

**CITY OF CENTRAL POINT
City Council Meeting Agenda
August 9, 2018**

Next Res. 1547
Next Ord. 2046

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

City Council

Mayor
Hank Williams

Ward I
Bruce Dingler

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

- I. REGULAR MEETING CALLED TO ORDER – 7:00 P.M.**
- II. PLEDGE OF ALLEGIANCE**
- III. SWEARING IN – Council Member At-Large Michael Parsons**
- IV. ROLL CALL**
- V. SPECIAL PRESENTATIONS**
- VI. 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.

VII. CONSENT AGENDA

These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by the Council in one blanket motion; any Councilor may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration.

- Page 2 - 9 A. Approval of July 9, 2018 City Council Minutes
- 10 B. Approval to Cancel September 27, 2018 Council meeting

VIII. ITEMS REMOVED FROM CONSENT AGENDA

IX. ORDINANCES, AND RESOLUTIONS

- Page 12 - 21 A. Ordinance No. _____, an Ordinance to vacate a 6,145 square foot lot back to the developer (Applicant: City of Central Point)

- 23 - 29 B. Resolution No. _____, Consideration of a resolution setting a public hearing and initiating proceedings to vacate 400 feet of undeveloped alley right-of-way located between Front Street and the Central Oregon and Pacific Railroad adjacent to tax lots 2900 and 3000 located on Jackson County Assessor's map page 372W03DC. Applicant: Jackson County School District 6 (Humphrey)

IX. DISCUSSION

- A. Planning Commission Report (Humphrey)
- 31 - 32 B. Run 4 Freedom Report (Samitore)
- 34 - 38 C. Snowy Butte Station Transportation System Development Charge Update (Samitore)
- 40 - 66 D. Authorization for the City Manager/Building Official to Award the 2018 City Roof Replacement Bid (Clayton)
- 68 - 70 E. Mon Desir Gazebo Update (Samitore)

IX. MAYOR'S REPORT

X. CITY MANAGER'S REPORT

XI. COUNCIL REPORTS

XII. DEPARTMENT REPORTS

XIII. 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.

XIV. ADJOURNMENT

Consent Agenda

CITY OF CENTRAL POINT
City Council Meeting Minutes
July 19, 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 Dingle, Brandon Thueson, Tanea Browning, Rob Hernandez, and Mike Quilty were present.

City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Principle Planner Stephanie Holtey; Parks and Public Works Director Matt Samitore; and City Recorder Deanna Casey were also present.

IV. SPECIAL PRESENTATIONS

A. Purple Heart City Presentation

City Manager Chris Clayton read the proclamation dedicating Central Point as a Purple Heart City. Representatives from the Rogue Valley Chapter 147 presented the city with a plaque stating we are now a Purple Heart City. There will also be a Purple Heart Truck run at Don Jones Memorial Park on July 27, 2018. They have special vehicles made for injured veterans.

Police Chief Kris Allison updated the Council and audience on the status of JD Day who was wounded last week while stationed in Afghanistan. He has received the Purple Heart and is being transported to the States to begin recovery from the extensive injuries he received.

B. St. Vincent DePaul Report

Rich Hanson from St. Vincent DePaul thanked the city for the donation to help Central Point residents with their rent or bills. The funds have helped over 75 Central Point residents.

V. PUBLIC APPEARANCES - None

VI. CONSENT AGENDA

- A. Approval of March 8, 2018 City Council Minutes
- B. Approval of Purple Hear City Proclamation
- C. Acceptance of St. Vincent DePaul Report

Mike Quilty moved to approve the Consent Agenda. Rob Hernandez seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

VII. ITEMS REMOVED FROM CONSENT AGENDA - None

VIII. PUBLIC HEARINGS

- A. Public Hearing and First Reading of an Ordinance Approving Vacation of Open Space Located in Snowy Butte Station, Phase 2, Central Point Oregon and Accepting Reservation of Easement to City.**

Parks and Public Works Director Matt Samitore explained that the City received a small pocket park from the original developer of Snowy Butte Station in 2003. The lot was going to be a “tot-lot” with a small playground and gazebo. Since the time of the dedication, the area around the lot has been primarily built out as a senior living facility. The City also received a larger parcel that is planned for improvements in 2019-21 as a park and will be incorporated into our active park system. The City has determined that the smaller pocket parks that are less than 1 acre in size are difficult and expensive to maintain.

City staff would like to vacate the property back to the developer who owns the property immediately adjacent to the parcel. City Attorney Sydnee Dreyer stated that the only cost to the city will be the recording fees.

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

Brandon Thueson moved to second reading an Ordinance Approving Vacation of Open Space Located in Snowy Butte Station, Phase 2, Central Point Oregon and Accepting Reservation of Easement to City. Mike Quilty seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

IX. ORDINANCES AND RESOLUTIONS

A. Continued Second Reading Ordinance No. 2045, An Ordinance Updating and Adopting the Central Point Comprehensive Plan Parks and Recreation Element (2018-2038)

Principal Planner Stephanie Holtey explained the adjustments that have been made to the document regarding the amount of parks inventory for the next 20 years. There were a few corrections and updates to the tables within the document to make it clear how many acres will be needed. There were also some grammatical and housekeeping changes.

1. The parks inventory was updated to remove Boes Park. The Department of Land Conservation and Development (DLCDD), urban parks located outside the Urban Growth Boundary (UGB) cannot be counted in the inventory of current parkland even though the city owns and maintains the land.
2. The parkland needs assessment was updated to address the Portland State University (PSU) 2018-2068 Coordinated Population Forecast published on June 30, 2018. Per the PSU numbers, the City's 2038 forecast population increased by 2,643 persons. The resulting increase in population increases the City's parks need by roughly 10 acres based on the adopted parks ratio of 3.5 acres per 1,000 residents.

The Parks Element is a twenty year plan establishing goals and policies for managing and improving the city's parks system. This Parks Element update accounts for population growth, changes in demographics, and urban growth boundary expansions necessary to accommodate growth over the next twenty year planning period. The parkland needs analysis that identifies a core parkland deficit of approximately 53 acres. When planned parks are taken into consideration, including Boes Park, the deficit drops to roughly 22 acres.

Based on the updated population numbers and the changes to the Parks Element there will be a need to review the previously approved elements before the City can expand their UGB. Those documents will return to council as soon as updates can be made.

There was continued discussion regarding the amount of park land being requested of new development and the amount of parks that are already in the planning stages for different subdivisions. There should be no problem meeting the current request. The future Community Center would be included in the total number of acres needed for future park space.

Mayor Williams asked if there was anyone in the audience who would like to address the changes in the document. No one came forward.

Brandon Thueson moved to approve Ordinance No. 2045, An Ordinance Updating and Adopting the Central Point Comprehensive Plan Parks and Recreation Element (2018-2038). Tanea Browning seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

B. Resolution No. 1546, A Resolution Authorizing the City Manager to Execute the Lease Agreement with KS State Bank for the Purchase of a Vacuum Truck

Finance Director Steven Weber explained the lease purchase of a new vacuum truck was included in the 2017/2019 biennial budget. The attached resolution explains the payment schedule for a vacuum truck purchase through Owen Equipment. KS State Bank is requesting the adoption of a resolution approving the payment schedule and authorizing the City Manager to execute the contract.

Mike Quilty moved to approve Resolution No. 1546, A Resolution Authorizing the City Manager to Execute the Lease Agreement with KS State Bank for the Purchase of a Vacuum Truck. Tanea Browning seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

X. BUSINESS

A. Council Appointment to Vacant At-Large Position

Mayor Williams stated that he and City Manager Chris Clayton interviewed two of the six applicants for the vacant City Council position. Both applicants are very qualified and he hopes that all the applicants will continue to seek positions in local government.

At this time he is recommending Michael W. Parsons. Mr. Parsons is currently a CPPD VIPS volunteer and also volunteers for The Meadows Community Homeowners Association.

Mike Quilty moved to appoint Michael Parsons to complete the vacant At-Large Position with a term ending December 31, 2020. Rob Hernandez seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

B. Legislative Priorities

City Manager Chris Clayton explained that LOC tries to work with the State on behalf of the cities they represent. They have provided us with a list of 29 legislative priorities for the 2019 legislative agenda. They have asked each city to choose the top four issues for their city and return it to them by the first of August.

There was discussion regarding the topics that would always be on the list for discussion like PERS reform and Property Tax Reform. The items they feel are the most important are:

- M. Mental Health Investment
- S. Qualification Based Selection
- B. Annexation Flexibility
- T. Right-of-Way and Franchise Fee Authority

Brandon Thueson moved to direct the City Manager to provide the top legislative issues listed above to the League of Oregon Cities.

Tanea Browning seconded. Roll call: Hank Williams, yes; Bruce Dingle, yes; Tanea Browning, yes; Brandon Thueson, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

C. Planning Commission Report

Mrs. Holtey presented the Planning Commission Report for July 3, 2018:

- The Planning Commission conducted a public hearing to consider a Tentative Plan for a 5-lot subdivision which consists of 2.36 acres and is located in the Transient Oriented Development District. The applicant's agent was present to agree with the Planning Staff who recommended the continuation of the public hearing in order to resolve easement issues that clouded the review and approval of the proposal. This item will return to the Commission on August 7, 2018.
- Planning staff introduced and explained the process for amending the city's UGB and asked the commission to answer a series of questions that would help staff decide what criteria to include in evaluating the next expansion. The City Council will be reviewing the recommendation at a future study session.

XI. MAYOR'S REPORT

Mayor Williams reported that:

- He attended the funeral mass for CW Smith.
- He attended the 4th of July Parade and Red White and Boom.

- Medford Chamber forum was presented by the City of Medford and provided a state of the city address.
- SOREDI had their annual business meeting on the river with a Jet Boat cruise.
- He attended the Fair Board meeting and Medford Water Commission.

XII. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- He will forward an article tomorrow from the Oregonian regarding homelessness in Oregon.
- We received news that the Scenic/Hwy 99 Intersection is on the radar for work in 2020.
- He has received several good reports regarding the parade this year.
- He wanted to thank the Police Department and Public Works for all the hard work to stop the wild fire that swept through the east side of Central Point this week. Our cooperation with regional services in a situation such as this is vital.

XIII. COUNCIL REPORTS

Council Member Mike Quilty reported that he attended an Oregon Freight Advisory meeting in Salem and the 4th of July Parade.

Council Member Brandon Thueson reported that he gave a presentation to a local church group regarding the opportunities available for becoming involved in the community.

Council Member Rob Hernandez reported that:

- He attended the 4th of July Parade.
- He attended the livestock auction at the fair.
- If the wind had changed directions he may be without a home right now. He would like the city to work on cleaning up what we can of the Greenway so that this type of thing doesn't take out neighborhoods. He has concerns about the Boes Parkland area that the city owns. It is a fire hazard and could easily take out an entire subdivision. Staff responded that this is a topic of discussion with the County on how we can be proactive and clean the area so it is less attractive to transients and less of a fire hazard.

Council Member Bruce Dingler stated that he attended the Study Session. He is also concerned about the distance for the emergency evacuation regarding the fire on Tuesday. People on the other side of Central Point were told to evacuate and they were not in imminent danger. He is concerned that the next emergency people will not pay attention to the evacuation and there could be loss of lives.

Council Member Tanea Browning reported that:

- The Freedom Festival and parade rocked.
- On July 10th she attended the Governor's budget meeting along with 20 other business leaders in the Rogue Valley.
- She attended the Study Session on Monday.
- Greeters will be on Tuesday at Seven Oaks.
- She attended the Park and Rec Day at Twin Creeks Park. It was well attended.
- She attended the Fire District 3 Board meeting tonight. They renewed the contract for the Fire Chief, the ECSO Contract and updated the board on fires in the area. FD3 and Medford Fire are collaborating on the greenway fires to see how they are being started. There will be a neighborhood meeting in the Scenic area next week to discuss the new Fire Station.

XIV. DEPARTMENT REPORTS

Police Chief Kris Allison reported that:

- CPPD did what they could to help residents evacuate around the fire on Tuesday. Several officers used garden hoses to help keep property from burning. She updated on the progression of the fire and how successful Fire District 3 was saving structures.
- CPPD had accepted the lip-sync challenge and posted a video on their facebook page. They have already gotten positive feedback through social media.
- They have been working on the Country Crossings Festival which will begin next week. They have been working on all the different scenarios that could happen during the four day festival.

Parks and Public Works Director Matt Samitore reported that:

- The paving of East Pine Street will be in September because Knife River is busy with another job. This will be a full five day project of grinding and paving the street.
- Yesterday was National Parks and Rec day. The event in Twin Creeks Park was a huge success.
- The Twin Creeks Rail crossing should be starting on July 30th.
- Hwy 99 and Scenic has been moved up on the calendar for 2020.
- Staff has been working on Country Crossings road closures and getting all the cones and signs in place.

Finance Director Steven Weber reported that the Auditors were in the house last week and that staff will be working on the Transient Lodging Tax audit.

Principal Planner Stephanie Holtey reported that:

- They have been meeting with FD 3 regarding the location of their new Station.
- There are several subdivisions planned for the near future.
- They have been meeting with developers for White Hawk to market their property.
- There will be two small zone map changes coming to the Council in August.
- Staff is working on the preliminary stages for the UGB expansion.
- The Planning Commission and Citizens Advisory Commission have full agendas for August.

XV. EXECUTIVE SESSION - None

XVI. ADJOURNMENT

Mike Quilty moved to adjourn, Tanea Browning seconded, all said “aye” and the Council Meeting was adjourned at 8:45 p.m.

The foregoing minutes of the July 19, 2018, Council meeting were approved by the City Council at its meeting of August 9, 2018.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder



City of Central Point

Staff Report to Council

ISSUE SUMMARY

TO:	City Council	STAFF MEMBER: Deanna Casey, City Recorder
FROM:	Chris Clayton, City Manager	DEPARTMENT: Administration
MEETING DATE:	August 9, 2018	
SUBJECT:	Cancellation of September 27, 2018 Council Meeting	
ACTION REQUIRED: Consent Agenda Item		RECOMMENDATION: Approval

Due to a lack of quorum for the second meeting in September, staff is recommending we cancel the September 27, 2018 Council meeting.

Mayor Williams, Council Member Mike Parsons, and Council Member Browning will be attending the League of Oregon Cities Conference in Eugene, and Council Members Quilty and Hernandez will be out of town.

Ordinance

Snowy Butte Park



City of Central Point

Staff Report to Council

ISSUE SUMMARY

TO: City Council **STAFF MEMBER:** Matt Samitore, Parks and Public Works Director

FROM: Matt Samitore, Parks and Public Works Director **DEPARTMENT:** Public Works

MEETING DATE: August 9, 2018

SUBJECT: Second Reading to Consider an Ordinance to vacate a 6,145 square foot lot back to the developer (Applicant: City of Central Point)

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

BACKGROUND INFORMATION:

The City of Central Point received a small pocket park from the original developer of Snowy Butte Station in 2003. The lot was going to be a ‘tot-lot’ with a small playground and gazebo. Since the time of the dedication, the area around the lot has been primarily built out as a senior living facility. Additionally, the City also received a larger parcel that is planned for improvements in the 2019-21 FY to be incorporated into the City's active park system. Currently, this area is only used for open space. Lastly, the City has determined that the smaller pocket parks that are less than 1 acre in size are difficult and expensive to maintain as it takes the same time and staffing to maintain them as it does a 1 to 2-acre park.

The land will be vacated back to the current developer Investors II LLC because they own the property immediately adjacent to the parcel.

Second Reading: The only change is that staff has included a map of the parcel.

FINANCIAL ANALYSIS:

Financial impact to the City would be to lessen our future park maintenance obligations.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: Managed Growth and Infrastructure, Goal 3; Cooperate with developers to plan future needs for schools and parks

STAFF RECOMMENDATION: Approval of the second reading.

RECOMMENDED MOTION: Approve Ordinance No. ____ An Ordinance vacating open space area located at the intersection of Cheney Loop, a public street, and a Public Alley in Snowy Butte Station, Phase 2, consisting of approximately 6,145 square feet.

ATTACHMENTS:

1. ORD Vacation of Open Space
2. Vacation Description Sheet
3. Cheney Loop

ORDINANCE NO. ____

AN ORDINANCE APPROVING VACATION OF OPEN SPACE LOCATED IN SNOWY BUTTE STATION, PHASE 2, CENTRAL POINT, OREGON AND ACCEPTING RESERVATION OF EASEMENT TO CITY

RECITALS:

- A.** WHEREAS, the City of Central Point initiated a vacation of open space area located at the intersection of Cheney Loop, a public street, and a Public Alley in Snowy Butte Station, Phase 2, consisting of approximately 6,145 square feet, more or less, as more fully described in Exhibit "A" incorporated herein by reference.
- B.** WHEREAS, the City published and posted statutorily required notice;
- C.** WHEREAS, a duly noticed public hearing was held before the City Council on July __, 2018;
- D.** WHEREAS, the City determined the need to reserve therefrom a public utility easement within the vacated area;
- E.** WHEREAS, after due consideration, the City has made certain findings in connection with the request for vacation of City property and subsequent statutory procedures for the vacation process, which findings are attached hereto and incorporated herein as Exhibit "B";
- F.** WHEREAS, based on the attached findings, the City of Central Point determines that it is in the best interest of the public to grant the vacation request.

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

SECTION 1. Vacated Property. The open space area located at the intersection of Cheney Loop, a public street, and a Public Alley in Snowy Butte Station, Phase 2, consisting of approximately 6,145 square feet, more or less, as described in Exhibit "A" attached hereto, is hereby vacated, and title to the vacated property shall be returned and belong to the owners of the adjacent property pursuant to Oregon law.

SECTION 2. Findings. The Council adopts the Findings attached to this Ordinance set forth in Exhibit "B."

SECTION 3. Reservation of Easement. A public utility easement is hereby reserved for the benefit of and conveyed to the City of Central Point, its successors and assigns under and upon the vacated property in which to construct, operate, maintain, repair, replace, improve, and enlarge utility systems for purposes of transmission, distribution, and sale of

such utilities. This grant of easement extends to providers of public utilities for such purposes. The City and such utilities shall also have reasonable rights of ingress and egress to and from such easement across the vacated property. Public utilities that may use this easement include, but are not limited to, storm drainage, sanitary sewer, water, gas, electric, telephone and cable television.

Section 4. Deed. The vacated property shall be conveyed to the abutting property owner by quit claim deed, a copy of which is attached hereto and made a part hereof as Exhibit "C." Conveyance shall be subject to the conditions set forth in this ordinance and applicable law.

Section 5. Conditions of Vacation. The vacation is conditioned upon the adjacent property owner (owner whose property abuts the vacated property) executing any and all necessary documents to effectuate this vacation.

Section 6. Filing. Certified true copies of this ordinance shall be recorded in the office of the County Clerk of Jackson County, Oregon, and with the County Assessor and County Surveyor of Jackson County, Oregon.

Section 7. Effective Date. For purposes of transfer of ownership of the property covered by the vacation, this Ordinance shall be effective upon completion of the conditions provided herein.

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

Mayor Hank Williams

ATTEST:

City Recorder

EXHIBIT "A"
Legal Description

EXHIBIT "B"

FINDINGS TO AN ORDINANCE VACATING OPEN SPACE LOCATED IN SNOWY BUTTE STATION, PHASE 2, CENTRAL POINT, OREGON AND ACCEPTING RESERVATION OF EASEMENT TO CITY

In connection with the ordinance vacating open space located at the intersection of Cheney Loop, a public street and a Public Alley, the Council finds:

1. That the subject open space is no longer needed for park or open space purposes, that the open space is not a significant asset to the City, and that the open space provides more value to the public by being added to the local taxable land base than remaining in its current state.
2. The Council reviewed the staff report with findings; conducted a public hearing on the proposed open space vacation on July ___, 2018; and found the vacation of the open space to be in the public interest.
4. The City provided notice of the proposed vacation to adjacent property owners pursuant to ORS 271, by publication in the Medford Mail Tribune, a newspaper of general circulation published in Jackson County, Oregon. Notice was published once per week for two consecutive weeks with the first publication on May ___, 2018 and the second publication on July ___, 2018.
5. Said notice provided, among other things, that a hearing before the City Council concerning the proposed vacation would be held on July ___, 2018 in the City Council Chambers in Central Point, Oregon, which was the time and place when objections to such proposed vacation would be considered and heard.
6. The City Council convened at the time and place specified in the public notices and no objections were made to said vacation.
7. On _____, 2018, the City posted at or near each end of the portions of land proposed to be vacated, a copy of the notice provided for in ORS 271.
8. The Council determined that the proposed vacation would not substantially affect the market value of the property owners abutting the open space to be vacated.
9. Vacation of the subject property will be in the public interest. It will add property to the tax rolls and will potentially decrease City costs and liabilities associated with the maintenance of public open space.
10. The vacated property will be deeded to the abutting property owner subject to the reservation of a public utility easement for the City of Central Point for construction, installation, maintenance, repair, replacement, distribution, and transmission of utilities and ingress and egress to such utility easement.

"EXHIBIT C"

<p><u>Recording Requested By:</u> City of Central Point 140 S. Third Street Central Point, OR 97502</p> <p><u>When Recorded Mail To:</u> City of Central Point 140 S. Third Street Central Point, OR 97502</p> <p><u>Mail Tax Statements To:</u> OWNER AS PER COUNTY RECORDS AT TAX ASSESSORS OFFICE</p>	<p>(This Space for Recorder=s Use)</p>
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VACATION QUIT CLAIM DEED

City of Central Point, an Oregon municipal corporation, Grantor, releases and quitclaims to Investor's II, LLC, an Oregon limited liability company, Grantee, all right, title and interest in and to the real property described below, which real property was vacated, closed and abandoned by Ordinance No. _____ passed and approved by the City Council of the City of Central Point, Oregon on July __, 2018.

All that certain real property dedicated to the City of Central Point for public use as **OPEN AREA**, located at the intersection of Cheney Loop, a public street, and a Public Alley, in the City of Central Point, Oregon, located within **SNOWY BUTTE STATION, PHASE 2**, filed for record on February 22, 2006 in Volume 32 of Plats, Page 14 of the Records of Jackson County, Oregon, and filed as Survey Number 19077 in the office of the Jackson County Surveyor.

RESERVING THEREFROM THAT CERTAIN 10.00-FOOT-WIDE PUBLIC UTILITY EASEMENT, as dedicated to the City of Central Point for public use, being along the westerly boundary of said Open Area, lying easterly of and coincident with the easterly right-of-way of said Cheney Loop.

Said OPEN AREA containing 6,145 square feet, more or less.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS 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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS, 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.

The true consideration for this conveyance is other consideration, consisting of conveyance by Grantee to Grantor of certain easements pertaining to the subject real property granted to Grantor of even date.

Dated this ___ day of _____, 2018.

City of Central Point

By: _____

STATE OF OREGON)

) ss.

County of Jackson)

This instrument was acknowledged before me on _____, 2018, by the City of Central Point, Oregon, acting by and through _____, its

_____.

Notary Public for Oregon
My Commission Expires:

EXHIBIT "A"

VACATION DESCRIPTION SHEET

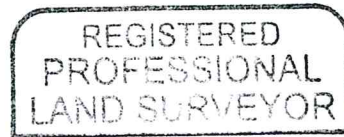
All that certain real property dedicated to the City of Central Point for public use as **OPEN AREA**, located at the intersection of Cheney Loop, a public street, and a Public Alley, in the City of Central Point, Oregon, located within **SNOWY BUTTE STATION, PHASE 2**, filed for record on February 22, 2006 in Volume 32 of Plats, Page 14 of the Records of Jackson County, Oregon, and filed as Survey Number 19077 in the office of the Jackson County Surveyor.

Reserving therefrom that certain 10.00-foot-wide Public Utility Easement, as dedicated to the City of Central Point for public use, being along the westerly boundary of said Open Area, lying easterly of and coincident with the easterly right-of-way of said Cheney Loop.

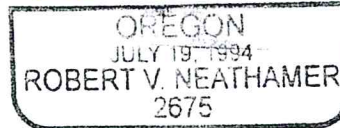
Said OPEN AREA containing
6, 145 square feet, more or less.

Prepared By: Neathamer Surveying, Inc.
3126 State Street, Suite 203
PO Box 1584
Medford, Oregon 97501
Phone: (541) 732-2869
Project Number: 09002-T-33

Date: May 23, 2018



Robert V. Neathamer



RENEWAL: DEC. 31, 2018



Resolution

Setting Public Hearing



City of Central Point

Staff Report to Council

ISSUE SUMMARY

TO: City Council

STAFF MEMBER:
Tom Humphrey, Community Development Director

FROM: Tom Humphrey, Community Development Director

DEPARTMENT: Community Development

MEETING DATE: August 9, 2018

SUBJECT: Consideration of a resolution setting a public hearing and initiating proceedings to vacate 400 feet of undeveloped alley right-of-way located between Front Street and the Central Oregon and Pacific Railroad adjacent to tax lots 2900 and 3000 located on Jackson County Assessor's map page 372W03DC. Applicant: Jackson County School District 6

ACTION REQUIRED: Resolution

RECOMMENDATION: Approval

BACKGROUND INFORMATION: Jackson County School District #6 acquired the old Crater Iron property late last year with intentions of turning it into a "Makers Space". Buildings on the property extend into undeveloped alley right-of-way parallel to the railroad tracks and the District would like the City to vacate this alley right-of-way to eliminate land use conflicts.

Historic maps of this area show that the majority of this alley right-of-way (south of the Crater Iron property to the wine tasting building) was vacated about the time that Highway 99 was constructed. Another segment of the alley right-of-way was vacated in 2010 when the City Council concluded that the alley right-of-way south of the wine tasting building had no real utility. The area to be vacated now is an area (alley) approximately 18' by 400' that was originally part of the Oak Park Addition. Since the alley right-of-way was a part of the addition, it would be vacated in its entirety to tax lots 2900 and 3000 as located on Jackson County Assessor's map 372W03DC.

ORS 271.080 states that "whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation." The School District has submitted a petition in accordance with the ORS requirements.

Additionally, "there shall be appended to such petition, as a part thereof and as a basis for granting the same, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby." The School District petition includes written consent from two property owners in the immediate vicinity. The

California and Pacific Railroad was informed of the petition and has said there should be no issues from the railroad as long as nothing moves onto railroad property

According to ORS 271.100, “the city governing body may deny the petition after notice to the petitioners of such proposed action, but if there appears to be no reason why the petition should not be allowed in whole or in part, the governing body shall fix a time for a formal hearing upon the petition.”

At this time the City Council is merely considering whether or not to schedule a public hearing to consider the vacation as described in this staff report. No formal decision is being made on whether or not to vacate the right-of-way. Only after a formal public hearing will the City Council determine whether or not to vacate the right-of-way.

FINANCIAL ANALYSIS: Financial impact to the City is limited to staff in-kind expenses which are recovered with planning- related service fees.

LEGAL ANALYSIS: The primary issues to be considered and discussed at the meeting will be related to ORS 271.080 to 100.

1. The tangible submission and adequacy of a petition requesting that the City of Central Point vacate all or part of an unimproved alley right-of-way adjacent to the applicant’s property.
2. The scheduling of a public hearing based on findings that there is no reason why a petition should not be allowed.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: Managed Growth and Infrastructure, Goal 4; Continually ensure that planning and zoning review and regulations are consistent with comprehensive plans and vision.

STAFF RECOMMENDATION: Consider the request to vacate approximately 400 feet of undeveloped alley right-of-way consisting of 0.19 acres located at 37S 2W 03DC Tax Lots 2900 and 3000 and 1) approve the resolution to set a public hearing; or 2) don’t approve the resolution and deny the petition.

RECOMMENDED MOTION: Approve the Resolution scheduling a public hearing and publishing notice once a week for two consecutive weeks

ATTACHMENTS:

1. VAC - 18001 ATTACHMENT A
2. VAC - 18001 ATTACHMENT B
3. VAC - 18001 ATTACHMENT C
4. Crater Iron ROW Vacation Resolution No



RIGHT-OF-WAY VACATION APPLICATION
City of Central Point Planning Department

DATE STAMP
FOR OFFICE USE ONLY

APPLICANT INFORMATION:

Name: Central Point School District 6
Address: 300 Ash Street
City: Central Point State: OR Zip Code: 97502
Telephone: Business: 541.494.6201 Residence: Not Applicable
E-mail Address: samantha.steele@district6.org

AGENT INFORMATION:

Name: Daniel O'Connor
Address: 823 Alder Creek Dr
City: Medford State: OR Zip Code: 97504
Telephone: Business: 541.772.1977 Residence: 541.772.1977
E-mail Address: dano@medfordlaw.net

OWNER OF RECORD: (Attach Separate Sheet If More Than One):

Name: Central Point School District 6
Address: 300 Ash Street
City: Central Point State: OR Zip Code: 97502
Telephone: Business: 541.494.6201 Residence: Not Applicable

PROJECT DESCRIPTION:

General Description of Area to be Vacated and objective of project: Applicant is the owner of 419 Front Street (37-2W-03DC Tax Lots 2900 & 3000). An existing building encroaches onto the alley and the alley no longer serves any purpose. Applicant desires to vacate the alley.

Pre-application File No.: Not Applicable

NOTE: For Type IV Applications, a pre-application meeting is required.

REQUIRED SUBMITTALS:

- Application Form
- Application Fee (See Current Fee Schedule)
- Legal Description of area to be vacated including acreage
- Assessor's Map of area to be vacated, showing abutting and affected properties (and identifying the parcels for which consents to vacate have been acquired if not initiating by letter to City Council)
- Written Authority from Property Owner if Agent in application process
- Mailing labels for all properties within 200 foot perimeter of project
- Findings of Fact (see attached)

I HEREBY STATE THAT THE FACTS RELATED IN THE ABOVE APPLICATION AND THE PLANS AND DOCUMENTS SUBMITTED HERewith ARE TRUE, CORRECT, AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

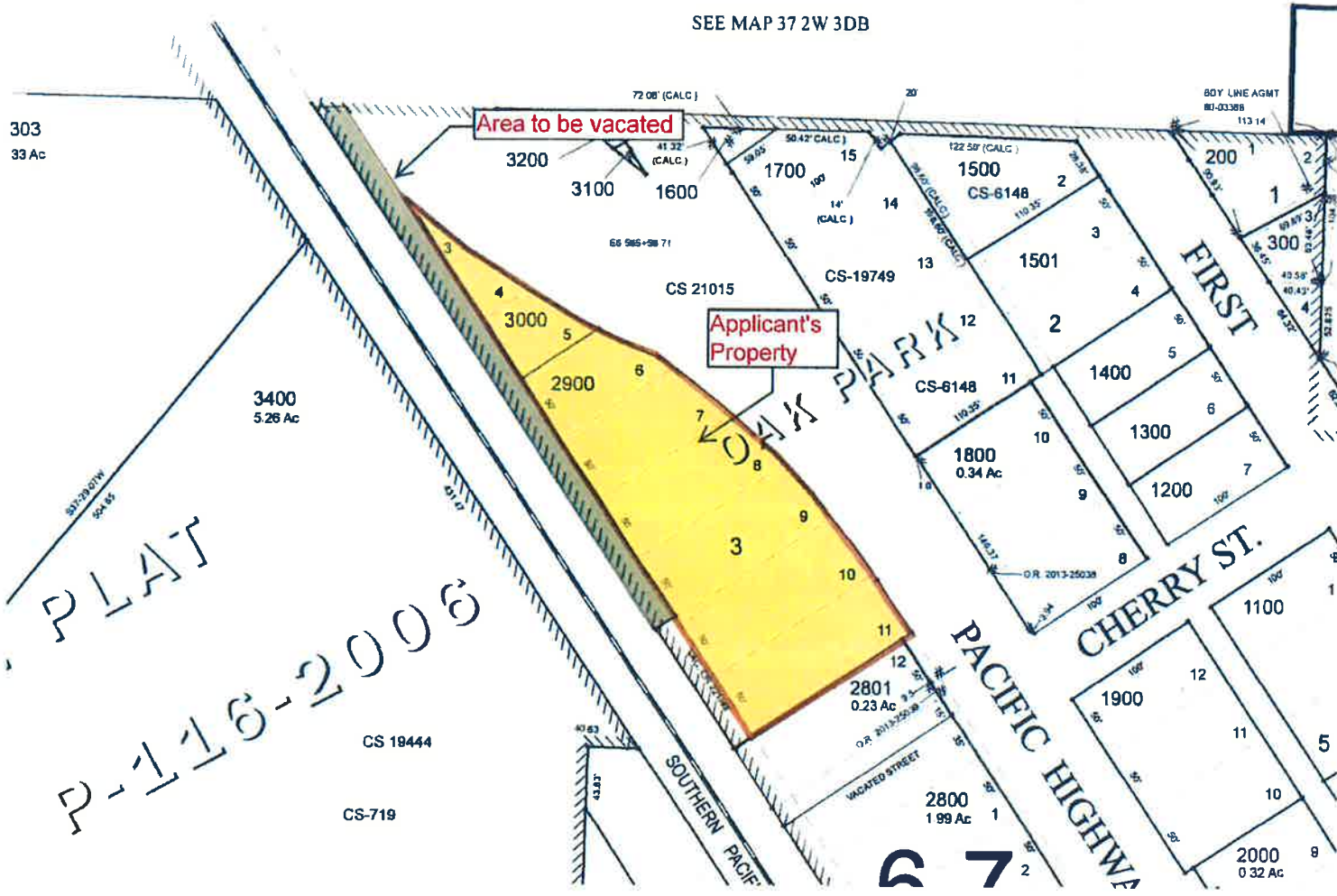
I certify that I am the: Property Owner or Authorized Agent of Owner of Project Site

Signature: [Signature] Date: 5-17-18

If any wetlands exist on the site, it is the applicant's responsibility to apply for a permit to the Division of State Lands before any site work begins.

FOR PLANNING DEPARTMENT USE ONLY	
Application Accepted As Complete on: _____	Land Use Case File No. _____
120 th Day for Land Use or Limited Land Use Decision: _____	
Wetlands Check: _____	

\\epfile\department\PLANNING\FORMS\Land Use Applications\Right-of-Way Vacation Application.doc
Revised November 16, 2006



POLARIS LAND SURVEYING, LLC

LEGAL DESCRIPTION – OAK PARK ADDITION ALLEY VACATION
CRATER IRON PARCEL – 419 NORTH FRONT STREET, CENTRAL POINT
ASSESSOR’S MAP NO. 37 2W 03 DC, TAX LOT 2900

The vacation of a portion of an 18.00 foot wide public Alley, lying situate within the Southeast Quarter of Section 3, within Township 37 South, Range 2 West of the Willamette Meridian in the City of Central Point, Jackson County, Oregon, being more particularly described and bounded as follows, to wit;

All of that 18.00 foot wide public alley lying between the northeasterly line of the Central Oregon & Pacific Railroad (formerly Southern Pacific Railroad) and the southwesterly lines of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3, Oak Park Addition to the City of Central Point, Oregon, according to the official plat thereof, recorded on February 14, 1910 in the Plat Records in Jackson County, Oregon.

ALSO: All of that 10.00 wide public alley lying northerly of Lot 1 in Block 3, Oak Park Addition to the City of Central Point, Oregon, according to the official plat thereof, recorded on February 14, 1910 in the Plat Records in Jackson County, Oregon.

Containing 0.19 acres or 8,405 square feet, more or less.

Prepared by:

Shawn Kampmann
Professional Land Surveyor

Polaris Land Surveying LLC
P.O. Box 459
Ashland, Oregon 97520

Date: April 26, 2018

s:\surveys\1160-17\Crater Iron Alley Vacation Legal.docx



Shawn Kampmann



RENEWAL DATE: 6/30/19

P O Box 459, Ashland, Oregon 97520 * Phone: (541) 482-5009 * Fax: (541) 488-0797
Mobile: (541) 601-3000 * www.polarissurvey.com

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING AND INITIATING PROCEEDINGS TO VACATE AN UNIMPROVED ALLEY RIGHT-OF-WAY BETWEEN FRONT STREET AND CENTRAL OREGON AND PACIFIC RAILROAD

RECITALS:

- A. On June 29, 2018 the Community Development Department received an application/petition from School District #6 to vacate unimproved alley right-of-way on their property at 419 Front Street formerly known as Crater Iron.
- B. In accordance with ORS 271.080, the applicant’s petition includes a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation.
- C. The applicant’s petition is also consistent with the requirements of CPMC Chapter 12.28, Street and Alley Vacations
- D. In accordance with ORS 271. 100, there appears to be no reason why the petition should not be allowed in whole or in part, in order for the governing body shall fix a time for a formal hearing upon the petition.

The City of Central Point resolves:

Section 1: That a public hearing is set for _____, 2018 at 7:00 p.m. in the Central Point Council Chambers, City Hall, 140 South Third Street, Central Point, Oregon to receive public testimony regarding the vacation and to make a determination regarding same.

Section 2: The City Council directs the City Manager or a designee to give notice of said public hearing as provided in accordance with ORS 271.110.

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

Mayor Hank Williams

ATTEST:

City Recorder

Business

Run 4 Freedom Report



City of Central Point

Staff Report to Council

ISSUE SUMMARY

TO: City Council **STAFF MEMBER:** Matt Samitore, Parks and Public Works Director

FROM: Matt Samitore, Parks and Public Works Director **DEPARTMENT:** Public Works

MEETING DATE: August 9, 2018

SUBJECT: 2018 Run 4 Freedom Donation Request

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

BACKGROUND INFORMATION: The 2018 Run 4 Freedom in association with the 4th of July parade and festival was an outstanding success. The City had more runners in the 5k, 1 mile and kids run than we have ever had register before. For us to have a successful event, we needed quite a few volunteers. We couldn't find one group large enough to handle all of the duties but were able to get them from three different youth organizations associated with Crater High School, the Cross Country Team, Cheerleading, and Football Team.

The event made approximately \$3,085 from the various runs. Staff is suggesting donations of \$1,000 to each of the three groups for their assistance.

FINANCIAL ANALYSIS: City will prepare payments to the three youth organizations.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Staff recommends granting approval to distribute \$1,000 to each of the three youth organizations that helped with the 2018 Run 4 Freedom.

RECOMMENDED MOTION: I move to approve the recommended distribution of \$1,000 to the Crater Cross Country Team, Cheerleading Team, and Crater Football Team.

ATTACHMENTS:

1. Run4Freedom Memo

City of Central Point, Oregon
140 S 3rd Street, Central Point, OR 97502
541.664.3321 Fax 541.664.6384
www.centralpointoregon.gov



Parks & Recreation Department
Nikki Petersen, Coordinator Special Events &
Marketing

Date: July 9, 2018
Re: Run4Freedom Registration Earnings
To: Chris Clayton, City Manager
Matt Samitore, Parks & Public Works Director

The 2018 City of Central Point Run4Freedom was very successful this year, earning \$3,085 in registration fees. Historically these funds are donated to groups that help with the planning and execution of the event. This year we had help from Crater Cross County, Crater High School Cheerleaders and the Crater Football Team. Each group helped in various different areas of the event. With approval, we would like to split these funds equally amongst these groups, as we feel that each group helped equally with this event and thus made our event as successful as it was.

Nikki Petersen
Coordinator Special Events & Marketing

Business

Snowy Butte SDC Update



City of Central Point

Staff Report to Council

ISSUE SUMMARY

TO: City Council
STAFF MEMBER: Matt Samitore, Parks and Public Works Director

FROM: Matt Samitore, Parks and Public Works Director
DEPARTMENT: Public Works

MEETING DATE: August 9, 2018

SUBJECT: Snowy Butte Station Transportation System Development Charge Update

ACTION REQUIRED: Information/Direction
RECOMMENDATION: Approval

BACKGROUND INFORMATION:

City Staff previously met with City Council to discuss the current status of System Development Charges (SDC) related to Snowy Butte Station, and determine the legality of these credits expiring.

The City entered into three SDC separate agreements with Chris Galpin in 2005/2006 regarding potential reimbursement/credits for Parks, Streets, and Storm Drain infrastructure that would be constructed during the course of his planned development. However, before the credits could be recouped, the Parks Credits expired in 2015, and the remaining two credit are now the subject of this review. If necessary, a supplemental budget item will be created to refund the storm drain credits (storm drain credits consist of a minor amount with an estimated total of less than \$10,000).

Street Credits:

In reviewing potential Street Credits, it was determined that there were two types of street credits that were initially available to the developer: a qualified public improvement or a change of use credit. When determining a change of use credit, city staff calculates reimbursement based on the historical use, which in this case was designated as “manufacturing,” and actually consisted of 40,000 square feet of industrial mill operations. Inasmuch, the change of use would have resulted in a credit of \$69,360 (a manufacturing designation is a relatively low traffic generator which is why there were not a significant amount of credits available produced by this option). In contrast, potential credits for a qualified improvement were calculated at a significantly higher amount.

In April 2006, the City of Central Point and the original developer's agent for Snowy Butte Station agreed upon a qualified public improvement credit for the upsizing of South Haskell Street within the boundaries of the new subdivision. A copy of the agreement letter is attached. The total available credit was agreed to by both parties at an amount equal to \$445,268.00. Since that time, the developer has used approximately \$149,000 of the total available credits, and there is a remaining balance of \$296,000. As each component of the project developed, the Developer was entitled to request to use of the above-described credits. However, there was never a uniform request to use these credits. For example, some projects benefitted from the credits—the MicroVellum development is one example—and others received only smaller credit amounts such as O'Reilly Auto Parts and Wash n Go Depot.

History of Project:

Chris Galpin was the original project developer and was financially backed by Investors II, LLC. In 2010, Mr. Galpin relinquished his project interests (interests were returned to Investors II, LLC.) because of the great recession. At that time, the City met with the principal of Investors II LLC, Eric Bunn, about the credits and their timeline for use. Unfortunately, Mr. Bunn passed away only a short time later, and a few months passed before new company leadership was made aware of this issue. More Specifically, it was during this period that the credit eligibility window lapsed/expired.

In reviewing all potentially eligible projects, there were 28 townhouses that would have been eligible for transportation credits (not requested), that were constructed in 2007. In 2007, the Central Point residential transportation development fee was \$3,601 per unit, which would have generated a maximum credit/refund amount of \$100,828.00.

FINANCIAL ANALYSIS: The City will budget for payment of the used Street and Storm Drain SDC credits as part of a 2019 supplemental budget.

LEGAL ANALYSIS: N/A

At the June City Council meeting, City Attorney, Sydnee Dreyer, requested this issue be reviewed by outside counsel because of a potential conflict of interest. Inasmuch, City staff has discussed this subject with Mark S. Bartholomew, Attorney at Hornecker Cowling LLP. His email/legal analysis is attached.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Staff recommends granting a refund between 50-100% for the Transportation System Development Charges that were generated by the construction of 28 townhomes in 2007. The value of the suggested reimbursement would range from \$50,414 to \$100,828.

RECOMMENDED MOTION: I move to grant a System Development Charge refund to Investors II LLC in the amount of...

ATTACHMENTS:

1. bartholomew

From: Mark S. Bartholomew
To: [Matt Samitore](#)
Cc: [Mark S. Bartholomew](#)
Subject: RE: your message
Date: Tuesday, July 31, 2018 4:15:30 PM
Attachments: [image002.png](#)

Matt: the ORS limits the credits to ten years. That said, there are significant equities in play, such as the recession, the amount of upsizing, and the death of the developer. Failure to honor, or at least partially honor, the credits may expose the City to liability. Although I cannot say for certain that any claims against the City would succeed, the developer could probably make a prima facie claim for unjust enrichment or a taking without just compensation. The SDC credits are meant to compensate the developer and offset what would otherwise be a taking, because by its nature, upsizing involves building more than just your marginal effect on infrastructure.

Mark S. Bartholomew
Hornecker Cowling LLP
14 N. Central Avenue, Suite 104
Medford, OR 97501
541-779-8900 voice
541-773-2635 fax
<http://www.roguelaw.com>



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From: Matt Samitore <Matt.Samitore@centralpointoregon.gov>
Sent: Tuesday, July 24, 2018 11:22 AM
To: Sydnee Dreyer <sbd@medfordlaw.net>; Mark S. Bartholomew <msb@roguelaw.com>
Cc: Dan O'Connor <dano@medfordlaw.net>
Subject: RE: your message

Mark,

Let me know if you need any additional context or background for your review.

Thanks,

Matt Samitore, Parks and Public Works Director
Public Works Department

City of Central Point
140 South Third Street
Central Point, OR 97502
Desk: 541-664-3321 (x205)
Fax: 541-664-6384
www.centralpointoregon.gov



From: Sydnee Dreyer [<mailto:sbd@medfordlaw.net>]
Sent: Monday, July 23, 2018 9:51 AM
To: Mark S. Bartholomew
Cc: Matt Samitore; Dan O'Connor
Subject: RE: your message

Mark,

It can wait until you get back I think. I am copying Matt as he is the person you will be dealing with. The issue has to do with termination of SDC credits. We have a developer with a significant amount of SDC credits on the book. Per the ordinance, they expired in 2016. However, the City never took any action on those, and they still appear in the books. The City proposed that rather than terminate all the credits it could credit the developer with a certain portion of the credits it would have been entitled to claim for some earlier construction, which for whatever reason were never claimed, and then anything the City cannot apply to earlier development would be terminated. There is a question, however, as to whether the City has any authority to offer to give those credits for prior construction, after the fact, when the credits should have already been removed from the City's books. The developer is Investors II, LLC. Because I represent both Investors II and the City, I cannot advise as to whether this would be legal. Thanks for your assistance. I am leaving town on the 25th and do not return until the 13th. In the interim you can reach out to Dan if you need to discuss this further. But Matt will have all the factual information you need. I am also attaching the last staff report that went to Council as it will give you further background.

Sydnee B. Dreyer
Huycke O'Connor Jarvis, LLP
823 Alder Creek Drive
Medford, OR 97504
Phone: (541) 772-1977
Fax: (541) 772-3443

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From: Mark S. Bartholomew <msb@roguelaw.com>

Sent: Saturday, July 21, 2018 1:13 PM

To: Sydnee Dreyer <sbd@medfordlaw.net>

Subject: your message

Hi Syd—I did talk to Chris Clayton briefly on Wednesday, but he didn't mention any representation issues. Sorry I didn't get back to you yesterday, I was in GP most of the day and then foolishly took the afternoon off. I say that because I am going out of town tomorrow and am now back in the office trying to get things squared away. I'd be happy to help you/CP out, but I won't be back in town until Thursday and back in the office Friday. You can call me on Monday on my cell phone though 503-936-9922. If it needs urgent attention, you can call Souvanny Miller at my office. She's new, but she has already taken over for Joe at Eagle Point, so she knows some city stuff.

Thanks.

Mark S. Bartholomew
Hornecker Cowling LLP
14 N. Central Avenue, Suite 104
Medford, OR 97501
541-779-8900 voice
541-773-2635 fax
<http://www.roguelaw.com>



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Business

City Hall Roof Replacement



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council **STAFF MEMBER:** Chris Clayton, City Manager

FROM: Chris Clayton, City Manager **DEPARTMENT:** Administration

MEETING DATE: August 9, 2018

SUBJECT: Authorization for the City Manager/Building Official to Award the 2018 City Hall Roof Replacement Project Bid.

ACTION REQUIRED: Motion **RECOMMENDATION:** Approval

BACKGROUND INFORMATION:

During the winter of 2017/2018, a number of roof leaks required repair (new city hall and council chambers buildings). Eventually, the original roofing contractor performed a warranty repair around the perimeter of the new city hall building.

Given that the existing roof has had numerous leaks/repairs, and is now approaching its 15-year of life, City Staff decided to solicit bids for a complete roof replacement.

FINANCIAL ANALYSIS:

The City received three informally solicited bids (attached) for the 2018 City Hall Roof Replacement Project, which ranged from a low bid of \$43,350 to a high bid of \$141,080.

The 2017-2019 City of Central Point Budget includes an internal services fund, which subsequently includes budget appropriation for facilities maintenance. More specifically, the 2017-2019 internal services/facilities maintenance appropriation incorporated \$100,000 for necessary capital facilities expenditures. As of May 2018, this appropriation had a remaining balance of \$93,570. The recommended bid award of \$43,350 would be appropriated from the existing internal services/facilities maintenance capital line item balance.

LEGAL ANALYSIS:

The 2018 City Hall Roof Replacement Project is considered an intermediate procurement by Oregon Revised Statute (ORS).

279B.070 Intermediate procurements:

(1) A contracting agency may award a procurement of goods or services that exceeds \$10,000 but does not exceed \$150,000 in accordance with intermediate procurement procedures. A contract awarded under this section may be amended to exceed \$150,000 only in accordance with rules adopted under ORS 279A.065.

(2) A contracting agency may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

(3) When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals.

(4) If a contracting agency awards a contract, the contracting agency shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110. [2003 c.794 §54; 2013 c.66 §2]

Consistent with Oregon Revised Statute (ORS) 279B.070, City Building Official, Derek Zwagerman, informally solicited three project bids from Pressure Point Roofing, Blesser Built Roofing and Lawless Roofing.

A City of Central Point General Services Contract has been prepared (attached) and includes the recommended low bidder, Pressure Point Roofing, Inc.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

City Council has maintained a continuous goal of keeping city facilities in good repair and protecting the community's long-term investments.

STAFF RECOMMENDATION:

Staff is recommending acceptance of Pressure Point Roofing Inc., as the lower bidder for the 2018 City Hall Roof Replacement Project for the contract amount of \$43,350.

RECOMMENDED MOTION:

I move to authorize the City Manager to award the 2018 City Hall Roof Replacement Project to Pressure Point Roofing, Inc. for the amount of \$43,350.

ATTACHMENTS:

1. Project Limits-Project Bids-Project Contract



S 2ND ST

ALDER ST

OAK ST

S 3RD ST



CAP081918

City of Central Point, Oregon
140 S Third Street, Central Point, OR 97502
541.664.3321 Fax 541.664.6384
www.centralpointoregon.gov



Building Department
Derek Zwagerman, P.E., Building Official

TO: Roofing Contractor
FROM: Derek Zwagerman
DATE: May 25, 2018
RE: Roof Repair

The City of Central Point is seeking bids to remove and replace the existing roofing located at 140 S. Third St., Central Point, OR. Bids must be received by June 29, 2018.

The bid shall include removing the existing membrane and replacing it with a 60-mil thickness TPO membrane. The bid shall also include flashing of roof penetrations, parapet walls, drains, etc. Removal and reinstallation of parapet wall caps and other necessary work to complete the reroof shall be provided as part of the bid.

The bid shall be broken down for three options:

1. Removal and replacement of the entire roof area depicted in the following roof diagram.
2. Removal and replacement of the approximate 8,250 sq. ft. roof area.
3. Removal and replacement of the approximate 2,960 sq. ft. roof area + the two "bridge" areas of 288 & 264 sq. ft.

The contractor may also provide alternative products in their bid for consideration.

Product specifications must be provided with the bid.

Contractor must have a City of Central Point business license and CCB license.

Contractor Name: Pressure Point Roofing
Address: 5235 Rainbow DR Central Point OR
Phone: 541-864-0066 / office 772-1945
Contact name & email: Gregm@PressurePointRoofing.com

Bid Prices: (Bids due by June 29, 2018)

Option #1 43,350
Option #2 30,925
Option #3 13,404

Further information or to arrange a site visit, you may contact Derek Zwagerman, Building Official for the City of Central Point at (541) 423-1024 or derek.zwagerman@centralpointoregon.gov.



Customer Info:

Job #: 13977
 City of Central Point
 140 s third st,
 central point, OR, 97502
 (541) 423-1024

Pressure Point Roofing, Inc.
 5235 Rainbow Dr. Central Point, OR 97502
 Phone: (541) 772-1945
 Fax: (541) 664-1772
Company Representative:
 Greg Monroe
 (541) 772-1945
 gregm@pressurepointroofing.com

Tear off existing TPO roofing and install a new 60 mil Duro-Tuff roofing system with a 20 year warranty. Option #2

Description
Install 1/2 fan fold as a slip sheet between the roof deck and the Duro-Last roofing system.
Install 60mil PVC Duro-Tuff mechanically attached roofing membrane according to manufacturer's specifications.
Install 60mil Duro-Tuff membrane on the parapet walls.
Install prefabricated drains, stacks, and curbs for all roof penetrations.
Install 2 way breather vents according to manufacturer specifications (1 per 1,000 square feet).
Install 30"x60" walk pad for the HVAC units service doors.
Clean up roofing debris and grounds to condition at commencement.
Inspection by certified Duro-Last inspector checking all field welds and details. 20 year NDL warranty.

Tear off existing TPO roofing and install a new 60 mil Duro-Tuff roofing system with a 20 year warranty. Option #2 total: \$30,925.00

Tear off existing TPO roofing and install a new 60 mil Duro-Tuff roofing system with a 20 year warranty. Option #3

Description
Install 1/2 Dens Deck as a recovery board to be fully adhered.
Install 60mil PVC Duro-Tuff mechanical fastened roofing membrane according to manufacturer's specifications.
Install 60mil Duro-Tuff membrane on the parapet walls.
Install prefabricated drains, stacks, and curbs for all roof penetrations.
Install 2 way breather vents according to manufacturer specifications (1 per 1,000 square feet).
Install 30"x60" walk pad for the HVAC units service doors.
Clean up roofing debris and grounds to condition at commencement.
Inspection by certified Duro-Last inspector checking all field welds and details. 20 year NDL warranty.

Tear off existing TPO roofing and install a new 60 mil Duro-Tuff roofing system with a 20 year warranty. Option #3 total: \$13,425.00

Total for all sections: \$44,350.00

Total: **\$44,350.00**

Notes/Comments:

Workmanship warranty from Pressure point roofing is for five years.

Option #1 \$43,350.00

CCB #80247 Understructure, (if necessary) is additional at Time (\$60 per man hour) and Materials (plus 10%). We will notify owner if additional work is needed before proceeding. Payment terms: 25% Down, Balance upon project completion. Payment to be made within 10 days receipt of invoice.

By signing below, customer acknowledges receipt of State required notices (when applicable.)

Disputes to be Arbitrated. Any dispute between the parties concerning the interpretation, application, enforcement or validity of this agreement shall be arbitrated under Chapter 13 of the Uniform Trial Court Rules effective August 1, 1990 or as amended thereafter. All arbitration hearings shall take place in

<https://mv.aaculinx.com/IsarControls/FlexSupport/PrintEstimate.aspx?EstimateID=6569e778-0c1c-4c8c-8869-ffea1272c1b8&tblID=005c1e07-0022-412>

Jackson County, Oregon. The cost of arbitration shall be shared equally between the parties; however, the prevailing party shall be entitled to recover the attorney's fees incurred concerning the arbitration and/or any appeal thereof. In the event Owner or Contractor shall take any action, judicial or otherwise, concerning this agreement, including but not limited to enforcement or interpretation of any terms of the agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports, taking and transcribing of depositions, surveyor reports and foreclosure reports and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with non-judicial action, including the giving by Contractor to Owner of any notice necessitated by Owner's failure to comply with any terms of this contract.

Dug Monroe
Company Authorized Signature

6/28
Date

Customer Signature

Date

Customer Signature

Date

This estimate was last edited by Greg Monroe ((541) 772-1945, gregm@pressurepointroofing.com) on June 28, 2018. The estimate may be withdrawn if not accepted within ____ days.

City of Central Point, Oregon
140 S Third Street, Central Point, OR 97502
541.664.3321 Fax 541.664.6384
www.centralpointoregon.gov



Building Department
Derek Zwagerman, P.E., Building Official

TO: Roofing Contractor
FROM: Derek Zwagerman
DATE: May 25, 2018
RE: Roof Repair

The City of Central Point is seeking bids to remove and replace the existing roofing located at 140 S. Third St., Central Point, OR. Bids must be received by June 29, 2018.

The bid shall include removing the existing membrane and replacing it with a 60-mil thickness TPO membrane. The bid shall also include flashing of roof penetrations, parapet walls, drains, etc. Removal and reinstallation of parapet wall caps and other necessary work to complete the reroof shall be provided as part of the bid.

The bid shall be broken down for three options:

1. Removal and replacement of the entire roof area depicted in the following roof diagram.
2. Removal and replacement of the approximate 8,250 sq. ft. roof area.
3. Removal and replacement of the approximate 2,960 sq. ft. roof area + the two "bridge" areas of 288 & 264 sq. ft.

The contractor may also provide alternative products in their bid for consideration.

Product specifications must be provided with the bid.

Contractor must have a City of Central Point business license and CCB license.

Contractor Name: BLESER BUILT ROOFING, INC.

Address: P O Box 5294
Central Point, OR 97502

Phone: 541-601-7870

P.O. Box 5294 • Central Point, OR 97502
Phone: (541) 245-6727 • Fax: (541) 245-2726
ryanbleser@hotmail.com
Licensed • Bonded • Insured • #75393

Contact name & email: _____

Bid Prices: (Bids due by June 29, 2018)

Option #1 49,900⁰⁰

Option #2 38,000⁰⁰

Option #3 16,800⁰⁰

Further information or to arrange a site visit, you may contact Derek Zwagerman, Building Official for the City of Central Point at (541) 423-1024 or derek.zwagerman@centralpointoregon.gov.

Ⓢ Not Boli Wage RATE

R B
6/10/18

Mailing Address:
P.O. Box 5294
Central Point, OR 97502

Email Address:
ryanbleser@hotmail.com



BLESER BUILT ROOFING INC.

Phone: (541) 245-6727
Cell: (541) 601-7870
Fax (541) 245-2726
Licensed • Bonded • Insured
#75393

C/O Derek Zwagerman PROPOSAL AND CONTRACT

TO:
Name City of Central Point Date 6-8-2018
Address 140 South Third Street Job Address Re-Roof Bid
City Central Point, Ore 97502 City AS per Plan
Phone 541-423-1024
Email Derek.ZWAGERMAN@CENTRALPOINTOREGON.GOV

I propose to furnish all materials and perform all labor to

Remove AND Dispose OF EXISTING Single Ply Membrane Roofing, LEAVE EXISTING INSULATION IN PLACE.

Remove AND Save Coping/CAP metal, REINSTALL After New Roofing Installed.

INSTALL Durolast 1/2" EPS Cover board or Equal OVER EXISTING INSULATION MECHANICAL FASTEN.

INSTALL Durolast 50 MIL' PVC Single Ply Membrane Roof System. (White)

INSTALL All Durolast Accessories, Terminations Flashings to MANUFACTURERS Specifications.

REINSTALL EXISTING CAP METAL.

Durolast 20 year NDL Warranty.

OPTION #1 49,900⁰⁰

Forty Nine Thousand Nine Hundred dollars —

OPTION #2 16,800⁰⁰

Sixteen Thousand Eight Hundred dollars —

OPTION #3 38,000⁰⁰

Thirty Eight Thousand dollars —

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of: workmanship warranty 10 years on all new roofing or re-roofing

Re-Roof Permit to be Issued By City of Central Point

\$ Cost Per Above OPTION

Payment schedule due on job completion. Estimate good for 30 days and is subject all to material price increases. Estimate does not include wood rot, insulation replacement or decksheeting price. Not responsible for dust and dirt filtration into building. We take no liability for fumes from hot asphalt, Bitumen, coatings, or adhesive applied roof systems during roof installation. Water leaks from existing masonry parapets, or sheet metal above new roof membranes are omitted to warranty and subject to repair cost. Not responsible for "third party" damage. All "third party" repairs will be billed to customer. Not responsible for music, TV, or satellite dish antenna installation. Any HVAC, Ducting, Electrical or Sign Removal and Re-Installation are added cost. There is an additional cost for any mold, asbestos testing, abatement and disposal. 1.5% finance charge will be charged per month on all past due accounts.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Availability of materials may result in job delay and completion. Due and payable upon job completion.

Accepted by _____

Submitted by R. Bleser

LICENSED • BONDED • INSURED
#75393

DATE _____

FOR CONFIRMATION AND SCHEDULING MAIL BACK WHITE COPY.
CONSUMER NOTIFICATION INFORMATION ON BACK SIDE

City of Central Point, Oregon
140 S Third Street, Central Point, OR 97502
541.664.3321 Fax 541.664.6384
www.centralpointoregon.gov



Building Department
Derek Zwagerman, P.E., Building Official

TO: Roofing Contractor
FROM: Derek Zwagerman
DATE: May 25, 2018
RE: Roof Repair

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The bid shall include removing the existing membrane and replacing it with a 60-mil thickness TPO membrane. The bid shall also include flashing of roof penetrations, parapet walls, drains, etc. Removal and reinstallation of parapet wall caps and other necessary work to complete the reroof shall be provided as part of the bid.

The bid shall be broken down for three options:

1. Removal and replacement of the entire roof area depicted in the following roof diagram.
2. Removal and replacement of the approximate 8,250 sq. ft. roof area.
3. Removal and replacement of the approximate 2,960 sq. ft. roof area + the two "bridge" areas of 288 & 264 sq. ft.

The contractor may also provide alternative products in their bid for consideration.

Product specifications must be provided with the bid.

Contractor must have a City of Central Point business license and CCB license.

Contractor Name: Lawless Roofing, Inc
Address: PO Box 1778, Grants Pass, OR 97528
Phone: 541-479-1839

Contact name & email: Doug Witt, Jr doug@lawlessroofing.com

Bid Prices: (Bids due by June 29, 2018)

Option #1 \$ 141,080⁰⁰
Option #2 \$ 99,720⁰⁰
Option #3 \$ 44,145⁰⁰

Alternate - Roof Overlay
FleeceBack EPDM, Fully adhered
with Fast Adhesive.
Savings Per Option:
#1 - \$31,162⁰⁰
#2 - \$21,788⁰⁰
#3 - \$9,310⁰⁰
Deduct From Each Total

Further information or to arrange a site visit, you may contact Derek Zwagerman, Building Official for the City of Central Point at (541) 423-1024 or derek.zwagerman@centralpointoregon.gov.

CITY OF CENTRAL POINT
GENERAL SERVICES CONTRACT
City of Central Point City Hall Reroof

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

Consultant Information:

Full legal name or business name: Pressure Point Roofing, Inc.

Address: 5235 Rain Bow Drive City: Central Point, OR Zip Code: 97502

Telephone: (541) 772-1945 email: gregm@pressurepointroofing.com

City and Consultant agree:

1. Services to be Provided. Consultant will provide to City the following services:
■ set forth on the attached EXHIBIT B

2. Effective Date or Duration. This contract is effective on the following start date (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on the following end date:

Contract start date: August 10, 2018 Contract end date: November 1, 2018

3. Consideration. City agrees to pay Consultant a sum not to exceed \$43,350.00 for the services to be provided. Payment will be made
■ upon completion

4. Change Orders. The City may request "Consultant" to perform extra work, or may issue a change order regarding work or services listed in Section 1, or Exhibit B, as the case may be. All extra work requests and change orders will be made in writing by City's authorized representative. Any extra work request issued will have a binding "not to exceed" cost amount, that has been negotiated with "Consultant" prior to issuance of the extra work request. If any change order issued will affect any of the pricing for work or services agreed to herein, then "Consultant" shall supply to City's authorized representative in writing, within 48-hours of issuance of the change order to "Consultant", "Consultant's" requested adjustments to the pricing of items this section 3 and justification for such adjustment. "Consultant's" requested adjustments to the pricing shall be as negotiated and approved by City's authorized representative prior to "Consultant" performing the work or services associated with the change order. All definitions, terms, and conditions of this Agreement shall apply to change orders and extra work requests issued by City and performed by "Consultant".

5. Authorized Representative for Consultant. The authorized representative for Consultant is Greg Monroe.

6. Standard Contract Provisions. Consultant shall comply with City's Standard Contract Provisions for Personal Services, a copy of which is attached as Exhibit A.

City of Central Point

Consultant

By: _____
(signature)

By: Greg Monroe
(signature)

Title: _____

Title: Estimator

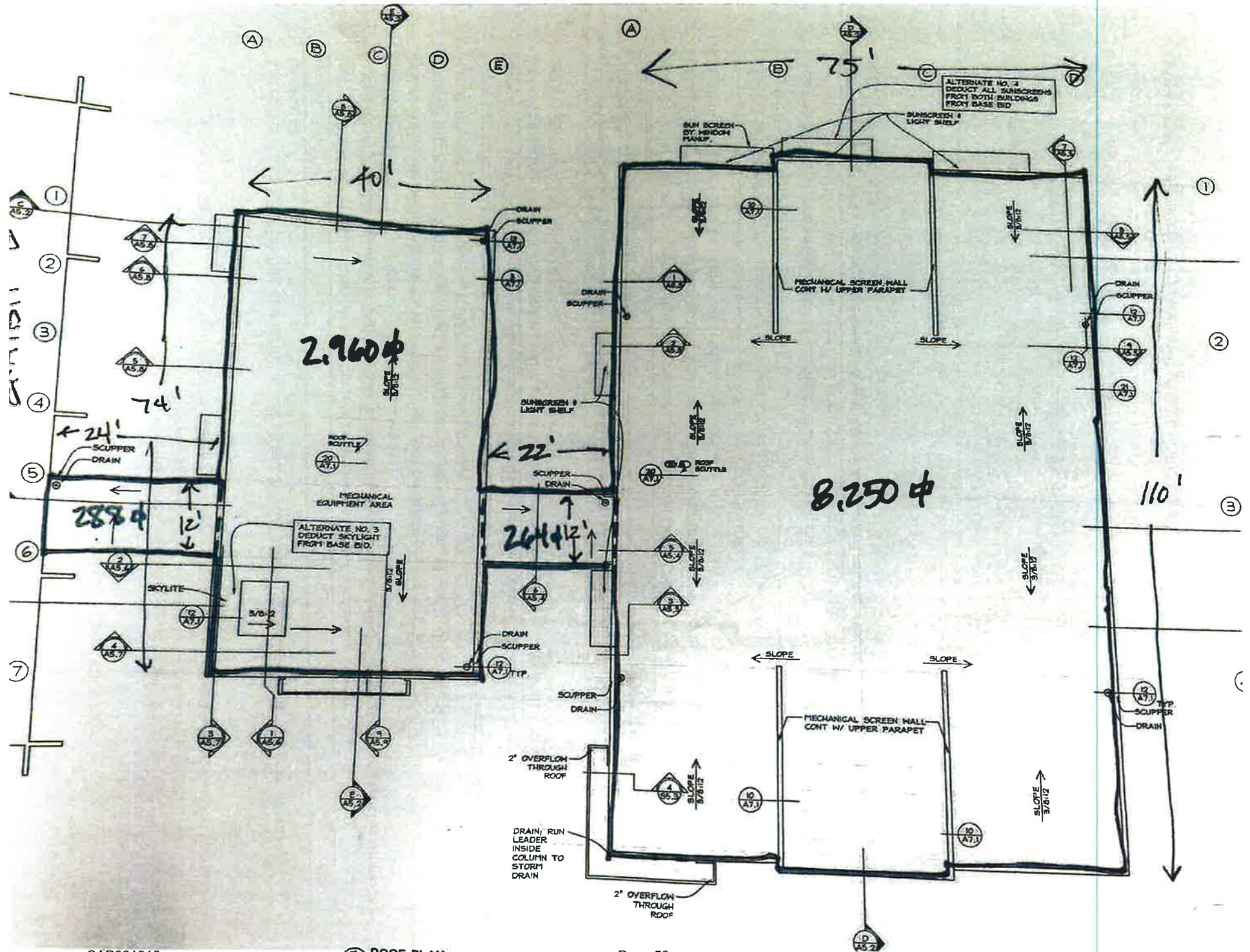
Date: _____

Date: 8-2-18

SSN/Tax ID # 931052886

C.P. Business License # 00608

Form 1099: ■ on file; ■ attached



City of Central Point, Oregon
140 S Third Street, Central Point, OR 97502
541.664.3321 Fax 541.664.6384
www.centralpointoregon.gov



Building Department
Derek Zwagerman, P.E., Building Official

TO: Roofing Contractor
FROM: Derek Zwagerman
DATE: May 25, 2018
RE: Roof Repair

The City of Central Point is seeking bids to remove and replace the existing roofing located at 140 S. Third St., Central Point, OR. Bids must be received by June 29, 2018.

The bid shall include removing the existing membrane and replacing it with a 60-mil thickness TPO membrane. The bid shall also include flashing of roof penetrations, parapet walls, drains, etc. Removal and reinstallation of parapet wall caps and other necessary work to complete the reroof shall be provided as part of the bid.

The bid shall be broken down for three options:

1. Removal and replacement of the entire roof area depicted in the following roof diagram.
2. Removal and replacement of the approximate 8,250 sq. ft. roof area.
3. Removal and replacement of the approximate 2,960 sq. ft. roof area + the two "bridge" areas of 288 & 264 sq. ft.

The contractor may also provide alternative products in their bid for consideration.

Product specifications must be provided with the bid.

Contractor must have a City of Central Point business license and CCB license.

Contractor Name: Pressure Point Roofing

Address: 5235 Rainbow DR Central Point OR

Phone: 541-772-1945

Contact name & email: Greg Monroe Grgm@Pressurepoint Roofing . Com

Bid Prices: (Bids due by June 29, 2018)

Option #1 \$ 43,350⁰⁰

Option #2 \$ 30,925⁰⁰

Option #3 \$ 13,425⁰⁰

Further information or to arrange a site visit, you may contact Derek Zwagerman, Building Official for the City of Central Point at (541) 423-1024 or derek.zwagerman@centralpointoregon.gov.



Customer Info:

Job #: 13977
City of Central Point
140 s third st,
central point, OR, 97502
(541) 423-1024

Pressure Point Roofing, Inc.

5235 Rainbow Dr. Central Point, OR 97502

Phone: (541) 772-1945

Fax: (541) 664-1772

Company Representative:

Greg Monroe

(541) 772-1945

gregm@pressurepointroofing.com

Tear off existing TPO roofing and install a new 60 mil Duro-Tuff roofing system with a 20 year warranty.

Option #2

Description

Install 1/2 fan fold as a slip sheet between the roof deck and the Duro-Last roofing system.
Install 60mil PVC Duro-Tuff mechanically attached roofing membrane according to manufacturer's specifications.
Install 60mil Duro-Tuff membrane on the parapet walls.
Install prefabricated drains, stacks, and curbs for all roof penetrations.
Install 2 way breather vents according to manufacturer specifications (1 per 1,000 square feet).
Install 30"x60" walk pad for the HVAC units service doors.
Clean up roofing debris and grounds to condition at commencement.
Inspection by certified Duro-Last inspector checking all field welds and details. 20 year NDL warranty.

Tear off existing TPO roofing and install a new 60 mil Duro-Tuff roofing system with a 20 year warranty.

Option #2 total: \$30,925.00

Tear off existing TPO roofing and install a new 60 mil Duro-Tuff roofing system with a 20 year warranty.

Option #3

Description

Install 1/2 fan fold as a slip sheet between the roof deck and the Duro-Last roofing system.
Install 60mil PVC Duro-Tuff mechanical fastened roofing membrane according to manufacturer's specifications.
Install 60mil Duro-Tuff membrane on the parapet walls.
Install prefabricated drains, stacks, and curbs for all roof penetrations.
Install 2 way breather vents according to manufacturer specifications (1 per 1,000 square feet).
Install 30"x60" walk pad for the HVAC units service doors.
Clean up roofing debris and grounds to condition at commencement.
Inspection by certified Duro-Last inspector checking all field welds and details. 20 year NDL warranty.

Tear off existing TPO roofing and install a new 60 mil Duro-Tuff roofing system with a 20 year warranty.

Option #3 total: \$13,425.00

Total for all sections: \$44,350.00

Total: **\$44,350.00**

Notes/Comments:

Workmanship warranty from Pressure Point Roofing s for five years.

Option #1 \$43,350.00

CCB #80247 Understructure, (if necessary) is additional at Time (\$60 per man hour) and Materials (plus 10%). We

PUBLIC IMPROVEMENT CONTRACT WITH PRESSURE POINT ROOFING, INC.

For

City of Central Point City Hall Reroof

THIS CONTRACT, made and entered into this 10th day of August, 2018, by and between the City of Central Point, a municipal corporation of the State of Oregon, hereinafter called "City" and Pressure Point Roofing, Inc. hereinafter called "Contractor", duly authorized to perform such services in Oregon.

RECITALS

WHEREAS, City requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid;

AGREEMENT

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. **Services.** Contractor's services under this Agreement shall consist of the following: (Enter General Description of the Work and make reference to the the Attached Documents (i.e. Detailed Scope of Work, Contractor's Bid, etc.)

2. **Effective Date and Duration.** This agreement shall become effective upon the date of execution by the City and shall expire, unless otherwise terminated or extended, on completion of the work or November 1, 2018, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. **Prevailing Wage.** If the contract price exceeds \$50,000 and this Contract is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at: http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the Project shall pay at least the state prevailing rate of wage as determined under ORS 279C.830.

The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). The Contractor shall pay the applicable prevailing wage rates that are in effect at the time City enters into this Construction Contract with Contractor.

Within 30 days of contract award, for contracts \$50,000 or greater, City shall notify the Bureau of Labor and Industries of such contract award and pay the requisite fee.

4. Contract Documents. The Contractor is hereby bound to comply with all requirements of this agreement, the Contractor's proposal, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the documents prepared by the City Engineer and the performance pertaining to this contract, in the City of Central Point, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

5. City's Representative. For purposes hereof, the City's authorized representative will be Derek Zwagerman, Building Official, 140 S. Third St., Central Point, OR 97502.

6. Contractor's Representative. For purpose hereof, the Contractor's authorized representative will be Greg Monroe.

7. Contractor Identification. Contractor shall furnish to the City the Contractor's employer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

8. Compensation.

A. Payments: City agrees to pay Contractor Forty three thousand, three hundred fifty dollars (\$43,350.00) for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

Payment shall be based upon the unit prices bid by the Contractor, as listed in attached bid. Contractor shall prepare and submit each month to the Finance Department, at the address provided for notices in Section 29 herein, a statement of services rendered, (indicating the description of each service used in the bid and the dollar amount of each service completed through the stated date), together with a request for payment duly verified by the Contractor's Representative. Payment by the City shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services.

Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract. Contractor shall include proof of

payment to any and all subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

B. Timing of Payments and Liquidated Damages: Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services. The Contractor agrees that the "Time of Completion" is defined in the Bid, and agrees to complete the work by said date. The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amounts of those damages are difficult to calculate. Contractor and City agree that a reasonable amount of damages for late completion is \$100.00 per calendar day and Contractor agrees to pay such amounts as liquidated damages if the work is not completed by the Time of Completion. Contractor agrees that the liquidated damages specified herein are a fair way of ascertaining damages to the City and are not a penalty for late completion.

C. Final Payment: The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract. If accepted by the City, the remaining balance due to the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of said acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within 15 days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid. If any indebtedness or liens are in dispute, the Contractor may submit a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts if such payment has not already been guaranteed by surety bond.

9. Status of Contractor as Independent Contractor. Contractor certifies that:

A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent Contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee

of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

C. If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

E. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

F. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

10. Subcontracts - Assignment & Delegation. Contractor shall submit a list of Subcontractors for approval by the City, and Contractor shall be fully responsible for the acts or omissions of any Subcontractors and of all persons employed by them, and neither the approval by City of any Subcontractor nor anything contained herein shall be deemed to create any contractual relationship between the Subcontractor and City. This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

11. Contractor - Payment of Benefits - Hours of Work.

A. The Contractor shall:

1) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in this contract;

2) Pay all contributions or amounts due the Industrial Accident Fund under the Worker's Compensation Law from such Contractor or Subcontractor incurred in the performance of this contract;

3) Pay to the Department of Revenue all sums withheld from employees pursuant to state law; and

4) Not permit any lien or claim to be filed or prosecuted against the City of Central Point on account of any labor or material furnished;

B. The Contractor or the Contractor's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the City in writing on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the Contractor or the Contractor's Surety or Subcontractor or the Subcontractor's Surety that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge.

1) The certified statements shall set out accurately and completely the payroll records, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned during each week identified in the certified statement.

2) Each certified statement required herein shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statements shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements shall be submitted as set forth in ORS 279C.845.

3) Notwithstanding the provisions of Section 8(B), the City shall retain 25 percent of any amount earned by Contractor until the certified statements as required by this section have been filed. City shall pay Contractor the amount retained under this subsection within 14 days after Contractor files the certified statements as required by this section, regardless of whether a subcontractor has failed to file certified statements as required by this section. City is not required to verify the truth of the contents of certified statements filed by Contractor.

C. The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of such contract.

Payment of a claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.

D. Contractor agrees that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or when public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the workweek is five consecutive days, Monday through Friday, or ten (10) hours in any one day and or forty (40) hours in any one week when the workweek is four consecutive days, Monday through Friday and for all work performed on Saturday and on any legal holiday as specified in ORS 279C.540.

E. No City employee shall be required to work overtime or on a Saturday, Sunday or holiday in the fulfillment of this contract except where the Contractor agrees to reimburse the City in the amount of money paid the employee for such work as determined by state law, the City's personnel rules or union agreement. The Contractor shall require every Subcontractor to comply with this requirement.

12. Drug Testing Program. ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of the contract. The drug testing program will apply to all employees and will be maintained for the duration of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

13. Contractor's Employee Medical Payments. Contractor agrees to pay promptly as due, to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Contractor's employees, of all sums which the Contractor agreed to pay for such services and all money and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

14. Salvage, Composting or Mulching. If this is a contract for demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

15. Early Termination.

A. This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment of Contractor shall be as provided by ORS 279C.660 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

16. Cancellation with Cause.

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds,

2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement,

3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed, or

4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

5) If Contractor fails to maintain reasonable relations with the public. Verbal abuse, threats, or other inappropriate behavior towards members of the public constitutes grounds for termination.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or

2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

17. Access to Records. City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

18. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City.

19. Adherence to Law.

A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements. Specifically but not by way of limitation, this contract is subject to all applicable provisions of ORS 279C.505, 279C.510, 279C. 515, 279C.520, 279C.525, 279C.530, 279C.540, 279C.570, 279C. 580, and 279C.800-279C.870.

B. To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation

Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.

C. As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

20. Changes. City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

21. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of Subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under Contract.

22. **Nonwaiver.** The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

23. **Warranties.** All work shall be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this contract.

24. **Attorney's Fees.** In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

25. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Jackson County or the U. S. District Court in Medford.

26. **Conflict Between Terms.** It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

27. **Indemnification.** Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

28. **Insurance.** Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such

insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Contractor and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance: Contractor and its subcontractors shall obtain, at contractor's or subcontractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance including all Liability including all major divisions of coverage, including, but not limited to, Premises/Operations, Completed Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability (including coverage for the Contractor's indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The following insurance will be carried:

Employer's Liability Insurance \$ 2,000,000.00 Each Occurrence \$2,000,000.00 Disease
Each Employee \$ 2,000,000.00 Disease – Policy

Commercial General Liability Insurance \$ 2,000,000.00 Each Occurrence Limit \$
3,000,000.00 General Aggregate \$ 3,000,000.00 Products/Completed Operations Aggregate \$
3,000,000.00 Personal and Advertising Injury \$ 2,000,000.00 Limited Job Site Pollution
Occurrence Sub-Limit

Comprehensive Automobile Liability Insurance including coverage for all owned, hired
and non-owned vehicles \$ 2,000,000.00 Each Occurrence Combined Single Limit \$
3,000,000.00 Aggregate Bodily Injury & Property Damage or \$ 2,000,000.00 Each Person
Bodily Injury \$ 2,000,000.00 Each Occurrence Bodily Injury \$ 2,000,000.00 Each Occurrence
Property Damage \$ 2,000,000.00 Each Occurrence Pollution Occurrence Sub-Limit

"All risk" Builder's Risk Insurance (including earthquake and flood) covering the real
and personal property of others in the care, custody, and control of the contractor. Coverage shall
include theft and damage to building interiors, exterior, in transit and offsite storage. The
minimum amount of coverage to be carried shall be equal to the full amount of the contract.
Contractor shall be financially responsible for any deductible applied to loss. This insurance shall
include Owner, the contractor and its sub-contractors as their interests may appear and may not
be cancelled or terminated until such time as City's final acceptance of the project.

The policy shall be endorsed to have the General Aggregate apply to this Project Only.

B. Additional Insured Provision: The City, its officers, directors, and employees shall be
added as additional insureds with respect to this contract. All Liability Insurance policies will be
endorsed to show this additional coverage.

C. Insurance Carrier Rating: Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

D. Certificates of Insurance: As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. Certificates of Insurance should read "Insurance certificate pertaining to contract for Central Point City Hall Reroof. The City of Central Point, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary" in the description portion of certificate.

E. Primary Coverage Clarification: All parties to this contract hereby agree that the contractor's coverage will be primary in the event of a loss.

F. Cross-Liability Clause: A cross-liability clause or separation of insureds clause will be included in general liability, policy. Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Email: derek.zwagerman@centralpointoregon.gov

Such policies or certificates must be delivered prior to commencement of the work. Thirty (30) days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

29. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows: City of Central Point, Attn: Derek Zwagerman, 140 S. Third St., Central Point, OR 97502. (derek.zwagerman@centralpointoregon.gov) and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the

names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

30. Hazardous Materials. Contractor shall supply City with a list of any and all hazardous substances used in performance of this Agreement. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Agreement. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Agreement.

31. Hazardous Waste. If, as a result of performance of this Agreement, Contractor generates any hazardous waste, Contractor shall be responsible for disposal of any such hazardous waste in compliance with all applicable federal and state requirements. Contractor shall provide City with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

32. Severability. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

33. Complete Agreement. This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officer and the Contractor has executed this agreement on the date herein above first written.

CONTRACTOR

CITY OF CENTRAL POINT

Doug Monroe
Signature

Signature

Corea Monroe / Estimator
Printed Name & Title

Printed Name & Title

8-2-18
Date

Date

APPROVED AS TO FORM: _____

Business

Mon Desir Gazebo



City of Central Point

Staff Report to Council

ISSUE SUMMARY

TO: City Council **STAFF MEMBER:** Matt Samitore, Parks and Public Works Director

FROM: Matt Samitore, Parks and Public Works Director **DEPARTMENT:** Public Works

MEETING DATE: August 9, 2018

SUBJECT: Mon Desir Gazebo

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

BACKGROUND INFORMATION: The City was gifted the Mon Desir Gazebo after a fire destroyed the associated commercial structure in 2011. In 2013, the City Parks Commission and City Council agreed upon the future placement of the gazebo in Skyrman Arboretum. The rationale behind this decision was that the gazebo is composed of thin metal and therefore, city staff did not believe its structural integrity would accommodate the level of use that we typically realize in a busier park—like Don Jones.

The City has been storing the gazebo while design, phasing, and funding were established/identified for the Skyrman Arboretum. However, permanent placement of gazebo is now budgeted and includes being placed on a concrete slab with a new roof and a historical plaque (gazebo would be placed in the spring of 2019).

Recently, on social media, there has been extensive discussion about the future of the Mon Desir gazebo. Specifically, some folks are questioning whether the gazebo should be placed in Skyrman Arboretum. Moreover, some of these same folks have approached The Point restaurant about using the gazebo on their back patio. A conversation between The Point owner/operators and city staff has occurred, and The Point is willing to accept the gazebo for use on their back patio if the city agrees to move forward with the new gazebo roof, and associated plaque.

FINANCIAL ANALYSIS: Staff estimates it would cost \$1,000-\$1,500 for the new roof and historical plaque.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Staff recommends the donation of the gazebo and funding request.

RECOMMENDED MOTION: I move to approve the donation of the Mon Desir Gazebo to The Point Restaurant, including a maximum of \$1,500 for roof repair and a historical plaque.

ATTACHMENTS:

1. mondesir

