



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, October 14, 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(1685) Ord (2083)

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 September 23, 2021 City Council Minutes

B. IT Staff Report Elimination of Technology Surplus Items

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. ORDINANCES, AND RESOLUTIONS

A. Resolution No. _____, Accepting the Lowest Responsible Bid from Knife River Materials Inc. for the Highway 99 Streetscape Project and Authorizing the City Manager to Execute a Contract (Samitore)

B. Resolution No. _____, a Resolution approving property exchange agreement – Bear Creek Greenway – with Jackson County. (Dreyer)

C. Resolution No. _____, a Resolution approving property exchange agreement – Bear Creek Greenway – with the City of Medford and authorizing the City Manager to execute same. (Dreyer)

D. Resolution No. _____, a Resolution approving an assignment of water rights between City, Wild River Orchards, Inc. and Del Rio Vineyards, LLC and authorizing the City Manager to execute same. (Dreyer)

VIII. BUSINESS

A. Planning Commission Report (Holtey)

B. Annual Storm Water Quality Report (Samitore)

IX. MAYOR'S REPORT

X. CITY MANAGER'S REPORT

XI. COUNCIL REPORTS

XII. DEPARTMENT REPORTS

XIII. EXECUTIVE SESSION

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

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.

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, September 23, 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	Excused	
Taneeea Browning	Ward IV	Remote	
Rob Hernandez	At Large	Present	
Michael Parsons	At Large	Present	

Staff members present: City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Captain Dave Croft; Parks and Public Works Director Matt Samitore; Planning Director Stephanie Holtey; Building Official Derek Zwaggerman, Accounting Business Services Coordinator Rachel Neuenschwander, and City Recorder Deanna Casey.

IV. SPECIAL PRESENTATIONS

1. SOREDI Update

SOREDI Executive Director Colleen Padilla updated the Council on what they have been doing for the last year. She updated them on projects and grants they have awarded throughout the valley. 21 businesses in Central Point received grants for a total of \$192,654. They have invested in technology so staff could continue to work from home during the pandemic.

V. PUBLIC COMMENTS- NONE

VI. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Parsons, At Large
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Browning, Hernandez, Parsons
EXCUSED:	Melody Thueson

A. Approval of September 9, 2021 City Council Minutes

VII. ORDINANCES, AND RESOLUTIONS

A. Ordinance No. _____, An Ordinance Amending Sections 15.04.010 Standards Applicable to Building of the Central Point Municipal Code to Comply with Updates and References to New State Code

Building Official Derek Zwaggerman stated that this is the second reading of an ordinance updating the references in Central Point Municipal Code section 15.04.010 in regards to Oregon Building Codes. As discussed at the first reading there are no significant changes that will effect contractors.

Kelley Johnson moved to approve Ordinance No. 2082, An Ordinance Amending Sections 15.04.010 Standards Applicable to Building of the Central Point Municipal Code to Comply with Updates and References to New State Code.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kelley Johnson, Ward II
SECONDER:	Tanea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Browning, Hernandez, Parsons
EXCUSED:	Melody Thueson

B. Resolution No. _____, A Resolution of Intent to Participate in the Great Oregon Shakeout

Safety & Risk Manager Heather Ashwill explained that this resolution allows city employees to participate in the Great Oregon Shakeout scheduled for October 21, 2021 at 10:21 a.m. Staff has been actively working on improving our emergency preparedness through education, activities, and drills. Earthquakes are just one of the many natural hazards that can occur in our region. Major earthquakes may happen anywhere we live, work, or travel. The ShakeOut is our chance to bring awareness to earthquake preparedness as well as to practice how to protect ourselves in the event of an earthquake.

Michael Parsons moved to approve Resolution No. 1684, a Resolution of Intent to participate in the Great Oregon Shakeout on October 21, 2021.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Parsons, At Large
SECONDER:	Rob Hernandez, At Large
AYES:	Williams, Olsen, Johnson, Browning, Hernandez, Parsons
EXCUSED:	Melody Thueson

VIII. BUSINESS

A. Hamrick Pine Interesection Budget Update

Parks and Public Works Director Matt Samitore reported that the City previously budgeted for the Hamrick/Pine and the Beebe/Hamrick intersections out of the Development Commission Street 2021 and 2023 Fiscal Year Budgets. The final engineering has been completed for the new intersection at Hamrick and Pine; however, the current construction numbers are significantly higher than anticipated. Staff recommends delaying the project for one calendar year to explore other funding sources and watch the market for the best time to bid out the project. There could be Grants available to help fund the process.

Minutes Acceptance: Minutes of Sep 23, 2021 7:00 PM (CONSENT AGENDA)

The project is currently projected to be \$350,000 over budget. We are exploring grant options in the realm of \$200,000 - \$500,000 to help augment the project. He will keep the council updated on options as they become available. This is a problem we are seeing county wide. We are hoping the traffic infrastructure bill will provide fund options if it is approved.

RESULT: FOR DISCUSSION ONLY

IX. MAYOR'S REPORT

Mayor Hank Williams reported that:

- He attended the TRADCO meeting. They are a travel advocacy group that is starting to meet again.
- He attended the Fair Board meeting this evening. They have rescheduled the Rodeo to May of 2022.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported:

- The Jackson County Administrator shared property tax numbers with him this week. The preliminary numbers show a 4.83% increase.
- That he has been working on the noticing for the Old Military Road property. The Recreation Department will work on some social media posts.
- That Made in Southern Oregon is this weekend.
- That there is a Joint Community Center Project kick off meeting scheduled for next week.
- That him and Mrs. Holtey had a meeting with the potential new owner of the Cowley building.
- That the Quillen property is in escrow.
- That today a group of Council members and himself toured the Senior Center.
- He will be out of the office tomorrow.
- That we are having troubles with the skate park again. They are trying to repair the fence and every night there is damage done to the new fence posts.

XI. COUNCIL REPORTS

Council Member Kelley Johnson reported that she attended the Study Session on Monday and an RVCOG meeting yesterday.

Council Member Tanea Browning reported that:

- She and Mr. Samitore attended the Greenway Restoration/Planning Project Kickoff meeting, there was a great turn out from all jurisdictions.

- She attended a Medford Water meeting.
- She attended LOC meetings in preparation for annual board meeting, board of directors recruitment, recordings for the virtual Annual Business meeting, and interviews for firms to conduct the LOC 2022 strategic planning exercise, LOC Women's Caucus and Finance Committee meetings.
- She attended the tour of the Senior Center.
- She plans to attend the Made in Southern Oregon this weekend.
- She is looking forward to starting the outdoor after school club Oct 4th at Skyrman Park, it is open to 11 year olds and older. There will be transportation from Scenic Middle School and is designed to build land stewardship. The program is funded by an Oregon Community Foundation Grant and will include art in nature setting.

Council Member Neil Olsen had no report.

Council Member Rob Hernandez reported that he attended the Study Session on water rights.

Council Member Mike Parsons reported that he attended the RVSS Board meeting, they are gearing up for salmon watch program and working with Jackson County to work on the semi- annual Bear Creek stewardship clean-up day.

County Commissioner Dave Dotterer reported that:

- The tax report is good news for all the cities in the valley.
- SOREDI really stepped up during the Alameda fire issues for businesses.
- The Emergency Management Coordinator has been working hard for the County conducting fire alerts; we will be working with Josephine County on a joint wild fire coordinator.
- They know they need to be working closer with local jurisdictions to know what to do together in case of a disaster.
- The county has set aside funds to help with issues along the Greenway. They will be working with SOREDI.

XII. DEPARTMENT REPORTS

Planning Director Stephanie Holtey reported that:

- We received an inquiry from a discount grocery business yesterday about installing a secondary access from the Table Rock Crossing Subdivision onto Table Rock Road. This party has been in contract to lease a lot in the Table Rock Crossing Subdivision. She was told that the deal was dependent on improved access. After researching the inquiry, it was determined that an additional access onto Table Rock Road cannot be supported due to access spacing requirements and the high volume and close proximity to the intersection of Table Rock and Biddle Road.

- We are pleased to be partnering with Mark Knox at KDA Homes to provide a Cottage Housing Tour on October 18th for City Council, Planning Commission and Citizen's Advisory Committee members. The tour will include two cottage housing developments are located in Ashland: one using conventional zoning standards and the other after cottage housing standards were enacted. The objective of the tour is to provide real world examples of cottage cluster housing in the Rogue Valley and to explore the implications of different regulatory approaches. We will have the opportunity to hear from developers, planners and contractors about what works well and possible pitfalls to avoid as we start amending our standards.
- They have set up pre-application conferences for:
 - HAJC - Scenic Heights Phase 2 to construct a 44-unit affordable housing development at the intersection of Scenic Avenue and Rock Way.
 - Walmart Site re-zone, land division and site development to construct 96-units of affordable multifamily housing.
- They have received one new site plan and architectural review for a Human Bean Coffee Kiosk and site improvement east of the recently completed Les Schwab facility on Biddle Road.

Captain Dave Croft reported that:

- Officers have been busy with an increase in disorderly conduct reports. Our officers are using their great communication resources to work with citizens.
- The annual softball tournament will be held October 15 - 17th. This is a fun event for Police and Fire.
- They have filled the last Community Service Officer position and we should be fully staffed when he comes on board.

Parks and Planning Director Matt Samitore reported:

- That the Made in Southern Oregon event is this weekend, they have filled all the booths and it should be a great event.
- That the bid came in on budget for the Makerspace sidewalk project.

XIII. EXECUTIVE SESSION ORS 192.660 (2)(h) Legal Counsel - Cancelled

City Manager Chris Clayton stated that the Executive Session is not necessary tonight.

XIV. ADJOURNMENT

Michael Parsons moved to adjourn the meeting. Rob Hernandez seconded. All said Aye and the meeting was adjourned at 8:21 p.m.

The foregoing minutes of the September 23, 2021, Council meeting were approved by the City Council at its meeting of _____, 2021.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Qty	Manuf.	Product	Description	Status
50	Lenovo	Computer	Desktop Computer	Obsolete
15	Dell	Computer	Desktop Computer	Obsolete
1	Intertel	Server	Phone system server	Obsolete
2	HP	Switch	2810-48G Procurve network switch	Obsolete
1	HP	Switch	2810-24G Procurve network switch	Obsolete
5	HP	Printer	X451dn Desktop Printer	Replaced due to operational costs
1	HP	Printer	X476dn MFP Desktop Printer	Replaced due to operational costs
3	HP	Printer	P3015 Desktop Printer	Replaced due to operational costs
1	HP	Printer	5000N Desktop Printer	Replaced due to operational costs
1	HP	Printer	P1606dn Desktop Printer	Replaced due to operational costs
1	HP	Printer	477dn Desktop Printer	Replaced due to operational costs
1	HP	Printer	M477fnw Desktop Printer	Replaced due to operational costs
1	HP	Printer	M475dn Desktop Printer	Replaced due to operational costs
1	HP	Printer	M608 Desktop Printer	Replaced due to operational costs
1	HP	Fax	Intelligax 2820 fax machine	Obsolete
1	Viewsonic	Monitor	24" LCD monitor	Broken
3	Planar	Monitor	27" LCD monitor	Broken
20	Dell	Monitor	19" LCD monitor	Broken
1	Topaz	UPS	Battery UPS	Broken
1	Ultra	UPS	Battery UPS	Broken
4	Havis	Docking Station	MDC docking station	Obsolete
4	Microsoft	Docking Station	Tablet docking station	Obsolete
1	Fujitsu	Scanner	5120C Desktop scanner	Broken
17	Apple	iPad	1st & 2nd generation iPads	Obsolete
4	Getac	Tablet	MDC computer	Obsolete
3	Panasonic	Tablet	FZ-G1 MDC computer	Obsolete
5	Microsoft	Tablet	Surface computer tablet	Broken
3	Panasonic	Laptop	CF-19 MDC computer	Obsolete
6	Panasonic	Laptop	CF-31 MDC computer	Obsolete
27	Dell	Laptop	D830 Laptop computer	Obsolete
1	HP	Laptop	4545s Probook	Obsolete
1	HP	Laptop	XPS152 Laptop computer	Obsolete
7	HP	Laptop	8440P Elitebook Laptop computer	Obsolete
1	EeeBox	Computer	mini computer	Obsolete
2	Lenovo	Computer	Ideacentre mini computer	Obsolete
1	Lenovo	Docking Station	Computer docking station	Obsolete
1	Lenovo	Laptop	R420 Laptop computer	Obsolete
4	Lenovo	Laptop	T500 Laptop computer	Obsolete
2	Lenovo	Laptop	T410 Laptop computer	Obsolete
1	Lenovo	Laptop	T400 Laptop computer	Obsolete
1	Unknown	Projector	Transparency projector	Obsolete
3	Motion Computing	Tablet	Ruggedized tablet computer	Obsolete
2	Infocus	Projector	Digital projector	Broken
1	Sony	Camera	Handcam video camera	Obsolete
1	Panasonic	Camera	HC-V720 video camera	Obsolete
1	Eiki	Projector	Digital projector	Broken
3	Wyse	Thin Client	Thin Client PC	Obsolete
1	HP	Printer	Officejet 100 desktop printer	Broken
1	Drobo	Digital Storage	DR04D-D hard drive storage appliance	Obsolete
1	Drobo	Digital Storage	DRPR1-A hard drive storage appliance	Obsolete
1	Equallogic	Digital Storage	PS Series SAN storage appliance	Obsolete
2	IX Systems	Server	CSC847 Server	Obsolete
2	Dell	Server	R710 Server	Obsolete
1	Super Micro	Server	825-7 Server	Obsolete
1	Samsung	TV	37" TV	Broken
1	Kodak	Camera	Video Camera	Obsolete
2	Itrio	Wireless Transmittor	Wireless Video transfer system	Obsolete
1	GoPro	Camera	GoPro 2 video camera	Obsolete

1	Dell	Tablet	Venue 11 Pro Tablet	Obsolete
1	APC	UPS	UPS 1250 Battery Backup	Broken
1	APC	UPS	UPS 500 Batter Backup	Broken
4	Axis	Camera	P1343 surveillance camera	Obsolete
2	Axis	Camera	211W surveillance camera	Obsolete
2	Axis	Camera	M1104 surveillance camera	Obsolete
1	Axis	Microphone	microphone for camera	Obsolete
2	Axis	Mount	Pole mount for Axis cameras	Obsolete
58	Unknown	Mouse	generic wired mouse	Not needed
1	Multitech	Modem	Cellular modem 3G	Obsolete
3	Fujitsu	Scanner	6130 desktop scanner	Broken
1	Dell	Server	2950 Server	Obsolete
1	Dell	Server	R710 Server	Obsolete
1	Yamaha	Stereo	Stereo Receiver	Not needed



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:	October 14, 2021	
SUBJECT:	Resolution No. _____, Accepting the Lowest Responsible Bid from Knife River Materials Inc. for the Highway 99 Streetscape Project and Authorizing the City Manager to Execute a Contract	
ACTION REQUIRED: Resolution		RECOMMENDATION: Approval

BACKGROUND INFORMATION:

The City conducted a bid letting procedure for the Highway 99 Sidewalk and Parking Lot project. This joint project with School District 6 and Highway 99 to enhance pedestrian safety and improve the last section of the unimproved sidewalk along Hwy 99 N/Front Street. The project will include new sidewalks along the west side of Front Street along the Highway 99 frontage, including a new bio-swale. Additionally, a second pedestrian crossing and a pedestrian signal will be installed near the entrance to the Highway 99 to allow for safer pedestrian movements from Crater High School to Highway 99. Lastly, the front parking lot will be paved as part of the overall project. The School will pay that portion.

The engineer's estimate was \$225,000-\$250,000. The City received three qualified bids for the project. The lowest responsible bidder for the project is Knife River Materials at \$250,050. The School District will pay \$31,020 for the parking lot portion through our existing Intergovernmental Agreement. Total City funds will be \$219,030.

FINANCIAL ANALYSIS:

The project was initially budgeted in the 2021/22 Development Commission budget. However, the budget was re-allocated at the last Development Commission meeting to allow the Pfaff park restroom replacement to proceed forward. With the re-allocation, only \$100,000 will be contributed by the Development Commission. The remainder will come from the Street

Infrastructure line item. Though not budgeted specifically, staff has re-allocated priorities to fully fund the project in the FY 2021-23 City of Central Point Budget (street fund). No additional budget appropriation is needed to complete the project.

LEGAL ANALYSIS:

The City of Central Point public contracts/bidding is governed by Oregon Revised Statute (ORS) chapter 279, and Central Point municipal code (CPMC) chapter 2.40.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Community Investment; Goal 5 – Plan, design, and construct modern and efficient infrastructure in all areas and systems. Strategies 3 and 4.

STAFF RECOMMENDATION:

Approve a resolution awarding the Highway 99 Streetscape construction project to Knife River Materials, Inc.

RECOMMENDED MOTION:

I move to approve Resolution No. ____ accepting the lowest responsible bid from Knife River Materials Inc. for \$250,050 for the Highway 99 Streetscape project and authorizing the City Manager to execute a contract.

ATTACHMENTS:

1. 20211004100902
2. CPT-Hwy99 Streetscape - Bid Tab
3. resol_craterworks

**Department of Public Works
ADVERTISEMENT FOR BIDS
NOTICE TO CONTRACTORS
PUBLIC IMPROVEMENT PROJECT:
Highway 99 Street Improvement Project
PROJECT #8018254**

Sealed bids will be opened and publicly read at the City of Central Point, City Hall, 140 S. 3rd Street, Central Point, OR 97502 at 2:00 PDT on Tuesday, September 21st, 2021 for the above referenced project. Bids must be submitted to Matt Samitore, Parks and Public Works Director, at the same address prior to 2:00 PDT on the above date. Sub-contractor Disclosure forms must be submitted prior to 4:00 PDT on the same date.

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

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

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

Plans and specifications will be available online only at www.centralpointoregon.gov or www.questcdn.com beginning August 28th, 2021. Any addenda issued will be posted on the above websites.

COST ESTIMATE: \$275,000 - \$325,000

This project consists of paving, striping, sidewalk, ADA ramp, crosswalk, storm drainage, minor utilities, irrigation system, and landscaping improvements and modifications along the west side of Highway 99 beginning at the intersection of Hazel Street and Cherry Street. This is a City funded project.

Work shall begin no earlier than October 7th, 2021 and must be completed by January 31st, 2022. Please direct all questions to Greg Graves at 541-664-3321 (x225) or greg.graves@centralpoint.gov. The deadline for questions is September 16th, 2021.

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

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

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

CITY OF CENTRAL POINT
Matt Samitore, Parks and Public Works Director

August 27, 29 and Sept 3 and 5, 2021

CITY OF CENTRAL POINT
140 S THIRD ST
CENTRAL POINT, OR 97502

Affidavit of Publication

THIS IS NOT A BILL

State of Oregon
County of Jackson

CASE NO

I, Sarah Lucier, being first duly sworn, depose and say that I am the principal clerk of Medford Mail Tribune, a newspaper of general circulation, as defined by ORS 193.010 and 193.020; printed at Medford in the aforesaid county and state; that the PUBLIC NOTICE, a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 4 successive and consecutive insertion(s) in the following issues 8/27/2021, 8/29/2021, 9/3/2021, 9/5/2021 (HERE SET FORTH DATES OF ISSUE)

Sarah Lucier

Subscribed and sworn to before me this 18th day of Sept, 2021.



Terrie Rogers
NOTARY PUBLIC FOR OREGON

My commission expires 24th day of Sept, 2022

Rosebud Media - Mail Tribune - Ashland Tidings
111 N Fir St
Medford, OR 97501

PUBLICATION	EXPIRE DATE	AD CAPTION	# TIMES	AMOUNT	PO
MAIL TRIBUNE	9/5/2021	ADVERTISEMENT FOR BIDS	4	991.72	



**DEPARTMENT OF
PUBLIC WORKS**

**PUBLIC IMPROVEMENT PROJECT:
HIGHWAY 99 STREET IMPROVEMENT
PROJECT**

**Bids due 2:00 pm, September 21, 2021
ADVERTISEMENT FOR BIDS
PROJECT #8018254**

Matt Samitore,
Parks and Public Works Director
Published Aug. 27 & Sep. 3, 2021.
12030595

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CITY OF CENTRAL POINT

Attachment: 20211004100902 (1465 : Highway 99 Streetscape Project - Bid Opening)

AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Construction notice described as

Case Number: NOT PROVIDED
HIGHWAY 99 STREET IMPROVEMENT PROJECT
City of Central Point; Bid Location Central Point, OR, Jackson County; Due 09/21/2021 at 02:00 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 2 time(s) in the following issues:

8/27/2021 9/3/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 3rd DAY OF September, 2021

Nick Bjork

SEE
EXHIBIT A

Notary Public-State of Oregon



Cyndi Weeks
City of Central Point
140 S 3rd St
Central Point, OR 97502-2216

Order No.: 12030595
Client Reference No:

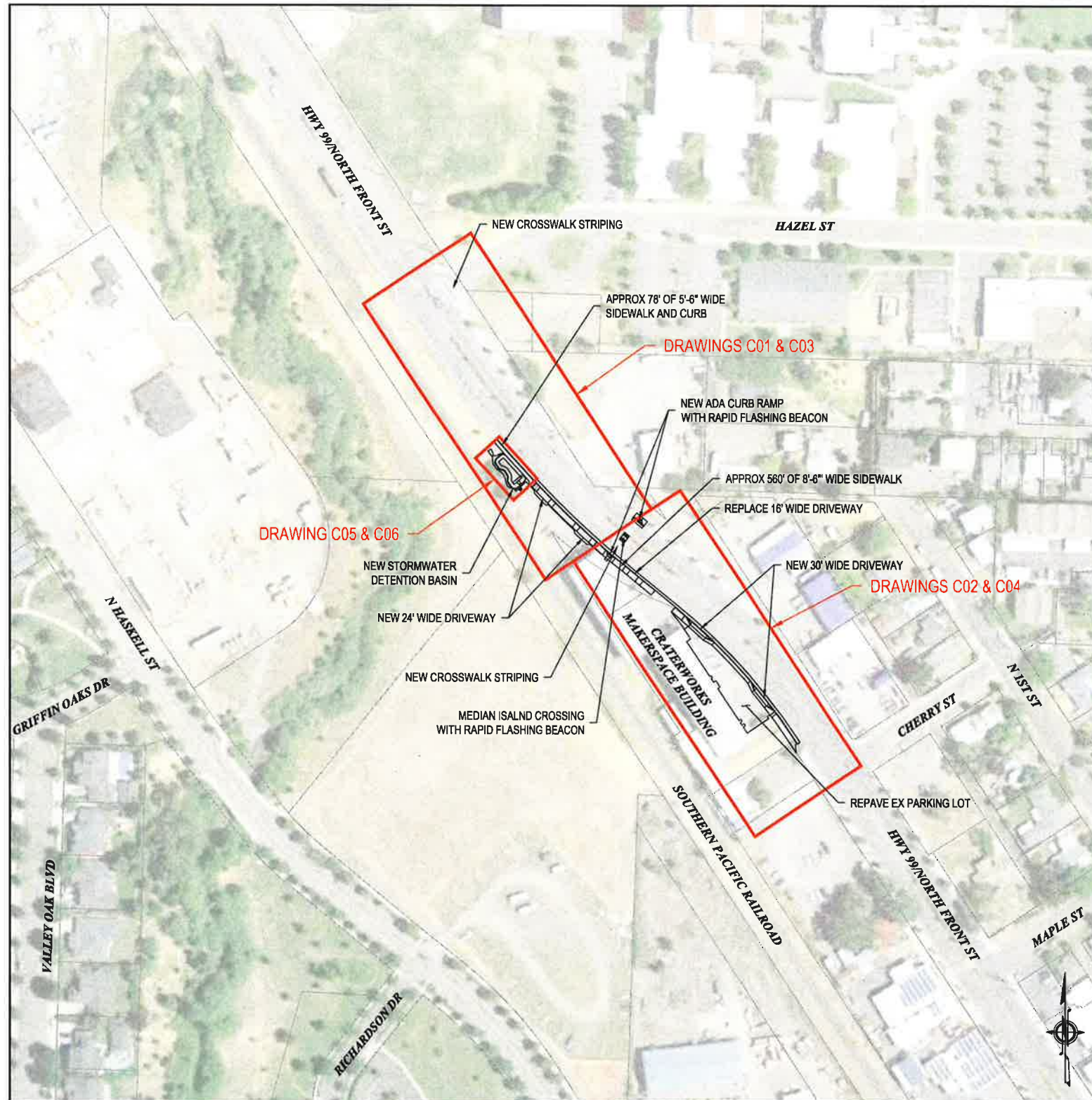
Attachment: 20211004100902 (1465 : Highway 99 Streetscape Project - Bid Opening)

SUMMER 2021

PROJECT VICINITY MAP



PROJECT LOCATION MAP



DRAWING INDEX

Sheet Number	Sheet Title	Dwg No
1	COVER	COV
2	NOTES, LEGENDS, AND ABBREVIATIONS	G01
3	ALIGNMENT CONTROL	G02
4	EXISTING AND DEMOLITION PLAN - SHEET 1 OF 2	C01
5	EXISTING AND DEMOLITION PLAN - SHEET 2 OF 2	C02
6	PROPOSED PLAN AND PROFILE - SHEET 1 OF 2	C03
7	PROPOSED PLAN AND PROFILE - SHEET 2 OF 2	C04
8	DETENTION BASIN PLAN AND PROFILE	C05
9	IRRIGATION PLAN	C06
10	CIVIL DETAILS - SHEET 1 OF 4	D01
11	CIVIL DETAILS - SHEET 2 OF 4	D02
12	CIVIL DETAILS - SHEET 3 OF 4	D03
13	CIVIL DETAILS - SHEET 4 OF 4	D04
14	LANDSCAPING SCHEDULES, NOTES, AND DETAILS	D05

CONTACT PERSONNEL

CONTACT	AGENCY	PHONE
TYLER DUNCAN, PE	RH2 ENGINEERING	541-665-5233 EXT. 5413
GREG GRAVES	CITY OF CENTRAL POINT	541-664-3321 EXT. 225
NICK BAKKE	RVSS	541-665-6300
ERIC CHASE	CHARTER	541-210-0827
RYLAN WOOD	PACIFIC POWER	541-858-3204
DAVID MCFADDEN	AVISTA	541-941-4055
CAMERON DIBETTA	CENTURY LINK	541-324-0549

**CALL 48 HOURS BEFORE YOU DIG
ONE CALL 811**

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER AT 503-232-1978

REPORT SPILLS



ATTENTION: OREGON LAW REQUIRES THAT SPILLS BE REPORTED TO THE FOLLOWING ENTITIES:

OREGON EMERGENCY RESPONSE SYSTEM: 1-800-452-0311
THE NATIONAL RESPONSE CENTER: 1-800-424-8802

SECTION AND DETAIL REFERENCES

THE FOLLOWING CONVENTIONS HAVE BEEN USED WITHIN THESE DRAWINGS TO REFER THE READER BETWEEN THE SECTION/DETAIL AND THE PLAN FROM WHICH IT IS REFERENCED.

REFERENCE BUBBLES

-  PLAN REFERENCE BUBBLE - REFERS READER BACK TO THE PLAN FROM WHICH THE DETAIL OR SECTION ORIGINATED.
-  DETAIL/SECTION REFERENCE BUBBLE - REFERS READER TO THE DRAWING ON WHICH THE DETAIL OR SECTION IS LOCATED.

WHERE, ID = SECTION/DETAIL REFERENCE NUMBER
= DRAWING NUMBER ON WHICH DETAIL ORIGINATED OR RESIDES.

SECTION/DETAIL REFERENCE NUMBER CONVENTIONS:
SECTIONS OR ELEVATIONS SHOULD HAVE A LETTER REFERENCE NUMBER (A THROUGH ZZ).



RH2		ENGINEER'S OPINION OF PROBABLE COST				BID		BID		BID		
Highway 99 Streetscape Project		AGENCY		ENGINEER'S OPINION OF PROBABLE COST		JRT		KRM		Pilot Rock		
KIND OF WORK		LENGTH	DATE									
Pedestrian Route and Stormwater Improvements		640	10/7/21									
ITEM #	SPEC #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
200- TEMPORARY FEATURES AND APPURTENANCES												
10	210	MOBILIZATION	LS	1	15%	\$50,000.00	\$29,000.00	\$29,000.00	\$25,975.00	\$25,975.00	\$25,000.00	\$25,000.00
20	225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$20,000.00	\$20,000.00	\$25,300.00	\$25,300.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
30	280	EROSION AND SEDIMENT CONTROL	LS	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$1,200.00	\$1,200.00
300- ROADWORK												
40	305	CONSTRUCTION SURVEY WORK	LS	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$3,400.00	\$3,400.00	\$3,000.00	\$3,000.00
50	310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$1,400.00	\$1,400.00	\$25,000.00	\$25,000.00
60	320	CLEARING AND GRUBBING	LS	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
70	330	GENERAL EXCAVATION	CY	100	\$15.00	\$1,500.00	\$55.00	\$5,500.00	\$41.00	\$4,100.00	\$50.00	\$5,000.00
80	330	EXTRA FOR SELECTED PLANTING SOIL MATERIAL	CY	55	\$70.00	\$3,850.00	\$5.00	\$275.00	\$33.00	\$1,815.00	\$40.00	\$2,200.00
90	350	SUBGRADE GEOTEXTILE	SY	16	\$70.00	\$1,120.00	\$5.00	\$80.00	\$17.00	\$272.00	\$2.00	\$32.00
100	390	LOOSE RIPRAP, CLASS 50	TON	13	\$100.00	\$1,300.00	\$70.00	\$910.00	\$65.00	\$845.00	\$175.00	\$2,275.00
400- DRAINAGE AND SEWERS												
110	445	12 INCH STORM SEWER PIPE, 5FT DEPTH, CLASS B BACKFILL	LF	20	\$120.00	\$2,400.00	\$85.00	\$1,700.00	\$77.00	\$1,540.00	\$65.00	\$1,300.00
120	470	CONCRETE INLET, TYPE D WITH ORIFICE	EA	1	\$6,000.00	\$6,000.00	\$4,200.00	\$4,200.00	\$3,400.00	\$3,400.00	\$1,200.00	\$1,200.00
130	470	CONCRETE INLET, TYPE G-1	EA	1	\$4,500.00	\$4,500.00	\$2,800.00	\$2,800.00	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00
700- WEARING SURFACES												
140	744	LEVEL 2, 1/2 INCH ACP - ROW AREAS	TON	60	\$125.00	\$7,500.00	\$265.00	\$15,900.00	\$437.00	\$26,220.00	\$250.00	\$15,000.00
150	744	LEVEL 2, 1/2 INCH ACP - PARKING LOT AREAS	TON	110	\$125.00	\$13,750.00	\$22.00	\$2,420.00	\$282.00	\$31,020.00	\$250.00	\$27,500.00
160	759	CONCRETE LID INLET WITH WINGWALLS	EA	1	\$600.00	\$600.00	\$900.00	\$900.00	\$2,150.00	\$2,150.00	\$500.00	\$500.00
170	759	CONCRETE DRIVEWAYS	SF	2100	\$20.00	\$42,000.00	\$16.00	\$33,600.00	\$12.00	\$25,200.00	\$15.00	\$31,500.00
180	759	CONCRETE WALKS	SF	2600	\$10.00	\$26,000.00	\$10.00	\$26,000.00	\$11.50	\$29,900.00	\$10.00	\$26,000.00
190	759	EXTRA FOR NEW SIDEWALK RAMPS	EA	3	\$1,000.00	\$3,000.00	\$3,200.00	\$9,600.00	\$2,000.00	\$6,000.00	\$3.00	\$9.00
200	759	TRUNCATED DOMES ON NEW SURFACES	SF	55	\$15.00	\$825.00	\$32.00	\$1,760.00	\$49.00	\$2,695.00	\$60.00	\$3,300.00
210	759	CONCRETE CURBS, 6" STRAIGHT	LF	400	\$50.00	\$20,000.00	\$45.00	\$18,000.00	\$34.50	\$13,800.00	\$37.00	\$14,800.00
800- PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES												
220	867	PAVEMENT LEGEND, TYPE B-HS: STANDARD CROSSWALK	LF	90	\$12.00	\$1,080.00	\$46.00	\$4,140.00	\$11.50	\$1,035.00	\$12.00	\$1,080.00
230	867	PAVEMENT BAR, TYPE B-HS: CONTINENTAL CROSSWALK BARS	EA	8	\$120.00	\$960.00	\$600.00	\$4,800.00	\$207.00	\$1,656.00	\$225.00	\$1,800.00
900- PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS												
240	940	SIGN, END OF SIDEWALK	EA	1	\$400.00	\$400.00	\$420.00	\$420.00	\$1,750.00	\$1,750.00	\$400.00	\$400.00
250	970	POLE FOUNDATIONS	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$650.00	\$650.00
260	990	RAPID FLASHING BEACON	EA	3	\$15,000.00	\$45,000.00	\$9,000.00	\$27,000.00	\$7,202.00	\$21,606.00	\$8,000.00	\$24,000.00
1000- RIGHT OF WAY DEVELOPMENT AND CONTROL												
270	1040	PLANTING AND SEEDING	LS	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$11,500.00	\$11,500.00	\$10,000.00	\$10,000.00
280	1120	IRRIGATION SYSTEM	LS	1	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$13,000.00	\$13,000.00	\$5,000.00	\$5,000.00
1100- WATER SUPPLY SYSTEMS												
290	1170	1-1/2 INCH WATER SERVICE CONNECTION PIPING	LF	65	\$25.00	\$1,625.00	\$155.00	\$10,075.00	\$145.00	\$9,425.00	\$225.00	\$14,625.00
300	1170	1-1/2 INCH WATER METER ASSEMBLY	EA	1	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$346.00	\$346.00	\$6,500.00	\$6,500.00
SUBTOTAL						\$320,000.00	\$268,480.00	\$268,480.00	\$250,050.00	\$250,050.00	\$257,371.00	\$257,371.00
PROJECT TOTAL						\$320,000.00	\$268,480.00	\$268,480.00	\$250,050.00	\$250,050.00	\$257,371.00	\$257,371.00
CONTRACTOR'S ERRONEOUS SUM											\$264,862.00	\$264,862.00

Attachment: CPT-Hwy99 Streetscape - Bid Tab (1465 : Highway 99 Streetscape Project - Bid Opening)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE LOWEST RESPONSIBLE BID FOR THE CONSTRUCTION OF THE HIGHWAY 99 STREETScape PROJECT TO KNIFE RIVER MATERIALS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT

RECITALS:

A. WHEREAS, the City recently published a solicitation for lowest bids for the construction of the Highway 99 Streetscape Project.

B. WHEREAS, the City received three bids.

C. WHEREAS, the lowest responsible bid was submitted by Knife Materials, Inc. for \$250,050.

The City of Central Point resolves as follows:

Section 1. The City Council hereby accepts the lowest bid from Knife Materials, Inc. for the construction of the Highway 99 Streetscape Project.

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

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

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

Mayor Hank Williams

ATTEST:

City Recorder

1 - Resolution No. _____ (10/14/2021 Council meeting)

Attachment: resol_craterworks [Revision 1] (1465 : Highway 99 Streetscape Project - Bid Opening)



City of Central Point Staff Report to Council

ISSUE SUMMARY

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

FROM: Sydnee Dreyer, City Attorney

MEETING DATE: October 14, 2021

SUBJECT: Resolution No. _____, a Resolution approving property exchange agreement – Bear Creek Greenway – with Jackson County.

ACTION REQUIRED: Motion Resolution **RECOMMENDATION:** Approval

BACKGROUND INFORMATION:

Currently, Jackson County owns a number of parcels within the Bear Creek Greenway that are located within City limits. The City seeks to take ownership of all such properties within the Bear Creek Greenway, that are in City limits, to better enable the City to maintain and manage Greenway properties. In particular, taking over ownership of these properties would allow the City to more consistently maintain not only the land which contains the multi-use path, but also those undeveloped areas which abut the multi-use trail.

Additionally, taking ownership of the above-described Jackson County parcels will allow Central Point to annex the property into our boundaries (city limits and urban renewal boundary). Adding the property to our urban renewal boundary will create an alternate funding source to assist with completing the development and construction of our conceptual design.

FINANCIAL ANALYSIS:

Jackson County is not charging the City of Central Point for the above-described property. However, we will be covering a number of closing/processing costs, which we anticipate will be minimal.

LEGAL ANALYSIS:

Legal counsel has been extensively involved in these negotiations and has no objections.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Strategic Priority – Community Investment

GOAL 5 - Plan, design, and construct modern and efficient infrastructure in all areas and systems.

STRATEGY 1 – Continually update infrastructure plans.

STRATEGY 2 – Provide regular financial analysis on utility enterprise funds so infrastructure can be adequately maintained, restored, upgraded, and expanded.

STRATEGY 3 – Aggressively seek to capitalize on partnerships with Jackson County, the City of Medford, and the Oregon Department of Transportation to eliminate infrastructure deficiencies and build for the future.

STAFF RECOMMENDATION:

Make a motion to approve.

RECOMMENDED MOTION:

I move to approve Resolution No. _____, a Resolution approving property exchange agreement – Bear Creek Greenway – with Jackson County and authorizing the City Manager to execute same.

ATTACHMENTS:

1. Reso Approving Greenway Transfer - Jackson County
2. EX A to Reso - Property Transfer Agt - Jackson County

RESOLUTION NO. _____

A RESOLUTION APPROVING PROPERTY EXCHANGE AGREEMENT - BEAR CREEK GREENWAY - WITH JACKSON COUNTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

RECITALS:

- A. Jackson County owns multiple parcels of land which are developed with a portion of the Bear Creek Greenway multi-use trail and/or which abuts properties along the Bear Creek Greenway.
- B. The City of Central Point desires to take ownership of real property along the Bear Creek Greenway, which is within City limits, to allow the City to more efficiently manage and maintain greenway property in order to reduce fire risk, and ensure the greenway is an attractive, usable public amenity.
- C. Jackson County has agreed to transfer the properties to the City subject to a Land and Water Conservation Fund Project Agreement, to which Jackson County is currently subject.

The City of Central Point resolves:

Section 1. The attached Property Exchange Agreement for properties within the Bear Creek Greenway with Jackson County (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 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 October, 2021.

Mayor Hank Williams

ATTEST:

City Recorder

Exhibit A to Resolution
Property Transfer Agreement – Bear Creek Greenway -
Jackson County, Oregon

Attachment: Reso Approving Greenway Transfer - Jackson County (1468 : Resolution approving Property Transfer Agreement with Jackson

Exhibit A to Resolution

PROPERTY TRANSFER AGREEMENT Bear Creek Greenway

DATE: _____, 2021

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

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

RECITALS

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

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

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

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

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

F. Jackson County is the owner of certain real property located in Jackson County, Oregon, and commonly known as Township 37 South, Range 2 West, Section 12B, Tax Lot 699 (“Tract F”), a more particular description of Tract F is described on **Exhibit A**. Tract F is approximately 0.63 acres in size.

G. Jackson County is the owner of certain real property located in Jackson County, Oregon, and commonly known as Township 37 South, Range 2 West, Section 12C, Tax Lot 301 (“Tract G”), a more particular description of Tract G is described on **Exhibit A**. Tract G is approximately 8.14 acres in size.

H. Jackson County is the owner of certain real property located in Jackson County, Oregon, and commonly known as Township 37 South, Range 2 West, Section 12C, Tax Lot 805 (“Tract H”), a more particular description of Tract H is described on **Exhibit A**. Tract H is approximately 0.53 acres in size.

I. For the purposes of this Agreement, Tracts A, B, C, D, E, F, G AND H shall be collectively referred to herein as “the Tracts”. A map depicting the boundaries of the Tracts is attached hereto as **Exhibit B**.

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

K. Jackson County utilized federal funds awarded by the United States of America from the federal Land and Water Conservation Fund to purchase and make certain improvements to Tracts. As a result, the Tracts are subject to the Land and Water Conservation Fund Project Agreement, as amended, attached hereto as Exhibit C and the [state and local agreement] attached hereto as Exhibit D (collectively, the “LWCF Agreements”).

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

AGREEMENT

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

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

2. Consideration. The parties acknowledge and agree that the consideration for this Agreement is as follows: (a) Central Point shall be solely responsible for the management and

maintenance and all other obligations of any other nature of the Tracts upon Closing and all obligations under the Land and Water Conservation Fund Project Agreement Number 41-00556 applicable to the Tracts; and (b) Jackson County shall have no further management and maintenance obligations or other obligations of any nature concerning the Tracts post-Closing. Notwithstanding the foregoing, Jackson County and Central Point may cooperate in pursuing Greenway funding mechanisms such as creation of a Greenway taxing district, grant funding or other agreements.

3. Title. Jackson County shall convey title to the Tracts by quit claim deed, properly executed and notarized conveying title to Central Point in the form attached hereto as Exhibit E. Central Point acknowledges that the Deed contains restrictions on the use of the Tracts, which are required to satisfy the LWCF Requirements. Central Point, at Central Point's sole expense, shall obtain a title insurance policy from First American Title Insurance Company, located at 1225 Crater Lake Avenue, Suite 101, Medford, Oregon, 97504 ("the Escrow Agent"). Upon complete execution of this Agreement, Central Point, at Central Point's sole expense, shall order a preliminary title report ("Title Report") from the Escrow Agent with copies of the Title Report being delivered to all parties. Central Point shall have 30 days from the date of Central Point's receipt of the Title Report to notify Jackson County in writing of any exceptions unacceptable to Central Point ("Objection Notice"). Central Point shall have no obligation to close on the Tracts if the parties are unable to resolve title issues concerning any Tract. Central Point's failure to issue an Objection Notice within the time allowed will be deemed as Central Point's acceptance of the exceptions to title set forth in the Title Report for any Tract.

The parties acknowledge and agree that Jackson County shall convey, and Central Point will accept, the tracts Subject to the LCWF Agreements. The parties shall diligently cooperate with the Oregon Parks and Recreation Department and any other party for the purpose of amending the LCWF Agreements for the purpose of transferring Jackson County's rights and obligations with respect to the Tracts under the LCWF Agreements to Central Point. Each party shall execute and deliver all instruments and shall take or cause to be take such further actions as may be necessary to effect such transfer of rights and obligations contemplated under his paragraph. Unless and until such time as the transfer or rights and obligations under this paragraph become effective, Central Point agrees that (i) this Agreement is subject to and subordinate to the LCWF Agreements; (ii) Central Point will perform all affirmative obligations of County under the LCWF Agreements as applicable to the Tracts; (iii) Central Point will not, by its act or omission, cause a default under the LCWF Agreements; and (iv) Central Point will indemnify, defend, and hold harmless County for any claims or actions alleging a violation or default under the LCWF Agreements.

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

5. Due Performance. Due performance of the terms, conditions, and agreements of this Agreement to be performed by a party and the accuracy of the representations and warranties of each as of the Closing Date is a condition to closing by the other party. Such performance shall

include, without limitation, execution, and delivery in proper form of all of the documents required hereunder to be delivered on the Closing Date and the rendering of all other performances and undertakings contemplated hereunder.

6. Closing. Closing shall occur on or before November 30, 2021 (“Closing Date”) at the offices of the Escrow Agent.

7. Closing Provisions.

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

7.2 Funds and Documents.

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

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

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

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

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

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

9. Intergovernmental Agreement. Central Point and Jackson County are parties to the *Intergovernmental Agreement for the Joint Management of The Bear Creek Greenway Corridor* dated February 14, 2008 (“the Intergovernmental Agreement”). The parties acknowledge and agree that they will act in good faith to jointly seek an amendment of the Intergovernmental Agreement and/or the accompanying *Bear Creek Greenway Management Plan 2017-2022* (“the Management Plan”) to be consistent with the property exchange set forth in this Agreement.

10. Miscellaneous Provisions.

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

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

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

Jackson County:

Jackson County Counsel
c/o Joel Benton
10 South Oakdale Avenue
Medford, Oregon 97501
bentonjc@jacksoncounty.org

Central Point:

c/o Chris Clayton
City Manager
140 S 3rd Street
Central Point, Oregon 97502
chris.clayton@centralpointoregon.gov

and

Daniel O'Connor
O'Connor Law, LLC
670 G Street, Suite B
Jacksonville, Oregon 97530
dano@oconnorlawgroup.net

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

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

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

10.7 Time of Essence. Time is of the essence of this Agreement.

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

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

10.10 Statutory Disclaimer.

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

///

///

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

JACKSON COUNTY:

Date: _____, 2021

By: _____
Its: _____

CITY OF CENTRAL POINT:

Date: _____, 2021

By: _____
Its: _____

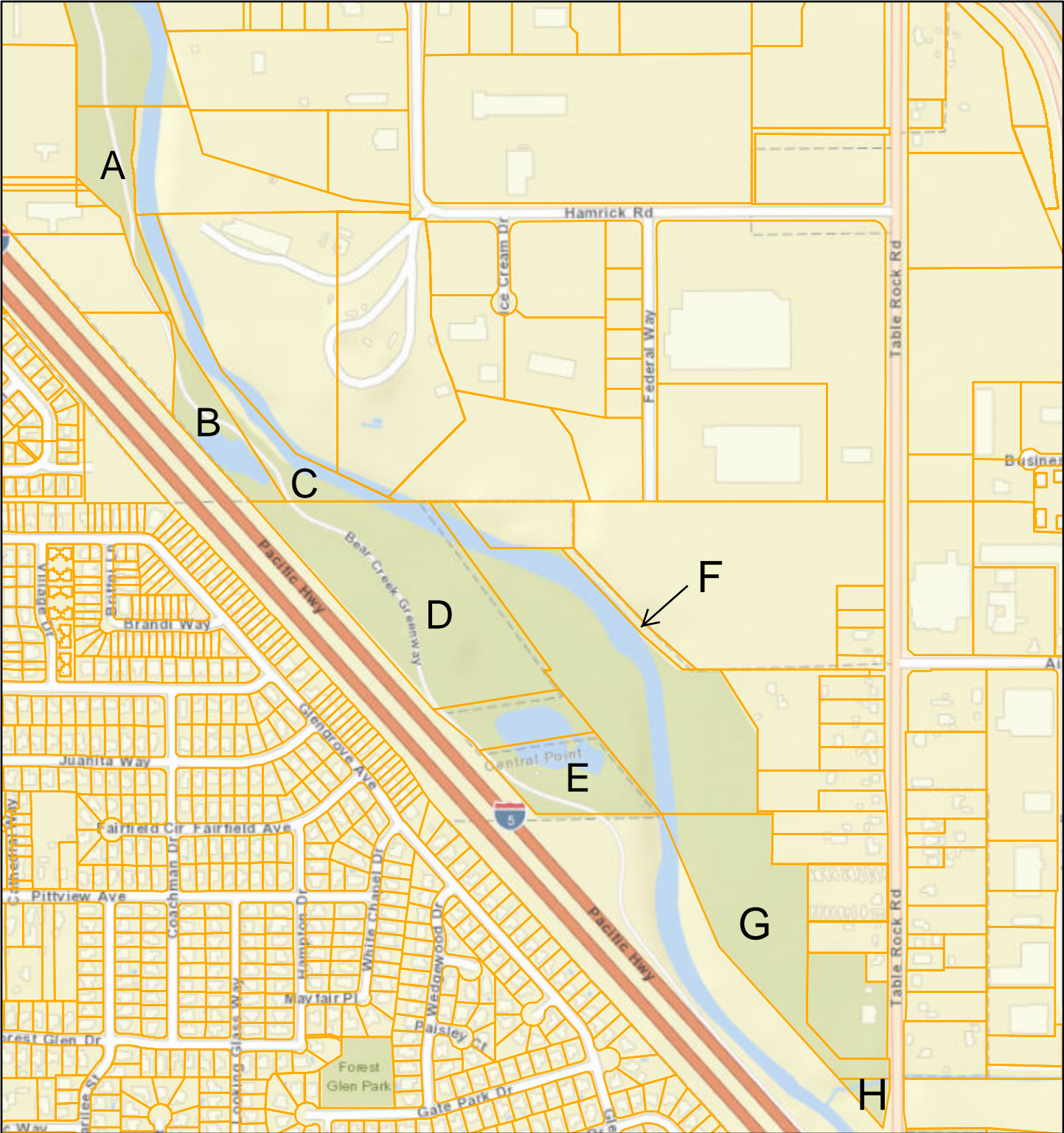
Attachment: EX A to Reso - Property Transfer Agt - Jackson County (1468 : Resolution approving Property Transfer Agreement with Jackson

**EXHIBIT A
Legal Descriptions**

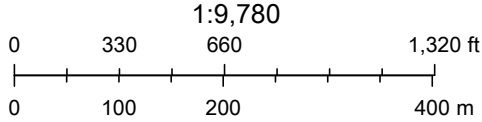
To be provided.

Attachment: EX A to Reso - Property Transfer Agt - Jackson County (1468 : Resolution approving Property Transfer Agreement with Jackson

Bear Creek Greenway Property Exchange Map



- Tract A: 37-2W-02D Tax Lot 2001
- Tract B: 37-2W-11A Tax Lot 102
- Tract C: 37-2W-11A Tax Lot 28100
- Tract D: 37-2W-12B Tax Lot 502
- Tract E: 37-2W-12B Tax Lot 505
- Tract F: 37-2W-12B Tax Lot 699
- Tract G: 37-2W-12C Tax Lot 301
- Tract H: 37-2W-12C Tax Lot 805



Attachment: EX A to Reso - Property Transfer Agt - Jackson County (1468 : Resolution approving Property Transfer Agreement with Jackson



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Attorney
FROM:	Sydnee Dreyer, City Attorney		
MEETING DATE:	October 14, 2021		
SUBJECT:	Resolution No. _____, a Resolution approving property exchange agreement – Bear Creek Greenway – with the City of Medford and authorizing the City Manager to execute same.		
ACTION REQUIRED:	Motion Resolution	RECOMMENDATION:	Approval

BACKGROUND INFORMATION:

Currently, the City of Medford owns an approximately 13.91-acre parcel of land within the Bear Creek Greenway that is located within City limits. The City of Central Point seeks to take ownership of all such properties within the Bear Creek Greenway, that are in City limits, to better enable the City to maintain and manage Greenway properties. In particular, taking over ownership of these properties would allow the City to more consistently maintain not only the land which contains the multi-use path, but also those undeveloped areas which abut the multi-use trail. The transfer of this parcel would be subject to an easement for the benefit of Medford for future stormwater detention facilities on the Medford side of Bear Creek.

Additionally, taking ownership of the property currently owned by the City of Medford will allow Central Point to annex the land into our boundaries (both city limits and urban renewal district). Adding this land to our urban renewal district boundary provides a significant funding source for the future development and construction of our Bear Creek Greenway concept.

FINANCIAL ANALYSIS:

The City of Medford is not charging the City of Central Point for the above-described land. And although Central Point will cover closing/processing costs, we anticipate the overall expense will be minimal.

LEGAL ANALYSIS:

Legal counsel has been extensively involved in these negotiations and has no objections.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**Strategic Priority – Community Investment**

GOAL 5 - Plan, design, and construct modern and efficient infrastructure in all areas and systems.

STRATEGY 1 – Continually update infrastructure plans.

STRATEGY 2 – Provide regular financial analysis on utility enterprise funds so infrastructure can be adequately maintained, restored, upgraded, and expanded.

STRATEGY 3 – Aggressively seek to capitalize on partnerships with Jackson County, the City of Medford, and the Oregon Department of Transportation to eliminate infrastructure deficiencies and build for the future.

STAFF RECOMMENDATION:

Make a motion to approve.

RECOMMENDED MOTION:

I move to approve Resolution No. _____, a Resolution approving property exchange agreement – Bear Creek Greenway – with the City of Medford and authorizing the City Manager to execute same.

ATTACHMENTS:

1. Reso Approving Greenway Transfer - Medford
2. Map Exhibit B

RESOLUTION NO. _____

A RESOLUTION APPROVING PROPERTY EXCHANGE AGREEMENT - BEAR CREEK GREENWAY - WITH THE CITY OF MEDFORD AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

RECITALS:

- A. The City of Medford owns approximately 13.91 acres of undeveloped property along the Bear Creek Greenway commonly known as Township 37 South, Range 2 West, Section 12B, Tax Lot 600.
- B. The City of Central Point desires to take ownership of real property along the Bear Creek Greenway, which is within City limits, to allow the City to more efficiently manage and maintain greenway property in order to reduce fire risk, and ensure the greenway is an attractive, usable public amenity.
- C. The City of Medford has agreed to transfer the property to the City subject to a reservation of easement for the benefit of the City of Medford for the construction, operation, maintenance, repair and replacement of storm drainage facilities on that portion of the subject property located east of Bear Creek.

The City of Central Point resolves:

Section 1. The attached Property Exchange Agreement for Tax Lot 600 with the City of Medford (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 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 October, 2021.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Reso Approving Greenway Transfer - Medford (1469 : Resolution approving property transfer agreement - Medford)

Exhibit A to Resolution

**PROPERTY EXCHANGE AGREEMENT
Bear Creek Greenway
Tax Lot 600**

DATE: _____, 2021

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

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

RECITALS

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

B. Medford desires to convey the subject property to Central Point pursuant to the terms and conditions of this Agreement (“the subject property”) to allow for the efficient management and maintenance of the Bear Creek Greenway by both Central Point and Medford. The Bear Creek Greenway (“the Greenway”) includes Bear Creek, its adjacent riparian area and a 20-mile, paved, multi-use trail that links the cities of Ashland, Talent, Phoenix, Medford and Central Point. The subject property is located within the Greenway.

C. The parties acknowledge and agree that the subject property will be conveyed to Central Point subject to a reservation of easement for the benefit of Medford for the construction, operation, maintenance, repair and replacement of storm drainage facilities on that portion of the subject property located east of Bear Creek (“the Facilities Easement”).

AGREEMENT

Res. No. _____; October 14, 2021 Page 2

Attachment: Reso Approving Greenway Transfer - Medford (1469 : Resolution approving property transfer agreement - Medford)

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

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

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

3. Title. Medford warrants and represents that Medford is the fee simple owner of the subject property and that it has the right and authority to convey the subject property to Central Point free and clear of any other claims of title and subject only to encumbrances of record. Medford shall convey title to the subject property by statutory bargain and sale deed in the form attached hereto as **Exhibit B**, properly executed and notarized conveying title to Central Point. Central Point, at Central Point’s sole expense, shall obtain title insurance policies from First American Title Insurance Company, located at 1225 Crater Lake Avenue, Suite 101, Medford, Oregon, 97504 (“the Escrow Agent”). Upon complete execution of this Agreement, Central Point, at Central Point’s sole expense, shall order preliminary title reports (“Title Report(s)”) from the Escrow Agent with copies of the Title Reports being delivered to all parties. Central Point shall have 30 days from the date of Central Point’s receipt of the Title Reports to notify Medford in writing of any exceptions unacceptable to Central Point (“Objection Notice”). Central Point shall have no obligation to close on the subject property if the parties are unable to resolve title issues concerning the subject property. Central Point’s failure to issue an Objection Notice within the time allowed will be deemed as Central Point’s acceptance of the exceptions to title set forth in the Title Report for the subject property.

4. As Is. Except as otherwise stated herein, the parties hereby acknowledge and agree that this is an “AS IS” transaction and, except as otherwise expressly stated herein, Medford makes no representations or warranties as to the condition of the subject property, any improvements thereon, if any, or their fitness for a particular purpose.

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

6. Closing. Closing shall occur on or before December 1, 2021 (“Closing Date”) at the offices of the Escrow Agent.

7. Closing Provisions.

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

7.2 Funds and Documents.

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

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

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

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

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

8. Council Approval. The parties acknowledge and agree that this Agreement is subject to approval by the following: (a) City of Central Point City Council; and (b) City of Medford City Council (collectively, “Governmental Approval”). In the event this

Agreement does not receive Governmental Approval, this Agreement shall terminate and be of no further force or effect.

9. Miscellaneous Provisions.

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

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

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

Medford:
City of Medford
c/o Richard Whitlock
City Attorney
411 West 8th Street
Medford, Oregon 97501
richard.whitlock@cityofmedford.org

Central Point:
c/o Chris Clayton
City Manager
140 S 3rd Street
Central Point, Oregon 97502
chris.clayton@centralpointoregon.gov

and

Daniel O'Connor
O'Connor Law, LLC
670 G Street, Suite B
Jacksonville, Oregon 97530

Attachment: Reso Approving Greenway Transfer - Medford (1469 : Resolution approving property transfer agreement - Medford)

dano@oconnorlawgroup.net

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

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

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

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

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

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

9.10 Statutory Disclaimer.

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

Attachment: Reso Approving Greenway Transfer - Medford (1469 : Resolution approving property transfer agreement - Medford)

VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

CITY OF MEDFORD:

Date: _____, 2021

By: _____
Its: _____

CITY OF CENTRAL POINT:

Date: _____, 2021

By: _____
Its: _____

EXHIBIT A

Beginning at the Northeast corner of DLC 58, the Northeast quarter of Sec 12, Twp 37 South of Range 2 West of WM, JCO; thence West 450 feet, more or less to the East line of Table Rock Road; thence South on the East line of said Table Rock Road 716.3 feet to the South line of the road to the Airport; thence West 784 feet to the true point of beginning; thence

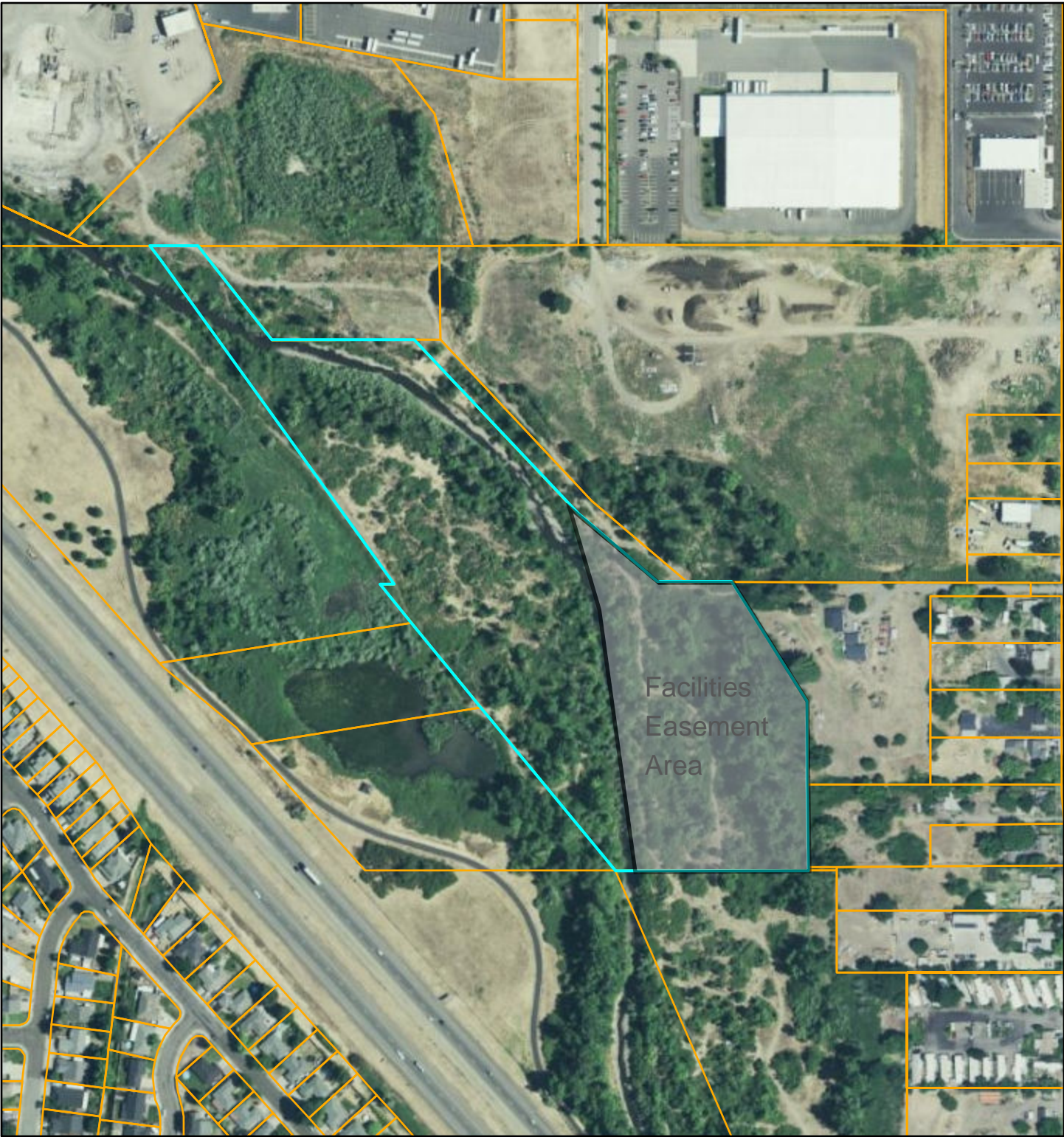
South 32° 30' East 300 feet; thence
South 346.3 feet; thence
West 420 feet; thence
North 39° 21' West 775 feet; thence
East 750 feet to the point of beginning;

Beginning at the Southeast corner of DLC 56, Twp 37 South of Range 2 West of WM, thence North 89° 53' West 757.4 feet; thence South 200 feet to the true point of beginning. thence

South 43° 30' East 470.0 feet; thence
South 49° 30' East 250 feet to the South line of the property described in Certificate of Title No. 4284 in the office of the Registrar of Titles of said County;.thence
North 89° 47' West 605.7 feet to the Southwest corner of the property described in said Certificate of Title; thence
North 38° West 897.6 feet to the most Westerly corner of the property described in said Certificate of Title; thence
South 89° 53' East 131.11 feet; thence
South 38° East 253.8 feet; thence
South 89° 53' East 357.48 feet to the true point of beginning. Excepting therefrom a forty-foot strip of which the Northeasterly side line is described as follows; to wit: Commencing at the true point of beginning of the premises hereby conveyed; thence
South 43° 30' East 470.0 feet; thence
South 49° 30' East 250.0 feet to the South line of property described in Certificate of Title.

Attachment: Reso Approving Greenway Transfer - Medford (1469 : Resolution approving property transfer agreement - Medford)

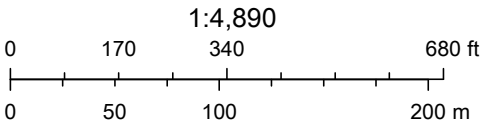
Exhibit B



Attachment: Map Exhibit B (1469 : Resolution approving property transfer agreement - Medford)

10/4/2021, 10:07:01 AM

 Tax Lots



Oregon Statewide Imagery Program (OSIP) - Oregon Imagery Framework Implementation Team



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Attorney
FROM:	Sydnee Dreyer, City Attorney		
MEETING DATE:	October 14, 2021		
SUBJECT:	Resolution No. _____, a Resolution approving an assignment of water rights between City, Wild River Orchards, Inc. and Del Rio Vineyards, LLC and authorizing the City Manager to execute same.		
ACTION REQUIRED:	Motion Resolution	RECOMMENDATION:	Approval

BACKGROUND INFORMATION:

On April 7th, 2004, Wild River executed a “Water Right Sale Agreement” with the City. Pursuant to the Water Right Sale Agreement, Wild River transferred its water rights to the City, which thereafter converted them for municipal purposes. Wild River at the same time secured irrigation water from the U.S. Bureau of Reclamation from its Lost Creek Reservoir to enable continued irrigation of the subject property pursuant to the Lost Creek Reservoir Contract for Water Services #059E101522 (“Contract for Water Services”). In exchange for the water rights, the City is obligated to pay to Wild River and its successors and assigns the yearly charges resulting from the Contract for Water Services for the initial term of the Contract for Water Services, which is the period of 2005 through 2045. All of the obligations of the Parties under the Water Right Sale Agreement have been fulfilled or satisfied, except for the City’s obligation to reimburse Wild River and its successors and assigns for the yearly charges it pays associated with the initial term of the Contract for Water Services and the associated Attorney Fee and Notice clauses.

Wild River and Del Rio entered into a Real Estate Sales Agreement dated July 30th, 2021, whereby Wild River has agreed to sell the subject property to Del Rio. After closing, the Parties will cooperate with each other such that a Water Services Contract in the name of Del Rio will be issued by the Bureau of Reclamation to replace Contract No. 059E101522 (the “Replacement Contract for Water Services”). Under the Contract for Water Services, the City will remain obligated to reimburse Del Rio for the yearly charges associated with the Replacement Contract for Water Services for years 2021 through 2045.

Wild River and Del Rio negotiated an Assignment Agreement for the sale of the Water Rights, and seek City’s agreement and consent to the form and terms of this Agreement to ensure that the City’s obligation under the terms of the Water Right Sale Agreement to reimburse Del Rio the yearly charges associated with the Contract for Water Services applies to the yearly charges associated with the Replacement Contract for Water Services, and that after the transfer of the subject property from Wild River to Del Rio, the City will be obligated to reimburse Del Rio for all

of the yearly charges associated with the Replacement Water Services Contract for the years 2021 through 2045.

FINANCIAL ANALYSIS:

The City's financial obligations should remain constant regardless of the above-described water rights transfer/assignment.

LEGAL ANALYSIS:

Legal counsel has reviewed this agreement and concurs that the City's obligations extend to Wild River's successors and assigns.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION:

Approve resolution.

RECOMMENDED MOTION:

I move to approve Resolution No. _____, a Resolution approving an assignment of water rights between City, Wild River Orchards, Inc. and Del Rio Vineyards, LLC and authorizing the City Manager to execute same.

ATTACHMENTS:

1. Reso Approving Water Rights Assignment Agreement

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ASSIGNMENT OF WATER RIGHTS AGREEMENT BETWEEN CITY, WILD RIVER ORCHARDS, INC AND DEL RIO VINEYARDS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

RECITALS:

- A. On April 7th, 2004, Wild River executed a “Water Right Sale Agreement” with the City. Pursuant to the Water Right Sale Agreement, Wild River transferred its water rights to the City, which thereafter converted them for municipal purposes. Wild River at the same time secured irrigation water from the U.S. Bureau of Reclamation from its Lost Creek Reservoir to enable continued irrigation of the subject property. In exchange for the water rights, the City is obligated to pay to Wild River and its successors and assigns the yearly charges resulting from the Contract for Water Services for the initial term of the Contract for Water Services, which is the period of 2005 through 2045. All of the obligations of the Parties under the Water Right Sale Agreement have been fulfilled or satisfied, except for the City’s obligation to reimburse Wild River and its successors and assigns for the yearly charges it pays associated with the initial term of the Contract for Water Services and the associated Attorney Fee and Notice clauses.
- B. Wild River has entered into a Real Estate Sales Agreement dated July 30th, 2021, whereby Wild River has agreed to sell the subject property to Del Rio. As part of that agreement, Wild River will assign its water rights to Del Rio Vineyards.
- C. Under the terms of the Water Right Sale Agreement, the City remains obligated to reimburse Wild River’s successor, Del Rio, for the yearly charges associated with the Replacement Contract for Water Services for years 2021 through 2045.
- D. The parties have negotiated an Assignment Agreement in which the City consents to consent to the assignment and acknowledges the City’s obligation to continue the annual payments through 2045.

The City of Central Point resolves:

Section 1. The attached Assignment Agreement – Water Right Sale Agreement (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 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 October, 2021.

Mayor Hank Williams

ATTEST:

City Recorder

Exhibit A to Resolution

Assignment Agreement

Water Right Sale Agreement

THIS ASSIGNMENT AGREEMENT (“Agreement”) is executed by Wild River Orchards, Inc., an Oregon corporation (herein “Wild River”), and Del Rio Vineyards, LLC, an Oregon limited liability company (herein “Del Rio”), hereinafter collectively called the “Parties”, for themselves, their successors, grantees, and assigns.

Recitals

A. Wild River is the record owner of certain real property located in Jackson County, Oregon, commonly known as Township 36 South, Range 2 West, Section 11, Tax Lots 401, 501, and 1801 (herein the “subject property”).

B. On April 7th, 2004, Wild River executed a “Water Right Sale Agreement” with the City of Central Point, Oregon (the “City”), a copy of which is attached hereto as **Exhibit “A”**. Pursuant to the Water Right Sale Agreement, Wild River transferred its water rights to the City, which thereafter converted them for municipal purposes. Wild River at the same time secured irrigation water from the U.S. Bureau of Reclamation from its Lost Creek Reservoir to enable continued irrigation of the subject property pursuant to the Lost Creek Reservoir Contract for Water Services #059E101522 (“Contract for Water Services”). In exchange for the water rights, the City is obligated to pay to Wild River and its successors and assigns the yearly charges resulting from the Contract for Water Services for the initial term of the Contract for Water Services, which is the period of 2005 through 2045. All of the obligations of the Parties under the Water Right Sale Agreement have been fulfilled or satisfied, except for the City’s obligation to reimburse Wild River and its successors and assigns for the yearly charges it pays associated with the initial term of the Contract for Water Services and the associated Attorney Fee and Notice clauses.

C. The Parties have entered into a Real Estate Sales Agreement dated July 30th, 2021, whereby Wild River has agreed to sell the subject property to Del Rio. After closing, the Parties will cooperate with each other such that a Water Services Contract in the name of Del Rio will be issued by the Bureau of Reclamation to replace Contract No. 059E101522 (the “Replacement Contract for Water Services”). The Parties hereto and the City acknowledge and agree that the City will remain obligated under the terms of the Water Right Sale Agreement to reimburse Del Rio for the yearly charges

associated with the Replacement Contract for Water Services for years 2021 through 2045.

D. The Parties desire to enter into this Agreement, and obtain the City's agreement and consent to the form and terms of this Agreement to ensure that the City's obligation under the terms of the Water Right Sale Agreement to reimburse Del Rio the yearly charges associated with the Contract for Water Services applies to the yearly charges associated with the Replacement Contract for Water Services, and that after the transfer of the subject property from Wild River to Del Rio, the City will be obligated to reimburse Del Rio for all of the yearly charges associated with the Replacement Water Services Contract for the years 2022 through 2045 ("City's Reimbursement Obligation").

Agreement

NOW THEREFORE, for valuable consideration, the Parties agree as follows:

1. Recitals. The above-stated Recitals are incorporated herein and deemed a material part of this instrument.

2. Effective Date. This Agreement is made concurrently with and as an incident to the conveyance by Wild River of the subject property to Del Rio. This Agreement will become effective when Del Rio receives title to the subject property.

3. Assignment. Wild River hereby sells and assigns to Del Rio, without representation or warranty, all its rights to the City's Reimbursement Obligation contained in the Water Right Sale Agreement. Wild River will deliver to the City a copy of this Agreement so that future notices concerning the Water Right Sale Agreement are directed to Del Rio at the following address:

Del Rio Vineyards, Inc.
Attn: Robert Wallace
P.O. Box 906
Gold Hill, Oregon 97525

The Parties agree to execute other documents, including an amendment to the [Contract for Water Services](#), as reasonably necessary to conclude this Agreement .

4. Acceptance of Assignment of City's Reimbursement Obligation. Del Rio hereby accepts the assignment of Wild River's rights to the City's Reimbursement Obligation under the Water Right Sale Agreement.

5. Miscellaneous.

5.1 Attorney Fees. If any suit or action is filed by any party to enforce this instrument or otherwise with respect to the subject matter of this instrument, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court or arbitrator, and if any appeal is taken from the decision of the trial court or arbitrator, reasonable attorney fees as fixed by the appellate court.

5.2 Applicable Law and Venue. This instrument has been entered into in the State of Oregon and the subject property is located in the State of Oregon. The laws of the State of Oregon will be used in construing this instrument and enforcing the rights and remedies of the Owners. Venue will be in Jackson County, Oregon.

5.3 Waiver. A provision of this instrument may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this instrument shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this instrument shall not operate as a waiver of such provision or any other provision.

5.4. Time. Time is of the essence for the performance of all obligations set forth in this instrument.

5.5. Construction. This instrument will not be construed more strictly against one party than against the other merely because it may have been prepared primarily by counsel for one of the Parties.

5.6. Counterparts. This instrument may be executed in any number of counterparts, each of which will constitute an original, but all of which, taken together, will constitute but one and the same instrument. For the purposes of this Agreement, a facsimile or electronic copy of a signature shall have the same force and effect as an original signature.

5.7. Amendment. This Agreement may be amended only by written instrument executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this instrument on the dates set forth below:

WILD RIVER ORCHARDS, INC.

Dated: _____

By: Michael Naumes
Its: President

DEL RIO VINEYARDS, LLC

Dated: _____

By: Robert Wallace
Its: President

AGREEMENT AND CONSENT TO ASSIGNMENT: Effective as of the Effective Date, City hereby (a) consents to the assignment effected hereby; (b) acknowledges the accuracy of Section (b) of the Recitals set forth in the above Agreement; (c) agrees to recognize Del Rio as the payee under the Water Right Sale Agreement and thereby establish direct privity of contract with Del Rio; and (d) acknowledges that the City is obligated to Del Rio under Section 6 of the Water Right Sale Agreement to reimburse Del Rio for the yearly payments due under the Replacement Water Services Contract for years 2021 through 2045. In addition, the City acknowledges that upon the transfer of the subject property to Del Rio, Sections 6, 10 and 11 of the Water Right Sale Agreement remain in effect with Del Rio Vineyards, LLC substituted for Wild River Orchards, Inc., and any notice sent to Del Rio Vineyards, LLC pursuant to Section 10 shall be sent to the following address:

Del Rio Vineyards, LLC
P.O. Box 906
Gold Hill, OR 97525

CITY OF CENTRAL POINT

Dated: _____

By:
Its:

Attachment: Reso Approving Water Rights Assignment Agreement (1470 : Resolution Approving Water Right Assignment Agreement)



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Community Development
FROM:	Stephanie Holtey, Planning Director		
MEETING DATE:	October 14, 2021		
SUBJECT:	Planning Commission Report		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Not Applicable

The Central Point Planning Commission met at their regular meeting on October 5, 2021. There were two (2) discussion item on the agenda regarding to introduce cottage housing as a new housing type and to discuss a minor amendment to the Transportation System Plan Project No. 230. At the conclusion of the meeting, updates were given on development and the City's floodplain management program.

Cottage Housing

Planning staff provided an overview of cottage housing as a potential new housing type that could be allowed in low and medium density zones in the City. The purpose of adding cottage housing is to increase housing supply and affordability, while offering more housing options for singles, small families and seniors. As part of the introduction, planning staff briefly reviewed the key features of cottage housing, various code elements that are commonly applied in other communities that allow cottage housing developments, and examples of how the current regulations currently preclude this type of development.

Planning Commission members engaged in the discussion offering feedback regarding the need for this housing type and how it could serve the city. Since this is a new housing type that is missing in the city currently, there was some uncertainty as to how to best craft regulations that will fit Central Point. A suggestion was also made to provide the Planning Commission a primer on planning and zoning to help Commissioners visualize the distribution of the City's zones and to understand what they are and how they influence the recommendations that they will ultimately make.

As part of the discussion and exploration of this housing type, Planning Commissioners were invited to a Cottage Housing Tour in Ashland on October 18, 2021. This will present an opportunity to see what two developments look like and to learn how changes in the City of Ashland's zoning code impacted the outcomes of each. This experience is expected to help inform future discussions as draft code language is prepared for Central Point.

Minor Transportation System Plan Amendment: Project No. 230

The Oregon Department of Transportation (ODOT) received grant funding approval through the All Roads Transportation Safety (ARTS) program to construct improvements at the intersection

of Scenic Avenue and Highway 99. The project will involve installing a signal and applying a road diet from the City's jurisdictional boundary just south of the intersection to Exit 35. A Minor Comprehensive Plan Amendment is needed to the Transportation System Plan (TSP) to add the road diet to the project in order to receive funding.

Planning Commissioners discussed the project concept and expressed agreement that safety improvements are needed at the intersection. However, there were questions and concerns about the impact that a road diet could have on the community as a result of decreased road capacity to accommodate traffic during times of emergency, as well as impacts from increased traffic volume due to the connection of 140 to Highway 62. Planning staff recommended that the Planning Commission direct staff to schedule a public hearing and initiate the process of providing notice to affected agencies and the public. The Planning Commission agreed that initiating the public process would allow for technical input on the application as necessary to make a recommendation to the City Council.

Development Update

Staff provided an update on development activity during the month of September. The same report was provided at September 23, 2021 City Council meeting.

Flood Program Update

Planning staff provided an update on changes to flood insurance rating. He noted that the Federal Emergency Management Agency (FEMA) is phasing in changes that will make it possible to get a more accurate understanding of flood risk for structures in the community. Instead of focusing on flood zone and the lowest floor height, the new rating methodology will include a broad range of factors, including but not limited to type of flooding, distance from the flooding source, first flood height relative to the flooding source, etc. Based on preliminary information, almost half of Central Point residents are expected to see a decrease in their monthly premiums. A little more than half will see between a \$0 - \$10 increase per month and 1% is expected to see an increase of up to \$20 per month.

It was noted that the City is currently in the process of going through an audit for the Community Rating System (CRS). This program provides automatic discounts on flood insurance to Central Point residents. This program will become increasingly important under the new rating model, which accounts for mitigation actions that reduce flood risk. A future update will inform Planning Commissioners of the CRS audit outcome, as well as more information about flood insurance changes as we learn more.



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:	October 14, 2021		
SUBJECT:	Annual Storm Water Quality Report		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Approval

BACKGROUND INFORMATION:

The City assumed administration and oversight over the Storm Water Quality program from Rogue Valley Sewer Services (RVSS) in early 2019. Each year since Public Works has performed an annual review of our Storm Water Quality Program. Staff will present a PowerPoint presentation showcasing the program's projects, successes, and future at the October 14th City Council meeting.

The City has also submitted an application to the Oregon Department of Environmental Quality (DEQ) for the 1200-CN program. This program allows the City to inspect all projects under 5 acres in size. We were informed last month that we had been granted that approval.

Unfortunately, the actual permit is still under review by the state, and until that new permit is issued/finalized, we remain limited on the size of projects that we are allowed to inspect and review. We hope that the new permit/regulations will be adopted by early 2022. Currently, the City can issue permits for projects that are less than one acre in size.

Our current program is a three-pronged approach. Administrative duties of the overall program are conducted by the Environmental Services Coordinator, Mike Ono. Additionally, Mike facilitates the salmon watch program and provides interagency coordination. Furthermore, the engineering review process is conducted by our contract engineer with RH2, Tyler Duncan. Tyler reviews all new projects and serves and leads engineers on most of the City Capital Improvement Projects. Lastly, Mike Blake handles all day-to-day inspection and enforcement

in the field. Mike is at job sites daily and also comes in during off-hours depending on the amount of rainfall. Mike is readily available to his contractors and provides a consistent approach.

Mike Ono will be presenting at the Council Meeting.

FINANCIAL ANALYSIS:

Similar to Rogue Valley Sewer Services (RVSS), the City of Central Point does not collect a fee for erosion control projects that are less than one acre in size. However, once we begin reviewing and inspecting projects between one and five acres, we will adopt a new fee scheduled. Currently, RVSS's fees for projects of this size and nature are as follows:

- Projects disturbing 5 acres or more: Permit Application fee and 1st year annual fee is \$2,734 (effective November 1, 2021).
- Projects disturbing 1 to 4.99 acres: Permit Application and 1st year annual fee is \$1,500.
- Projects disturbing >5 acres renew through DEQ at their current rates.
- Projects disturbing 1 to 4.99 acres will be invoiced by RVSS for the annual permit renewal fee of \$750.

In addition to erosion control projects, I ha

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

2040 Strategic Plan

Strategic Priority: Community Investment

GOAL 4 - Manage growth to provide places that are timeless and loved by the community.

STRATEGY 1 – Engage the community in placemaking focus groups to learn what characterizes places that are distinctly Central Point and desirable as growth occurs in the Urban Growth Boundary.

STRATEGY 2 – Continually monitor and update the community's land use to reflect the community's preferences for how new growth areas will look, feel, and function. (As the City

grows in response to market demand, this supports the creation of urban form and architectural character informed by the community's vision for its future.

STRATEGY 3 – Provide a professional land development review process that is efficient, collaborative, and solution-oriented.

STRATEGY 4 – Develop a toolkit of incentives to leverage in exchange for more desirable community places that provide public amenities associated with needed housing, employment, and other services, including but not limited to: public plazas, open space, parks, affordable housing, value-added design to attract professional office and other uses that provide more living-wage jobs).

STRATEGY 5 – When developing new parks or updating features of our older parks, involve the community in these planning efforts so that these facilities meet the needs of our citizens. Each park should reflect the individual character of the neighborhood in which they reside. Continually reevaluate the needs of our community in terms of parks and facilities.

STAFF RECOMMENDATION: Review the project information in attached PowerPoint Presentation.

RECOMMENDED MOTION: N/A
