CITY COUNCIL MEETING AGENDA

October 24, 2024
6:00 PM
Central Point City Hall, Council Chambers
140 S 3rd St, Central Point, OR
www.centralpointoregon.gov

10. Meeting Called to Order

20. Pledge of Allegiance

30. Roll Call

40. Public Comments

The City Council sets aside 20 minutes for in-person public comments on non-agenda items. Comments are limited to three (3) minutes per individual, five (5) minutes per group or organization. Please complete a public comment form before speaking.

The City Council encourages written comments. Please submit your comments by regular mail to City Council, 140 S Third St, or by email to meetings@centralpointoregon.gov. Comments must be received by noon on the date of the meeting to be noted in the record. Please include the date of the Council meeting with your comments.

50. Consent Agenda

A. Approval of October 10, 2024, Meeting Minutes

60. Items Removed from the Consent Agenda

70. Ordinances and Resolutions

A. Resolution of Intent to Initiate Land Development Code Amendments
Stephanie Powers, Planning Director

B. Resolution Accepting the Lowest Qualified Bid from Greenway Spray LLC

Matt Samitore, Parks and Public Works Director

80. Business

A. Council Member Ward III Appointment

B. Don Jones Park Potential Property Sale

Matt Samitore, Parks and Public Works Director

C. Drones in Parks
Matt Samitore, Parks and Public Works Director

90. Mayor's Report

100. City Manager's Report

110. Council Reports

120. Department Reports

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

140. 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 541-423-1015 (voice), or by e-mail to rachel.neuenschwander@centralpointoregon.gov. Si necesita traductor en espanol o serviciis de discapacidades (ADA) para asistir a una junta publica de la caudad poor favor llame con 72 hora de anticipation al 541-664-3321 ext. 201.

CITY COUNCIL MEETING MINUTES

October 10, 2024
6:00 PM
Central Point City Hall, Council Chambers
140 S 3rd St, Central Point, OR
www.centralpointoregon.gov

1 Meeting Called to Order

2 Pledge of Allegiance

3 Roll Call

The following members were present: Ward IV Taneea Browning, Mayor Hank Williams, At Large Michael Parsons, Ward II Kelley Johnson, Ward I Neil Olsen, Ward III Melody Thueson

The following members were absent: At Large Rob Hernandez

The following staff were also present: City Attorney Dan O'Connor, City Manager Chris Clayton, Parks and Public Works Director Matt Samitore, Finance Director Steve Weber, Police Chief Scott Logue, Park Planner Dave Jacob and City Recorder Rachel Neuenschwander.

4 Public Comments

Central Point Resident on W. Pine St spoke to the council regarding her concerns on the W. Pine sidewalk project.

5 Consent Agenda

A. Approval of September 26, 2024, Meeting Minutes

Motion: Approve
Moved By: Michael Parsons **Seconded by:** Taneea Browning
Roll Call: Members Taneea Browning, Hank Williams, Michael Parsons,

Kelley Johnson, Neil Olsen, Melody Thueson voted yes. None voted no.

6 Items Removed from the Consent Agenda

7 Ordinances and Resolutions

A. Lease Purchase Agreement for Police Vehicles

Finance Director Steve Weber presented to the council a resolution authorizing a lease purchase agreement with Government Capital Corporation for the purpose of financing new police vehicles. The lease purchase of two (2) new police vehicles will be included in City's 2025-27 biennial budget.

The council had concerns over this lease agreement being a good deal, and wanted assurance from both Steve Weber and Police Chief Scott Logue.

Motion: Approve
Moved By: Taneea Browning **Seconded by:** Melody Thueson
Roll Call: Members Taneea Browning, Hank Williams, Michael Parsons, Kelley Johnson, Neil Olsen, Melody Thueson voted yes. None voted no.

Taneea Browning moved to approve Resolution No. 800, a Resolution authorizing a lease purchase agreement with Government Capital Corporation for the purpose of financing new police vehicles.

B. A Resolution to Approve the Central Point - Bear Creek Greenway Master Plan and the Creation of a Long-Term Stewardship Plan for the Park

Park Planner Dave Jacobs presented to the council a Resolution to Approve the Central Point - Bear Creek Greenway Master Plan and the Creation of a Long-Term Stewardship Plan for the Park.
Consultant Shelby Scharen of Scharen Design Studio presented to the council the Bear Creek Greenway Master Plan as well as a 3D design of the project.

Motion: Approve
Moved By: Melody Thueson **Seconded by:** Michael Parsons
Roll Call: Members Taneea Browning, Hank Williams, Michael Parsons, Kelley Johnson, Neil Olsen, Melody Thueson voted yes. None voted no.

Melody Thueson moved to approve Resolution No. 1801, a Resolution to Approve the Central Point - Bear Creek Greenway Master Plan and the Creation of a Long-Term Stewardship Plan for the Park.

C. Resolution Approving the Central Point Parks ADA Transition Plan

Park Planner Dave Jacob presented to the council a Resolution to Approve the Central Point Parks ADA Transition Plan. The transition plan provides a systematic review of each park site based on current federal outdoor recreation access guidelines to help identify and proactively plan for potential improvements, enhancements, and renovations.

The council had concerns over the accuracy of the projected costs for the future years. Matt Samitore responded that when they budget for future projects they will add an inflation amount to the projected costs.

Motion: Approve
Moved By: Melody Thueson **Seconded by:** Kelley Johnson
Roll Call: Members Taneea Browning, Hank Williams, Michael Parsons, Kelley Johnson, Neil Olsen, Melody Thueson voted yes. None voted no.

Melody Thueson moved to approve Resolution No. 1802, a Resolution approving the Central Point Parks and Open Space ADA Transition Plan.

D. Revise the Public Works Standards and Specifications

Parks and Public Works Director Matt Samitore presented to the council a Resolution Revising Table 300-1A of the City's Public Works Standards and Specifications to allow for a two-lane configuration on secondary arterial streets.

The council questioned adjusting of the speed by the design of the roads and questioned the width of the roads. Matt Samitore responded that they could make the change on local streets to state between 10-12 foot lane widths.

Motion: Approve
Moved By: Melody Thueson **Seconded by:** Taneea Browning
Roll Call: Members Taneea Browning, Hank Williams, Michael Parsons, Kelley Johnson, Neil Olsen, Melody Thueson voted yes. None voted no.

Melody Thueson moved to approve Resolution No. 1803, a Resolution revising Table 300-1A of the City's Public Works Standards and Specifications to allow for two-lane configurations on secondary arterial streets with a change that lane widths would be 10 to 12 feet.

8 Business

9 Mayor’s Report

Mayors Hank Williams reported that he attended the Access Mayors United Fundraising Event.

10 City Manager's Report

City Manager Chris Clayton reported that:

- He presented to the council an unaudited cash balance sheet by fund as of October 10, 2024.
- The issue with the resident on River Run and a resident being upset about the state of the Bio-Swale has been addressed.
- The Central Point Little League grass has been planted, and the project continues to progress.
- There has been vandalism in the Pfaff Park restroom. This will be repaired soon.
- Amazon Tour, please let Rachel know if you plan on attending.
- Hotel Motel tax payments should be coming in as soon as the end of the quarter.
- Census workers will be in the city.
- The November Study Session will focus on a diesel fuel tax.
- League of Oregon Cities Finance Committee meeting. The LOC has hired a consultant regarding property tax reform.
- There will be an executive session tonight to discuss some property decisions.
- Tonight is Melody Thueson's last meeting on the City Council.

11 Council Reports

Council Member Melody Thueson reported that she has enjoyed her time on the City Council.

Council Member Mike Parsons reported that he participated in a field trip with 3rd graders at CPE.

Council Member Taneea Browning reported that:

- She participated in a field trip with 3rd graders at CPE.
- She participated in a NLC Podcast.
- She attended a SOREDI board meeting. She will be attending a long-term growth meeting with SOREDI.
- She attended the Bear Creek Restoration Initiative causal gathering to discuss previous priorities set by the technical group, status and any additions.
- She attended the Tour of Creekside with Rogue River Watershed.
- She attended the Mayors United Event.
- Melody has been an incredible contributor to our community.

Council Member Neil Olsen reported that:

- He attended the CAC meeting. There was not a quorum.
- He visited the Little League fields.

12 Department Reports

Parks and Public Works Director Matt Samitore reported that Adroit will be sending out the formal bid for the Community Center.

Finance Director Steve Weber reported that he worked earlier this week with the Auditors and plans to present the 2021/2022 Audit at the next meeting.

Police Chief Scott Logue reported that he had been off moving and had nothing to report.

Jackson County Commissioner Dave Dotterer reported that:

- He was disappointed at missing the last meeting regarding the Bear Creek Greenway project. Steve Lambert is giving tours for the council of the Greenway.
- On Monday, they started the deflection program, which is reform of Measure 110. The livability team from Medford and two Sheriffs are working on the program.

13 Executive Session pursuant to ORS 192.660(2)(e) to conduct deliberations with persons designated to negotiate real property transactions.

Neil Olsen moved to adjourn to the Executive Session under ORS 192.660(2)(e) to conduct deliberations with persons designated to negotiate real property transactions at 7:28 PM with a 5-minute break. Taneea Browning seconded all said aye, and the meeting was adjourned to executive session.

The Executive Session was called to order at 7:33 PM.

Council Returned to regular session at 7:45 PM.

No further action was taken after the executive session.

14 Adjournment

Melody Thueson moved to adjourn, all said aye and the meeting was adjourned at 7:45 PM.

The foregoing minutes of the October 10, 2024, Council meeting were approved by the City Council at its meeting of _____, 2024.

Dated:

_____
Mayor Hank Williams

ATTEST:

_____
City Recorder

Staff Report

DEPARTMENT: Planning **MEETING DATE:** October 24, 2024

STAFF CONTACT: Stephanie Powers, Planning Director

SUBJECT: Resolution of Intent to Initiate Land Development Code Amendments

SUMMARY AND BACKGROUND:

Over the past couple of years, staff has identified numerous housekeeping changes that should be made to Central Point Municipal Code Title 1 (General Provisions), 16 (Subdivisions) and 17 (Zoning). The proposed amendments address standards and procedures for annexations, land divisions, land use applications and limited use types (e.g. fences, home occupations and nonconforming situations). This is the first phase of code updates that are part of a broader project to update the City's land development codes in Title 16 and 17. The project has been delayed due to recent work plan changes needed to comply with state-mandated studies, comprehensive plan and code updates related to Climate Friendly & Equitable Communities (CFEC). However, in late September the City received an extension to an upcoming deadline for CFEC, which has presented an opportunity to advance the code amendments identified by the City to improve the land development process. At this time, staff is asking the Council to initiate the proposed amendments via Resolution of Intent.

Proposed Changes

The proposed code amendments include the following:

Amendment 1, Repeal CPMC 1.20, Annexations

Annexations are land use decisions and subject to land use procedures in Title 17. The proposed amendment would delete the existing standards and procedures for annexations in CPMC 1.20, which are out of date, to be replaced by a new chapter in Title 17 (See Amendment 17, below).

Amendment 2, Title 16, Subdivisions

Change the name of Title 16 to "Land Divisions." Subdivisions are one type of land division action that is addressed in Title 16. The name change aims to clarify that the standards and procedures cover all land division actions and not just subdivisions.

Amendment 3, Chapter 16.04, General Provisions

The proposed amendment replaces the existing language to clarify the background, purpose and applicability of the land division regulations. Current language only addresses applicability and requirements for supplemental information submittal and

subdivision compliance with all city plans and standards. These issues are better addressed as part of application submittal requirements and approval criteria, which are set forth elsewhere in the code.

Amendment 4, Chapter 16.08, Definitions

The proposed amendments align the definitions in Title 16 with the definitions in Oregon Revised Statutes (ORS) 92, which govern land divisions. Specifically, definitions for major and minor partitions and underground utilities are eliminated; definitions for “Plat,” “Property Line,” “Property Line Adjustment,” “Replat” and “Utility Easement.” The definition for “Partitioning Land” is modified consistent with ORS 92.

Amendment 5, Chapter 16.14, Middle Housing and Expedited Land Divisions

This adds a placeholder for future regulations concerning middle housing and expedited land divisions, which are required to be addressed by state law.

Amendment 6, Chapter 16.40, Replats

This is a new chapter that specifies when a replat of an existing recorded partition or subdivision is needed and the process under which a replat is reviewed and approved. At this time, the City has no regulations addressing replats and relies on statutes in ORS 92. The purpose of this change is to make the land development process clearer and more efficient for prospective development applicants in the future.

Amendment 7, Chapter 16.44, Property Line Adjustments

Similar to Amendment 6, the City is proposing a new chapter to present a clear process, standards and approval criteria for proposals that relocate or consolidate property boundaries. At this time, the City relies on ORS 92.

Amendment 8, Chapter 17.04, General Provisions

The proposed amendment consolidates all general provisions for administration of the Zoning Code, including updating the Title name to eliminate referencing the year; clarifying and expanding the purpose statement; addressing the scope and compliance of the Title; providing the rules of code construction; requiring consistency with the Comprehensive Plan; clarifying how the development code and zoning map are implemented; coordinating land use review and decisions with issuance of building permits; establishing authority for permit issuance and decision-making as the official actions of the City, as well as enforcement procedures and fees.

Amendment 9, Section 17.05.100, Table 17.05.01

The proposed amendment to the table adds land use actions not previously identified, removes sections that no longer apply and updates procedural types.

Amendment 10, Section 17.08.010, Definitions

The proposed change adds a definition for “Home Occupation” that clarifies a home occupation is conducted by a person lawfully residing in the dwelling where the home occupation is located.

Amendment 11, Chapter 17.12, Zoning District Establishment

Proposed amendments to this chapter update the abbreviation for the Neighborhood Commercial zone from C-1 to C-N; add a column in the Zoning District Classification table to identify the Chapter reference for each zoning district; and, add a section clarifying how zoning district boundaries are determined.

Amendment 12, Chapter 17.13, Exceptions to Code Standards

The proposed amendment is to revise the whole chapter, which has been renamed to “Adjustments and Variances.” The proposed revisions provide standards, procedures and criteria for adjustments and variances, including elimination of the distinction between Class A, B, and C Variances for clarity and ease of implementation.

Amendment 13, Chapter 17.56, Nonconforming Uses

The proposed amendment replaces the existing chapter with standards and procedures for all nonconforming situations, including nonconforming uses, developments and lots. The revision eliminates the distinction between Class A and B nonconforming uses, which have separate designation processes and regulations under the current code. Proposed changes apply one set of regulations based on the non-conforming situation type.

Amendment 14, Chapter 17.57, Fences

The proposed amendments substantially revise the chapter to align with the building code, increase the allowable fence height from 6-ft to 8-ft in the Civic and Industrial zones and to clarify the allowances and standards for electrified and battery-operated fences.

Amendment 15, Section 17.60.190, Home Occupations

Proposed revisions aim to assure that home-based businesses are not detrimental to the character and livability of the surrounding residential neighborhood and remain subordinate to residential use. The proposed changes prohibit heavy commercial/industrial operations and provide clear and objective standards for hazardous substances, noise, vehicle parking, deliveries and how to count daily trips associated with the business. Finally, the proposed amendments clarify the basis for home occupation permit revocation/termination.

Amendment 16, Chapter 17.76, Conditional Use Permits

A Conditional Use Permit is required for uses that are likely to have impacts on surrounding uses and/or public facilities. The current code language does provide clear approval criteria upon which decisions are rendered. The proposed revisions clarify submittal requirements, approval criteria and the conditions that may be imposed by the City. Additionally, the proposal aims to consolidate a Conditional Use Permit with Site Plan & Architectural Review applications when a conditional use involves land development activities. This will streamline the application process and reduce costs for developers and the City.

Amendment 17, Chapter 17.94, Annexations

The proposed amendment adds a new chapter addressing the procedures and standards for annexations consistent with ORS 222.111 through 222.180, including submittal requirements, land use review process, and approval criteria. The code also addresses the standards and procedures for island annexations, which are not currently addressed in the CPMC.

Amendment 18, Chapter 17.92, Violations and Enforcement

The proposed change moves language concerning violations and enforcement to Section 17.04.090.

FINANCIAL ANALYSIS:
There are no costs to the City associated with the application to amend the land development code, other than in-kind contributions by staff.

LEGAL ANALYSIS:
Text amendments to the land development code are considered Major Amendments pursuant to CPMC 17.10.300 and must be initiated by a Resolution of Intent by the City Council or Planning Commission per CPMC 17.10.200. Staff is seeking authorization to initiate the proposed amendments by resolution of intent.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:
The 2040 Strategic Plan articulates the community's vision for its preferred future including, strategic priorities, goals and strategies to carry it out. Based on review of the Strategic Plan, the proposed amendments align most with the strategic priority for Community Investment, specifically Goal 4, Strategies 2 and 3.

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

> **Strategy 2**- Continually monitor and update the community’s land use to reflect the community’s preferences for how new growth areas will look, feel, and function. (As

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

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

Comment: The request to initiate an application to amend the land development code reflects the need to update and clarify the land development process and standards that are supportive of a professional and efficient land review process and aligns with the goal to maintain Central Point's small town feel as the community grows. This first round of amendments aims to provide a solid administrative foundation upon which future code amendment packages focusing on land use and development standards will be based.

ATTACHMENTS/EXHIBITS:

1. 10242024 CC Resolution of Intent (ZC-24001)

STAFF RECOMMENDATION:

Approve the Resolution declaring the City Council's intent to initiate an amendment to various chapters in the Central Point Municipal Code Title 1, Title 16 and Title 17 addressing annexations, land divisions general provisions and various land use standards and procedures.

RECOMMENDED MOTION:

I move to approve Resolution No. ____, a Resolution declaring the City Council's intent to initiate an amendment to various chapters in the Central Point Municipal Code Title 1, Title 16 and Title 17 addressing annexations, land divisions, general provisions and various land use standards and procedures.

RESOLUTION NO. _____

A RESOLUTION DECLARING THE CITY COUNCIL'S INTENT TO INITIATE AN AMENDMENT TO VARIOUS CHAPTERS IN CENTRAL POINT MUNICIPAL CODE TITLE 1, TITLE 16 AND TITLE 17 ADDRESSING ANNEXATIONS, LAND DIVISIONS, GENERAL PROVISIONS AND VARIOUS LAND STANDARDS AND PROCEDURES.

RECITALS:

A. An amendment of the Central Point Municipal Code (Zoning) may be initiated by adoption of a resolution of intent by the City Council (Chapter 17.10.200); and

B. The City Council has reason to believe that current land use policies in Title 1, Title 16 and Title 17 are unclear and out-date, and prospective development applicants would be benefitted by clarifying and updating policies and standards concerning annexations, land divisions and land use; and,

C. The City Council determines that it is in the City's economic interest and that the public necessity and convenience and general welfare support consideration of such an amendment.

The City of Central Point resolves:

Section 1: By this resolution the City Council authorizes the Community Development Department to proceed with consideration of amendments to Title 1 (General Provisions), Title 16 (Subdivisions) and Title 17 (Zoning), including necessary and related changes to other municipal code sections.

Section 2: Prior to formal application for the actions cited in Section 1 of this resolution the requirements of Section 17.10 et. seq. of the City of Central Point Municipal Code shall be met.

PASSED by the Council and signed by me in authentication of its passage this 24th day of October, 2024.

_____

Mayor Hank Williams

ATTEST:

_____

City Recorder

Staff Report

DEPARTMENT: Public Works **MEETING DATE:** October 24, 2024

STAFF CONTACT: Greg Graves, Construction Services Supervisor

SUBJECT: Resolution Accepting the Lowest Qualified Bid from Greenway Spray LLC

SUMMARY AND BACKGROUND:
This request for bids, from licensed and certified spray applicators, is to perform spraying for the City's turf, landscape, water quality assets, Rights of Way (ROWs) and waterways. This City's sites currently include approximately 11 acres of ROW, 35 acres of turfgrass, 7 acres of landscape beds, 41 acres of riparian area and 4 acres of fire breaks.

FINANCIAL ANALYSIS:
The Herbicide Spraying project was budgeted in the 2023/25. The project is needed to maintain control of noxious and invasives weeds and plants in City open spaces and facilities.

LEGAL ANALYSIS:
The City of Central Point public contracts/bidding is governed by Oregon Revised Statute (ORS) Chapter 279 and Central Point Municipal Code (CPMC) Chapter 2.40.

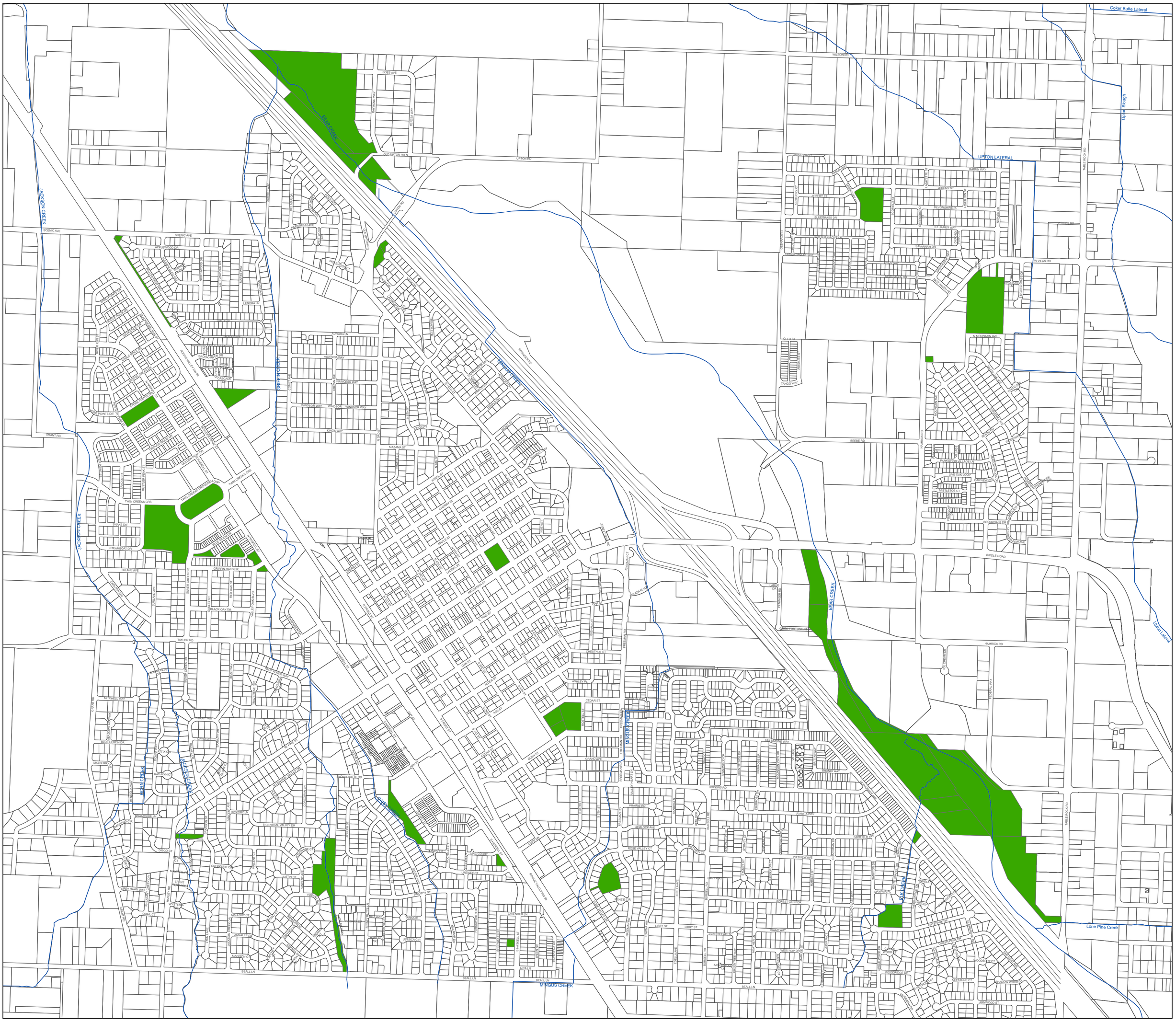
COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:
Community Investment; Goal 2 – Be a happy city filled with happy, healthy people who are thriving. Strategy 7 - Maintain parks and facilities at the highest possible levels to encourage a sense of community pride and ownership.

ATTACHMENTS/EXHIBITS:
1. Spray Contract Map
2. Herbicide Spraying 2024 Resolution v2
3. City Facilities Spraying Bid 2024

STAFF RECOMMENDATION:
City staff recommends that City Council approve the lowest bid by Greenway Spray LLC for the Herbicide Spraying Contract.

RECOMMENDED MOTION:

I move to approve Resolution No. _____ a Resolution Accepting the Lowest Qualified Bid from Greenway Spray LLC for the Herbicide Spraying contract and Authorizing the City Manager to Execute a Contract.



Legend

Areas to be sprayed

N

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE LOWEST QUALIFIED BID FROM GREENWAY SPRAY LLC, FOR HERBICIDE SPRAYING CONTRACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT

RECITALS:

A. WHEREAS, the City recently published a solicitation for the lowest bids for an Herbicide Spraying Contract for City properties.

B. WHEREAS, the City received one qualified bid.

C. WHEREAS, the lowest qualified bid was submitted by Greenway Spray LLC with a bid of $265,225.00.

The City of Central Point resolves as follows:

Section 1. The City Council hereby accepts the lowest qualified bid from Greenway Spray LLC for $265,225.00 to execute the Herbicide Spraying contract.

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

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

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2024.

_____
Mayor Hank Williams

ATTEST:

_____
City Recorder

1 - Resolution No. _____ 3/14/2024 Council meeting)

CENTRAL POINT

Public Works Department
REQUEST FOR BIDS
Herbicide Spraying

Notice is hereby given that the City of Central Point Public Works Department is seeking bids from licensed, certified spray applicators to perform spraying for the City's turf, landscape, water quality assets, Rights of Way (ROWs) and waterways.

Bids must be received at the City of Central Point, City Hall, 140 S. 3rd Street, Central Point, OR 97502 by 2:00 PDT on Thursday, **October 15, 2024**, for the above referenced project. Bids must be submitted to Matt Samitore, Parks and Public Works Director, at the same address prior to 2:00 PDT on the above date. All late proposals will be rejected.

Respondents must meet the qualifications and experience detailed in the bid package.

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

The Request for Bids will be available by contacting Mike McClenathan via email at Mike.McClenathan@centralpointoregon.gov, or by phone at (541)664-3321, ext. 272.

Please direct all questions to Mike McClenathan at Mike.McClenathan@centralpointoregon.gov, (541)664-3321, ext. 272

The deadline for questions is **October 11, 2024.**

The City reserves the right to reject any or all bids received prior to the execution of a contract if it deems to be in the best public interest to do so.

CITY OF CENTRAL POINT

Matt Samitore, Parks and Public Works Director

PUBLISHED:
Daily Courier
Daily Journal of Commerce
PUBLISH DATE:
September 28 and October 5

I. Project Overview

The City of Central Point has adopted a program whereby the City of Central Point will contract with licensed, qualified spray applicators for the purpose of seasonal and annual herbicide spraying.

Contractor will coordinate scheduling and program implementation with the City. Contractor shall supply all labor, transportation, certified spraying equipment, materials and tools necessary to complete the scope of service included in this Request for bids. Contractor must secure and maintain all certification, licenses and insurance as required by the contract.

A. Project Site Information

The City's sites currently include approximately 11 acres of ROW, 35 acres of turf grass, 7 acres of landscape beds, 80 acres of riparian area and 4 acres of firebreak.

Examples of target pests include weeds, nut sedge, blackberries, Russian Thistle, grasses, Dicotyledon, poison hemlock and poison oak.

II. Licensing, Certification and Insurance Requirements

Contractors and/or applicable employees shall secure and maintain in good standing through the term of the contract: State of Oregon Aquatic, Right of Way, Regulatory Weed and Ornamental & Turf licenses, City of Central Point Business License, Valid Oregon Driver's License, and any other certifications or licensing that may be required to perform the scope of services herein.

Contractor shall provide the City upon execution of the Agreement and prior to performing any work, a certificate of insurance meeting the requirements set forth below (Certificate).

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.

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.

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.

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.

All insurance coverages indicated above must be underwritten by insurers licensed to do business in the state in which the Contractor performs its services, and insurers must maintain an A.M. Best Rating of A + or better.

The City of Central Point shall be named as an "Additional Insured" under the Commercial General Liability policy carried by Contractor via Additional Insured Endorsement attached to the Certificate. In addition, the policy shall be endorsed to state that the coverage extended to the City shall be primary and non-contributory with any insurance coverage maintained by the City. The Certificate shall specify that the above policies may not be canceled nor the coverages reduced without providing the City (30) thirty days prior written notice by registered mail.

Renewal Certificates and endorsements must be issued immediately upon renewal of all policies. Certificates should be mailed to the City of Central Point, Attn. Cross-Connection Specialist, 140 S. 3rd Street, Central Point Oregon, 97501.

The fulfilment of the insurance obligations shall not otherwise relieve Contractor of any liability assumed under this Agreement, or in any way modify, or limit Contractors' obligation to indemnify the City hereunder.

III. Scope of Services

1. Labor, Transportation, Equipment, Materials and Tools

Contractor shall supply all labor, transportation, equipment, materials and tools necessary to complete the scope of services in the contact.

Contractor is expected to maintain a reasonable inventory of common herbicides to facilitate timely spraying.

Only qualified contractors with current, applicable State of Oregon spray applicator licenses can perform spraying.

2. Spraying Schedule per Location.

a. Right of Way

This application will take place in January or February during favorable weather conditions. Our goal is to have all ROW areas sprayed so weed growth is eliminated for the entire year. It will be necessary to provide both pre-emergent and post emergent herbicides for this application. Our expectation is to have less than 5% grow-back. It will be the contractor's responsibility to monitor these areas and spot spray as needed throughout the year. Products and EPA numbers that the contractor will use for ROW need to be included in your proposal. It is the sole responsibility of the contractor to use products that are legally labeled for the areas within this scope of work.

b. Turf Grass

City parks need one application to all turf grass in March. In advance of starting the work, the contractor is required to post the areas to be sprayed 48 hours prior to any pesticide application. This is to notify the public of the work that will be taking place. We request that the contractor coordinate with our office as to the date and time of the application.

c. Landscape Beds

The planting beds will need to be kept weed free for pedestrian and fire safety. Include Park boundaries between the lawn and the property line where appropriate. We have a program in-place that addresses the timing and expectations for this application. The use of both pre and post emergent herbicides, combined with contractor monitoring and spot spraying quarterly keeping weeds at less than 5% grow-back. This program requires having four applications per year in March, June, September, and December. Product names and EPA numbers for all chemicals the contractor will use to keep the planting beds weed free must be included in your proposal.

d. Riparian Areas

The scope of work is located between I-5 and Bear Creek, running from Table Rock Rd to Pine Street. We have a smaller (Boes 9 acre) property located ½ mile north along Bear Creek. We encourage interested contractors to be available for a site visit.

Contractors will be responsible for spraying invasive species (e.g., Poison Hemlock, Blackberry, Reed Canary grass, Purple Loosestrife) within the scope of work. Aquatic applications along sensitive stream beds will be necessary. Proposers must give per acre pricing including product selection and EPA numbers for both aquatic and terrestrial applications. It is the sole responsibility of the contractor to use products that are legally labeled for the areas within this scope of work.

e. Firebreaks

Pre and post emergent herbicides will need to be applied along the I-5 corridor perimeter fence, tree rings where mowing takes place on level ground, 4' both sides of bike path and access roads (firebreaks) that will need to be kept weed free. One application in the early spring will need to be monitored and spot sprayed as needed to keep these areas weed free.

3. Measure and Payment

(a) Payment

Contractor shall submit an invoice following each application, which includes an appropriate spray log, detailing the work that was performed

The City will have up to 30 days upon receiving the invoice to make payment to contractor.

(b) Measurement

Only completed applications accompanied by acceptable reports, as determined by City requirements, will be eligible for payment unless otherwise directed by a City employee.

4. Term. The service contract is for three (3) years from on or about October 16, 2024 and will continue through October 16, 2027.

IV. Bid Instructions

Bids must be clear and concise and signed and dated by an individual authorized to bind the proposer. Submit bids in writing by October 15, 2024 at 2:00 PM PST by hand to City Hall, or by mail to:

City of Central Point
Attention:
Micheal McClenathan
140 S. 3rd Street
Central Point, OR 97502

Faxed or emailed proposals will not be accepted. All proposals received after the designated time and date will not be considered. A contract will be awarded or proposals rejected within 5-days after their opening.

A. Bid Content:

1) Quotation Cost Form attached.
2) Proof of compliance with licensing/certification requirements.
3) Statement that you have reviewed the attached sample contract form and agree to its terms.
4) Submission of Signed Required ORS Certification Form. (Attachment A)

V. Award of Contract

A. Bid Proposal Review

The contract will not be awarded until the City of Central Point is satisfied that the successful Bidder is reasonably familiar with the class of work contemplated and has the necessary capital, tools and experience to satisfactorily perform the work within the time stated. Completion of the work within the time stated is essential, and prior commitments of the Bidder, failure to complete other work on time, or reasonable doubt as to whether the Bidder would complete the work on time would be cause for the rejection of any bid. In addition, the City of Central Point may determine any Bidder not to be responsible in accordance with ORS 279C.395 and/or any other legal authority. The right is reserved by the City of Central Point to waive, as an informality, any irregularities in the bidding, seek clarification of any proposal or response, that in its sole discretion it deems necessary or advisable, and to reject any or all proposals for irregularities or for good cause after finding that it is in the public interest to do so (ORS 279C.395), to accept any proposal, to re-advertise for new proposals, or to otherwise carry out the work. An example of good cause for rejection in the public interest is the City's determination that any of the unit proposal prices are significantly unbalanced to the City's potential detriment.

B. Contact

For additional information regarding this RFP, please direct questions to Micheal McClenathan, 541-664-3321 Ext. 272, mike.mcclenathan@centralpointoregon.gov.

C. Schedule for bid

Bid Package Available	**Date: September 8, 2024**
Last Questions	**Date: October 11, 2024**
Bid Proposals Due	**Date: October 15, 2024**
Award Date	**Date: October 17, 2024**

VI. Addenda to bid proposal.

In the event that it is necessary to amend, revise or supplement any part of the Request for Bids, addenda will be emailed to all known plan holders. The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Bid Proposal. This includes the amendment of dates in the Bid Schedule. Any addenda so issued are to be considered part of the specifications for the Bid Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

In case of doubt or differences of opinion as to the services furnished hereunder, or the interpretation of the provisions of the Proposal, the decision of the City shall be final and binding upon all parties.

VII Contract.

The successful Proposer will be expected to enter into a contract with the City. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. A sample contract is included as Attachment C.

VIII City Selection Discretion.

City reserves the right to reject any or all bids and to waive irregularities and informalities in the selection process.

X Proposal Ownership.

All material submitted by the Proposers shall be considered property of City, and the City will not be required to return same to any Proposer. The material submitted by Proposer will be treated in the same manner as the City's own records. After opening, all Proposals become part of the public record unless exempt under Oregon Public Records Law.

XI Award Protest Procedure

Any Proposer who has submitted a Proposal to the City and who is adversely affected by the City's award of the Contract to another Bidder has seven (7) days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City. This right to protest shall conform to the written requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based. An adversely affected Bidder must exhaust all avenues of administrative relief and review before seeking judicial review of City's Contract award.

XIV Cost of Proposal

The City is not liable for any costs incurred by proposers for the preparation and presentation of their Request for Proposals. This includes any costs in the submission of a Proposal or in making necessary studies or designs for the preparation thereof.

Attachment A

REQUIRED CERTIFICATIONS

Oregon Statutory (ORS) Certifications

(MUST BE SIGNED AND INCLUDED WITH PROPOSAL)

WE HEREBY CERTIFY to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations.

WE CERTIFY also that we shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

WE CERTIFY also to nondiscrimination against any minority, women or emerging small business enterprises in obtaining any required subcontracts.

WE HEREBY CERTIFY that we will and that our subcontractors will, acknowledging that our employers will be subject employers under the Oregon Workers' Compensation Law, comply with ORS 656.017, which requires contractors to provide all workers with compensation coverage.

WE HEREBY CERTIFY that we are a "Resident Bidder", as defined in **ORS 279A.120**.

> **ORS 279A.120(1)(b) Resident Bidder defined:** A Bidder that has paid taxes or income taxes in Oregon during the 12 calendar months immediately preceding a submission of the bid/proposal and has a business address in Oregon.
>
> **ORS 279A.120** in regards to preferential treatment reads in part as follows:
> In determining the lowest responsible Bidder, a public contracting agency shall, for the purpose of awarding the contract in accordance to **279A.120(b)**, "Add a percent increase to the bid of a nonresident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which the Bidder resides."

WE HEREBY CERTIFY that we accept all the terms and conditions contained herein and in the event of a forthcoming contract containing these same terms and conditions we would agree without exception. Any exception to these terms and conditions will be made a minimum of five (5) days before the proposal deadline.

Whereas, State and Federal law **prohibits discrimination** in employment on the basis of race, color, religion, sex, disability, familial status, or national origin, and whereas the City of Central Point supports and has set-forth a policy of equal employment opportunities for all, the following certification is required: **WE HEREBY CERTIFY,** in the performance of any contract issued from any proposal related to these documents, we will in all respects adhere to the City of Central Point policy of non-discrimination.

EXCEPTIONS to the above Certifications/Declarations. The Contractor will cross out those items they cannot certify to and then list the reasons for the exception:

_____

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Attachment B

CENTRAL POINT

CITY OF CENTRAL POINT

140 South 3rd Street | Central Point, OR 97502 | 541.664.3321 | www.centralpointoregon.gov

COST QUOTATION FORM

Herbicide Spraying

INSTRUCTIONS:

a. Provide a fixed cost quotation for all areas combined (Right-of-Way, turfgrass, landscape beds, riparian areas and firebreaks).

The cost quotations should be sufficient to cover the scope of all services required.

Bid Item: Lump sum of Right-of-Way, turfgrass, landscape beds, riparian areas and firebreaks
Quantity: 1
Unit: Each

Bid Item Cost $_____

Acceptance Criteria:

- **Compliance with Regulations:** All work must be performed in strict compliance with applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Oregon Pesticide Control Act and any associated rules.
- **Quality of Work:** Herbicide applications must be thorough, effective, and result in minimal weed growth.
- **Safety:** Contractors must prioritize safety and minimize risks to the public, environment, and property.
- **Timeliness:** Herbicide applications must be completed within the specified timeframes.
- **Documentation:** Contractors must provide detailed documentation, including but not limited to application records, product labels, and safety data sheets.

Specific Acceptance Criteria per Location:

Right of Way:

- Less than 5% weed growth throughout the year.

- Timely monitoring and spot spraying as needed.
- Use of legally labeled herbicides for the specified areas.

Turf Grass:

- Complete coverage of designated areas.
- Compliance with public notification requirements.
- Coordination with the city office for application timing.

Landscape Beds:

- Less than 5% weed growth throughout the year.
- Four applications per year as specified.
- Use of legally labeled herbicides for the specified areas.

Riparian Areas:

- Effective control of invasive species within the specified areas.
- Use of legally labeled herbicides for aquatic and terrestrial applications.
- Compliance with regulations for sensitive stream beds.

Firebreaks:

- Effective weed control along specified areas.
- Timely monitoring and spot spraying as needed.
- Use of legally labeled herbicides for the specified areas.

Submitted By - Print Name/Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

FAX Number: _____

E-mail Address: CCB#: _____

_____

Bidder's Signature: _____

Date: _____

Attachment C

Sample Contract

GENERAL SERVICES AGREEMENT

This general services agreement, effective July 1, 2022 (hereinafter referred to as "Agreement") by and between the City of Central Point (hereinafter referred to as "City"), and Consultant, located at Eagle Point, Oregon, (hereinafter referred to as "Consultant") is established for those services rendered by "Consultant" upon request by City. City and "Consultant" agree to the following:

GENERAL TERMS AND CONDITIONS

AUTHORIZED REPRESENTATIVES: For the purposes of this agreement, the City's authorized representatives shall be either the Public Works Director, or their duly authorized representatives. The authorized representative for "Consultant" shall be Mark Bateman.

TASK RELEASE REQUESTS: "Consultant's" services are being requested for the period July 1, 2022 thru June 30, 2025 The City's authorized representative will call and/or email when additional services of "Consultant". "Consultant" will then prepare and submit a task release request. The task release request will include:

- A brief written description of the tasks to be performed;
- An estimate of labor hours and costs, direct costs, and a "not-to-exceed" budget for the described work to be completed; and
- A schedule for when the work is to be completed.
- How test results will be submitted

The City's authorized representative will then review the task release request and either approve the task release request, or will make a call to "Consultant" to make modifications. If appropriate, "Consultant" will modify and resubmit the task release request. Work will not be started until the appropriate City's authorized representative approves and signs the task release request, unless otherwise approved by City's authorized representative. The task release request may be submitted to the City's authorized representative by facsimile machine or email.

TASKS DESCRIPTIONS AND BUDGETS: "Consultant" shall not modify the budgets or the task descriptions in the signed task release requests without obtaining written approval from the City's authorized representative. The budgets are considered not-to-exceed amounts, and shall not be exceeded without obtaining written approval from the City's authorized representative.

EXTRA WORK AND CHANGE ORDERS: The City may request "Consultant" to perform extra work, or may issue a change order regarding work or services listed in the task release request. All extra work requests and change orders will be made in writing by City's authorized representative. Any extra work request issued will have a binding "not to exceed" cost amount, which has been negotiated with "Consultant" prior to issuance of the extra work request. All definitions, terms, and conditions of this Agreement shall apply to change orders and extra work requests issued by City and performed by "Consultant".

"Consultant's WARRANTIES: "Consultant" warrants that:

(a) It understands the currently known hazards which are presented to persons, property, and the environment in working around residential homes.

(b) All work performed by "Consultant" shall meet the requirements of the various regulatory agencies involved. It shall comply with all applicable statutes, ordinances, rules, laws, orders, and regulations. "Consultant" will provide and maintain a safe work environment for services and work performed under this Agreement, on any premises;

(c) That all vehicles used to perform the work or services stated in this Agreement have all permits, licenses, certificates, or other approvals required under applicable federal, state, and local laws, regulations, statutes, ordinances, rules, policies and orders; and

(d) It shall comply with all applicable statutes, ordinances, rules, laws, orders, and regulations.

CITY'S WARRANTIES: City warrants that:

(a) It will make available to "Consultant" all information it has in regards to the backflow units and the work required to be performed.

(b) Its personnel have developed requisite expertise and training to perform City's portion of the work and services of this Agreement, in a safe, workmanlike, professional, and lawful manner; and

(c) It shall comply with all applicable statutes, ordinances, rules, laws, orders, and regulations.

EXCUSE OF PERFORMANCE: The performance of this Agreement may be suspended by either party in the event such performance is prevented, impaired, or delayed by any cause beyond the reasonable control of such party. The party whose performance is suspended, shall use all reasonable efforts to resume performance promptly.

CITY INDEMNIFICATION: City agrees to indemnify and save harmless "Consultant" and its officers, employees, agents, and their subcontractors, from and against any and all liabilities, losses penalties, fines, claims, costs, and expenses incidental thereto (including costs of defense, settlement, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injury (including death), property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, laws, orders, rules, or regulations, to the extent caused by City's breach of this Agreement or by any sole negligent act, negligent omission, or willful misconduct of City or its employees, agents, or City's other contractors or consultants in the performance of this Agreement.

"Consultant" INDEMNIFICATION: "Consultant" agrees to indemnify and save harmless City and their officers, employees, agents, and City's other contractors or consultants from and against any and all liabilities, losses, penalties, fines, claims, costs, and expenses incidental thereto (including costs of defense, settlement, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injury (including death), property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, laws, orders, rules, or regulations, (a) to the extent caused by "Consultant"'s breach of this Agreement or by any negligent act, negligent error or omission, or willful misconduct of "Consultant" or its employees, agents, or "Consultant"'s subcontractors in the performance of this Agreement, and/or (b) arising out of the performance of work and services with respect to this Agreement.

INSURANCE: "Consultant" shall procure and maintain, and list City as the Certificate Holder and as an additional insured, throughout the term of this Agreement covering "Consultant"'s activities performed under, and contractual obligations underwritten in, this Agreement, the following minimum amounts of insurance coverage:

Coverage	Limits

Workers Compensation	Statutory
General Liability	$2,000,000 per Occurrence, $4,000,000 Aggregate
Auto and Truck Liability	$1,000,000 per Occurrence
Combined bodily injury and property damage liability	$1,00,000 per Occurrence, $2,000,000 Aggregate

"Consultant" shall also procure and maintain professional liability insurance coverage (including, but not limited to, "errors" and "omissions" coverage) in the amounts of $500,000 for each loss, and $1,000,000 total all losses throughout the term of this Agreement covering "Consultant"'s activities performed under, and contractual obligations underwritten in, this Agreement, again listing City as the Certificate Holder and as an additional insured. A certificate of insurance shall be provided to the City, on an approved form, and be renewed as appropriate, prior to the commencement of any work under this agreement, and for the duration of this agreement.

TERM: This Agreement shall commence on the date set forth above and shall continue in effect thru June 30, 2025 unless sooner terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other party. Termination as herein provided shall be in addition to, and not in lieu of, a party's right to terminate for breach. Termination shall operate to discharge all obligations that are executory by either party on or after the effective date of termination, but any right of a party based on performance or breach of this Agreement prior to the effective date of termination shall survive.

City may terminate this Agreement in whole or in part upon written notice in the event "Consultant" breaches any duty, obligation, or service pursuant to this Agreement. If City terminates this Agreement pursuant to this paragraph of this section, "Consultant" shall be liable for damages, including any additional costs of procurement of similar work and services from another source.

INDEPENDENT CONTRACTOR: "Consultant" is and shall perform this Agreement as an Independent Contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither "Consultant" nor anyone employed by it or its delegates shall be or be deemed to be, or act or purport to act as, the agent, representative, employee or servant of City, without the separate expressed written authorization from City.

INSPECTION: City shall have the right to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to "Consultant" or its delegates which are applicable to the performance of this Agreement; to inspect and obtain copies of all "Consultant"'s (or its delegate's) employee training and certification documentation that is required by federal, state, or local statutes, ordinances, laws, orders, rules, or regulations for performing work or services under this Agreement

NO WAIVER: Any failure of a party to enforce any provision of this Agreement will not constitute a waiver of such provision or prejudice the right of that party to enforce such provision at any subsequent time.

RECORDS: During the term of this Agreement and any such longer period as is required by law or as specified herein, "Consultant" shall maintain records pertaining to the work and services it provides under this Agreement. Original (if applicable) records (i.e. reports, results, photographs, maps, etc; in either, or both, a printed or electronic form) or copies of such records shall be submitted to City within thirty (30) days of the work occurrence, unless otherwise specified herein or as later specified by City. "Consultant"'s records regarding the work shall be available for inspection by or forwarding to City or its delegate at such reasonable time and place as City may request in writing.

REIMBURSEMENT: "Consultant" shall be reimbursed on a time and materials basis, in accordance with "Consultant"'s current RFP submittal, a copy of which is attached and which, hereafter, is incorporated into this agreement. This Schedule of Charges may be periodically updated by "Consultant", but the updated Schedule of Charges will not be incorporated into this Agreement, unless approved in writing by City.

TAXES, TARIFFS, FEES, AND SURCHARGES: The prices set forth in "Consultant"'s Schedule of Charges shall include any tax, tariff, fee, or surcharge assessed on any of the work described in any given task release request.

PROFESSIONAL RESPONSIBILITY: "Consultant" shall perform services consistent with skill and care ordinarily exercised by other professional consultants/contractors under similar circumstances at the time services are performed, subject to any limitations established jointly by City and "Consultant" as to the degree of care, time, or expense to be incurred by "Consultant" for services, proposals, agreements, reports, designs, specifications, and bid documents.

RELATIONSHIP OF PARTIES: Nothing shall be construed or interpreted as requiring "Consultant" to assume the status of owner, operator, generator, person who arranges for disposal, transporter, or storer, as those terms or any other similar terms are used in any federal, state, or local statute, regulation, ordinance, or order governing the treatment, handling, storage, or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT: Invoices will be submitted by "Consultant" on a monthly basis, and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%) per calendar month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due and unpaid within forty-five (45) days from the date of the City's receipt of the invoice, with payments to be applied first to accrued late payment charges and then to the principal unpaid amount.

TIME OF PERFORMANCE: "Consultant" makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended, or delayed by any cause beyond "Consultant"'s control. Neither party will hold the other responsible for damages for delays in performance caused by Acts of God nor other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.

CHANGED CONDITIONS: If, during the course of the performance of services under a task release request, conditions or circumstances develop or are discovered which were not contemplated by "Consultant" and which materially affect "Consultant"'s ability to perform or which would materially decrease or increase the costs to "Consultant" of performing, then "Consultant" will notify City in writing, and "Consultant" and City shall renegotiate in good faith the terms of this Agreement or the conditions and budgets of the task release requests within thirty (30) days. Alternatively, either party shall thereupon have the right to terminate the task release request; provided, however, that upon any such termination, "Consultant" shall be compensated for services rendered to the date of termination.

RIGHT OF ENTRY: City agrees to grant or arrange for right of entry at the project site, whether or not the project site is owned by City.

ATTORNEYS' FEES AND COSTS: The prevailing party in any action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable attorney fees and costs incurred in such action. If "Consultant" is requested to respond to any mandatory orders for the production of documents or witnesses on City's behalf regarding work performed by "Consultant", City agrees to pay all costs and expenses incurred by "Consultant" not reimbursed by others in responding to such order, including staff time at current billing rates, and reproduction expenses. However, the City reserves the right to recover these costs from "Consultant" if the City does not prevail in the litigation, and it was determined that the losses incurred by the prevailing party were as the result of work performed by "Consultant".

WAIVER: Any failure of a party to enforce any provision of this Agreement will not constitute a waiver of such provision or prejudice the right of that party to enforce such provision at any subsequent time. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless the party sought to have waived has expressly so stated in writing, and is so approved in writing by the other party.

LAW TO APPLY: This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, and applicable Federal laws and regulations. It is agreed by each party that any action of law, suit in equity, or judicial proceeding for the endorsement of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Jackson County, Oregon. If any portion of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the same shall not affect the legality, validity, or enforceability of the Agreement as a whole or of any portion thereof, not so adjudged. Any provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions will remain binding on all parties.

MISCELLANEOUS: Any notice to be given hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address of the other party, as set forth herein or to an address subsequently designated by the receiving party.

This Agreement, consisting of all documents attached hereto, constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all previous agreements, discussions, representations, proposals, and correspondence between the parties. It is understood and agreed that no agreement, guarantee, warranty, or duty, expressed or implied, not expressed herein shall limit or qualify the terms of this Agreement. This Agreement may only be amended in writing, as approved and signed by both parties.

PARTIES BOUND: The parties acknowledge that they may conduct their respective business operations through entities which they directly or indirectly, through one or more intermediaries and agreements, control and therefore agree to cause such other entities to abide by the terms and conditions of this Agreement, as if they were parties hereto to the extent necessary to carry out the purposes of this Agreement. Further, the parties shall be entitled to their respective obligations hereunder to be satisfied, and to cause their respective benefits hereunder to be received, by such other entities. Subject to the foregoing, neither party shall assign this Agreement without the prior written consent of the other party.

CONFLICT IN FORMS: In the event of a conflict between the terms set forth herein and any supplemental contract documents herein contemplated, the terms set forth herein shall govern. The preprinted terms and conditions appearing on any of "Consultant"'s or City's purchase orders or other forms or documents, that conflict with the terms and conditions of this Agreement, shall be considered null and void.

IN WITNESS WHEREOF, AND BEING AN AUTHORIZED REPRESENTATIVE OF THE PARTY FOR WHICH I SIGN, I HEREBY EXECUTE THIS AGREEMENT, EFFECTIVE ON THE DATE STATED ABOVE, AND ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT IN ITS ENTIRETY, INCLUDING THE DEFINITIONS, TERMS, AND CONDITIONS STATED ABOVE, AND I HAVE RECEIVED A TRUE COPY THEREOF.

City of Central Point

By: _____
Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

"Consultant"

By: _____
Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

Staff Report

DEPARTMENT: Administration **MEETING DATE:** October 24, 2024

STAFF CONTACT:

SUBJECT: Council Member Ward III Appointment

SUMMARY AND BACKGROUND:

Council Member Melody Thueson notified the city that she would be resigning from her Ward III position on October 10, 2024. This term does not end until December 31, 2026. The city received an application to fill the vacancy.

Mayor Williams and City Manager Chris Clayton interviewed Grey Zimmerman on September 17, 2024, and both recommended the appointment of Mr. Zimmerman to the Ward III position.

Central Point 2010 Charter, Chapter VII, section 32, filling vacancies states that a mayor or councilor vacancy will be filled by appointment by a majority of the remaining council members. The appointee's term of office shall run from appointment until expiration of the term of office of the last person elected to that office.

ATTACHMENTS/EXHIBITS:

1. Grey Zimmerman City Application_Redacted

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: R.Grey Zimmerman Date: 09/14/2024

Address: [redacted]

Home Phone: _____ Business Phone: _____ Cell Phone: [redacted]

Fax: _____ E-mail: grey.zimmerman@gmail.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: Any

(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):

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

Employment, professional, and volunteer background:

Lomakatsi Restoration Project - Grants and Contracts Associate
F.D. Thomas - Staff Accountant
Goldman Sachs - Consumer Wealth Management Project Specialist
The LDS Church - Volunteer Financial Clerk

Community affiliations and activities:

LDS Church - Youth Teacher, Pear Farm Worker
Oregon Republican Party - Precinct Committee Person

Previous City appointments, offices, or activities:

None

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 have always felt the pull to be active in my community. When Melody Thueson came to be about the open positions I knew this would be a fit. My desires are to use my experience to aid the community, provide any voice I can for those who can't or who aren't heard, and to make any improvement I can based on the data and information that is present. I bring with me strong financial analysis and financial operation process planning skills, data analytics, and project management capabilities.

2. Please describe what you believe are the major concerns of the City residents and businesses that this committee should be concerned about.

In our current economy people are worried about costs rising: house prices, rent, utilities, groceries, leisure, to name a few. People love Central Point for its safety, strong leadership, the rule of law culture, the strong sense of community, and for the localism that it provides. I seek to bring the worries and focus of the rising generation of families to the position so their voices may be heard.

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

I am very analytical. I like to see as much data or information before making a decision. I believe in hearing everyone's viewpoint and allowing each person to express their beliefs. I am a strong proponent of localism and community involvement. I believe the role of a City Council is to provide the community with the best options for safety, economic ability, and the expression of their rights.

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

I do not expect any conflicts of interest to arise, however, in any event of this happening, I will remove the conflict if able, and if not I will remove myself from the position to uphold the standard the position holds.

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: Date: 09/14/2024

Staff Report

DEPARTMENT: Public Works **MEETING DATE:** October 24, 2024

STAFF CONTACT: Matt Samitore, Parks and Public Works Director

SUBJECT: Don Jones Park Potential Property Sale

SUMMARY AND BACKGROUND:

The Council heard from staff earlier this year about a developer's request to acquire a .07 acre portion of Don Jones Park to allow for the development of a small housing complex on vacant land adjacent to the park. At the time, the Council wanted to know more about the current driveway, its value, and the overall specifics of such a conveyance. An appraisal of the property had already been completed.

In discussing the information with the appraiser, she advised that the value of the land from a transportation vs. a developable land perspective is the same, at 6.50 sq. ft. A map is attached showing the areas for potential future city streets and the area that would be used for housing. As discussed, the housing area is burdened by various utility easements, which prevent actual construction in that area.

A breakdown of the area is as follows:

Park Area/Housing - 2,930 sq. ft.
Street Area - 9,288 sq. ft.

Total Area at $6.50 is $79,417. 00

Any purchaser would also have to relocate the bollards and trash receptacles and pay for sidewalks connecting to the neighboring subdivision.

If the council wants to proceed with a land sale, staff suggests that any sale proceeds could be used to pay for a third gazebo at Don Jones Park, valued at 60-70k. Gazebo rentals are in high demand at the park because of the water park and the overall popularity of the park in general. If Council is interested in pursuing a sale of this property, the next step would be to declare the property surplus. In that event, the city would also need to address an encroachment on the property as staff has discovered that the garage for property to the west extends into the City-owned property.

If the Council does not want to surplus the entire area, an alternative option is to surplus the area that is the primary access off of Hamrick Road, which would allow for one shared access to the property.

Staff recommends moving this to a surplus property process.

FINANCIAL ANALYSIS:
The area shown in the park and for street purposes is valued at $_____.

LEGAL ANALYSIS:
CPMC 2.40.120, governing surplus property provides that surplus property may be disposed of in a number of ways, including by: "5. Fixed Price Sale. The city manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms."

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

ATTACHMENTS/EXHIBITS:
1. Don Jones Park
2. 09002-T-67 exhibit prelim 2024-02-20
3. APPRAISAL_Vilas Road
4. 2024-10-17_Wind Song Ln_Access Esmt_Area

STAFF RECOMMENDATION:
Staff recommends moving this to a surplus property process.

RECOMMENDED MOTION:
I move to direct staff to begin proceedings to declare the .07 acre portion of Don Jones Park, depicted in the exhibits hereto, be declared surplus.

Future Road
Potential Property Sale
WIND SONG LN
Don Jones Park

N

EXHIBIT PLOT

VILAS ROAD

SSMH
RIM=1287.48'

8" SS

WPL
EP
TBC
SIGN:
"40 MPH"
6' WBF

18" SD

UTILITY MARKED:
"MWG OK"

ASPHALT APRON

SD
15"

A=86.38'

4.02'

#221

UTILITY POLE:
PP&L B22092

SDMH
RIM=1287.21'

3' TALL CMU WALL

OHU

1287
1286
1285

ASPHALT TRAVEL WAY

37 2W 01BA
TAX LOT 800
KENT GUTCHES

17,106 SQ. FEET
0.39 ACRES

185.07'

192.57'

37 2W 01BA
TAX LOT 1100
CITY OF CENTRAL POINT

37 2W 01B
TAX LOT 52
THE FOURTH QU
55+ LIVING, L

2W 01BA
LOT 900
LIVING TRUST
WHITTEN–TRUSTEE
IE WHITTEN TRUSTEE

SINGLE
STORY
STRUCTURE

6' CLF GATE

SCALE 1" = 20'
0 20 40 60

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY

OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2675

Renewal Date 12/31/24

6' CLF

90.00'

7.84'

24" SD

12" SD

2,930 SQ. FEET
0.07 ACRES

IRMH
RIM=1286.60'
12" IE(S)=1283.05'
12" IE(W)=1283.00'

BOLLARDS (3)

TRASH
ENCLOSURE
WITH 6' CLF

A=31.44'

13.10'

A=51.46'

4.85' A=8.77'

55.24'

VALLEY
GUTTER

LP-#5
LUMINAIRE SLY

ASPHALT PARKING LOT

ASPHALT PATHWAY

CONCRETE
SIDEWALK

CONCRETE SIDEWAL

37 2W 01BA
TAX LOT 1100
CITY OF CENTRAL POINT

SDMH
RIM=1285.94'
24" IE(S)=1280.14'
24" IE(W)=1280.09'

SDMH
RIM=1287.61'
24" IE(E)=1280.11'
24" IE(N)=1280.06'

WV=1287.1'
WV=1285.5'

WIND SONG L

RESTRICTED APPRAISAL REPORT

Use of this report is limited to the client(s). The rationale for how the appraiser arrived at the opinions and conclusions set forth in this report may not be understood properly without additional information that is in the appraiser's workfile.

Subject Address: Adjacent south of 185 W. Vilas Road, Central Point, Oregon 97502

Map & Tax Lot: 37-2W-01BA, Tax Lot 1100 (portion)

Property Type: The subject property is currently a .07-acre portion of Don Jones Park (Open Space zoning). The owner of 185 W. Vilas is interested in buying the property as it is currently unused park space. The area would be incorporated into their property, which has a comp plan designation as medium density residential. The property owner, prior to development, must rezone the property to LMR – Low Mix Residential or to R-2, Residential Two-Family Residential.

Client: City of Central Point, 140 South 3rd Street, Central Point, OR 97502

Intended Use: Asset management for potential sale. No other uses of this appraisal are intended by the appraiser.

Intended Users: Client and 185 Vilas Road property owner. No other users of this appraisal are intended by the appraiser.

Property Rights: Fee Simple

Type of Value: Market Value in Assemblage

Definition of Market Value[1]**:** "Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;
(2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
(3) A reasonable time is allowed for exposure in the open market;
(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

[1] Source: USPAP 2024 Edition.

Conditions of Appraisal: The appraisal assumes rezoning to LMR or R-2. As requested by the client, the market value opinion is based on "value in assemblage" with the adjacent 185 W. Vilas Road site (37-1W-01BA, Tax Lot 800).

Subject Description: The subject property is currently a .07-acre portion of Don Jones Park (Open Space zoning). According to the client, the owner of 185 W. Vilas is interested in buying the property as it is currently unused park space. The area would be incorporated into their property, which has a comp plan designation as medium density residential. The property owner, prior to development, must rezone the property to LMR – Low Mix Residential or to R-2, Residential Two-Family Residential. [Note: 185 W. Vilas was forced annexed into the city in 2017. It is zoned R-1-6, but a condition of the annexation was a re-zone upon development].

According to the survey prepared by Neathamer Surveying, Inc., and located in the addenda of this report, the subject totals 2,930 square feet, or 0.07 acres. It is an irregular-triangular shaped parcel approximately 90 feet wide on the north boundary and 55.24 feet deep on the eastern boundary. The parcel has approximately 117+/- feet of frontage on an asphalt pathway providing pedestrian ingress/egress between the park's parking lot on the west and the terminus of Wind Song Lane on the east. The asphalt pathway has gravel shoulders at the subject frontage, except for concrete curbs on the southwest corner of the site adjacent to a trash enclosure. The trash enclosure improvements on the subject site include 6-foot perimeter chain link fencing with privacy slats. An underground, 12-inch storm drain line with manhole extends through the southwest corner of the site, as depicted on the survey. Reference is also made to the subject photographs in the addenda.

Per the scope of work of this appraisal, in "as is" condition the subject is valued as part of the larger assemblage including 185 W. Vilas Road adjacent north (Tax Lot 800). According to the survey this parcel totals 17,106 square feet, or 0.39 acres. The combined assemblage is thus 20,036 square feet, or 0.46 acres. The assemblage is a rectangular-irregular shaped parcel with 90.40+/- feet of frontage on the south line of Vilas Road. It is approximately 90 feet wide by 190 to 247+/- feet deep. There is currently one curb cut on Vilas Road providing for vehicular ingress and egress. An asphalt travel way owned by the city extends north-south adjacent west of the assemblage. Currently, the travel way is barricaded at its intersection with the city park. According to Mr. Matt Samitore of the City of Central Point, the barricade will be removed, and the right of way will be connected to Wind Song Lane. This travel way will allow vehicular ingress and egress to the subject. The developer will be required to bring the roadway and Wind Song Lane to municipal standards including ½ street improvements with asphalt paving, concrete curbs and gutters at the subject frontage. Vilas Road at the subject frontage is a three-lane arterial with two lanes of traffic, one in each direction, and a center turn lane. At the subject frontage it is asphalt paved with concrete curbs, gutters and bike lanes. Overhead utility lines on wood standards are located on the south side of the right of way. The assemblage includes relatively flat topography and is slightly below surrounding street grade. Adjacent uses include newer residential subdivision development to the east, an older mixed-use development with residence and service commercial facility to the west, Don Jones Park with basketball courts on the south, and Vilas Road with mature residential neighborhoods on the north. According to FEMA map 41029C-1769F dated May 3, 2011, the subject is located outside the flood hazard area. Per the scope of work, the subject assemblage is proposed to be rezoned for LMR – Low Mix Residential (TOD) or to R-2, Residential Two-Family Residential. According to the city's land development code, both the LMR and R-2 zones allow for single and multi-family residential dwellings with a density of 6 to 12 units per acre. The max building height is 35 feet, and the max lot coverage is 50 percent (R-2) or 80 percent (LMR).

In addition to required street improvements for development, according to the City of Central Point, the existing city trash enclosure on the southwest corner of the subject site will need to be relocated inside the park by the subject developer.

Off-Sites: The estimated costs to complete the one-half street improvements are estimated based on the national cost guide Marshall & Swift, Section 66, pages 1 and 2, as follows:

½ Street Improvements – Assemblage Property:
Asphalt Travel Way – W/S of Subject (185')
Wind Song Lane/Apron – S/S of Subject (117')
Total: 302 LF frontage
6" Concrete Curb w/ 2' Gutter: 302 LF X $30/LF = $9,060
2" Asphalt on 2" Base (15 feet wide X 302 LF): 4,530 SF X $4.00/SF = $18,120
Total: $27,180, rounded to $27,000 or $1.35/SF assemblage area

Relocation of Trash Enclosure: The estimated cost to relocate the existing trash enclosure has been estimated based on a review of the national cost guide Marshall & Swift, and a phone consultation with the local business Quality Fence. According to cost estimator Mr. Jacob Graffis of Quality Fence, most of the existing trash enclosure materials can be salvaged and reset as part of the relocation. The exceptions are the posts and t-wires (bottom tension wires) which will need to be demolished and replaced. According to Mr. Graffis, the estimated cost to remove the existing enclosure and reset in another area of the park with new posts is approximately $1,700. The actual cost may vary depending on the location of the new site in the park. This estimate does not include demolition of the existing concrete base with concrete curbs, or construction of a new concrete base with curbs. Based on the Marshall & Swift cost guide, completion of new concrete paving is estimated at $2,100 (300 SF X $7/SF) and new concrete curbs at $2,250 (75 LF X $30/LF). Demolition of the existing concrete pad with curbs is estimated at $1,500 with dump fess. The estimated trash enclosure relocation costs total $7,550, rounded to $7,600, or $0.38 per square foot of assemblage site area.

Sale & Listing History: There have been no sales or other transfers of the subject property within the three years prior to the effective date of this appraisal.

Pending Sale: The subject property is not currently pending sale, nor is it listed for sale.

Scope of Work: The subject description was obtained from a site inspection, municipal records and information provided by the client. Based on the lack of building improvements on site, the sales comparison approach is the most reliable valuation method. The cost and income approaches are not developed. Comparable sales data was taken from Jackson County property data and local MLS records. Sales were confirmed via public records and discussions with parties to the transactions.

OPINIONS AND CONCLUSIONS

Highest and Best Use: Permitted uses in the subject's LMR/R-2 zone include single family residences (SFR's) and multifamily residential dwellings (MFR's). The maximum development density (DU/AC) in the LMR/R-2 zone is a minimum of 6 units and a maximum of 12 units per acre. The subject's general location within northeast Central Point is rated average. The subject's specific location adjacent to Don Jones Park is rated average to good, with good park access by

way of adjacent pathways and Wind Song Lane. However, noise attributed to nearby sport courts use including pickleball may be a detriment to some residential occupants. The existing service commercial and older residential development adjacent west of the subject is rated below average in quality. The egress from the subject to Vilas Road from the asphalt travel way is rated below average, due to the speed of traffic on the busy arterial and a somewhat blind curve to the west of the subject. However, the proposed barricade removal will connect the west side travel way to Wind Song Lane, providing for improved ingress/egress via Singing Grass Drive. The subject site is surrounded by both newer residential subdivision and older residential/mixed-use development. Based on location considerations including adjacent park use/noise, adjacent service commercial use and vehicular egress, the highest and best use is for multifamily residential housing per the LMR/R-2 zoning. Based on the size of the subject assemblage, up to 5 units are potential on the site.

Exposure Time: The appraiser's opinion of reasonable exposure time for the subject property is up to 12 months.

Effective Date of Value: March 26, 2024

Sales Comparison Approach: A search for comparable MFR-zoned land sales was made to help estimate the value of the subject. In recent years there has been a scarcity of multifamily residential land sales in the subject's market area of Central Point and the larger Rogue Valley area truly similar to the subject in size, allowable development density and features. For this reason, the search area was expanded to include the larger Medford market area, and sales of SFR zoned parcels with a similar DU/AC. The land sales reviewed in the market are the most recent and best available and concluded adequate for comparison purposes.

A total of eight land sales are summarized in the Land Sale Comparable Summary chart on the next page.

LAND SALE COMPARABLE SUMMARY

NO	IDENTIFICATION	DATE/REC. DOM	SALE PRICE	SIZE-AC SIZE-SF	PRICE/SF PRICE/AC	ZONING	NO. UNITS	DU/ AC	PRICE/ UNIT
1	Flag Lot W/S Merriman Road N. of DeBarr Avenue Medford, OR	Pending 3/5/2024 DOM: 95	$355,000 List Price	1.52 66,211	$5.36 $233,553 List Price	SFR-6	9	6	$39,444 List Price
2	1757 River Run Street Twin Creeks PUD Central Point, OR	3/7/2024 24-5232 DOM: 14	$135,000	0.20 8,712	$15.50 $675,000	LMR	1	5	$135,000
3	1392 Poplar Drive Medford, OR	2/6/2024 24-2606 DOM: 2,485	$285,000	0.38 16,553	$17.22 $750,000	MFR-20	8	21	$35,625
4	2020 Sunset Drive Medford, OR	11/20/2023 23-24314 DOM: 33	$750,000	1.47 64,033	$11.71 $510,204	MFR-15	26	18	$28,846
5	1300 Beekman Avenue Medford, OR	8/25/2023 23-18646 DOM: 310	$195,000	0.61 26,572 w/ shop	$7.34 $319,672	SFR-6	4	7	$48,750
6	451 N. First Street Central Point, OR	3/14/2023 23-4859 DOM: 0	$95,000	0.17 7,405	$12.83 $558,824	MMR	4	23	$23,750
7	1900 Grandview Avenue Medford, OR	11/18/2022 22-33617 DOM: 18	$360,000	1.09 47,480	$7.58 $330,275	SFR-6	6	6	$60,000
8	Flag Lot E/S Pine Street, S. of Short Street Rogue River, OR	7/15/2022 2022-22672 DOM: 27	$139,000	0.60 26,136	$5.32 $231,667	R-2	12	20	$11,583

Comparative Analysis: The land sales range in price from $95,000 to $750,000 for parcels ranging in size from 0.17 to 1.52 acres. The prices per square foot range from $5.32 to $17.22 per square foot, and the prices per allowable units range from $11,583 to $135,000. Excluding the high and low indications, the sales range from $5.36 to $15.50 per square foot, or from $23,750 to $60,000 per unit.

The market data indicate a tighter range based on price per square foot, therefore this is the unit of comparison applied in the analysis. The sales were zoned a variety of SFR/MFR designations with allowable development densities from 5 to 23 DU/AC. Most include a higher development density than the subject; there was a scarcity of recent LMR/R-2 sales available for comparison. The higher density land sales, No.'s 3, 4, 6 and 8, from 18 to 23 DU/AC, superior to the subject (6-12 DU/AC), typically indicate a price per square foot at the upper end of the market range.

Most of the sales required completion of street improvements upon development, similar to the subject property. However, the subject's corner frontage with an estimated off-site cost of $1.35 per square foot of assemblage area is at the upper end of the market range. None of the land sales included the required relocation of a trash enclosure with an estimated cost of $0.38 per square foot of assemblage area. The sales therefore require a downward adjustment based on the estimated off-site and trash enclosure relocation costs in the range of $0.50 to $1.00 per square foot.

Of the data set, only Sales 2 and 6 are in the subject's market area of Central Point. Sale 2 at $15.50 per square foot is zoned LMR but was slated for SFR construction. It is in a new subdivision phase of the Twin Creeks PUD, superior in most respects to the subject. The street was completed to current standards only requiring concrete sidewalks upon development. The lot is also surrounded by open space. Sale 2 requires downward adjustments as compared to the subject and indicates a value less than $15.50 per square foot is achievable. Sale 6 at $12.83 per square foot is a small, 0.17-acre lot located north of downtown Central Point. It is zoned MMF with a higher development density. The access from First Street is rated superior. Overall, Sale 6 requires a net downward adjustment for small size, higher development density and superior access. It indicates a value less than $12.83 per square foot is achievable for the subject.

The remaining sales, No.'s 1, 3-5 and 7-8, are sites in the larger market area. These sales range in price from $5.32 to $17.22 per square foot. Excluding the high and low indications, the sales range from $5.36 (list price) to $12.83 per square foot. The proposed and/or allowable development densities ranged from 6 to 21 DU/AC. Of this data set, Sales 1, 5 and 7 are rated most similar to the subject in allowable development density. They range in price from $5.36 to $7.58 per square foot. Sale 1 at $5.36 per square foot is the pending sale of a 1.52-acre flag lot on Merriman Road in Medford, just south of Central Point. It was listed and went under contract on March 5, 2024, after 95 days on market. The pending price was not disclosed but is anticipated to be less than the list price of $5.36 per square foot based on the time on the market. Sale 1 is larger and thus inferior to the subject in size, requiring an upward adjustment. Sales 5 and 7 from $7.34 to $7.58 per square foot are slightly larger than the subject but are rated superior in location and access. The net adjustments are downward. Overall, the most similar Medford area land sales indicate a value range greater than $5.36 but less than $7.34 per square foot for the subject.

Conclusions: Based on the preceding comparative analysis, the market value of the assembled, 0.46-acre site is estimated to be $130,000 (20,036 SF X $6.50/SF = $130,234, rounded). This equals $26,000 per allowable unit, bracketed by the data set. The market value of the subject's 0.07-acre site is as follows:

2,930 Square Feet X $6.50/SF = $19,045
Rounded = $19,000

The supporting documentation for the analyses and the development of the sales comparison approach to value is retained in the appraiser's workfile.

Opinion of Market Value: $19,000

Assumptions and Limiting Conditions: This appraisal is subject to the following assumptions and conditions:

1. It is assumed that the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.

2. It is assumed that all water, sewer facilities and utilities (whether existing or proposed) are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not a part of the scope of work for this assignment.

3. Unless otherwise stated in this report, the past or current existence of hazardous materials or environmental contamination on, below or near the subject property was not overserved or known by the appraiser. The appraiser, however, is not qualified to detect such substances or to make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value estimated is predicated on the assumption that there is no such material on, below or affecting the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering assistance required to discover them. The intended user is urged to retain an expert in this field, if desired.

4. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any other than the client without the previous written consent of the appraiser and then only with proper qualifications.

5. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author, particularly as to valuation conclusions, and the identity of the appraiser.

6. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described herein unless prior arrangements have been made.

Certification of Appraisal:

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

– As of the date of this report, I have completed the Continuing Education Program for Designated Members of the Appraisal Institute.

Colette Meyer, MAI
Oregon State Certified General Appraiser
License No. C000767, expiring 11/30/2025
April 2, 2024

COLETTE J. MEYER, MAI
QUALIFICATIONS

Colette Meyer is a professional commercial real estate appraiser and consultant. She conducts real estate appraisals plus market, economic feasibility, and highest and best use studies. She has been appraising commercial real estate since 1990. She was awarded the State Certified General Appraiser's License from the State of Oregon's Appraiser Certification and Licensure Board on September 16, 2003 (License No. C000767, expiring 11/30/2025).

Ms. Meyer was awarded the MAI designation by the Appraisal Institute on May 2, 2013.

Ms. Meyer earned a Bachelor of Science from the University of Oregon in June 1990. Her major area of study was Finance. Her secondary area of study within the Business School was Real Estate Finance, and her minor was in Geography. She received Dean's List honors. Some additional real estate appraisal courses, seminars and examinations that she has completed are as follows:

Appraisal Institute

- Foundations of Real Estate Appraisal
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Basic Income Capitalization
- Advanced Income Capitalization
- Advanced Sales Comparison and Cost Approaches
- Highest & Best Use and Market Analysis
- Report Writing and Valuation Analysis
- Advanced Applications
- Comprehensive Examination
- Experience Credits
- Demonstration Narrative Appraisal Report
- Condemnation Appraising, Basic and Advanced Principles
- Small Hotel/Motel Valuation
- Apartment Appraisal Concept and Applications
- Subdivision Valuation
- Case Studies in Appraising Green Commercial Buildings

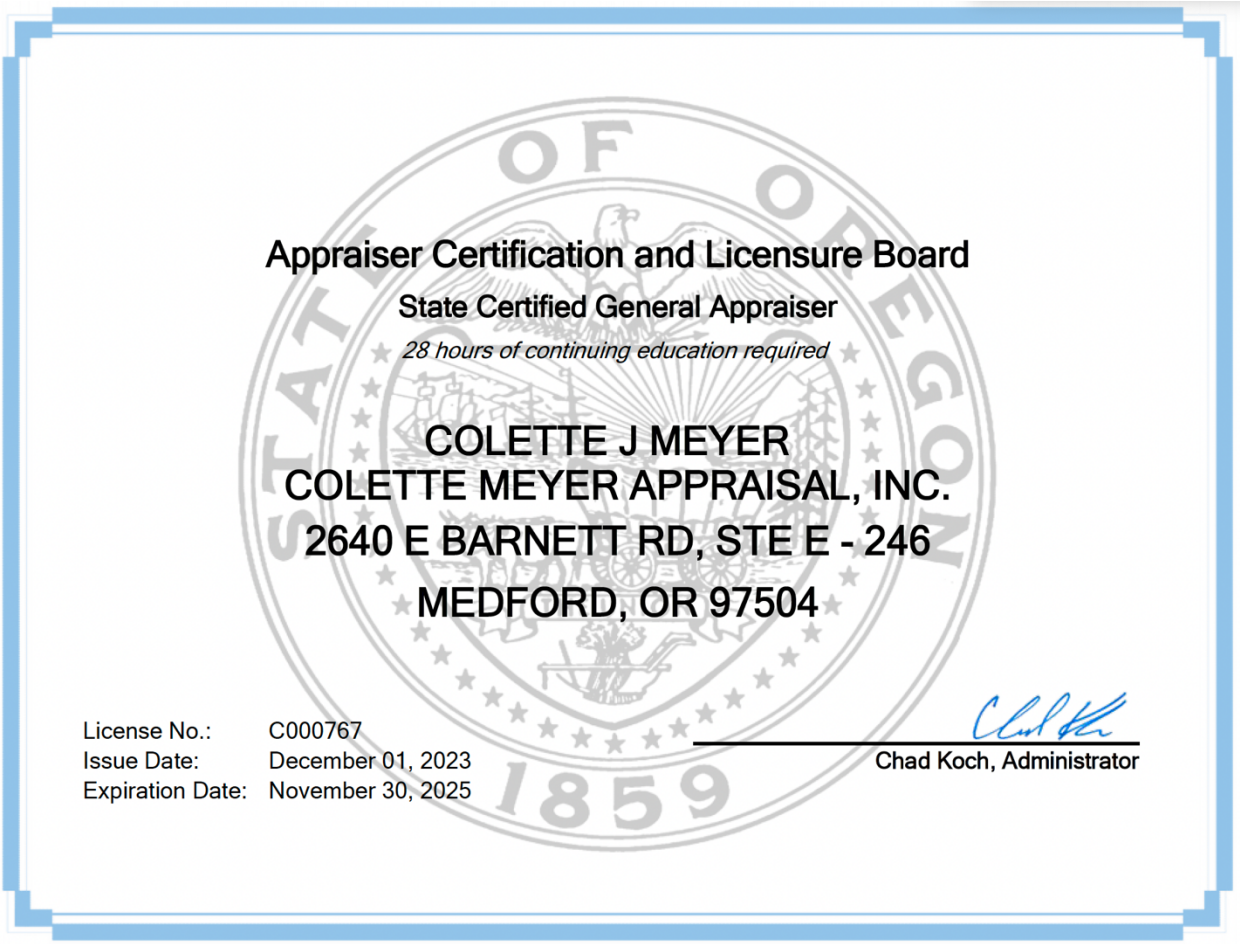
Ms. Meyer's appraisal experience includes a wide variety of commercial, industrial and multi-family properties in southern Oregon and throughout the nation. From 1990 to 1999, she worked as a licensed appraiser and appraiser assistant with Brown, Chudleigh, Schuler, & Associates in Medford, Oregon. From 1999 to 2004, Ms. Meyer served as an independent contractor, assisting and completing valuations with Evan Archerd, MAI of Ashland, Oregon, William Miller, MAI and Steve Graham of Medford, Oregon, and Paul Zacha, MAI of Grants Pass, Oregon. Since 2004, she has served as the sole proprietor of Meyer Appraisal & Consulting, currently doing business as Colette Meyer, MAI. Her

appraisal experience includes professional office buildings, regional and community shopping centers, restaurants, subdivision analysis, industrial buildings, service stations, and apartment complexes. Ms. Meyer has also conducted condemnation appraisals of both partial and complete takings. Her appraisal experience includes the following properties:

Rogue Valley Mall, Medford, Oregon
Pioneer Place Retail Center and Pioneer Place Office Tower, Portland, Oregon
Kruse Way Office Buildings, Lake Oswego, Oregon
One Maritime Plaza Office Tower, San Francisco, California
Flex Industrial Buildings, San Jose, California
TIAA Apartment Complex Portfolio, Los Angeles, California
Low Income Housing Tax Credit (LIHTC) Apartment Portfolio, Nationwide

Clients include People's Bank of Commerce, Evergreen Federal Bank, Washington Federal Bank, Key Bank, Banner Bank, Evolve Bank, Oregon Pacific Bank, U.S. Bank, City of Medford Urban Renewal Agency, City of Phoenix Urban Renewal Agency, City of Central Point, City of Grants Pass, Rogue Valley Transit District, attorneys and private individuals.

Ms. Meyer is also active in community service. She has served as a mentor with the HATS (Help a Teen Succeed) program of Rogue Valley Youth for Christ, a resident visitor with Three Fountains Nursing Home, and a STARS mentor with the State of Oregon Department of Human Services.



Appraiser Certification and Licensure Board

State Certified General Appraiser

28 hours of continuing education required

COLETTE J MEYER
COLETTE MEYER APPRAISAL, INC.
2640 E BARNETT RD, STE E - 246
MEDFORD, OR 97504

License No.: C000767
Issue Date: December 01, 2023
Expiration Date: November 30, 2025

Chad Koch, Administrator

ADDENDA

Subject Photographs

Survey

SUBJECT PHOTOGRAPHS – March 26, 2024

View north across subject

View south across subject

View east across subject

View west across subject

View southwest across subject

View of existing curb cut on Vilas Road

Views of trash enclosure area on subject with concrete curbs

View east across subject 0.07-acre parcel with storm drain

View east of asphalt pathway adjacent south of subject

View west of asphalt pathway and city park parking lot adjacent south of subject

View south toward city park adjacent south of subject

Views of park facilities adjacent south of subject

View of service commercial facility adjacent west of subject

View of residential dwelling adjacent west of subject at Vilas Road frontage

View east of Vilas Road at subject frontage

View west of Vilas Road at subject frontage

EXHIBIT PLOT

VILAS ROAD

SSMH
RIM=1287.48'

8" SS

WPL
EP
TBC

SD
15"

SIGN:
"40 MPH"

6' WBF

UTILITY MARKED:
"MWG OK"

ASPHALT
APRON

18" SD

#221

UTILITY POLE:
PP&L B22092

SDMH
RIM=1287.21'

A=86.38'

4.02'

3' TALL CMU WALL

OHU

1287
1286
1285

ASPHALT TRAVEL WAY

37 2W 01BA
TAX LOT 800
KENT GUTCHES

17,106 SQ. FEET
0.39 ACRES

185.07'

192.57'

37 2W 01B
TAX LOT 52
THE FOURTH QU
55+ LIVING, L

37 2W 01BA
TAX LOT 900
LIVING TRUST
WHITTEN–TRUSTEE
IE WHITTEN TRUSTEE

SINGLE
STORY
STRUCTURE

6' CLF GATE

37 2W 01BA
TAX LOT 1100
CITY OF CENTRAL POINT

ASPHALT TRAVEL WAY

SCALE 1" = 20'
0
20
40
60

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY

OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2675

Renewal Date 12/31/24

6' CLF

90.00'

7.84'

24" SD

12" SD

2,930 SQ. FEET
0.07 ACRES

IRMH
RIM=1286.60'
12" IE(S)=1283.05'
12" IE(W)=1283.00'

BOLLARDS (3)

TRASH
ENCLOSURE
WITH 6' CLF

A=31.44'

13.10'

A=51.46'

4.85'

A=8.77'

55.24'

VALLEY
GUTTER

LP-#5
LUMINAIRE SLY

ASPHALT
APPROACH

ASPHALT PARKING LOT

37 2W 01BA
TAX LOT 1100
CITY OF CENTRAL POINT

ASPHALT PATHWAY

CONCRETE
SIDEWALK

CONCRETE SIDEWAL

SDMH
RIM=1285.94'
24" IE(S)=1280.14'
24" IE(W)=1280.09'

37 2W 01B
TAX LOT 52
THE FOURTH QU
55+ LIVING, L

WIND SONG L

BOLLARDS (4)

SDMH
RIM=1287.61'
24" IE(E)=1280.11'
24" IE(N)=1280.06'

WV=1287.1'

WV=1285.5'

EXHIBIT PLOT

VILAS ROAD

SSMH
RIM=1287.48'

8" SS

WPL
EP
TBC
SD
15"
SIGN:
"40 MPH"
6' WBF

UTILITY MARKED:
"MWC OK"

ASPHALT
APRON

18" SD

WPL
EP
TBC

ASPHALT APRON

#221

A=86.38'

4.02'

SDMH
RIM=1287.21'

UTILITY POLE:
PP&L B22092

OHU

3' TALL CMU WALL

6' WBF

ASPHALT TRAVEL WAY

37 2W 01BA
TAX LOT 900

WHITTEN LIVING TRUST
CECIL NEAL WHITTEN–TRUSTEE
ARDELE MARIE WHITTEN TRUSTEE

37 2W 01BA
TAX LOT 800

KENT GUTCHES

17,106 SQ. FEET
0.39 ACRES

192.57'

SINGLE
STORY
STRUCTURE

37 2W 01BA
TAX LOT 1100
CITY OF CENTRAL POINT

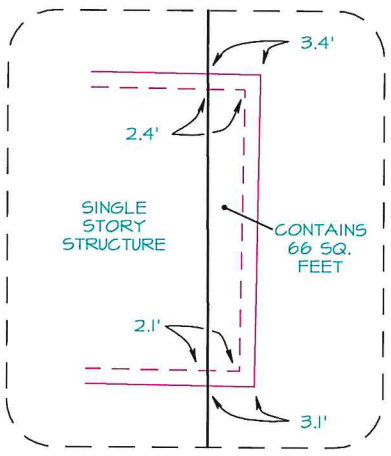
185.07'

9288 SQ. FEET
0.21 ACRES

6' CLF GATE

ASPHALT TRAVEL WAY

N.T.S.



SCALE 1" = 20'

0 20 40 60

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Rhut V. Neathamer

OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2675

Renewal Date 12/31/24

SDMH
RIM=1285.94'
24" IE(S)=1280.
24" IE(W)=1280.

90.00'

1.84'

24" SD
24" SD
6' CLF
24" SD
24" SD

12" SD
12" SD
12" SD

2,930 SQ. FEET
0.07 ACRES

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12" IE(S)=1283.05'
12" IE(W)=1283.00'

TBC
EP
VALLEY
GUTTER

BOLLARDS (3)

LP-#5
LUMINAIRE SLY

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APRON

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WITH 6' CLF

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6' WBF

6' CLF

4.85' A=8.77'

6' WBF

ASPHALT PARKING LOT

37 2W 01BA
TAX LOT 1100
CITY OF CENTRAL POINT

ASPHALT PATHWAY

12" SD

24" RIM=1287.61'
24" IE(E)=1280.11'
24" IE(N)=1280.06'
SDMH

CONCRETE
SIDEWALK

BOLLARDS (4)

WIND

WV=1287.1'

6' CLF

CONCRETE SIDEWALK

Staff Report

DEPARTMENT: Public Works **MEETING DATE:** October 24, 2024

STAFF CONTACT: Matt Samitore, Parks and Public Works Director

SUBJECT: Drones in Parks

SUMMARY AND BACKGROUND:
The Municipal Code is currently silent on whether drones may be flown in the City Park System. The Parks and Recreation staff have received many requests to enable drones to be flown with no clear rules. In 2017, we brought this item to the Parks Commission, and they recommended we change the code, but the item was ultimately tabled as the rules/laws associated with drones were evolving.

Staff seeks guidance on whether to modify the code to allow or deny them, or otherwise regulate their use. Below is a summary of what our partner cities, Medford and Ashland, allow.

Medford:
The City of Medford does not have a specific ordinance solely focused on drone use in parks. However, drone operations are typically governed by state and federal rules, including FAA regulations. If a person desires to fly a drone in the City of Medford, said person must ensure compliance with those state and federal regulations, especially around restricted areas like schools or hospitals. Although there isn't a citywide blanket ban, drone users are advised they should avoid causing disturbances in sensitive areas like parks, where visitors or wildlife may be impacted.

Ashland:
Ashland does not allow drones in its public parks without explicit permission. The city's restrictive approach aligns with its emphasis on protecting natural environments and minimizing conflicts with park visitors. While Ashland follows FAA rules, the city also imposes stricter limits locally to ensure public safety and preserve the tranquility of public spaces.

Both cities manage drone use to avoid disruptions and maintain safety, but Ashland takes a more restrictive stance in its parks, reflecting its community values and environmental priorities.

FINANCIAL ANALYSIS:
N/A

LEGAL ANALYSIS:
N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:
N/A

ATTACHMENTS/EXHIBITS:
1. Staff Report - Drones in Parks 11-27-17

STAFF RECOMMENDATION:
Council may direct staff to 1) bring back an ordinance amending city code to regulate drones in the city; or 2) advise staff no further changes are necessary at this time. In the event Council directs staff to bring back an ordinance, staff seeks direction as to whether to regulate similar to Medford, or the more restrictive provisions such as Ashland, or another approach as the Council sees fit.

RECOMMENDED MOTION:
No recommendation at this time.

To: Central Point Parks Commission

From: Matt Samitore

Subject: Unmanned Aerial Vehicle (Drone) Use in City Parks

Date: November 27, 2017

Purpose: Discussion of Unmanned Aerial Vehicles (Drones) Use in City Parks

Background: The Parks and Recreation Department has received questions from residents as to whether drone may be used in city parks. Current Central Point Municipal Codes (CPMC) refers only to Model Aircraft as follows:

CPMC 8.06.010 (B) Restrictions on Flying Model Aircraft No person shall launch or fly model aircraft from any private property, public property or public right-of-way in the city, except that model aircraft may be flown on/from open areas of at least one and one-half acres in size with permission from the property owner, and from any public park designated for such use.

CPMC 9.68.050 Games and Other Prohibited Activities No person shall participate or assist others in the playing of any game or activity wherein any object such as a stone, arrow, javelin, model aircraft, model rocket, golf ball, or any other sharp or hard object or projectile is thrown or otherwise propelled except in areas specifically designated and posted for that use.

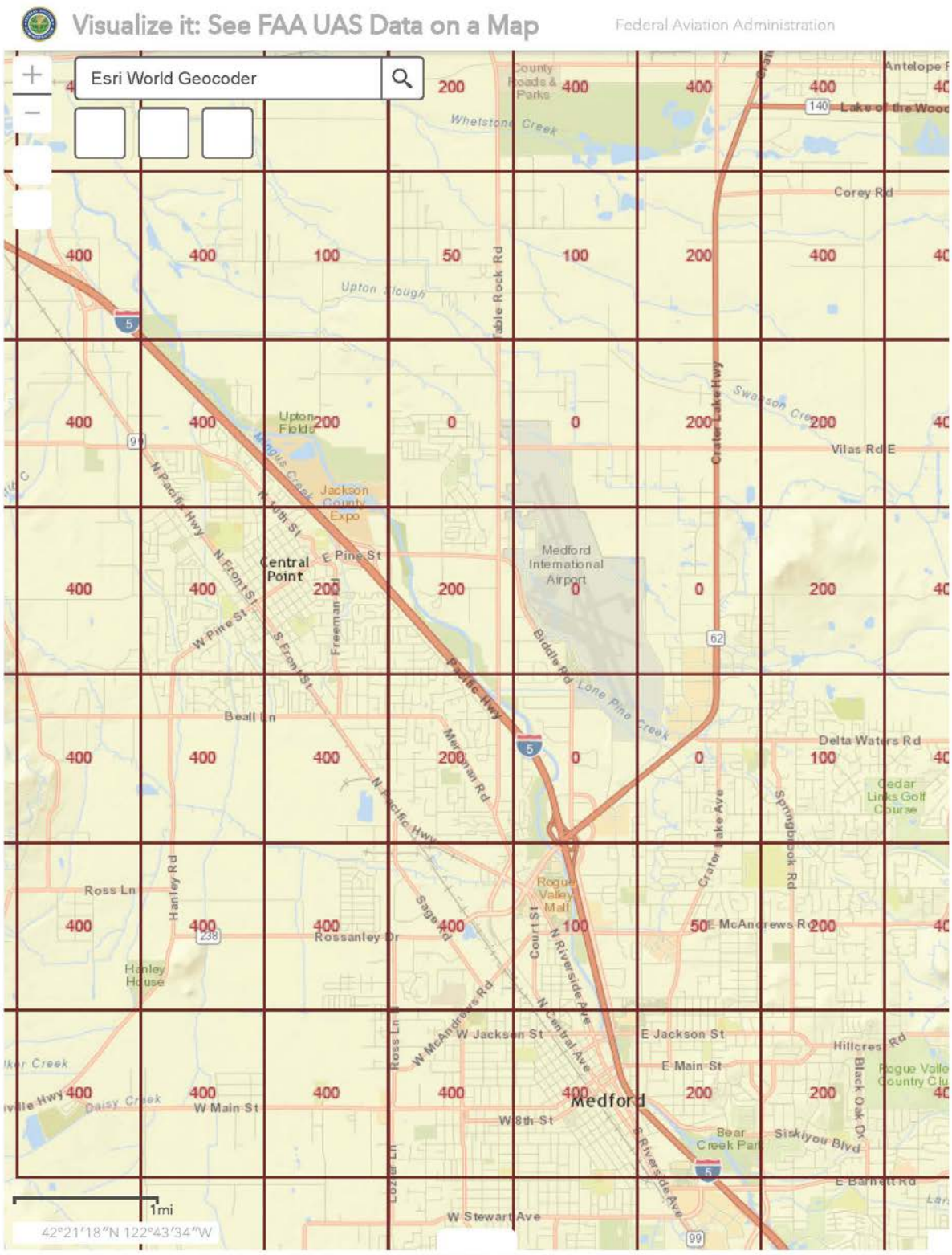
The City Attorney has stated that the existing municipal code can be interpreted as by the city as prohibiting drone use in parks but since drone use is increasing, specific language would helpful in clarifying the CPMC. While drones and model aircraft do have similarities, there are differences: Drones can be programmed to fly autonomously through software controlled flight plans working in conjunction with sensor and GPS and often have onboard video cameras. Drone Operators do not necessarily need to keep the device in sight when in flight.

Operators may not have the same level of experience and training as those who fly model aircraft and may not have a complete understanding of how to operate the devices safely in public spaces.

While commercial drone operators must register with the Federal Aviation Administration (FFA), there are few legal requirements for recreational operators, although the FFA does provide safety guidelines for recreational use. Recreational operators are required to give notice for flights within five miles of an airport to both the airport operator and air traffic control tower, if the airport has a tower. There are also areas around the airport where use of drones is not permitted or limited. These points are important since all of the City of Central Point falls within five miles of the Rogue Valley International – Medford Airport and portions of the city are within areas where no use or limited use is allowed (see attached FAA UAS map).

Concerns: Problems with operating drones in city parks are similar to those with operation of model aircraft – potential damage to property and/or park visitors, disturbing pets, excessive noise, etc. With drones, there is the additional concern of loss privacy. Privacy is an issue, because drones often have cameras built in or support the attachment of cameras. While there is no "reasonable" expectation of privacy in a public park, we should shield those using our parks as much as we can from these potentially invasive devices. While some communities have created "drone zones" in their parks, areas that are designated for drone use, this option would may not work well in Central Point since our parks are relatively small and, in most cases, surrounded by residences who might be disturbed by drone usage.

Recommendation: Add drones to both CPMC 8.06.10(B) and 9.68.050 which will specifically restrict or prohibit use in city parks. Park Commission recommendation will be forwarded to City Council.

Attachment: Unmanned Aerial Vehicle – Restricted Airspace Map

Unmanned Aerial Vehicle – Restricted Airspace Map