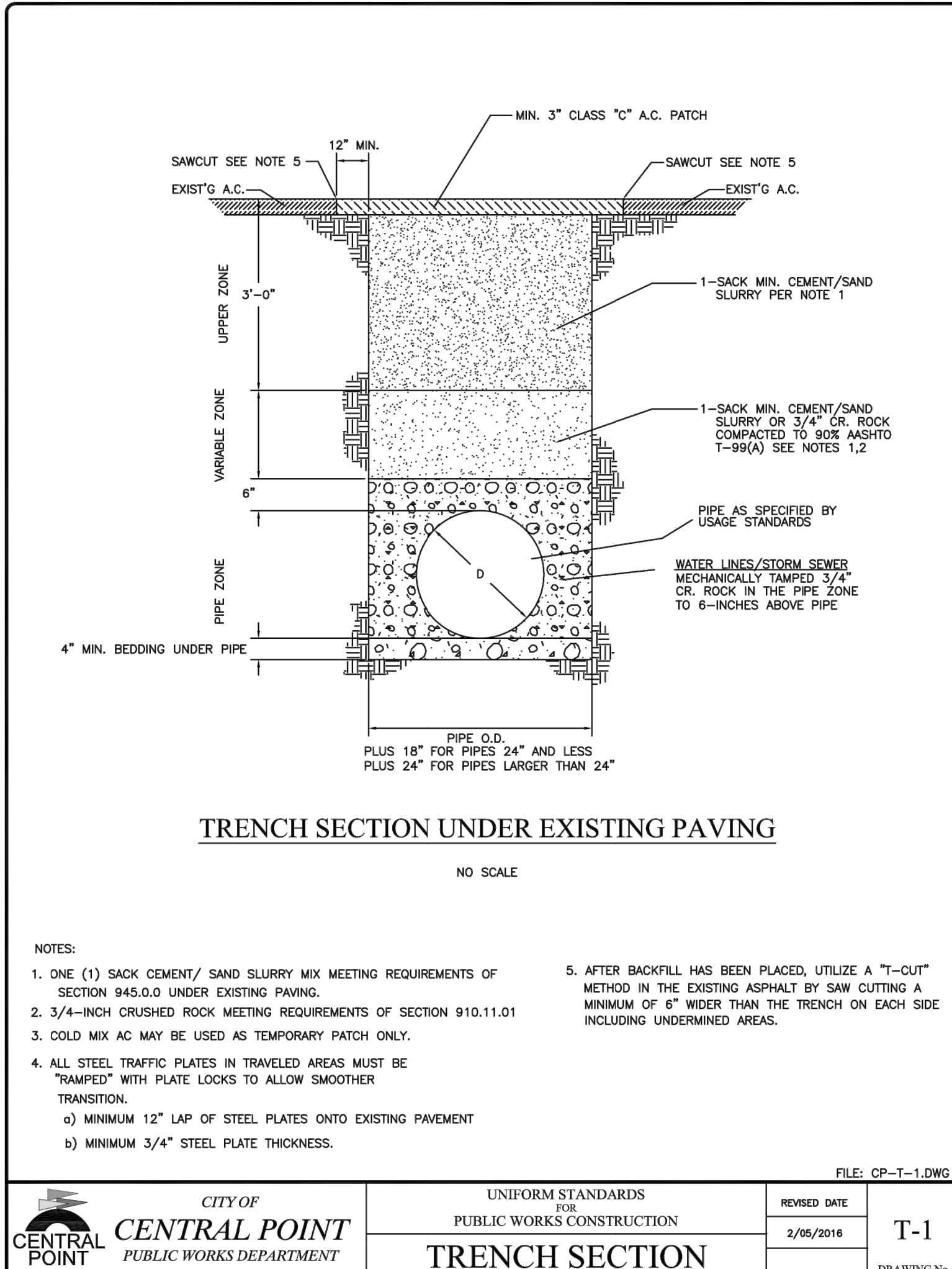
| No. | Description | Date |
|-----|-------------|------|
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Project Number 2006.6
Date 03.22.2021

BUILDING PERMIT ISSUE

PROJECT DETAILS

C6.0

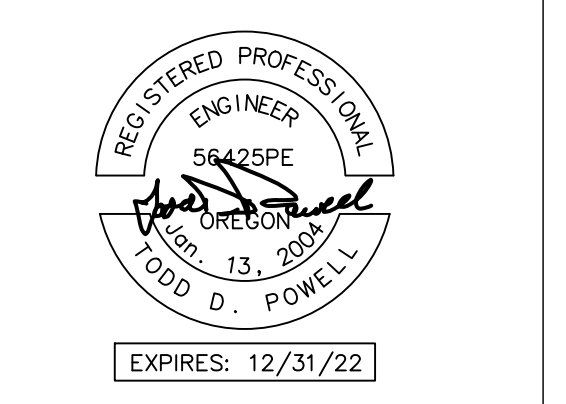


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| CITY OF CENTRAL POINT PUBLIC WORKS DEPARTMENT | UNIFORM STANDARDS | REVISION DATE | T-1 |
| | PUBLIC WORKS CONSTRUCTION | 2/05/2016 | |
| TRENCH SECTION | | DRAWING No. | |

| | | | |
|--|---------------------------|---------------|-----|
| CITY OF CENTRAL POINT PUBLIC WORKS DEPARTMENT | UNIFORM STANDARDS | REVISION DATE | T-5 |
| | PUBLIC WORKS CONSTRUCTION | 2/05/2016 | |
| TRENCH SECTION | | DRAWING No. | |

| | | | |
|--|---------------------------|---------------|------|
| CITY OF CENTRAL POINT PUBLIC WORKS DEPARTMENT | UNIFORM STANDARDS | REVISION DATE | U-1A |
| | PUBLIC WORKS CONSTRUCTION | 2/05/2016 | |
| UTILITY TRENCH | | DRAWING No. | |

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 1140 sw Simpson Ave., Suite 200
 Bend, Oregon 97702
 1.541.382.5535 | 1.541.389.8033



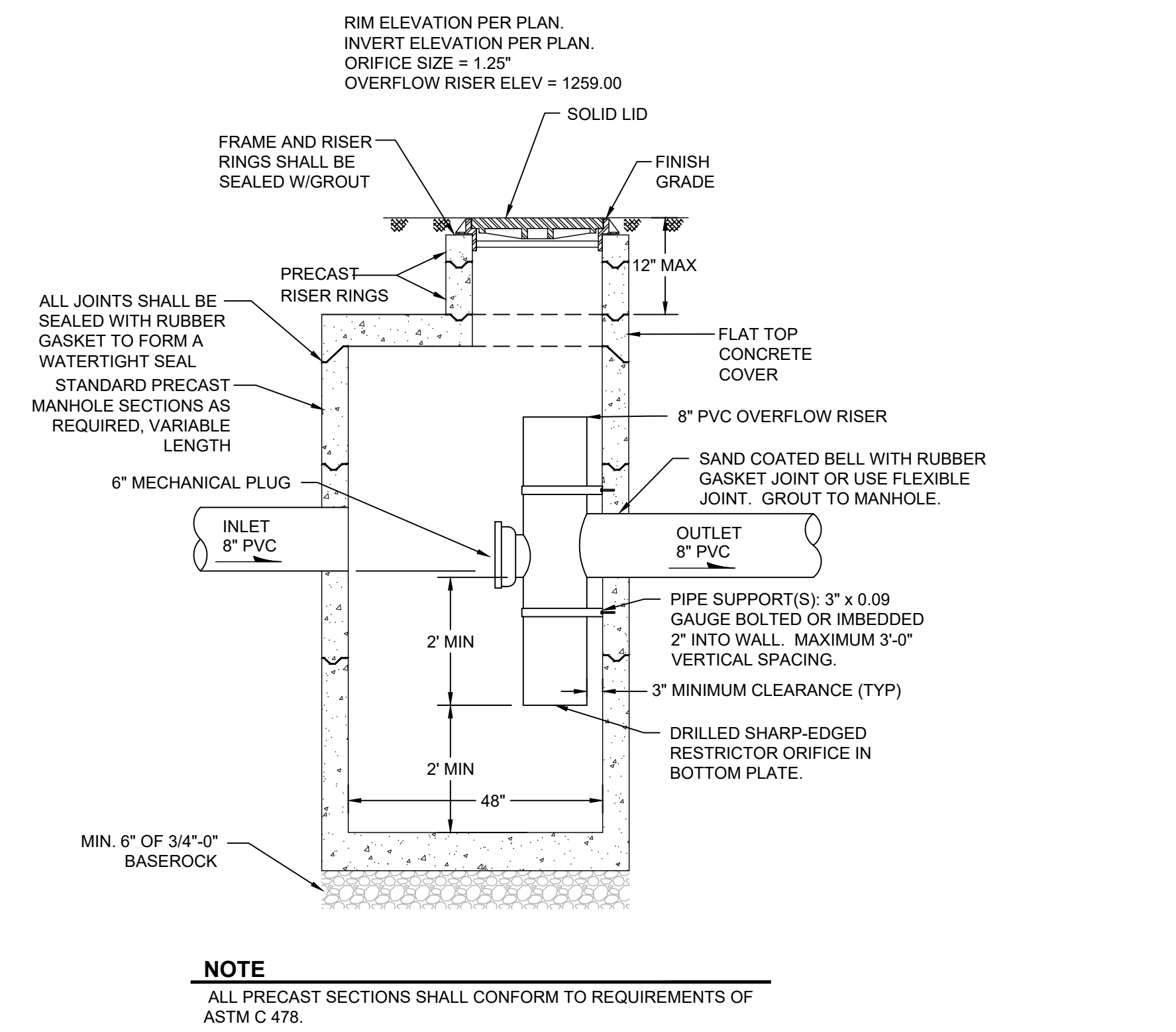
Consultant

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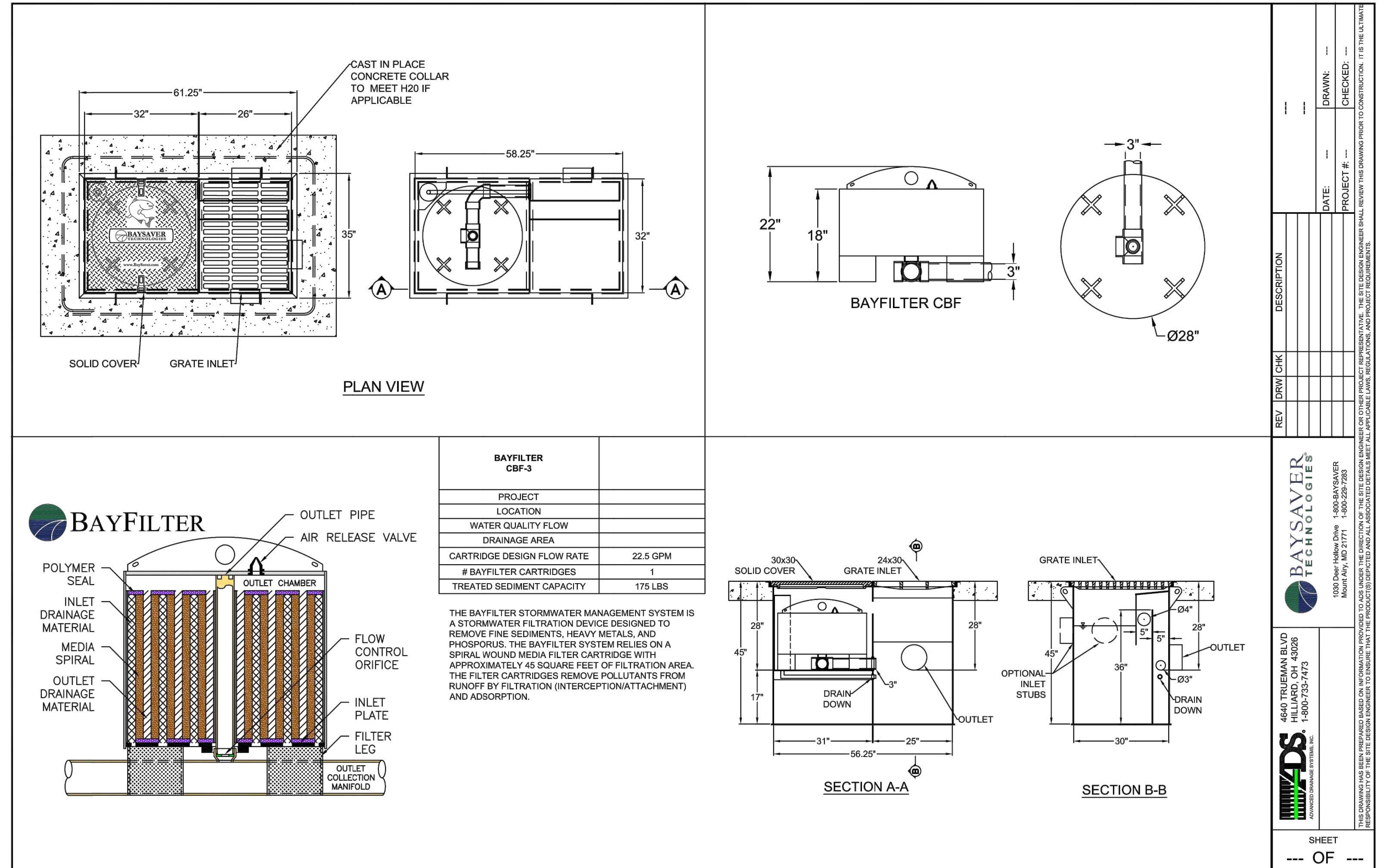
VERIFY SCALES
 IF NOT ONE EACH ON THIS SHEET, CHECK EACH INDIVIDUALLY

JACKSON COUNTY DISTRICT #6 JEWETT ELEMENTARY SCHOOL REMODEL & PARKING LOT ADDITION

1001 MANZANITA ST, CENTRAL POINT, OR 97502



406 CONTROL STRUCTURE MANHOLE
 SCALE: NTS



417 WATER QUALITY TREATMENT CATCH BASIN
 SCALE: NTS

| REV | DESCRIPTION | DATE | DRAWN | CHECKED |
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| PROJECT # | |
| DATE | |

| No. | Description | Date |
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Project Number 2006.6
 Date 03.22.2021

BUILDING PERMIT ISSUE

STANDARD DETAILS

C6.1

Drawing Name: C:\Users\TPOWELL\Desktop\Cad\3D Projects\Current\Project\BBT CP6102 - Jewett Elementary\Drawings\CADD\JES PL 03 Series.dwg
 Last Save: March 12, 2021 3:18 PM
 Plot Date: March 16, 2021 3:13 PM
 By: TPOWELL

Attachment: JES-REM Building Permit Issue - Civil (1423 - Jewett School Water and Storm Drain Lines)

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 Packet Pg. 70

Should the Council choose to renew the Visitors Information Center operational agreement, the agreement specifies current VIC funding levels at \$22,400 per year. However, the city's annual contribution depends on budgetary authority granted by the Central Point Budget Committee & City Council. Prior to budget authorization for VIC funding the Central Point Chamber of Commerce is required to present a proposed annual budget, and provide details on operational specifics, goals and objectives.

LEGAL ANALYSIS:

A public hearing is not required for this item but allowing public comment on the proposed agreement renewal is appropriate.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

City of Central Point 2040 Strategic Plan

GOAL 1 - Build strong relationships between government and its citizens.

STRATEGY 3 – Communicate, collaborate, and partner with other governmental agencies, public and private enterprises to pool and/or leverage resources to achieve optimal outcomes for the community.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed agreement with the Central Point Chamber of Commerce to operate the Visitors Information Center from 2021-2023, with an option for a 2-year extension.

RECOMMENDED MOTION:

I move to adopt resolution number _____ approving a two-year agreement between the City of Central Point and Central Point Chamber of Commerce for operation of the Visitors Information Center.

ATTACHMENTS:

1. Current Chamber Office Lease
2. CE Budget Detail
3. Resolution approving Chamber Agreement 06-10-2021
4. Chamber Agt July 2021 - June 2023



FIRST AMENDMENT TO LEASE
EXTENSION AGREEMENT

THIS AGREEMENT is made this first day of February, 2020 by and between C. David Freel, doing business as, FREEL & ASSOCIATES LLC, hereinafter referred to as "Lessor" and the City of Central Point, (an Oregon municipal cooperation) hereinafter referred to as "Lessee". This is the FIRST extended term of the original lease dated January 13, 2017.

R E C I T A L S:

WHEREAS, Lessee and Freel & Associates, LLC, entered into a Lease dated January 13, 2017 (the "Original Lease") covering the premises located at 650 East Pine St., Central Point, Oregon (as more fully described in the Original Lease as the "Premises");

- A. Lessee now desires to reinstate/renew or extend said Lease on the terms and conditions set forth herein for an additional twenty four (24) months.

NOW, THEREFORE, for the reasons recited above and in consideration of the following mutual promises and covenants, the parties hereby agree as follows:

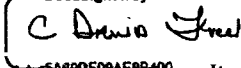
1. **EXTENSION.** The parties hereby agree to extend or renew the term of the Lease attached hereto as Exhibit "A" for an additional 24-month term. This extension renewal term will be from January 1, 2020 and shall terminate at midnight December 31, 2021.
2. **RENTAL.** Beginning with the payment due on March 1, 2020 the parties agree that the basic rent for said property is the sum of \$1312.50 (1.25/sq. ft) per month. This shall be paid on or before the first day of each month.
3. **CONTINUATION.** Unless otherwise modified or amended by the terms of this Agreement all other terms and conditions of the aforementioned Commercial Lease Agreement, attached as Exhibit "A" shall remain in full force and effect and binding between the parties. This includes Lessee's obligation to pay basic rent and all other costs, charges and expenses called for pursuant to the terms of the said Lease.

- 4. **RECITALS.** The parties hereby incorporate by reference the recitals set forth above.
- 5. **ATTORNEY FEES.** In the event a suit or action is filed concerning this Agreement then the prevailing party shall be awarded their reasonable attorney fees as set by the trial court, or if on appeal, by the appellate court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

LESSOR:

C. DAVID FREEL, dba:
FREEL & ASSOCIATES, LLC

By 
C. David Freel Its: Managing Member

Date 1/30/2020

LESSEE:

City of Central Point

By 
Chris Clayton Its: City Manager

Date 01/20/2020

Attachment: Current Chamber Office Lease (1421 : Resolution Approving Chamber VIC Agreement)

LEASE

THIS Lease ("Lease"), is made and entered into as of this 13th day of January, 2017 ("Effective Date"), by and between Freel & Associates, LLC ("Lessor"), and the City of Central Point, an Oregon municipal corporation ("Lessee"). Lessee and Lessor are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

Article 1 AGREEMENT TO LEASE

Lessor owns certain real estate, including land and improvements, commonly known as **650 East Pine Street, Central Point**, Jackson County, Oregon (the "Property"), as shown and legally described on Exhibit A. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, a portion of the Property as follows.

Article 2 PREMISES

2.1 Description

Lessor hereby leases to Lessee, on the terms and conditions stated below, certain space consisting of approximately **1050 square feet** (Chamber =850 sq. ft./ Visitor Center= 200sq.ft.) of indoor space (the "Premises") in the building ("Building") located within the Property, together with all improvements located in, or to be made thereto by either Lessor or Lessee, in the Premises. The Premises represents a **9%** (1050/11264) proportionate share of the Property. The Premises is shown on Exhibit B. Lessor makes no warranty as to the exact square footage of the Premises.

2.2 Permitted Use

Lessee will use the Premises only for the following purpose: Office and visitor center ("Permitted Use"). No other use may be made of the Premises without the prior written approval of Lessor.

2.3 Compliance with Laws and Regulations

Lessee will comply with all applicable state, federal, and local laws, ordinances, rules, and regulations, including but not limited to, local fire codes, zoning regulations, and occupancy codes. Lessee will promptly provide to Lessor copies of all communications to or from any government entity that relate to Lessee's noncompliance, or alleged noncompliance, with any laws or other government requirements impacting the Premises.

2.4 Limits on Use

Lessee will not use, nor permit anyone else to use, the Premises in a manner, nor permit anything to be done in the Premises, that (a) adversely impacts, or is likely to adversely impact, the Premises, the Property, or any element or part of the Premises or the Property, or the operations of the Premises or the Property; (b) creates any condition that is a safety hazard; (c) creates a condition that may increase the rate of fire insurance for the Premises or the Property or would prevent Lessor from taking advantage of any ruling of an insurance rating bureau that would allow Lessor to obtain reduced rates for its insurance policies, or violates any requirements of Lessee's insurance carrier; or (d) creates a hazard or a nuisance to other tenants or occupants of the Property.

2.5 Condition of Premises / No Warranties

Lessor makes no warranties or representations regarding the condition of the Premises or the Property, including, without limitation, the suitability of the Premises for intended uses or the

condition of the improvements. Lessee has inspected and accepts the Premises in its "AS IS" condition upon taking possession. Lessor will have no liability to Lessee, and Lessee will have no claim against Lessor, for any damage, injury, or loss of use caused by the condition of the Premises or the Property. Lessee is solely responsible for thoroughly inspecting the Premises and ensuring that it is in compliance with all laws.

2.6 Lessor's Maintenance / Repair Obligation

Lessor is responsible for maintaining the structural integrity of the Building exterior walls, foundation, roof, **heating and cooling system**, sprinkler system, and any shared loading docks and doors unless damage is caused by Lessee. Lessee will promptly notify Lessor of any damages or noticed defect to any of the foregoing.

2.7 Americans with Disabilities Act

Compliance with the Americans with Disabilities Act ("ADA") is dependent on Lessee's specific use of the Premises. Lessor makes no warranties or representations about whether the Premises comply with the ADA or any similar state or local legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises to achieve ADA or other similar law compliance, Lessee agrees to make any such necessary modifications, additions, or both at Lessee's expense.

Article 3 TERM

3.1 Initial Term

The term of this Lease will commence on **January 1, 2017** (the "Commencement Date"), and continue for a **lease term of 36 months**, expiring on **December 31, 2019** ("Expiration Date"), unless sooner terminated under the terms of this Lease ("Initial Lease Term"). As used herein "Lease Term" means the Initial Lease Term and, if extended, also includes the Extension Term.

3.2 Extension Option

If the Lessee is not then in Default of this Lease (as defined in Article 12), Lessee will have an option to extend the Initial Lease Term ("Extension Option") for up to ONE additional TWO year renewal term, on the same terms and conditions as herein provided, except for the Basic Rent, which will be increased at the beginning of any Extension Term as set forth in Article 4. An Extension Option may be exercised by written notice given to Lessor not less than 90 days, nor more than 120 days before the expiration of the Initial Lease Term or any Extension Term. Failure to exercise any Extension Option will terminate any subsequent Extension Option(s).

Article 4 RENT

4.1 Basic Rent Amount and Due Date

The base monthly rent ("Basic Rent") for the Initial Lease Term is \$1200.00. Basic Rent is due and payable commencing on the Commencement Date and on the first day of each and every month thereafter during the Lease Term.

4.2 Additional Rent

This Lease is a "modified gross lease" meaning that unless otherwise specifically provided herein, Lessee is responsible to pay all taxes, associated with the Premises, with those charges being billed annually by Lessor to Lessee commencing with the amount due on the November 2016 tax bill. Lessee will pay Lessee's proportionate share (9%) of taxes. All amounts

due hereunder in addition to the Basic Rent are deemed "Additional Rent." Any reference to "Rent" herein includes Basic Rent and Additional Rent.

4.3 Basic Rent Rate Escalation

Basic Rent will shall be increase on each anniversary of the Commencement date by 2% ("Minimum Escalation") or by the CPI-U increase, whichever is greater. CPI-U increase shall be calculated by determining the percentage that the CPI-U index increased during the prior 12 months. The CPI-U index shall mean the CPI-U for Portland, Oregon. The index base period shall be 1982-1984=100. Any successive Extension Terms shall be increased in the same manner, with the Minimum Escalation or the CPI-U increase applied to the previous Extension Term's Basic Rent.

4.4 Security Deposit

4.4.1 Amount of Security Deposit

Upon execution of this Lease, Lessee will deposit with Lessor and continuously maintain a "Security Deposit" in the amount of \$800.00 (This has been prepaid with previous lease and is already credited to lessee)

4.4.2 Use of Security Deposit

The Security Deposit secures Lessee's full and faithful performance and observance of all of Lessee's obligations under this Lease and under any other written agreement between Lessee and Lessor specifically referring to the Security Deposit. The Security Deposit will not be considered to be held in trust by Lessor for the benefit of Lessee, may be commingled with other funds of Lessor, and will not be considered an advance payment of Rent or a measure of Lessor's damages in the case of an Event of Default (defined in section 12.1) by Lessee. Lessor may, but will not be obligated to, after 10 days' advance written notice is delivered to Lessee in accordance with section 17.9, draw on and apply the Security Deposit (including all interest earned thereon) to: (a) pay any delinquent Basic Rent or other Rent not paid within the applicable time period, if any, under section 12.1.1; and/or (b) remedy any violation of this Lease, after Lessee has received notice and opportunity to cure under section 12.1.2, if a notice and opportunity to cure is required under this Lease. If Lessor applies any of the Security Deposit to any of the above, Lessee will, immediately upon demand, replenish the Security Deposit to its full amount. If Lessee fully performs all of its obligations under this Lease, the Security Deposit, or any balance remaining thereof, will be returned to Lessee within 30 days after the Expiration Date or earlier termination of this Lease and delivery of the Premises back to Lessor. However, if a reasonable question exists concerning Lessee's full compliance with this Lease, or if there is any obligation under this Lease to be performed after the Expiration Date or earlier termination of this Lease, Lessor may require that the Security Deposit remain in place until Lessor is satisfied that there has been no violation of this Lease and all obligations due under this Lease have been fully performed, even if it takes Lessor longer than 30 days to make such a determination to Lessor's reasonable satisfaction.

4.5 Taxes

Lessee agrees to pay, on or before the date they become due, Lessee's proportionate share of all taxes, assessments, special assessments, user fees, and other charges, however named, that, after the Effective Date and before the expiration of this Lease, may become a lien or that may be levied by any state, county, city, district, or other governmental authority on the Premises, any interest of Lessee acquired under this Lease, or any possessory right that Lessee may have in or to the Premises by reason of its occupancy thereof, as well as all taxes, assessments, user fees, or other charges on all property, real or personal, owned or leased by Lessee in or about the

Premises (collectively, "Taxes"), together with any other charge levied wholly or partly in lieu thereof. Taxes are considered Additional Rent under this Lease. All Taxes are paid to the taxing authority by Lessor and are paid to Lessor by Lessee annually when billed by Lessor.

4.6 Operating Expenses and Utilities

Lessee will promptly pay any and all charges for telephone, Internet, and all other charges for utilities or services that may be furnished directly to the Premises.

Lessor has no responsibility to provide any utility services to the Premises that are not already in place. If additional services are required, Lessee will obtain Lessor's permission for their installation, at Lessee's sole cost and expense. Lessee will have access to the utility corridors of the Building as needed.

4.7 Common Areas

The "Common Areas" consist of certain unleased areas and facilities outside the Premises and within the exterior boundary line of the Property and interior utility raceways and installations that are designated by Lessor to be for the general nonexclusive use of Lessor, Lessee, all other tenants of the Property. The Common Areas include but are not limited to parking areas, certain loading and unloading areas, garbage and debris disposal areas, roadways, walkways, driveways, and landscaped areas. Lessee has the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof. Under no circumstances does the right to use the Common Areas include the right to store any property, either temporarily or permanently, in the Common Areas. Any such storage will be permitted only by the prior written consent of Lessor and may be revoked at Lessor's convenience. If any unauthorized storage occurs, Lessor will have the absolute right, without notice and in addition to the other rights and remedies that it may otherwise have at law or under this Lease, to remove the property to Lessee's Premises or a storage area and to charge the cost to Lessee, which cost will be immediately payable upon demand by Lessor. The removal will not be considered any form of bailment.

4.7.1 Lessor's Authority over Common Areas

Lessor has the exclusive control, management, and maintenance of the Common Areas and has the right to establish, modify, amend, and enforce rules and regulations for the management, safety, care, and cleanliness of the Common Areas, the parking and unloading of vehicles, and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Property and their invitees. Lessee agrees to abide by and conform to such rules and regulations, and will use its best efforts to cause its employees, suppliers, shippers, customers, contractors, and invitees to so abide and conform. Lessor will not be responsible to Lessee for any noncompliance with any rules and regulations by other tenants of the Property. Lessor has the right, in Lessor's sole discretion, from time to time: (a) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape, and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, landscaped areas, walkways, and utility raceways, and changes to the ingress, egress, and direction of traffic; (b) to close any of the Common Areas temporarily for maintenance purposes as long as reasonable access to the Premises remains available; (c) to designate land outside the current boundaries of the Property to be a part of the Common Areas; (d) to add additional buildings and improvements to the Common Areas; (e) to utilize the Common Areas as Lessor deems appropriate while engaged in making additional improvements, repairs, or alterations to the Property, or any portion thereof; and (f) to perform any other acts and make any other

changes in, to, or with respect to the Common Areas and Property as Lessor may, in the exercise of reasonable business judgment, deem to be necessary or appropriate.

4.8 Late Charge

If Lessee fails to pay any Rent required to be paid under this Lease within 10 days after it is due, there shall be a late charge of 5 percent of the overdue payment. In addition to the late charge, all amounts of Rent past due will bear interest at a "Delinquency Rate" of 12 percent per annum from the due date until paid in full.

4.9 Time and Place of Payments

Lessee will pay Lessor Basic Rent monthly, in advance, and on the first day of the month without abatement, deduction, or offset. Additional Rent will be paid on or before the due date. Payment of all Rent will be made to Lessor to the address set forth in section 17.9 or such other place as Lessor may designate in accordance with the requirements of section 17.9.

4.10 Acceptance of Rent

Lessor's acceptance of a partial payment of Rent will not constitute a waiver of any Event of Default (defined in section 12.1), nor will it prevent Lessor from exercising any of its other rights and remedies granted to Lessor under this Lease, by law, or in equity. Any endorsements or statements on checks of waiver, compromise, payment in full, or any other similar restrictive endorsement will have no legal effect. Lessee will remain in violation of this Lease and will remain obligated to pay all Rent due, even if Lessor has accepted a partial payment of Rent. Acceptance of a late but full payment of Rent (including Rent plus all interest due thereon at the Delinquency Rate) will constitute a waiver and satisfaction of that late payment, violation, or Default only and will not constitute a waiver of any other late payment, violation, or Default.

Article 5

LESSEE OBLIGATIONS

5.1 Repairs and Maintenance

Lessee is responsible for all maintenance, repair, replacement, and refurbishment of the Premises, including all improvements thereon, including but not limited to: interior walls, flooring, ceilings, doors & windows and related hardware, light fixtures, switches, wiring and plumbing from point of entry to premises, built in cabinetry, whether owned by Lessor or Lessee, except those items set forth in section 2.6, which are Lessor's responsibility unless damaged due to Lessee's negligence, failure to perform its repair and maintenance responsibilities, improper performance of repair and maintenance responsibilities, or misuse of the Premises (including overloading the floors or improperly stressing the roof supports), and in that case Lessee will be assessed for the damage caused by Lessee. Lessor will also maintain the Common Areas, as more particularly described in sections 4.7.1 and 4.7.2 above. Lessor has no other maintenance obligations to Lessee. If work performed by Lessor is required due to the negligence, neglect, or misconduct of Lessee, Lessee will promptly reimburse Lessor the cost of the work, plus interest thereon at the Delinquency Rate from the date the expense was incurred by Lessor until reimbursed by Lessee. Other than routine and customary repairs and maintenance, Lessee acknowledges that Lessee does not have the right to make any alterations to the Premises without the prior written consent of Lessor. Lessee will keep the Premises in good repair and clean condition, free and clear of accumulation of rubbish, debris, scrap materials, and litter. Lessee will ensure that no Hazardous Substance release occurs on the Premises at any time, as more particularly described in section 11.1.7. Lessee will commit no waste on the Premises or in the Common Areas.

5.2 Construction of Improvements

Lessee will undertake no construction, alteration, or changes on or to the Premises, without the prior written consent of Lessor. In some cases, construction bonding may be required by Lessor, in Lessor's reasonable judgment. Lessee will notify Lessor of any construction or repair work that might disturb any existing asbestos or lead paint if present, and Lessor will cooperate with Lessee to provide requested information concerning the same. Any construction or work on the Premises that could cause disruption to lead paint or asbestos must be done only after receipt of the prior written consent of Lessor, and any disruption must be conducted strictly in accordance with all applicable environmental, health, safety, and disposal laws and regulations. Lessor will have no construction obligations except to maintain those systems described in section 2.6.

5.3 Notice of Nonresponsibility

At least three days before commencing any approved work on the Premises that may give rise to a right to place a statutory lien on the Premises, Lessee will give written notice to Lessor of the date on which any such work is to commence so that Lessor may post, at appropriate places, statutory notices of nonresponsibility.

5.4 No Liens

Lessee agrees to pay, when due, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment that have been provided or ordered with Lessee's consent to the Premises. If any lien is filed against the Premises that Lessee wishes to protest, then Lessee will immediately notify Lessor of the basis for its protest and must deposit cash with Lessor, or procure a bond acceptable to Lessor, in an amount sufficient to cover the cost of removing the lien from the Premises. Failure to remove the lien or furnish the cash or a bond acceptable to Lessor within 15 days will constitute an Event of Default (defined in section 12.1) under this Lease, Lessor will be entitled to satisfy the lien without further notice to Lessee, and Lessee will immediately reimburse Lessor for any sums paid to remove any such lien.

5.5 Lessor Access to Premises

Lessor and its respective agents have the right to enter the Premises for the purposes of: (a) confirming the performance by Lessee of all obligations under this Lease, (b) doing any other act that Lessor may be obligated or have the right to perform under this Lease, and (c) for any other lawful purpose. Such entry will be made on reasonable advance notice and during normal business hours, when practical, except in cases of emergency or a suspected violation of this Lease or the law. Lessee waives any claim against Lessor for damages for any injury or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the entry except to the extent caused by the gross negligence or willful misconduct of Lessor. Lessor will use reasonable efforts to disturb Lessee's operations as little as reasonably possible during any of Lessor's repair and maintenance work. Lessee will provide Lessor with keys to all gates and doors in, on, or about the Premises, and Lessor will have the right to use any and all means that Lessor may deem reasonable to open the gates and doors in an emergency to obtain entry to the Premises.

5.6 Safety Requirements

Lessee will conduct its operations, activities, and duties under this Lease in a safe manner and in compliance with all safety standards imposed by applicable federal, state, and local laws and regulations. Lessee will require the observance of the foregoing by all subcontractors and all other persons transacting business with or for the Lessee in any way connected with the conduct of Lessee under this Lease. Lessee will exercise due and reasonable care and caution to prevent

and control fire on the Premises and to that end will provide and maintain fire suppression equipment approved by FM Global or an equivalent insurance company and other fire protection equipment as may be required under applicable governmental laws, ordinances, statutes, and codes for the purpose of protecting the improvements adequately and restricting the spread of any fire from the Premises to any property adjacent to the Premises, all at Lessee's sole cost and expense. Lessee will be solely responsible for provision and maintenance of fire extinguishers, but not for sprinkler systems. Lessee will, however, promptly notify Lessor if Lessee observes any problems relating to the sprinkler system and will do nothing to damage or disable the sprinkler system or any smoke detectors located within the Premises or Property.

5.7 Signs

Lessee will not erect, install, nor permit on the Premises any sign or other advertising device without first having obtained Lessor's written consent. Lessee will remove all signs and sign hardware upon termination of this Lease and restore the sign location to its former state, unless Lessor, in its sole option, elects to retain all or any portion of the signage.

5.8 Continuous Operations

During the Lease Term, Lessee will continuously maintain its operations on the Premises and will advise Lessor, in writing, if Lessee intends to cease operations for any period long than 15 consecutive days. During any period when Lessee is not operating on the Premises, Lessee will nonetheless be required to abide by and comply with all provisions of this Lease. Lessee will not abandon the Premises.

Article 6 SECURITY AND SANITATION

6.1 Security

Lessee acknowledges that numerous other parties and tenants occupy or have access to the Property and that Lessee is solely responsible for any and all its property located on the Premises or within the Property. Lessee waives any claim against Lessor for any loss or damage to Lessee's property. Lessor will not be responsible for the actions of any other tenants or other third parties who may come onto the Property or the Premises.

6.2 Handling of Trash

Lessee will be responsible for the adequate sanitary handling of all trash and other debris for the Premises and will provide for its timely removal to the holding area designated by Lessor. Lessee will gather, sort, and transport all garbage, refuse, and recyclable materials as needed from the Premises. Lessee will provide and use suitable fireproof receptacles for all trash and other refuse temporarily stored on the Premises. Lessee will not permit boxes, cartons, barrels, pallets, scrap piles, or other similar items to be piled or stored in the Common Areas or within view of the Common Areas unless otherwise approved, in writing, by Lessor. Lessee will cooperate with Lessor in the implementation of any recycling program that Lessor may have in place from time to time. Lessee will not allow trash or debris of any nature to accumulate on the Premises and will store all trash and debris in a manner that will prevent it from being a health or safety hazard or creating an unsightly condition in and around the Premises.

Article 7 INSURANCE REQUIREMENTS

7.1 Insurance Amounts

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Lessee under this Lease. The amounts listed indicate only the minimum amounts of

insurance coverage that Lessor is willing to accept to help ensure full performance of all terms and conditions of this Lease. All insurance required of Lessee by this Lease must meet all the minimum requirements set forth in this Article 7.

7.2 Certificates; Notice of Cancellation

On or before the Commencement Date, Lessee will provide Lessor with certificates of insurance establishing the existence of all insurance policies required under this Lease. Thereafter, Lessor must receive notice of the expiration or renewal of any policy at least 30 days before the expiration or cancellation of any insurance policy. No insurance policy may be canceled, revised, terminated, or allowed to lapse without at least 30 days prior written notice to Lessor. Insurance must be maintained without any lapse in coverage continuously for the duration of this Lease. Cancellation of insurance without Lessor's consent will be deemed an immediate Event of Default (defined in section 12.1) under this Lease. Lessee will give Lessor certified copies of Lessee's policies of insurance promptly upon request.

7.3 Additional Insured

Lessor will be named as an additional insured in each required liability policy and, for purposes of damage to the Premises, as a loss payee. The insurance will not be invalidated by any act, neglect, or breach of contract by Lessee. On or before the Commencement Date, Lessee must provide Lessor with a policy endorsement naming Lessor as an additional insured as required by this Lease.

7.4 Primary Coverage and Deductible

The required policies will provide that the coverage is primary, and will not seek any contribution from any insurance or self-insurance carried by Lessor. Unless otherwise approved in writing and in Lessor's sole discretion, the deductible on any insurance policy cannot exceed \$5,000.00.

7.5 Company Ratings

All policies of insurance must be written by companies having an A.M. Best rating of "A" or better, or the equivalent. Lessor may, upon 30 days written notice to Lessee, require Lessee to change any carrier whose rating drops below an "A" rating.

7.6 Required Insurance

At all times during this Lease, Lessee will provide and maintain the following types of coverage:

7.6.1. General Liability Insurance

Lessee will maintain a commercial general liability policy (including coverage for broad form contractual liability, sudden and accidental spill coverage on land and on water, and any personal injury liability) for the protection of Lessee, and insuring Lessee and Lessor against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the Premises or occasioned by reason of the operations or actions of Lessee. All such coverage must name Lessor as an additional insured. All such coverage must be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate for bodily injury and property damage for all coverage specified herein.

7.6.2 Workers' Compensation Insurance

Lessee will maintain, in full force and effect, Workers' Compensation insurance for all Lessee's employees, including coverage for employer's liability, as required by Oregon law.

7.7. Waiver of Subrogation

Lessee and Lessor each waive any right of action that they and/or their respective insurance carriers might have against Lessor for any loss, cost, damage, or expense (collectively "Loss") to the extent that the Loss is covered by any property insurance policy or policies required to be maintained under this Lease and to the extent that the proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Lessee and Lessor also waive any right of action they and/or their insurance carriers might have against Lessor or Lessee (including their respective employees, officers, or agents) for any Loss to the extent the Loss is a property loss covered under any applicable automobile liability policy or policies required by this Lease. If any of Lessee's or Lessor's property or automobile insurance policies do not allow the insured to waive the insurer's rights of subrogation before a Loss, each will cause the policies to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this section 7.7. Nothing contained herein will be construed to relieve Lessee from any Loss suffered by Lessor that is not fully covered by Lessor's insurance described in Article 8. Lessee will be liable for any uninsured Loss (including any deductible) if the Loss was caused by any act or omission of Lessee or any of Lessee's employees, agents, contractors, or invitees.

Article 8

LESSOR INSURANCE

Lessor will maintain liability insurance for the Property, as generally described in section 7.6.1, in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee will not, however, be named as an additional insured on the policy. Lessor will obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor and to any lender insuring loss or damage to the Building shell and Lessor-owned improvements located within the Building and Common Areas. The amount of the insurance must be equal to the full insurable replacement cost of Lessor-owned Common-Area improvements and the Building shell, foundation, roof, systems, loading docks, and doors, excluding Lessee's improvements (including Lessee-added utilities), as the same will exist from time to time, or the amount required by any lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee-owned or installed improvements, alterations, utility installations, trade fixtures, and personal property will all be insured by Lessee for their full insurable value. Lessor may elect to self-insure or partially self-insure. Lessor may also elect not to insure certain elements of the Common Areas if insurance coverage is not available at a commercially reasonable cost to the Building shell, foundation, or Building system.

Article 9

DAMAGE OR DESTRUCTION

In the event of partial or full damage or destruction to the Premises or the Property, the following will apply:

9.1 Definitions

9.1.1 Partial Damage

"Partial Damage" means damage or destruction that can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor will notify Lessee in writing within 30 days from the date of the damage or destruction about whether the damage is partial or total. Partial Damage does not include damage to windows, doors, or other similar improvements, or systems that Lessee has the responsibility to repair or replace under the provisions of this Lease.

9.1.2 Total Destruction

“Total Destruction” means damage or destruction to the Building shell, foundation, roof, or building systems that cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor will notify Lessee in writing within 30 days from the date of the damage or destruction about whether the damage is partial or total.

9.1.3 Insured Loss

“Insured Loss” means damage or destruction to improvements on the Premises that was caused by an event required to be covered by Lessor’s insurance described in Article 8, irrespective of any deductible amounts or coverage limits involved.

9.1.4 Replacement Cost

“Replacement Cost” means the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto (or to a higher standard if required by current applicable law), including demolition and debris removal and without deduction for depreciation.

9.1.5 Hazardous Substance Condition

“Hazardous Substance Condition” means the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in section 11.1.6, in, on, or under the Premises or Building, that requires repair, remediation, or restoration.

9.2 Partial Damage—Insured Loss

If a Partial Damage that is an Insured Loss occurs, then Lessor will, at Lessor’s expense, repair the damage (but not to Lessee’s trade fixtures or Lessee’s other improvements) as soon as reasonably possible, and this Lease will continue in full force and effect. Notwithstanding the foregoing, if the required insurance was not in force, Lessor will promptly contribute the shortage in proceeds as and when required to complete the repair. If, however, there is a shortage of proceeds due to the fact that, by reason of the unique nature of the Building, full-replacement cost insurance coverage was not commercially reasonable and available, Lessor will have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same within 10 days following receipt of written notice of the shortage and request therefor. If Lessor receives the funds within the 10-day period, Lessor will complete the repairs as soon as reasonably possible, and this Lease will remain in full force and effect. If the funds are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (a) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease will remain in full force and effect; or (b) have this Lease terminate 30 days thereafter. Lessee will not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Lessee will be responsible to make any repairs to any of its own improvements to the Premises, including all of its trade fixtures.

9.3 Partial Damage—Uninsured Loss

If a Partial Damage that is not an Insured Loss occurs to the Building, unless caused by a negligent or willful act of Lessee (in which event Lessee will make all the repairs at Lessee’s expense), Lessor may either: (a) repair the damage as soon as reasonably possible at Lessor’s expense, in which event this Lease will continue in full force and effect; or (b) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of the damage. The termination will be effective 60 days following the date of the notice. If Lessor elects to terminate this Lease, Lessee will have the right within 10 days after

receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of the damage without reimbursement from Lessor. Lessee will provide Lessor with the funds within 30 days after making such commitment. In that event, this Lease will continue in full force and effect, and Lessor will proceed to make the repair as soon as reasonably possible after the required funds are available. If Lessee does not provide funds, this Lease will terminate as of the date specified in the termination notice. To the extent that damages to the Common Areas constitute an Uninsured Loss, Lessor may elect to repair those damages and recover the uninsured portion thereof through CAM Charges. If the uninsured damage was caused by the negligence or misconduct of Lessee, Lessor will have the right to recover Lessor's full damages from Lessee.

9.4 Total Destruction

If Total Destruction occurs, this Lease will terminate 30 days following the destruction. If the damage or destruction was caused by the negligence or misconduct of Lessee, Lessor will have the right to recover all of Lessor's damages from Lessee, except as provided in the waiver of subrogation as set forth in section 7.7, less any deductible, and including all Basic Rent that would otherwise have been due through the end of the Lease Term, mitigated only to the extent required by state law.

9.5 Damage near End of Lease

If at any time during the last six months of this Lease there is damage for which the cost to repair exceeds one month's Basic Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of the damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of the damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising the option, and (b) providing Lessor with any shortage in insurance proceeds needed to make the repairs on or before the earlier of (i) the date that is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day before the date on which the option expires. If Lessee duly exercises the option during such period and provides Lessor with funds to cover any shortage in insurance proceeds, Lessor will, at Lessor's commercially reasonable expense, repair the damage as soon as reasonably possible, and this Lease will continue in full force and effect. If Lessee fails to exercise the option and provide the funds during such period, then this Lease will terminate on the date specified in the termination notice and Lessee's option will be extinguished.

9.6 Abatement of Rent; Lessee's Remedies

9.6.1 Abatement

In the event of Partial Damage, Total Destruction, or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Basic Rent payable by Lessee for the period required for the repair, remediation, or restoration of the damage will be abated in proportion to the degree to which Lessee's use of the Premises is impaired. All other obligations of Lessee hereunder will be performed by Lessee, and Lessor will have no liability for any such damage, destruction, remediation, repair, or restoration, except as provided in section 9.6.

9.6.2 Remedies

If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, the repair or restoration within 90 days after the obligation accrues, Lessee may, at any time before the commencement of the repair or restoration, give written notice to Lessor of Lessee's election to terminate this Lease on a date not less than 60

days following the giving of the notice. If Lessee gives the notice and the repair or restoration is not commenced within 30 days thereafter, this Lease will terminate as of the date specified in the notice. If the repair or restoration is commenced within 30 days, this Lease will continue in full force and effect. "Commence" means either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Waiver of Certain Alternative Rights

To the extent allowed by law, Lessor and Lessee agree that the terms of this Lease will govern the effect of any damage to or destruction of the Premises and Property with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

Article 10

TERMINATION OF LEASE

Upon termination of this Lease, Lessee will deliver all keys to Lessor and surrender the Premises broom clean, in good condition, ordinary wear and tear excepted. Alterations constructed by Lessee with permission from Lessor are not to be removed or restored to the original condition unless required by Lessor, as provided in section 10.1. All repairs for which Lessee is responsible will be completed before the surrender.

10.1 Title to Lessee Improvements upon Termination

All improvements, excluding Personal Property (defined in section 10.2) and Lessee trade fixtures, located on the Premises at the expiration or earlier termination of this Lease, will, at Lessor's option, become the sole property of Lessor. Notwithstanding the foregoing, Lessor reserves the right, in its sole discretion, to require Lessee to remove some or all the improvements placed on the Premises by Lessee from the Premises upon termination of this Lease. Lessor will give Lessee at least 30 days' advance written notice of the need to remove any improvements. Thereafter, Lessee will have the longer of 30 days after such notice is given or the last day of the Lease Term to remove the improvements that Lessor has designated for removal. Rent will continue to accrue at the holdover rate until all improvements that Lessor has designated for removal are removed.

10.2 Lessee's Personal Property

Removable decorations, detached floor coverings, signs, blinds, furnishings, trade fixtures, and other personal property, and any fuel tanks placed on the Premises by Lessee ("Personal Property") will remain the property of Lessee. At or before the termination of this Lease, Lessee, at Lessee's expense, will remove from the Premises any and all of Lessee's Personal Property and will repair any damage to the Premises resulting from the installation or removal of the Personal Property. Any items of Lessee's Personal Property that remain on the Premises after the termination date of this Lease may either be: (a) retained by Lessor without any requirement to account to Lessee therefor; or (b) removed and disposed of by Lessor, without any requirement to account to Lessee therefor, with Lessor being entitled to recover all costs thereof from Lessee.

10.3 Time for Removal

The time for removal of any Personal Property or improvements made by Lessee that Lessee is required to remove from the Premises on termination will be as follows: (a) by the Expiration Date; or (b) if this Lease is terminated unexpectedly before the Expiration Date, then all removal must occur within 10 days following the actual termination date, and Lessee must continue to pay all Rent due until such time as all of Lessee's Personal Property and the improvements required to be removed have been properly and completely removed.

10.4 Holdover

Lessee has no holdover rights. If Lessee fails to vacate the Premises at the time required, Lessor will have the option to treat Lessee as a holdover Lessee from month to month, subject to all the provisions of this Lease except that the Basic Rent will be 150 percent of the then-current Basic Rent, or to eject Lessee from the Premises and recover damages caused by wrongful holdover. If a month-to-month holdover tenancy results, it will be terminated at the end of any monthly rental period on 30 days' written notice from Lessor, and Lessee waives any notice that would otherwise be provided by law with respect to such tenancy.

Article 11

ENVIRONMENTAL OBLIGATIONS OF LESSEE

11.1 Definitions

As used in this Lease, the following terms are defined as follows:

11.1.1 Aboveground Storage Facility

"Aboveground Storage Facility" or "AST Facility" includes aboveground storage tanks, aboveground piping, dispensers, related underground and aboveground structures and equipment, including without limitation associated spill containment features and oil-water separators, and the surrounding area used in connection with the operation for fueling and other management of Hazardous Substances.

11.1.2 Best Management Practices

"Best Management Practices" means those environmental or operational standards: (a) implemented by a business or industry group pertinent to Lessee's operations as a matter of common and accepted practice, (b) articulated by a trade association or professional association pertinent to Lessee's operations, (c) developed by Lessee for use in its operations, (d) developed by pertinent state or local regulatory agencies for a business or industry group pertinent to Lessee's operations, or (e) developed from time to time by Lessor in cooperation with Lessee.

11.1.3 Environmental Audit

"Environmental Audit" means an environmental site assessment and compliance audit satisfying, at a minimum, the "all appropriate inquiry" requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC § 9601(35)(B); the Oil Pollution Act, as amended, 33 USC § 2703(d)(4); 40 CFR Part 312; ORS 465.255(6); ASTM E1527-13 (Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process); and any other compliance assessment or auditing standards, including ASTM E2107-06 (Standard Practice for Environmental Regulatory Compliance Audits), relevant and appropriate to Lessee's use of the Premises, or the successors to any of these criteria or standards. If as a result of such an Environmental Audit, additional evaluation, testing, or analysis, or supplemental audit work is recommended, then the Environmental Audit includes the additional evaluation, testing, or analysis, or supplemental audit work scoped and performed in accordance with commercially reasonable practices.

11.1.4 Environmental Costs

"Environmental Costs" will be interpreted in the broadest sense to include, but are not necessarily limited to: (a) costs or expenses relating to any actual or claimed violation of or noncompliance with any Environmental Law; (b) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (c) the cost, expense, or loss to Lessor as a result of any injunctive relief, including preliminary or temporary injunctive relief, applicable to Lessor or the Premises; (d) all expenses of evaluation, testing, analysis, cleanup,

remediation, removal, and disposal relating to Hazardous Substances, including fees of attorneys, engineers, consultants, paralegals, and experts; (e) all expenses of reporting the existence of Hazardous Substances or the violation of Environmental Laws to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (f) any and all expenses or obligations, including without limitation attorney and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom, whether or not taxable as costs, including without limitation attorney and paralegal fees, witness fees (expert and otherwise), deposition costs, copying, telephone and telefax charges, and other expenses; and (g) any damages, costs, fines, liabilities, and expenses that are claimed to be owed by any federal, state, or local regulating or administrative agency.

11.1.5 Environmental Laws

“Environmental Laws” will be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances (including those of the Oregon Department of Environmental Quality (DEQ) or any successor agency) now or hereafter in effect, as they may be amended from time to time, that in any way govern materials, substances, or products and/or relate to the protection of health, safety, or the environment.

11.1.6 Hazardous Substances

“Hazardous Substances” will be interpreted in the broadest sense to include any substance, material, or product defined or designated as hazardous, toxic, radioactive, or dangerous, regulated wastes or substances, or any other similar term in or under any Environmental Laws.

11.1.7 Hazardous Substance Release

“Hazardous Substance Release” includes the spilling, discharge, deposit, injection, dumping, emitting, releasing, placing, leaking, migrating, leaching, and seeping of any Hazardous Substance into the air or into or on any land, sediment, or waters, except any release in compliance with Environmental Laws and specifically authorized by a current and valid permit issued under Environmental Laws with which Lessee is in compliance at the time of the release, but not including within the exception any such release in respect of which the State of Oregon has determined that application of the State’s Hazardous Substance removal and remedial action rules might be necessary to protect public health, safety, or welfare, or the environment.

11.1.8 Natural Resources Damage

“Natural Resources Damage” is the injury to, destruction of, or loss of natural resources resulting from a Hazardous Substance Release. The measure of damage is the cost of restoring injured natural resources to their pre-Hazardous Substance Release baseline condition, compensation for the interim loss of injured natural resources pending recovery, and the reasonable cost of a damage assessment. Natural resources include land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state, an Indian tribe, or a local government.

11.2 Limited Business Use of Hazardous Substances

Lessee is permitted to use, handle, and store Hazardous Substances as necessary to conduct its Permitted Uses and in quantities needed to conduct its Permitted Uses, in compliance with applicable Environmental Laws, Best Management Practices, and the provisions of this Lease.

11.3 Hazardous Substance Storage Tanks

Lessee may not operate mobile storage tanks (including fueling trucks), Aboveground Storage Tanks ("AST"), or any AST Facility for the storage of Hazardous Substances except with the prior written consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. For the purposes of this section 11.3, "Aboveground Storage Tank" or "AST" means any tank with a capacity of greater than 55 gallons. No underground storage tanks are allowed to be installed by Lessee on the Premises.

11.4 Soil or Waste

Lessee will not store, treat, deposit, place, or dispose of treated or contaminated soil, industry by-products, or any other form of waste on the Property or Premises, without the prior written consent of Lessor, which consent may be granted or denied in Lessor's sole discretion.

11.5 Environmental Inspection

Lessor reserves the right to inspect for Hazardous Substances and/or Lessee's management of Hazardous Substances on the Premises at any time, and from time to time, without notice to Lessee. If Lessor at any time during the Lease term or any extension thereof has reason to believe that Lessee is handling Hazardous Substances contrary to the requirements of this Lease, in violation of this Lease, or in any manner that may allow contamination of the Property or Premises, Lessor may, without limiting its other rights and remedies, cause to be conducted an Environmental Audit with respect to the matters of concern to Lessor. Lessee will cooperate with all such audits. If Lessor's suspicions are confirmed by the audit, Lessee will reimburse Lessor for the full cost of the audit.

11.6 Safety

Under the terms of this Lease, Lessee must comply with all applicable state, federal, and local laws and ordinances. As a part of this requirement, Lessee will maintain material safety data sheets for each and every Hazardous Substance used by Lessee, or Lessee's agents, employees, contractors, licensees, or invitees on the Property or Premises, as required under the Hazard Communication Standard in 29 CFR section 1910.1200, as it may be amended, redesignated, or retitled from time to time, and comparable state and local statutes and regulations. To ensure that such information is available to Lessor in the event of a spill or other emergency, all the information will be kept current at all times, and a copy of all such materials will be kept in a place known to and easily accessible to Lessor.

11.7 Disposal of Hazardous Substances

Lessee will not dispose of any Hazardous Substance, regardless of the quantity or concentration, within the storm or sanitary sewer drains or plumbing facilities within the Premises or the Property. The disposal of Hazardous Substances will be in approved containers, and Hazardous Substances will be removed from the Property or Premises only in accordance with the law. If Lessee knows, or has reasonable cause to believe, that any Hazardous Substance Release has come to be located on or beneath the Property or Premises, Lessee must immediately give written notice of that condition to Lessor, whether or not the Hazardous Substance Release was caused by Lessee.

11.8 Lessee's Liability

11.8.1 Hazardous Substance Releases

Except as provided in section 11.8.3, Lessee will be responsible for any Hazardous Substance Release on the Property or Premises, on other properties, in the air, or in adjacent or nearby waterways (including groundwater) that results from or occurs in connection with Lessee's occupancy or use of the Property or Premises.

11.8.2 Lessee's Liability for Environmental Costs

Except as provided in section 11.8.3, Lessee will be responsible for all Environmental Costs arising under this Lease.

11.8.3 Limitation of Lessee's Liability

Notwithstanding anything to the contrary provided in this Lease, particularly in fz 11.9.2, Lessee will have no responsibility for any Hazardous Substances or Hazardous Substance Releases that: (a) existed on the Property or Premises before the Effective Date, except as assumed by Lessee under the Remediation Agreement; (b) were caused by Lessor or the agents, employees, or contractors of Lessor; or (c) Lessee can demonstrate migrated into the Premises from a source off-Premises that was not caused by Lessee.

11.9 Environmental Remediation

11.9.1 Immediate Response

In the event of a violation of applicable Environmental Laws, a violation of an environmental provision of this Lease, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which Lessee is responsible under this Lease, Lessee will immediately undertake and diligently pursue all acts necessary or appropriate to correct the violation or to investigate, contain, and stop the Hazardous Substance Release and remove the Hazardous Substance.

11.9.2 Remediation

Lessee will promptly undertake all actions necessary or appropriate to ensure that any Hazardous Substance Release is remediated and that any violation of any applicable Environmental Laws or environmental provision of this Lease is corrected. Lessee will remediate, at Lessee's sole expense, any Hazardous Substance Release for which Lessee is responsible under this Lease and will restore the Premises to its prior condition. Lessee will also remediate any Hazardous Substance Release for which it is responsible under this Lease on any other impacted property or bodies of water. The obligations of Lessee under this section 11.9.2 are subject to the limitations on Lessee's liability set forth in section 11.8.3.

11.10 Natural Resources Damages Assessment and Restoration

Lessee will promptly undertake, at Lessee's sole expense, all actions necessary to ensure that any Natural Resources Damage associated with Lessee's use or occupancy of the Property or Premises and the violation of Environmental Laws, the environmental provisions of this Lease, or any Hazardous Substance Release is investigated, determined, quantified, assessed, and permanently restored and compensated for, to the extent legally required by any natural resource trustee with jurisdiction over the matter.

11.10.1 Report to Lessor

Within 30 days following completion of any investigatory, containment, remediation, or removal action required by this Lease, Lessee will provide Lessor with a written report outlining, in detail, what has been done and the results thereof.

11.10.2 Lessor's Approval Rights

Except in the case of an emergency or an agency order requiring immediate action, Lessee will give Lessor advance notice before beginning any investigatory, remediation, or removal procedures. Lessor will have the right to approve or disapprove the proposed investigatory, remediation, or removal procedures and the company or companies and individuals conducting the procedures that are required by this Lease or by applicable Environmental Laws, whether on the Property, Premises, or any affected property or water. Lessor will have the right to require Lessee to contract for and fund oversight by any governmental agency with jurisdiction over any investigatory, containment, removal,

remediation, and restoration activities and to require Lessee to seek and obtain a determination of no further action or an equivalent completion-of-work statement from the governmental agency.

11.11 Notice to Lessor

Lessee will immediately notify Lessor upon becoming aware of: (a) a violation or alleged violation of any Environmental Law; (b) any leak, spill, release, or disposal of a Hazardous Substance on, under, or adjacent to the Property or Premises or threat of or reasonable suspicion of any of the same; and (c) any notice or communication to or from a governmental agency or any other person directed to Lessee or any other person relating to such Hazardous Substances on, under, or adjacent to the Property or Premises or any violation or alleged violation of, or noncompliance or alleged noncompliance with, any Environmental Laws with respect to the Property or Premises.

11.12 Certification

Not later than 30 days after receipt of written request from Lessor, Lessee will provide a written certification to Lessor, signed by Lessee, that certifies that Lessee has not received any notice from any governmental agency regarding a violation of or noncompliance with any Environmental Law; or, if such a notice was received, Lessee will explain the reason for the notice, explain what has been done to remedy the problem, and attach a copy of the notice. Lessee will also certify that Lessee has obtained and has in force all permits required under Environmental Law. Lessee will make copies of all such permits available to Lessor upon request.

11.13 Documentation of Hazardous Substances

Lessee will maintain for periodic inspection by Lessor and deliver to Lessor, at Lessor's request, true and correct copies of the following documents (hereinafter referred to as the "Documents") related to the handling, storage, disposal, and emission of Hazardous Substances, concurrently with the receipt from or submission to a governmental agency: permits; approvals; reports and correspondence; storage and management plans; material safety data sheets (MSDS); spill prevention control and countermeasure plans; other spill contingency and emergency response plans; documents relating to taxes for Hazardous Substances; notice of violations of any Environmental Laws; plans relating to the installation of any storage tanks to be installed in, under, or around the Property or Premises (but the installation of tanks will be permitted only after Lessor has given Lessee its written consent to do so, which consent may be withheld in Lessor's sole discretion); and all closure plans or any other documents required by any and all federal, state, and local governmental agencies and authorities for any storage tanks or other facilities installed in, on, or under the Property or Premises.

Article 12

LESSEE DEFAULT

12.1 Events of Default

The following will constitute an "Event of Default" if not cured within the applicable cure period as set forth below:

12.1.1 Default in Rent

Failure of Lessee to pay any Rent or other charge within 10 days after written notice from Lessor. However, Lessor will not be required to provide such notice more than 2 times in any calendar year. Thereafter, failure to pay Rent by the due date will be deemed an automatic Event of Default for which no additional notice or cure period need be granted.

12.1.2 Default in Other Covenants

Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within 10 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 10-day period, Lessee will be in compliance with this provision if Lessee begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Notwithstanding the foregoing, if Lessee violates the same provision of this Lease more than 2 times in any given 1-year period, then the violation will constitute an immediate Event of Default for which no further notice or cure period need be granted by Lessor.

12.1.3 Insolvency

An assignment by Lessee for the benefit of creditors; filing by Lessee of a voluntary petition in bankruptcy; adjudication that Lessee is bankrupt or the appointment of receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within 30 days after filing; or attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy of execution within 30 days.

12.2 Remedies on Default

If an Event of Default occurs, Lessor, at Lessor's sole option, may terminate this Lease by notice, in writing, in accordance with section 17.9. The notice may be given before or within any of the above-referenced cure periods or grace periods for default and may be included in a notice of failure of compliance, but the termination will be effective only on the expiration of the above-referenced cure periods or grace periods. If the Premises is abandoned by Lessee in connection with a default, termination may be automatic and without notice, at Lessor's sole option.

12.2.1 Termination and Damages

If this Lease is terminated, Lessor will be entitled to recover promptly, without waiting until the due date, any past due Rent together with future Rent that would otherwise become due and owing up to and through the date fixed for expiration of the Lease Term; any damages suffered by Lessor as a result of the Event of Default, including without limitation all obligations of Lessee; and the reasonable costs of reentry and reletting the Premises, including without limitation, the cost of any cleanup, refurbishing, removal of Lessee's Personal Property including fixtures, or any other expense occasioned by Lessee's failure to quit the Premises upon termination and to leave them in the condition required at the expiration of this Lease, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs. Lessor will have no obligation to mitigate damages, except as required by Oregon law at the time of termination.

12.2.2 Reentry after Termination

If the Lease is terminated or abandoned for any reason, Lessee's liability for damages will survive the termination, and the rights and obligations of the Parties will be as follows:

(a) Lessee will vacate the Premises immediately; remove any Personal Property of Lessee, including any fixtures that Lessee is required to remove at the end of the Lease Term; perform any cleanup, alterations, or other work necessary to leave the Premises in the condition required at the end of the term; and deliver all keys to Lessor.

(b) Lessor may reenter, take possession of the Premises, and remove any persons or Personal Property by legal action or by self-help with the use of reasonable force and without liability for damages.

12.2.3 Reletting

Following termination, reentry, or abandonment, Lessor may relet the Premises and in that connection may:

(a) Make any suitable alterations, refurbish the Premises, or both, or change the character or use of the Premises, but Lessor will not be required to relet for any use or purpose (other than that specified in the Lease) that Lessor may reasonably consider injurious to the Premises, or to any tenant that Lessor may reasonably consider objectionable.

(b) Relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

12.2.4 Right to Sue More Than Once

In an Event of Default, Lessor may elect to continue this Lease and to sue periodically to recover damages, and no action for damages will bar a later action for damages subsequently accruing.

12.2.5 Equitable Relief

Lessor may seek injunctive relief or an order of specific performance from any court of competent jurisdiction requiring that Lessee perform its obligations under this Lease.

12.3 No Waiver of Default

No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of partial Rent during the continuance of any breach, will constitute a waiver of the breach or of the agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, will be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

12.4 Remedies Cumulative and Nonexclusive

Each right and remedy of Lessor contained in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease, or existing at law or in equity, including without limitation suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any such rights or remedies will not preclude the simultaneous or later exercise by Lessor of any other such rights or remedies. All such rights and remedies are nonexclusive.

12.5 Curing Lessee's Default

If Lessee fails to perform any of Lessee's obligations under this Lease, Lessor, without waiving the failure, may (but will not be obligated to) perform the same for the account of and at the expense of Lessee (using Lessee's Security Deposit or Lessor's own funds, when required), after the expiration of the applicable cure period set forth in section 12.1.2, or sooner in the case of an emergency. Lessor will not be liable to Lessee for any claim for damages resulting from such action by Lessor. Lessee agrees to reimburse Lessor, on demand, for any amounts Lessor spends in curing Lessee's Default. Any sums to be so reimbursed will bear interest at the Delinquency Rate.

12.6 Administrative Costs

If Lessor gives Lessee one written notice of a violation of a specific provision of this Lease, and Lessee violates the same provision again during the subsequent 12-month period, then in addition to all other rights and remedies set forth herein, Lessee agrees to reimburse Lessor for Lessor's administrative costs incurred in connection with any such subsequent violation. Failure by Lessee to pay the costs will be deemed an immediate Event of Default subject to all remedies set forth in this Article 12.

Article 13 LESSOR DEFAULT

13.1 Breach by Lessor

13.1.1 Notice of Breach

Lessor will not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this section 13.1.1, a reasonable time will in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address have been furnished to Lessee in writing for such purpose, of written notice specifying what obligation of Lessor has not been performed; however, a Lessor event of default will not occur if Lessor's performance is commenced within the 30-day period and thereafter diligently pursued to completion.

13.1.2 No Self-Help

In the event that neither Lessor nor any Lender of Lessor cures any breach within the applicable cure period, Lessee will be entitled to seek any of the remedies provided in section 13.1.3 but will not be entitled to take self-help action.

13.1.3 Remedies in the Event of a Lessor Default

If an uncured event of default is committed by Lessor, Lessee will be entitled to any remedies available at law or in equity for breach of lease; however, damages will be limited to actual damages, excluding consequential and punitive damages, and damages will also be limited to Lessor's interest in the Property and will be subordinate to the rights of Lessor's lenders.

Article 14 INDEMNITIES AND REIMBURSEMENT

14.1 General Indemnity

Lessee agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, and hold harmless Lessor from and against any and all actual or alleged claims, damages, expenses, costs, fees (including but not limited to attorney, accountant, paralegal, expert, and escrow fees), fines, liabilities, losses, penalties, proceedings, and/or suits (collectively "Costs") that may be imposed on or claimed against Lessor, in whole or in part, directly or indirectly, arising from or in any way connected with (a) any act, omission, or negligence by Lessee or its partners, officers, directors, members, managers, agents, employees, invitees, or contractors; (b) any use, occupation, management, or control of the Premises or Property by Lease, whether or not due to Lessee's own act or omission; (c) any condition created in or about the Premises or Property by Lessee, including any accident, injury, or damage occurring on or about the Premises or Property during this Lease as a result of Lessee's use thereof; (d) any breach, violation, or nonperformance of any of Lessee's obligations under this Lease; or (e) any damage caused on or to the Premises or Property by Lessee's use or occupancy thereof. As used throughout Article 14, "Lessee" includes all of Lessee's partners, officers, directors, members, managers, agents, employees, invitees, and contractors.

14.2 Environmental Indemnity

Without in any way limiting the generality of the foregoing General Indemnity set forth in section 14.1, Lessee will be solely responsible for and agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, and hold harmless Lessor from and against all Environmental Costs claimed against or assessed against Lessor arising, in whole or in part, directly or indirectly, from acts or omissions of Lessee on or about the Premises or Property. Notwithstanding the foregoing, Lessee will not be responsible for, and does not indemnify Lessor for, any actions of Lessor or any other tenant that cause environmental damage or a violation of any Environmental Law on the Premises or Property.

14.3 Reimbursement for Damages

Lessee will fully compensate Lessor for harm to Lessor's real or personal property caused by the acts or omissions of Lessee. This compensation will include reimbursement to Lessor for any diminution in value of or lost revenue from the Premises or other areas of the Property or adjacent or nearby property caused by a Hazardous Substance Release, including damages for loss of, or restriction on use of, rentable or usable property or of any amenity of the Premises or Property, including without limitation damages arising from any adverse impact on the leasing or sale of the Premises or Property as a result thereof.

14.4 Survival

This Article 14 will survive the termination of this Lease with respect to all matters arising or occurring before surrender of the Premises by Lessee.

14.5 Scope of Indemnity

For purpose of this Article 14, references to "Lessor" are deemed to include its respective officers, directors, employees, agents, invitees, and contractors.

Article 15

ASSIGNMENT AND ESTOPPELS

15.1 Consent Required

This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor.

15.1.1 Lessor hereby consents to the sublease of the Premises to the Central Point Chamber of Commerce.

15.2 Estoppel Certificate

Each Party agrees to execute and deliver to the other, at any time and within 20 days after written request, a statement certifying, among other things: (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, stating the modifications); (b) the dates to which Rent has been paid; (c) whether the other Party is in default in performance of any of its obligations under this Lease and, if so, specifying the nature of each such default; and (d) whether any event has occurred that, with the giving of notice, the passage of time, or both, would constitute a default and, if so, specifying the nature of each such event. Each Party will also include any other information concerning this Lease as is reasonably requested. The Parties agree that any statement delivered under this section 15.2 will be deemed a representation and warranty by the Party providing the estoppel that may be relied on by the other Party and by its potential or actual purchasers and lenders, regardless of independent investigation. If either Party fails to provide the statement within 20 days after the written request therefor, and does not request a reasonable extension of time, then that Party will be deemed to have given the

statement as presented and will be deemed to have admitted the accuracy of any information contained in the request for the statement.

Article 16 CONDEMNATION

If the Premises or any interest therein is taken as a result of the exercise of the right of eminent domain or under threat thereof (a "Taking"), this Lease will terminate with regard to the portion that is taken. If either Lessee or Lessor determines that the portion of the Property or Premises taken does not feasibly permit the continuation of the operation of the facility by either the Lessee or Lessor, this Lease will terminate. The termination will be effective as of the date of the Taking. Any condemnation award relating to the Property or Premises will be the property of Lessor. Lessee will not be entitled to any proceeds of any such award, except Lessee will be entitled to any compensation attributed by the condemning authority to Lessee's relocation expense, trade fixtures, or loss of business.

Article 17 GENERAL PROVISIONS

17.1 Covenants, Conditions, and Restrictions

This Lease is subject and subordinate to the effect of any covenants, conditions, restrictions, easements, loans, mortgages, deeds of trust, ground leases, rights of way, and any other matters of record now or hereafter imposed on the Property and to any applicable land use or zoning laws or regulations. Lessee will, upon request of Lessor, execute and deliver agreements of subordination in the form reasonably requested by Lessor and described in section 17.22.

17.2 Nonwaiver

Waiver by either Party of strict performance of any provision of this Lease will not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

17.3 Attorney Fees

If any suit, action, or other proceeding (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Lease or to interpret or enforce any rights or obligations hereunder, the prevailing Party will be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees also applies to any administrative proceeding, petition for review, trial, and appeal. Whenever this Lease requires one Party to defend the other Party, the defense will be by legal counsel acceptable to the Party to be defended, understanding that claims are often covered by insurance with the insurance carrier designating the defense counsel.

17.4 Time of Essence

Time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Lease.

17.5 No Warranties or Guarantees

Lessor makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises or Property, or suitability of the Premises or Property for Lessee's use. Lessor will not be responsible for any loss, damage, or costs that may be incurred by Lessee by reason of any such condition.

17.6 No Implied Warranty

In no event will any approval, consent, acquiescence, or authorization by Lessor be deemed a warranty, representation, or covenant by Lessor that the matter approved, consented to, acquiesced in, or authorized is appropriate, suitable, practical, safe, or in compliance with any applicable law or this Lease. Lessee will be solely responsible for such matters, and Lessor will have no liability therefor.

17.7 Construction

In construing this Lease, all headings and titles are for the convenience of the Parties only and are not considered a part of this Lease. Whenever required by the context, the singular includes the plural and vice versa.

17.8 Lessor Consent or Action

If this Lease is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard is the sole discretion of Lessor, rather than any standard of implied good faith or reasonableness. If Lessee requests Lessor's consent or approval under any provision of the Lease and Lessor fails or refuses to give the consent or approval, Lessee will not be entitled to any damages as a result of the failure or refusal, whether or not unreasonable.

17.9 Notices

All notices required under this Lease will be deemed to be properly served when actually received or on the third Business Day (defined in section 17.16) after mailing, if sent by certified mail, return receipt requested, to the last address previously furnished by the Parties hereto in accordance with the requirements of this section 17.9. Until hereafter changed by the Parties by notice in writing, sent in accordance with this section 17.9, notices must be sent to the following addresses:

If to Lessor: Freel & Associates, LLC
P. O. Box 587
Shady Cove, OR 97539

If to Lessee: City of Central Point
140 S. 3rd Street
Central Point OR 97502

The addresses to which notices are to be delivered may be changed by giving notice of the change in address in accordance with this Notice provision.

17.10 Governing Law

This Lease is governed by and will be construed according to the laws of the State of Oregon, without regard to its choice-of-law provisions. Any action or suit to enforce or construe any provision of this Lease by either Party will be brought in the Circuit Court of the State of Oregon for Josephine County.

17.11 Survival

Any covenant or condition (including, but not limited to, environmental obligations and all indemnification agreements) set forth in this Lease, the full performance of which is not specifically required before the expiration or earlier termination of this Lease, and any covenant or condition that by its terms is to survive, will survive the expiration or earlier termination of this Lease and will remain fully enforceable thereafter.

17.12 Partial Invalidity

If any provision of this Lease is held to be unenforceable or invalid, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties to the extent possible. In any

event, all the other provisions of this Lease will be deemed valid and enforceable to the fullest extent.

17.13 Modification

This Lease may not be modified except by a writing signed by the Parties.

17.14 Successors

The rights, liabilities, and remedies provided in this Lease will extend to the heirs, legal representatives, and, as far as the terms of this Lease permit, successors and assigns of the Parties. The words "Lessor," "Lessee," and their accompanying verbs or pronouns, whenever used in the Lease, apply equally to all persons, firms, or corporations that may be or become parties to this Lease.

17.15 Limitation on Liability of Lessor

The obligations under this Lease do not constitute any personal obligation of Lessor or any of its owners, members, partners, shareholders, officers, directors, or employees, and Lessee has no recourse against any of them. Lessor's liability under this Lease is strictly limited to whatever interest it holds in the Premises, subject to and subordinate to any rights of the lenders or secured creditors of Lessor.

17.16 Calculation of Time

Unless referred to in this Lease as Business Days, all periods of time referred to in this Lease include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period extends to include the next day that is not a Saturday, Sunday, or Legal Holiday. "Legal Holiday" means any holiday observed by the federal government. "Business Day" means any day Monday through Friday, excluding Legal Holidays.

17.17 Exhibits Incorporated by Reference

All exhibits attached to this Lease are incorporated by reference herein.

17.18 Brokers

Lessee and Lessor each represent to one another that they have not dealt with any leasing agent or broker in connection with this Lease, and each agrees to indemnify and hold harmless the other from and against all damages, costs, and expenses (including attorney, accountant, and paralegal fees) arising in connection with any claim of an agent or broker alleging to have been retained by the other in connection with this Lease. Lessee and Lessor acknowledge Jeanne Freel is a licensed Real Estate Broker in the State of Oregon and a member of Freel & Associates, LLC and her involvement in this contract is as a member of Freel & Associates, LLC with no commission owed by either party.

17.19 Interpretation of Lease; Status of Parties

This Lease is the result of arms-length negotiations between Lessor and Lessee and neither party shall be deemed to be the drafting party. Nothing contained in this Lease will be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship, between the Parties hereto.

17.20 No Recordation of Lease

This Lease will not be recorded.

17.21 Force Majeure

The time for performance of any of Lessee's or Lessor's obligations hereunder will be extended for a period equal to any hindrance, delay, or suspension in the performance of that Party's obligations, beyond the Party's reasonable control and directly impacting the Party's ability to perform, caused by any of the following events: unusually severe acts of nature,

including floods, earthquakes, hurricanes, and other extraordinary weather conditions; civil riots, war, terrorism, or invasion; any delay occurring in receiving approvals or consents from any governmental authority, including DEQ or other agency review of environmental reports (as long as an application for the approval or consent was timely filed and thereafter diligently pursued); major fire or other major unforeseen casualty; labor strike that precludes the Party's performance of the work in progress; or extraordinary and unanticipated shortages of materials (each a "Force Majeure Event"). Lack of funds or willful or negligent acts of a Party will not constitute a Force Majeure Event. Further, it will be a condition to any extension of the time for a Party's performance hereunder that the Party notify the other Party within five Business Days following the occurrence of the Force Majeure Event and diligently pursue the delayed performance as soon as is reasonably possible.

17.22 Subordination

This Lease is subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed on the Property, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any Security Devices (in this Lease together referred to as "Lenders") have no liability or obligation to perform any of the obligations of Lessor under this Lease.

17.23 Attornment

If Lessor transfers title to the Property, or the Property is acquired by another upon the foreclosure or termination of any security interest to which this Lease is subordinated, (a) Lessee will, subject to the nondisturbance provisions of section 17.24, attorn to the new owner and, on request, enter into a new lease containing all the terms and provisions of this Lease, with the new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and the new owner; and (b) Lessor will thereafter be relieved of any further obligations hereunder and the new owner will assume all of Lessor's obligations, except that the new owner will not: (i) be liable for any act or omission of any prior lessor or with respect to events occurring before acquisition of ownership; (ii) be subject to any offsets or defenses that Lessee might have against any prior lessor; (iii) be bound by prepayment of more than one month's rent, or (iv) be liable for the return of any security deposit paid to any prior lessor.

17.24 Nondisturbance

With respect to any loan agreement or other security agreement entered into by Lessor after the execution of this Lease (a "Subsequent Loan"), Lessee's subordination of this Lease will be subject to Lessee's receipt of a commercially reasonable nondisturbance agreement (a "Nondisturbance Agreement") from the lender of the Subsequent Loan that provides that Lessee's possession of the Premises, including any options to extend the term hereof, will not be disturbed as long as Lessee is not in default of this lease and attorns to the record owner of the Premises.

17.25 Capacity to Execute; Mutual Representations

Lessor and Lessee each warrant and represent to one another that this Lease constitutes a legal, valid, and binding obligation of that Party. Without limiting the generality of the foregoing, each Party represents that its governing board has authorized the execution, delivery, and performance of this Lease by it. The individuals executing this Lease each warrant that they have full authority to execute this Lease on behalf of the entity for whom they purport to be acting.

17.26 Entire Agreement

This Lease, together with all exhibits attached hereto and by this reference incorporated herein, constitutes the entire agreement between Lessor and Lessee with respect to the leasing of the Premises.

17.27 Counterparts

This Lease may be executed in one or more counterparts.

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the Effective Date.

LESSOR

By: *[Signature]*
Print Name: CDAVIO FREEL
As Its: MANAGING MEMBER

LESSEE

By: *[Signature]* 1/17/17
Print Name: Christopher Clayton
As Its: City Manager

Attachment: Current Chamber Office Lease (1421 : Resolution Approving Chamber VIC Agreement)

Exhibit A

Legal Description - 650 E. Pine St, Central Point

Lots 1,2,3 and 4, Block 43, of the City of Central Point, Jackson County, Oregon , according to the Official Plat thereof, now of record.

{Map 372W02CC Tax Lot 6900}

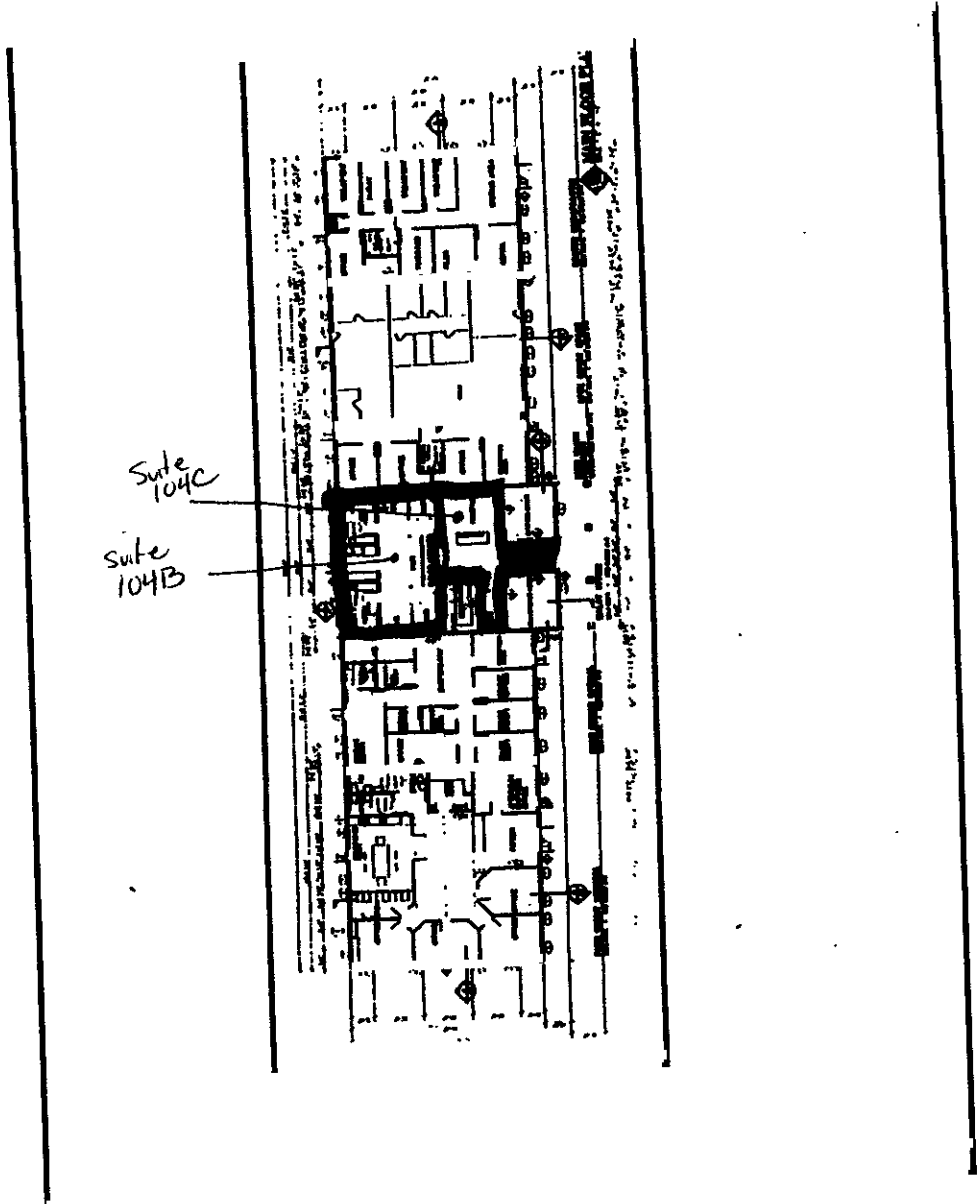
NOTE: This legal description was created prior to January 1, 2008

Tax Parcel Number 1-013395-5

City of CP
Chamber

Exhibit B

DESCRIPTION OF IMPROVEMENTS



LEVEL ONE FLOOR PLAN

Attachment: Current Chamber Office Lease (1421 : Resolution Approving Chamber VIC Agreement)

RESOLUTION NO. 11609

A RESOLUTION APPROVING A 2-YEAR EXTENSION OF THE LEASE AGREEMENT BETWEEN THE CITY OF CENTRAL POINT AND FREEL & ASSOCIATES, LLC COVERING THE PREMISES LOCATED AT 650 EAST PINE STREET

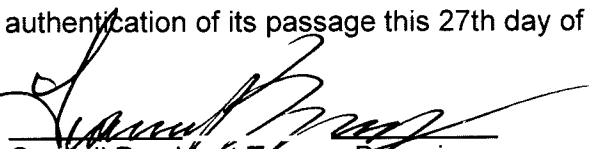
RECITALS:


1. In January 2017, the City Council approved a new agreement with the Central Point Chamber of Commerce for the operation of the Visitors Information Center.
2. Part of the operating agreement included the lease agreement covering the premises located at 650 East Pine Street.
3. The lease agreement expired on December 31, 2019, and City staff has worked with the property owners to negotiate a 2-year extension which covers the period January 1, 2020, to December 31, 2021.

The City of Central Point resolves as follows:

To approve a 2-year extension (January 1, 2020 – December 31, 2021) of the lease agreement between the City of Central Point and Freel & Associates, LLC covering the premises located at 650 East Pine Street.

Passed by the Council and signed by me in authentication of its passage this 27th day of February 2020.


 Council President Tanea Browning

ATTEST:

 City Recorder

Attachment: Current Chamber Office Lease (1421 : Resolution Approving Chamber VIC Agreement)

FIRST AMENDMENT TO LEASE
EXTENSION AGREEMENT

THIS AGREEMENT is made this first day of February, 2020 by and between C. David Freel, doing business as, FREEL & ASSOCIATES LLC, hereinafter referred to as "Lessor" and the City of Central Point, (an Oregon municipal cooperation) hereinafter referred to as "Lessee". This is the FIRST extended term of the original lease dated January 13, 2017.

R E C I T A L S:

WHEREAS, Lessee and Freel & Associates, LLC, entered into a Lease dated January 13, 2017 (the "Original Lease") covering the premises located at 650 East Pine St., Central Point, Oregon (as more fully described in the Original Lease as the "Premises");

- A. Lessee now desires to reinstate/renew or extend said Lease on the terms and conditions set forth herein for an additional twenty four (24) months.

NOW, THEREFORE, for the reasons recited above and in consideration of the following mutual promises and covenants, the parties hereby agree as follows:

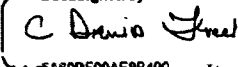
1. **EXTENSION.** The parties hereby agree to extend or renew the term of the Lease attached hereto as Exhibit "A" for an additional 24-month term. This extension renewal term will be from January 1, 2020 and shall terminate at midnight December 31, 2021.
2. **RENTAL.** Beginning with the payment due on March 1, 2020 the parties agree that the basic rent for said property is the sum of \$1312.50 (1.25/sq. ft) per month. This shall be paid on or before the first day of each month.
3. **CONTINUATION.** Unless otherwise modified or amended by the terms of this Agreement all other terms and conditions of the aforementioned Commercial Lease Agreement, attached as Exhibit "A" shall remain in full force and effect and binding between the parties. This includes Lessee's obligation to pay basic rent and all other costs, charges and expenses called for pursuant to the terms of the said Lease.

- 4. **RECITALS.** The parties hereby incorporate by reference the recitals set forth above.
- 5. **ATTORNEY FEES.** In the event a suit or action is filed concerning this Agreement then the prevailing party shall be awarded their reasonable attorney fees as set by the trial court, or if on appeal, by the appellate court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

LESSOR:

C. DAVID FREEL, dba:
 FREEL & ASSOCIATES, LLC

By 
DocuSigned by:
 C. David Freel 5A830F09AE88400 Its: Managing Member

Date 1/30/2020

LESSEE:

City of Central Point

By Chris Clayton Its: City Manager

Date

Attachment: Current Chamber Office Lease (1421 : Resolution Approving Chamber VIC Agreement)

City of Central Point
2021/2023 Biennial Budget Master

| Account | Description | 2017/18 Actual | 2018/19 Actual | 2019/20 Actual | 2020/21 Thru 12/31/20 | 2020/21 Estimate YE | 2019/21 Biennial Projected | 2019/21 Biennial Budget |
|--|---------------------------------------|-------------------|-------------------|-------------------|--------------------------|------------------------|-------------------------------|----------------------------|
| General Fund - City Enhancement | | | | | | | | |
| 10-10-15-6410 | Community Events | 11,625 | 4,570 | 15,907 | 75 | 150 | 16,057 | 23,000 |
| 10-10-15-6420 | Downtown Revitalization | 21,763 | 17,276 | 40,058 | 14,213 | 28,425 | 68,484 | 60,000 |
| 10-10-15-6421 | City Financing/Loans | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10-10-15-6422 | Utility Discount | 27,731 | 36,839 | 30,049 | 25,589 | 31,589 | 61,638 | 65,000 |
| 10-10-15-6431 | Community Grants | | 0 | 0 | 280,500 | 280,500 | 280,500 | 0 |
| 10-10-15-6437 | BOB Donation to P&R Foundation | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10-10-15-6440 | Food and Friends Program | 12,000 | 12,000 | 12,000 | 0 | 0 | 12,000 | 24,000 |
| 10-10-15-6450 | Tourism Promotion | 110,974 | 139,737 | 123,050 | 4,631 | 9,262 | 132,312 | 250,000 |
| | Total Materials & Services | 184,093 | 210,421 | 221,065 | 325,007 | 349,926 | 570,991 | 422,000 |
| | Total City Enhancement | 184,093 | 210,421 | 221,065 | 325,007 | 349,926 | 570,991 | 422,000 |

RESOLUTION NO. _____

A RESOLUTION RECOMMENDING ADOPTION OF AN AGREEMENT BETWEEN THE CITY OF CENTRAL POINT AND THE CENTRAL POINT CHAMBER OF COMMERCE FOR CONTRACT OPERATIONS OF THE CITY'S VISITOR INFORMATION CENTER.

RECITALS:

- A. The City of Central Point retains the authority to reduce costs and produce public benefit through the use privatized contract services.
- B. The City of Central Point and the Central Point Chamber of Commerce deem it to be to their mutual advantage and to be in the best interest of their respective constituencies/membership to enter into this agreement for the purpose of the Chamber of Commerce to operate the City's Visitor Information Center.

The City of Central Point resolves:

Section 1. The attached agreement between the City of Central Point and the Central Point Chamber of Commerce for the operation of the City's Visitor Information Center is approved.

Section 2. Upon approval of this agreement by the Central Point Chamber of Commerce, the attached agreement shall govern contract services between the two agencies from July 1, 2021 to June 30th, 2023.

Section 3. The Mayor and/or City Manager of Central Point are authorized to sign the attached agreement on behalf of the City of Central Point.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2021.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Resolution approving Chamber Agreement 06-10-2021 [Revision 1] (1421 : Resolution Approving Chamber VIC Agreement)

VISITOR CENTER AGREEMENT

THIS AGREEMENT by and between the CITY OF CENTRAL POINT, a municipal corporation of the State of Oregon hereinafter called "the CITY", and the CENTRAL POINT CHAMBER OF COMMERCE, an Oregon not-for-profit corporation hereinafter called "the CHAMBER," is effective as of July 1, 2021.

RECITALS

WHEREAS, the CITY desires to contract for tourism promotion utilizing funds derived in whole or in part from transient lodging taxes ("TLT") collected within the CITY; and

WHEREAS, the CHAMBER has the capability and desire to undertake such a tourism promotion program, through a Visitor Information Center ("VIC");

NOW THEREFORE the parties agree as follows:

SECTION I TERM AND RENEWAL

This Agreement is effective beginning July 1, 2021. Its initial term extends through June 30, 2023. Unless this Agreement is terminated under Section II below, it will automatically be renewed for two years (July 1, 2023 – June 30, 2025), on the same terms, except for the payments to be made as described in Section III below and except to the extent the parties may choose to amend or modify the Agreement under Section XII below. Payments for the renewal period will be determined as set forth in Section V below.

SECTION II TERMINATION

1. Either party, for any reason, upon one hundred eighty (180) days prior written notice to the other, may terminate this Agreement without further obligations. Notwithstanding this general rule:
 - a) Either party may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within ninety (90) days after such notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination. Provided, however, if said default cannot reasonably be cured within ninety (90) days, then this Agreement shall not terminate if the defaulting party uses reasonable efforts and diligence to commence curing said problem within the 90-day period and completes the cure of said problem within a reasonable time thereafter. Such termination will be without prejudice to a party's rights to other legal or equitable remedies for breach of this Agreement, such as the right to recover money damages for such breach.

- b) This Agreement will terminate, without further action by the parties and without further obligations, in either of the following events:
1. If the CITY's appropriation of funds for this Agreement in any fiscal year fails to equal or exceed the budget submitted by the CHAMBER to the CITY under Section V below, or the CITY's schedule for payment of funds differs from that budget, this agreement will terminate on June 30 of the last fiscal year for which sufficient funds are appropriated and paid; or
 2. If sufficient funds are not available for this Agreement this agreement will terminate on June 30 of the fiscal year in which funds are not sufficient.

The CITY certifies that funds for this Agreement are included in the CITY's budget for upcoming budget year, which concludes June 30, 2022. The CITY, in compliance with the appropriation of funds requirements in ORS 294.305 to 294.565, will in good faith endeavor to budget and appropriate such funds for subsequent fiscal years. If funds are not appropriated for this agreement for any fiscal year after 2021-2022, the CITY will notify the CHAMBER, and this Agreement will terminate on June 30 of the last fiscal year for which sufficient funds are appropriated.

SECTION III CITY FUNDING FOR VISITOR INFORMATION CENTER

During the term of this Agreement, unless otherwise stipulated in the budget submitted by the CHAMBER to the CITY under Section V below, the CITY shall pay to the CHAMBER, from funds lawfully appropriated, a monthly amount equal to one-twelfth of the CHAMBER's approved budget for the VIC for the CHAMBER's fiscal year in question (for VIC purposes, and for purposes of this Agreement, the CHAMBER's fiscal year is July 1 -June 30, although for other purposes, the CHAMBER operates on a calendar-year basis). Such monthly payments will be no later than the 10th business day of each month (a "business day" is a day that is neither a weekend nor an official holiday under Oregon state law). However, inasmuch as the initial term of this Agreement ends on June 30, 2023, and it may thereafter be renewed, the CITY's payments will be:

- a) For the initial term of this Agreement, the current appropriated amount for visitor's information center (VIC) operation is \$22,400 per year (\$1866.67/month).
- b) For successive terms the parties acknowledge and agree that the VIC will be funded by the CITY in amounts, and according to the schedule of payments, set forth in the CHAMBER's approved budget submitted to the CITY under Section V below, provided that if such funding is not appropriated, the CHAMBER may terminate this Agreement as provided in Section IIb above. Inasmuch as TLT is expected to be the primary or exclusive source of funds for the VIC under this Agreement, the CHAMBER understands and agrees that use and expenditure of TLT is subject to the requirements of ORS 320.300 to 320.350, and the parties will follow these requirements with respect to TLT.
- c) The City of Central Point is currently leasing office space for the operation of the Central Point Chamber of Commerce & Visitor's Information Center. The office space is located at 650 E. Pine Street and the current lease agreement remains valid until December 31, 2021, a copy of which is attached hereto as Exhibit "A". Future lease agreements/funding will be subject to city council approval.

SECTION IV

SERVICES TO BE PROVIDED

- a) The CHAMBER's purpose for operating the VIC is to provide local citizens and visitors with information about Central Point area visitor facilities, recreational opportunities, services offered by the CITY and other relevant governmental entities, and services provided by private nonprofits and other nongovernmental organizations and charities in the Central Point area; and other information that is reasonable for the CHAMBER to provide by means of a VIC, given the limits of the CHAMBER's budget, the level of funds available for the VIC, and the hours the VIC is open.
- b) The CHAMBER shall operate the VIC with an office and telephone service, regularly open and available to the public. The CHAMBER Board of Directors, in its discretion, will determine the VIC's hours of operation, provided that office and telephone service to the public will be available at least 25 hours each week during daytime hours; the CHAMBER may choose to include Saturday in this 25-hour week, or limit hours of operation to weekdays.
- c) The CHAMBER's activities in furtherance of its purposes for the VIC will include marketing and promotion of tourism and promotion of economic development, and providing information necessary to support such activities. Specific examples of activities the CHAMBER will conduct include:
 1. Production, display and distribution of promotional brochures;
 2. Advertising in local and regional publications;
 3. Providing information about services offered by the CITY and other governmental and nongovernmental entities;
 4. Providing the public with maps, brochures and other information about the Central Point and the surrounding area;
 5. Publicizing local and regional entertainment, events, and tourist attractions, and tourist destinations;
 6. Informing the public about restaurants, lodging, and similar accommodations that may be of interest to visitors;
 7. Publicizing opportunities for the development and promotion of tourism and tourism related businesses; and
 8. Assisting with and promoting annual events which foster CHAMBER goals.

SECTION V BUDGET

Beginning no later than February 1, 2022, and the first business day of each February thereafter, for as long as this Agreement remains in effect (including renewal periods), the CHAMBER shall submit a detailed program and revenue request for the VIC'S upcoming fiscal year to the CITY. The proposal shall become part of the CITY's annual budget appropriation process. The proposal will include a copy of the CHAMBER's board-approved VIC operating budget for the next fiscal year. The proposal also will include the CHAMBER's projected goals and objectives for the VIC for the next fiscal year. (Example: On February 1, 2022, the CHAMBER will submit the proposal, including the budget, for the VIC for the year July 1, 2022 -June 30, 2023.)

SECTION VI ACCOUNTING AND REPORTING

- a) The CHAMBER will separately account for VIC monies apart from its general books of account. The City Finance Director or his/her designee may examine this separate VIC accounting during normal business hours after providing written notification to the CHAMBER, at least 48 hours prior to the time such examination is to be held. Nothing contained herein shall be interpreted to grant the CITY access to the general books, papers, and accounting records of the CHAMBER, or to any other records of the CHAMBER not directly related to the VIC.
- b) The CHAMBER shall account to the CITY for monies received from the CITY for the VIC. This accounting will be provided by the seventh business day of the first month following the end of each fiscal-year quarter. The accounting shall refer to the three calendar months preceding the accounting. (Example: The October accounting will be for July - September). The CHAMBER shall forward this report to the CITY Finance Department.
- c) The CHAMBER also shall file with the CITY, with each quarterly accounting, a program report. This report will cover the same time period as the accounting submitted under Section VI(b) above. If the Chamber fails to meet the accounting/reporting requirements described in this section VI(a-c) of this Agreement, CITY may withhold future monthly payments of appropriated funds until proper accounting/reporting required under this Section is provided. CITY shall not be required to pay interest or penalties for such delayed payment, where the delay is caused by CHAMBER's failure to properly account/report to CITY.
- d) The CHAMBER shall maintain adequate accounting records of all revenues and expenditures covered by this Section VI, with supporting invoices, for a period of three (3) years.
- e) It is understood and agreed that the CITY may appropriate funds derived from any source it chooses to fund the VIC under this Agreement. Even so, it is understood that TLT will most likely be the source of such funds. Therefore, if the CITY's projections for future collection of TLT change during the CITY'S fiscal year, the CITY will advise the CHAMBER of the CITY's changes in projections for TLT collection within forty (40) days after the close of the CITY's fiscal year- quarter in which the change in collection projections occurred.
- f) CHAMBER shall report to CITY quarterly analytic contact information. Such reports shall summarize the total number of contacts via telephone, email, website, and personal visits as well as such other information compiled by CHAMBER to detail its promotion of tourism and public information.

SECTION VII CITY REPRESENTATIVE

The CHAMBER's board of directors will maintain a Visitor Information Center (VIC) advisory committee that will meet quarterly. The advisory committee will provide the CITY with notification of the date, time, and location of its meetings, at least 14 days before the scheduled date of the meeting, except that in the case of emergency or specially-scheduled meetings, the notification will be (if possible) at least four days before the meeting is to take place. The CITY will appoint a city council liaison to sit as a member of this committee, and this individual will be entitled to a seat on the committee. Nothing in this section will affect the right of the CHAMBER's board of directors to conduct the CHAMBER's business under the CHAMBER's bylaws and other governing documents. However, if requested by the board, the appointed city council liaison will be available to attend regularly scheduled chamber board meetings.

SECTION VIII. INSURANCE

The CHAMBER shall carry insurance as follows:

- a. Workers' compensation coverage in accordance with Oregon law; and
- b. Commercial general liability insurance for the VIC, with a reputable insurance carrier, naming the CITY, elected officials, officers, agents and employees as an additional insured. The insurance limits shall be a minimum of \$1 million per occurrence and \$2 million aggregate. Evidence of such insurance coverage, in the form of an additional insured endorsement from the CHAMBER's insurer, will be provided to the CITY within fifteen (15) days from the end of each calendar-year. The CHAMBER also will furnish a new certificate of coverage to the CITY forthwith, upon any change of insurance carrier by the CHAMBER. The CHAMBER may not cancel this insurance without at least thirty (30) days prior written notice to the CITY.

SECTION IX INDEMNIFICATION

a. CHAMBER will indemnify defend and hold CITY, its elected officials, officers, agents and employees, harmless from and against all claims, demands, actions, costs and expenses, including attorneys' fees and costs of defense, which may be incurred by or asserted against CITY, arising out of or resulting CHAMBER's acts and omissions and the acts and omissions of CHAMBER's officers, subcontractors, agents and employees.

b. Subject to the limits of liability under ORS 30.260-30.300, CITY will indemnify defend and hold CHAMBER, its officers, agents and employees, harmless from and against all claims, demands, actions, costs and expenses, including attorneys' fees and costs of defense, which may be incurred by or asserted against CHAMBER, arising out of CITY's acts and omissions and the acts and omissions of CHAMBER's officers, subcontractors, agents and employees.

SECTION X COMPLIANCE WITH LAWS

The CHAMBER will comply with the provisions of all federal, state and local laws and ordinances that are applicable to the VIC and its operations.

**SECTION XI
STATUS AS AN INDEPENDENT CONTRACTOR**

In the performance of the work, duties, and obligations required of the CHAMBER under this agreement, it is mutually understood and agreed that the CHAMBER is at all times acting and performing as an independent contractor and not an agent, partner, or joint venture with the CITY. The CITY shall neither have nor exercise any control over the methods by which the CHAMBER performs its work and functions. The parties acknowledge that any contracts entered into between the CHAMBER and any third party are not an obligation of the CITY, and the CHAMBER must not represent that it has the power or authority to contractually bind or obligate the CITY.

**SECTION XII
MODIFICATION**

This Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of each of the parties, by their duly authorized representatives.

**SECTION XIII
ASSIGNMENT**

The responsibility for performing the CHAMBER's services under the terms of this Agreement shall not be assigned, transferred, delegated or otherwise referred by the CHAMBER to a third person without the prior written consent of the CITY.

**SECTION XIV
NOTICES**

For purposes of this Agreement, notices by one party to the other are deemed to be made if in writing, sent by certified mail, return receipt requested to the other party, addressed as follows:

A. For the CHAMBER: Executive Director
Central Point Chamber of Commerce
150 Manzanita St.
Central Point, OR 97502

B. For the CITY: City Administrator
City of Central Point
140 S. 3rd Street
Central Point, OR 97502

IN WITNESS WHEREOF, this agreement is entered into as of _____, 2021.

CITY OF CENTRAL POINT

CENTRAL POINT CHAMBER OF
COMMERCE

Mayor

Director

Attachment: Chamber Agt July 2021 - June 2023 [Revision 2] (1421 : Resolution Approving Chamber VIC Agreement)



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

ISSUE SUMMARY

| | | | |
|-------------------------|---|------------------------|---------------|
| TO: | City Council | DEPARTMENT: | City Attorney |
| FROM: | Sydnee Dreyer, City Attorney | | |
| MEETING DATE: | June 10, 2021 | | |
| SUBJECT: | Resolution No. _____, A Resolution Declaring Certain Real Property Located on Old Military Road Surplus Authorizing an Invitation to Bid on the Purchase of Such Property | | |
| ACTION REQUIRED: | Motion Resolution | RECOMMENDATION: | Approval |

BACKGROUND INFORMATION:

The City of Central Point acquired an approximately 7.41-acre parcel of land located on Old Military Road in 1970, commonly referred to as Map No. 372W08, Tax Lot 1900 (the "Property"). The Property is zoned County Aggregate Resource.

The City purchased the land for use by the Public Works Department to be used as a site to move extra material such as rock, dirt and tree trimmings, as the City did not have an alternative location in town at that time. Over time use of the Property for extra materials has become unnecessary as the City is now able to dispose of such items through recycling and other methods.

Currently the City uses the Property for storm drain decanting. However, once the new Public Works Operations Center is constructed, it will contain an indoor decant building. In addition, the City has as two additional decanting sites closer to town. The City has no other reasonable use for the Property.

The purpose of the resolution is to declare the Property surplus and to direct staff to proceed with an invitation to bid on the purchase of the Property. Prior to any sale of the Property, this matter would be set for public hearing for consideration of the sale terms and sale price, and to take testimony from the public regarding the proposed sale.

Although this resolution is not set for public hearing, if members of the public desire to speak to this item, it would be appropriate to allow public comment.

FINANCIAL ANALYSIS:

LEGAL ANALYSIS:

ORS 271.310 authorizes the City to sell real property whenever it is not needed for public use or where the public interest may be furthered by such conveyance.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION:

Recommend approval of the resolution.

RECOMMENDED MOTION:

I move to approve Resolution No. _____, a Resolution declaring certain real property located on Old Military Road (Map No. 372W08, Tax Lot 1900) surplus and authorizing an invitation to bid on the purchase of such property.

ATTACHMENTS:

1. Reso of Intent Surplus Old Military Road Property
2. 372w08

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED ON OLD MILITARY ROAD (MAP NO. 372W08 TAX LOT 1900) SURPLUS AND AUTHORIZING AN INVITATION TO BID ON THE PURCHASE OF SUCH PROPERTY

Recitals:

- A. The City of Central Point acquired an approximately 7.41-acre parcel of land located on Old Military Road in 1970, commonly referred to as Map No. 372W08, Tax Lot 1900 (the "Property"). The Property is zoned County Aggregate Resource.
- B. The City purchased the land for use by the Public Works Department to be used as a site to move extra material such as rock, dirt and tree trimmings, as the City did not have an alternative location in town at that time. Over time use of the Property for extra materials has become unnecessary as the City is now able to dispose of such items through recycling and other methods.
- C. Currently the City uses the Property for storm drain decanting. However, once the new Public Works Operations Center is constructed, it will contain an indoor decant building. In addition, the City has as two additional decanting sites closer to town.
- D. The City has no other reasonable use for the Property.
- E. ORS 271.310 authorizes the City to sell real property whenever it is not needed for public use or when the public interest may be furthered by such conveyance.
- F. The City has determined that the Property is not needed for public use and it is in the public interest to sell property for which the City has no further need. Given the interest in the Property, the Council recommends such sale through a publicly advertised invitation to bid, authorized by CPMC 2.40.120.

The City of Central Point resolves as follows:

Section 1. The Property is declared to be surplus.

Section 2. The City Council directs staff to prepare a publicly advertised invitation to bid on the Property.

Section 3. The City Manager or his designee is authorized to take any other steps necessary to effectuate the terms of this resolution.

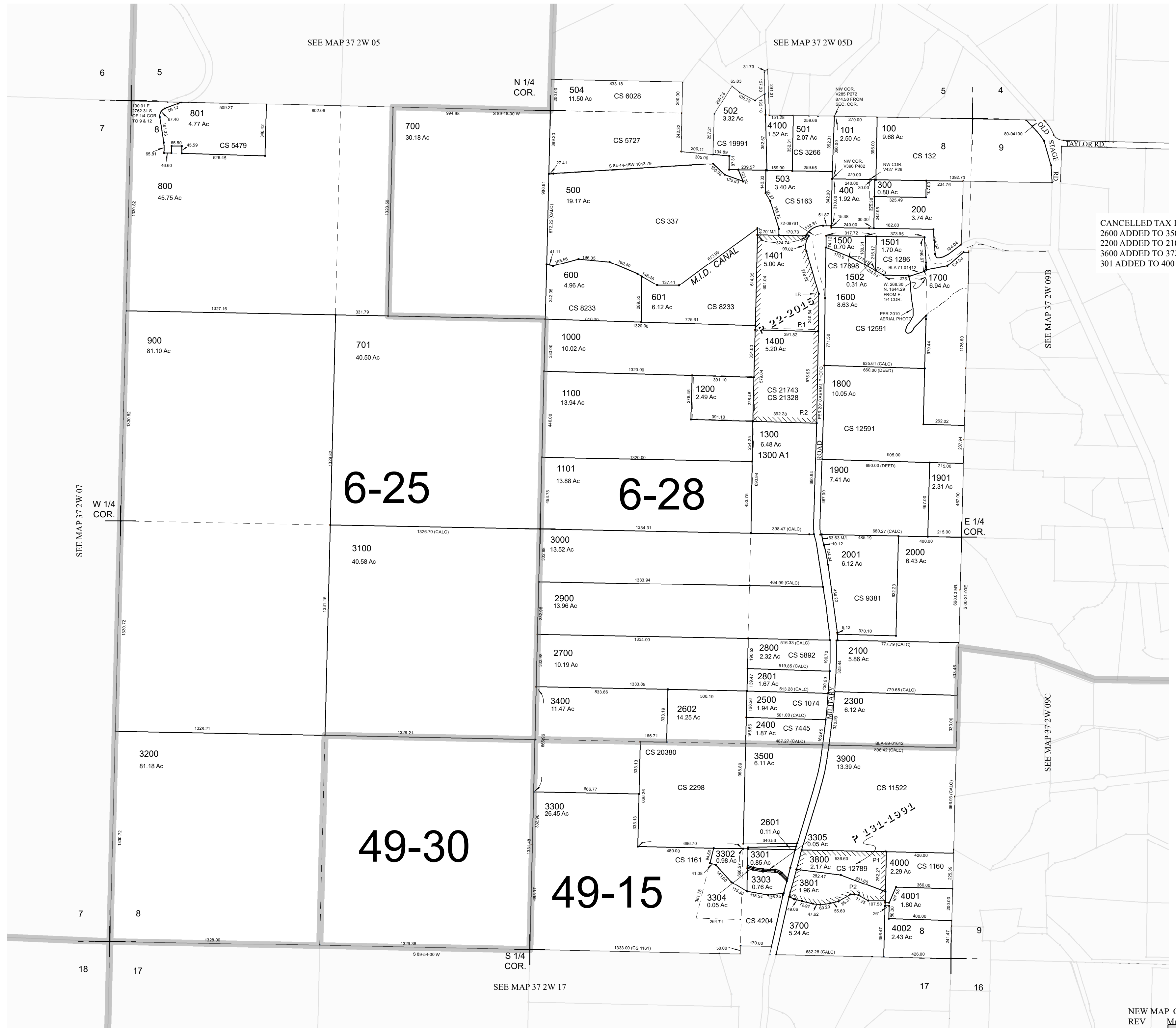
Passed by the Council and signed by me in authentication of its passage this _____ day of June, 2021.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Reso of Intent Surplus Old Military Road Property (1426 : Resolution Declaring Old Military Road Property Surplus)



CANCELLED TAX LOT NUMBER:
2600 ADDED TO 3500
2200 ADDED TO 2100
3600 ADDED TO 372W17 100
301 ADDED TO 400

Attachment: 372w08 (1426 : Resolution Declaring Old Military Road Property Surplus)