



# CITY OF CENTRAL POINT

Oregon

## City Council Meeting Agenda Thursday, May 23, 2019

Next Res(1576) Ord (2058)

- I. REGULAR MEETING CALLED TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. SPECIAL RECOGNITION
- V. PUBLIC COMMENTS

*Public comment is for non-agenda items. If you are here to make comments on a specific agenda item, you must speak at that time. Please limit your remarks to 3 minutes per individual, 5 minutes per group, with a maximum of 20 minutes per meeting being allotted for public comments. The council may ask questions but may take no action during the public comment section of the meeting, except to direct staff to prepare a report or place an item on a future agenda. Complaints against specific City employees should be resolved through the City's Personnel Complaint procedure. The right to address the Council does not exempt the speaker from any potential liability for defamation.*

- VI. CONSENT AGENDA
  - A. Approval of April 25, 2019 City Council Minutes
- VII. ITEMS REMOVED FROM CONSENT AGENDA
- VIII. PUBLIC HEARING

*Public comments will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.*

- A. Resolution No. \_\_\_\_\_, A Resolution of the City of Central Point Approving a 2017/2019 Supplemental Budget (Weber)
  - B. Resolution No. \_\_\_\_\_, Authorizing Exemption from Competitive Bidding and Awarding a Contract to OBEC Consulting Engineers for Mingus Creek Culvert Replacement (Samitore)
- IX. ORDINANCES, AND RESOLUTIONS
    - A. Resolution No. \_\_\_\_\_, Approving a Commercial Lease Between City and Central Point Area Senior Citizens, Inc., an Oregon Non-Profit Corporation for Property Located at 123 N. 2nd Street and Authorizing City Manager to Execute Agreement (Samitore)
    - B. Resolution No. \_\_\_\_\_, Approving that IGA with Jackson County School District No. 6 and the City of Central Point for Joint Use of District and City Recreation Facilities and Authorizing the City Manager to Execute Agreement (Samitore)

**Mayor**  
Hank Williams

**Ward I**  
Neil Olsen

**Ward II**  
Kelley Johnson

**Ward III**  
Brandon Thueson

**Ward IV**  
Tanea Browning

**At Large**  
Rob Hernandez

**At Large**  
Michael Parsons

- C. Resolution No. \_\_\_\_\_, Supporting Oregon Public Employee Retirement System (PERS) Reform. (Clayton)
- D. Resolution No. \_\_\_\_\_, A Resolution Adopting the 2019 Public Works Standards and Specifications (Samitore)

**X. BUSINESS**

- A. Planning Commission Report (Humphrey)
- B. Parks and Recreation Commission Appointment (Casey)

**XI. MAYOR'S REPORT**

**XII. CITY MANAGER'S REPORT**

**XIII. COUNCIL REPORTS**

**XIV. DEPARTMENT REPORTS**

**XV. EXECUTIVE SESSION**

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

**XVI. ADJOURNMENT**

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

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

# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Minutes Thursday, April 25, 2019

### I. REGULAR MEETING CALLED TO ORDER

The meeting was called to order at 7:00 PM by Mayor Hank Williams

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

Attendee Name	Title	Status	Arrived
Hank Williams	Mayor	Present	
Neil Olsen	Ward I	Excused	
Kelley Johnson	Ward II	Excused	
Brandon Thueson	Ward III	Present	
Taneeea Browning	Ward IV	Present	
Rob Hernandez	At Large	Present	
Michael Parsons	At Large	Present	

Staff present: City Manager Chris Clayton, City Attorney Sydnee Dreyer; Parks and Public Works Director Matt Samitore; Principal Planner Stephanie Holtey; Police Chief Kris Allison; Human Resource Director Elizabeth Simus; and City Recorder Deanna Casey.

### IV. SPECIAL PRESENTATIONS

#### 1. Police Department Accreditation Presentation

Police Lieutenant Brian Day explained what the accreditation process is and the items that must be in place before a city can receive the designation. He read the proclamation from the State of Oregon Accreditation Association that was presented to the City of Central Point Police Department.

#### 2. Police Department Swearing In

Police Chief Kris Allison swore in Officers Tyler Aplin and Wayne Evans. She introduced them to the Council and provided their background.

### V. PUBLIC COMMENTS - None

### VI. CONSENT AGENDA

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Rob Hernandez, At Large
<b>SECONDER:</b>	Tanea Browning, Ward IV
<b>AYES:</b>	Williams, Thueson, Browning, Hernandez, Parsons
<b>EXCUSED:</b>	Neil Olsen, Kelley Johnson

- A. Approval of April 11, 2019 City Council Minutes
- B. Approval of OLCC Application for Montgomerys Meats, LLC
- C. 3rd Quarter Financial Report

**VII. ORDINANCES, AND RESOLUTIONS**

- A. **An Ordinance adopting the Central Point Comprehensive Plan Housing Element (2019-2039).**

Principal Planner Stephanie Holtey provided a recap of the why we are updating and adopting the Housing Element. We are updating our buildable lands inventory for the next 20 years. It includes an analysis of housing needs within the City’s urban area over a 20-year growth period and addresses the City’s capacity to accommodate housing needs within the UGB.

**Brandon Thueson moved to approve Ordinance 2057, Updating and Adopting the Central Point Comprehensive Plan Housing Element (2019-2039).**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Brandon Thueson, Ward III
<b>SECONDER:</b>	Michael Parsons, At Large
<b>AYES:</b>	Williams, Thueson, Browning, Hernandez, Parsons
<b>EXCUSED:</b>	Neil Olsen, Kelley Johnson

- B. **Resolution Approving Formation of a County Law Enforcement Service District**

Jackson County Sheriff Nate Sickler stated that the current jail facility has been overcrowded since 1985. It was opened in 1981 and is 38 years old. The design is antiquated and inefficient to operate. The annual average cost of crime reports from 2013-2017 is that the state of Oregon pays \$1.37 billion per year and Jackson County pays \$171.2 million per year. The costs per capita are higher in Jackson County than the State.

When researching the costs and economics of building a new county jail a property analysis was done including the correct zoning, access, local climate and infrastructure. The location that was chosen has all the requirements for relocating the JC jail. They reviewed environmental impacts, and location. He explained that they toured several other jails that had been designed by DLR. The new proposed building will be 214,842 square feet and have 800 beds.

The County has committed to support the project and fund at current levels. The proposed Law Enforcement District will assess property owners \$0.83 per \$1,000 of assessed value. The first few years of the district will help pay for the new facility, then after the completion it will support the administrative costs.

Minutes Acceptance: Minutes of Apr 25, 2019 7:00 PM (CONSENT AGENDA)

He explained the construction schedule if the bond is approved by voters in November. They hope to have the new facility open in 2023 and fully serviceable.

There was discussion of the amount of offenders booked over the last three years and how many are counted as repeat offenders. It is hoped that if the stay in jail is longer than a few days it will be a deterrent for repeat offenders. With the overcrowding in the current facility offenders know they will not be in jail for an extended stay. Mental health and addition counseling will be available at the new facility. The average stay in the current facility is 6 to 8 days; the national best practice is 12 to 14 days.

The proposed district rate was established with all cities in Jackson County agreeing to be part of the district by resolution. If a city does not agree to be included in the district we would need to go back to the drawing board and re-evaluate how much the assessed value would be. As of tonight the cities of Eagle Point, Phoenix, Butte Falls, Rogue River and Central Point have agreed to allow their citizens be part of the district.

There was discussion regarding the size of the facility and the ability to expand. The facility will have pods that can hold up to 400 offenders. If the County waits to do the construction the costs will double in just a few years. The current facility cannot be expanded because of building code changes. Originally it was built so that an additional floor could be added, but codes have changed and this is not an option now.

Mr. Clayton stated that staff recommends approval of the proposed Resolution to allow the citizens of Central Point to vote on the proposed district.

**Mike Parsons moved to approve Resolution No. 1575, Approving Formation of a County Law Enforcement Service District.**

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

**VIII. MAYOR'S REPORT**

Mayor Williams reported that he attended:

- The Pear Valley Ribbon cutting.
- The Asante Walk in Clinic Ribbon Cutting.
- A Medford Water Commission meeting.
- The Fair Board meeting.
- The Central Point Chamber mixer.

**IX. CITY MANAGER'S REPORT**

Minutes Acceptance: Minutes of Apr 25, 2019 7:00 PM (CONSENT AGENDA)

City Manager Chris Clayton reported that:

- The Budget documents are available tonight. Please pick yours up from the City Recorder. Staff has been working on the Budget document.
- There are still a couple of tickets available for the Rotary Auction Dinner.
- We will have a photographer here on Monday night before the budget meeting to take photos of Management and Council members.
- Flower baskets will be installed next week in the Downtown Corridor and along Hwy 99.
- Mayor Williams has requested that the Council look at resolution supporting PERS Reform for local jurisdictions at the next Council meeting.
- He had a meeting with Library District representatives to discuss an agreement for the building. The library bond will conclude soon and the library district will take over the buildings. We will be working with the library to share cost in acquiring property for additional parking. Once complete we will bring the agreement to the Council for recommendation and approval.
- The State Legislature is looking at the third party building official requirement for local jurisdictions. This bill will require all jurisdictions to have a building official as a city employee. Currently the smaller jurisdictions contract with outside sources for the building official. Staff is working on an option for a few of the cities around the valley to contract with the City of Central Point for Building official duties. Another option for them would be to contract with the County which can be time consuming.
- The City has seen an increase of people wanting to build businesses in Central Point.
- September 12<sup>th</sup> the Medford Water Commission will once again provide a Big Butte Springs tour. If Council members are interested please contact the City Recorder and make reservations.

## **X. COUNCIL REPORTS**

Council Member Brandon Thueson reported that he attended the Adhoc Committee meeting for the Dennis Richardson Memorial options, and the Eggstravaganza in Twin Creeks Park.

Council Member Rob Hernandez reported that he attended the Adhoc Committee meeting for Dennis Richardson Memorial options.

Council Member Tanea Browning reported that:

- She attended the LOC Conference in Ashland.
- She enjoyed the new layout for Eggstravaganza, it seems like there was more room for all the kids.
- She attended the Visitors Information Center meeting today.
- She attended the RVCOG meeting.

- The Made in Southern Oregon event will be May 18 on Pine Street.
- She attended Fire District No. 3 Board and Budget meeting.
- She attended the Fire District neighborhood meeting for the Scenic Station.
- She attended a meeting with Skyrmann family representatives regarding current and future use of the park. They seem to be very happy with the current plans.

Council Member Mike Parsons reported that:

- He attended the Police Chief Conference in Bend where Chief Allison was sworn in as Director of the Oregon Association of Police Chiefs.
- He participated in the Central Point Little League Parade and lead the parade in a the Volunteer Vehicle with lights flashing.
- He attended the CAC meeting.
- He attended Greeters at the Holiday Inn Express and Suites.
- He attended an RVSS meeting and luncheon. RVSS showcased their GIS program.
- He attended fire district neighborhood meeting last night.

## **XI. DEPARTMENT REPORTS**

Principle Planner Stephanie Holtey reported that:

- She has been working on findings for the Residential Growth Boundary Amendment. They have received a letter from the Browns regarding their interest in being included in the UGB Application.
- Staff is also working on the Employment Lands UGB application.
- They have had a pre-app meeting for a chiropractic office on Pine Street. There is interest in commercial property at the intersection of Hamerick and Pine for a hotel and fast food restaurant. Dominos has been working on an application for Freeman Court. The White Hawk property may have a new owner along with the property to the north of it. They have received a site plan for a car wash to be located at Table Rock and Biddle Road.

Police Chief Kris Allison reported that:

- The department is getting ready for the school year to end.
- May 1st will begin the new citizen out reach of Council, Coffee & Cops. The first event will be in Pfaff park beginning at 6:00 p.m.

Finance Director Steve Weber reported that:

- We have a new Finance Clerk named Nichole Hickey.
- The City will be hosting the Rogue Valley Financial Officers Group on May 8<sup>th</sup> for lunch & learn in the Council Chambers.

- He kicked off this budget season by attending the Fire District Budget Committee where he was appointed as Chair.
- He threw out the first pitch for the first Little League game this year.
- Our first budget committee meeting will be April 29th at 6:30, dinner will be available at 6:00.

Human Resource Director Elizabeth Simas reported that:

- She attended a National HR Conference in Phoenix, AZ last week.
- She has been working on recruitment for a Utility Worker and a Police Officer position.
- She has been working on the Union negotiations for the Police Bargaining Unit.

City Attorney Sydnee Dreyer will be attending the City Attorney Conference in May.

**XII. EXECUTIVE SESSION - ORS 192.660 (2)(d) Labor Negotiations**

**Rob Hernandez moved to adjourn to Executive Session Under ORS 192.660 (2)(d) Labor Negotiations.** Brandon Thueson seconded. All said aye and the meeting adjourned to executive session at 8:26 p.m.

The Council returned to regular session at 9:20 p.m. No further action was taken.

**XIII. ADJOURNMENT**

Brandon Thueson moved to adjourn. Tanea Browning seconded and the April 25, 2019 Council meeting was adjourned at 9:20 p.m.

The foregoing minutes of the April 25, 2019, Council meeting were approved by the City Council at its meeting of May 9, 2019.

Dated:

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

ATTEST:

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

Minutes Acceptance: Minutes of Apr 25, 2019 7:00 PM (CONSENT AGENDA)





## City of Central Point Staff Report to Council

### ISSUE SUMMARY

**TO:** City Council **DEPARTMENT:** Finance

**FROM:** Steven Weber,

**MEETING DATE:** May 23, 2019

**SUBJECT:** Resolution No. \_\_\_\_\_, A Resolution of the City of Central Point Approving a 2017/2019 Supplemental Budget

**ACTION REQUIRED:** Motion  
Public Hearing  
Resolution

**RECOMMENDATION:** Approval

**BACKGROUND INFORMATION:** Oregon Revised Statutes allows for changes to a budget when an unanticipated event occurs. More specifically, ORS 294.471 Supplemental Budget in certain cases; no increase in property taxes permitted. (1) Notwithstanding requirements as to estimates of and limitation on expenditures, during the fiscal year or budget period for which the original budget was adopted, the governing body of a municipal corporation may make one or more supplemental budgets under certain circumstances. One such circumstance is *an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period and that requires a change in financial planning.*

That circumstance is the main need for this supplemental budget. During the Budget Committee meetings for the 2017-19 budget, Parks and Public Works Director Matt Samitore discussed the City's portion of the East Pine Streetscaping project of the Central Point Development Commission. He presented the new street signals and some of the planter boxes would be paid for out of the Street Fund. He then discussed that the City was going to take advantage of the street work to replace the water line that runs along Pine Street which the Water Fund would be paying for. The respective costs for each portion of that project were included in the budget figures presented to the Budget Committee. However, due to a formula error in transferring the approved budget schedules to the resolution for budget adoption presented to Council, the project cost was either left out of the resolution amount (in the case of the Street Fund) or an incorrect total cost was in the resolution (in the case of the Water Fund). Staff discussed this error with the Finance and Taxation division of the Oregon Department of Revenue, which oversees Oregon Local Budget Law, to determine the proper way to correct this budget error. Their recommendation was to wait until the project was completely finished and all costs have been finalized, including any change orders, to determine the final amount to be paid out of each fund. Those final amounts are included in the attached resolution.

Also included in the attached resolution is a budget adjustment for the contribution to the Jackson County Continuum of Care of \$8,600 to help the homelessness issue (which was approved through Resolution No. 1552 at the October 11, 2108 City Council meeting); the

earnest money for the property purchase on South Haskell for the new Public Works corporation yard (which was approved through Resolution No. 1564 at the January 24, 2019 City Council meeting); and an transfer of appropriation(in accordance with ORS 294.463) within the Technical Services department to move \$7,000 from Materials & Services to Capital Outlay.

ORS 294.473 requires a public hearing if a supplemental budget is going to change the expenditures in one or more funds by 10% or more and that notice of the public hearing needs to be published not less than five days prior to the meeting. The noticing requirement was fulfilled by publication in the Medford Mail Tribune on May 18<sup>th</sup> as well as the City's website starting May 16<sup>th</sup>.

More detail on each of the above proposed budget adjustments is provided within the attached resolution.

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**FINANCIAL ANALYSIS:** With adoption of the changes contained in this supplemental budget (\$2,033,600), as well as supplemental budgets approved earlier, the total 2017-19 biennial budget will increase from the original adopted budget of \$49,991,429 to \$52,609,174.

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**LEGAL ANALYSIS:** N/A

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

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**STAFF RECOMMENDATION:** Make a motion to approve the resolution as presented.

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**RECOMMENDED MOTION:** I move to approve Resolution No. \_\_\_\_\_ a resolution approving a 2017-19 supplemental budget.

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**ATTACHMENTS:**

1. RESO Supplemental Budget - Final Supplemental Budget for 2017-19

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

A RESOLUTION OF THE CITY OF CENTRAL POINT  
APPROVING A 2017/19 SUPPLEMENTAL BUDGET

## Recitals:

- A. ORS 294.471 allows the governing body to adopt a supplemental budget when certain conditions exist, such as an occurrence or condition was not known at the time the budget was adopted; a situation was not foreseen and requires prompt action; money is received that was not anticipated, or a request for services or facilities is received which will be paid by another entity and was not known at the time of the adoption of the budget.
- B. General Fund: Within the General Fund there are two budget amendments totaling \$8,600 in additional expenditures:
- a. \$8,600 support for Jackson Co. Continuum of Care. Support the fight against homelessness approved by Resolution No. 1552 at the October 11, 2018 City Council meeting.
  - b. \$7,000 network server upgrade. Transferring appropriation authority in the Technical Services department budget from Materials and Services to Capital Outlay in accordance with ORS 294.463
- C. Street Fund: Within the Street Fund there are two budget amendments totaling \$862,500 in additional appropriations:
- a. \$850,000 for capital outlay. City portion of East Pine Streetscaping project (street signals) was approved at Budget Committee meetings, however, due to a formula error it was not included in the budget adoption resolution approved at the June 8, 2017 City Council meeting. This correction takes into account final project costs.
  - b. \$12,500 for capital outlay. Earnest money for Haskell Street property purchase for the new Public Works Corporation yard.
- D. Water Fund: Within the Water Fund there are two budget amendments totaling \$1,162,500 in additional appropriations:
- a. \$1,150,000 for capital outlay. City portion of East Pine Streetscaping project (water line) was approved at Budget Committee meetings, however, due to a formula error the full amount of the estimated project cost was not included in the budget adoption resolution approved at the June 8, 2017 City Council meeting. This correction takes into account final project costs.
  - b. \$12,500 for capital outlay. Earnest money for Haskell Street property purchase for the new Public Works Corporation yard.

The City of Central Point resolves as follows:

Section 1.

	<b>Appropriation</b>	<b>Revenues</b>	<b>Expenses</b>	<b>Adjusted Appropriation</b>
<b>General Fund</b>		<b>\$ 22,275,153</b>	<b>\$ 22,275,153</b>	
Carryover Balance	\$ 3,952,493	\$ 8,600		\$ 3,961,093
City Enhancement	\$ 409,000		\$ 8,600	\$ 417,600
Materials & Services - TS	\$ 565,995		\$ (7,000)	\$ 558,995
Capital Outlay - TS	\$ 100,000		\$ 7,000	\$ 107,000
<b>General Fund - Revised</b>		<b>\$ 22,283,753</b>	<b>\$ 22,283,753</b>	
<b>Street Fund</b>		<b>\$ 8,511,954</b>	<b>\$ 8,511,954</b>	
Carryover Balance	\$ 2,210,714	\$ 862,500		\$ 3,073,214
E. Pine Streetscaping	\$ -		\$ 850,000	\$ 850,000
S. Haskell Property Purchase	\$ -		\$ 12,500	\$ 12,500
<b>Street Fund - Revised</b>		<b>\$ 9,374,454</b>	<b>\$ 9,374,454</b>	
<b>Water Fund</b>		<b>\$ 9,498,047</b>	<b>\$ 9,498,047</b>	
Carryover Balance	\$ 2,502,253	\$ 1,162,500		\$ 3,664,753
Water Line - 7th to 10th Street	\$ 365,000		\$ 1,150,000	\$ 1,515,000
S. Haskell Property Purchase	\$ -		\$ 12,500	\$ 12,500
<b>Water Fund - Revised</b>		<b>\$ 10,660,547</b>	<b>\$ 10,660,547</b>	

Attachment: RESO Supplemental Budget - Final Supplemental Budget for 2017-19 (1136 : 2017-19 Supplemental Budget)

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of May 2019.

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

ATTEST:

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



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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>
		Public Works
<b>FROM:</b>	Matt Samitore, Parks and Public Works Director	
<b>MEETING DATE:</b>	May 23, 2019	
<b>SUBJECT:</b>	Resolution No. _____, Authorizing Exemption from Competitive Bidding and Awarding a Contract to OBEC Consulting Engineers for Mingus Creek Culvert Replacement	
<b>ACTION REQUIRED:</b>	<b>RECOMMENDATION:</b>	
Public Hearing Resolution	Approval	

**BACKGROUND INFORMATION:** During the 2019 bridge and culvert inspections it was brought to our attention that the metal culverts that convey water under Freeman Road for Mingus Creek were deteriorating at a rapid pace on the west side of the road. The culverts have lost structural integrity along the top of the pipe. Moreover, during high water events where the culverts fill, the road base is being washed away. Staff is concerned that if another wet winter season occurs, Freeman Road may actually start to fall into the culvert.

Staff is asking to re-assign OBEC Engineering, who was the engineer of record on the recent Freeman Road expansion project, to start immediately with the engineering and environmental review necessary to replace this culvert. Staff is recommending a direct appointment be approved to allow for permitting and design to occur immediately and for construction to occur this fall. The State allows for direct procurements for amounts less than \$75,000 as long as they are approved by the governing board. The only reason staff is suggesting the special procurement is because of need for an expedited project timeline. OBEC has historically performed a substantial amount of preliminary work on this project.

**FINANCIAL ANALYSIS:** The Contract is up to \$65,000 for the engineering and environmental permits as well as contract administration and construction engineering.

**LEGAL ANALYSIS:** The City is authorized to enter into this contract as a direct appointment per the Attorney General's model rules for public contracting, which have been adopted by the City.

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**  
City of Central Point Strategic Plan Managed Growth and Infrastructure Goal 3- Continually update infrastructure plans.

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**Strategies:**

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

**Actions:**

- a) Complete phased rehabilitation of Freeman Road to Hopkins Road.
- 

**STAFF RECOMMENDATION:** Recommend approving resolution authorizing award of contract by direct appointment.

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**RECOMMENDED MOTION:** I move to approve Resolution No. \_\_\_\_\_ authorizing exemption from competitive bidding and awarding a contract to OBEC Consulting Engineers for the Mingus Creek at Freeman Road Culvert Replacement

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**ATTACHMENTS:**

1. RESO Direct Appointment - Mingus Culvert Engineering
2. Personal Services Agt OBEC Mingus Creek

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

A RESOLUTION AUTHORIZING EXEMPTION FROM COMPETITIVE BIDDING AND  
AWARDING A CONTRACT TO OBEC CONSULTING ENGINEERS FOR MINGUS CREEK  
CULVERT REPLACEMENT

Recitals:

- A. Whereas, ORS 279.110(8) and the Attorney General Model Public Contracting Rules authorize a contracting agency to enter into a consulting contract by direct appointment where the estimated cost of the engineering services do not exceed \$100,000.00.
- B. Whereas, the City finds that OBEC Consulting Engineers has the specialized technical skills, expertise and resources to provide the City with a cost-effective and time-sensitive plan to evaluate, design and permit the replacement of two Mingus Creek Culverts crossing Freeman Road.
- C. Whereas the City finds that time is of the essence in replacing these culverts.

The City of Central Point resolves as follows:

Section 1. A contract in the form attached hereto as Exhibit A is hereby awarded to OBEC Consulting Engineers for an amount not to exceed \$62,454.40 for evaluation, design, and permitting of replacement of the two Mingus Creek Culverts crossing Freeman Road.

Section 2. This direct appoint is granted under the provisions of Oregon Revised Statutes 279C.110(8) and OAR 137-048-0200(1)(b).

Section 3. The City Manager or his designee is authorized to execute the contract and to take such other steps as necessary to effectuate the approval of the agreement.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of May, 2019.

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

ATTEST:

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

Attachment: RESO Direct Appointment - Mingus Culvert Engineering (1141 : Special Procurement - Freeman Road at Mingus Creek Culvert)

RESOLUTION NO. \_\_\_\_ - EXHIBIT A  
AGREEMENT

Attachment: RESO Direct Appointment - Mingus Culvert Engineering (1141 : Special Procurement - Freeman Road at Mingus Creek Culvert)



CITY OF CENTRAL POINT  
PROFESSIONAL SERVICES CONTRACT  
Mingus Creek Culvert Replacement  
OBEC Job No. P548-0026.00

This contract is made between the City of Central Point (City) and OBEC Consulting Engineers (Consultant).

**Consultant Information:**

Full Legal name or business name: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

City and Consultant agree:

1. **Services to be provided.** Consultant will provide to the City the services set forth in Exhibit B.
2. **Effective Date or Duration.** This contract is effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on April 1, 2020.
3. **Compensation.** City agrees to pay Consultant a sum not to exceed \$62,454.40 for the services to be provided. A written approval in the form of an amendment of this contract will be obtained where there will be changes in the scope of work, amount of contract or time. Payment will be made:
  - Upon completion; or,
  - City shall pay Consultant for services and reimburse Consultant for expenses incurred by Consultant in performance of services in accordance with a payment schedule to be submitted by Consultant and accepted by City. No reimbursement will be made for expenses that are not specifically itemized in this payment schedule without prior approval by City. Consultant shall submit monthly invoices to City for Consultant's services within ten days after the end of the month covered by the invoice. Total payments under this contract or any amendments shall not exceed the sum specified in this section 3.
4. **Authorized Consultant Representative.** The authorized representative for Consultant is Dana Crawford.
5. **Standard Contract Provisions.** Consultant shall comply with the City's Standard Contract Provisions for Professional Services as modified for this contract, a copy of which is attached as Exhibit A.

CITY OF CENTRAL POINT

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tax Id. No.: \_\_\_\_\_

CP Business License #.:

Form 1099: On file:  X  Attached: \_\_\_\_\_

Attachment: Personal Services Agt OBEC Mingus Creek (1141 : Special Procurement - Freeman Road at Mingus Creek Culvert)

**EXHIBIT A**

**CITY OF CENTRAL POINT**

**CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES**

1. **Qualified Personnel.** Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the services required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
  - 1.1 **Standard of Care—Professional Services.**  
Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.
  - 1.2 **Reliance upon Information Provided by Others.**  
If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.
  - 1.3 **Consultant's Opinion of Costs.**  
Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.
2. **Contract Renewal.** The City shall have the option to renew this contract annually after the initial term has expired. Each renewal shall be with such modifications as may be agreed to by the parties in a written amendment of the contract, provided that the amendments made for any renewal term may not increase the total compensation to be paid to Consultant by more than 10 percent or increase the rate of compensation for any contract Service by more than 5 percent.
3. **Authorized Representative for City.** The City's authorized representative is either the City Manager, the Public Works Director, or a duly authorized representative.
4. **Notices.** Any notice permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

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

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

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

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

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

6. **Remedies.**

- 6.1. In the event of a termination of this contract by City because of a breach by Consultant, City may complete the Services either by itself or by contract with other persons, or any combination. Consultant shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in this contract. City may withhold payment of sums due Consultant for work performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Consultant against the costs and losses incurred by City.
  - 6.2. The foregoing remedies provided to City for breach of this contract by Consultant shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Consultant's breach.
  - 6.3. In the event of breach of this contract by City, Consultant's remedy shall be limited to termination of this contract and payment for work performed to the date of termination.
  - 6.4. The Consultant shall be allowed to remedy a breach of this agreement by curing such breach or making reasonable progress toward its cure within 15 days after City has given written notice of alleged breach to Consultant.
  - 6.5. The City shall be allowed to remedy a breach of this agreement by curing such breach or making reasonable progress toward its cure within 15 days after Consultant has given written notice of the alleged breach to the City or upon five days' notice if work under this Agreement has been suspended by either City or Consultant for more than 30 days in the aggregate.
7. **Records/Inspection.** Consultant shall maintain records of its charges to City under this contract for a period of not less than 3 (three) full fiscal years following Consultant's completion of this contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any of Consultant's records that relate to this contract. If any audit by City discloses that payments to the Consultant were in excess of the amount to which Consultant was entitled under this contract, Consultant shall promptly pay to City the amount of such excess. If the excess is greater than one percent of the contract amount, Consultant shall also reimburse City its reasonable costs incurred in performing the audit.
8. **Ownership of Work Product.** All work product of Consultant that results from this Agreement (the work product) is the exclusive property of City, once the Consultant has been paid for services rendered.

City and Consultant intend that such work product be deemed "work made for hire" of which City shall be deemed the author. If for any reason the work product is not deemed "work made for hire," Consultant irrevocably assigns to City all its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law

or doctrine. Consultant shall execute such further documents and instruments as City may reasonably request in order to fully vest such rights in City. Consultant forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The City agrees to hold harmless and indemnify the Consultant from any and all liability whatsoever, associated with any reuse of work products generated by this work project, beyond the original purpose intended by this contract.

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

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

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

damage for each motor vehicle owned, leased or operated under the control of Consultant for, or in the performance of, the services.

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

**EXHIBIT B**

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



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**STAFF RECOMMENDATION:** Approve the Resolution approving the Senior Center Lease

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**RECOMMENDED MOTION:** Approve Resolution No. \_\_\_\_\_ approving a commercial lease between City of Central Point and Central Point Area Senior Citizens, Inc., an Oregon non-profit corporation for property located at 123 N. 2<sup>nd</sup> Street and authorizing the City Manager to execute agreement.

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**ATTACHMENTS:**

1. RESO Approving 2019 Senior Center Lease
2. Senior Center Lease 2019



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

A RESOLUTION APPROVING A COMMERCIAL LEASE BETWEEN CITY OF CENTRAL POINT AND CENTRAL POINT AREA SENIOR CITIZENS, INC., AN OREGON NON-PROFIT CORPORATION FOR PROPERTY LOCATED AT 123 N. 2<sup>ND</sup> STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT

Recitals:

- A. Central Point Area Senior Citizens, Inc., an Oregon non-profit corporation (“CPASC”) coordinates services for seniors in Central Point.
- B. For the past two decades, CPASC has leased space at 123 N. 2<sup>nd</sup> Street, Central Point, OR 97502 for use as a senior center and other activities related thereto.
- C. The current lease, originally entered into in 2015, terminates on June 30, 2019 and City staff has negotiated a new Lease Agreement with CPASC effective July 1, 2019, which is consistent with the terms of the prior lease agreement.
- D. Under the Lease Agreement, CPASC would pay annual rent in the amount of \$1.00, as well as all utility costs as additional rent. In addition, CPASC agrees to manage the Premises and coordinate other civic activities at the Premises.

The City of Central Point resolves as follows:

Section 1. The City hereby approves the Commercial Lease with CPASC effective July 1, 2019 on the terms and conditions set forth on the attached Exhibit “A”.

Section 2. The City Manager or his designee is directed and authorized to execute the Commercial Lease for senior services in the form attached hereto as Exhibit “A”.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of May, 2019.

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

ATTEST:

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

Attachment: RESO Approving 2019 Senior Center Lease [Revision 1] (1139 : Senior Center Lease)

COMMERCIAL LEASE

Date: \_\_\_\_\_, 2019

Between: CITY OF CENTRAL POINT ("Landlord")
a municipal corporation
140 S. 3rd Street
Central Point, OR 97502

And: CENTRAL POINT AREA SENIOR CITIZENS, ("Tenant")
INC., an Oregon non-profit corporation
123 N. 2nd Street
Central Point, OR 97502

Landlord leases to Tenant, and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

A commercial business space consisting of approximately 1800 square feet located at 123 N. 2d Street, Central Point Oregon.

Tenant shall have the right to reasonable use of the common areas surrounding the Premises for parking and ingress and egress consistent with the manner in which such areas are improved, consistent with the terms of this lease, and in common with Landlord. Tenant's use of such areas is subject to reasonable regulation.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence on July 1, 2019. The term of this lease shall continue for a period of two (2) years following the commencement date, unless sooner terminated as hereinafter provided.

1.2 Renewal Option. If the lease is not in default at the time the option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for one successive term of two (2) years, as follows:

(1) The renewal term shall commence on the day following expiration of the preceding term.

(2) The option will be automatically exercised unless written notice to Landlord is given not less than 120 days prior to the last day of the expiring term. The giving of such notice, not to renew, shall be sufficient to make the lease termination binding for the renewal term without further act of the parties. Landlord and Tenant shall then be bound to take the steps required in connection with the determination of rent as specified below.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this lease. Rent for the renewal term shall be continued in the same manner as during the original term.

## **Section 2. Rent**

**2.1 Base Rent.** During the lease term, Tenant shall pay to Landlord, as base rent, the sum of \$1.00 per year.

**2.2 Additional Rent.** Tenant shall pay as additional rent all utility costs including but not limited to electricity, garbage service, telephone and gas and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

### **Section 3. Use of the Premises**

**3.1 Permitted Use.** Tenant shall use the premises for the purpose of operating a senior center, and any activities reasonably related thereto, so long as Tenant remains a viable, active, non-profit corporation.

**3.2 Other Civic Activities.** Tenant shall manage the Premises and may also coordinate and provide for the use of the building for other civic activities and may charge nominal fees for such other uses and provide for reasonable rules relating thereto. Tenant's right to allow use of the building for other activities is subject to the following terms:

(1) Tenant shall ensure that all other civic users of the Premises provide proof of liability insurance naming the City of Central Point as additional insured prior to being permitted to use the Premises;

(2) All users shall execute an indemnification agreement in substantially the form attached hereto as Exhibit "A" agreeing to release, defend and indemnify the City of Central Point for any damage to person or property caused by such user's use of the Premises;

(3) Activities permitted within the building must be civic in nature such as clubs and community events and shall be subject to the facility use rules attached hereto as Exhibit "B";

(4) Failure of Tenant to comply with the requirements herein is a material breach of this Agreement.

**3.3 Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the Premises and use, and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing

Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.

(4) Refrain from loading the electrical system or floors beyond the point considered reasonably safe by a competent engineer or architect selected by Landlord, which limitations shall be communicated to Tenant in writing.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord, which consent shall not be unreasonably delayed or withheld, provided that Tenant shall have the right to make normal and customary interior decorations to the Premises without the consent of Landlord.

(6) Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this lease, Tenant shall remove all Hazardous Substances from the Premises which Tenant, or Tenant's agents, employees, guests or invitees, caused or permitted to be placed on the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

#### **Section 4. Repairs and Maintenance**

**4.1 Landlord's Obligations.** The following shall be the responsibility of Landlord:

- (1) Landlord shall be responsible to maintain landscape, parking lot, and exterior building, and exterior water and lighting.
- (2) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation and landscaping.
- (3) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing in the Premises.
- (4) Repair and maintenance of sidewalks, driveways, curbs, parking areas, and areas

- used in common by Tenant and Landlord.
- (5) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased Premises.
  - (6) Repair, replacement and maintenance of the heating and air conditioning system, except those repairs necessitated by Tenant's failure to properly operate the system.

Repairs and maintenance performed by Landlord shall comply with all applicable laws and regulations.

**4.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

- (1) Any repairs, maintenance, and replacements necessitated by the negligence or misuse of Tenant, its agents, employees, and invitees, including any users of the Premises as provided in Section 3.2, except as provided in Section 6.2 dealing with waiver of subrogation, but not including repairs that would otherwise be the responsibility of Landlord under Section 4.1.
- (2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.3.
- (3) All other repairs to the Premises which Landlord is not required to make under Section 4.1 in order to maintain the Premises in first-class repair, operating condition, working order and appearance.

**4.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent or any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision, provided however, the activities do not unreasonably disturb Tenant's quiet enjoyment.

**4.4 Reimbursement for Repairs Assumed.** If either party fails or refuses to make repairs that are required by this Section 4, the other party may make the repairs and charge the actual costs of repairs to the first party. Such expenditures shall be reimbursed by the first party on demand together with interest at the rate of 12 percent per annum from the date of expenditure. Such expenditures by Tenant may not be deducted from rent and other payments subsequently becoming due. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 15 days before work is commenced, and the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

**4.5 Inspection of Premises.** Landlord shall have the right to inspect the Premises at any reasonable time or times, upon reasonable notice, to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature

until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

## **Section 5. Alterations**

**5.1 Alterations Prohibited.** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent which consent shall not be unreasonably withheld or delayed. Other than pictures, photographs, wall hangings, and other normal and customary interior decorations to the Premises, Tenant shall not glue, nail, screw or otherwise attach anything to the Premises without first obtaining Landlord's written consent, which consent will not be unreasonably withheld. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

**5.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

## **Section 6. Casualty Insurance**

**6.1 Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant may carry similar insurance insuring the property of Tenant on the Premises against such risks but is not required to insure.

**6.2 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## **Section 7. Taxes; Utilities**

**7.1 Property Taxes.** Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall pay as due any and all real property taxes and special assessments that may be levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant except for those fees and charges described in Section 7.2.

**7.2 Payment of Utilities Charges.** Except as provided in this Section 7.2, Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, internal water, gas, electricity, sewage disposal, power, refrigeration, air conditioning,

telephone, and janitorial services. Tenant shall pay street systems development charges and other charges and fees from the City of Central which are billed by the City with its billings for water and sewage disposal charges. In the event that any utility services are provided by or through Landlord, Landlord shall provide full documentation of all expenses and related charges.

**Section 8. Damage and Destruction.** If the Premises are destroyed or damaged such that the cost of repair exceeds 30 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

**Section 9. Liability and Indemnity**

**9.1 Liens**

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12 percent per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**9.2 Indemnification.** Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant, unless such condition is caused by or occurred through the negligence of Landlord. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or intentional or fraudulent act or omission or Landlord's breach of duty under this lease, or such acts by Landlord's agents, employees.

**9.3 Liability Insurance.** Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) with a responsible



company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 9.2 and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

**Section 10. Assignment and Subletting.** Except as otherwise provided in Section 3.2 herein, no part of the Premises may be assigned, mortgaged, or subleased without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances. Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease in the event of sublease or assignment.

**Section 11. Default**

The following shall be events of default:

**11.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after it is due.

**11.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter, proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**11.3 Insolvency/Loss of Nonprofit Status.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days, and/or loss of nonprofit status shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

**11.4 Abandonment.** Failure of Tenant for 15 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

## **Section 12. Remedies on Default**

**12.1 Termination.** In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

**12.2 Reletting.** Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any customary and suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises (exclusive of capital improvement costs to the common areas), but Landlord shall not be required to relet for any use which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of normal and customary rent-free occupancy or other rent concessions.

**12.3 Damages.** In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.
- (2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section 12.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.
- (3) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

**12.4 Right to Sue More than Once.** Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

**12.5 Landlord's Right to Cure Defaults.** If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 12 percent annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

**12.6 Remedies Cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

### **Section 13. Surrender at Expiration**

**13.1 Condition of Premises.** Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

#### **13.2 Fixtures**

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease 10 days following written notice to Tenant of such abandonment, or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

### 13.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 13.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## Section 14. Miscellaneous

**14.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**14.2 Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

**14.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**14.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**14.5 Recordation.** This lease shall not be recorded without the written consent of Landlord.

**14.6 Entry for Inspection.** Upon reasonable notice, Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last four months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

**14.7 Good Faith Requirement.** Notwithstanding anything to the contrary herein, each party hereto shall act in good faith in a commercially reasonable manner in discharging each and every one of its duties and obligations or in exercising its rights under this lease.

IN WITNESS WHEREOF, CITY OF CENTRAL POINT, as "Landlord", and CENTRAL POINT AREA SENIOR CITIZENS, INC., as "Tenant", have signed and acknowledged this agreement the day and year first above written.

CENTRAL POINT AREA SENIOR  
CITIZENS, INC.,

CITY OF CENTRAL POINT

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

Its: **"Tenant"**

Its: **"Landlord"**

Attachment: Senior Center Lease 2019 (1139 : Senior Center Lease)

**EXHIBIT "A"**

**Indemnification Agreement for Users of Premises  
to be executed as a condition of use of the Premises**

In partial consideration for (Name of User of Premises) right to use the Premises located at 123 N. 2<sup>nd</sup> Street, Central Point, Oregon, the undersigned shall indemnify and defend the City of Central Point from any claim, loss, or liability arising out of or related to any activity of the undersigned on the Premises or any condition of the Premises in the possession or under the control of the undersigned, unless such condition is caused by or occurred through the negligence of the City of Central Point. The City of Central Point shall have no liability to the undersigned for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by the City of Central Point's negligence or intentional or fraudulent act or omission of the City, or its employees.

Date: \_\_\_\_\_

Attachment: Senior Center Lease 2019 (1139 : Senior Center Lease)

## Exhibit “B”

### Facility Rules

#### Facility Use Guidelines

1. Users must set-up and remove any chairs, tables, and equipment used in the rented area. Rented area must be returned to its original condition and equipment arrangement.
2. All equipment and supplies must be removed at the completion of the rental. In the event that your rental required additional equipment, tables, chairs or AV equipment that was provided by the Senior Center, these items must be placed back into their proper storage area.
3. Attendance is limited to the occupant load of the facility as established by the City Fire Marshall or as determined by the City of Central Point.
4. Renters are to adhere to the following rules:
  - a. No smoking or tobacco use on City property (inside or outside)
  - b. No alcoholic beverages on City property (inside or outside)
  - c. No bicycles, skateboards or roller skates in the building
  - d. No open flames, sterno, candles or incense
  - e. Close windows and turn off lights as you leave your rental area
5. Users shall not drive any nails, screws, tacks, pins or other objects into the floors, walls, ceilings, partitions, doors and window casings. The use of duct tape on walls is prohibited.
6. No structure or sets are to be built unless specifically provided for herein, and no shrubbery or trees are to be cut, trimmed or injured.
7. Sound amplification permit must be requested from the City of Central Point when applying to use the facility.
8. At no time shall exits or electrical panels be covered or obstructed.
9. No equipment, tables, chairs or any other items that cause obstruction shall be placed in hallways.
10. Authorized representatives of the City or the Senior Center have the right to enter the facility/area any time during a scheduled event.
11. If any damage is done to the facility during the course of the reservation, or the user leaves the premises in a messy condition, the Senior Center may assess an additional fee to cover the costs of repairs or cleanup, including additional costs.

12. The City of Central Point and/or the Senior Center retains the right to cancel a reservation due to unforeseen circumstances or to revoke permission for use of the facility at any time.
13. The Central Point Parks and Recreation Department and/or Senior Center may terminate rental activity when necessary for the safety and enjoyment of the public, if the user violates rules and regulations of the City of Central Point, or if cancellation is deemed necessary in the public interest. No refunds of fees, rents, or deposits will be made due to the termination of the rental through the violation of rules.
14. Users may not assign or sublease any portion of the premises, or any rights under the permit without prior approval. Any such assignment or sublease shall be void and the City or Senior Center shall have the right to exclude any and all persons from the facility attempting to exercise any right or privilege under such assignment or sublease.
15. Requests to hold events that include sales of merchandise or goods may require City Council approval.





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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>
		Public Works
<b>FROM:</b>	Matt Samitore, Parks and Public Works Director	
<b>MEETING DATE:</b>	May 23, 2019	
<b>SUBJECT:</b>	Resolution No. _____, Approving that IGA with Jackson County School District No. 6 and the City of Central Point for Joint Use of District and City Recreation Facilities and Authorizing the City Manager to Execute Agreement	
<b>ACTION REQUIRED:</b>	Resolution	<b>RECOMMENDATION:</b>
		Approval

#### **BACKGROUND INFORMATION:**

City Staff and Legal Counsel have been working with School District 6 on renewing an Agreement regarding joint use of City and School recreational facilities. The agreement formalizes the joint use of facilities and addresses areas of needed concern. Major changes include specifics on selection and availability of City and School property and the respective responsibilities for maintenance and improvements to those facilities.

If the Council approves the Agreement, it would become effective upon approval of Agreement by the School Board.

#### **FINANCIAL ANALYSIS: N/A**

#### **LEGAL ANALYSIS:**

The City is authorized to enter into an intergovernmental agreement pursuant to ORS 190.010.

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

Proactive Government and Citizen Involvement Goal 1 - Build strong relationships between government and its citizens.

#### Strategies:

- a) Initiate effective communication by implementing varied methods to reach as many citizens as possible (e.g. Town Hall meetings, social gatherings, reestablish gathering places (businesses/homes), build upon existing events, set up kiosks, local newspaper/newsletter/website, marketing/advertising, personal contact);
- b) Collaborate with other governmental agencies, public and private enterprises, pooling resources ( e.g. School District #6, RCC/SOU, Library, Theater, RVCOG, Chamber of

- 
- Commerce);  
c) Regularly survey the needs of citizens.
- 

**STAFF RECOMMENDATION:**

Approval of the resolution approving the Agreement between the City and School District for joint use of facilities.

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**RECOMMENDED MOTION:**

Approve Resolution No. \_\_\_\_\_ approving an Agreement with School District 6 for joint use of City and School District recreation facilities.

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**ATTACHMENTS:**

1. RESO Approving IGA with School District Facilities
2. IGA CP-Sch Dist Facility Use (5) - FINAL - 2019.5.16

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

A RESOLUTION APPROVING THAT INTERGOVERNMENTAL AGREEMENT WITH JACKSON COUNTY SCHOOL DISTRICT #6 AND THE CITY OF CENTRAL POINT FOR JOINT USE OF DISTRICT AND CITY RECREATION FACILITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT

Recitals:

- A. Jackson County School District #6 (“District”) and City each own real property in the City of Central Point, including facilities and active use areas, that are capable of being used by the respective agencies for community recreational purposes.
- B. The City finds these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community.
- C. ORS 190.010 authorizes the City to enter into agreements with other governmental agencies to promote the health and general welfare of the community.
- D. City staff has negotiated an intergovernmental agreement with District for Joint Use of recreation facilities.
- E. The agreement will enhance the recreational opportunities afforded to the children and adults in the community.

The City of Central Point resolves as follows:

Section 1. The City hereby approves that Joint Use of District and City Recreation Agreement between City and Jackson County School District #6, as set forth on the attached Exhibit “A”.

Section 2. The City Manager or his designee is authorized to sign said agreement in substantially the form attached hereto as Exhibit “A”.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of May, 2019.

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

ATTEST:

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

*City of Central Point and Jackson County School District*  
**#6**

## Joint Use of District and City Recreation Facilities Agreement

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of May, 2019 by and between City of Central Point, a municipal corporation, hereinafter referred to as "City", and Jackson County School District # 6, a public school district hereinafter referred to as "District."

### Recitals

WHEREAS, District is the owner of real property in the City of Central Point, including facilities and active use areas that are capable of being used by City for community recreational purposes; and

WHEREAS, City is the owner of real property in the City of Central Point, including facilities and active use areas that are capable of being used by District for school recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, ORS 190.010 authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and contribute to enhance the recreational opportunities afforded to the children in the community; and

NOW, THEREFORE, District and City agree to cooperate with each other as follows:

#### 1. Term

This Agreement will begin on July 1, 2019 and will continue thereafter until terminated in the manner set forth in Section 17 of this Agreement.

#### 2. Cooperative Agreement

As provided herein, District and City hereby agree to cooperate in coordinating programs and activities conducted on all their respective properties and in all their respective facilities that are listed on Attachment A ("District Property") and Attachment B ("City Property"). District and City shall have the right to add or exclude properties during the term of this Agreement, provided that any such change shall be in writing and approved by both District and City. Reference to District Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located. As used in this Agreement, "Owner" shall mean the party to this Agreement that owns a particular property and/or facility covered by this Agreement,

and “User” shall mean the other party using the Owner’s property and/or facility under the terms of this Agreement. “Public Access Hours” shall mean the hours during which City or third parties use District Property, or District or third parties use City Property.

### 3. Permitted Uses

#### a. District Property (excluding Twin Creeks “Civic Fields”)

##### i District Use

District shall be entitled to the exclusive use of District Property for public school and school-related educational and recreational activities, including summer school, and at such other times as District Property is being used by District or its agents.

##### ii City Use

At all times other than periods of District’s exclusive use, and subject to the schedule developed by City and District, City will be entitled to use District Property without charge on a “first come, first served” basis for community, recreational, and educational purposes for the benefit of District students, District, and City at large. City shall enforce all District rules, regulations, and policies provided by District while supervising community recreational activities on District Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

#### b. City Property (excluding Mae Richardson Elementary Fields)

##### i City Use

City shall be entitled to exclusive use of City Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by City.

##### ii District Use

At all times other than periods of City’s exclusive use, and subject to the schedule developed by City and District, City will permit District to use City Property on a “first come, first served” basis, without charge for District educational and recreational activities and/or programs. District shall enforce all City rules, regulations, and policies provided by City while supervising community recreational activities on City Property.

#### c. Use of Twin Creeks “Civic Fields” and Mae Richardson “Fields”

- i **Ownership.** Twin Creeks “Civic Fields” are owned by District and maintained by City at City’s sole cost. The fields located to the North and South of Mae

Richardson Elementary School (the “Mae Richardson Fields”) are owned by City and maintained by District at District’s sole cost.

**ii District Priority of Use.** District shall have first priority to use without charge the Civic Fields and the Mae Richardson Fields for public school and school-related educational and recreational activities, including summer school, and at such other times as District Property is being used by District or its agents. For purposes of this section, school related recreational activities include official sponsored school clubs, high-school and middle school sports team activities, but does not include club teams such as Junior Comets.

**iii City Use.** At all other times and subject to the schedule developed by City and District, City will be entitled to use the Civic Fields and Mae Richardson Fields without charge on a next priority basis for community, recreational, and educational purposes for the benefit of District students, District, and City at large. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

**iv Third-Party Use Authorized by City or District**

**i. Priorities of Use.** City and District agree that in providing access to the Civic Fields and Mae Richardson Fields for use other than by District or City, the following priorities for use shall be established:

- Category 1      Activities for youth such as youth athletic clubs, City leagues, children’s classes
- Category 2      District adult programs or activities.
- Category 3      Other adult programs or activities or special events.

**ii. City and District Responsibilities.** City and District’s obligations under this Agreement shall apply to third parties authorized by City or District using such fields. City and District shall be responsible for ensuring that third parties authorized by City or District comply with all obligations under this Agreement when using such property. City shall enforce all District rules, regulations, and policies provided by District while supervising community recreational activities on District Property. District shall enforce all City rules, regulations, and policies provided by City while supervising community recreational activities on City Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

**4. Compliance with Law/Non Discrimination**

**a.** All use of District and City Property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of

Attachment: IGA CP-Sch Dist Facility Use (5) - FINAL - 2019.5.16 (1140 : School District Shared Use - IGA)

state law, the state law shall govern. Any actions taken by District or City that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

- b. All joint use programming and activities scheduled under this Agreement will comply with the Owner's policies prohibiting discrimination.

## 5. Communication

### a. Designation of Employees

District and City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

### b. Joint Use Interagency Team

District and City shall establish a Joint Use Interagency Team ("Interagency Team"), composed of staff representatives of District and City, to develop the schedule for use of District and City Property (including the Civic Fields and Mae Richardson Fields) to recommend rules and regulations for District and City to adopt to implement this Agreement, to monitor and evaluate the joint use project and Agreement, and to confer to discuss interim problems during the term of the Agreement.

- i The Interagency Team shall hold conference calls or meetings annually, or at such other times as agreed to by the Interagency Team to review the performance of the joint use project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to the District Superintendent and the City Manager or their designees, for resolution.

## 6. Scheduling Use of Property

### a. Master Schedule

District and City shall develop a master schedule for joint use of District and City Property to allocate property use to District, City, and third parties. The Interagency Team shall schedule regular meetings in October, February, June or at such other times as mutually agreed upon by District and City. At these meetings, District and City will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming season schedule. The initial Master Schedule is attached hereto as Attachment C, incorporated herein by reference.

### b. Scheduling of City Property

City shall have the responsibility for scheduling third party use of City Property and the Civic Fields using the priorities established in section 3.

**c. Scheduling of District Property**

District shall be responsible for scheduling third party use of District Property and the Mae Richardson Fields using the priorities established in section 3.

- d. Changes to Schedules of Use.** In the event an unanticipated change of schedule is required, either party must provide the other party written notice no less than 30-days prior to the proposed change or, in the event of emergency, as much notice as may be reasonably practicable under the circumstances. Notwithstanding the foregoing, where such change would impact an event which has: 1) already opened for registration; 2) been published in the City Recreation Guide; 3) or otherwise would detrimentally impact a previously planned event, such schedule change shall not become effective until the completion of such previously planned event, absent the written consent of both District and City.

**7. Tracking Use of Facilities**

District and City shall each track use of their respective Properties under this Agreement for purposes of the Annual Review of Benefits described in Section 8.b, below.

**8. Fees and Charges**

- a. Fees** Except as otherwise provided in this Agreement, each party shall retain all revenues (including fees) resulting from its respective program activities, including rental fees paid by third parties to the scheduling party under this Agreement, consistent with controlling laws, rules and regulations.
- b. Annual Review of Benefits** District and City may annually review the exchange of benefits based upon hours of use, costs, fees, and charges. Any compensation for an imbalance in joint use programming costs shall occur through balancing the exchange of future benefits unless otherwise agreed in writing by the parties.

**9. Improvements**

- a.** District shall obtain prior written consent of City to make any alterations, additions, or improvements to City Property; City shall obtain prior written consent of District to make any alterations, additions, or improvements to District Property. With respect to any permanent improvements proposed to be made, the terms of any such written consent shall also address the ownership and/or valuation of such improvements in the event of the sale of the underlying property.
- b.** Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.
- c.** Each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or District's need to use District Property for educational purposes or City's need to use City



Property for municipal purposes.

## 10. Supervision, Security, and Inspections

### a. Supervision and Enforcement

Each User shall train and provide an adequate number of competent personnel to supervise all activities on the Owner's Property. The User shall enforce all of the Owner's rules, regulations, and policies while supervising activities or programs on the Owner's Property. The User shall be responsible for the costs of all its personnel supervising such activities or otherwise acting on behalf of the User in carrying out this Agreement, including but not limited wages, salaries, workers' compensation and other employment benefits provided by the User.

### b. Security

The Owner shall provide the User with access to the Owner's Property. The Owner will provide keys, security cards, and training as needed to the User's employee(s) responsible for opening and locking the Owner's Property while supervising activities or programs.

### c. Inspection and Notification

The User shall inspect the Owner's Property after use to ensure these sites are returned in the condition they were received. The User shall ensure the Owner is notified within two (2) business days in the event that Owner's Property suffers damage during User's use. Such notification shall consist of sending written notification by letter, facsimile, or email to the Owner's designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

## 11. Supplies

The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner's Property.

## 12. Maintenance, Custodial Services

### a. Maintenance

The User agrees to exercise due care in the use of the Owner's Property. The User shall during the time of its use keep the Owner's Property in neat order. Except as otherwise provided in Sections 3(c)(i) and 14 herein, the Owners shall be responsible for the regular maintenance, repair, and upkeep of their respective Properties.

### b. Custodial

The Owner shall make its trash receptacles available during the User's use of Owner's Property. The User shall encourage community users to dispose of trash and pet waste in the trash receptacles during Public Access Hours.

### 13. Parking

During Public Access Hours, District shall make available for public parking the parking facilities associated with the respective site.

### 14. Restitution and Repair

The User shall make restitution for the repair of damage to the Owner's Property during User's use of Owner's Property.

- a. **Inspection and Notification** The User shall, through its designated employee, inspect and notify the Owner, of any damage, as described above in subsection 10(c).
- b. **Repairs** Except as mutually agreed, the User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner agrees to make such repairs within the estimated and/or fixed costs agreed upon between the parties. If it is mutually determined or if it is the result of problem-resolution under section 14(d) of this Agreement that the User is responsible for the damage, then the User agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon. For purposes of this Agreement, repairs mean work needed to correct damage to the Property caused by the User, its employees, agents, guests or licensees. Notwithstanding the foregoing, repairs do not include work necessitated by regular wear and tear such as replacement of a sprinkler heads, mowing, trimming or reseeding grass.
- c. **Reimbursement Procedure** The Owner shall send an invoice to the User's designated employee within ten (10) days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within thirty (30) days from receipt of such invoice.
- d. **Disagreements** The User shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is made within ten (10) days after a first notification.
  - i The User shall notify the Owner of any disagreements in writing by letter, facsimile, or email to District's designated employee. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the User.
  - ii After proper notification, members of the Joint Use Interagency Team, or other designated representatives of City and District, shall make an on-site

investigation and attempt a settlement of the disagreement.

- iii In the event an agreement cannot be reached, the matter shall be referred to the City Manager and the District's Superintendent, or their designees, for resolution.
- iv The Owner shall have the right to make immediate emergency repairs or replacements of Property without voiding the User's right to disagree.

## 15. Liability and Indemnification

To the fullest extent permitted by law, and subject to the Oregon Tort Claims Act, each party to this Agreement shall indemnify, defend, and hold harmless the other party, its elected officials, officers, agents, employees and volunteers from and against any and all claims, causes of action, liability, suits, judgments and expenses, including reasonable attorney's fees and costs, for death or injury to persons, or loss of or damage to property, to the extent that such claims arise out of, relate to or are connected with actual or alleged negligence of the party from whom indemnification is sought, or of such party's employees, agents, contractors or officers, in connection with this Agreement.

## 16. Insurance

District and City agree to provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of at least \$10,000,000.00 per occurrence and \$30,000,000.00 aggregate.
- b. Workers' compensation coverage, as required by Oregon law.
- c. City, its officials, officers, employees, agents and volunteers shall be added as an additional insured on District's general liability insurance coverage, throughout the term of this Agreement. District, its officials, officers, employees, agents and volunteers shall be added as an additional insured on the City's general liability insurance coverage, throughout the term of this Agreement.
- d. District and City shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event District or City is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

## 17. Termination

This Agreement may be terminated at any time, for any reason upon one-hundred-eighty (180) days prior written notice to the other party. This Agreement may also be terminated immediately by either party if the other party fails to comply with the

provisions of this Agreement and, after receipt of written notice, fails to correct such failures within thirty (30) days.

### 18. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

### 19. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

### 20. General Provisions

- a. **No Joint Venture** Nothing herein is intended to create an employment relationship, joint venture or partnership between the parties herein.
- b. **No Liens** Neither party shall create or incur, or suffer to be created or incurred, or to exist, any mortgage, pledge, encumbrance, lien, charge, or any other security interest of any kind on the property of the other without the other's prior written consent. Each party shall discharge, bond, or insure over or otherwise release or collateralize to the other's reasonable satisfaction any mechanic's, laborer's, material's, warehouseman's or other lien or stop notice filed against the other's property within twenty (20) days after the date the lien or stop notice is filed.
- c. **Notice** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by email/facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.
- d. **Arbitration Required/Mediation First Option.** Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation helps parties settle their dispute and any party may propose mediation whenever appropriate through Arbitration Service of Portland or any mediator selected by the parties.

- e. **Waiver** The waiver by either party of a breach by the other, or any subsequent breach of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- f. **Severability** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision, or part thereof, shall not affect the validity of invalidity of any other provision.
- g. **No Effect on Leases** Nothing herein is intended to amend any existing leases between the parties.

**CITY OF CENTRAL POINT**

**JACKSON COUNTY SCHOOL DISTRICT  
NO. 6**

\_\_\_\_\_  
**By: Chris Clayton, City Manager**

\_\_\_\_\_  
**By: Samantha Steele, District  
Superintendent**

Attachment: IGA CP-Sch Dist Facility Use (5) - FINAL - 2019.5.16 (1140 : School District Shared Use - IGA)

**ATTACHMENT “A”****DISTRICT PROPERTY**

The following District facilities will be available for City use. Facilities include parking areas, athletic courts, tracks and fields.

**Central Point Elementary School –**

**Jewett Elementary School – 1001 Manzanita Street**

**Mae Richardson Elementary School – 200 West Pine Street**

**Scenic Middle School – 1955 Scenic Avenue**

**Crater High School – 655 North Third Street**

**Crater High School Land Lab – 5040 Upton Road**

**Early Learning Center (Formerly Asante) – 615 South 2<sup>nd</sup> Street**

**Anhorn Athletic Fields – 5042 Upton Road**

**District Admin Offices – 300 Ash Street**

**ATTACHMENT B****CITY PROPERTY**

All city parks and associated facilities will be available for District use. Associated facilities include gazebos, basketball and tennis courts, and soccer and multiuse fields, specifically:

Cascade Meadows Park, 852 Haskell Street  
Don Jones Memorial Park, 223 West Vilas Road  
Flanagan Park, 200 Tiffany Avenue  
Forest Glen Park, 1101 Gate Park Drive  
Griffin Oaks Park, Blue Moon Drive  
Joel Tanzi Skate Park, 403 S. 4<sup>th</sup> Street  
Mentee Memorial Park, 136 Brandon Street  
Robert Pfaff Park, 635 Manzanita Street  
Skyrman Arboretum, 4588 N. Pacific Highway  
Twin Creeks Park, 555 Twin Creeks Crossing Loop  
Van Horn Park, 950 Freeman Road  
William Mott Memorial Park, 2190 Jeremy Road  
Community Center Park, 403 S. 4<sup>th</sup> Street

Fields to North and South of Mae Richardson Elementary School.

**ATTACHMENT C**  
**MASTER SCHEDULE**

**DISTRICT PROPERTY:**

District owned properties and associated facilities as available for use by the City year round, subject to any prior reservations or scheduled uses which will take priority over City's use. The exception to this is the Mae Richardson Fields, which are owned by the City but managed and maintained by the District. The District will have priority use of the Mae Richardson Fields.

**CITY PROPERTY:**

City managed park properties and associated facilities such as gazebos, tennis courts, etc. are available for use by the District year around but existing private reservations will take priority over District use. The exception to this is the Civic Fields which are owned by the District but managed and maintained by the City. The District will have priority use of these facilities.





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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Manager
<b>FROM:</b>	Chris Clayton, City Manager		
<b>MEETING DATE:</b>	May 23, 2019		
<b>SUBJECT:</b>	Resolution No. _____, Supporting Oregon Public Employee Retirement System (PERS) Reform.		
<b>ACTION REQUIRED:</b>	Resolution	<b>RECOMMENDATION:</b>	Approval

#### **BACKGROUND INFORMATION:**

Cities and Counties throughout the State are being asked to consider resolutions supporting Oregon Public Retirement System (PERS) reform based on the principles provided below. After being contacted about the issue, Mayor Williams requested that I prepare a resolution for Council Consideration similar to what other local government agencies had approved or considered.

#### **Principles of PERS Reform**

1. Keep the promise for all benefits earned to date – for public employees who are retired and for those still in the workforce. This is both a legal requirement and a commitment to fairness.
2. Maintain the basic retirement benefits of the PERS pension plans for those in the current system. These basic benefits are based on years-of-service formulas that provide 45-50% of an employee's "final average salary" after 30 years of employment. With Social Security providing an additional 20-40% of final salary, these benefits meet the test of adequate, even generous, retirement benefits.
3. Recognize that there are excesses in the current system that can and should be corrected on a going forward basis. These excesses, like the Money Match program for pre-2003 employees, continue to produce pension payouts far above the system's years-of-service formulas. Ditto for the use of unused sick leave and retirement to boost benefits for older employees. These add-on features can and should be changed prospectively without reducing the basic benefits of the system's pension plans.
4. Ensure that employees share in the cost of supporting their retirement benefits, consistent with standard practices in both public and private sector plans. This used to be the case for the PERS pension plan until 2003, when employee contributions were shifted to a separate retirement savings plan. Employee support for the pension plan is

needed to re-establish fairness for taxpayers and consistency with benefit practices in the public and private sectors.

5. Work with current compensation plans and bargaining agreements so that reforms do not reduce employee paychecks. Employer “pick-ups” of employee contributions are a legitimate form of compensation when negotiated in lieu of salary.
6. Give employees choices to tailor their retirement benefits to their career plans. Many employees will be better served with 401(k)-style defined contribution plans. Others who expect to spend their careers in public service may prefer a traditional pension plan.
7. Control the liabilities of the system going forward. If current and future employees are to continue to have the option of a pension plan, employers should be expected to manage their compensation systems so as not to boost future payouts and shift costs to future generations of employees and taxpayers. Also, the system’s managers should be required to establish feasible investment targets so as not to understate the true costs of the promised pension benefits.
8. Commit that all cost savings stay in public budgets to expand and improve public services and attract a new generation of public employees. The purpose of reform is not to back money out of public budgets but to free up funds that would otherwise be diverted to chasing the rising liabilities of the PERS pension plans. With or without new revenues, these funds will be needed to add school days and reduce class sizes in our schools and to maintain competitive salaries and benefits for a new generation of public employees.

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### **FINANCIAL ANALYSIS:**

As has been the case in many pension plans in the public sector, and some in the private sector as well, the costs of PERS benefits have been underestimated over the years while the earnings expectations for the fund’s investments were often overstated. This has created the under-funding that plagues the system today. However, the larger problem of under-funding for PERS arose from pension plan’s add-on features, which generated benefit payouts far above the 50%-of-salary target. Those add-on features have a long and complicated history, dating back to the 1960s. In some respects, you can think of them as akin to software patches that were intended to fix little things but ended up creating much larger problems elsewhere in the system. The most significant of these add-on features are the guaranteed rate of return on employee accounts and a Money Match option that provided a way to get a higher pension than the basic years-of-service formula would provide.

The guaranteed rate of return, which is limited to Tier 1 employees, is pegged to the assumed future earnings rate of the system’s investments. It has ranged from 7% to 8% a year over the past 30 years. It is currently 7.2%. This rate is treated as a floor on the interest credited to employee accounts. So when the fund’s investments underperform or even lose money, employees still get their guaranteed return. Because of the Money Match program (see below), these earnings generated larger benefits and additional costs for employers. The guaranteed rate of return was cut off for employees hired after 1995. But it is still adding costs to the system for Tier 1 employees who retire under the Money Match program. The Money Match option allows employees who retire to take their account balances (with accumulated earnings), double these balances with a match from their employers, compute an annuity based on that doubled-up amount and opt for that annuity whenever it produces a higher amount than the basic pension formula. This Money Match program was cancelled for employees hired after mid-2003. It is still generating higher pensions for a third of new Tier 1/2 retirees .Other add-ons to the

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pension benefit formula that have increased the system's payouts are the use of unused sick leave and vacation to inflate the final salary figure on which benefits are calculated.

Money Match and the guaranteed rate of return made PERS a very expensive system. Contributions to the system haven't kept up with these costs. And the huge investment losses of 2008, combined with more modest earnings on investments since then, have ballooned the unfunded obligations of the system – known as the UAL, or unfunded actuarial liability – to more than \$26 billion. This equates to \$15,900 for every Oregon household.

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**LEGAL ANALYSIS:**

Not Applicable.

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

The City Council has a long standing goal for the city to maintain financial stability. Long term, legislative reform that mitigates the City's future contributions towards PERS unfunded liability helps ensure the goal of financial stability.

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**STAFF RECOMMENDATION:**

Staff recommends council consider a resolution supporting Public Employee Retirement System Reform based on the principles described in the associated staff report.

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**RECOMMENDED MOTION:** I move to approve a resolution supporting PERS reform based on the above-described principles.

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**ATTACHMENTS:**

1. PERS Reform Information
2. PERS Reform Resolution

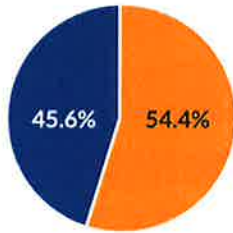
## PROBLEM



PERS cost increases will claim an additional \$10 billion from public service budgets over the next eight years. Even with a \$2 billion revenue package dedicated to education and state services, 80 cents of every new dollar will go to PERS in that eight year period.

### \$2 Billion Revenue vs PERS Costs through 2027 (millions of \$)

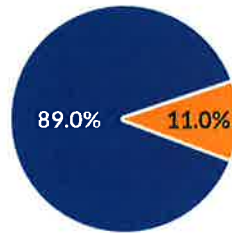
	\$2 Billion Rev. +5%/year	Cumulative PERS Cost Increases All Entities	Biennial Percentage PERS/Revenue	Cumulative PERS Cost Increases State/Education	Biennial Percentage PERS/Revenue
2019-21	\$1,500*	\$1,015	67.7%	\$684	45.6%
2021-23	\$2,205	\$2,546	115.5%	\$1,728	78.4%
2023-25	\$2,431	\$3,109	127.9%	\$2,163	89.0%
2025-27	\$2,680	\$3,496	130.4%	\$2,448	91.3%
<b>Total 2019-27</b> <small>*18 months</small>	<b>\$8,816</b>	<b>\$10,166</b>	<b>115.3%</b>	<b>\$7,023</b>	<b>79.7%</b>



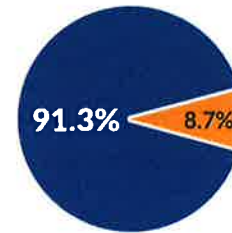
2019-21



2021-23



2023-25



2025-27

■ Share of new dollars going to PERS

■ Share of new dollars going to services

## SOLUTIONS

PROPOSAL	2019 LEGISLATION & 2020 INITIATIVES	2019-21 SAVINGS FOR SERVICES	2021-23 SAVINGS FOR SERVICES	OFFSET OF PERS COST INCREASES 2019-2027
<b>Skin in the game:</b> Reinstate employee cost sharing for the PERS pension plan	IP 22: Employees contribute 6%	\$0	\$475 million	44%
	IP 23: Employees (ex. P&F) contribute 6%	\$0	\$456 million	38%
	IP 24: Employees contribute 2.8% to 6%	\$0	\$262 million	27%
	<b>Governor:</b> Employees contribute 1.5%-3% > \$20K	\$0	\$104 million	10%
	<b>SB 1049:</b> Employees contribute 0.75%-2.5% > \$30K	\$148 million	\$293 million	10%
<b>Benefit corrections:</b> Modify excessive benefits going forward	IP 22: \$150 salary cap	\$2 million	\$7 million	<1%
	<b>SB 1049:</b> \$195 salary cap & Money Match reform		\$93 million	3%
<b>Establish 401(k) style DC plan</b>	IP 22 / IP 23: DC plan @ 6% Employer + 6% Employee	\$0	Savings will depend on amount of pension cost sharing	
<b>Reform "Double Dipping"</b>	<b>Governor &amp; SB 1049-1:</b> Lift the hours limit & require employer payments to PERS for re-employed retirees	No savings – accelerates buy down of UAL		Will reduce UAL by >\$500 million over 8 years
<b>Debt Deferral</b> Extended pay off of UAL	<b>SB 1049</b> extends pay off period for Tier 1/2 UAL	\$0	\$904 million	29%

<b>K12: Staffing and Services Recovered from Employee Pension Cost Sharing at 1/3 of Normal Cost</b> <i>Eff. 7/1/19; Assumes Tier 1/2 active employee population, now 44% of payroll, declines by average of 6%/year</i>					
Biennium	Employer PERS Savings	Biennial Cost of One Teacher	Savings Equivalent to # Teachers ✓	Biennial Marginal Cost of One School Day	Savings Equivalent to # School Days ✓
2019-21	\$256,294,559	\$197,736	253	\$51,610,000	5.0
2021-23	\$262,429,564	\$210,472	1,247	\$53,703,000	4.9
2023-25	\$270,816,794	\$220,178	1,230	\$55,851,120	4.8
2025-27	\$282,693,124	\$230,442	1,227	\$58,085,165	4.9

<b>K12: Staffing and Services Recovered from SB 1049's Cost Sharing and Benefit Corrections</b> <i>Assumes Tier 1/2 active employee population, now 44% of payroll, declines by average of 6%/year</i>					
Biennium	Employer PERS Savings	Biennial Cost of One Teacher	Savings Equivalent to # Teachers ✓	Biennial Marginal Cost of One School Day	Savings Equivalent to # School Days ✓
2019-21	\$50,039,702	\$197,736	253	\$51,610,000	1.0
2021-23	\$129,137,304	\$210,472	614	\$53,703,000	2.4
2023-25	\$130,083,565	\$220,178	591	\$55,851,120	2.3
2025-27	\$133,088,417	\$230,442	577	\$58,085,165	2.3

<b>K12: Staffing and Services Recovered from SB 1049's Extended UAL Amortization</b>					
Biennium	Employer PERS Savings	Biennial Cost of One Teacher	Savings Equivalent to # Teachers ✓	Biennial Marginal Cost of One School Day	Savings Equivalent to # School Days ✓
2019-21	\$0	\$197,736	0	\$51,610,000	0.0
2021-23	\$296,095,803	\$210,472	1,407	\$53,703,000	5.5
2023-25	\$317,185,226	\$220,178	1,441	\$55,851,120	5.7
2025-27	\$339,776,744	\$230,442	1,474	\$58,085,165	5.9

Attachment: PERS Reform Information (1142 : Council Resolution Supporting PERS Reform)

## Summary of PERS Employer Contribution Rates

Rates shown reflect the effect of side account rate offsets and retiree healthcare contributions,  
and exclude contributions to the IAP and debt service for pension obligation bonds.

Employer Number	Employer Name	Net Employer Contribution Rate 7/1/17 - 6/30/19			Net Employer Contribution Rate 7/1/19 - 6/30/21		
		Tier 1/ Tier 2 Payroll	OPSRP General Service Payroll	OPSRP Police and Fire Payroll	Tier 1/ Tier 2 Payroll	OPSRP General Service Payroll	OPSRP Police and Fire Payroll
SLGRP (Default Tier 1/Tier 2 Rates)							
CC							
2901	Blue Mountain Community College	14.75%	8.17%	12.94%	18.16%	12.07%	16.70%
2999	Central Oregon Community College	19.09%	12.51%	17.28%	22.54%	16.45%	21.08%
2919	Chemeketa Community College	12.88%	6.30%	11.07%	15.75%	9.66%	14.29%
2908	Clackamas Community College	14.49%	7.91%	12.68%	18.15%	12.06%	16.69%
2900	Clatsop Community College	12.40%	5.82%	10.59%	15.17%	9.08%	13.71%
2996	Columbia Gorge Community College	16.72%	10.14%	14.91%	19.42%	13.33%	17.96%
2906	Klamath Community College	23.40%	16.82%	21.59%	27.46%	21.37%	26.00%
2904	Lane Community College	11.79%	5.21%	9.98%	12.72%	6.63%	11.26%
2910	Linn-Benton Community College	13.81%	7.23%	12.00%	17.23%	11.14%	15.77%
2905	Mt Hood Community College	8.15%	1.57%	6.34%	11.81%	5.72%	10.35%
2995	Oregon Coast Community College	13.25%	6.67%	11.44%	18.44%	12.35%	16.98%
2918	Portland Community College	14.99%	8.41%	13.18%	17.78%	11.69%	16.32%
2922	Rogue Community College	15.24%	8.66%	13.43%	17.97%	11.88%	16.51%
2998	Southwestern Community College	12.78%	6.20%	10.97%	15.73%	9.64%	14.27%
2997	Tillamook Bay Community College	15.77%	9.19%	13.96%	20.73%	14.64%	19.27%
2902	Treasure Valley Community College	12.00%	5.42%	10.19%	11.87%	5.78%	10.41%
2903	Umpqua Community College	15.55%	8.97%	13.74%	17.15%	11.06%	15.69%
City							
2258	City of Adair Village	22.52%	14.69%	19.46%	26.57%	19.08%	23.71%
2103	City of Albany	21.87%	12.79%	17.56%	26.51%	17.27%	21.90%
2235	City of Amity	8.33%	4.02%	8.79%	14.97%	7.48%	12.11%
2104	City of Ashland	23.08%	14.49%	19.26%	27.51%	19.02%	23.65%
2105	City of Astoria	24.66%	15.79%	20.56%	28.91%	20.55%	25.18%
2234	City of Aumsville	17.02%	8.95%	13.72%	21.77%	14.38%	19.01%
2272	City of Aurora	8.14%	0.43%	3.31%	10.35%	2.86%	7.49%
2159	City of Baker City	22.77%	13.63%	16.40%	27.21%	18.11%	22.74%
2150	City of Bandon	20.65%	13.74%	18.51%	24.76%	18.23%	22.86%
2231	City of Banks	9.57%	5.26%	10.03%	14.08%	9.78%	14.41%
2241	City of Bay City	14.52%	10.21%	14.98%	19.33%	15.03%	19.66%
2178	City of Boardman	20.43%	13.54%	18.31%	26.05%	17.94%	22.57%
2216	City of Brookings	21.78%	13.21%	17.98%	26.19%	17.57%	22.20%
2204	City of Burns	17.18%	8.80%	13.57%	22.00%	14.27%	18.90%
2109	City of Canby	18.89%	9.77%	14.54%	22.37%	13.60%	18.23%
2223	City of Cannon Beach	19.26%	11.73%	16.50%	23.15%	16.38%	21.01%
2198	City of Carlton	10.34%	4.26%	9.03%	15.24%	10.94%	15.57%
2182	City of Cascade Locks	31.17%	21.57%	26.34%	35.28%	26.44%	31.07%
2194	City of Cave Junction	20.53%	12.85%	17.62%	23.59%	17.25%	21.88%
2181	City of Central Point	20.60%	13.01%	17.78%	24.86%	17.54%	22.17%

Attachment: PERS Reform Information (1142 : Council Resolution Supporting PERS Reform)

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

**A RESOLUTION TO SUPPORT OREGON PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS) REFORM**

RECITALS:

- A. The City of Central Point supports prudent Oregon public employee retirement system (PERS) reform.
- B. The Oregon Legislature is currently considering a number of proposals to reform the PERS as a means to reduce future unfunded liability.
- C. Reducing future PERS unfunded liability will mitigate future City of Central Point PERS employer rate contributions.
- D. Reducing future City of Central Point PERS employer rate contributions will increase financial stability for the community and tax payers.

**THE CITY OF CENTRAL POINT RESOLVES AS FOLLOWS:**

**Section 1.** Authorizing the City Manager to distribute the resolution of support for PERS reform to elected officials currently serving in the Oregon Legislature.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of May, 2019.

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

ATTEST:

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

Attachment: PERS Reform Resolution (1142 : Council Resolution Supporting PERS Reform)



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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>
		Public Works
<b>FROM:</b>	Matt Samitore, Parks and Public Works Director	
<b>MEETING DATE:</b>	May 23, 2019	
<b>SUBJECT:</b>	Resolution No. _____, A Resolution Adopting the 2019 Public Works Standards and Specifications	
<b>ACTION REQUIRED:</b>	Resolution	<b>RECOMMENDATION:</b>
		Approval

**BACKGROUND INFORMATION:** The City uses its Public Works Standards and Specifications document as the main guidebook for all construction standards within the City. The standards and specifications are primarily engineering standards used for construction of public infrastructure. These standards generally govern construction of streets, waterlines and sidewalks. Every few years the City updates the standards based upon changing needs or new technology. The last update was in 2014.

Over the past 2 years the Public Works Division has been working on updating the Public Works Standards and Specifications in collaboration with the City Engineer and private construction industry. The primary changes to the standards are as follows:

- Requirement added for cluster mailboxes to be constructed to meet new ADA requirements.
- Provisions added to construction requirements to ensure public traffic access, and cleanliness of the work site, throughout construction.
- Low impact facilities (LID) added.
- Base rock and trench backfill compaction requirements changed to ASHTO T-99.
- Concrete minimum strength changed from 3300psi to 3000psi.
- Sidewalk maximum cross slope changed to less than 2 percent.
- T-cut requirements added to trench cut drawings and specifications.
- Rogue Valley Stormwater Quality Design Manual referenced, for low impact



development (LID) facilities.

- Tracer wire requirements added for water services, and where C900 PVC water main is used.
- Testing requirement (Traceability) added for tracer wire.
- Valve box type changed, and PVC replaces well casing.
- Clarified that existing water lines can only be wet tapped.
- City of Central Point Water Division will supply all parts for water services up to and including 2-inch.
- Sand in trenches will be required to be compacted.
- City of Central Point will supply test gauges for waterline pressure tests.
- Fusing requirements added for street lighting.
- Drawings added for TOD sidewalk with tree wells and streetlights.
- Drawings added for decorative TOD streetlights.

A copy of these updated Standards and Specifications will be available at City Hall in Public Works Administration offices. A digital copy will also be available on the City website after it is adopted.

**FINANCIAL ANALYSIS:** N/A

**LEGAL ANALYSIS:** N/A

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

Central Point Strategic Plan Goal 2- Build City pride and positive image.

Strategies:

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

**STAFF RECOMMENDATION:** Recommend approving the 2019 Public Works Standard and Specifications.

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**RECOMMENDED MOTION:** Approve Resolution \_\_\_\_ Approving the 2019 Public Works Standards and Specifications.

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**ATTACHMENTS:**

1. RESO Adopting 2019 Construction Standards
2. PW Standards cover
3. COMPLETE SPECIFICATIONS
4. COMPLETE DETAILS

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

A RESOLUTION ADOPTING THE 2019 PUBLIC WORKS STANDARDS AND SPECIFICATIONS

RECITALS:

- 1. The Public Works Standards and Specifications is a document used for all construction activities within the City limits. The document reflects current construction practices and contains specifications of construction materials and types that are unique to the City of Central Point.
- 2. The last time the Standards were updated was 2014.
- 3. The revised standards update sections that were out of compliance with the City zoning code, the transportation planning rule, DEQ and FEMA regulations and updated construction practices.

The City of Central Point resolves as follows:

**Section 1.** The City hereby adopts the 2019 Public Works Standards and Specifications in the form attached hereto as Exhibit "A".

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of May, 2019.

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

ATTEST:

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

Attachment: RESO Adopting 2019 Construction Standards (1138 : PW Standards Update 2019)

# CITY OF CENTRAL POINT PUBLIC WORKS DEPARTMENT

## **Standard Specifications And Uniform Standard Details For Construction**

2019

Please contact Matt Samitore or Greg Graves if you would like to view a copy of the Standards this is a 300+ page document. It can be sent to you electronically as a separate document.



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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Community Development
<b>FROM:</b>	Tom Humphrey, Community Development Director		
<b>MEETING DATE:</b>	May 23, 2019		
<b>SUBJECT:</b>	Planning Commission Report		
<b>ACTION REQUIRED:</b>	Other	<b>RECOMMENDATION:</b>	Approval

The following items were presented by staff and discussed by the Planning Commission at its regular meeting on May 7, 2019.

- A. Discuss the 2019 Residential UGB Amendment preliminary mapping changes based on previous input from the Planning Commission and comments received from the Citizen's Advisory Committee (CAC) and the City Council. A revised draft of the RUGB Amendment was distributed which reflected revisions to the map referred to as Staff Alternative 1A. The revisions reflected changes recommended at various meetings and supported by the City Council. A progress chart was also distributed and discussed. Staff explained that they will be meeting with a traffic engineer and a DLCD representative in the coming weeks to refine the City's UGB application.
- B. Introduce and discuss the 2019 Employment Buildable Lands Inventory (BLI). In accordance with OAR 660-024-0050(1), the City maintains and Employment BLI to track the availability of buildable employment land in the UGB for a 20-year period. Planning staff explained that an update occurred in 2013 but that land use activity and new population forecasts have demanded further revisions. The BLI is not a policy document but merely an inventory that is necessary to update the Economic Element of the Comp Plan in order to add more employment land to the UGB. The Planning Commission agreed with conclusions presented by staff and directed them to schedule the BLI for a public hearing.
- C. Introduce and discuss the 2019 Economic Element Update. There is an interest in expanding the UGB to include land in the CP-3 Urban Reserve Area (URA) to accommodate business growth and job creation. The City Council has supported a request to expand the UGB with a Resolution of Intent. A staff member from the City Attorney's office has revised and updated the Economic Element to coincide with new BLI information and the document was presented to the Commission. The Commission directed staff to schedule the Economic Element for a public hearing.



**ATTACHMENTS:**

1. Parks Committee - Rogers Application 03\_2019
2. Parks Application Palodichuk 2

**APPLICATION FOR APPOINTMENT TO  
CITY OF CENTRAL POINT COMMITTEE**

Name: SHARON ROGERS Date: 3.1.19

Address: 1168 BOULDER RIDGE ST. - C.P.

Home Phone: \_\_\_\_\_ Business Phone: (541) 200-2290 Cell Phone: (541) 261-820

Fax: \_\_\_\_\_ E-mail: SRogers7477@gmail.com

Are you a registered voter with the State of Oregon? Yes  No \_\_\_\_\_

Are you a city resident? Yes  No \_\_\_\_\_

Which committee(s) would you like to be appointed to: \_\_\_\_\_  
*(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)*

**Meeting Dates (All meeting dates are subject to change or additions, times vary for each committee):**

- Budget Committee: Meetings vary in April Annually
- Citizens Advisory Committee: 2<sup>nd</sup> Tuesday of every quarter
- Council Study Sessions: 3<sup>rd</sup> Monday of each month
- Multicultural Committee: 2<sup>nd</sup> Monday of every quarter
- Planning Commission: 1<sup>st</sup> Tuesday of each month
- Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background: I retired January 2017 as Manager, Executive Services, Providence Medford Medical Cent  
I now work part-time at Grace Point Fellowship in Medford.

Community affiliations and activities:  
I volunteer several times a month at Grace Point Fellowship in several of its ministries.

Previous City appointments, offices, or activities:  
none.

Attachment: Parks Committee - Rogers Application 03\_2019 (1137 : Park Committee Appointments)



As additional background for the Mayor and City Council, please answer the following questions.

1. Please explain why you are interested in the appointment and what you would offer to the community. I've lived in the Rogue Valley since the 60's, attended Medford schools and left the area as my former husband's education dictated, then returning to establish his practice and raise our children. Just prior to retiring I sold my home in Medford and purchased a home in Twin Creeks in 2016. I am a strong advocate of small town living, and my decision to move to CP was purposeful.

2. Please describe what you believe are the major concerns of the City residents and businesses that this committee should be concerned about. My perspective is: the safety of children is a priority. They must have a healthy environment in their homes, on our streets, in our parks, at community events and activities geared to appropriate age groups and abilities, which hopes can lead to them staying in/returning to our community.

3. Please provide any additional information or comments which you believe will assist the City Council in considering your application.

I am a fair, reasonable and level-headed person. I am mature and discerning in my actions and thinking. I have decades of experience and expertise in management, establishing goals and following through.

4. Do you anticipate that any conflicts of interest will arise if you are appointed; and if so, how would you handle them?

While I don't feel there are any present conflicts of interest, my hope would be there would be transparency, discussion, perhaps a necessary abstention on my part if the need arises.

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation and/or omission of facts are cause for removal from any council, advisory committee, board or commission I may be appointed to. All information/documentation related to service for this position is subject to public record disclosure.

Signature: Marion Rogers Date: 3.5.19

Attachment: Parks Committee - Rogers Application 03\_2019 (1137 : Park Committee Appointments)

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



Administration Department  
Chris Clayton, City Manager  
Deanna Casey, City Recorder

**APPLICATION FOR APPOINTMENT TO  
CITY OF CENTRAL POINT COMMITTEE**

Name: Jayme Palodichuk Date: May 2, 2019

Address: 1120 Rose Valley Drive, Central Point, OR 97502

Home Phone: 541-261-0168 Business Phone: Same Cell Phone: Same

Fax: N/A E-mail: jayme@cpmrealestateservices.com

Are you a registered voter with the State of Oregon? Yes X No \_\_\_\_\_

Are you a city resident? Yes X No \_\_\_\_\_

Which committee(s) would you like to be appointed to: Parks and Recreation Committee/Foundation  
*(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)*

**Meeting Dates (All meeting dates are subject to change or additions, times vary for each committee):**

- Budget Committee: Meetings vary in April Annually
- Citizens Advisory Committee: 2<sup>nd</sup> Tuesday of every quarter
- Council Study Sessions: 3<sup>rd</sup> Monday of each month
- Multicultural Committee: 2<sup>nd</sup> Monday of every quarter
- Planning Commission: 1<sup>st</sup> Tuesday of each month
- Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background: I have a Bachelor's in Journalism/Public Relations from the University of Oregon and I am a licensed Real Estate Broker. I have worked in real estate for the last 15 years, specializing in the management and leasing of commercial properties. I have been with CPM Real Estate Services, Inc. since 2006, where I have been the head of the commercial division since 2007. I have my Oregon Insurance license, been certified in self-storage management, and I'm currently working to become a Certified Property Manager. I have been a volunteer with the local soccer club since 2013 and currently serve as the President and Registrar. I have also served on committees for Habitat for Humanity and the JC Chamber Leadership program.

Community affiliations and activities: During my time in the Chamber Leadership Program we focused on youth and the outdoors. We raised over \$100k in donations and in-kind contributions and created the natural playground at Hawthorne Park in Medford. As part of the City's \$2 million renovation project included a futsal court, skate park, and a seasonal splash-pad, we built the innovative play area that features canoes floating on strewn streams and balancing beams made of logs. (see below)

Previous City appointments, offices, or activities: As a mother of two very active boys who are involved in many club and school activities, and athletics, as a family we regularly participate in city events and activities. From the Fourth of July Festival to the Country Crossing Music Festival and the Community Christmas Celebration.

cont'd) I have volunteered for Table Rock SC since 2013. During this time my focus has been on player development, as opposed to many club models that focus on registration numbers. We want players to learn the fundamentals of the game, so they stay engaged, and play long-term, fostering not only a love of the game, but the outdoors and volunteerism. In our model, the older players give back to the club through coaching and mentoring the younger players. We run a number of free camps, sessions, and award scholarships and equipment to those who need them.

Attachment: Parks Application Palodichuk 2 (1137 : Park Committee Appointments)

As additional background for the Mayor and City Council, please answer the following questions.

1. Please explain why you are interested in the appointment and what you would offer to the

community. As a long-time resident of Central Point, I enjoy and appreciate the local leadership - from the Central Point Police Department, to the City's Parks and Rec department. The schools are excellent and have provided our children with a strong foundation that fuels their confidence and has prepared them for both life's challenges, and successes.

I love this community and I have a passion for the outdoors. It's important to me to encourage our youth to spend time outside and take pride in our community. This opportunity presents me with the ability to actively 'practice what I preach'. My experience in real estate, public relations, volunteerism, and parenthood has equipped me with a well-rounded perspective, and I understand the importance of big-picture thinking, prioritizing, and planning ahead. I am a master multi-tasker and I am committed to excellence in what I do.

2. Please describe what you believe are the major concerns of the City residents and businesses

that this committee should be concerned about. The city's residents and business owners want to keep Central Point the small, community-minded city that supports local success and growth as it always has. It's vital that Central Point maintains its autonomy from the surrounding towns and cities, and continues providing opportunity to those who live and invest here. The current franchise stores and corporations provide convenience, but it's the local businesses that contribute to the core of Central Point - its charm. With the recent downtown renovations and the many parks throughout our little city - Central Point is perfect for not only entertaining the locals, but attracting tourists. Our local economy is key and must remain strong to keep value in our homes, dollars in our businesses, and to maintain a healthy, positive environment for our children grow up in. And with this in mind, I want to be a part of the driving force that has worked so hard to make Central Point what it is today.

3. Please provide any additional information or comments which you believe will assist the City Council in considering your application.

I am a mom and professional who does her best to balance both, so that I can also volunteer. I started volunteering at the local animal shelter when I was in high school and have continued on this path my entire life. Service work is part of who I am and I am eager to share my previous experiences and expand upon them. I appreciate a challenge, as my husband of 21 years knows all too well, and we practice real estate together. We also enjoy watching our sons play sports, mentor others, and grow into the amazing young men they were meant to be. We enjoy riding quads as a family and visit the coast as often as our hectic schedule permits. And in all of our spare time, the four of us coach, mentor and serve as leaders through work, school organizations, and sports activities. This will be a new endeavor for me, which I look forward to! I can offer a fresh outlook on old items, and a new and different perspective on new orders of business.

4. Do you anticipate that any conflicts of interest will arise if you are appointed; and if so, how would you handle them?

Without knowing what the City's current focus and objectives are, I can't really say if there would be any conflicts of interest. However, I don't own a local business, I'm not affiliated with a local church, and I'm pretty open-minded. As an established, well-rounded professional, I am confident in my ability to remain objective, see the big picture, and make decisions based on facts and what's best for the city and community as a whole.

Attachment: Parks Application Palodichuk 2 (1137 : Park Committee Appointments)

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation and/or omission of facts are cause for removal from any council, advisory committee, board or commission I may be appointed to. All information/documentation related to service for this position is subject to public record disclosure.

Signature: Jayne Palodichuk

Date: May 2, 2019