



# CITY OF CENTRAL POINT

Oregon

## City Council Meeting Agenda Thursday, August 26, 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 (1682) Ord (2081)

### I. REGULAR MEETING CALLED TO ORDER

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

### IV. 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.*

### V. CONSENT AGENDA

#### A. Approval of August 12, 2021 City Council Minutes

### VI. ITEMS REMOVED FROM CONSENT AGENDA

### VII. ORDINANCES, AND RESOLUTIONS

A. Ordinance No. \_\_\_\_\_, An Ordinance Vacating Approximately 808 Square Feet Of Undeveloped Cook Lane Right-Of-Way Located Adjacent To Property Identified On The Jackson County Assessor's Map As 37s 2w 10bc Tax Lots 2200 And 2301 (Holtey)

B. Resolution No. \_\_\_\_\_, A Resolution Approving An Agreement With Rogue Retreat For Provision Of Homeless Shelter Beds And Authorizing The City Manager To Negotiate Additional Terms (Dreyer)

C. Resolution No. \_\_\_\_\_, A Resolution Approving A Real Estate Purchase And Sale Agreement To Purchase .53 Acres Of Real Property Located At 3404 Chicory Lane For The Extension Of Haskell Street And Authorizing The City Manager To Negotiate Additional Terms (Dreyer)

### VIII. BUSINESS

A. Central Point Little League Complex Project Update (Clayton)

B. Bear Creek Property Exchange Update (Clayton)

C. Bear Creek Greenway Fire Area Master Plan Discussion (Samitore)

**IX. MAYOR'S REPORT**

**X. CITY MANAGER'S REPORT**

**XI. COUNCIL REPORTS**

**XII. DEPARTMENT REPORTS**

**XIII. EXECUTIVE SESSION - ORS 192.660 (2) (e)**

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.

**XIV. ADJOURNMENT**

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

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

# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Minutes Thursday, August 12, 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	Present	
Neil Olsen	Ward I	Remote	
Kelley Johnson	Ward II	Remote	
Melody Thueson	Ward III	Present	
Taneea Browning	Ward IV	Present	
Rob Hernandez	At Large	Present	
Michael Parsons	At Large	Present	

Staff members present: City Manager Chris Clayton; City Attorney Sydnee Dreyer; Finance Director Steve Weber; Police Captain Dave Croft; Parks and Public Works Director Matt Samitore; Community Planner Justin Gindlesburger; and City Recorder Deanna Casey.

### IV. PUBLIC COMMENTS - None

### V. CONSENT AGENDA

<b>RESULT:</b>	<b>APPROVED [6 TO 0]</b>
<b>MOVER:</b>	Michael Parsons, At Large
<b>SECONDER:</b>	Melody Thueson, Ward III
<b>AYES:</b>	Williams, Johnson, Thueson, Browning, Hernandez, Parsons
<b>AWAY:</b>	Neil Olsen

#### A. Approval of July 8, 2021 City Council Minutes

### VI. PUBLIC HEARING

#### A. Public Hearing and First Reading of an Ordinance Vacating Approximately 808 Square Feet of Undeveloped Cook Lane Right-of-Way Located Adjacent to Property Identified on the Jackson County Assessor's Map as 37S 2W 10BC Tax Lots 2200 and 2301

Parks and Public Works Director Matt Samitore presented a ordinance requesting to abandon or vacate a small portion of unimproved Cook Lane. This portion of Right-of-way was dedicated to provide access to a flag lot in the subdivision. This flag lot was never developed and is in the process of being re-platted. Most of Cook Lane

Minutes Acceptance: Minutes of Aug 12, 2021 7:00 PM (CONSENT AGENDA)

right-of-way will be incorporated into a new residential street but there is an 808 square foot section that is not needed for public access.

Mayor Williams opened the public hearing, no one came forward and the public hearing portion was closed.

**Council Member Tanea Browning moved to Second Reading an Ordinance Vacating Approximately 808 Square Feet of Undeveloped Cook Lane Right-of-Way Located Adjacent to Property Identified on the Jackson County Assessor's Map as 37S 2W 10BC Tax Lots 2200 and 2301.**

<b>RESULT:</b>	<b>1ST READING [UNANIMOUS]</b>
	<b>Next: 8/26/2021 7:00 AM</b>
<b>MOVER:</b>	Tanea Browning, Ward IV
<b>SECONDER:</b>	Michael Parsons, At Large
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

## VII. ORDINANCES, AND RESOLUTIONS

### A. Ordinance No. \_\_\_\_\_, Ordinance Amending in Part Central Point Municipal Code Chapter 10.14 Adding Police Department Authority

City Attorney Sydnee Dreyer stated that this is the second reading of an Ordinance transferring the administration of the preferential parking district program to the Police Department. Originally the Council established the districts through Chapter 10.14 which stated the Public Works Department will administer the program. Staff has determined that the Police Department would be a better option for issuing permits, and ensuring compliance. The proposed revision only modifies the authority.

**Council Member Rob Hernandez moved to approve Ordinance 2080, an Ordinance Amending in Part Central Point Municipal Code Chapter 10.14 Adding Police Department Authority.**

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

### B. Resolution No. \_\_\_\_\_, Approving the Rogue Disposal and Recycling, Inc, Twenty Fifth Year Performance Audit, Fifth Anniversary Rate Adjustment, Amendment to Annual Adjustment and Fire-Year Franchise Extension Pursuant to Article 7 of the Solid Waste Agreement

City Manager Chris Clayton stated that at the last Council meeting representatives from Rogue Disposal presented the 25-year performance audit, fifth anniversary rate adjustment request, and a 5-year franchise agreement extension. The Franchise Agreement between the City of Central Point and Rogue Disposal requires City Council approval of a 25-year Performance Audit, Fifth Anniversary Rate Adjustment and request for Franchise Agreement Extension. The Council Packet has provided



the option for the Council to review and approve these items. The submitted calculations appear to be accurate, reasonable and the relevant to the conditions of the franchise agreement.

**Council Member Melody Thueson moved to approve Resolution No. 1679, A Resolution Approving the Rogue Disposal & Recycling, Inc., Twenty Fifth Year Performance Audit, Fifth Anniversary Rate Adjustment, Amendment to Annual Adjustment and Five-year Franchise Extension Pursuant to Article 7 of the Solid Waste Agreement.**

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

**C. Resolution No. \_\_\_\_\_, Regarding a Lease Purchase Agreement for the Purpose of Financing Public Works Equipment**

Finance Director Steven Weber explained the lease purchase of a new Public Works 2021 Caterpillar 299D3XE Compact Track Loader. Caterpillar Financial Services Corporation has requested a council approved resolution to move forward with the financing. The equipment is included in the 2021/2023 approved budget.

**Council Member Rob Hernandez moved to approve Resolution 1680, A Resolution regarding a lease purchase agreement for the purpose of financing Public Works Equipment.**

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

**D. Resolution No. \_\_\_\_\_, Exercising the Power of Eminent Domain for the South Haskell Street Extension**

Public Works Director Matt Samitore explained that as part of the 2008 Transportation System Plan an extension of South Haskell Street from West Pine to Beall Lane. The street has been fully planned and constructed, except for a small portion located outside of the city limits near Chicory Lane. After trying to purchase the property for years, the City has entered into negotiations with the owner to purchase what is needed to complete South Haskell. As part of the negotiations, the owner has requested the city issue an imminent domain resolution to benefit the owner in regards to capital gain taxes. Once approved the purchase will happen in this budget year, but the construction will not take place until the following budget cycle.

Mr. Clayton explained that because we will be extending water and sewer lines we will be able to use American Rescue Plan money to purchase the property. The actual sale agreement will return to Council for final approval.

**Council Member Michael Parsons moved to approve Resolution No. 1681, A**

**Resolution Exercising the Power of Eminent Domain for the South Haskell Street Extension.**

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

**VIII. BUSINESS**

**A. Citizens Advisory Committee Appointment**

Mayor Williams stated that staff interviewed two of the candidates. His recommendation is to appoint Mike Meek to the Citizens Advisory Committee. We may have some other volunteer positions for the other two applicants.

**Council Member Michael Parsons moved to appoint Michael Meek to the Citizens Advisory Committee.**

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

**B. Planning Commission Report for the August 3, 2021 meeting.**

Community Planner Justin Gindlesburger presented the August 3, 2021 Planning Commission report:

- **Mobile Food Vendor Code Amendments:** Planning Staff provided an overview of the existing and proposed regulations that would expand the allowance of mobile food vendors in the city. Planning Commission members expressed support for the discussion draft and requested modifications to address potential conflicts in some of the draft standards; expanding available siting to include public and private property , and eliminating local restrictions on sales in favor of existing OLCC requirements. Staff will return with a revised draft for discussion at the next meeting.
- **Development Update:** Staff provided an update on development activity during the month of July. The most current activity is preliminary and focused on the east side of town.
- **Zoning Code Update:** The zoning code needs to be more modern, efficient and user friendly. Staff reported that the CAC was given a Zoning Code Basics article to provide a foundational level of understanding of the zoning code purpose, function and legal requirements before we formally start discussing the technical aspects.

<b>RESULT:</b>	<b>FOR DISCUSSION ONLY</b>
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**IX. MAYOR'S REPORT**

Mayor Williams reported that:

- He attended the Jackson County Fair and live auction. The city purchased a lamb and a pig.
- He attended the Greeters meeting at LOGOs Charter School.
- He attended the Oregon Mayors Conference in Coos Bay. It was a good conference. Every time he attends one of these conferences, it re-enforces the fact that he is very thankful for the City of Central Point. The Staff and the Council work as a team. It isn't the same in many cities across the state. He met with the Mayor from Sandy Oregon who is planning to run for Governor.

## **X. CITY MANAGER'S REPORT**

City Manager Chris Clayton reported that:

- We have made progress with Rogue Retreat. The agreement has been submitted to their legal counsel for review. We look forward to partnering with them.
- He was able to take a tour of the Cowley Building today. It has been listed for sale. Preliminary plans are for several improvements and roof top dining. The city encourages any improvements to the building.
- As everyone knows the Governor re-instituted the mask mandate. We will be following the requirements but keeping the doors open to the public unless instructed to do otherwise.
- Don Burt has agreed to work with staff on an Urban Renewal expansion and updates. This will include the land along the greenway once we take control from the County.
- He met with the people hoping to partner with the City on the Little League fields. We will need to do some fundraising to cover some of the cost, but we are in agreement with the amount each will pay.
- He updated the Council on the option to build the community center at the expo. He explained what the County would like to see in the facility.
- We will be implementing some software security measures starting next week.
- The Study Session for Monday has been cancelled. We will have one at the end of September.
- There are a few events coming up that may need to be cancelled or rescheduled because of the air quality.

## **XI. COUNCIL REPORTS**

Council Member Tanea Browning reported that:

- She attended the Medford Water Commission meeting.
- She has attended several LOC meetings.
- She attended her first Regional Solutions meeting. They talked about the white water competition in Gold Hill and the Shady Cove Waterfall.

Council Member Rob Hernandez reported that he attended the school district bond oversite committee meeting. Materials and workers are hard to find right now

Council Member Michael Parsons reported that:

- He attended the Citizens Advisory Committee meeting.
- Attended the Central Point Police Department Application Luncheon put on by a group of citizens of Homeowners Association in Central Point.
- He attended and in person Jackson County Public Policy Coordinating Council Meeting. It was a pleasure to attend in person, and not through a glass screen.
- He attended the Police Department Picnic and Service Acknowledgement and Awards Ceremony at Twin Creeks Park.
- He attended and assisted with the Police Department Community outreach gathering at Creekside Apartments on South Haskell.
- The Meadows has been organizing and implementing the elections process. Four new board members were elected on August 10th.

Council Member Melody Thueson reported that she went on vacation, and attended a school board meeting this week, most people were in opposition to the masks, but it went well.

Council Member Kelley Johnson had no report.

Council Member Neil Olsen reported that the amount of positive COVID cases are way up in the State and Jackson County numbers are spiking.

## **XII. DEPARTMENT REPORTS**

Parks and Public Works Director Matt Samitore reported that:

- He attended the emergency Fair Board Meeting where they announced the cancellation of the Wild Rogue Pro Rodeo and they will possibly reschedule the Harvest Festival.
- Staff is recommending that the DARE Cruise and Show & Shine be rescheduled to late September or first weekend in October due to air quality.
- The Made in Southern Oregon vendors are begging us to continue with that event. We are not sure we can allow the event to proceed because of air quality. Staff will make a decision on Tuesday next week.
- Construction of the Public Works Operation Center is moving back on Schedule.
- We did not get any bids for the Don Jones War Memorial. We will be collaborating it with the Dennis Richardson project for the next bid opening. Staff is working on an event for Veterans Day this year.

Finance Director Steven Weber reported that we have two new staff members in the Finance Department. We have hired James Alvarez and Clarisea Farney.

Community Planner Justin Gindlesburger reported that we will have a CRS audit in September in order to maintain our Class 6 Flood Rating. We are able to provide a 20% discount for flood insurance.

Captain Croft updated the Council regarding the car chase and officer involved shooting from yesterday morning. Central Point Officers were not involved in the shooting. We have two officers in the academy in Salem, and in the process of hiring another officer, and a community service officer.

**XIII. ADJOURNMENT**

Council Member Mike Parsons moved to adjourn, all said Aye and the meeting adourned at 8:18 p.m.

The foregoing minutes of the August 12, 2021, Council meeting were approved by the City Council at its meeting of \_\_\_\_\_, 2021.

Dated:

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

ATTEST:

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

Minutes Acceptance: Minutes of Aug 12, 2021 7:00 PM (CONSENT AGENDA)



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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b> Community Development
<b>FROM:</b>	Stephanie Holtey, Planning Director	
<b>MEETING DATE:</b>	August 26, 2021	
<b>SUBJECT:</b>	Ordinance No. _____, An Ordinance Vacating Approximately 808 Square Feet Of Undeveloped Cook Lane Right-Of-Way Located Adjacent To Property Identified On The Jackson County Assessor's Map As 37s 2w 10bc Tax Lots 2200 And 2301	
<b>ACTION REQUIRED:</b>	Ordinance 2nd Reading	<b>RECOMMENDATION:</b> Approval

#### **BACKGROUND INFORMATION:**

On July 8, 2021, the City Council considered a request to abandon or “vacate” a small portion of unimproved Cook Lane and approved Resolution No. 1677 to initiate proceedings and schedule a public hearing. Cook Lane right-of-way was dedicated to provide access to a flag lot in the Cook Partition (Partition No. 57-2006). The flag lot was never developed and at this time has been tentatively approved to be re-platted as Lots 11 and 12 in Mayberry Place, a 12-lot subdivision. Most of Cook Lane right-of-way will be incorporated into a new residential street but there is an 808 square foot section that is not needed for public access. The purpose of the vacation is abandon the unneeded section as needed to complete the subdivision. At this time, the city Council is conducting a public hearing and considering the vacation relative to the approval criteria in ORS 271.130.

#### **FINANCIAL ANALYSIS:**

Financial impact to the City is limited to in-kind expenses which are recovered with planning related fees.

#### **LEGAL ANALYSIS:**

Central Point Municipal Code (CPMC) Chapter 12.28 establishes the application process and fees associated with requests to vacate right-of-way by petition or when initiated by the local governing body. In this case the council is considering a vacation initiated by City Council resolution, which is subject to the criteria set forth in ORS 271.130. As demonstrated in the analysis below, the vacation meets the applicable criteria:

#### **ORS 271.130(1).**

- The city governing body may initiate vacation proceedings authorized by ORS 271.080 and make such vacation without a petition or consent of property owners.

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Comment: By Resolution No. 1677 the City initiated proceedings to consider the vacation as presented in Attachment “A.”

- No street area will be vacated without the consent of the owners of the abutting property if the vacation will substantially affect the market value of such property unless the city governing body provides for paying damages.

Comment: There is no evidence that the street vacation will have any substantial impact on the market value of the adjoining properties other than to facilitate residential development. Notwithstanding, the abutting property owners by requesting the vacation as provided in Attachment “B”, provided written consent.

- No street area will be vacated if the owners of a majority of the area affected, computed on the basis provided in ORS 271.080, object in writing.

Comment: The City provided legal notice of the proposed vacation to all property owners within the affected area as determined by the calculations in ORS 271.080 and provided published notice in the Mail Tribune on July 29, 2021 and August 5, 2021 as required. Notice was also posted on the site. At this time, no written objections have been received. At the conclusion of the public hearing, the City Council will determine if written objections are received and if the objections represent a majority of the property owners in the affected area. Legal notices are provided in Attachment “C.”

**ORS 271.130(2)** addresses joining two intersecting streets in one proceeding, which does not apply in this case.

**ORS 271.130(3).** No ordinance for the vacation of all or part of a plat shall be passed by the governing body until the city recording officer has filed in the office of the city recording officer or indorsed on the petition for such vacation a certificate showing that all city liens and all taxes have been paid on the lands covered by the plat or portion thereof to be vacated.

Comment: The owner of the properties abutting the area to be vacated has been notified of the requirement to certify that all taxes and liens are paid. As provided in Attachment A, the ordinance approving the vacation will not take effect until 30-days after the second reading and a certificate is received.

**ORS 271.130(4)** addresses appeals for property owners affected by the order of vacation or the order awarding damages.

Comment: As demonstrated herein, there are no damages to be awarded based on consent of abutting property owners because they have consented to the vacation in writing.

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

City Council set forth five (5) strategic priorities in the 2040 strategic plan. The following apply to the proposed vacation:

Community Investment, Goal 6 – Meet the housing needs of Central Point residents and businesses.

*Vacating the unneeded right-of-way satisfies a condition of approval to plat 12 residential lots. Given current demand for housing and lack of supply, the vacation is consistent with this goal.*

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Vibrant Economy, Goal 1 – Manage growth to provide a timely and orderly provision of facilities and services.

*Vacating the unneeded right-of-way will allow construction of the necessary street and all associated public facilities in a timely and orderly manner.*

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**STAFF RECOMMENDATION:**

Conduct the public hearing and forward the ordinance to a second reading with or without changes.

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**RECOMMENDED MOTION:**

I move to approve Ordinance No. \_\_\_\_\_, An Ordinance Vacating Approximately 808 Square Feet Of Undeveloped Cook Lane Right-Of-Way Located Adjacent To Property Identified On The Jackson County Assessor's Map As 37s 2w 10bc Tax Lots 2200 And 2301

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**ATTACHMENTS:**

1. Written Request/Consent to Vacate
2. Legal Notices
3. Ordinance Cook ROW Vacation



FARBER CONSULTING  
PO BOX 5286  
CENTRAL POINT, OREGON 97502  
541-664-5599

June 21, 2021

City of Central Point  
City Council  
140 South 3<sup>rd</sup> Street  
Central Point Oregon 97502

Re: Request by Council Motion a Vacation of a portion of Cook Lane.

Honorable Councilor's:

As agent for Twin Creeks Development Co, LLC, we hereby request the Council by the authority granted by the Oregon Revised Statutes Chapter 270.130 initiate the vacation of a portion of Cook Lane. This request is by 100 percent of the owners of the affected properties. The portion requested to be vacated is no longer needed because of the Planning Commission approval of Mayberry Place which will provide a city street improved to full City Standards providing access to 12 Lots. Cook Lane is presently an undeveloped right of way.

Respectfully,

Herbert A Farber, Agent

Attachment: Written Request/Consent to Vacate (1445 : Cook Lane Right-of-Way Vacation)

# NOTICE OF STREET VACATION

**Meeting Date:** August 12, 2021  
**Meeting Time:** 7:00 p.m.  
**Place:** City Council Chambers  
 140 S. Third Street,  
 Central Point, OR 97502

**NATURE OF MEETING:** Beginning at the above time and place, the City Council will hold a public hearing to receive written testimony, objections or remonstrances regarding the adoption of an ordinance vacating a portion of undeveloped street right-of-way, known as Cook Lane, located east of Grant Road. The adjoining properties are identified on the Jackson County Assessor's Map as 37S 2W 10BC TL 2200 and 2301, which are owned by W.L. Moore Construction, Inc. If the ordinance is approved, the City of Central Point will vacate approximately 808 square feet of the right-of-way.

The City Council initiated the proceedings for the vacation of the above named street pursuant to ORS 271.130 at the regular City Council meeting on July 8, 2021.

**CRITERIA FOR DECISION:** The requirements for vacation of a public street are set forth in ORS 271.130 et. seq. The proposed vacation is also reviewed in accordance with Chapter 12.28 of the Central Point Municipal Code.

**PUBLIC COMMENT:**

1. Any person interested in commenting on the proposed street/alley vacation may file written comments, objections, or remonstrances with the City Recording Officer prior to the time of the public hearing.
2. Written comments may be filed at Central Point City Hall, 140 S. Third Street, Central Point, OR 97502
3. Issues which may provide the basis for a decision on this matter shall be raised prior to the expiration of the comment period noted above. Any testimony and written comments about the right-of-way vacation described above will need to be related to the proposal and should be stated clearly to the City Council.
4. Copies of all evidence relied upon by the applicant are available for public review at City Hall, 140 South Third Street, Central Point, Oregon. **The City File Number is: VAC-21001.** Copies of the same are available at 25 cents per page.
5. For additional information, the public may contact Stephanie Holtey at 541-423-1031 or [stephanie.holtey@centralpointoregon.gov](mailto:stephanie.holtey@centralpointoregon.gov)

**SUMMARY OF PROCEDURE:** At the public hearing, the City Council will review all written testimony, objections or remonstrances to the proposed street vacation. At the conclusion of the public hearing, the City Council may adopt, modify or reject the ordinance vacating the undeveloped right-of-way.



Attachment: Legal Notices (1445 : Cook Lane Right-of-Way Vacation)

CACKA JOHN W/CACKA ANN E  
872 MENDOLIA WAY  
CENTRAL POINT, OR 97502

HAGA GREG/VALARIE ANN  
873 MENDOLIA WAY  
CENTRAL POINT, OR 97502

TUERS SCOTT T/KRISTEN D  
881 MENDOLIA WAY  
CENTRAL POINT, OR 97502

SWENSON DAVID R/RUTH M  
864 MENDOLIA WAY  
CENTRAL POINT, OR 97502

FELLOWS BOB  
2950 PHILLIPS WAY  
CENTRAL POINT, OR 97502

HOPKINS BRAD/JULIE  
889 MENDOLIA WAY  
CENTRAL POINT, OR 97502

GARNICA FRED S/ROBIN D  
877 MENDOLIA WAY  
CENTRAL POINT, OR 97502

HANNA-BELL JUDY D/BELL EUGENE  
853 MENDOLIA WAY  
CENTRAL POINT, OR 97502

JOHNSON LYLE D TRUSTEE ET A  
17505 HWY 62  
EAGLE POINT, OR 97524

MACLAUHLAN RYAN SHANE/KRISTI  
885 MENDOLIA WAY  
CENTRAL POINT, OR 97502

LUDWIG MAE ANN TRUSTEE  
4165 JACKDAW ST  
SAN DIEGO, CA 92103

GOFF RYAN/ZSANINE  
3610 GRANT RD  
CENTRAL POINT, OR 97502

WL MOORE CONSTRUCTION INC  
PO BOX 3577  
CENTRAL POINT, OR 97502

SCHULTZ RICHARD J/SHARI E  
880 MENDOLIA WAY  
CENTRAL POINT, OR 97502

JUAREZ GODOFREDO/JEREMIAS  
2401 BLUE JAY LN  
CENTRAL POINT, OR 97502

MISENER MARK J TRUSTEE ET AL  
3590 GRANT RD  
CENTRAL POINT, OR 97502

HUFFMAN CHET/CINDY  
C/O WHITFIELD & COMPANY, PC  
23801 CALABASAS RD #1013  
CALABASAS, CA 91302

BARATTA LETICIA TRUSTEE ET AL  
164-29 77TH AVE  
FRESH MEADOWS, NY 11366

W L MOORE CONSTRUCTION INC  
PO BOX 3577  
CENTRAL POINT, OR 97502

YOUNG MARTIN K  
861 MENDOLIA WAY  
CENTRAL POINT, OR 97502

MONTES ISAIAS/MARIANA  
3601 GRANT RD  
CENTRAL POINT, OR 97502

BECH BARBARA A  
WALKER MAURICE N  
865 MENDOLIA WAY  
CENTRAL POINT, OR 97502

BRUSH ROY A TRUSTEE ET AL  
2450 ROBIN LN  
CENTRAL POINT, OR 97502

MARRON JAMES E  
869 MENDOLIA WAY  
CENTRAL POINT, OR 97502

BURNETT MICHAEL E/ROBIN E  
868 MENDOLIA WAY  
CENTRAL POINT, OR 97502

ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE VACATING APPROXIMATELY 808 SQUARE FEET OF UNDEVELOPED COOK LANE RIGHT-OF-WAY LOCATED ADJACENT TO PROPERTY IDENTIFIED ON THE JACKSON COUNTY ASSESSOR’S MAP AS 37S 2W 10BC TAX LOTS 2200 AND 2301**

Applicant: W.L. Moore Construction, Inc.

**Recitals:**

- A. On November 3, 2020, the Central Point Planning Commission approved a tentative subdivision plan (Resolution No. 882) to create a 12-lot residential subdivision served by a public street that incorporates most of the undeveloped Cook Lane right-of-way abutting property identified as 37S2W10BC Tax Lots 2200 and 2301. In rendering this decision the City determined that a portion of the Cook Lane right-of-way is not needed for public access.
- B. In accordance with CPMC Chapter 12.28 and Oregon Revised Statute (ORS) Chapter 271.130, the Central Point City Council considered a request to initiate proceedings to vacate the unneeded portion of Cook Lane right-of-way by the owner of Tax Lots 2200 and 2301, and approved Resolution No. 1677 fixing a time for a public hearing to consider the vacation.
- C. On August 12, 2021 the City Council held duly noticed public hearing in accordance with ORS 271.110 to consider the vacation and receive public testimony.

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

Section 1. Based upon all the information received, the City Council adopts the Staff Reports, Findings of Fact and evidence which are incorporated herein by reference; determines that the public interest is not prejudiced; that changing community conditions and needs justify the vacation and hereby adopts this ordinance to vacate the undeveloped Cook Lane right of way as described in Exhibits 1-3 attached hereto.

Section 2. The City Manager is directed to conduct post vacation action defined in ORS 271.150 which includes filing for record with the county clerk. The petitioner for such vacation shall bear the recording cost and the cost of preparing and filing the certified copy of the ordinance and map. A certified copy of this ordinance shall also be filed with the county assessor and county surveyor.

Section 3. Effective date. The Central Point City Charter states than an ordinance enacted by the council shall take effect on the thirtieth day after its enactments. The vacation is not effective until thirty days after the second reading and certification has been received from the County Assessor that all City taxes and liens for the land to be vacated have been paid.

Section 4. The City Recorder is authorized to correct any cross-references and any typographical 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: Ordinance Cook ROW Vacation (1445 : Cook Lane Right-of-Way Vacation)



# APPLICATION MAP

MAYBERRY PLACE  
A SUBDIVISION  
A REPLAT OF A PORTION OF COOK  
LANE and PUE.

LOCATED IN THE NORTHWEST QUARTER  
OF SECTION 10, TOWNSHIP 37 SOUTH  
RANGE 2 WEST OF THE WILLAMETTE  
MERIDIAN, CITY OF CENTRAL POINT,  
JACKSON COUNTY, OREGON.

**APPLICANT/OWNER:** K.L. MOORE CONSTRUCTION INC.  
PO BOX 3577  
CENTRAL POINT, OR 97502

**PLANNER:** HERB FARBER  
FARBER CONSULTING  
1014 N. 50TH  
CENTRAL POINT, OR 97502

**LAND SURVEYOR:** FRED A. FRANTZ, PLS  
TERRASURVEY, INC.  
274 FOURTH STREET  
ASHLAND, OREGON 97520  
CER.# 482-6474

**SITE:** 3684 GRANT ROAD  
CENTRAL POINT, OR 97502  
SUBDIVISION NO. 37-24-108C-2200

**ZONING:** RR-2.5

**NOTES:**  
MAYBERRY LANE WILL BE A MINOR RESIDENTIAL LOCAL STREET  
WITH PARKING ON ONE SIDE PER STANDARD DRAWING ST-10.  
STREET GRADES WILL BE 1 TO 5%.

EXISTING TREES TO REMAIN

18" CONCRETE SEWER LINE IN GRANT ROAD.  
18" STORM DRAIN LINE AT NORTH END OF STORM DRAIN  
EASEMENT ON BLUE HEARON DRIVE.  
12" WATER LINE STUBBED TO THE NORTH LINE OF THIS  
PROJECT FROM FROM BLUE HEARON DRIVE.

REGISTERED  
**PROFESSIONAL  
LAND SURVEYOR**  
*Fred A. Frantz*

OREGON  
JULY 12, 2000  
FRED A. FRANTZ  
181.33077

Renewal 18-31-21

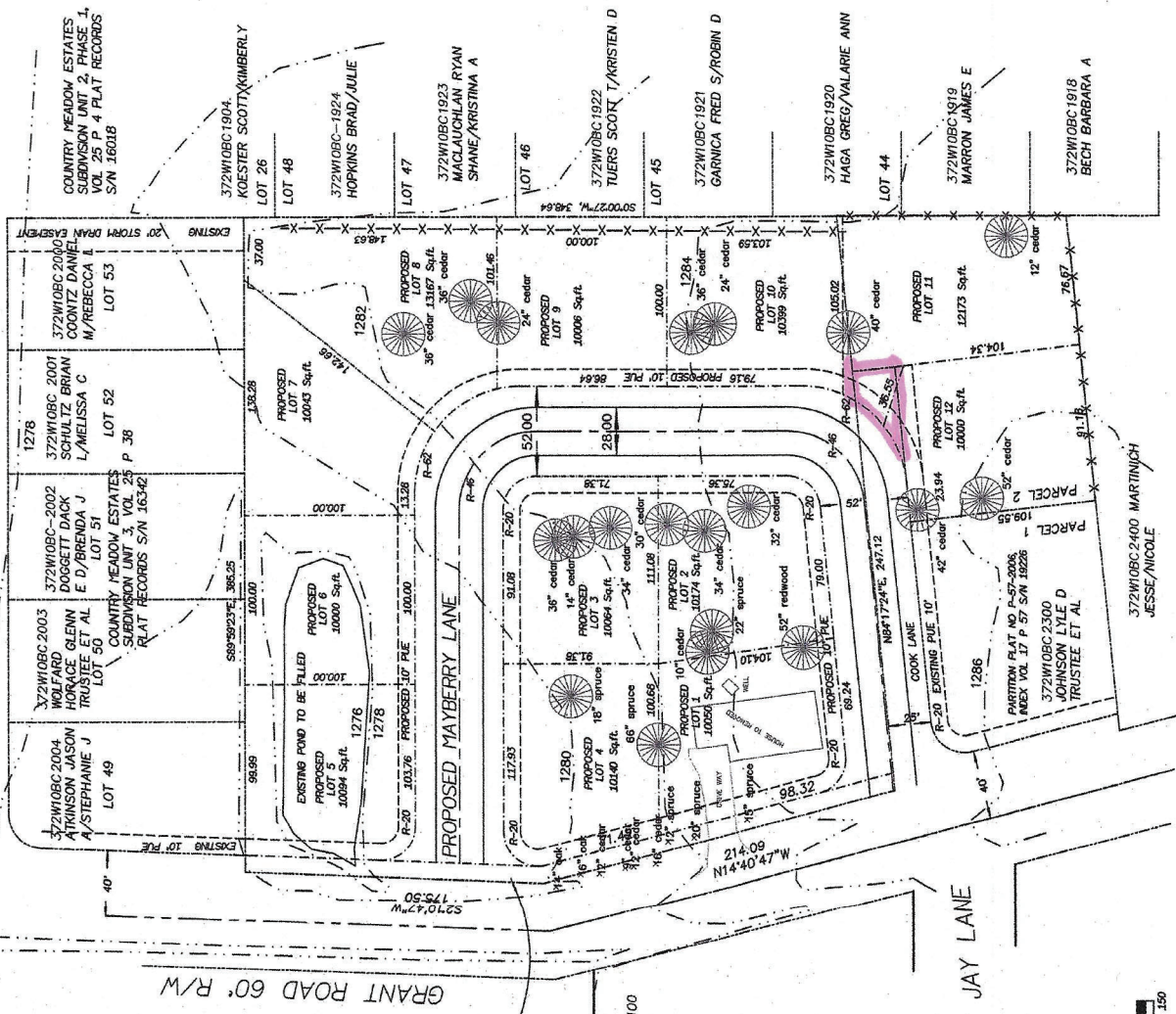
**TERRASURVEY, INC.**  
PROFESSIONAL LAND SURVEYORS  
274 FOURTH STREET  
ASHLAND, OREGON 97520  
(541) 482-6474  
terrain@blsp.net

JOB NO. 1267-19

BLUE HERON DRIVE 52' R/W

GRANT ROAD 60' R/W

BLUE JAY LANE



COUNTRY MEADOW ESTATES SUBDIVISION UNIT 2  
PHASE 2, VOL 27 & 8 PLAT RECORDS S/N 16803

DATE: 08-12-2020

SCALE: 1" = 50'  
CONTIGUOUS INTERVAL IS 1 FOOT



37-24-108C TAX LOT 2200-2201

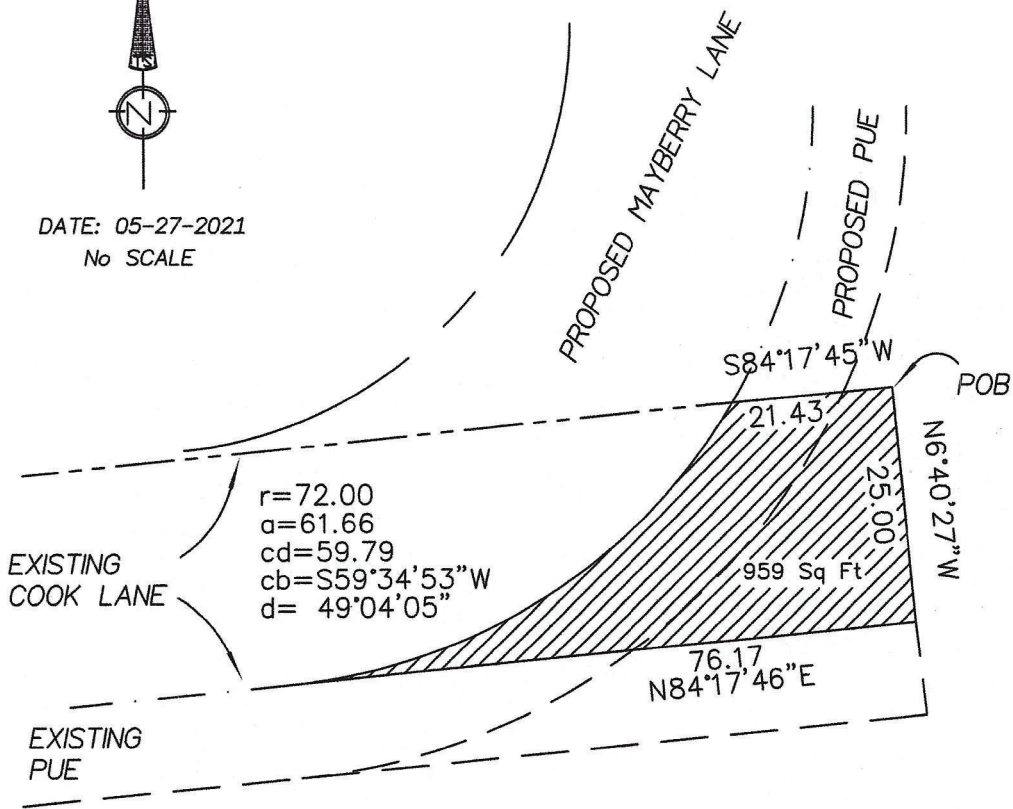
Attachment: Ordinance Cook ROW Vacation (1445 : Cook Lane Right-of-Way Vacation)

# VACATION DETAIL

MAYBERRY PLACE  
A SUBDIVISION  
A REPLAT OF A PORTION OF COOK  
LANE and PUE.



DATE: 05-27-2021  
No SCALE



 AREA TO BE VACATED

## TERRASURVEY, INC.

PROFESSIONAL LAND SURVEYORS

274 FOURTH STREET  
ASHLAND, OREGON 97520

(541) 482-6474  
terrain@bisp.net

JOB NO. 1267-19

REGISTERED  
**PROFESSIONAL  
LAND SURVEYOR**

OREGON  
JULY 12, 2005  
FRED A. FRANTZ  
No. 50077

Renewal 12-31-21

37-2W-10BC TAX LOTS 2200-2301

Attachment: Ordinance Cook ROW Vacation (1445 : Cook Lane Right-of-Way Vacation)



Property Description  
Cook Lane proposed vacation.  
Mayberry Place subdivision

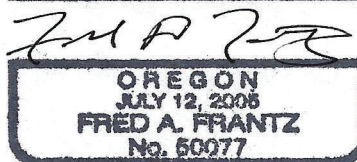
A portion of Cook Lane as described on Partition Plat No. P 57-2006 recorded in the Records of Jackson County, Oregon, Index Volume 17, Page 57, County Surveyor's File No 19226, more particularly described as follows:

Beginning at the northeast corner of Cook Lane as described on Partition Plat No. P 57-2006 recorded in the Records of Jackson County, Oregon, Index Volume 17, Page 57, County Surveyor's File No 19226; thence South 84°17'45" West, along the northerly line of said Lane for a distance of 21.43 feet; thence along a non-tangent curve to the right having a radius of 72.00 feet, a central angle of 49°04'05" for a distance of 61.66 feet with a long chord which bears South 59°34'53" West, 59.79 feet; thence North 84°17'46" East, along the southerly line of said Lane for a distance of 76.17 feet; thence North 06°40'27" West, along the easterly line of said Lane to the Point of Beginning.

Containing, more or less 959 square feet

Prepared by: Terrasurvey Inc.  
274 4<sup>th</sup> Street  
Ashland Oregon 97520

Phone: 541-482-6474



Renewal 12-31-21

Attachment: Ordinance Cook ROW Vacation (1445 : Cook Lane Right-of-Way Vacation)





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On July 22, 2020, the United States District Court for the District of Oregon, Medford Division, issued an opinion in *Blake v. Grants Pass*, which is now under appeal. In that case, the city essentially prohibited sleeping in any public space in Grants Pass while using any type of item that falls into the category of "bedding" or is used as "bedding." The *Blake* Court held that the Eighth Amendment "prohibits a City from punishing homeless people for taking necessary minimal measures to keep themselves warm and dry while sleeping when there are no alternative forms of shelter available."

The purpose of the draft Agreement is to ensure that the City has alternative forms of shelter available, so that homeless persons in City limits have a warm and dry place to sleep. The City believes this Agreement for shelter beds complies with both the Martin/Blake requirements as well as the legislation recently adopted as HB 3115.

---

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

---

**STAFF RECOMMENDATION:**

Approve Resolution.

---

**RECOMMENDED MOTION:**

I move to approve Resolution No. \_\_\_\_\_, a Resolution approving an agreement with Rogue Retreat for provision of homeless shelter beds and authorizing the City Manager to negotiate additional terms.

---

**ATTACHMENTS:**

1. Reso Approving Rogue Retreat Agt

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

A RESOLUTION APPROVING AN AGREEMENT WITH ROGUE RETREAT FOR PROVISION OF HOMELESS SHELTER BEDS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE ADDITIONAL TERMS

RECITALS:

- A. Rogue Retreat, an Oregon nonprofit corporation, has successfully administered homeless shelter programs in Jackson County.
- B. Jackson County conducted its Annual Point in Time Count (“PIT”) which identified that at a given time the City of Central Point has up to 5 homeless individuals residing in City limits. The PIT count is consistent with the City’s empirical evidence.
- C. The City of Central Point does not currently operate its own homeless shelter and desires to enter into an agreement with Rogue Retreat to ensure shelter beds are available in Jackson County for those homeless individuals in City limits that are willing to accept services and to ensure that the City has available a designated location(s) in which homeless individuals can be warm and dry and are afforded basic sanitation and sleeping arrangements.

The City of Central Point resolves:

**Section 1.** The attached Agreement for Homeless Shelter Beds Between the City of Central Point and Rogue Retreat (the “Agreement”), in substantially the form attached hereto as Exhibit “A” is approved.

**Section 2.** The City Manager is hereby authorized, on behalf of the City, to finalize the terms of the attached Agreement without further action by the City Council.

**Section 3.** The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the attached Agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to effectuate this Resolution.

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

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

ATTEST:

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

Attachment: Reso Approving Rogue Retreat Agt (1453 : Resolution Approving Agreement with Rogue Retreat)

Exhibit A to Resolution

**AGREEMENT FOR HOMELESS SHELTER BEDS  
BETWEEN  
THE CITY OF CENTRAL POINT AND ROGUE RETREAT**

This Agreement (“Agreement”) is entered into between the City of Central Point, a municipal corporation (“City”) and Rogue Retreat, an Oregon nonprofit corporation (“Rogue Retreat”), in consideration of the mutual benefits, terms and conditions hereafter specified.

WHEREAS, Rogue Retreat is a nonprofit entity that has successfully administered multiple homeless shelter programs in Jackson County, including the Urban Campground, Hope Village, and the Kelly Shelter (the “Shelter Premises”);

WHEREAS, Jackson County has conducted its Annual Point in Time Count (“PIT”) to identify homeless or unhoused persons in Jackson County, and the PIT identified that at any given time, the City has 5 or less homeless or unhoused persons residing in City limits. The PIT count is consistent with the City’s historical/empirical evidence;

WHEREAS, the City desires that all homeless or unhoused persons in City limits are afforded a location in which to keep warm and dry and are afforded basic sanitation and sleeping arrangements; and

WHEREAS, the City desires to contract with Rogue Retreat to provide homeless shelter beds in Jackson County;

NOW THEREFORE, the parties agree as follows:

- 1. Provision of Shelter Beds.** Rogue Retreat agrees to provide five (5) homeless shelter beds for homeless or unhoused persons transported by the City of Central Point at any of its available shelters, campgrounds, or housing facilities at any given time. The appropriate shelter space shall be determined by Rogue Retreat given its availability, needs of the person being housed and other relevant criteria. The scope of the services is further described in Exhibit “A” incorporated herein by reference.
- 2. Point of Contact.** Rogue Retreat will designate a point of contact who shall be responsible for communications with the City’s police department for shelter needs, including but not limited to, assistance with training, education and homeless intake.
- 3. Term.** Unless extended or earlier terminated under this Agreement, the term of this Agreement is from \_\_\_\_\_, 2021 through \_\_\_\_\_ 2022. Thereafter,

Attachment: Reso Approving Rogue Retreat Agt (1453 : Resolution Approving Agreement with Rogue Retreat)

this Agreement will renew automatically for successive one-year terms unless one party notifies the other party at least 45-days prior to the end of the then effective Term of its intent not to renew.

**4. Payment.** City shall pay Rogue Retreat an annual fee of \$60,000.00 for provision of shelter beds and services each term. Payment shall be due on an annual basis, at the start of each Term.

**5. Additional Shelter Beds.** In the event the City should require more than 5 shelter bed spaces at any given time, Rogue Retreat agrees to use best efforts to accommodate City’s temporary need. In such event, Rogue Retreat shall invoice City for those additional costs as follows:

5.1. **1 bed:** \$ \_\_\_\_\_/per day (need to discuss flat rate? Vary with facility?)

**6. Reporting.**

Quarterly, Rogue Retreat will provide to the City a report summarizing client numbers and demographics for shelter services, the types of services provided to each person transported by City.

**7. Insurance.**

7.1. Rogue Retreat’s Insurance. During the Term, Rogue Retreat shall obtain and keep in force, policies of insurance as follows:

7.1.1. Workers’ Compensation Insurance for employees and covered volunteers in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Oregon.

7.1.2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence.

7.1.3. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and aggregate of not less than two (2) times the occurrence amount (\$2,000,000) for bodily injury, including death and property damage. Rogue Retreat shall name City as additional insured and shall provide evidence of such insurance coverage by way of an endorsement reflecting that insurance follows these requirements.

7.2. City’s Insurance. During the Term, City shall obtain and keep in force, policies of insurance as follows:

Attachment: Reso Approving Rogue Retreat Agt (1453 : Resolution Approving Agreement with Rogue Retreat)

7.2.1. Workers' Compensation Insurance for employees and covered volunteers in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Oregon.

7.2.2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence.

7.2.3. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and aggregate of not less than two (2) times the occurrence amount (\$2,000,000) for bodily injury, including death and property damage, unless a greater amount is specified in the contract.

7.3. Failure by either party to take or maintain any required insurance shall not relieve such party from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

**8. Indemnity**

8.1. By City. City shall indemnify, defend, and hold harmless Rogue Retreat and its managing agents and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including reasonable attorney fees), arising out of (a) any damage to any person or property occurring in, on or about the Shelter Premises as the result of the negligence or willful misconduct of City or its directors, officers, employees, contractors, agents, invitees, and volunteers (collectively, "City Parties"); and/or (b) City's or any City Party's breach or violation of any term of this Agreement. City's liability and obligations under this Section 7 and this Agreement are subject to the limitations and conditions of the Oregon Constitution, Article XI, Sections 7 and 10, and the Oregon Tort Claims Act, including specifically subject to and within the financial limits and conditions set forth at ORS 30.272 for local public bodies and at ORS 30.273 for public bodies.

8.2. By Rogue Retreat. Rogue Retreat shall indemnify, defend and hold harmless the City Parties from any claim, liability, damage or loss, or any cost or expense in connection therewith (including reasonable attorney fees) arising out of (a) any damage to any person or property occurring in, on or about the Shelter Premises as the result of the negligence or willful misconduct of Rogue Retreat or its directors, officers, members, managers, employees, contractors, agents, and invitees (collectively, "Rogue Retreat Parties"); and/or (b) Rogue Retreat's or any Rogue Retreat's breach or violation of any term of this Agreement.

Attachment: Reso Approving Rogue Retreat Agt (1453 : Resolution Approving Agreement with Rogue Retreat)

8.3. Survival. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

**9. Termination.**

8.1 In the event City revenue is inadequate to fully fund this Agreement, the City reserves the right to negotiate with Rogue Retreat for appropriate amendments to this Agreement, or to unilaterally terminate all or a portion of this Agreement but providing 30-days prior written notice to Rogue Retreat.

8.2 In the event federal or state law or regulation renders it illegal for a jurisdiction to house homeless individuals outside that jurisdiction’s boundaries, the City may unilaterally terminate this Agreement effective upon 10-days prior written notice.

8.3 In the event Rogue Retreat revenue is inadequate to fully fund its shelter facilities, Rogue Retreat reserves the right to negotiate with City for appropriate amendments to this Agreement, or to unilaterally terminate all or a portion of this Agreement, by providing 30-days prior written notice to City.

**9. Independent Contractor.** Rogue Retreat and the City agree that Rogue Retreat is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create a relationship of employer/employee, joint venture, or partnership between the parties hereto. Neither Rogue Retreat employees nor City employees shall be entitled to any benefits accorded to employees of the other party by virtue of the services provided pursuant to this Agreement.

**10. Notices.**

10.1 Notices. Any notice authorized or required to be provided under this Agreement shall be provided by email as set forth in the subsections to this Section 10 and shall be deemed effective as notice under this Agreement at the time sent if sent between the hours of 8am and 5pm, otherwise effective at 8am the following day.

10.1.1 Rogue Retreat. Notices to Rogue Retreat shall be delivered to the following addresses, as may be changed from time to time upon written notice to City:

Rogue Retreat  
Chad McComas  
711 East Main Street Suite #25  
Medford, Oregon 97504

10.1.2 City. Notices to City shall be delivered to the following addresses, as may be changed from time to time upon written notice to Rogue Retreat:

City of Central Point  
Chris Clayton



140 S. 3<sup>rd</sup> Street  
Central Point OR 97502

**11. Attorney Fees; Waiver of Jury Trial; Venue.**

11.1 If suit or action is instituted in connection with any controversy arising out of this Agreement, including any bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial and on all appeals or petition for review arising out of such suit or action. **DISPUTES BETWEEN THE PARTIES WHICH ARE TO BE LITIGATED SHALL BE TRIED BEFORE A JUDGE WITHOUT A JURY AND ROGUE RETREAT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHT TO REQUIRE THAT ANY DISPUTE UNDER THIS AGREEMENT BE HEARD BEFORE A JURY.**

11.2 Each and every claim, demand, action or other form of proceeding of any kind (including but not limited to any appeal, petition for review, or bankruptcy proceeding) instituted in connection with any controversy arising out of this Agreement (“Claim”) shall be brought and conducted within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively by bench trial within the United States District Court for the District of Oregon located in Medford, Oregon. In no event shall this Section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

**12. Compliance with Laws.** Rogue Retreat shall, in performing the services contemplated by this Agreement, faithfully observe, and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered un this Agreement.

**13. Governing Law.** This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the laws of the state of Oregon (without reference to the choice-of-law provisions of Oregon law); provided further, that respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, and as to those matters, the law of jurisdiction under which such entity derives its powers shall govern.

**14. Assignment.** Rogue Retreat shall not assign any of the services covered by this Agreement without the express written consent of City.

- 15. **Nonwaiver.** No delay by either Party in promptly enforcing any right or remedy set forth in this Agreement shall be deemed a waiver thereof, and that right or remedy may be asserted at any time after the delaying Party becomes entitled to the benefit of such right or remedy notwithstanding such delay.
- 16. **Time of the Essence; Holidays.** Time is of the essence of each and every provision hereof. The term “day” shall mean calendar day unless expressly specified to mean a business day in a given instance under this Agreement; for any deadlines established on a business-day schedule under this Agreement, if the final date of any period of time so set forth occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day which is not a Saturday, Sunday or legal holiday.
- 17. **Complete Agreement; No Implied Covenants.** This Agreement contains the entire agreement of the Rogue Retreat and City concerning the provision of shelter beds, and all prior written and oral agreements and representations between the Parties are void. Rogue Retreat and City agree that there are no implied covenants or other agreements between the Parties except as expressly set forth in this Agreement. Neither Rogue Retreat nor City is relying on any representations of the other Party except those expressly set forth herein.
- 18. **Counterparts.** This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement:

**ROGUE RETREAT**

By \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CITY OF CENTRAL POINT**

By \_\_\_\_\_  
 Chris Clayton, City Administrator  
 Date: \_\_\_\_\_

---

Res. No. \_\_\_\_\_; August 26, 2021 Page 8

Attachment: Reso Approving Rogue Retreat Agt (1453 : Resolution Approving Agreement with Rogue Retreat)

EXHIBIT A

Scope of Services

1. Programs. At the time of this Agreement, Rogue Retreat provides different programs for homeless persons that are detailed below with different priorities:

- A. Urban Campground. The Urban Campground is an entry-level tent and Pallet shelter safe haven of 48 sites for homeless coming directly from the streets and referred by the Medford City Police Department Livability Team. Guests receive meals donated by local restaurants and donors as well as wrap-around social services from community partners.
- B. Hope Village. Hope Village is a transitional supportive housing program for homeless men, women, and couples in a community setting of attractive, well designed and insulated tiny house duplex units and shared facilities. Shared facilities include a kitchen trailer, a restroom and shower trailer, laundry room, a community center, a park area, a dog park to care for their service animals, and a vegetable garden. The village is safe, sanitary, gated and supervised by on-site staff and an overnight camp host. Daily village chores and weekly house inspections teach them how to care for their living unit and become good future tenants and neighbors.
- C. Kelly Shelter. The Kelly Shelter is under the guidance and direction of the Kelly Shelter Steering Committee, made up of local churches, agencies, and concerned citizens. The daily operations are managed by the Shelter Manager under the supervision of the Rogue Retreat Program Director. Each shift is hosted by paid, trained employees.
- D. Restart Retreat. Restart Retreat is Rogue Retreat’s affordable housing second chance renters’ program for those who are homeless and need a fresh start. Participants in this program already have a consistent, reliable source of income and can afford to pay an affordable rent, but due to less than desirable credit/rental/criminal histories, they find it difficult finding a landlord in the community who are willing to take a risk and rent to them. Participants are responsible for paying the full rent and agreeing to the Rogue Retreat Participation Contract.
- E. Heart Village. Heart Village is a joint transitional housing partnership between Addictions Recovery Center, Inc. (ARC) and Rogue Retreat. Heart Village will be an actively collaborative partnership between ARC and Rogue Retreat based on the tried-and-true model of Rogue Retreat’s Hope Village and augmented by ARC’s assessment, treatment and recovery support services for people needing substance use or co-occurring mental health disorder treatment.

2. Homeless Shelter Operations.

A. Shelter Operations.

Attachment: Reso Approving Rogue Retreat Agt (1453 : Resolution Approving Agreement with Rogue Retreat)

- B. Case Manager.
- C. Hours.
- D. Beds. The total number of beds for clients will be \_\_\_\_\_.
- E. Meals.
- F. Other services.
- G. Rule of Conduct.
- H. Compliance. Rogue Retreat will operate the Shelter in compliance with applicable federal, state, and local rules, regulations, and permits.

Attachment: Reso Approving Rogue Retreat Agt (1453 : Resolution Approving Agreement with Rogue Retreat)



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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b> City Attorney
<b>FROM:</b>	Sydnee Dreyer, City Attorney	
<b>MEETING DATE:</b>	August 26, 2021	
<b>SUBJECT:</b>	Resolution No. _____, A Resolution Approving A Real Estate Purchase And Sale Agreement To Purchase .53 Acres Of Real Property Located At 3404 Chicory Lane For The Extension Of Haskell Street And Authorizing The City Manager To Negotiate Additional Terms	
<b>ACTION REQUIRED:</b>	Motion Resolution	<b>RECOMMENDATION:</b> Approval

#### **BACKGROUND INFORMATION:**

City staff has been in negotiations with the property owner of 3404 Chicory Lane to purchase a .53 acre portion of the property for the extension of Haskell Street for over a year. The City made an offer to purchase the property for the appraised value, which the property owner accepted, conditioned upon: 1) the City's adoption of a resolution of intent to condemn the property, which was adopted at the Council's meeting on August 12, 2021; 2) confirmation that the remainder parcels will be entitled to access along Haskell Street; and 3) adoption of a Real Estate Purchase and Sale Agreement.

#### **FINANCIAL ANALYSIS:**

#### **LEGAL ANALYSIS:**

The City has the power to purchase property under ORS Chapter 271 as well as under its powers of eminent domain (ORS Chapter 465). The foregoing agreement sets forth the terms of the purchase to enable the City to complete the Haskell Street extension.

The draft agreement has been mailed to legal counsel for seller, but as of the date of the agenda publication, the City has not received a response. As such, the resolution includes the authority of the City Manager to finalize negotiation of the terms of this agreement without having to come back to Council. Any such negotiations would not modify the purchase price, which has been verbally accepted by the seller.

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

---

**STAFF RECOMMENDATION:**

Approve the Resolution.

---

**RECOMMENDED MOTION:**

I move to approve Resolution No. \_\_\_\_\_ a Resolution approving a real estate purchase and sale agreement to purchase .53 acres of real property located at 3404 Chicory Lane for the extension of Haskell Street and authorizing the City Manager to negotiate additional terms.

---

**ATTACHMENTS:**

1. Resolution Approving Real Estate Purchase Agt - Quillen

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

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT TO PURCHASE .53 ACRES OF REAL PROPERTY LOCATED AT 3404 CHICORY LANE FOR THE EXTENSION OF HASKELL STREET AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE ADDITIONAL TERMS

## RECITALS:

- A. Oregon Revised Statue Chapter 271 authorizes the City of Central Point to enter into financial agreements for the purpose of acquiring real or personal property that the City Council deems necessary.
- B. The City of Central Point has been in negotiations with the owners of real property located at 3404 Chicory Lane (the "Property") for the purpose of completing the Haskell Street connection.
- C. The City had the Property appraised and has offered to purchase the property for the appraised value.
- D. The Property owners agreed to accept such offer subject to execution of a Real Estate Purchase and Sale Agreement.

The City of Central Point resolves:

**Section 1.** The attached Real Estate Purchase and Sale Agreement for the acquisition of .53 acres of real property located at 3404 Chicory Lane in Central Point, Jackson County (the "Agreement") is approved.

**Section 2.** The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to make the offer to purchase the Property upon the terms and conditions specified in the attached Agreement and to negotiate with the seller any additional terms related thereto without further action by the City Council.

**Section 3.** The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the attached Agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to purchase the subject property.

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

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

ATTEST:

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



Exhibit A to Resolution

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

EFFECTIVE

DATE: August \_\_\_\_, 2021

SELLER: Robert Calvin Quillen and  
Brenda Lon Quillen, as Trustees  
of the Robert Calvin Quillen and  
Brenda Quillen Living Trust dated  
March 26, 2021

BUYER: City of Central Point  
an Oregon Municipal Corporation  
140 S. Third Street  
Central Point Oregon 97502

**RECITALS**

- A. Seller is the owner of certain real property located in Jackson County Oregon (City of Central Point) located at 3404 Chicory Lane, Central Point.
- B. Buyer desires to purchase, and Seller desires to sell, a .53 acre portion of such property for the extension of Haskell Street (the "Property"). A more particular description of the Property is further described and depicted at **Exhibit A** hereto and incorporated herein by reference.

**AGREEMENT**

Now, therefore, for valuable consideration, the parties agree as follows:

- 1. Recitals.** The parties acknowledge and agree that the Recitals set forth above are incorporated herein and deemed a material part of this Agreement.
- 2. Purchase Price.** Seller agrees to sell and convey all of Seller's right, title and interest in the Property to Buyer and Buyer agrees to buy the Property from Seller for the sum of **One Hundred Sixty Thousand Dollars (\$160,000.00)** ("the Purchase Price"). The Purchase Price shall be paid in cash or other immediately available funds at Closing.
- 3. Threat of Condemnation.** The parties acknowledge that the sale of the Property to Buyer is under threat of condemnation, and if Seller did not sell the Property, the Property would ultimately have been considered for condemnation for public purposes.

Attachment: Resolution Approving Real Estate Purchase Agt - Quillen (1451 : Resolution Approving Real Estate Sale Agreement - 3404 Chicory

The parties also acknowledge that the purchase price is based upon the appraised value of the Property, as required under the laws of eminent domain.

**4. Title.** Seller warrants and represents that Seller is the fee simple owner of the Property and that Seller has the right and authority to convey the Property to Buyer free and clear of any other claims of title and subject only to encumbrances of record and such recurring assessments and liens for real property taxes, irrigation districts or other governmental or quasi-governmental entities. Seller shall convey title to the Property by Statutory Warranty Deed, properly executed and notarized conveying title to Buyer. Seller, at Buyer's sole expense, shall provide Buyer with a standard owner's title insurance policy in the amount of the Purchase Price from First American Title Insurance Company of Oregon, located at 1225 Crater Lake Ave, Suite 101, Medford, Oregon, 97504 ("the Escrow Agent"). Buyer shall have 10 business days from the date of Buyer's receipt of the Title Report in order to notify Seller in writing of any exceptions unacceptable to Buyer ("Objection Notice"). Seller shall notify Buyer of its intent to remove or not to remove the exceptions stated in the Objection Notice within 5 business days of Seller's receipt of the Objection Notice. Buyer shall have no obligation to close if the parties are unable to resolve title issues concerning the Property. Buyer's failure to issue Seller the Objection Notice within the time allowed will be deemed as Buyer's acceptance of the exceptions to title set forth in the Title Report.

**5. Insurance Cancellation.** Insurance policies for fire or casualty are not to be transferred and Seller will cancel its own policies after close of escrow.

**6. Apportionment of Taxes.**

**6.1** The term "Date of Apportionment" will refer to the date that the conveyance is made to Buyer is recorded.

**6.2** Escrow Agent will, on behalf of Buyer, send the County Assessor letters notifying said agency to cancel taxes on the acquired subject property by a public agency for the remaining portion of the fiscal year after the date of apportionment.

**6.3** Seller will be liable for any unpaid taxes, including any penalties or costs, levied for prior tax years constituting a lien at the date of apportionment. Either Seller will pay Escrow sufficient funds to cover any such lien, or Escrow will deduct the amount of such liens from proceeds of sale prior to remittance to Seller. Escrow will forward any such amount to the Count as part of the process of closing Escrow.

**7. Escrow Duties.**

**7.1** Escrow shall pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy paragraph 4 of this Agreement.

**7.2** Escrow shall disburse funds and deliver deeds when Buyer and Seller have fulfilled conditions of escrow.

**7.3** Close of Escrow shall occur upon recording of the Deed.

**8. Escrow Fees, Charges and Costs.** Buyer agrees to pay all fees, charges and costs which arise in Escrow, except those to place title in condition necessary to satisfy paragraph 4 of this Agreement.

**9. Leases.** Seller warrants there are no lease Agreements, written or oral, encumbering the Property. Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all losses and expenses occasioned by reason of any lease of said Property.

**10. Maintenance.** During escrow, Seller agrees to continue to maintain the Property in a condition equal to or better than the condition of the Property existing at the time of this Agreement.

**11. Additional Conditions.**

**11.1 Buyer's Contingencies.**

- **Council Approval.** Buyer secures a vote of approval by its City Council. If the City Council does not approve of this transaction, this Agreement shall terminate and be of no further effect.

**11.2 Seller's Contingencies.**

- **Access to Haskell Street.** Buyer acknowledges and agrees to allow future access to Seller's remainder parcels from the new Haskell Street extension, subject to any applicable land use application or permit.

**12. Possession.** Buyer will be entitled to possession immediately on Closing.

**13. Risk of Loss.** Risk of loss with respect to the Property shall remain with Seller until the closing. Possession of the Property and the risk of loss with respect to the Property shall pass to Buyer at closing.

**14. As. Is.** Buyer represents that Buyer has accepted and executed this Agreement on the basis of Buyer's own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in the condition, known or unknown, existing at the time of this Agreement, "AS IS."

**15. Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. A party shall not assign this agreement without the other party's prior written consent.

**16. Attorney Fees.** If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court or arbitrators, as the case may be, and, in the event of appeal, as set by the appellate courts.

**17. Notices.** All notices and communications in connection with this Agreement must be given in writing and will be transmitted by either: (1) certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above or (2) via email to the email address specified above provided that (a) the sender of any email does not receive any error or other message indicating that the email was undeliverable and (b) contemporaneously with any emailed notice also mails a copy of said notice via First Class Mail unless the recipient of the notice acknowledges receipt of the email. Any notice to Seller must also be provided to Seller's counsel, William A. Mansfield, Attorney at Law, P.O. Box 1721, Medford, OR 97501. Any notice to Buyer must also be provided to Buyer's counsel, Jarvis, Dreyer, Glatte & Larsen LLP (Attn: Sydnee Dreyer) 823 Alder Creek Drive, Medford, Oregon. Any notice so transmitted will be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

**18. Brokers/Professional Advisors.**

**18.1 Professional Fees.** Each party shall be responsible for the fees and costs associated with any professional advisors it chooses to engage on its behalf in this transaction, including but not limited to, attorneys, accountants, etc.

**18.2 Construction.** This Agreement was prepared by the law firm of Jarvis, Dreyer, Glatte & Larsen, LLP as attorneys for the Buyer. Jarvis, Dreyer, Glatte & Larsen has not been asked to give and has not given any tax advice with regard to this transaction. Seller received adequate time to review this Agreement with legal and other professional counsel of Seller's selection. Accordingly, terms of this Agreement will be construed according to their ordinary meaning and not in favor of or against any party.

**18.3 Broker.** Neither party has been represented by a real estate broker in this transaction. Each party agrees to indemnify and hold the other party harmless for any claim to any real estate or broker commission with regards to this transaction.

**19. Mutual Assurances.** Each party agrees to execute and deliver such other documents and to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

**20. Signing.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or email transmitted signatures by signing an original document.

**21. Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

**22. Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon.

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

**24. Acceptance.** This Agreement will be null and void unless accepted by Seller, by Seller's execution below, on or before August 31, 2021.

IN WITNESS WHEREOF, Seller and Buyer execute this Agreement effective as of the Effective Date.

Res. No. \_\_\_\_\_; August 26, 2021

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**SELLER:**  
CITY OF CENTRAL POINT

**BUYER:**  
ROBERT CALVIN QUILLEN AND  
BRENDA QUILLEN LIVING TRUST  
DATED MARCH 26, 2021

\_\_\_\_\_  
By: Christopher Clayton  
Its: City Manager

\_\_\_\_\_  
By: Robert Calvin Quillen, Trustee

\_\_\_\_\_  
By: Brenda Quillen, Trustee



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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Manager
<b>FROM:</b>	Chris Clayton, City Manager		
<b>MEETING DATE:</b>	August 26, 2021		
<b>SUBJECT:</b>	Central Point Little League Complex Project Update		
<b>ACTION REQUIRED:</b>	Information/Direction	<b>RECOMMENDATION:</b>	Not Applicable

#### **BACKGROUND INFORMATION:**

A private donor has approached the City of Central Point regarding the possible improvement/renovation of the Central Point Little League Complex located on Hanley Road.

In an effort to prepare for the possibility that the City and private donor will form a public-private partnership to improve the Central Point Little League Complex, city staff has been preparing preliminary information. As a result, tonight's packet/report contains the following attachments: conceptual design, project cost estimate, engineers estimate of cost, project design scope, and project design estimated fee/cost.

Staff intends to review each of these documents/attachments at the August 26<sup>th</sup> City Council meeting. Additionally, staff would like to brief the City Council on potential "next steps" before proceeding further.

#### **FINANCIAL ANALYSIS:**

The City of Central Point is considering appropriating 1.5 million dollars towards the total project cost. Private donors are considering matching the City's contribution, which would leave 500k-800k unfunded total before the project could be completed.

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Possible methods of “filling the gap” on the unfunded portion include private fundraising, additional city contributions, increased parks fees, and jurisdictional exchange (transportation) revenue.

Any City of Central Point contributions to this project would be a product of the American Rescue Plan Act.

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**LEGAL ANALYSIS:**

The Legal Challenges with this project involve negotiating a facility use agreement with Central Point Little League and transferring property ownership to the City of Central Point. These items would be addressed during the proposed “next steps,” which will be discussed during the August 26<sup>th</sup> City Council briefing/update.

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

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

STRATEGY 1 – Develop and maintain positive partnerships with public and private entities and the community to understand community needs, and leverage resources to develop and deliver opportunities for personal, professional, and/or vocational development. (Recreation Programs, Maker Space, Artisan Corridor, Volunteerism, Community Events, etc.) (Nurturing individuals skills and personal growth is an essential element to Central Point’s vitality. While this is an organic process that must be desired by individuals in the population, the City can make investments that consider and further the goal of providing an environment that is supportive of this objective).

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

GOAL 3 - Provide opportunities for youth education, recreation, and support. (Kids are

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the future. Happy, well-adjusted kids are the canary in the coal mine for true community/family wellbeing).

**STRATEGY 3** – Provide opportunities for social connection. Identify underrepresented groups and help them participate and feel connected. Increase engagement in physically active recreation, and enjoyment of parks and trails to foster active, healthy lifestyles. Reduce barriers for accessing programs, services, places, spaces, and information.

**STRATEGY 4** – Expand on existing recreation programming to reach a broader and more diverse audience. Research successful recreation programs to ensure that we are offering activities that will best meet the current and future needs of our citizens.

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**STAFF RECOMMENDATION:**

Staff is recommending the City Council review updated information and provide staff direction/input on the next steps.

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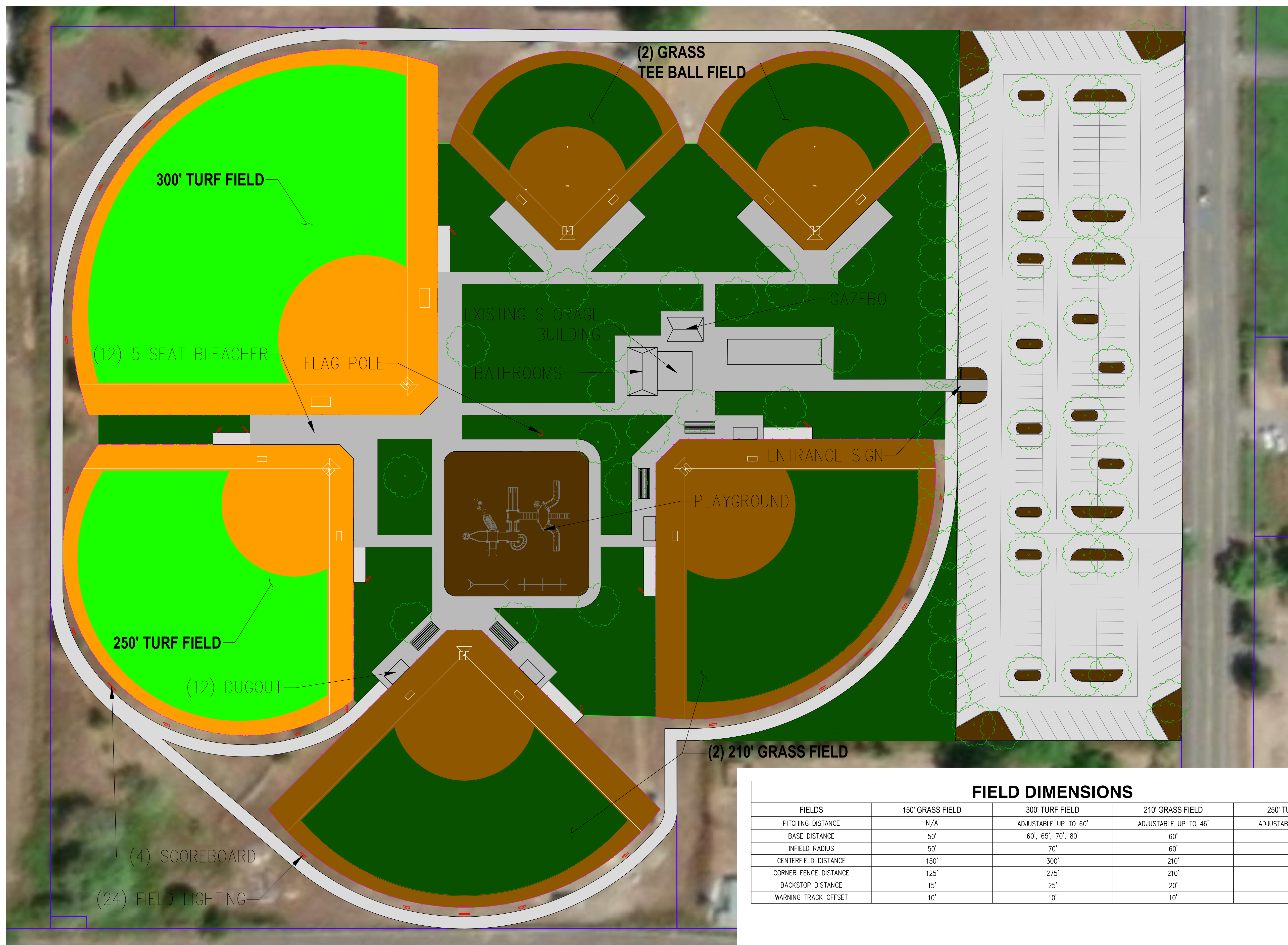
**RECOMMENDED MOTION:**

Not Applicable

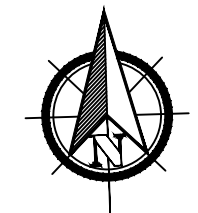
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**ATTACHMENTS:**

1. Central Point Little League Attachment-Information August 2021



**PLAN VIEW**  
1" = 60'



**FIELD DIMENSIONS**

FIELDS	150' GRASS FIELD	300' TURF FIELD	210' GRASS FIELD	250' TURF FIELD
PITCHING DISTANCE	N/A	ADJUSTABLE UP TO 60'	ADJUSTABLE UP TO 46'	ADJUSTABLE UP TO 46'
BASE DISTANCE	50'	60', 65', 70', 80'	60'	60'
INFIELD RADIUS	50'	70'	60'	70'
CENTERFIELD DISTANCE	150'	300'	210'	250'
CORNER FENCE DISTANCE	125'	275'	210'	200'
BACKSTOP DISTANCE	15'	25'	20'	20'
WARNING TRACK OFFSET	10'	10'	10'	10'

**CENTRAL POINT**  
**HANLEY ROAD LITTLE LEAGUE FIELDS**

**SITE LAYOUT**

NO.	DATE	DESCRIPTION	BY	REVIEW

SCALE: SHOWN  
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"  
DWG NO.: C01 SHEET NO.: 01 OF 01

RH2		ENGINEER'S OPINION OF PROBABLE COST					
		Hanley Road Little League Fields	AGENCY City of Central Point		ENGINEER'S OPINION OF PROBABLE COST		
KIND OF WORK Little League Field Complex			AREA 14.57 AC	DATE 5/21/21			
ITEM #	SPEC #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENDED TOTAL	COST
1		MOBILIZATION, DEMOBOLIZATION, SITE PREPARATION, AND CLEAN-UP (AT 7%)	LS	1	7%		\$310,000
2		TEMPOARY EROSION AND SEDIMENTATION CONTROL	LS	1		\$14,833	\$14,833
3		CONSTRUCTION SURVEY AND STAKING	LS	1	\$15,000.00	\$15,000	\$15,000
4		COMMON EXCAVATION AND EARTHWORK	LS	1		\$86,961	\$86,961
5		SITE WORK	LS	1		\$283,219	\$283,219
6		SURFACES AND BASES	LS	1		\$840,950	\$840,950
7		STRUCTURES & EQUIPMENT	LS	1			\$332,980
8		TEE BALL FIELD	LS	2			\$111,714
9		210' GRASS FIELD	LS	2			\$201,457
10		250' TURF FIELD	LS	1			\$482,315
11		300' TURF FIELD	LS	1			\$708,564
12		ELECTRICAL	LS	1		\$47,300	\$47,300
12		AUTOMATIC CONTROL	LS	1		\$24,750	\$24,750
13		AS-BUILT SURVEYING, CONSTRUCTION RECORDS, AND O&M MANUAL	LS	1	\$10,000.00	\$10,000	\$10,000
SUBTOTAL							\$3,471,000.00
CONTINGENCY (10%)							\$347,100.00
PROJECT TOTAL							\$3,819,000.00

Attachment: Central Point Little League Attachment-Information August 2021 (1450 : Central Point Little



**EXHIBIT B****Fee Estimate****Task Authorization No. 18****City of Central Point****Hanley Baseball Complex****General Services Contract for Professional Engineering and Permitting Services****Aug-21**

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification					
<b>Task 1 Project Administration Services</b>	<b>33</b>	<b>\$ 6,763</b>	<b>\$ -</b>	<b>\$ 254</b>	<b>\$ 7,017</b>
1.1 Monitor scope, budget, and schedule and provide invoices	23	\$ 4,503	\$ -	\$ 113	\$ 4,616
1.2 Coordinate with City and attend up to ten (10) meetings	10	\$ 2,260	\$ -	\$ 142	\$ 2,402
<b>Task 2 Topographic Survey</b>	<b>11</b>	<b>\$ 1,716</b>	<b>\$ 10,876</b>	<b>\$ 235</b>	<b>\$ 12,827</b>
2.1 Subcontract and coordinate topographic survey	11	\$ 1,716	\$ 10,876	\$ 235	\$ 12,827
<b>Task 3 Coordinate Project with Central Point Little League Requirements</b>	<b>100</b>	<b>\$ 15,856</b>	<b>\$ -</b>	<b>\$ 1,949</b>	<b>\$ 17,805</b>
3.1 Provide conceptual figures to the City for submittal to Central Point Little League	70	\$ 11,172	\$ -	\$ 1,310	\$ 12,482
3.2 Finalize conceptual figures to begin design and get concurrence with the City	30	\$ 4,684	\$ -	\$ 639	\$ 5,323
<b>Task 4 Landscaping</b>	<b>3</b>	<b>\$ 4,617</b>	<b>\$ 40,825</b>	<b>\$ 16</b>	<b>\$ 41,462</b>
4.1 Subcontract and coordinate landscaping	3	\$ 621	\$ 40,825	\$ 16	\$ 41,462
4.2 Incorporate landscaping design into plans and attend up to three (3) meetings		\$ 3,996			
<b>Task 5 30-Percent Design</b>	<b>310</b>	<b>\$ 49,822</b>	<b>\$ -</b>	<b>\$ 5,044</b>	<b>\$ 54,866</b>
5.1 Prepare 30-percent design	304	\$ 48,744	\$ -	\$ 4,959	\$ 53,703
5.2 Provide and present 30-percent design and attend one (1) design review meeting	6	\$ 1,078	\$ -	\$ 85	\$ 1,163
<b>Task 6 60-Percent Design</b>	<b>201</b>	<b>\$ 33,655</b>	<b>\$ -</b>	<b>\$ 2,464</b>	<b>\$ 36,119</b>
6.1 Prepare 60-percent design	198	\$ 33,116	\$ -	\$ 2,423	\$ 35,539
6.2 Provide and present 60-percent design and attend one (1) design review meeting	3	\$ 539	\$ -	\$ 41	\$ 580
<b>Task 7 90-Percent Design</b>	<b>103</b>	<b>\$ 16,756</b>	<b>\$ -</b>	<b>\$ 1,464</b>	<b>\$ 18,220</b>
7.1 Prepare 90-percent design	97	\$ 15,678	\$ -	\$ 1,382	\$ 17,060
7.2 Provide and present 90-percent design and attend one (1) design review meeting	6	\$ 1,078	\$ -	\$ 82	\$ 1,160
<b>Task 8 Bid-Ready Design</b>	<b>48</b>	<b>\$ 8,151</b>	<b>\$ -</b>	<b>\$ 506</b>	<b>\$ 8,657</b>
8.1 Prepare bid-ready design	48	\$ 8,151	\$ -	\$ 506	\$ 8,657
<b>Task 9 Services During Bidding</b>	<b>33</b>	<b>\$ 5,612</b>	<b>\$ -</b>	<b>\$ 443</b>	<b>\$ 6,055</b>
9.1 Respond to bidder questions	20	\$ 3,508	\$ -	\$ 225	\$ 3,733
9.2 Issue up to one (1) addendum	13	\$ 2,104	\$ -	\$ 218	\$ 2,322
<b>Task 10 Services During Construction</b>	<b>114</b>	<b>\$ 18,700</b>	<b>\$ -</b>	<b>\$ 1,868</b>	<b>\$ 20,568</b>
10.1 Perform periodic construction observations	35	\$ 5,579	\$ -	\$ 687	\$ 6,266
10.2 Review and respond to RFIs and change orders	28	\$ 4,760	\$ -	\$ 394	\$ 5,154
10.3 Review contractor submittals, shop drawings, and field testing	23	\$ 3,601	\$ -	\$ 475	\$ 4,076
10.4 Provide record drawings	28	\$ 4,760	\$ -	\$ 312	\$ 5,072
<b>Subtotal Task Authorization No. 18 Tasks</b>	<b>956</b>	<b>\$ 161,648</b>	<b>\$ 51,701</b>	<b>\$ 14,243</b>	<b>\$ 223,596</b>
<b>Contingency (10%)</b>	<b>-</b>	<b>\$ 7,877</b>	<b>\$ 5,170</b>	<b>\$ 1,424</b>	<b>\$ 22,360</b>
<b>PROJECT TOTAL</b>	<b>956</b>	<b>\$ 86,651</b>	<b>\$ 51,701</b>	<b>\$ 15,667</b>	<b>\$ 245,955</b>

Attachment: Central Point Little League Attachment-Information August 2021 (1450 : Central Point Little League Complex Project Update)

# EXHIBIT A

## Scope of Work

### City of Central Point

### Hanley Baseball Complex

RH2 Project No.  
August 2021

## Background

The City of Central Point (City) has identified the opportunity to enhance the facilities for youth in their community by upscaling the existing baseball/softball facilities located on Central Point Little League owned property located at 2935 Hanley Road, Central Point, Oregon.

The proposed project will encompass approximately 14.5 acres of improvements including updated playing fields, irrigation, fencing, landscaping, walking paths, playground, restrooms, lighting, parking and miscellaneous amenities at the facility. The project will include two artificial turf fields. One of the artificial turf fields will have 300-foot fences and the other field will have 250-foot fences. Each of the facilities will include all substructure and hardscapes necessary for the construction of the fields. Each of the fields will have complete designs for dugouts, fences, and lighting.

The project will also include the creation of dirt/grass fields for little league softball and baseball and tee ball. These facilities will include four separate fields including, drainage, irrigation, lighting, landscaping, fencing, dugouts, and scoreboards.

The additional amenities planned at the facility that will be designed will be restrooms, a storage building, limited concessions, food truck parking, playground and facility parking including storm water detention and treatment.

The project location is currently not served by the City water system. This project will include extending water service south down Hanley Road to supply City water to the site. The waterline extension will be approximately 1,500 LF of eight inch ductile iron pipe.

RH2 Engineering, Inc. (RH2) has been working with the City on the project planning and coordination. The City asked RH2 to prepare this Scope of Work and Fee Estimate to provide the design for the planned facility based on existing knowledge of the project and the site constraints.

## Project Understanding and Assumptions

The following outlines RH2's understanding of the City's responsibilities and the overall project goals. Assumptions made in preparing this Scope of Work also are identified, as appropriate.

The City will be responsible for the following:

- *Provide a project manager who is responsible for overall project management and will provide coordination between the RH2, Central Point Little League and the City.*
- *Provide RH2 with any available, relevant utility as-built plans, reports, and studies pertinent to the project.*

- Provide timely review and comment on all reports, drawings, and specifications submitted by RH2 to City for review and approval.
- Maintain records and process consultant invoices.
- Provide legal review of all construction contracts, bid forms, and real property.
- Provide notifications as necessary to the public and business community regarding the nature and timing of the work to be completed.
- Direct the consultant on amenities for the facility.
- Coordination with Jackson County on required permitting.
- City will prepare and submit all funding applications.

In preparing this Scope of Work, the following assumptions were made:

- RH2 will rely on the accuracy and completeness of any data, information, or materials generated or provided by the City or others in relation to this Scope of Work.
- Deliverables will be submitted in electronic format (PDF) unless otherwise noted.
- Environmental permitting will not be required.
- Submittals to the Central Point Little League will be coordinated by the City.
- Geologic review will only include storm water infiltration rates.
- Some of the project may be completed in phases as funding is available.
- RH2 will provide figures and project information for funding applications.

## Scope of Services

RH2 will perform the following tasks per the attached Fee Estimate. If needed, additional effort shall be mutually negotiated between the City and RH2.

### Task 1 – Project Administration Services

**Objective:** Provide coordination of the project team, including communication with City staff, progress reporting, monthly billing, and updates to project scope, schedule, and budget.

#### Approach:

- 1.1 Monitor RH2's scope, budget, and schedule of the project. Provide updates and monthly invoices to the City.
- 1.2 Coordinate with the City to facilitate the project and attend up to ten (10) project meetings.

#### Assumptions:

- It is assumed Task 1 will be necessary for the duration of the project.

#### RH2 Deliverables:

- Monthly invoices and schedule updates.
- Attendance at ten (10) project meetings.

- Agenda and minutes for project meetings.

## Task 2 – Topographic Survey

2.1 Subcontract and Coordinate Topographic Survey: Pariani Land Surveying (PLS) will perform topographic and boundary survey of Central Point Little League owned property located at 2935 Hanley Road, Central Point, Oregon and Hanley Road, for waterline design from the site north to Beall Lane. PLS will perform a boundary survey, including right-of-way and property line location where required and monumentation identification as necessary for construction.

### Assumptions:

- *RH2 will subcontract with PLS to perform the topographic and boundary survey.*
- *RH2 will rely upon the accuracy and completeness of any information, data, and materials generated or produced by the City or others in relation to this Scope of Work.*

### Provided by the City:

- Available base mapping and geotechnical information, as needed for design.

### RH2 Deliverables:

- One (1) electronic PDF and one (1) hard copy set of 11-inch by 17-inch survey base maps and record drawings.

## Task 3 – Coordinate City Project with Central Point Little League Requirements

**Objective:** Review City-designed improvements to conform with Central Point Little League requirements.

### Approach:

- 3.1 Provide conceptual figures to the City for submittal to Central Point Little League.
- 3.2 Finalize conceptual figures to begin design and get concurrence with the City and Central Point Little League.

### Assumptions:

- *City will handle direct coordination with Central Point Little League.*
- *Project coordination meetings with the City for the work of Task 3 are included in the up to ten (10) meetings designated in Task 1.2.*

### RH2 Deliverables:

- Draft and final conceptual figures of the planned facility improvements in electronic PDF format.

## Task 4 – Landscaping

**Objective:** Subcontract and coordinate landscaping work.

**Approach:**

- 4.1 Subcontract and Coordinate Landscaping Work: Terrain Landscape Architecture (Terrain) will provide landscaping services for the Hanley Baseball Complex. Terrain will provide planting plans, irrigation plans, hardscape consultation, central courtyard design, and playground design.
- 4.2 Incorporate Landscaping Design into Hanley Baseball Complex Design: Coordinate with Terrain to incorporate the landscaping design into the plans for the Hanley Baseball Complex. Attend up to three (3) meetings with Terrain.

**Assumptions:**

- Coordination with Terrain will overlap with the design tasks (Tasks 5, 6, 7 and 8).

**Provided by the City:**

- Available information, as needed for design.

**RH2 Deliverables:**

- Plans provided by Terrain will be compiled into the final design.
- Coordination with Terrain including attendance at up to three (3) meetings.

**Task 5 – 30-Percent Design**

**Objective:** Prepare preliminary plans for the proposed 8-inch waterline extension down Hanley Road and the Hanley Baseball Complex.

**Approach:**

- 5.1 Prepare 30-percent design plans with horizontal and vertical alignment detail of the waterline and plans of the Hanley Baseball Complex.
- 5.2 Provide and present 30-percent design, including preliminary plan/profile sheets, for City review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes. *The City will provide comments as written summary or as redline markups on the plans.*

**Assumptions:**

- *City will be responsible for any permit application fees and will submit the final applications to the necessary agencies.*

**RH2 Deliverables:**

- 30-percent waterline plan and profile sheets and Hanley Baseball Complex plans.
- Attendance at one (1) 30-percent design review meeting. Meeting agenda and minutes as required in electronic PDF format.



## Task 6 – 60-Percent Design

**Objective:** Prepare 60-percent design plans and a preliminary engineer’s estimate for the proposed 8-inch waterline extension down Hanley Road and the Hanley Baseball Complex.

### Approach:

- 6.1 Prepare 60-percent design plans with horizontal and vertical alignment detail of the waterline and design plans of the Hanley Baseball Complex including grading plans. Develop a preliminary estimate of probable construction cost for the preliminary design review submittal.
- 6.2 Provide and present 60-percent design, including 8-inch waterline plan/profile sheets, preliminary connection details, Hanley Baseball Complex design plan sheets and grading plans, and preliminary estimate of probable construction cost for City review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes. *The City will provide comments as written summary or as redline markups on the plans.*

### Assumptions:

- *City will be responsible for any permit application fees and will submit the final applications to the necessary agencies.*

### RH2 Deliverables:

- 60-percent waterline plan and profile sheets in electronic format.
- 60-percent Hanley Baseball Complex plan sheets including grading plan in electronic format.
- Preliminary opinion of engineer’s probable construction cost in electronic format.
- Attendance at one (1) 60-percent design review meeting. Meeting agenda and minutes as required in electronic PDF format.

## Task 7 – 90-Percent Design

**Objective:** Prepare 90-percent design plans, preliminary engineer’s estimate, and specifications for the proposed 8-inch waterline extension down Hanley Road and the Hanley Baseball Complex.

### Approach:

- 7.1 Prepare 90-percent design plans with horizontal and vertical alignment detail of the waterline and design plans of the Hanley Baseball Complex including grading plans. Develop a preliminary estimate of probable construction cost and specifications for the 90-percent design review submittal.
- 7.2 Provide and present 90-percent design, including 8-inch waterline plan/profile sheets, connection details, Hanley Baseball Complex design plan sheets and grading plans, an estimate of probable construction cost, and specifications for City review and comment. Attend one (1) review meeting with City staff and prepare meeting agenda and minutes. *The City will provide comments as written summary or as redline markups on the plans.*

**Assumptions:**

- *City will be responsible for any permit application fees and will submit the final applications to the necessary agencies.*

**RH2 Deliverables:**

- 90-percent waterline plan and profile sheets, Hanley Baseball Complex plan sheets including grading plan, engineer's opinion of probable construction cost, and specifications in electronic format.
- Attendance at one (1) 90-percent design review meeting. Meeting agenda and minutes as required in electronic PDF format.

**Task 8 – Bid-Ready Design**

**Objective:** Develop bid-ready plan sheets, technical specifications, and engineer's estimate of probable construction cost for the proposed 8-inch waterline extension and Hanley Baseball Complex.

**Approach:**

- 8.1 Prepare bid-ready plans, specifications, and engineer's estimate of probable construction cost incorporating internal QA/QC and City's 90-percent review comments, for bidding and construction. Provide one (1) set of construction contract documents in hard copy with plans in 11-inch by 17-inch format for use in reproduction of bidding documents.

**RH2 Deliverables:**

- Bid-ready construction contract bid-ready documents, including technical specifications, plans, and engineer's estimate of probable construction cost in electronic format (PDF, Word, Excel, and AutoCAD).
- One (1) hard copy set of construction contract bid-ready documents for reproduction in 8½-inch by 11-inch and 11-inch by 17-inch format.

**Task 9 – Services During Bidding**

**Objective:** Provide engineering services during the bidding phase of the project to assist the City with answering questions from contractors bidding on the project.

**Approach:**

- 9.1 Respond to bidder questions received through the City as requested.
- 9.2 Issue addendum to clarify, revise, or change construction plans or technical specifications during the bidding process. Prepare addendum determined necessary by the City during the bidding process and provide to the City for distribution to the bidders. *It is assumed that up to one (1) addendum may be needed.*

**Assumptions:**

- *The City will be the main point of contact during bidding and will be responsible for advertising the project for bids.*
- *The City will produce and distribute the bidding documents. The City will pay for any advertising fees directly.*
- *The City will coordinate with bidders.*

**RH2 Deliverables:**

- One (1) addendum, as needed.

**Task 10 – Services During Construction**

**Objective:** Provide construction contract administration services during project construction to support the City. *As the engineer of record, RH2 will provide periodic observation of construction, as requested by the City, to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.*

**Approach:**

- 10.1 Perform periodic construction observations, as requested by the City. *The Fee Estimate includes thirty-five (35) hours for this subtask. If more time is needed, an amendment to this Scope of Work and Fee Estimate will be mutually negotiated between RH2 and the City.*
- 10.2 Review written requests for information (RFIs) and change order proposals and provide written responses to the City.
- 10.3 Review contractor submittals, shop drawings, and field testing per the project documents. Coordinate with the City regarding substitute and “or-equal” items proposed for use by the contractor.
- 10.4 Provide record drawings representative of the as-constructed project. *Record drawings will be completed based upon contractor and inspector red-lined markups to as-bid drawings. Record drawings will be completed per City standards.*

**Assumptions:**

- *The contractor will be responsible for providing construction surveying and staking for field control and as-built surveying for use in preparing record drawings.*
- *The City will coordinate directly with the contractor for waterline testing, system shutdowns, and connections.*
- *The City will perform day-to-day inspections and provide measurement quantities.*
- *RH2 is not responsible for site safety, or for determining means and methods or directing the contractor in their work.*

**RH2 Deliverables:**

- Construction observation and correspondence with the City and contractor, as needed, within the budgeted hours authorized.
- RFI responses, and change order reviews and documentation, if required.
- Record drawings in PDF and AutoCAD DWG format, including external references, prepared in accordance with City standards.

## Project Schedule

RH2 will commence with the design work upon written authorization from the City and will continue until completion of construction and record drawings. It is anticipated that the project will be completed by September 2022.

## Fee for Services

Refer to the attached **Exhibit B – Fee Estimate** for a breakdown of costs associated with each task and **Exhibit C – Schedule of Rates and Charges**.



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Manager
<b>FROM:</b>	Chris Clayton, City Manager		
<b>MEETING DATE:</b>	August 26, 2021		
<b>SUBJECT:</b>	Bear Creek Property Exchange Update		
<b>ACTION REQUIRED:</b>	Information/Direction	<b>RECOMMENDATION:</b>	Not Applicable

#### BACKGROUND INFORMATION:

The City of Central Point is currently negotiating with the City of Medford and Jackson County to take ownership of all land within our Bear Creek Greenway jurisdictional boundary. This process is proceeding forward, and I have asked Dan O'Connor (legal counsel on this transaction) to provide a written update.

#### FINANCIAL ANALYSIS:

Not Applicable

#### LEGAL ANALYSIS:

A memorandum from legal counsel is attached.

#### COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

#### STAFF RECOMMENDATION:

Not Applicable

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**RECOMMENDED MOTION:**

Not Applicable

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**ATTACHMENTS:**

1. Council Memorandum - Bear Creek Greenway Exchange Update
2. Property Exchange Map - Bear Creek Greenway



## O'CONNOR LAW | LLC

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### MEMORANDUM

**TO:** Central Point City Council

**FROM:** Dan O'Connor

**RE:** Jackson County/Central Point/Medford Greenway Exchange

**DATE:** August 20, 2021

Honorable Council Members:

The purpose of this Memorandum is to provide an update on the proposed property exchange between the above-stated jurisdictions.

**1. Medford Transaction.** I have been actively negotiating with the City of Medford (“Medford”) and should be entering into an agreement with Medford within the next few weeks. As negotiated, the City will acquire all of Tax Lot 600 (37-2W-12B), which is approximately 13.91 acres in size and is bisected by Bear Creek. Medford will reserve an easement for future storm water detention facilities on the Medford side of Bear Creek. Medford provided suggested easement language early this week to be incorporated into the agreement. It should be noted that the proposed easement language is reasonable and acceptable for this transaction. In summary, the Medford transaction is proceeding smoothly.

**2. Jackson County Transaction.** The Jackson County transaction is proceeding but has become more complicated. Jackson County requested time upon receipt of the draft agreement to research potential Land & Water Conservation Fund implications from the proposed property transfers. I received a redline of the proposed agreement from Jackson County on Monday, August 16<sup>th</sup>, in which the scope of the agreement was increased to include additional properties not previously discussed with the City and the removal of certain material components suggested by myself and Sydnee Dreyer. Based on the foregoing, this transaction will require future negotiations between the City Manager and the County Administrator if the transfer is going to proceed.

Dated this 19<sup>th</sup> day of August 2021.



O'CONNOR LAW, LLC

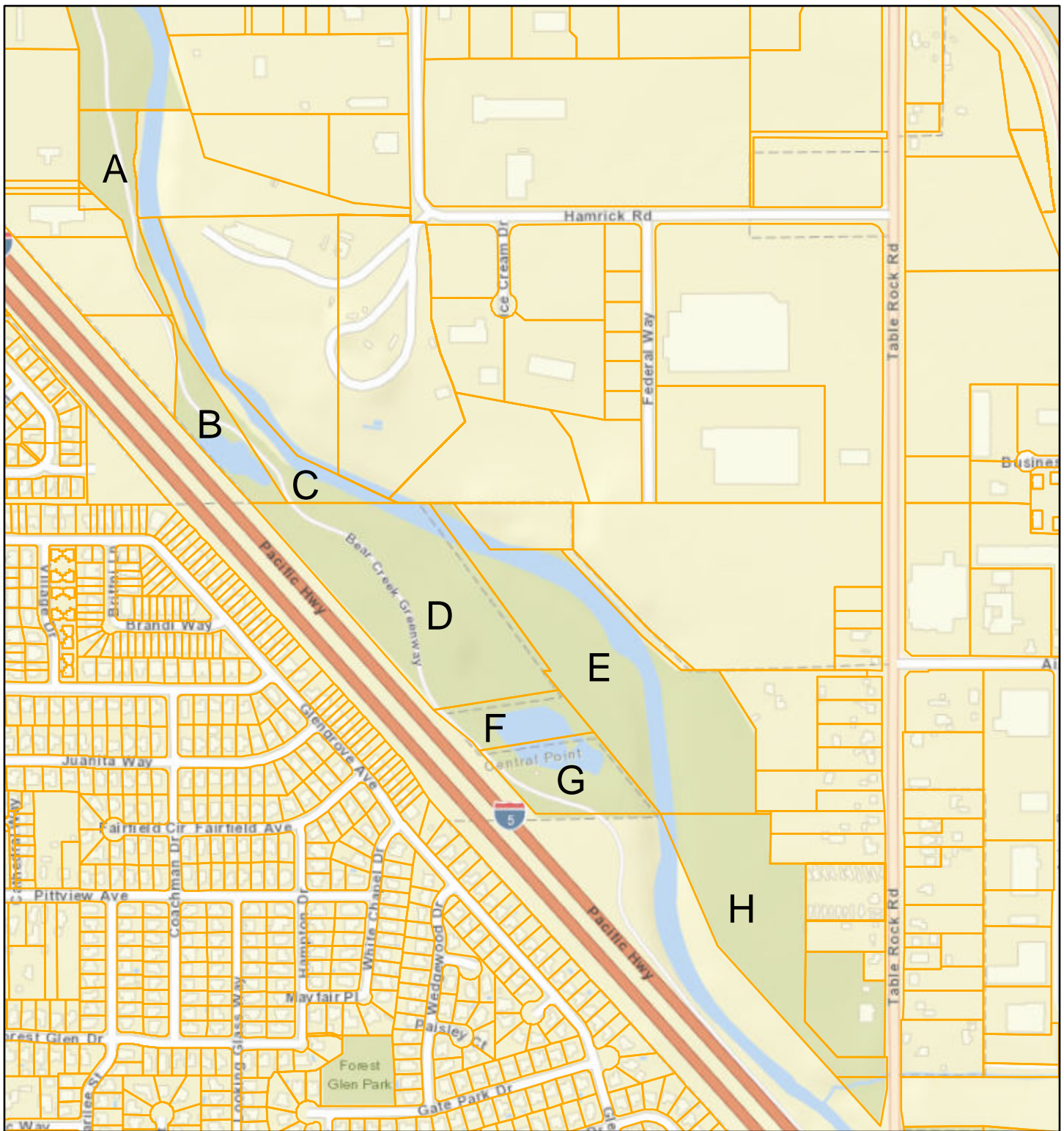


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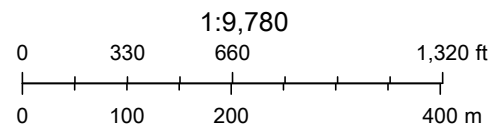
DANIEL B. O'CONNOR, OSB No. 950444

Attachment: Council Memorandum - Bear Creek Greenway Exchange Update (1455 : Bear Creek Property Exchange Update)

# Bear Creek Greenway Property Exchange Map



- Tract A: 37-2W-02D Tax Lot 2001 (Jackson County)  
 Tract B: 37-2W-11A Tax Lot 102 (Jackson County)  
 Tract C: 37-2W-11A Tax Lot 28100 (Jackson County)  
 Tract D: 37-2W-12B Tax Lot 502 (Jackson County)  
 Tract E: 37-2W-12B Tax Lot 600 (Medford)  
 Tract F: 37-2W-12B Tax Lot 501 (Medford)  
 Tract G: 37-2W-12B Tax Lot 505 (Jackson County)  
 Tract H: 37-2W-12C Tax Lot 301 (Jackson County)





## 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:** August 26, 2021

**SUBJECT:** Bear Creek Greenway Fire Area Master Plan Discussion

**ACTION REQUIRED:** Information/Direction **RECOMMENDATION:** None Forwarded

#### BACKGROUND INFORMATION:

Following the September 2020 wildfire, Central Point Parks and Recreation Department, working with Covey-Pardee Landscape Architects, developed a conceptual plan for the burned area. This plan, if implemented, would create recreational opportunities along with managed natural areas along the Bear Creek Greenway with the goal of creating an area that is not only wildfire resistant but also safe for public use. An ad-hoc committee of staff and council representatives met several times to formulate plans, the result being the presented plans.

A meeting was held to discuss the conceptual plan and provide for public input will held before the Central Point Park and Recreation Commission on August 19<sup>th</sup>. The results of the open house will be presented at the Council meeting.

**FINANCIAL ANALYSIS: N/A**

**LEGAL ANALYSIS: N/A**

#### COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

##### Recreation

Goal 3- Provide high-quality age-appropriate recreation programs/facilities that benefit all residents of our community.

**STAFF RECOMMENDATION: No recommendation, discussion only.**

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**RECOMMENDED MOTION:** No recommendation, discussion only.

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**ATTACHMENTS:**

1. Bear Creek Greenway

# Central Point – Bear Creek Greenway Conceptual Plan

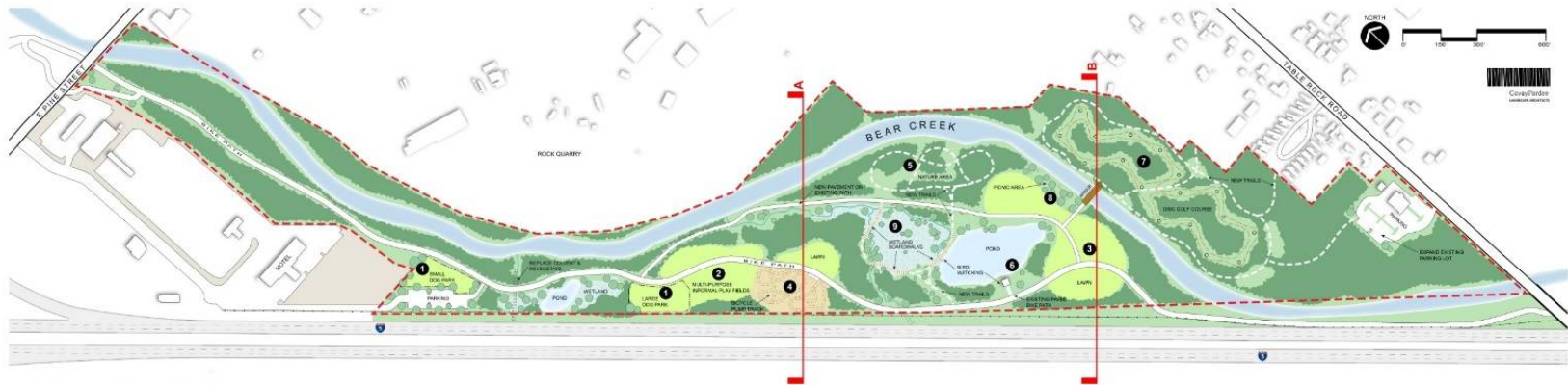
# Central Point-Bear Creek Greenway Wildfire

September 9, 2020



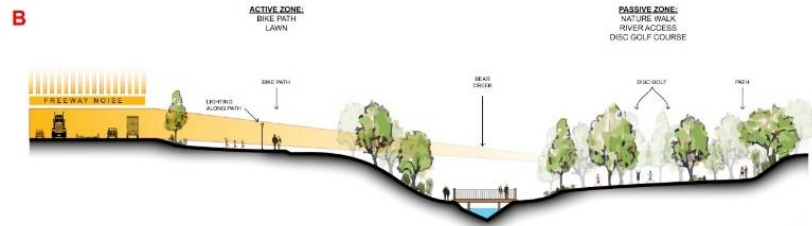
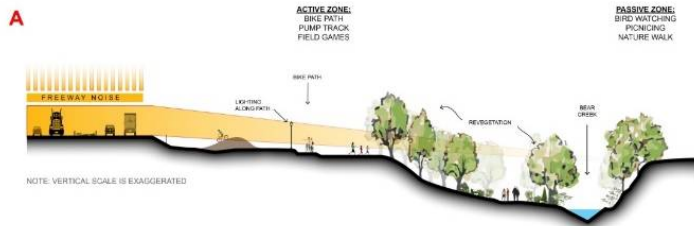
Attachment: Bear Creek Greenway (1452 : Bear Creek Greenway Master Plan discussion)





### Bear Creek Greenway

Central Point, OR



## Bear Creek Greenway – Conceptual Plan 2021





# Next Steps

- Funding
- Property Transfer
- Park District
- Master Plan Development
- Project Schedule