

**Central Point
City Hall
541-664-3321**

City Council

Mayor
Hank Williams

Ward I
Bruce Dinger

Ward II
Michael Quilty

Ward III
Brandon Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez
Kelly Geiger

Administration
Chris Clayton, City
Manager
Deanna Casey, City
Recorder

**Community
Development**
Tom Humphrey,
Director

Finance
Steven Weber,
Director

Human Resources
Elizabeth Simas,
Director

**Parks and Public
Works**
Matt Samitore,
Director

Police
Kris Allison Chief

**CITY OF CENTRAL POINT
City Council Meeting Agenda
March 22, 2018**

Next Res. 1531
Next Ord. 2044

I. REGULAR MEETING CALLED TO ORDER – 7:00 P.M.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC APPEARANCES – *Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization.*

V. CONSENT AGENDA

Page 2 – 7 A. Approval of March 8, 2018 City Council Minutes
8 - 11 B. Approval of 2018 Surplus List

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. PUBLIC HEARING

13 - 15 A. Public Hearing - Resolution No. _____, A Resolution of the City of Central Point Approving a 2017/2019 Supplemental Budget for Funding the Beebe-Hamrick Signal Design (Samitore/Webber)

VIII. ORDINANCES, AND RESOLUTIONS

18 - 27 A. Resolution No. _____, Authorizing the City Manager to Negotiate for and Execute a Professional Services Agreement with ORW Architecture for the Purpose of Designing City Council Chamber Upgrades (Clayton)

29 - 34 B. First Reading, Ordinance Amending the Central Point Municipal Code creating Chapter 2.05 Rules of Conduct at City Meetings (Dreyer)

IX. BUSINESS

36 - 40 A. Request to Increase Red, White, and Boom Sponsorship (Clayton)

X. MAYOR’S REPORT

XI. CITY MANAGER’S REPORT

XII. COUNCIL REPORTS

XIII. DEPARTMENT REPORTS

XIV. EXECUTIVE SESSION

The City Council may 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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

XV. 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 at: 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

Consent Agenda

**CITY OF CENTRAL POINT
City Council Meeting Minutes
March 8, 2018**

I. REGULAR MEETING CALLED TO ORDER

Mayor Williams called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL: Mayor: Hank Williams
Council Members: Allen Broderick, Bruce Dingler, Brandon Thueson, Tanea Browning, Rob Hernandez, Kelly Geiger, and Mike Quilty were present.

City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore; IT Director Jason Richmond; and City Recorder Deanna Casey were also present.

IV. PUBLIC APPEARANCES - None

V. CONSENT AGENDA

- A. Approval of February 22, 2018 City Council Minutes
- B. Accepting Written Correspondence Received regarding CP-2B
- C. Proclamation of Support for National Park System

Kelly Geiger moved to approve the consent agenda as presented. Rob Hernandez seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Kelly Geiger, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

VI. ITEMS REMOVED FROM CONSENT AGENDA - None

VII. ORDINANCES AND RESOLUTIONS

- A. Second Reading, Ordinance No. 2043, An Ordinance Updating and Adopting the Central Point Comprehensive Plan Land Use Element (2018-2038)**

Community Development Director Tom Humphrey briefly explained that at the first reading of the Ordinance there were a few inconsistencies and corrections discussed. Those changes have been incorporated into the final document for adoption tonight.

Those changes are:

- Summary Corrected: revised text to agree with Figure 1.2
- Activity Centers Map, figure 2.2 added for Activity Centers and text references corrected
- Section 2.6, internal cross references corrected

- Tables 5.2 and 9.1 updated, projected Urban Use needs corrected to be consistent with Housing and Economic Elements. Text and references to these tables corrected
- Figure 5.1 Land Use Plan Map, Neighborhood commercial category clarified
- Residential Land Use Tables Updated, Tables 6.1; 6.2; and 6.4 revised to reflect proper minimum and maximum densities
- Overlay District Map, figure 8.1 removed east-west airport approach

Michael Quilty moved to approve Ordinance No. 2043, An Ordinance Updating and Adopting the Central Point Comprehensive Plan Land Use Element (2018-2038). Brandon Thueson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Kelly Geiger, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

B. Resolution No. 1527-B, A Resolution of the City of Central Point Amending Miscellaneous Water Fee Schedule to Prohibit Bulk Water Sells Except for Construction, Public Works, or Special Events Effective April 9, 2018 or Until the Jackson County Bulk Water System is Operational, Which Ever Occurs Later

Parks and Public Works Director Matt Samitore explained that the City has historically provided water for bulk water haulers. These companies resell their water in a variety of ways. Originally the city set up the program to help people with dry wells, bad wells, holding tanks, pools, and most recently agricultural use.

The Council has discussed the issue of providing municipal water for agricultural reasons and are not in favor of continuing that practice. There are a variety of issues using a city fire hydrant to fill these tanks including backflow prevention, hammering of the water system and inadequate training for those filling the trucks. It was also noted that if we discontinue this practice the city will need to find a way to keep the water in these locations moving through the system either by encouraging water service to properties or by flushing the lines on a regular basis.

Jackson County is in the final phases of a new bulk water station located on Antelope Road, only 1.5 miles from Central Point hydrants. Bulk water haulers generated \$26,558 in sales during the 15/16 FY and \$32,614 in the 16/17 FY. This revenue is less than 1% of our water budget.

Mayor Williams asked if anyone from the audience would like to comment.

Jim Willingham, Brownsboro Road, Eagle Point

Mr. Willingham stated that he is the owner of Maries Water Service and they have been using the Central Point hydrants since 1997. When he purchased the business the city signed an agreement that they would not shut off the water to his business. He is concerned about the lines and the cost to his customers if he is forced to fill his trucks with water from the County. He thinks that the City should grandfather Maries Water Service in and continue to sell them water.

Joseph Winningham, S. Shasta, Eagle Point

Mr. Winningham is concerned about the lines that will be caused because all the water haulers in the valley will be forced to one location. It will be time consuming and inconvenient to their clients who need water.

The City Attorney explained that if there is an agreement there is a possibility it could be grandfathered in. This is the first time staff has heard about a possible agreement regarding bulk water sales. If Mr. Winningham can produce the agreement we will consider allowing the sale to continue.

Mr. Samitore stated that the proposed resolution limits the sale of bulk water to city projects, special events or construction-related purposes.

Council would like to make sure that the Jackson County bulk water station on Antelope Road is working before the resolution goes into effect.

Rob Hernandez moved to approve Resolution No. 1527-B, A Resolution of the City of Central Point Amending Miscellaneous Water Fee Schedule to Prohibit Bulk Water Sells Except for Construction, Public Works, or Special Events Effective April 9, 2018 or Until the Jackson County Bulk Water System is Operational, Which Ever Occurs Later. Tanea Browning seconded. Roll call: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Brandon Thueson, yes; Kelly Geiger, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

C. Resolution No. 1528-B, A Resolution Authorizing the City Manager to Sign Local Agency Agreement 32546 with the Oregon Department of Transportation for Improvements to Freeman Road at East Pine Street

Mr. Samitore explained that the City, Jackson County and ODOT requested a grant to improve safety for bicyclists from 7th Street to the off-ramp on East Pine Street. The grant would be for improvements to sidewalks and repaint/repave the asphalt to incorporate an enhanced bike lane. The current design focuses on reducing the third eastbound travel lane until past Freeman Road, however it has been determined this option is off the table because of the need for all of the travel lanes. If Council agrees to the grant, staff will bring back options before construction commences.

The City is required to build the project if we sign the proposed agreement. If for some reason we cannot design a workable solution for that area we would be responsible for all the costs spent on the design. Staff expects the design to cost no more than \$20,000.

There was discussion in regards to options available for the off-ramp configuration or a pedestrian bridge added to the north side of the overpass. We do not expect our I-5 overpass to be redesigned or rebuilt in the near future. We will be allowed time to work out possible solutions before construction would begin. This is a great opportunity to review and design this project but we do not intend to spend more money than what the grant provides.

Rob Hernandez moved to approve Resolution No. 1528-B, A Resolution Authorizing the City Manager to Sign Local Agency Agreement 32546 with the Oregon Department of Transportation for Improvements to Freeman Road at East Pine Street. Brandon Thueson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Kelly Geiger, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

VIII. PUBLIC HEARING

A. Resolution No. 1583-B, A Resolution of the City of Central Point Approving a 2017/2019 Supplemental Budget for Funding a Police Officer Position

Finance Director Steven Weber explained that the Budget Committee discussed hiring additional police officers during the 2017-19 budget presentation; however, it was decided to wait until the next budget unless other funding sources were identified.

The city has received \$45,825 from the City of Lake Oswego as a reimbursement of a portion of city costs for training an officer that joined the Lake Oswego Police Department and \$52,320 in Marijuana Tax proceeds from state tax collections.

The proposed resolution identifies these revenues and moves them to cover the cost of one additional Police Officer. These funds are a one-time revenue source. The City will budget for this position in the next budget cycle. The city had already planned to discuss an additional officer for the 2019-21 budget.

Mr. Weber explained that this is a public hearing and was noticed according to ORS 294.471.

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

Mike Quilty moved to approve Resolution No. 1583-B, A Resolution of the City of Central Point Approving a 2017/2019 Supplemental Budget for Funding a Police Officer Position

IX. MAYOR'S REPORT

Mayor Williams reported that he attended the Medford Water Commission meeting.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- We will be having League of Oregon Cities Training in Central Point on June 18th. They will provide training on Oregon Land Use and how to be a responsible public official. We plan to send invitations to other public officials in the area.

- There has been a lot of press recently regarding Rogue Disposal and the changes to their recycling program. The city plans to help education the public on those changes.
- There will be an additional delay on the Twin Creeks Rail Crossing. Several utility companies need to move or bury their lines.
- He has asked the School District to address the Council in regards to their proposed School Bond at a future meeting.
- Central Point and several other cities have been asked to help with the Gold Hill situation. Central Point and Rogue River have provided help in the past. He has provided their Mayor with several recommendations for getting help.

XI. COUNCIL REPORTS

Council Member Michael Quilty reported that:

- He reviewed the flood maps provided by the Army Corps of Engineers.
- He attended the Hard Hat Hello for Pear Valley Apartments.
- He attended an RVMPO meeting.
- Met with Greg Holms and Alexis Biddle from 1000 friends where they discussed the local marijuana issues.
- He will be going to Salem tomorrow to attend a Transportation Planning group meeting.
- He will be going to a NW Transportation Conference at Oregon State to work on transportation projects for staff.

Council Member Tanea Browning reported that:

- She attended the Hard Hat Hello for Pear Valley Apartments on February 24th. She was please at the attendance by both the business community and the residents of Twin Creeks.
- She attended the RVCOG meeting.
- She attended the American Water Works Association competition today for the best tasting water. She is very impressed by the talent we have working for the City. Our Public Works Customer Service Technician Mike Blake has invented a unique tool for reading water meters.

XII. DEPARTMENT REPORTS

Community Development Director Tom Humphrey reported that:

- We will be having a contracted building inspector while the Building Official is out of the office for two weeks.
- There will be an AARP Conference in Medford to discuss Small Housing.

Police Chief Kris Allison reported that:

- CSO Randy Clark and his team have been working on cleaning up the Greenway on the north side of E. Pine Street. We were finally given approval by the County and have been doing sweeps and clean up in the area.
- The department is working with emergency notification personnel trying to work out a notification for the homeless camps along the greenway in case of Bear Creek flooding.
- March 17th will be a busy day for the department. There is a memorial service for former Police Chief Laddy Hancock, a funeral service for the Ashland

officer who died while on duty, the Oregon Cheese Festival is that weekend, the Shamrock Run and a Birthday Party at the Police Department.

- She has been working with the School District regarding parking for the Country Crossings event. We will be recommending a drop off and pick up zone that is convenient which will hopefully reduce the need for attendees to park.

Parks and Public Works Director Matt Samitore reported that:

- Staff has been working on parking issues in regards to the Country Crossings event. They have said that they do not plan to provide parking during the event, but the school district has agreed to use the parking lots at several of the schools in town. At this time they are not planning on having shuttle service from the parking to the event. We will be working on safe pedestrian traffic routes. There was discussion regarding the event and what the city will be doing to prepare this year.
- The Twin Creeks Rail Crossing will be delayed for a few weeks while plans are reviewed. During this time the utility companies will be relocating their lines.
- He will schedule a time for our Public Works Customer Service Technician to bring in his invention for reading water meters.

XIII. EXECUTIVE SESSION - None

XIV. ADJOURNMENT

Mike Quilty moved to adjourn, Kelly Geiger seconded, all said “aye” and the Council Meeting was adjourned at 8:35 p.m.

The foregoing minutes of the March 8, 2018, Council meeting were approved by the City Council at its meeting of March 22, 2018.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder



City of Central Point
Staff Report to Council

ISSUE SUMMARY

MEETING DATE: 3-21-2018	STAFF MEMBER: Matt Samitore
SUBJECT: 2018 Surplus Inventory	DEPARTMENT: Public Works
ACTION REQUIRED: <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input type="checkbox"/> Ordinance 1 st Reading <input type="checkbox"/> Ordinance 2 nd Reading <input type="checkbox"/> Resolution <input type="checkbox"/> Information/Direction <input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Other	RECOMMENDATION: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not applicable Comments: Seeking Approval for the 2018 surplus inventory to send to auction, donation or scrap.

BACKGROUND INFORMATION:

Attached is the list of surplus from new purchases and consolidations across all departments from March of 2017 through March 2018. We have reached out to the School District and Fair-Expo to see if they would want any of the times and have not heard back from this at this point, so no items are being donated at this time.

FINANCIAL ANALYSIS:

This would be added as miscellaneous revenue.

LEGAL ANALYSIS:

Not applicable.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approving the surplus list.

RECOMMENDED MOTION:

Approve the 2018 surplus list.

ATTACHMENTS:

List of items and equipment for the 2018 surplus inventory.

SURPLUS LIST 2018

Item #	Qty	Make/Model	Description	Dept	Reason	Method of Disp.	Est. Value
	1	Custom	Full Size Headache Rack with lights	PW	Replaced		\$100
	1	Stanley HS-6000	Backhoe Compactor	PW	Not Used		\$200
	16	Astra 6753i	phones	IT	Replaced		\$300
	3	Shindaiwa	Backpack Blower	P&R	Replaced		\$150
	68	Intertel 550	phones	IT	Replaced		\$300
	7	Intertel 660	phones	IT	Replaced		\$300
	1	Hustler #928945	Powered Grass Catcher	P&R	Not Used		\$300
	1	ExMark #UV60C	Powered Grass Catcher	P&R	Not Used		\$300
	1	ExMark Phazer	36" Industrial Zero-Turn mower	P&R	Replaced		\$800
	2	CP	90lb Pneumatic Jack Hammer	PW	Replaced		\$100
	1	Flint	Automatic Handheld Torch	PW	Not Used		\$150
	1	Custom	5'x8' Utility trailer (Broken Welds)	P&R	Unsafe		\$450
	1	Rack-It	Full Size Short Bed Ladder Rack	P&R	Replaced		\$300
	1	Weatherguard	L- Shaped Steel Transfer Tank	PW	Not Used		\$350
	1	Weatherguard	Full Size Crossover Tool Box	PW	Replaced		\$200
	1	Custom	wooden bookshelf	P&R	Not Used		<\$100
	1	None	chair	P&R	Replaced		<\$100
	1	Shindaiwa	Weed Trimmer	P&R	Replaced		<\$100
	1	Custom	6' Wood Desk	PW	Replaced		<\$100
	1	Hon	4' File Cabinet	PW	Replaced		<\$100
	1	Custom	5' Valve Wrench	PW	Not Used		<\$100
	1	Custom	Old Playground Safety Sign	P&R	Replaced		<\$100
	1	Draper Diplomat	Poratble 8' Projector Screen	P&R	Not Used		<\$100
	2	Impact	Portable Flag Bases	P&R	Not Used		<\$100
	1	Manitowoc	Series 150 Ice Machine	P&R	Not Used		<\$100
	1	None	Galvanized Picnic Bench Mount	P&R	Not Used		<\$100
	1	BCS	Precision Cultivator	P&R	Not Used		<\$100
	1	HSM	Shredder	PD	Not Used		<\$100
	3	None	5' Steel Desk	PW	Replaced		<\$100
	35	Signature Fencing	126"x44" PVC Field Fencing/Barrier	P&R	Not Used		<\$100
	1	None	48" Dethatcher	P&R	Not Used		<\$100
	3	None	8' Benches	P&R	Not Used		<\$100
	1	Shindaiwa	Weed Trimmer (incomplete)	PW	Not Used		<\$100

Item #	Qty	Make/Model	Description	Dept	Reason	Method of Disp.	Est. Value
	2	None	6' Cubicle Partitions	PW	Not Used		<\$100
	2	DeeZee	Aluminum Flush Tool Box	PW	Not Used		<\$100
	1	Coastal	Aluminum Crossover Tool Box	PW	Not Used		<\$100
	1	NAPA 85-810	Portable Battery Charger	PW	Not Used		<\$100
	2	None	Rubber Manhole Shims	PW	Not Used		<\$100
	1	Riccar	Upright Vacuum	PW	Not Used		<\$100
	1	None	Composite Multi-Use Bollard Cover	PW	Not Used		<\$100
	1	Delta	Wheelwell Tool Box	PW	Not Used		<\$100
	1	None	Misc. Steel U-Bolts/Clamps	PW	Not Used		<\$100
	1	CAT Pumps	Piston Water Pump	PW	Not Used		<\$100
	1	Sears	3 Ton Extended Floor Jack	PW	Replaced		<\$100
	1	Custom	10-Bike Galvanized Bike Rack	P&R	Not Used		<\$100
	2	Custom	8' Aluminum Benches	P&R	Not Used		<\$100
	1	Sullair MBP30A	50lb Pneumatic Jackhammer	PW	Not Used		<\$100
	1	Custom	Full Size Headache Rack	PW	Not Used		<\$100
	1	Custom	Full Size Headache Rack	PW	Not Used		<\$100
	1	Custom	Full Size Headache Rack	PW	Not Used		<\$100
	1	Huntco	In-ground Bicycle Rack	PW	Not Used		<\$100
	1	Custom	Mailbox Mount	PW	Not Used		<\$100
	1	Werner	8' Fiberglass Ladder	PW	Replaced		<\$100
	1	Werner	12' Fiberglass Ladder	PW	Replaced		<\$100
	1	Office Depot	Office Chair	PW	Replaced		<\$100
	1		Misc. Small Parts	PW	Not Used		<\$100
	1		Misc. Hand Tools	PW	Replaced		<\$100
	1		Misc. Hoses and Hand Pumps	PW	Not Used		<\$100

Resolution

Supplemental Budget



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

ISSUE SUMMARY

<p>MEETING DATE: 3-22-2018</p> <p>SUBJECT: Supplemental Budget Funding the Beebe-Hamrick Signal Design</p>	<p>STAFF MEMBER: Matt Samitore</p> <p>DEPARTMENT: Public Works</p>
<p>ACTION REQUIRED:</p> <p><input checked="" type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Public Hearing</p> <p><input type="checkbox"/> Ordinance 1st Reading</p> <p><input type="checkbox"/> Ordinance 2nd Reading</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information/Direction</p> <p><input type="checkbox"/> Consent Agenda Item</p> <p><input type="checkbox"/> Other</p>	<p>RECOMMENDATION:</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not applicable</p> <p>Comments: Discussion and recommendation on funding supplemental budget for design work on change from Beacon to other option.</p>

BACKGROUND INFORMATION:

The City has planned for the construction of a new traffic signal or round-about at the intersection of Beebe and Hamrick Roads. The project has been in the City's Transportation System Plan since 2008 and in original plans for the development since 1999.

The City Budget has the project listed, but without a revenue stream to fund it. With the passage of the state transportation package the City is anticipating receiving an additional \$150,000 in funds in the 17-18 budget and \$300,000 in the 18/19 FY. These funds to be received were not budgeted at the time of the 2017-19 biennial budget.

Oregon Revised Statutes allows for changes to a budget when unanticipated events occur. More specifically, ORS 294.471 Supplemental budget in certain cases; no increase in property taxes permitted. (1) Notwithstanding requirements as to estimates of and limitation on expenditures, during the fiscal year or budget period for which the original budget was adopted, the governing body of a municipal corporation may make one or more supplemental budgets under any of the following circumstances: (a) An occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning; and (c) Funds that are made available by another unit of federal, state or local government and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period.

Council requested that City staff obtain public input on the intersection options. City staff sent notices to all residents of East Central Point requesting comments and held a meeting at the Citizens Advisory Committee. The meeting was very well attended. Staff presented the two options, either a roundabout or traffic signal, with the pros and cons of each. The overwhelming

response from the crowd was in favor of the traffic signal, but only when development actually occurs on the East side of Beebe Road.

This Resolution is to fund engineering and design of the signal upon approval of the supplemental budget. The City anticipates the engineering to cost \$50,000-\$100,000, depending on any right of way acquisition. Design will start in the summer and conclude before the new year 2018.

FINANCIAL ANALYSIS:

Staff would like to add the project as part of the supplemental budget for the FY 2018-19 budget to start engineering, design and any potential right of way or easement acquisition. This portion of the project is estimated to cost \$50,000-\$100,000. Construction budgeting would occur as part of the normal 2019-21 budget process.

LEGAL ANALYSIS:

Not Applicable

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Construction of the signal is part of the 2008 Transportation System Plan (TSP).

STAFF RECOMMENDATION:

Recommend approval of funding the design of the Beebe-Hamrick Signal.

RECOMMENDED MOTION:

Make a motion to approve Resolution ___ a Resolution of the City of Central Point Approving a 2017/19 Supplemental Budget for Funding the Beebe-Hamrick Signal Design.

ATTACHMENTS:

None.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CENTRAL POINT APPROVING A 2017/19
SUPPLEMENTAL BUDGET FOR FUNDING THE BEEBE-HAMRICK SIGNAL DESIGN

Recitals:

- A. The City of Central Point identified the Beebe-Hamrick Intersection as a needed improvement in the 2008 Transportation System Plan when warranted.
- B. Warrants for the signal will be met when development occurs west of the intersection.
- C. The 2018 State Transportation Funding package will provide an additional \$150,000 in additional funds for transportation projects within the City.
- D. ORS 294.471 allows the governing body to adopt a supplemental budget when certain conditions exist, such as an occurrence or condition was not known at the time the budget was adopted; a situation was not foreseen and requires prompt action; money is received that was not anticipated, or a request for services or facilities is received which will be paid by another entity and was not known at the time of the adoption of the budget.
- E. This public hearing met the noticing requirements contained in ORS 294.471 of being noticed at least 5 days prior to the meeting as it was posted on the City of Central Point website on March 14, 2018 and published in the Mail Tribune on March 17, 2018.

The City of Central Point resolves as follows:

Section 1. The City agrees to fund the design of Beebe-Hamrick Signal Design in Fiscal Year 2018/19.

Section 2. The supplemental budget shall be as follows:

	<u>Appropriation</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Adjusted Appropriation</u>
Street Fund		\$ 8,286,954	\$ 8,286,954	
State Gas Tax	\$2,138,960	\$ 100,000		\$ 2,238,960
Beebe/Hamrick Intersection	\$ -		\$ 100,000	\$ 100,000
Street Fund - Revised		\$ 8,386,954	\$ 8,386,954	

Passed by the Council and signed by me in authentication of its passage this _____ day of March 2018.

ATTEST:

Mayor Hank Williams

City Recorder

Resolution

Authorizing Agreement for Council Chamber Upgrades



City of Central Point
Staff Report to Council

ISSUE SUMMARY

<p>MEETING DATE: 3-22-2018</p> <p>SUBJECT: Authorize City Manager to negotiate for and execute a professional service agreement with ORW for architectural design services.</p>	<p>STAFF MEMBER: Chris Clayton, City Manager</p> <p>DEPARTMENT: Administration</p>
<p>ACTION REQUIRED:</p> <p><input type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing</p> <p><input type="checkbox"/> Ordinance 1st Reading</p> <p><input type="checkbox"/> Ordinance 2nd Reading</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information/Direction</p> <p><input type="checkbox"/> Consent Agenda Item</p> <p><input type="checkbox"/> Other</p>	<p>RECOMMENDATION:</p> <p><input checked="" type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input type="checkbox"/> Not applicable</p> <p>Comments: Approval of architectural services for council chamber/dais upgrades.</p>

BACKGROUND INFORMATION:

During the past several years the city has made some technology-related upgrades (audio/video enhancement) to the City's council chambers facility. The next set of suggested improvements involves a redesign and update of the council dais. Possible upgrades/changes will include additional seating for council and staff, council/staff video viewing option upgrades, and accessibility improvements.

FINANCIAL ANALYSIS:

The total facilities capital budget authority for the 2017-2019 fiscal cycle is \$100,000. As of January 31, 2018, 5.43% or \$5,430 of the 2017-2019 facilities capital budget appropriation has been expensed. Inasmuch as the not-to-exceed budget for the council chambers design project will be well within current budgetary parameters staff recommends this proceeding with this project.

LEGAL ANALYSIS:

Central Point Municipal Code (CPMC):

2.40.050 Public contracts--Authority of purchasing agent.

A. General Authority. The city manager shall be the purchasing agent for the city of Central Point and is hereby authorized to issue all solicitations and to award all city of Central Point contracts for which the contract price does not exceed one hundred fifty thousand dollars. Subject to the provisions of this chapter, the purchasing agent may adopt and amend all solicitation materials, contracts and forms required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code or otherwise convenient for the city of Central

Point's contracting needs. The purchasing agent shall hear all solicitation and award protests.

Attorney General Model Rules for Public Contracting:

Direct Appointment Procedure

(1) Contracting Agencies may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:

(a) Emergency. Contracting Agency finds that an Emergency exists; or

(b) Small Estimated Fee. The Estimated Fee to be paid under the Contract does not exceed \$100,000; or

Prior to execution of the professional services agreement associated with this project, the City Manager is mandated—by the Attorney General's model rules for public contracting—to require that any agreement with ORW contain a not to exceed cost for construction administration and a project timeline/schedule.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Goal 2- Provide high-quality facilities, parks, and open spaces that attract resident and non-resident use.

STAFF RECOMMENDATION:

Staff recommends approval of a resolution authorizing the city manager to execute a professional services agreement with ORW Architecture for the purpose of designing city council chamber upgrades.

RECOMMENDED MOTION:

I move to approve Resolution No. ____ a resolution authorizing the city manager to negotiate for and execute a professional services agreement with ORW Architecture for the purpose of designing city council chamber upgrades.

ATTACHMENTS:

1. ORW Design Proposal
2. City's Standard Professional Service Contract.
3. Associated Resolution.

March 8, 2018

Matt Samitore, Parks and Public Works Director
City of Central Point
Central Point, OR 97502

Re: Central Point City Council Dais – Design Services

Dear Matt,

From our recent meeting at City hall, the City would like the Council Chambers to be more accommodating for council, staff, and the public. We have studied the room and believe it can be significantly enhanced with a more functional dais that provides more space for all and minimizes construction costs.

The scope of work will include:

- Translating existing City-provided pdf drawings of the space into AutoCad and spot-checking measurements
- Exploring concept design with digital 3D model views and floor plan
- Review with you and the City Manager
- Construction documents suitable for bidding and construction

To draw the existing conditions, explore a concept design, and provide 3D views and a floor plan, we propose a fixed fee of \$5,050; to develop construction drawings for a pre-qualified bidder (materials called out on the drawings in lieu of a full specification), we propose an additional fee of \$4,800. Because construction administration could range from a very small to moderate level of service, we propose serving the bidding and construction phase on an hourly basis as needed. Please contact me if you have questions regarding our proposal. We are excited to begin work and can start right away.

Best Regards,



Dana Ing Crawford, AIA, LEED ap BD+C
Principal



**CITY OF CENTRAL POINT
PROFESSIONAL SERVICES CONTRACT**

[Insert Project Name Here]

This contract is made between the City of Central Point (City) and _____ (Consultant).

Consultant Information:

Full Legal name or business name: _____

Address _____ City: _____ Zipcode: _____

Telephone: _____ FAX: _____

City and Consultant agree:

1. **Services to be provided.** Consultant will provide to the City the services set forth in Exhibit B.
2. **Effective Date or Duration.** This contract is effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on *[Insert date here]*.
3. **Compensation.** City agrees to pay Consultant a sum not to exceed \$_____ for the services to be provided. A written approval in the form of an amendment of this contract will be obtained where there will be changes in the scope of work, amount of contract or time. Payment will be made:
 - Upon completion; or,
 - City shall pay Consultant for services and reimburse Consultant for expenses incurred by Consultant in performance of services in accordance with a payment schedule to be submitted by Consultant and accepted by City. No reimbursement will be made for expenses that are not specifically itemized in this payment schedule without prior approval by City. Consultant shall submit monthly invoices to City for Consultant's services within ten days after the end of the month covered by the invoice. Total payments under this contract or any amendments shall not exceed the sum specified in this section 3.
4. **Authorized Consultant Representative.** The authorized representative for Consultant is Jim Harper.
5. **Standard Contract Provisions.** Consultant shall comply with the City's Standard Contract Provisions for Professional Services as modified for this contract, a copy of which is attached as Exhibit A.

CITY OF CENTRAL POINT

CONSULTANT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SSN/Tax Id. No.: _____

CP Business License No.:

EXHIBIT A

**CITY OF CENTRAL POINT
CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES**

1. **Qualified Personnel.** Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the services required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
 - 1.1 **Standard of Care—Professional Services.**

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.
 - 1.2 **Reliance upon Information Provided by Others.**

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.
 - 1.3 **Consultant's Opinion of Costs.**

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.
2. **Contract Renewal.** The City shall have the option to renew this contract annually after the initial term has expired. Each renewal shall be with such modifications as may be agreed to by the parties in a written amendment of the contract, provided that the amendments made for any renewal term may not increase the total compensation to be paid to Consultant by more than 10 percent or increase the rate of compensation for any contract Service by more than 5 percent.
3. **Authorized Representative for City.** The City's authorized representative is either the City Administrator, the Public Works Director, or a duly authorized representative.
4. **Notices.** Any notice permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

Consultant: Authorized Representative named on pages 1 and 2 at address for Consultant listed on pages 1 and 2.

City: Authorized Representative (see section 3 of this page), 140 South Third Street, Central Point, Oregon 97502

Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

5. **Termination.** Notwithstanding any other provision to the contrary, this contract may be terminated as follows:
- 5.1. The parties, by mutual written agreement, may terminate this contract at any time.
 - 5.2. Either party may terminate this contract in the event of a breach of the contract by the other party.
 - 5.3. The City may terminate this contract at any time or for any reason, upon not less than ten days' notice in advance of the termination date.
 - 5.4. City may terminate this contract immediately upon Consultant's failure to have in force any insurance required by this contract.

Except as provided in section 6, in the event of a termination, City shall pay Consultant for work performed to the date of termination.

6. **Remedies.**

- 6.1. In the event of a termination of this contract by City because of a breach by Consultant, City may complete the Services either by itself or by contract with other persons, or any combination. Consultant shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in this contract. City may withhold payment of sums due Consultant for work performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Consultant against the costs and losses incurred by City.
- 6.2. The foregoing remedies provided to City for breach of this contract by Consultant shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Consultant's breach.
- 6.3. In the event of breach of this contract by City, Consultant's remedy shall be limited to termination of this contract and payment for work performed to the date of termination.
- 6.4. The Consultant shall be allowed to remedy a breach of this agreement by curing such breach or making reasonable progress toward its cure within 15 days after City has give written notice of alleged breach to Consultant.
- 6.5. The City shall be allowed to remedy a breach of this agreement by curing such breach or making reasonable progress toward its cure within 15 days after Consultant has given written notice of the alleged breach to the City or upon five days' notice if work under this Agreement has been suspended by either City or Consultant for more than 30 days in the aggregate.

7. **Records/Inspection.** Consultant shall maintain records of its charges to City under this contract for a period of not less than 3 (three) full fiscal years following Consultant's completion of this contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any of Consultant's records that relate to this contract. If any audit by City discloses that payments to the Consultant were in excess of the amount to which Consultant was entitled under this contract, Consultant shall promptly pay to City the amount of such excess. If the excess is greater than one percent of the contract amount, Consultant shall also reimburse City its reasonable costs incurred in performing the audit.

8. **Ownership of Work Product.** All work product of Consultant that results from this Agreement (the work product) is the exclusive property of City, once the Consultant has been paid for services rendered. City and Consultant intend that such work product be deemed "work made for hire" of which City shall be deemed the author. If for any reason the work product is not deemed "work made for hire," Consultant irrevocably assigns to City all its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Consultant shall execute such further documents and instruments as City may reasonably request in order to fully vest such rights in City. Consultant forever waives any and all rights relating to the work product,

including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The City agrees to hold harmless and indemnify the Consultant from any and all liability whatsoever, associated with any reuse of work products generated by this work project, beyond the original purpose intended by this contract.

9. **Indemnification.** Except for claims that relate to professional liability, Consultant shall defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this agreement). Consultant shall not be held responsible for damages caused by the negligence of City. If the claim or liability results from error or omissions in the products, results, analyses, opinions, recommendations, directions, designs, or other manifestation of Consultant's professional services, including any other professional act, error or omission that is subject to professional standards of care, the obligation of Consultant hereunder shall only exist to the extent of Consultant's negligence or willful misconduct.
10. **Workers' Compensation.** If Consultant will perform the work with the help of others, Consultant shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Consultant shall provide the City with such further assurances as City may require from time to time that Consultant is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.
11. **Insurance.** Consultant shall have and maintain the insurance policies specified below. Each policy of insurance shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Services. The adequacy of all insurance policies for compliance with this Section 11 shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the contract shall be cause for immediate termination of the contract by City.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon; and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require that Consultant increase the coverage limits of all liability policies by the amount of the increase in the statutory limit.

- 11.1. Commercial General Liability. Consultant shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, and as an annual aggregate, for bodily injury, personal injury or property damage. The policy shall have a contractual liability endorsement to cover Consultant's indemnification obligations under the contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Consultant's breach of policy provisions.
- 11.2. Workers' Compensation Insurance. Unless Consultant is exempt, Consultant shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Consultant shall provide City with such assurances as City may require from time to time that Consultant is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.
- 11.3. Comprehensive Automobile Liability. If Consultant will use a motor vehicle on a regular basis in the performance of the Services, Consultant shall maintain automobile liability insurance coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage for each motor vehicle owned, leased or operated under the control of Consultant for, or in the performance of, the services.

- 11.4. **Professional Liability.** If Consultant is required to be licensed by the State of Oregon to perform the Services, Consultant shall maintain a professional liability insurance policy with coverage limits of not less than \$1,000,000 per claim, and a deductible or self insured retention of not more than \$250,000 per claim to protect Consultant from claims by City or others for injury, loss or damage arising from or resulting from the wrongful or negligent performance or non-performance of, the Services. The policy shall contain an endorsement entitling City to not less than 60 days prior written notice of any material change, non-renewal or cancellation of such policy. This policy may be written on a "claims made" form, provided that continuous coverage is maintained to cover claims made within two years after completion of the Services.
12. **Assignment/Subcontracting.** Consultant shall not assign this contract, in whole or in part, or any right or obligation, without City's prior written approval. Consultant shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Consultant specified in this contract. Notwithstanding City's approval of a subcontractor, Consultant shall remain obligated for full performance of this contract and City shall incur no obligation to any subcontractor. Consultant shall indemnify, defend and hold City harmless from claims of subcontractors related to the performance of the Consultant's duties under this agreement.
13. **Independent Contractor.** Whether Consultant is a corporation, partnership, other legal entity or an individual, Consultant is an independent contractor. If Consultant is an individual, Consultant's duties will be performed with the understanding that Consultant is a self-employed person, has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Consultant; however, the nature of the services and the results to be achieved shall be specified by City. Consultant is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided in this contract.
14. **Compliance with Laws/Business License.** Consultant shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services, including, but not limited to those laws pertaining in nonresident contractors in ORS 279A.120 and all applicable provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.240. Consultant shall obtain a City of Central Point business license as required by the city municipal code prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on pages one and two of this contract.
15. **Governing Law.** This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between City and Consultant that arises out of or relates to performance of this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Jackson County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
16. **Attorney Fees.** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review.
17. **Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this contract. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.

EXHIBIT B

**[Insert Scope of Work]
SCOPE OF WORK**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE FOR AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ORW ARCHITECTURE FOR THE PURPOSE OF DESIGNING CITY COUNCIL CHAMBER UPGRADES

Recitals:

A. The City is looking to upgrade certain elements of Council Chambers. Specifically, it has been determined that additional seating for Council members and staff is necessary; council/staff video viewing upgrades are warranted; and the Chambers require some accessibility improvements.

B. The City has received a bid from ORW Architecture, pursuant to State Direct Appointment Procedure, and the bid for the work is well within the City's 2017-19 facilities capital budget appropriation to conduct the design work for such improvements.

C. The Council finds it is in the public interest to contract with ORW Architecture for the design of improvements to Council Chambers, including design, preparation of construction drawings, and construction administration and to authorize the City Manager to negotiate the necessary terms for such work, and execute the agreement.

The City of Central Point resolves as follows:

Section 1. The City is authorized to enter into a Professional Services Agreement with ORW Architecture for City Council Dais – Design Services.

Section 2. The City Manager or his designee is authorized to negotiate the terms of the Professional Services Agreement and to execute said agreement for Council Dais Design Services.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2018.

Mayor Hank Williams

ATTEST:

City Recorder

Ordinance

First Reading creating 2.05 Conduct at City Meetings



City of Central Point
Staff Report to Council

ISSUE SUMMARY

MEETING DATE: March 22, 2018	STAFF MEMBER: Sydnee Dreyer
SUBJECT: Amendment to CPMC Adding Chapter 2.05	DEPARTMENT: City Attorney
ACTION REQUIRED: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Ordinance 1 st Reading <input type="checkbox"/> Ordinance 2 nd Reading <input type="checkbox"/> Resolution <input type="checkbox"/> Information/Direction <input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Other	RECOMMENDATION: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not applicable Comments: Adding provisions to the municipal code to allow the City to use powers of ejection and/or exclusion to maintain decorum at public meetings.

BACKGROUND INFORMATION:

Though not a regular occurrence, the council requested staff provide further tools to manage difficult people or crowds at public meetings. Such rules were adopted, in part, within the Council rules of procedure, and Council directed that such rules be incorporated into the Municipal Code and be available for all City boards and commissions.

FINANCIAL ANALYSIS:

None.

LEGAL ANALYSIS:

Disruptive people can be removed from public meetings. However, the person must actually be disrupting the meeting. For example, individuals who refuse to sit down when their allotted speaking time has ended can be removed from a public meeting; persons who interrupt a meeting by repeatedly shouting out and yelling can be removed; and even individuals located in a different room than an actual public meeting who are protesting so loudly that it interferes with the meeting can be removed from the area. However, merely rolling ones eyes, sighing repeatedly, shaking one's head, is likely not an actual interference with the meeting.

Similarly, a person cannot be removed due to a symbolic gesture such as giving a Nazi salute, which though offensive to may not lead to ejection unless the symbolic gesture interrupts the meeting. The right to eject someone from a meeting, includes audience members. Hence audience members cannot be removed simply for wearing offensive clothing, unless that clothing interrupts the meeting. However, the City can adopt restrictions against carrying signs in meetings which is not content based.

The right to eject a person from a meeting may be based on disruptive behavior. In contrast, an order to exclude a person from future meetings for a designated period of time is subject to a higher level of scrutiny and may only be ordered upon evidence that the person poses a threat to public safety.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

None.

STAFF RECOMMENDATION:

Consider proposed amendment and 1) forward the ordinance to a second reading; or 2) make revisions and forward the ordinance to a second reading.

RECOMMENDED MOTION:

Move to second reading Ordinance No. _____ an Ordinance Amending the Central Point Municipal Code to Include Chapter 2.05 Regarding Rules of Conduct at City Meetings.

ATTACHMENTS:

Purposed Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CENTRAL POINT MUNICIPAL CODE CREATING
CHAPTER 2.05 RULES OF CONDUCT AT CITY MEETINGS**

RECITALS:

- A. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B. Upon review, the staff and City Attorney for the City of Central Point determined that amendments to the Central Point Municipal Code are necessary to ensure the City can preserve order and decorum at City meetings, and provide for due process for a person who may be subject to an exclusion order.
- C. Words ~~lined through~~ are to be deleted and words **in bold** are added.

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

SECTION 1. The Central Point Municipal Code is hereby amended to add Chapter 2.05 Rules of Conduct at City Meetings, to read as follows.

**Chapter 2.05
Rules of Conduct at City Meetings**

2.05.010 Purpose

2.05.020 Ejection from meetings

2.05.030 Exclusion from meetings

2.05.010 Purpose.

A. To preserve order and decorum, the presiding officer or designee may direct that any person who disrupts any Council or Commission meeting, or any person who engages in dangerous or threatening behavior, after first having been warned to cease and desist from such disruption or dangerous or threatening behavior, be ejected or excluded from Council Chambers or such other place as the Council or Commission may be in session.

B. For purposes of this Chapter, an ejection is an order made by the presiding officer to immediately leave the meeting, and an exclusion is an order made by a majority of the Council prohibiting a person from entering or remaining at future meetings for a specified period of time.

2.05.020 Ejection from meetings.

Ordinance No. _____ (032218)

A. The presiding officer or designee will give a warning to the person engaging in disruptive, dangerous or threatening behavior. If the person engaging in disruptive, dangerous or threatening behavior does not cease that behavior following the warning, the presiding officer or designee may issue an ejection. An ejection shall be for the remainder of the session at which the disruptive, dangerous or threatening behavior has occurred.

B. For purposes of this Section, a person disrupts a meeting of the Council or Commission if the person engages in any conduct that obstructs or impedes the orderly carrying on of the business of the meeting. Such conduct includes, but is not limited to: any conduct that substantially prevents any other person from hearing, viewing or meaningfully participating in the meeting including booing or speaking out from anywhere other than the designated podium; carrying or displaying signs; any conduct that substantially interferes with ingress or egress to or free movement within the Council Chambers or other meeting location; shouting over, or otherwise disrupting any person who is recognized by the presiding officer; any conduct that substantially interferes with City business conducted by City staff present at the session; or failure to obey any reasonable direction of the presiding officer.

C. A direction of the presiding officer is reasonable if it is reasonably related to maintaining order and decorum. A direction of the presiding officer is not reasonable if it is directed to the content of the speech or conduct which is, under the circumstances, protected by the federal or Oregon constitution.

D. For purposes of this Section, behavior is dangerous or threatening if a reasonable person, exposed to or experiencing such behavior, could believe that the person is in imminent danger of physical harm from the behavior. Notwithstanding the provisions of this Section, if the presiding officer reasonably believes that a person's dangerous or threatening conduct constitutes an emergency, the presiding officer is not required to give the person a warning before ordering the person ejected.

2.05.030 Exclusion from meetings.

A. If a person has previously been ejected for dangerous or threatening behavior before the Council or Commission within 1 year before the date of the present ejection, the person may be excluded from Council and/or Commission meetings for 30 days upon a finding by a majority of the Council that the person poses a threat to public safety. Written notice of such exclusion shall be given as provided in this Section.

B. If a person has been excluded from a Council or Commission meeting on one or more occasions within 1 year before the date of the present exclusion, the person may be excluded from Council and/or Commission meetings for 60 days upon a finding by a majority of the Council that the person poses a threat to public safety. Written notice of such exclusion shall be given as provided in this Section.

Ordinance No. _____ (032218)

C. Notice of Exclusion shall be mailed to the person at his or her last known address subject to the exclusion by registered and first class mail and shall be in substantially the following form:

NOTICE OF EXCLUSION

Dear [SIR/MADAM]:

You are hereby excluded from the following property: [LOCATION/ADDRESS] ("property").

This letter is to inform you of the conditions and processes associated with your Notice of Exclusion. This exclusion is effective as of [DATE TRESPASSED]. You are prohibited from entering the property for a period of [LENGTH OF EXCLUSION/HOURS/EVENT].

In order to facilitate necessary actions or protected activities, you may be permitted upon prior approval to enter the property by giving at least one business day advance notice to [EXCLUDING AUTHORITY]. This Notice of Exclusion is given pursuant to ORS 164.245, as well as Central Point Municipal Code Chapter 2.05.030(C). Your entry upon the property without express permission may result in adverse consequences including, but not limited to, initiation of civil or criminal proceedings against you.

Should you feel this Notice of Exclusion has been made in error, or you desire to contest this Notice of Exclusion, an appeal may be made to the City Hearings' Officer by filing a notice of appeal within 10 days from the date the Notice of Exclusion was mailed. Such Notice must be timely filed with the City Recorder, City of Central Point, 140 S. Third Street, Central Point, OR 97502. The exclusion from the property shall remain in effect pending your appeal. On appeal, evidence may be offered and arguments made before an impartial hearings officer. You are not entitled to court appointed counsel at that appeal, however, you may retain counsel at your own expense. The decision of the Hearings' Officer shall be final.

Should you choose to not to appeal, this exclusion will expire by its own terms on [DATE EXCLUSION ENDS].

[Signed by Person Authorized to Issue]

D. Notwithstanding any other provisions of this Section, the Hearings Officer's review of the question of whether the excluded person poses a threat to public safety based upon dangerous or threatening behavior shall be based upon the audio and video record of the meeting in which such dangerous or threatening behavior was found to have occurred, applying the criteria described in this Section, as well as any other relevant evidence submitted into the record. Under no circumstances shall the presiding officer or any member

Ordinance No. _____ (032218)

of the Council or Commission be compelled to testify at the hearing, or in any proceeding connected therewith. The exclusion shall be stayed upon the filing of the notice of appeal, but any stayed exclusion shall be counted in determining the length of any subsequent exclusion under this Section. If any exclusion is reversed on appeal, the effective periods of any exclusions that are not reversed shall be adjusted accordingly. If multiple exclusions issued to a person are simultaneously stayed, the effective periods for those which are affirmed shall run consecutively. The decision of the Hearings' Officer shall be the final decision of the City.

E. It shall be unlawful for any person to be in the Council Chambers or any other place where the Council or Commission is meeting, at any time during which there is in effect an ejection or an exclusion of the person from such Council or Commission meetings. Violation of an exclusion or ejection order constitutes a criminal trespass in the 2nd degree per ORS 164.245.

F. An exclusion issued under this Section does not affect or limit the right of the person excluded to submit written testimony or materials to the City recorder for inclusion in the record and for consideration by the Council or Commission, or otherwise lawfully to petition or seek redress from the City or its elected officials.

G. The provisions of this Section apply to any public meeting of a City board or commission. If a person engages in disruptive, dangerous or threatening behavior at a public meeting of a City board or commission, the presiding officer of such meeting may eject that person by applying the provisions of this Chapter.

SECTION 2. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Recitals A-B) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

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

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____ 2018.

Mayor Hank Williams

ATTEST:

City Recorder

Ordinance No. _____ (032218)

Business

Request to Increase Red, White and Boom Sponsorship



City of Central Point
Staff Report to Council

ISSUE SUMMARY

MEETING DATE: 3-22-2018	STAFF MEMBER: Matt Samitore
SUBJECT: Request to Increase Title sponsorship from \$16,500 to \$20,000	DEPARTMENT: Public Works
ACTION REQUIRED: <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input type="checkbox"/> Ordinance 1 st Reading <input type="checkbox"/> Ordinance 2 nd Reading <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information/Direction <input type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Other	RECOMMENDATION: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not applicable Comments: The Medford Chamber has requested for the first time an increase in the title sponsorship from \$16,500 to \$20,000.

BACKGROUND INFORMATION:

The City of Central Point has been the title sponsor for the Red, White and Boom Fireworks show for the past six years. The amount of sponsorship has not increased during the city's tenure as title sponsor. The Medford/Jackson County Chamber of Commerce, who controls and operates the Red, White and Boom event, has requested a \$3,500 increase to cover the cost of renting the fairgrounds and higher fireworks cost.

In an effort to justify the cost increase, the Chamber has put together a variety of advertising and branding strategies including permanent labeling on the Red, White and Boom webpage and on several digital advertising screens inside the amphitheater. In addition, there would be City logo on all banners and printed material.

FINANCIAL ANALYSIS:

The total tourism promotion budget authority for the 2017-2019 fiscal cycle is \$220,000. As of January 31, 2018, 38.9% or \$85,551 of the 2017-2019 tourism promotion budget appropriation has been spent. The City Enhancement fund (which includes tourism promotion) will be involved in a supplemental budget item later this year to add the cost of the \$18,000/per year added as a donation to St. Vincent Depaul. However, the \$3,500 potential increase to the city's sponsorship of Red, White and Boom will not require supplemental budget action.

LEGAL ANALYSIS:

Not applicable.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Goal 2- Build City pride and positive image.

Strategies: a. Create a brand and launch awareness campaign, articulate vision and mission, define values; b. Recognize the successes of Businesses, Citizens, and Government publicly; c. **Communicate and celebrate events**, honor our past and take pride in the future; d. Promote “healthy neighborhoods” by encouraging socioeconomic diversity. Design with health and safety in mind (i.e. Crime Prevention through Environmental Design) when making infrastructure improvements (including parks and schools); e. Review current codes in use for development and improvement. Revise as necessary to create “healthy neighborhoods”. Enforce codes in older established neighborhoods.

STAFF RECOMMENDATION:

Staff recommends approval of the funding request.

RECOMMENDED MOTION:

Authorize City Manager to spend an additional \$3,500 on title sponsorship for Red, White and Boom 2018.

ATTACHMENTS:

Medford/Jackson County sponsorship packet 2018



CELEBRATE THE 4TH WITH A BOOM!

RED WHITE AND BOOM! @The EXPO

Presented by The City of Central Point & The Chamber of Medford/Jackson County. Red, White and BOOM! brings our COMMUNITY TOGETHER!

Sponsorships are designed to help your business grow:

- Have direct access to over 5,000 attendees from Jackson and surrounding Counties.
- Engage, network with and impress attendees.

Whether you're seeking new business, looking to jump-start your existing business or hoping to grow your relationships with key firms a partnership with this signature event is your chance to leverage your membership and increase your brand awareness with our community.

2018 Sponsors Opportunities

\$20,000 Presenting Sponsor Sold to The City of Central Point

\$10,000 Platinum Sponsor

Online Level Recognition

- Business Review Recognition
- Business Profile Page
- Event Webpage Banner Ad (6 months)
- Logo on Event Webpage
- Logo and URL on The Weekly Announcement

Media Level Recognition

- Recognition in Commercial TV
- Recognition in Commercial Radio
- Recognition in Press Release
- Logo on Poster

On-Site Recognition

- Primary Location Banner Placement
- Logo on LED Screen (on stage)
- Exclusive Promotional Material
- VIP Tent Naming Right
- Logo on Show Highlights Map

VIP Access

- 20 VIP Parking Tickets
- 30 VIP Tent Tickets
- 50 Reserved Seating Tickets

Advertising Opportunities

- One Minute Ad Video Spot on LED Screen
- (1) Primetime, (3) Pre-show

Social Media Recognition

- Recognition Throughout 6 Week FB Campaign

\$750 INDEPENDENCE 8 AVAILABLE

- 2 VIP Parking Tickets, 4 VIP Tent Tickets, 8 Reserved Seating Tickets
- Logo on LED Screen

\$7,500 TITLE SPONSOR 1 AVAILABLE

Giveaways @entrance

- Online Recognition..... Business Review & Profile Page, Webpage, The Weekly
- Media Level Recognition Commercial TV & Radio, Press Release, Poster
- On-Site recognition Banner with Primary Placement, Logo on LED Screen
- VIP Access 10 VIP Parking Tickets, 20 VIP Tent Tickets, 30 Reserved Seating Ticket
- Advertising Opportunities 30 Second Ad Video Spot, LED Screen, Pre-Show
- Social Media Recognition 6 Week Campaign

\$5,500 PATRIOT SPONSOR 1 AVAILABLE

Giveaways @entrance

- Online Level Recognition Business Review & Profile Page, Webpage, The Weekly
- Media Level Recognition Commercial TV & Radio Press Release, Poster
- On-Site Recognition Banner with Primary Location Placement, Logo LED Screen
- VIP Access s 8 VIP Parking Tickets, 16 VIP Tent Tickets, 20 Reserved Seating Ticket
- Advertising Opportunities 30 Seconds Ad Video Spot, LED Screen, Pre-Show
- Social Media Recognition 6 Week Campaign

\$3,500 GOLD SPONSOR 6 AVAILABLE

- Online Level Recognition Logo in Business Review, Webpage, The Weekly
- Media Level Recognition Commercial TV & Radio, Press Release Poster
- Advertising Opportunities 5 Seconds Ad Video Spot, LED Screen, Pre-Show
- On-Site Recognition Banner with Secondary Placement, Logo LED Screen
- VIP Access 6 VIP Parking Tickets, 12 VIP Tent Tickets, 16 Reserved Seating Ticket

\$2,500 KIDS PLAY AREA 1 AVAILABLE

- Online Level Recognition ... Business Review & Profile Page, Webpage, The Weekly
- Media Level Recognition Commercial TV, Press Release & Poster
- On-Site Recognition..... Only Banner in Kids Area, Logo on LED Screen
- VIP Access 5 VIP Parking Tickets, 10 VIP Tent Tickets, 16 Reserved Seating Tickets

\$2,000 SILVER SPONSOR 8 AVAILABLE

- Online Level Recognition Logo in Business Review & Event Webpage
- Media Level Recognition Commercial TV, Press Release, Poster
- On-Site recognition Grass Area Banner Placement, Logo on LED Screen
- VIP Access 5 VIP Parking Tickets, 10 VIP Tent Tickets, 16 Reserved Seating Ticket

\$1,500 BRONZE SPONSOR 6 AVAILABLE

- Online Level Recognition Logo in Business Review
- Media Level Recognition Commercial TV
- On-Site Recognition Banner at Entrance, Logo on LED Screen
- VIP Access 4 VIP Parking Tickets, 8 VIP Tent Tickets, 10 Reserved Seating Ticket

\$1,000 RED, WHITE & BOOM! SPONSOR 4 AVAILABLE

- Online Recognition..... Logo in Business Review
- On-Site recognition Logo on LED Screen
- VIP Access ... 3 VIP Parking Tickets, 6 VIP Tent Tickets, 10 Reserved Seating Tickets



CELEBRATE THE 4TH WITH A BOOM!

Wednesday, July 4th | 5:30 PM | Jackson County Fairgrounds

PRESENTED BY

The Chamber of Medford/Jackson County and The City of Central Point!



INVEST NOW

AVAILABLE TO ONLY MEMBERS

NAME : _____ Title: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE: _____ EMAIL: _____

AUTHORIZED SIGNATURE : _____
 DATE: _____

SPONSORSHIP TYPE

- SPONSOR INVESTMENT CASH
- SPONSOR INVESTMENT IN-KIND (50% Value)
- SPONSOR DONATION Amt. _____

PAYMENT INFORMATIONS

- VISA
- MASTERCARD
- CHECK

NAME OF CARD: _____
 CARD NUMBER: _____
 EXPIRATION DATE: _____

ADDITIONAL OPPORTUNITIES A LA CART

- Patriot Tables**
\$75 Member, \$150 Non-Member
- 15 Sec Ad Video Spot, LED Screen**
\$250 Member, \$300 Non-Member
- 30 Sec Ad Video Spot, LED Screen**
\$350 Member, Non-Member N/A
- 1 Minute Ad Video Spot, LED Screen**
\$750 Member, Non-Member N/A
- 9' x 2' Vertical Banner on Side of LED Screen @Entrance (Near Beer Garden)**
\$1,250 (Max 2), Non-Member N/A

* SPONSORSHIP OPPORTUNITIES ARE LIMITED IN QUANTITY. IN-KIND INVESTMENT BENEFITS ARE 50% VALUE OF CASH



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- Engage, network with and impress attendees.

Whether you're seeking new business, looking to jump-start your existing business or hoping to grow your relationships with key firms a partnership with this signature event is your chance to leverage your membership and increase your brand awareness with our community.

2018 Sponsors Opportunities

\$20,000 Presenting Sponsor - The City of Central Point

Online Level Recognition

Business Review Recognition as Presenting Sponsor / Partner
 One-page Ad in the Business Review Post-Event (For additional brand awareness) \$700 Value
 Business Profile Page in the Business Review Post-Event (For additional brand awareness) \$700 Value
 Event Webpage Ad (Year-Round) \$2500 Value
 Logo on Event Webpage Primary Position
 Logo and URL on The Weekly Announcement

Media Level Recognition

Recognition in Commercial TV
 Recognition in Commercial Radio
 Recognition in Press Release
 Logo on Poster and Any Collateral

On-Site Recognition - Increase Visibility as Partner

Create New RWB Specific Banner for Presenting Sponsor - Primary Location Banner Placement
 Constant Visibility on LED Wall Throughout Show
 - Presenting Sponsor Banner
 - Logo on LED Screen (on stage and secondary)
 Exclusive Promotional Material
 Logo on Show Highlights Map

VIP Access

30 VIP Parking Tickets
 40 VIP Tent Tickets
 60 Reserved Seating Tickets

Advertising Opportunities

One Minute Ad Video Spot on LED Screen Produced by The Chamber
 Primetimes

Social Media Recognition

Recognition Throughout 6 Week FB Campaign

Additional Recognition

New RWB Specific Banner for City of Central Point in Medford
 Additional Promotional Material

Logo on T-Shirt



PRESENTED BY

The Chamber of Medford/Jackson County and The City of Central Point!



INVEST NOW

AVAILABLE TO ONLY MEMBERS

NAME : _____ Title: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE: _____ EMAIL: _____
 AUTHORIZED SIGNATURE : _____
 DATE: _____

SPONSORSHIP TYPE

- SPONSOR INVESTMENT CASH
- SPONSOR INVESTMENT IN-KIND (50% Value)
- SPONSOR DONATION Amt. _____

PAYMENT INFORMATIONS

- VISA
- MASTERCARD
- CHECK

NAME OF CARD: _____
 CARD NUMBER: _____
 EXPIRATION DATE: _____

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A LA CART**

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