

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

**City Council**

**Mayor**  
Hank Williams

**Ward I**  
Bruce Dingler

**Ward II**  
Michael Quilty

**Ward III**  
Brandon Thueson

**Ward IV**  
Allen Broderick

**At Large**  
Rick Samuelson  
Tanea Browning

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

**Community  
Development**  
Tom Humphrey,  
Director

**Finance**  
Steven Weber,  
Director

**Human Resources**  
Elizabeth Simas,  
Director

**Parks and Public  
Works**  
Matt Samitore,  
Director  
Jennifer Boardman,  
Manager

**Police**  
Kris Allison Chief

**CITY OF CENTRAL POINT  
City Council Meeting Agenda  
September 8, 2016**

Next Res. 1472  
Next Ord. 2030

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

**V. CONSENT AGENDA**

- Page 2 - 9    A. Approval of August 11, 2016 Council Minutes  
10 - 13    B. Approval of OLCC Application for 7-Eleven change of  
Ownership

**VI. ITEMS REMOVED FROM CONSENT AGENDA**

**VII. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS**

- 15 - 38    A. Resolution No. \_\_\_\_\_, A Resolution Approving the  
Rogue Disposal & Recycling, Inc., 20- year Performance  
Audit, Fifth Anniversary Rate Adjustment, and Five Year  
Franchise Extension Pursuant to Article 7 of the Solid  
Waste Agreement (Clayton)
- 40 - 64    B. Resolution No. \_\_\_\_\_, A Resolution Exercising the  
Power of Eminent Domain for the Twin Creeks Crossing  
(Samitore)

**VIII. BUSINESS**

- ---    A. Planning Commission Report (Humphrey)
- 66 - 72    B. 2015/16 Financial Report (Weber)

74 - 81

- C. Approval of Intergovernmental Agreement between Jackson County, Central Point and Medford for Table Rock Road Improvements (Samitore)

**IX. MAYOR'S REPORT**

**X. CITY MANAGER'S REPORT**

**XI. COUNCIL REPORTS**

**XII. DEPARTMENT REPORTS**

**XIII. EXECUTIVE SESSION**

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**XIV. ADJOURNMENT**

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

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

# Consent Agenda

**CITY OF CENTRAL POINT  
City Council Meeting Minutes  
August 11, 2016**

**I. REGULAR MEETING CALLED TO ORDER**

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL:**

Mayor: Hank Williams

Council Members: Allen Broderick, Bruce Dingler, Brandon Thueson, Tanea Browning, Rick Samuelson, and Mike Quilty were present.

City Manager Chris Clayton; City Attorney Dan O'Conner; Police Captain Dave Croft; Community Development Director Tom Humphrey; Finance Director Steven Weber; Parks and Public Works Director Matt Samitore; and City Recorder Deanna Casey were also present.

**IV. PUBLIC APPEARANCES - None**

**V. SPECIAL PRESENTATION**

**A. Fire District No. 3 Presentation**

Fire Chief Dan Peterson presented the 6-month report and update on their Strategic Plan process. He explained that they have accomplished 37 out of the 68 items identified in the plan. They are working on a program called Pulse Point which would certify citizens in CPR to assist with emergencies in their neighborhoods.

**B. Rogue Disposal and Recycling**

Rogue Disposal and Recycling Director of Governmental Affairs & Marketing Garry Penning and Laura Leebrick, Community and Governmental Affairs Manager, presented the Five Year Periodic Review process. They are five years into their ten year franchise agreement and will be approaching the Council to extend it an additional five years. They updated on their Environmental Stewardship, and their fleet conversion to compressed natural gas. The CNG fueling station is located in White City. They will be having a grand opening soon. They explained the challenges they are facing with recycling. Communities are doing great by recycling, but they are having problems finding locations to take the recycled products. They will be asking for a \$2.50 increase for residential customers in September.

**V. CONSENT AGENDA**

- A. Approval of July 28, 2016 City Council Minutes**
- B. OLCC Approval for Fast Break**
- C. Approval to Cancel August 25, 2016 Council Meeting**

**Mike Quilty moved to approve the Consent Agenda as presented.** Tanea Browning seconded. Roll call: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

**VI. ITEMS REMOVED FROM CONSENT AGENDA - None**

**VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS**

- A. Ordinance No. 2029, An Ordinance Adopting Multiple Code Amendments to the Central Point Municipal Code Sections 11.04, 11.16, 11.20, 13.04, and adding a New Section 3.40 Liens and Collections**

Finance Director Steven Weber explained this is the second reading of an ordinance allowing the city the ability to pursue collections for lien foreclosures in the event of delinquencies of LID assessments, financing agreements, or utility payments. The proposed changes will allow the city to determine the appropriate course of action given the size of the debt, value and marketability of the property and other factors. A new Section 3.40 has been added to provide for liens and foreclosures generally for any and all delinquent payments due to the city by municipal code, contract or resolution.

**Brandon Thueson made a motion to approve Ordinance No. 2029, An Ordinance Adopting Multiple Code Amendments to the Central Point Municipal Code Sections 11.04, 11.16, 11.20, 13.04, and adding a New Section 3.40 Liens and Collections.** Mike Quilty seconded. Roll call: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

- B. Resolution No. 1471, Approving a Conceptual Land Use and Transportation Plan for CP-3, An Urban Area of the City of Central Point, Oregon**

Community Development Director Tom Humphrey explained that the City's Regional Plan Element states that prior to expansion of the urban growth boundary into an urban reserve area it is necessary to adopt conceptual land use and transportation plan for the area.

The Planning Commission and Citizens Advisory Committee have each participated in a planning charrette and conducted independent public hearing to come up with land use and transportation scenarios for CP-3. Staff provided the East Pine Street Area Concept Plan to various agencies for comment and made presentations to local area planning professionals. The conclusions from these presentations and meetings are summarized in the final version of East Pine Street Area Concept Plan presented tonight. The Planning Commission expressed its support for a circulation plan that moves traffic further away from the Peninger/Pine Street intersection.

He presented a proposed map connecting Beebe Road to Peninger through CP-3. The original idea of expanding the Eastside TOD and using the General Commercial land use category has been abandoned in favor of the more conventional thoroughfare commercial designation and C-5 zoning. This allows for a light manufacturing option and also the less restrictive use of signage near the freeway. The circulation plan envisions a bridge and the extension of Beebe Road to the west. Jackson County Roads has stated that they can make both options work, but prefer a Beebe Road connection that is more distant from the Peninger/Pine Street intersection. The MPO Policy Committee finds that the plan creates no barrier to inter-jurisdictional connectivity and is consistent with the Regional Plan. Approving the proposed resolution will begin the process with the County, State and Fair Board.

Mayor Williams asked if anyone in the audience would like to speak to this issue.

Robert Bogus, Naumes Real Estate Manager stated that they are looking forward to this process and the property being within the City limits. He recommends leaving both options in the plan allowing the property owners to work with the city.

**Allen Broderick moved to approve Resolution No. 1471, Approving a Conceptual Land Use and Transportation Plan for CP-3, An Urban Area of the City of Central Point, Oregon.** Tanea Browning seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

## **VIII. BUSINESS**

### **A. Park Commission Appointment**

Mayor Williams presented two applications for the vacancy on the Central Point Parks and Recreation Commission. He would like to recommend approval of Dennis Browning who has background in construction.

**Mike Quilty moved to appoint Dennis Browning to the Parks and Recreation Commission with a term expiring December 31, 2019.** Brandon Thueson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning,

abstain; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

**B. Planning Commission Report – No Report**

**C. Final Review of a Cooperative Improvement Agreement between the City of Central Point and the Oregon Department of Transportation for Improvement of Interstate 5, Exit 33 Northbound Off-Ramp**

City Manager Chris Clayton explained that a previous draft of the proposed I-5 Exit 33 off-ramp cooperative improvement agreement was authorized by City Council in May. After review by the State of Oregon some final adjustments have been proposed and staff felt that the Council should have the opportunity to review once again before execution.

Mr. Clayton explained that the state recommends moving this project to a surface transportation project and the cost of the project was reduced. ODOT would like see the cost allocation set early in the process. This is in association with the LUBA decision on the Costco appeal. He does not recommend executing the agreement until a decision has been made by LUBA regarding Costco.

There was discussion regarding the time line for the off ramp project if Costco moves forward and the next steps in the process. The applicants can pull permits if LUBA upholds the approval for the project. However, the appellants can continue the appeal by going to the Supreme Court. ODOT plans to set the funds aside because the ramp needs to be upgraded in the near future regardless of the LUBA decision.

**Allen Broderick moved to authorize execution of the Cooperative Improvement Agreement between the City of Central Point and the Oregon Department of Transportation for Improvement of Interstate 5, Exit 33 Northbound Off-Ramp once we have a LUBA opinion.** Mike Quilty seconded. Roll call: Hank Williams, yes; Bruce Dingle, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

**D. Discussion of a Memorandum of Understanding for the 2017 Country Crossings Music Festival**

Parks and Public Works Director Matt Samitore explained that staff will be working with the Expo and the County regarding an agreement of understanding for the Country Music Festival in July, 2017. The purpose of the agreement is to clearly identify issues and solutions prior to the event. We would like to get the concerns of the citizens addressed to the best of our ability with an agreement.

City Staff have reviewed the Cape Blanco Mass Gathering Permit which deals with many of the same concerns the City and residents will have regarding this size of an event at the Expo. Our preliminary concerns will be the site

access/parking, public safety, event organization and communication and noise/event timing.

There was discussion about directing bike and pedestrian traffic to Upton Road where there are pedestrian and bike lanes to accommodate this amount of traffic. Event planners are still working on parking options. We have been told that school parking lots will be used with a shuttle. The City has public parking lots and a field that could be considered for additional parking.

We would like to coordinate Central Point Police and Jackson County Sheriff regarding the needs for the event. Plans will be in place well before the event with the needs, concerns, and resources that will be shared. Central Point staff would like to be included in the logistics and operation of the event for Police and Public Work's needs.

We would like to know the specifics on overall volume, as the current plan has the main stage facing downtown. We want to work with the County to limit negative feedback from our residents.

Staff explained that we have been in discussions with the County Administrator and the Expo Manager regarding our concerns. There was discussion regarding how late the concerts currently go, and if we can set a limit of 11:00 pm.

Mr. Clayton explained that the County wishes to continue to be a good partner with the city on these events but the Expo is not under our jurisdiction. We can work with the County but we cannot set the rules on what can happen at the Expo. We are trying to be involved in as much of the planning as we can. Staff have been attending several of the Country Festivals throughout the State in order to know what Central Point can expect next year.

## **IX. MAYOR'S REPORT**

Mayor Williams reported that he attended:

- A meeting with Senator Wyden. They talked about charitable tax deductions and how the government may be limiting them in the future.
- A TRADCO meeting.
- The Central Point Chamber Mixer at the Chamber office.
- The Medford Water Commission meeting at the Duff Plant this week.
- The D.A.R.E. show and shine and cruise. It was a very good event this year.

## **X. CITY MANAGER'S REPORT**

City Manager Chris Clayton reported that:

- The southwest corner of Pine and 2<sup>nd</sup> Street has been marked as if a bulb out corner were in place. This is in preparation for the Study Session on Monday night.



- The Combined Transport open house is tomorrow if any of the Council plans to attend.
- We received an asset recovery check from MADGE for our participation on that team.
- The COSTCO Appellants filed another brief with LUBA. The Costco Attorney will respond to the latest brief. He explained the date of the hearing may be extended by LUBA.
- We have seen several of the LID payments come in over the last month. This is a result of the Council waving the extra fees until the end of the year if paid in full.

## **XI. COUNCIL REPORTS**

Council Member Mike Quilty reported that:

- He met with Pacific Power about working on electric vehicle initiatives for Clean Cities.
- He will be in Klamath Falls on the 19<sup>th</sup> for an MPO Meeting. They will be discussing a reduction of funds for Southern Oregon.
- He is concerned about State Measure 97. He does not think it will be a good step for Oregon.

Council Member Brandon Thueson reported that:

- He participated in the LDS pear picking event for charity. He has been spending hours picking pears. The LDS Church gives them to charity.
- He was on a ride along with Officer Jones the other night when the crash happened at the Little Pantry. His father-in-law was riding with Officer Brown. He was very impressed with the reaction of Central Point Officers that night.

Council Member Rick Samuelson reported that his daughter participated in a soccer event in Portland over the weekend. Their team did very good and came in third place.

Council Member Tanea Browning reported that:

- Munch N Movies are going well. They attended the Star Wars Movie night and made light sabers. They are excited about Minions and making book markers tomorrow night. The food vendors have been fantastic.
- She attended her first D.A.R.E. cruise and couldn't be happier. It was the perfect event for our small town feel, and was exactly how she remembers growing up. It was the perfect ending to an all Central Point Day after she perused the Barnstormers event at the Expo.
- The Second Saturday Market is this weekend with five new vendors. Participation is up with the sponsorship of the Grange Co-op, the chamber is able to wave vendor fees.
- Greeters will be at Seven Oaks on August 16<sup>th</sup>.

Council Member Allen Broderick reported that:

- He attended the SOREDI meeting. They have a lot of new energy with the new manager on board. They have several projects in the works.
- The city of Ashland will be asking the voters to approve shifting the Food and Beverage tax to be used for street maintenance.
- Banner Bank says that lending is really busy right now.
- Oregon has been voted the state with the most restrictive land use laws.
- He had a great time visiting small towns in Oregon. He is now in favor of the bulb outs on Pine Street. All the cute downtowns have them.

## **XII. DEPARTMENT REPORTS**

Parks and Public Works Director Matt Samitore reported that:

- The paving project for Hamrick/Vilas should be complete tonight. They will be painting in a few weeks.
- He will be bringing a Resolution of Intent to Condemn property around the Twin Creeks Crossing. It will be necessary for us to purchase some property for the crossing.
- Skyrman Park is almost done with Phase 1. He is looking forward to other phases being funded and complete.

Captain Dave Croft reported that:

- SRO Godley did a great job organizing the D.A.R.E. Show and shine and cruise this year. There were 190 cars at the show and shine and 100 for the cruise. The event raised approximately \$7,000 for D.A.R.E. in our Central Point Schools.
- The City received \$15,000 in asset forfeiture money from MADGE. They hope to use this money for a canine dog.
- Two officers are graduating in Salem tomorrow, and two more in October.
- Our officers did a great job protecting our citizens during the Medford Car Chase that caused a fatality on our city boundary.

Finance Director Steven Weber reported that:

- They have received some payments from the LID's and several calls regarding pay off amounts for some of the LID's on Snowybutte Lane.
- Staff is working on the Audit.
- There will be a Transient Occupancy Tax audit for LaQuinta again this year. They want to make sure they improved their record keeping.

Community Development Director Tom Humphrey reported that:

- Permits have been issued for the new veterinarian office by the Super 8 Motel.
- Staff is expecting plans for a new Rogue Credit Union Building
- He will be attending his first Airport Advisory meeting next week.

City Attorney Dan O’Conner reported that the Costco LUBA appeal is difficult because the appellants have no regard for other people’s time. We are hoping that LUBA will dismiss the latest motion from the appellants.

**XIII. EXECUTIVE SESSION - None**

**XIV. ADJOURNMENT**

Mike Quilty moved to adjourn, Allen Broderick seconded, all said “aye” and the Council Meeting was adjourned at 9:15 p.m.

The foregoing minutes of the August 11, 2016, Council meeting were approved by the City Council at its meeting of September 8, 2016.

Dated:

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

ATTEST:

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



155 South Second Street • Central Point, OR 97502

Ph: (541) 664-5578 • Fax: (541) 664-2705 • [www.centralpointoregon.gov](http://www.centralpointoregon.gov)

**Kristine Allison**

**Chief**

Date: 08/09/2016

From: Chief Kristine Allison  
To: Honorable Mayor Williams  
Subject: Request for OLCC License

RE: 7-Eleven #18155K / Persons associated therewith

Files of the Central Point Police Department contain no information pertinent to the request.

Respectfully,

A handwritten signature in black ink that reads "Kristine Allison". The signature is written in a cursive, flowing style.

Chief Kristine Allison  
Central Point Police Department

**GRAY ROBINSON**  
ATTORNEYS AT LAW

Alyssa Brooks  
Licensing Specialist  
850-577-9090

ALYSSA.BROOKS@GRAY-ROBINSON.COM

SUITE 600  
301 S. BRONOUGH STREET (32301) BOCA RATON  
POST OFFICE BOX 11189 FORT LAUDERDALE  
TALLAHASSEE, FL 32302-3189 JACKSONVILLE  
TEL 850-222-7717 KEY WEST  
TEL 850-577-9090 LAKE LAND  
FAX 850-222-3494 MELBOURNE  
FAX 850-577-3311 MIAMI  
gray-robinson.com NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA

August 4, 2016

**VIA FEDEX**

Deanna Casey  
City Recorder  
City of Central Point  
140 South 3rd Street  
Central Point, OR 97502  
541-664-3321

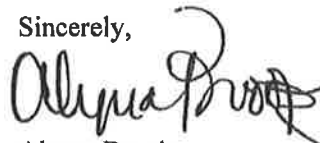
Re: Change of Ownership for 7-Eleven #18155K - Alcohol Recommendation

Dear Ms. Casey:

Please find enclosed a Change of Ownership Application from the OLCC for the 7-Eleven store located at 345 Front Street. The franchisee that was operating this store walked out and now 7-Eleven, Inc. will take over operations. Please process the local recommendation for this change. I've included a return envelope for you to send the completed forms back to me.

If you have any questions or need additional information, I can be reached by phone at (850) 577-6962 or via e-mail at [alyssa.brooks@gray-robinson.com](mailto:alyssa.brooks@gray-robinson.com). Thank you for your assistance.

Sincerely,



Alyssa Brooks  
Licensing Specialist

AB/AB  
Enclosure



# Oregon

Kate Brown, Governor

Liquor Control Commission

August 3, 2016

Alyssa Brooks, Licensing Specialist  
301 S. Bronough Street, Ste. 600  
Tallahassee, FL 32301

**RE: 7-Eleven, Inc.**  
**7-ELEVEN #18155K (OPS)**  
**345 South Front Street**  
**Central Point, Oregon 97502**

Dear Alyssa:

The Commission has accepted your liquor license application for an Off-Premises Sales. In order to process the application to issue the annual Off-Premises Sales license, please provide the following documentation:

1. Liquor license application to be endorsed by City of Central Point located at the City of Central Point City Hall, City Recorder, 140 South 3<sup>rd</sup> Street, Central Point, Oregon 97502. Their telephone number is (541)664-3321. **(ATTACHMENT A-1)**

Please be advised as soon as I have received the records check back for Mindy Thornsby, Manager for the 7-Eleven #181855K store in Central Point, Oregon, I can issue the 90 Day Temporary Authority-To-Operate. I will contact you as soon as I have received confirmation the background check has been completed.

If you have any questions Alyssa, please give me a call at (541)776-6192 to discuss.

I thank you in advance for your prompt attention to this matter.

Sincerely,

Eddie Gonzalez, License Regulatory Specialist  
7 Crater Lake Avenue, Ste. A  
Medford, Oregon 97504  
(541)776-6192 – telephone  
(541)776-6188 – fax  
[eddie.gonzalez@oregon.gov](mailto:eddie.gonzalez@oregon.gov)



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

Application is being made for:
LICENSE TYPES
ACTIONS
CITY AND COUNTY USE ONLY
OLCC USE ONLY

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]
2. Trade Name (dba): 7-Eleven #18156K
3. Business Location: 345 SOUTH FRONT ST. Central Point Jackson OR 97502
4. Business Mailing Address: Attn Licensing, P.O. Box 711, Dallas, TX 75221
5. Business Numbers: (541) 662-2211
6. Is the business at this location currently licensed by OLCC? [X] Yes [ ] No
7. If yes to whom: Roger Petery Type of License: Beer and Wine Off Premises
8. Former Business Name: 7-Eleven #18155D
9. Will you have a manager? [X] Yes [ ] No Name: Mindy Thornsbury
10. What is the local governing body where your business is located? Central Point
11. Contact person for this application: Alyssa Brooks

I understand that if my answers are not true and complete, the OLCC may deny my license application.
Applicant(s) Signature(s) and Date:
Penny Lee Lombardo Date 7/25/16
JUL 28 2016

# **Resolution**

## **Rogue Disposal Franchise**





## ADMINISTRATION DEPARTMENT

140 South 3<sup>rd</sup> Street · Central Point, OR 97502 · (541) 664-7602 · www.centralpointoregon.gov

### STAFF REPORT September 8<sup>th</sup>, 2016

**AGENDA ITEM: Review of Rogue Disposal & Recycling's 20-year performance audit, fifth anniversary rate adjustment, and request for 5-year franchise agreement extension.**

**STAFF SOURCE:**

Chris Clayton, City Manager

**BACKGROUND/SYNOPSIS:**

The Franchise Agreement between the City of Central Point and Rogue Disposal requires City Council approval of a 20-Year Performance Audit, Fifth Anniversary Rate Adjustment and 5-Year Franchise Agreement Extension. The 20-year Performance Audit, Fifth Anniversary Rate Adjustment and request for Franchise Agreement Extension must be reviewed by the City to ensure accuracy and that all the provisions of the franchise agreement are satisfied. Having reviewed Rogue Disposal & Recycling's proposed requests, I have found the calculations to be accurate/reasonable and the relevant conditions of the franchise agreement to be satisfied.

**20-YEAR PERFORMANCE ADUIT REVIEW**

Article 7 of the City's Solid Waste Franchise Agreement directs as follows:

In connection with each Fifth Anniversary Rate Review conducted during the Term of this Agreement pursuant to Section 7.2, a Performance Audit of the Contractor shall be conducted as set forth below. Each Performance Review shall be commenced and complete during the same period of time that the related Fifth Anniversary Review is commenced and completed.

A. Nature and Scope. The Performance Audit shall:

- (i) Be performed by a qualified certified public accounting or other nationally recognized solid waste industry consulting firm to be selected by the City and agreed to by the Contractor.
- (ii) Be paid for by the Contractor (with the cost thereof constituting an Allowable Expense for purposes of this Agreement).
- (iii) Address all appropriate areas, including those areas requested or identified by the City as well as those listed below, and shall provide specific recommendations, as appropriate, for improvement in each area:
  - (a) Compliance with the terms of this agreement and applicable codes, laws, and regulations.
  - (b) Overall organizational structure and management systems and procedures.

- (c) Staffing practices, including the deployment of management and supervisory personnel.
- (d) Financial management practices, including the Contractor's billing and Collection system and its policies with regard to uncollected accounts.
- (e) Personnel management practices, including compensation policies and the resolution of employee grievances.
- (f) Employee job and safety training with respect to the management of Hazardous Waste to the extent necessary to enable Contractor's employees to make initial identifications of Hazardous Waste and to ensure that Hazardous Waste inadvertently collected by Contractor within the Franchise Area is properly handled and disposed.
- (g) Procedures for receiving and resolving customer complaints and concerns, including damage to customer-owned containers and disappearance of container covers.
- (h) Procedures for the acquisition, maintenance and replacement of equipment; types of equipment; rationale for recent capital investments; and financing options.
- (i) Utilization and management of facilities.
- (j) Comparison with practices of solid waste collection companies in Oregon conducting operations and providing services similar to those of Contractor under this Agreement and operating in communities similar to the City and comparison with accepted industry standards in the State of Oregon.
- (k) An analysis of the financial and rate impact of any recommendations made by the consultant conducting the Performance Audit.

Contractor is expected to cooperate fully with the Performance Audit, and provide all operational, financial and other information deemed reasonable and necessary by the City for purposes of conducting the Performance Audit. Contractor's failure to cooperate or track or provide all information necessary to conduct the Performance Audit shall be considered an event of default. The results of the Performance Audit shall be compiled in a report prepared by the consulting firm selected to conduct the Performance Audit, which report shall be delivered in writing simultaneously to both the City and the Contractor.

**FIFTH YEAR ANNIVERSARY RATE REVIEW:**

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Article 7 of the City's Solid Waste Franchise Agreement directs as follows:

Unless otherwise agreed to in writing by the City and the Contractor, a rate review (herein called a "Fifth Anniversary Rate Review") shall be conducted by the City and Contractor so as to make any necessary adjustment to the Approved Service Rate Schedule effective as of each Fifth

Anniversary. The Contractor shall provide to the City the information needed for a Fifth Anniversary Rate Review not less than 135 days prior to the related Fifth Anniversary. Within 45 days of the date upon which the Contractor provides the City with the information needed for the Fifth Anniversary Rate Review, the City shall notify the Contractor in writing as to whether the City accepts such information as complete or specifying any respect in which the City deems such information incomplete or deficient. Failure of the City to so notify the Contractor within such 45-day period that the information is incomplete or deficient shall constitute acceptance by the City of such information as complete, which deemed acceptance shall be effective as of such 45th day. The City staff shall review such information and complete all its deliberations in connection therewith within 45 days from the date of acceptance or deemed acceptance by the City of the information provided by the Contractor. Not later than the next regularly scheduled City Council meeting following the end of such 45-day period, the City staff shall place on the City Council meeting agenda a presentation of its recommendations for consideration by City Council, and the City Council shall thereafter act without undue delay to approve or disapprove any proposed adjustment to the Approved Service Rate Schedule. Upon the request of the City or the Contractor, the foregoing time periods may be extended for such additional period of time as the parties shall mutually agree.

A rate review (herein called a "Requested Rate Review") shall be conducted by the City and the Contractor at any time at the written request of either party (the date of any such written request being herein called the "Request Date"). The Contractor shall provide to the City the information needed for a Requested Rate Review within 90 days following the Request Date. Within 45 days of the date upon which the Contractor provides the City with the information needed for the Requested Rate Review, the City shall notify the Contractor in writing as to whether the City accepts such information as complete or specifying any respect in which the City deems such information incomplete or deficient. Failure of the City to so notify the Contractor within such 45-day period that the information is incomplete or deficient shall constitute acceptance by the City of such information as complete, which deemed acceptance shall be effective as of such 45th day. The City staff shall review such information and complete all its deliberations in connection therewith within 45 days from the date of acceptance or deemed acceptance by the City of the information provided by the Contractor. Not later than the next regularly scheduled City Council meeting following the end of such 45-day period, the City staff shall place on the City Council meeting agenda a presentation of its recommendations for consideration by City Council, and the City Council shall thereafter act without undue delay to approve or disapprove any proposed adjustment to the Approved Service Rate Schedule. Upon the request of the City or the Contractor, the foregoing time periods may be extended for such additional period of time as the parties shall mutually agree.

**Information Required for Rate Reviews.** In connection with the Initial Rate Review, each Fifth Anniversary Rate Review and each Requested Rate Review, each of the following items shall be provided by Contractor to the City at no expense to the City, and in the form prescribed by this Agreement:

- i) To the extent not previously provided to the City, audited financial statements for the three years immediately preceding the year in which the rate review is conducted, which financial statements shall show the Gross Revenue derived by Contractor from 2Z the service provided by it in the Franchise Area pursuant to this Agreement separate from the revenues derived by Contractor from any and all other Contractor operations.

- ii) Gross Revenues and Franchise Expenses for the prior three fiscal years by program, Gross Revenues and Franchise Expenses to date for the current fiscal year by program, and projected Gross Revenues and Franchise Expenses for the remainder of the current year and ensuing three (3) years by program.
- iii) Number of customers and bad debts in each Rate Category.
- iv) Total costs and allocation methods for Franchise Expenses shared with non-franchise services, Operations or activities.
- v) To the extent not already provided above or disclosed in the Contractor's- audited financial statements previously presented to the City, related party transactions between the Contractor and its affiliates as determined in accordance with generally accepted accounting principles.
- vi) Organization chart reflecting current staffing, job description and salary schedules.
- vii) Contractor's depreciation and equipment replacement schedules.
- viii) Schedule of rates charged at each Disposal Site used by the Contractor along with tonnages disposed at each Disposal Site.
- ix) A survey of collection rates of and services provided by certain other collection and disposal companies to be agreed upon by City and Contractor.
- x) Operational data for the services to be provided by Contractor under this Agreement.
- xi) A proposed service fee (rate schedule) for each Rate Category, together with a rationale for how these rates were determined based on the Contractor's calculated Franchise Expenses and Operating Margin and the number and type of services within each Rate Category.
- xii) Such other information as the City or the Contractor may deem necessary.

**Rate Review Process.** In connection with each rate review under this Section 7.2, any proposed adjustments to the Approved Service Rate Schedule shall be considered by the City Administrator, who shall thereafter make a recommendation to the City Council regarding the proposed adjustment, which recommendation shall propose an adjustment in accordance with the terms, provisions and requirements set forth in this Agreement. The City Administrator shall do the following in reviewing a proposed adjustment to the Approved Service Rate Schedule: 28

- i) Take into consideration the Franchise Expenses, any performance incentives and sanctions, rate comparability, and the reasonableness of costs and other information as the City Administrator determines to be appropriate. As used in this subsection, performance incentives and sanctions refer to arrangements that the City and the Contractor may enter into in the future such as: an incentive to the provider of a Recycling service to allow the service provider to keep an increasing percentage of revenues as larger amounts (or a wider range) of materials are Recycled; or a sanction

consisting of liquidated damages, as specified in a written agreement, that are assessed against the service provider for failure to meet specified diversion goals.

- ii) When determining the amount of Gross Revenues required to be produced by the Approved Service Rate Schedule, use the following equation:

$$\text{Gross Revenues} = (\text{Franchise Expenses}) + (\text{Operating Margin})$$

**City Council Approval.** Upon receipt of the City Administrator’s recommendation, the City Council of City shall determine whether to approve by resolution any change in the Approved Service Rate Schedule

**FRANCHISE EXTENSION REQUIRMENTS:**

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Article 3 of the City’s Solid Waste Franchise Agreement directs as follows:

On every fifth anniversary, and continuing until such time as the Term of this agreement expires and is not extended, the City shall notify the Contractor in writing whether or not the City, in its dole discretion, elects to extend the Term of this agreement for an additional five (5) years beyond the then current date (an “extension period”). If the City so elects to extend the term of this agreement for an extension period, and the contractor accepts such extension by a writing delivered to the city, then the term of this agreement shall be extended for an additional five (5) years beyond the then current expiration date.

**FISCAL IMPACT:**

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Beginning January 1<sup>st</sup>, 2017 the proposed fifth anniversary rate adjustment has the following impact on Central Point residential customers:

- 35-gallon cart @ curb \$19.08/per month – Net Change (+\$2.05)
- 65-gallon cart @ curb \$31.98/per month – Net Change (+\$3.39)
- 95-gallon cart @ curb \$44.88/per month – Net Change (+\$4.76)

*\*Commercial and specialty rate information is included in the attached rate schedule (Exhibit C).*

**ATTACHMENTS:**

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- 1. Rogue Disposal & Recycling request/notification letter.
- 2. 5-year rate review presentation/slides.
- 3. Exhibit C - 2017 adjusted rate schedule information.
- 4. Resolution approving 20-Year Performance Audit, Fifth Anniversary Rate Adjustment and 5-Year Franchise Agreement Extension.

**RECOMMENDATION:**

---

- 1. Provide additional comments to Rogue Disposal and Recycling on their requested action.
- 2. Adopt resolution approving Rogue Disposal and Recycling’s 20-Year Performance Audit, proposed Fifth Anniversary Rate Adjustment (effective January 1<sup>st</sup>, 2017) and 5-Year Franchise Agreement Extension.

**PUBLIC HEARING REQUIRED:**

---

A public hearing is not required but allowing public comment is appropriate.

**SUGGESTED MOTION:**

---

I move to adopt resolution number \_\_\_\_\_ approving the Rogue Disposal and Recycling's 2017 proposed rate adjustment.



One West Main, Suite 401  
Medford, OR 97501  
541 779 4161  
roguedisposal.com

August 3<sup>rd</sup>, 2016

Chris Clayton  
City Manager, City of Central Point  
140 South 3<sup>rd</sup> St.  
Central Point, OR 97502

Dear Chris:

Please accept this request from Rogue Disposal and Recycling to have the City Council of Central Point:

- Accept the 20<sup>th</sup> Anniversary Performance Audit (Maul, Foster & Alongi report)
- Accept the Rogue Disposal & Recycling Collection Periodic Rate Adjustment Report (Wilson Consulting report)
- Approve a 5 year extension of the Franchise Agreement (January 2022 to December 2027)
- Adopt the Revised Rate Schedule, to be effective January 1, 2017
- Approve a new rate for Commercial Commingled Recycling services

We appreciate the long-term partnership that our company has with the City, and look forward to providing services to the residents of Central Point for years to come.

Should you have any questions, please contact me at 541-210-1405.

Sincerely,

Garry L. Penning  
Director, Governmental Affairs and Marketing



# 5 Year Review



## City of Central Point

Presented August 11, 2016

ROGUE DISPOSAL & RECYCLING

WE DO THAT



# 5 Year Review The Process

- Acceptance of Performance Audit (Maul, Foster, Alongi)
- Acceptance of Periodic Rate Adjustment Report (Wilson Consulting)
  - Opportunity to adjust rates based on findings of rate report
- Approval of 5 year franchise extension (January 2022 to December 2027)





# Solid Waste System Goals

- Protect public and environmental health, welfare and safety through adherence to federal, state and local regulations and environmental goals.
- Provide consistent services and a regulated rate structure for citizens of Central Point, managed in an environmentally responsible manner.

ROGUE DISPOSAL & RECYCLING

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# RDR Customer Breakdown-Central Point

- Residential Waste Customers: 5,899
- Commercial Waste Customers: 192
- Industrial Waste Customers: 18



ROGUE DISPOSAL & RECYCLING

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# RDR Customer Breakdown-Central Point

- Residential Recycling Customers: 5,215
- Commercial Recycling Customers: 48
- Green Waste Subscribers: 3,008  
(51% of residential customers subscribe to green waste service.)



ROGUE DISPOSAL & RECYCLING

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## We are committed to . . .

### Environmental Stewardship

- Fleet Conversion to Compressed Natural Gas (CNG)
- New CNG fueling station



ROGUE DISPOSAL & RECYCLING

WE DO THAT



We are committed to . . .

## Community Partnerships

- Jackson County Recycling Partnership (JCRP)
  - A collaborative approach to meeting DEQ recycling mandates in the Rogue Valley
- Household Hazardous Waste (HHW) Program
  - Serving Rogue Valley residents for over 25 years



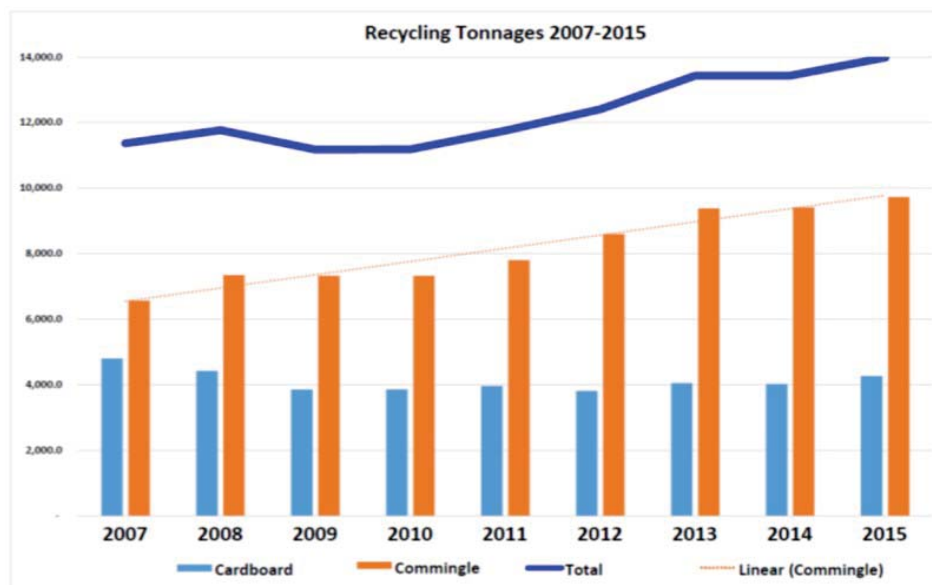
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## Recycling Challenges

25% increase in recyclables collected over the previous 5 year review period



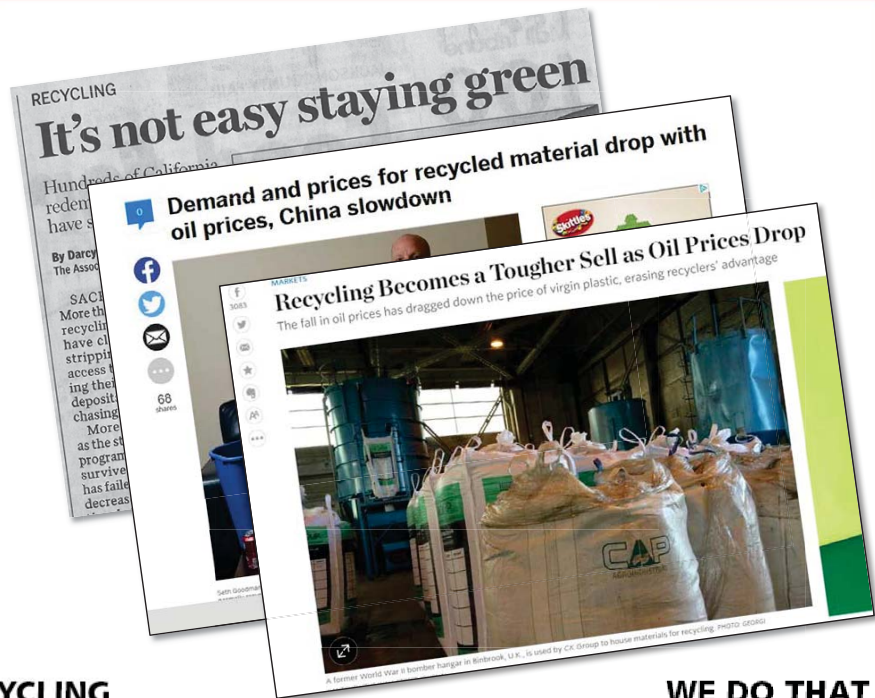
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# Recycling Challenges

Demand for material in decline globally, prices plummet



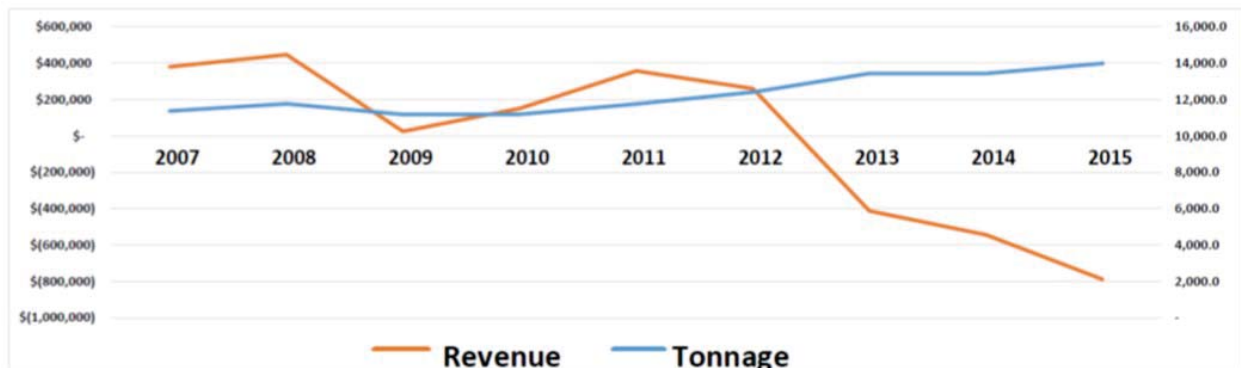
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# Recycling Challenges

Supply vs. demand crisis - the new normal?



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# Recycling Challenges

Potential (new) DEQ program requirements:

- Carpet, waste plastics and other recycling requirements
- Increased commercial and multi-family recycling
- Expanded education and outreach requirements
- Recycling contamination standards



# Economic Growth Challenges

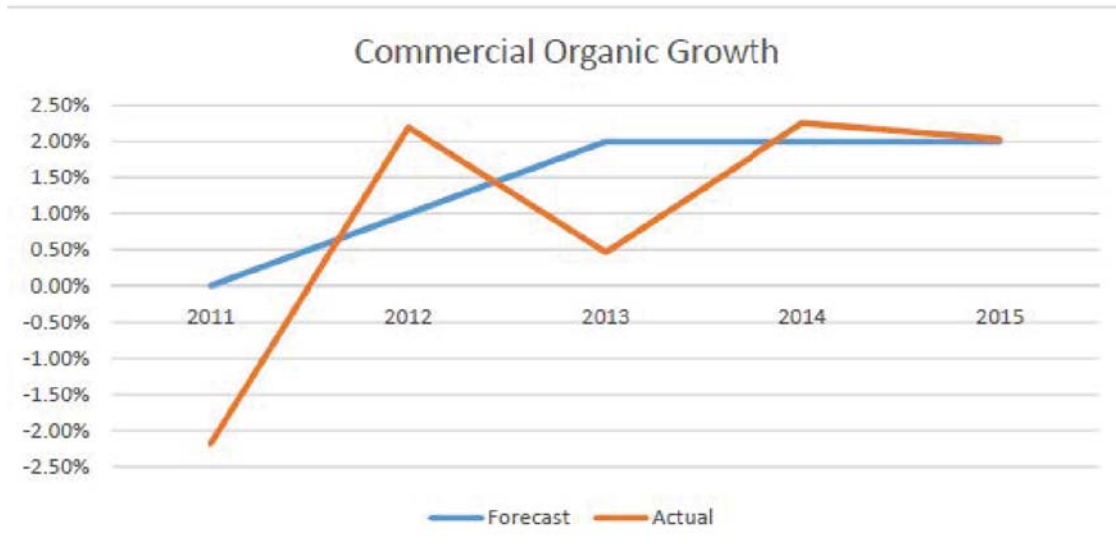
Projected growth vs. actual growth





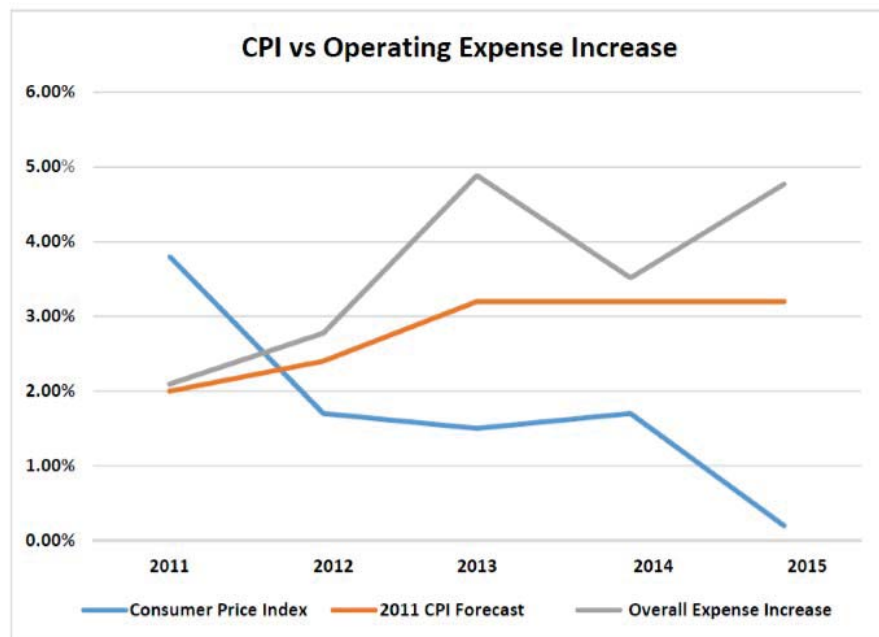
# Economic Growth Challenges

## Projected growth vs. actual growth



# CPI Challenge

CPI has not tracked with cost drivers for our industry





## Past Decisions Have Helped

Rate anomalies addressed in 2015 - impacts

- Green Waste Rate
- Multiple Can Discount
- Mobile Home Park Rate

Total Impact +3.7%



## Key Assumptions for 2016 - 2020

In light of the challenges of the last five years, we have made the following assumptions, in order to better prepare for economic and regulatory impacts in the future:

- Rationale for CPI projections (2016-2020)
- Rationale for Organic Growth projections
- Assumptions about recycling markets
- The need to establish commercial recycling rates



# Commercial Recycling Rate

Establish a rate for commercial commingle recycling service.

- Cost would be \$9.60 per month for a commercial customer using a 65 commingle cart
- Cost would be \$49.96 per month for a commercial customer using a 2 yard commingle container, serviced once a week
- This will impact a total of 48 commercial recycling customers in Central Point

**ROGUE DISPOSAL & RECYCLING**

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# Revisions to Schedule of Approved Rates

What does this mean for our customers?

Examples:

- + \$2.05 per month for a residential customer using a 35 gallon trash cart (most commonly subscribed to service level)
- + \$17.94 per month for a commercial customer using a 2 yard container, serviced once per week
- + .78 cents per month for a residential customer using subscription green waste service

**ROGUE DISPOSAL & RECYCLING**

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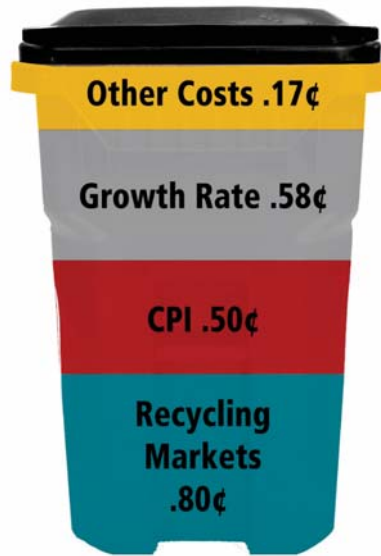
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# Revisions to Schedule of Approved Rates

Impact on  
typical  
Residential  
Customer  
*\$2.05 per  
month*



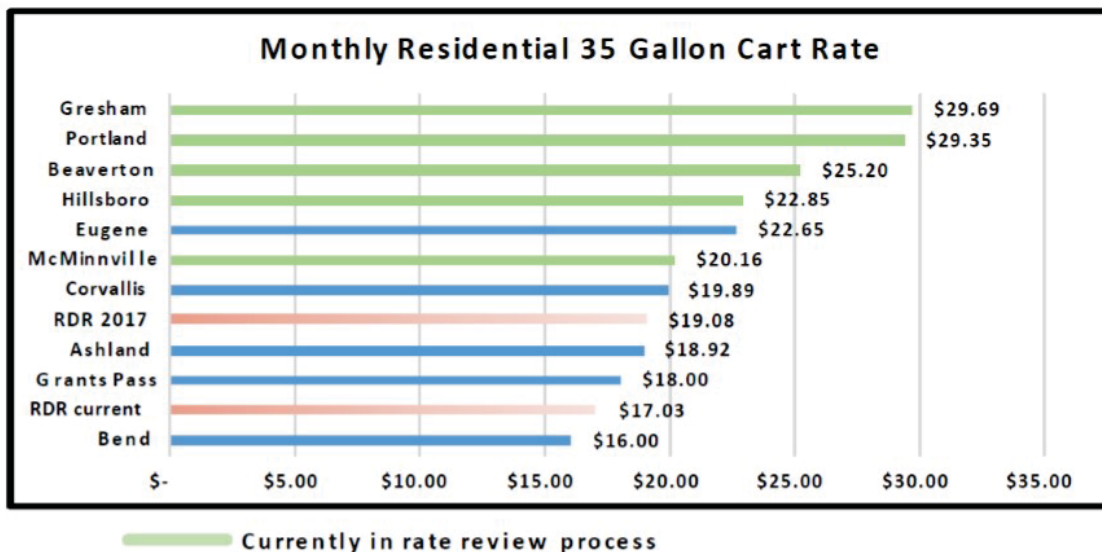
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# State-wide Rate Comparisons

Residential 35 gallon trash cart with recycling



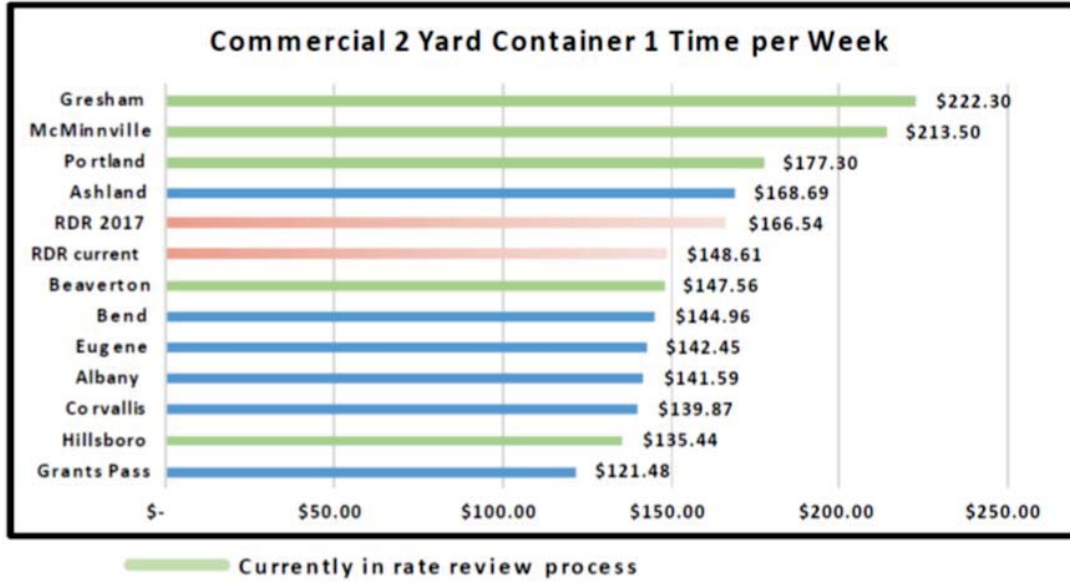
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# State-wide Rate Comparisons

## Commercial 2 yard



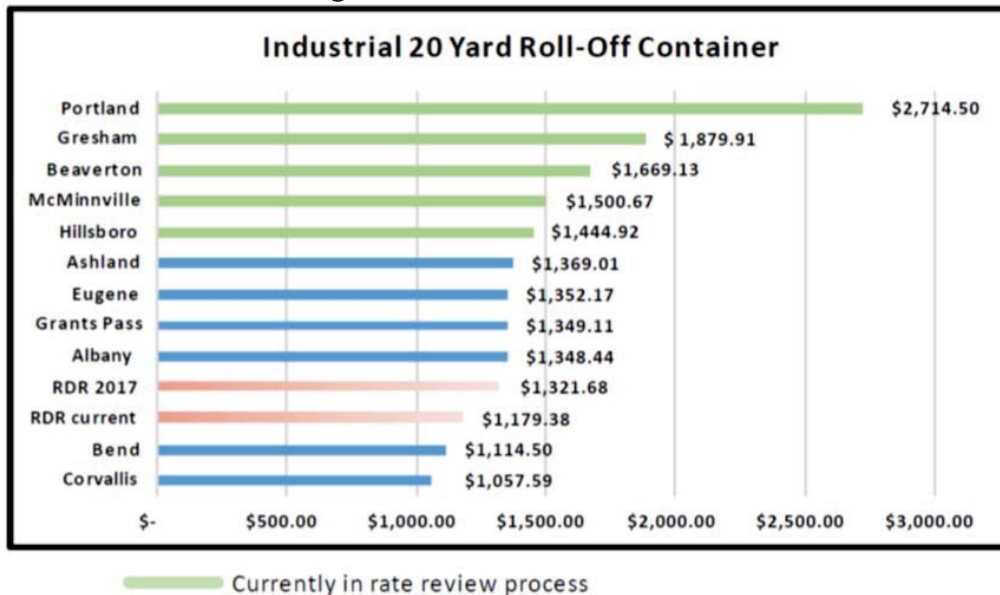
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# State-wide Rate Comparisons

## 20 yard roll off box



**ROGUE DISPOSAL & RECYCLING**

**WE DO THAT**



# Request for Council Action

- Acceptance of Performance Audit (Maul, Foster, Alongi)
- Acceptance of Periodic Rate Adjustment Report (Wilson Consulting)
- Approval of 5 year franchise extension
- Approval of new Rate Schedule to be effective January 1, 2017, including new rate for commercial recycling service

**ROGUE DISPOSAL & RECYCLING**

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Thank you for the privilege of serving your community

Questions?



**ROGUE DISPOSAL & RECYCLING**

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## Solid Waste & Recycling Collection Periodic Rate Adjustment City of Central Point, Oregon

### Exhibit C – Requested Rate Schedule

**ROGUE DISPOSAL AND RECYCLING, INC.  
MAXIMUM MONTHLY COLLECTION RATES  
EFFECTIVE JANUARY 1, 2017**

#### Residential Collection

Garbage/Curbside Recycling			
35 gallon cart @ curb (1 can service)	\$	19.08	Per month
65 gallon cart @ curb (2 can service)	\$	31.98	Per month
95 gallon cart @ curb (3 can service)	\$	44.88	Per month
Each Additional Can Serviced Weekly	\$	12.90	Per month
Extra 32 gallon Can or Bag On Route	\$	4.77	Each
Special Pick-up - Non-Garbage Customer	\$	16.18	Each
Recycling Cart - Non-Garbage Customer	\$	5.64	Per month
Green Waste Cart - Garbage Customer	\$	7.28	Per month
Green Waste Cart - Non-Garbage Customer	\$	9.34	Per month

#### Commercial (Front-Load)

**Monthly Front-Load Rates by Container size and Frequency of Pickup**

	1 1/2 YD	2 YD	3 YD	4 YD	6 YD	8 YD
<b>1 x Week</b>	\$ 127.77	\$ 166.54	\$ 197.29	\$ 255.44	\$ 367.03	\$ 478.51
<b>2 x Week</b>	\$ 206.96	\$ 268.36	\$ 371.88	\$ 473.69	\$ 662.94	\$ 850.41
<b>3 x Week</b>	\$ 299.10	\$ 381.57	\$ 531.93	\$ 670.97	\$ 1,012.10	\$ 1,353.29
<b>4 x Week</b>	\$ 391.24	\$ 480.18	\$ 680.68	\$ 908.65	\$ 1,330.59	\$ 1,754.26
<b>5 x Week</b>	\$ 467.26	\$ 578.75	\$ 852.06	\$ 1,126.89	\$ 1,652.38	\$ 2,177.81
<b>6 x Week</b>	\$ 530.30	\$ 693.63	\$ 1,012.10	\$ 1,343.57	\$ 1,972.47	\$ 2,601.46
<b>Extra p/u</b>	\$ 46.06	\$ 55.74	\$ 75.16	\$ 94.62	\$ 133.39	\$ 172.18

#### Commercial Commingle Recycling (Front-Load)

**Monthly Front-Load Rates by Container size and Frequency of Pickup**

	1 1/2 YD	2 YD	3 YD	4 YD	6 YD	8 YD
<b>1 x Week</b>	\$ 38.33	\$ 49.96	\$ 59.19	\$ 76.63	\$ 110.11	\$ 143.55
<b>Extra p/u</b>	\$ 13.82	\$ 16.72	\$ 22.55	\$ 28.39	\$ 40.02	\$ 51.65

#### Commercial Commingle Recycling (Bins)

65 gallon cart @ curb (2 can service)	\$	9.60
95 gallon cart @ curb (3 can service)	\$	13.47

#### Industrial (Roll-off)

##### DROP BOX SERVICE RATES

SIZE	RATE PER LOAD		DAILY RENT	
	LOOSE	COMPACT	PERM	TEMP
10 Yard Box (rate per haul)	\$ 260.44	\$ 436.47	\$ 2.78	\$ 5.54
20 Yard Box (rate per haul)	\$ 391.51	\$ 740.95	\$ 3.47	\$ 6.93
27 Yard Box (rate per haul)	\$ 483.45		\$ 4.15	\$ 8.32
30 Yard Box (rate per haul)	\$ 522.26		\$ 4.15	\$ 8.32
33 Yard Box (rate per haul)	\$ 559.39		\$ 4.15	\$ 8.32
40 Yard Box (rate per haul)	\$ 677.61		\$ 4.15	\$ 8.32
50 Yard Box (rate per haul)	\$ 847.36		\$ 4.15	\$ 8.32



## Solid Waste & Recycling Collection Periodic Rate Adjustment City of Central Point, Oregon

### ROGUE DISPOSAL AND RECYCLING, INC. MAXIMUM MONTHLY COLLECTION RATES EFFECTIVE JANUARY 1, 2017

#### Residential Collection Miscellaneous Charges

\$ 26.74	Exchange Roll Cart
\$ 2.21	32 Gal Can Extra GW Pick-Up
\$ 1.52	Extra GW Cart Rent Per Month
\$ 2.90	On Call Extra GW Cart Pick-up
\$ 7.19	Recycle Bin Not Returned
\$ 2.90	For Each Addtl Resident Roll Cart
\$ 24.67	Off Route Charge
\$ 59.56	35 Gal Lost Cart Replacement
\$ 69.27	65 Gal Lost Cart Replacement
\$ 87.27	95 Gal Lost Cart Replacement
\$ 6.22	Cart/Can not at Curb (per Month)
\$ 6.50	Long Driveway with Cart (per Month)
\$ 110.82	Misc. Labor (Truck and Driver) per Hour
\$ 48.48	Misc. Labor (Helper) per Hour
\$ 46.96	Small Quantity Pgm - 5 Pre-Paid Bags
\$ 64.84	Small Quantity Pgm - 10 Pre-Paid Bags
\$ 72.02	1st Appliance
\$ 36.02	Ea. Additional Appliance
\$ 13.85	Tire - Passenger
\$ 27.70	Tire - Truck
\$ 27.70	Misc. Loose Waste - Per Yard
\$ 8.73	Christmas Tree - Per 3 Ft Section

#### Commercial Collection Special Charges

\$ 27.70	Per month temporary container rental
\$ 27.70	Per month temporary cardboard only; waived if minimum p/u every other week
\$ 36.02	Trip charge/pull fee
\$ 55.41	Cleaning
\$ 55.41	Deposit
\$ 55.41	Pickup & Delivery
\$ 16.63	Pull Out from 30-90 ft (multiply by p/u per week)
\$ 12.47	Key Acct
\$ 6.93	Per month auto lock container
\$ 22.17	Lock replacement
\$ 112.19	6 yd. or under FL compactor cleaning fee

	<u>Deliver</u>	<u>Pickup</u>
\$ 121.35	Bin for a day - 5 yard - 24 hours 1 Dump	
\$ 137.53	Bin for a week-end - 5 yard - 48 hours 1 Dump	Fri
\$ 153.70	Bin for 72 hours - 5 yard - 1 Dump	1st day 4th day
\$ 93.75	Yard debris bin for a day - 5 yard - 24 hours 1 Dump	
\$ 109.39	Yard debris bin for a week-end - 5 yard 1 Dump	Fri
\$ 125.04	Yard debris bin for 72 hours - 5 yard 1 Dump	1st day 4th day

#### Industrial Special Charges

\$ 37.00	Compactor - Per Yard Under 20 Yds
\$ 34.24	Compactor - Per Yard 20 Yds and Over
\$ 123.30	Compactor Cleaning
\$ 36.02	Trip Charge(move box @ location) / Turn Around Charge
\$ 116.37	Haul Fee - Asbestos Box (Requires special per yard disposal charge)
\$ 116.37	Wood Box Haul Fee
\$ 2.78	Per Mile, starting after border boundary
\$ 27.70	Car tire in drop box
\$ 41.55	Truck tire in drop box
\$ 72.02	Haul Fee to haul appliance from landfill to transfer station



## Solid Waste & Recycling Collection Periodic Rate Adjustment City of Central Point, Oregon

### Exhibit D – Existing Rate Schedule

**ROGUE DISPOSAL AND RECYCLING, INC.  
MAXIMUM MONTHLY COLLECTION RATES  
EFFECTIVE JANUARY 1, 2016**

**Residential Collection**

Garbage/Curbside Recycling			
35 gallon cart @ curb (1 can service)	\$	17.03	Per month
65 gallon cart @ curb (2 can service)	\$	28.54	Per month
95 gallon cart @ curb (3 can service)	\$	40.05	Per month
Each Additional Can Serviced Weekly	\$	11.51	Per month
Extra 32 gallon Can or Bag On Route	\$	4.26	Each
Special Pick-up - Non-Garbage Customer	\$	14.44	Each
Recycling Cart - Non-Garbage Customer	\$	5.03	Per month
Green Waste Cart - Garbage Customer	\$	6.50	Per month
Green Waste Cart - Non-Garbage Customer	\$	8.33	Per month

**Commercial (Front-Load)**

**Monthly Front-Load Rates by Container size and Frequency of Pickup**

	1 1/2 YD	2 YD	3 YD	4 YD	6 YD	8 YD
<b>1 x Week</b>	\$ 114.01	\$ 148.61	\$ 176.05	\$ 227.94	\$ 327.51	\$ 426.99
<b>2 x Week</b>	\$ 184.68	\$ 239.47	\$ 331.84	\$ 422.69	\$ 591.56	\$ 758.85
<b>3 x Week</b>	\$ 266.90	\$ 340.49	\$ 474.66	\$ 598.73	\$ 903.13	\$ 1,207.58
<b>4 x Week</b>	\$ 349.12	\$ 428.48	\$ 607.39	\$ 810.82	\$ 1,187.33	\$ 1,565.38
<b>5 x Week</b>	\$ 416.95	\$ 516.44	\$ 760.32	\$ 1,005.56	\$ 1,474.47	\$ 1,943.33
<b>6 x Week</b>	\$ 473.20	\$ 618.95	\$ 903.13	\$ 1,198.91	\$ 1,760.10	\$ 2,321.36
<b>Extra p/u</b>	\$ 41.10	\$ 49.74	\$ 67.07	\$ 84.43	\$ 119.03	\$ 153.64

**Industrial (Roll-off)**

**DROP BOX SERVICE RATES**

<b>SIZE</b>	<b>RATE PER LOAD</b>		<b>DAILY RENT</b>	
	<b>LOOSE</b>	<b>COMPACT</b>	<b>PERM</b>	<b>TEMP</b>
10 Yard Box (rate per haul)	\$ 232.40	\$ 389.48	\$ 2.48	\$ 4.94
20 Yard Box (rate per haul)	\$ 349.36	\$ 661.17	\$ 3.10	\$ 6.18
27 Yard Box (rate per haul)	\$ 431.40		\$ 3.70	\$ 7.42
30 Yard Box (rate per haul)	\$ 466.03		\$ 3.70	\$ 7.42
33 Yard Box (rate per haul)	\$ 499.16		\$ 3.70	\$ 7.42
40 Yard Box (rate per haul)	\$ 604.65		\$ 3.70	\$ 7.42
50 Yard Box (rate per haul)	\$ 756.13		\$ 3.70	\$ 7.42



## Solid Waste & Recycling Collection Periodic Rate Adjustment City of Central Point, Oregon

### ROGUE DISPOSAL AND RECYCLING, INC. MAXIMUM MONTHLY COLLECTION RATES EFFECTIVE JANUARY 1, 2016

#### Residential Collection Miscellaneous Charges

\$ 23.86	Exchange Roll Cart
\$ 1.97	32 Gal Can Extra GW Pick-Up
\$ 1.36	Extra GW Cart Rent Per Month
\$ 2.59	On Call Extra GW Cart Pick-up
\$ 6.42	Recycle Bin Not Returned
\$ 2.59	For Each Addtl Resident Roll Cart
\$ 22.01	Off Route Charge
\$ 53.15	35 Gal Lost Cart Replacement
\$ 61.81	65 Gal Lost Cart Replacement
\$ 77.87	95 Gal Lost Cart Replacement
\$ 5.55	Cart/Can not at Curb (per Month)
\$ 5.80	Long Driveway with Cart (per Month)
\$ 98.89	Misc. Labor (Truck and Driver) per Hour
\$ 43.26	Misc. Labor (Helper) per Hour
\$ 41.90	Small Quantity Pgm - 5 Pre-Paid Bags
\$ 57.86	Small Quantity Pgm - 10 Pre-Paid Bags
\$ 64.27	1st Appliance
\$ 32.14	Ea. Additional Appliance
\$ 12.36	Tire - Passenger
\$ 24.72	Tire - Truck
\$ 24.72	Misc. Loose Waste - Per Yard
\$ 7.79	Christmas Tree - Per 3 Ft Section

#### Commercial Collection Special Charges

\$ 24.72	Per month temporary container rental
\$ 24.72	Per month temporary cardboard only; waived if minimum p/u every other week
\$ 32.14	Trip charge/pull fee
\$ 49.44	Cleaning
\$ 49.44	Deposit
\$ 49.44	Pickup & Delivery
\$ 14.84	Pull Out from 30-90 ft (multiply by p/u per week)
\$ 11.13	Key Acct
\$ 6.18	Per month auto lock container
\$ 19.78	Lock replacement
\$ 100.11	6 yd. or under FL compactor cleaning fee

	<u>Deliver</u>	<u>Pickup</u>
\$ 108.28	Bin for a day - 5 yard - 24 hours 1 Dump	
\$ 122.72	Bin for a week-end - 5 yard - 48 hours 1 Dump	Fri
\$ 137.15	Bin for 72 hours - 5 yard - 1 Dump	1st day 4th day
\$ 83.66	Yard debris bin for a day - 5 yard - 24 hours 1 Dump	
\$ 97.61	Yard debris bin for a week-end - 5 yard 1 Dump	Fri
\$ 111.58	Yard debris bin for 72 hours - 5 yard 1 Dump	1st day 4th day

#### Industrial Special Charges

\$ 33.02	Compactor - Per Yard Under 20 Yds
\$ 30.55	Compactor - Per Yard 20 Yds and Over
\$ 110.02	Compactor Cleaning
\$ 32.14	Trip Charge(move box @ location) / Turn Around Charge
\$ 103.84	Haul Fee - Asbestos Box (Requires special per yard disposal charge)
\$ 103.84	Wood Box Haul Fee
\$ 2.48	Per Mile, starting after border boundary
\$ 24.72	Car tire in drop box
\$ 37.08	Truck tire in drop box
\$ 64.27	Haul Fee to haul appliance from landfill to transfer station

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

**A RESOLUTION APPROVING THE ROGUE DISPOSAL & RECYCLING, INC. 20-YEAR PERFORMANCE AUDIT, FIFTH ANNIVERSARY RATE ADJUSTMENT AND FIVE YEAR FRANCHISE EXTENSION PURSUANT TO ARTICLE 7 OF THE SOLID WASTE AGREEMENT.**

**RECITALS:**

1. The City and Rogue Disposal & Recycling, Inc. (Rogue Disposal) entered into a Solid Waste Collection Franchise Agreement in 1996, including subsequent amendments.
2. The purpose of the agreement is to obtain the benefits of the franchise fee for the use of the city's right-of-way and to establish rights and procedures for use of the right-of-way and to approve the rates established by Rogue Disposal;
3. Rogue Disposal has requested an extension of the franchise as permitted in Section 3.1b of the Solid Waste Franchise agreement to December 31<sup>st</sup>, 2027
4. A 20-year performance audit (Maul, Foster & Alongi report) has been submitted for approval in accordance with Article 7 of the agreement, and a fifth anniversary rate increase (Wilson Consulting report), as depicted in Exhibit C, has been requested.

**Section 1. 20-Year Performance Audit:** Pursuant to Article 7 of the City's Solid Waste Franchise Agreement the 20-year performance audit submitted by Rogue Disposal, effective as of January 1<sup>st</sup>, 2017 is approved.

**Section 2.** Pursuant to Article 7 of the City's Solid Waste Franchise Agreement the Fifth Anniversary Rate Increase: The fifth anniversary rate adjustment, as depicted in Exhibit C, is approved effective January 1<sup>st</sup>, 2017.

**Section 3.** Pursuant to Section 3.1 of the City's Solid Waste Franchise Agreement, the term of the agreement is extended to December 31<sup>st</sup>, 2027.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

ATTEST:

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



# **Resolution**

## **Eminent Domain for Twin Creeks Crossing**



DATE: August 29, 2016  
TO: Honorable Mayor and City Council  
FROM: Matt Samitore, Parks & Public Works Director  
SUBJECT: Potential Eminent Domain for Twin Creeks Rail Crossing Project

---

**PURPOSE:**

Adopt a resolution authorizing the potential use of eminent domain for temporary construction easements, permeant slope easements and necessary right of way for the Twin Creeks Rail Crossing Project.

**SUMMARY:**

In 2013, the City received funding from the State of Oregon Enhance It Program (STIP) to create a new “at grade” rail crossing at Twin Creeks Crossing and Highway 99. The project will create a center turn lane, sidewalks and bike lanes, although, no on-street parking will be allowed within the project limits. Before constructing the above-described improvements, there is a need to obtain slope easements and temporary construction easements from three specific properties: (1) School District 6, (2) Pacific Power, and (3) the Labor Temple. The City hopes to obtain the School District Property via a donation and only requires a 5’ slope easement from Pacific Power because a 10’ general easement already exists on their property. As for the third property, a small portion of the Labor temple’s property is also needed for a construction easement to rebuild the sidewalks.

The largest right of way acquisition involves the Davidson property which is located between Griffin Creek and the Pacific Power Substation. The project needs the Davidson property area to accommodate the storm water management required for this project. A full property take or acquisition is needed because this property has development challenges that prevent any reasonable land use following easement acquisition.

How the process works is that the City’s Engineering Consultant, TYLIN, Inc., hires a right of way consultant/agent. The consultant then retains an independent appraiser to come up with values for the entire property, a permanent easement and the temporary construction easement. The appraisals are then sent to ODOT for review to ensure they are accurate. Subsequently, an offer is then made to the property owner.

If after our review if we do not agree with the submitted objections, the property owner has a right to hire their own appraiser. Based upon the second appraisal, negotiations usually occur to find a reasonable difference. If multiple rounds of negotiations fail to produce a settlement, the case will be referred to a court for adjudication.

The City has completed many federally funded projects including: Oak Street Parking Lot, Senior Central Parking Lot, Freeman Road, 9<sup>th</sup> Street Reconstruction, etc. Each of these projects has required a similar resolution of intent for right of way acquisition.

**EXHIBITS:**

Exhibit A: Permanent Slope Easements for three properties

Exhibit B: Title and Documentation on Davidson Property and Map showing remainder parcel after project storm water needs.

**RECOMMENDATION:** Approve the resolution authorizing the potential use of eminent domain if compensation with neighboring properties cannot be agreed upon on for Twin Creeks Rail Crossing project.

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

**A RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN  
FOR THE TWIN CREEKS CROSSING**

Recitals:

- A. The City of Central Point may exercise the power of eminent domain pursuant to City Charter and the Laws of the State of Oregon generally, when the exercise of such power is deemed necessary by the City's governing body to accomplish public purposes for which City has responsibility.
- B. City has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.
- C. The project or projects known as Twin Creeks Crossing Improvements have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted and travel safeguarded.
- D. To accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A and B" attached to this resolution and, by this reference incorporated herein.

**The City of Central Point resolves as follows:**

Section 1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury.

Section 2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A and B. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law.

Section 3. The City's staff and the City Attorney are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the Council.

Section 4. City expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

**EXHIBIT 'A'**  
**SLOPE EASEMENT**  
**CENTRAL POINT HIGH SCHOOL**  
**TAX LOT 372W03DB-100**

A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 37 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, IN THE CITY OF CENTRAL POINT, JACKSON COUNTY, OREGON AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED TO JACKSON COUNTY SCHOOL DISTRICT NO.6 RECORDED ON JUNE 10, 1950 IN VOLUME 335, PAGE 121 JACKSON COUNTY RECORDS.

SAID TRACT BEING THAT PORTION OF SAID PROPERTY INCLUDED IN A STRIP OF LAND VARIABLE IN WIDTH, LYING ON THE NORTHEASTERN SIDE OF THE CENTERLINE OF ROGUE VALLEY HIGHWAY (US HIGHWAY 99) DESCRIBED AS FOLLOWS:

BEGINNING AT ENGINEERS CENTERLINE STATION 535+00;  
THENCE SOUTH 35°26'06" EAST, 2,435.16 FEET TO ENGINEERS CENTERLINE STATION 559+35.16

THE WIDTH OF SAID STRIP OF LAND IS AS FOLLOWS:

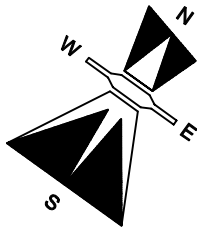
FROM STATION	TO STATION	OFFSET
554+34.24	559+24.24	65.00 LEFT TO 68.00 LEFT

SAID TRACT CONTAINS 1,095 SQUARE FEET, MORE OR LESS, OUTSIDE THE EXISTING RIGHT-OF-WAY.

SAID TRACT IS DEPICTED ON PAGE 2 OF THIS EXHIBIT.

BEARINGS BASED ON THE OREGON COORDINATES REFERENCE SYSTEM, GRANTS PASS TO ASHLAND ZONE NAD 1983[2011 EPOCH 2010] AS DEPICTED COUNTY SURVEY #####.

**EXHIBIT 'A'**  
**SLOPE EASEMENT**  
 CENTRAL POINT HIGH SCHOOL  
 TAX LOT 372W03DB-100  
 PAGE 2 OF 2



SCALE 1" = 80'

AUGUST 17, 2016  
 ORION GEOMATICS / TWIN CRK BNDY.DWG

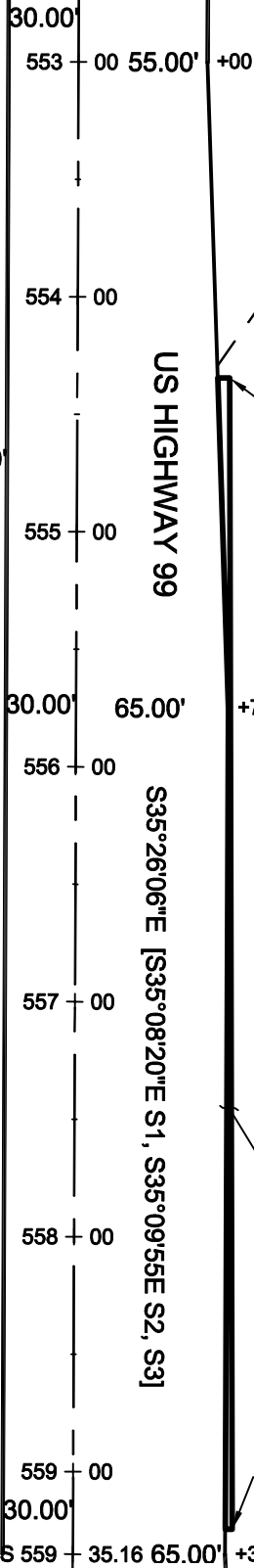
REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JULY 19, 1994  
**JOHN D. PUTNAM**  
 2676

RENEWAL: 12-31-16

S35°26'06"E [S35°08'20"E S1, S35°09'55"E S2, S3]

CENTRAL OREGON AND PACIFIC RAILROAD



US HIGHWAY 99

S35°26'06"E [S35°08'20"E S1, S35°09'55"E S2, S3]

STA: 554+34.24  
 OFFSET: 65.00 L

JACKSON COUNTY SCHOOL DISTRICT NO.6  
 VOLUME 335, PAGE 121

SLOPE EASEMENT

STA: 559+24.24  
 OFFSET: 68.00 L

PS 559 - 35.16 65.00' +35.16

**EXHIBIT 'A'**  
**SLOPE EASEMENT**  
**PARCEL 2, PARTITION PLAT P-95-93**  
**TAX LOT 372W03BD-1000**

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 3, TOWNSHIP 37 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, IN THE CITY OF CENTRAL POINT, JACKSON COUNTY, OREGON AND BEING A PORTION PARCEL 2 OF PARTITION PLAT P-95-93 RECORDED ON NOVEMBER 12<sup>TH</sup>, 1995 JACKSON COUNTY RECORDS.

SAID TRACT BEING THAT PORTION OF SAID PROPERTY INCLUDED IN A STRIP OF LAND VARIABLE IN WIDTH, LYING ON THE NORTHEASTERN SIDE OF THE CENTERLINE OF ROGUE VALLEY HIGHWAY (US HIGHWAY 99) DESCRIBED AS FOLLOWS:

BEGINNING AT ENGINEERS CENTERLINE STATION 535+00;  
 THENCE SOUTH 35°26'06" EAST, 2,435.16 FEET TO ENGINEERS CENTERLINE STATION 559+35.16

THE WIDTH OF SAID STRIP OF LAND IS AS FOLLOWS:

FROM STATION	TO STATION	OFFSET
547+69.24	548+71.24	57.00 LEFT TO 68.00 LEFT

SAID TRACT CONTAINS 325 SQUARE FEET, MORE OR LESS, OUTSIDE THE EXISTING RIGHT-OF-WAY.

SAID TRACT IS DEPICTED ON PAGE 2 OF THIS EXHIBIT.

BEARINGS BASED ON THE OREGON COORDINATES REFERENCE SYSTEM, GRANTS PASS TO ASHLAND ZONE NAD 1983[2011 EPOCH 2010] AS DEPICTED COUNTY SURVEY #####.



**EXHIBIT 'A'**  
**SLOPE EASEMENT**  
 PARCEL 2, PARTITION PLAT P-95-93  
 TAX LOT 372W03BD-1000  
 PAGE 2 OF 2

**MEDFORD LABOR  
 TEMPLE ASSOC.  
 PARCEL 2  
 PARTITION PLAT P-95-93**

S35°26'06"E [S35°08'20"E S1, S35°09'55"E S2, S3]

**CENTRAL OREGON AND PACIFIC RAILROAD**

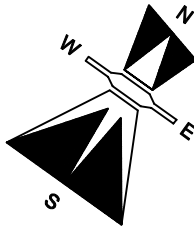
30.00'

548+00

SLOPE EASEMENT

**US HIGHWAY 99**

SCALE 1" = 30'



S35°26'06"E [S35°08'20"E S1, S35°09'55"E S2, S3]

549+00

30.00'

STA: 547+69.24  
 OFFSET: 57.00 L

±STA: 548+30.50  
 OFFSET: 63.61 L

STA: 548+71.24  
 OFFSET: 68.00 L

**PACIFIC POWER AND LIGHT  
 DOC.NO. 76-06114**

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JULY 19, 1994  
**JOHN D. PUTNAM**  
 2676

RENEWAL: 12-31-16

AUGUST 17, 2016

ORION GEOMATICS / TWIN CRK BNDY.DWG

**EXHIBIT 'A'**  
**SLOPE EASEMENT**  
**PACIFIC POWER AND LIGHT**  
**TAX LOT 372W03B-1502**

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 3, TOWNSHIP 37 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, IN THE CITY OF CENTRAL POINT, JACKSON COUNTY, OREGON AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN THE WARRANTY DEED TO PACIFIC POWER AND LIGHT COMPANY ON RECORDED ON APRIL 2, 1976 AS DOC. NO. 76-06114 JACKSON COUNTY RECORDS.

SAID TRACT BEING THAT PORTION OF SAID PROPERTY INCLUDED IN A STRIP OF LAND VARIABLE IN WIDTH, LYING ON THE NORTHEASTERN SIDE OF THE CENTERLINE OF ROGUE VALLEY HIGHWAY (US HIGHWAY 99) DESCRIBED AS FOLLOWS:

BEGINNING AT ENGINEERS CENTERLINE STATION 535+00;  
THENCE SOUTH 35°26'06" EAST, 2,435.16 FEET TO ENGINEERS CENTERLINE STATION 559+35.16

THE WIDTH OF SAID STRIP OF LAND IS AS FOLLOWS:

FROM STATION	TO STATION	OFFSET
547+69.24	548+71.24	57.00 LEFT TO 68.00 LEFT
548+71.28	550+25.22	68.00 LEFT TO 70.00 LEFT
550+25.22	550+50.00	70.00 LEFT

SAID TRACT CONTAINS 2,675 SQUARE FEET, MORE OR LESS, OUTSIDE THE EXISTING RIGHT-OF-WAY.

SAID TRACT IS DEPICTED ON PAGE 2 OF THIS EXHIBIT.

BEARINGS BASED ON THE OREGON COORDINATES REFERENCE SYSTEM, GRANTS PASS TO ASHLAND ZONE NAD 1983[2011 EPOCH 2010] AS DEPICTED COUNTY SURVEY #####.

EXHIBIT 'A'  
 SLOPE EASEMENT  
 PACIFIC POWER AND LIGHT  
 TAX LOT 372W03B-1502  
 PAGE 2 OF 2

S35°26'06"E [S35°08'20"E S1, S35°09'55"E S2, S3]

CENTRAL OREGON AND PACIFIC RAILROAD

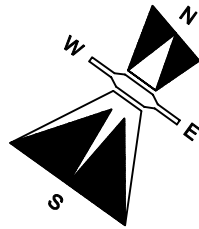
30.00'

55.00'

US HIGHWAY 99

S35°26'06"E [S35°08'20"E S1, S35°09'55"E S2, S3]

SCALE 1" = 30'



549+00

30.00'

550+00

±STA: 548+30.50  
 OFFSET: 63.61 L

STA: 548+71.24  
 OFFSET: 68.00 L

PACIFIC POWER AND LIGHT  
 DOC.NO. 76-06114

SLOPE EASEMENT

STA: 550+25.22  
 OFFSET: 70.00 L

±STA: 550+30.50  
 OFFSET: 70.00 L

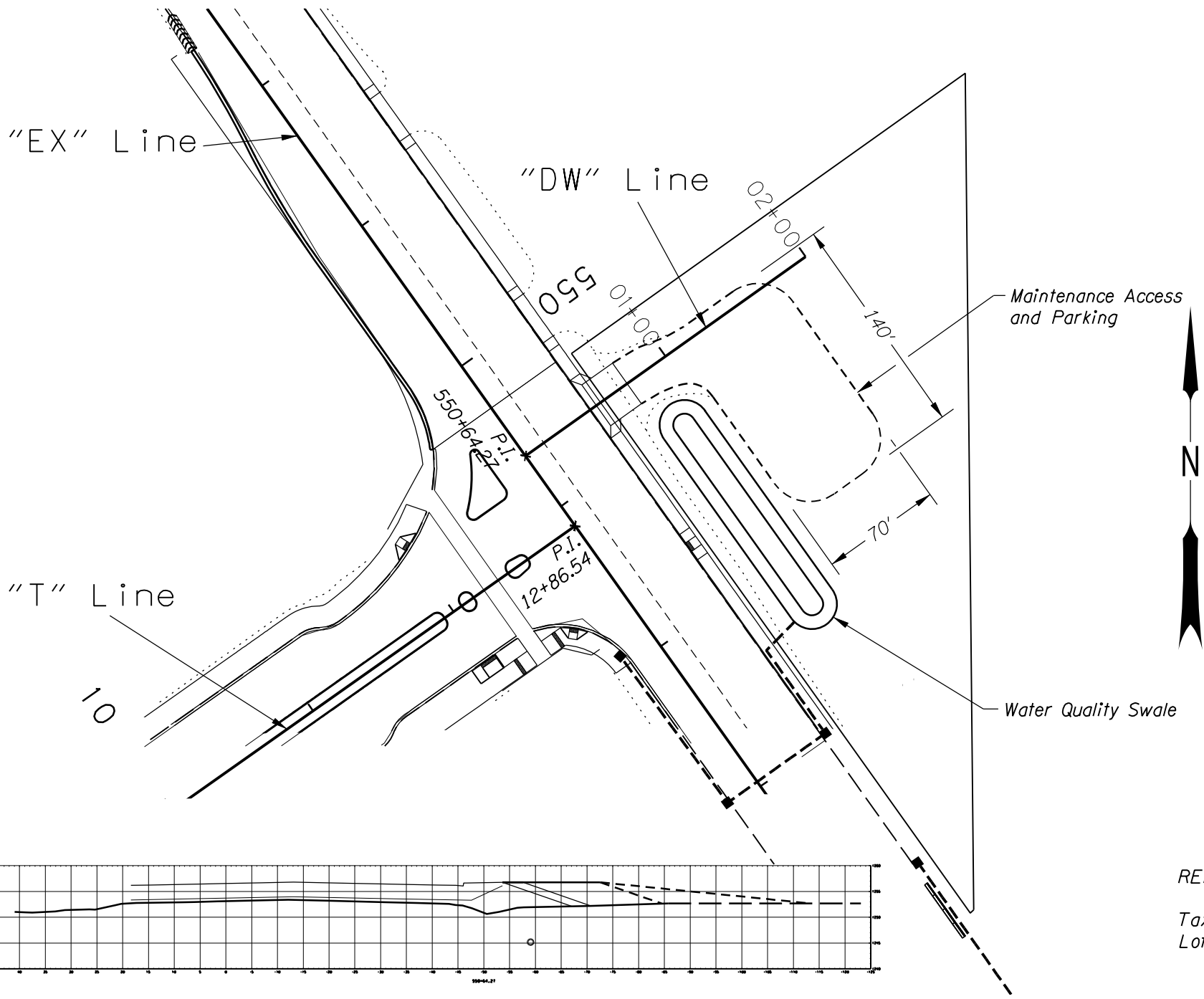
REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

OREGON  
 JULY 19, 1994  
 JOHN D. PUTNAM  
 2676

RENEWAL: 12-31-16

AUGUST 17, 2016

ORION GEOMATICS / TWIN CRK BNDY.DWG



REMAINDER EXHIBIT

Tax Map 372W03b  
Lot 1501 1.31 Acre

File No. 20975 7a

358456

**WARRANTY DEED**  
(Individual)

Vol. 389 Page 86

**Know All Men by These Presents,** That I, Minis Mayfield, a widower,

grantor, for the consideration of the sum of FOUR THOUSAND FIVE HUNDRED and no/100 (\$4,500.00) DOLLARS to me paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the West half (W $\frac{1}{2}$ ) of Section 3, Township 37 South, Range 2 West, W.M., Jackson County, Oregon, and being a portion of that property described in that deed to Minis Mayfield, recorded in Book 251, Page 6, of Jackson County Records of Deeds. The said parcel being that portion of said property included in a strip of land of variable width, lying on the Northeasterly side of the center line of the Pacific Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 540+00, said Station being 2,108.24 feet South and 355.20 feet West of the North quarter corner of said Section 3; thence South 35° 08' 20" East 1,600 feet to Engineer's center line Station 556+00. The Northeasterly line of said strip of land intersects the North and East lines of said property approximately opposite Station 542+72 and Station 554+31, respectively.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Northeasterly side of center line
540+00		553+00	55 feet
553+00		555+75	55 to 65 feet

The parcel of land to which this description applies contains 0.68 acre, outside of the existing right of way.

As a part of the consideration hereinabove stated, there also is bargained, sold, conveyed and relinquished to the Grantee all existing, future, or potential common law or statutory easements of access between the right of way of the public way identified as the relocated Pacific Highway and all of the Grantor's remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, any one or more of which parcels adjoins the real property covered by this instrument.

Reserving the right of access from said remaining property to said highway of a width of thirty (30) feet at each of the following places and for the following purposes only:

Hwy. Eng'r's Sta.	Side of Hwy.	Purpose
545+00	Easterly	Unrestricted
548+00	Easterly	Unrestricted
550+75	Easterly	Unrestricted
551+55	Easterly	Unrestricted

Grantee has the right, at its option, to build at any future time a frontage road or roads within the boundaries of any present or hereinafter acquired right of way; thereupon, all rights of access hereinabove reserved to and from the highway that are on or adjacent to any such frontage road or roads shall cease, but the Grantor, his heirs and assigns, shall have access to the frontage road or roads at such places as will afford reasonable and safe connections. Said frontage road or roads shall be connected to the main highway or to other public ways only at such places as the Grantee may select.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantor, his heirs and assigns.

358456

There is also hereby granted an easement for channel change purposes over and across the following described property to wit:

Vol. 389 Page 87

A parcel of land lying in the Southwest quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 3, Township 37 South, Range 2 West, W.M., Jackson County, Oregon, and being a portion of that tract of land described in that certain deed to Finis Mayfield, recorded in Book 251, Page 6 of Jackson County Records of Deeds; the said parcel being described as follows:

Beginning at a point which is the intersection of the N-S Center Line of said Section 3 with the Northeasterly line of the above described parcel, said point being approximately opposite Station 554+30; thence North along said N-S Center Line 87.18 feet; thence South 89° 00' West 65 feet, more or less, to said Northeasterly line of the above described parcel; thence Southeasterly along said Northeasterly line 109 feet, more or less, to the point of beginning, containing 0.07 acre.

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And I the said grantor do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that I am the owner in fee simple of said premises; that they are free from all incumbrances

and that I will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal

this 21st day of December, 1953

Done in presence of:

Ethel Mc Intyre } Finis Mayfield [SEAL]
[SEAL]

358456

Form 512-3M-10-53

Warranty Deed

(Individual)

FROM

TO

STATE OF OREGON
BY AND THROUGH ITS
STATE HIGHWAY COMMISSION

STATE OF OREGON
County of Jackson ss.

I certify that the within was received at
11:00 o'clock P.M. on the 30 day
of Dec., 1953 and duly recorded
by me in Jackson County Records,
Book of Deeds, Volume Page
Bessie T. Hopkins
County Clerk or Recorder
By Ethel Mc Intyre Notary Public Deputy

Return to
OREGON STATE HIGHWAY COMMISSION
Salem, Oregon

State Printing 7812

STATE OF OREGON

County of Jackson ss.

On this 21st day of December, 1953, personally came before me,
a Notary Public in and for said county and state, the within named

Finis Mayfield, a widower, and his wife,

to me personally known to be the identical person described in, and who executed, the within instrument,
and who each personally acknowledged to me that he executed the same freely and voluntarily for the uses
and purposes therein named.

Witness my hand and official seal the day and year last above written.



Ethel Mc Intyre
Notary Public for Oregon

My commission expires, 19

MY COMMISSION EXPIRES MARCH 3, 1959

70-07179

SEWER EASEMENT

The undersigned KERMIT R. BICKEL & MARGUERITE BICKEL, Grantors, hereby grant to the Bear Creek Valley Sanitary Authority, Jackson County, Oregon, its successors and assigns, Grantee, a permanent right-of-way and easement to construct, reconstruct, operate, repair and maintain sewer lines and all necessary related facilities over, across, and under the following described real property:

An easement as surveyed, being 30 feet in width over and across a portion of that tract of land described in document No. 69-01625 of the official records in Jackson County, Oregon. From the following described center line of said easement, 15 feet abutts each side.

Commencing at the North Quarter corner of Sec. 3, T37S, R2W, WM.; thence West 55.81 feet; thence South 1913.09 feet to the point of beginning being at Station "A" 45+57.18; thence South  $0^{\circ} 53' 20''$  East, 844.56 feet to Station "A" 54+01.74; thence South  $0^{\circ} 53' 20''$  East, 56.10 feet to Station "A" 54+57.84; thence South  $54^{\circ} 50' 30''$  West, 363.79 feet to Station "A" 58+21.63.

On center line of said easement enter said tract at approx. Station "A" 46+70 and leave at approx. Station "A" 56+62.

Also an easement 30 feet in width, the center line described as follows; Commencing at the point of beginning being at Station "A" 54+01.74 in the above described easement; thence North  $89^{\circ} 54' 50''$  East, 480 feet.

On center line leave said tract at approx. 56.4 feet from the point of beginning.

TO HAVE AND TO HOLD THE ABOVE EASEMENT unto said Grantee, its successors and assigns, forever.

IN ADDITION THERETO, the Grantors hereby give to the Grantee's a construction easement of 50 feet abutting the Westerly side and 20 feet abutting the Easterly side and for the full length of the first aforementioned and described permanent easement and a construction easement of 40 feet abutting each side for the full length of the second aforementioned and described permanent easement.

TO HAVE AND TO HOLD said construction easement unto the said Grantee, its successors and assigns, during construction of the sewer and its related facilities.

The Grantee shall fill all excavations as soon as practicable after opening; dispose of all brush and debris; and replace in like condition all improvements, trees, ornamental shrubs and crops, if practicable, and as soon as practicable after damage or destruction, but if not practicable then pay to Grantors, their heirs and assigns, the reasonable value thereof.

97-07977

Grantors reserve the right to use the surface of the land for walkways, driveways, planting, and related purposes; and all sewer facilities shall be at a depth consistent with these purposes. No building shall be placed upon the granted property; however, without the written permission of the Grantee.

Dated this 18 day of July 1970.

Kermit R. Bickel  
(Kermit R. Bickel)

Marquerite Bickel  
(Marquerite Bickel)

STATE OF OREGON )  
                          ) ss  
County of Jackson )

Personally appeared the above named Kermit R Bickel

Marquerite Bickel

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Burton K. Irvine  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

December 13 1971



Jackson County, Oregon  
Recorded  
OFFICIAL RECORDS  
11:43  
A.M. JUL 21 1970  
Harry Chipman  
CLERK and RECORDER  
Ruth G. Toling, Deputy



942

(21)

37 2W 3B 33190

76-02777

WARRANTY DEED

PACIFIC POWER & LIGHT COMPANY, a Maine corporation, conveys to SOUTHERN OREGON PRODUCTION CREDIT ASSOCIATION, all the following described real property situated in Jackson County, Oregon, to wit:

Commencing at the north quarter corner of Section 3, Township 37 South, Range 2 West, Willamette Meridian, Jackson County, Oregon; thence South 00° 16' 50" East, 2698.86 feet along the north and south centerline of said Section 3; thence continue South 00° 17' 30" East, 50.88 feet to the true point of beginning; thence continue along the said north and south centerline of said Section 3 South 00° 17' 30" East, 506.28 feet to intersect the northeasterly right of way line of Oregon State Highway 99; thence along said right of way line, North 37° 13' 27" West, 145.99 feet to Highway Engineers Station 553 + 00'; thence North 35° 08' 30" West, 269.58 feet to a 5/8" iron pin; thence leaving said right of way line, North 54° 51' 30" East, 294.61 feet to the true point of beginning.

EXCEPTING AND RESERVING unto grantor, its successors and assigns, an easement for a right of way over said premises fifty (50) feet in width for the existing transmission line, and the right of ingress and egress to grantor's facilities over said premises with the right to construct, reconstruct, operate, maintain, repair, and remove any of the transmission line facilities.

Grantor covenants that it is the owner of the above described property free of all encumbrances except encumbrance of record and current real property taxes, and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

Grantee covenants and agrees for itself, its successors and assigns, that all buildings and parking facilities of grantee, shall be located in relation to the easement reserved by grantor according to the plan attached hereto as Exhibit A and by this reference incorporated herein and that all future buildings shown on said attached plan will have a minimum horizontal set-back of not less than twelve (12) feet from a point directly under the nearest phase wire.

The true and actual consideration for this transfer is \$10,000.00.

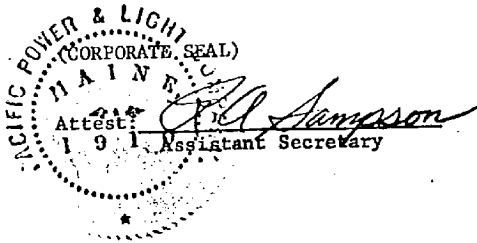
PD-11-CO-65

76-02777

Signed by authority of the Board of Directors with the seal of said corporation affixed this 27<sup>th</sup> day of January, 1976.

PACIFIC POWER & LIGHT COMPANY

By *E. B. Hedberg*  
Vice President



STATE OF OREGON            )  
                                  ) ss.  
County of Multnomah    )

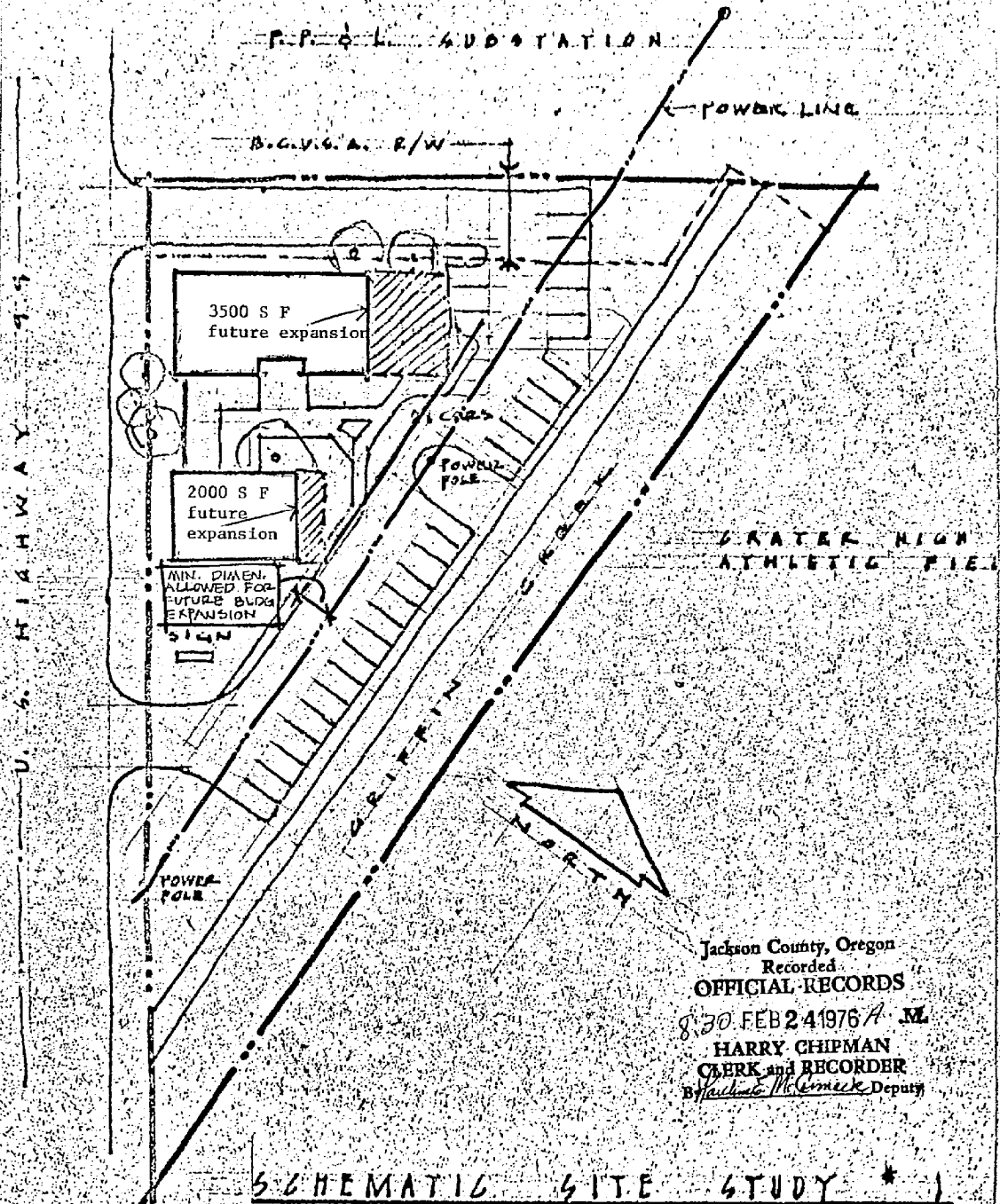
January 27, 1976.

Personally appeared E. B. HEDBERG, who, being sworn, stated that he is a Vice President of Pacific Power & Light Company and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed in behalf of said corporation by authority of its Board of Directors.

Before me:.



*John F. Larson*  
Notary Public for Oregon  
My commission expires: June 10, 1977



Jackson County, Oregon  
 Recorded  
**OFFICIAL RECORDS**  
 8:30 FEB 24 1976 A.M.  
**HARRY CHIPMAN**  
 CLERK and RECORDER  
*Pauline McNamee* Deputy

**SCHEMATIC SITE STUDY \* 1**

**EXHIBIT "A"**

A plan for location of buildings and parking facilities on property to be conveyed by Pacific Power & Light Company to Southern Oregon Production Credit Association. All buildings will be one story in height with a hipped, wood shingle roof. A reinforced concrete or metal barrier will be installed by said Association to protect the one transmission line pole located as indicated on this map. Future building expansion as shown above will have a minimum building set back of a horizontal distance of twelve (12) feet from a point directly under the nearest phase wire.

11.6.2 JMS

77-04982

CORRECTION WARRANTY DEED

PACIFIC POWER & LIGHT COMPANY, a Maine corporation, conveys to SOUTHERN OREGON PRODUCTION CREDIT ASSOCIATION, all that real property situated in Jackson County, Oregon, said real property being more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein and made a part hereof.

EXCEPTING AND RESERVING unto grantor, its successors and assigns, an easement for a right of way over said premises fifty (50) feet in width for the existing transmission line, and the right of ingress and egress to grantor's facilities over said premises with the right to construct, reconstruct, operate, maintain, repair, and remove any of the transmission line facilities.

Grantor covenants that it is the owner of the above described property free of all encumbrances except encumbrance of record and current real property taxes, and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

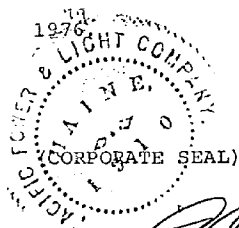
Grantee covenants and agrees for itself, its successors and assigns, that all buildings and parking facilities of grantee, shall be located in relation to the easement reserved by grantor according to the plan attached hereto as Exhibit "B" and by this reference incorporated herein and made a part hereof and that all future buildings shown on said attached plan will have a minimum horizontal set-back of not less than twelve (12) feet from a point directly under the nearest phase wire.

There is no cash consideration for this Deed, said Deed being given to correct the real property description contained in that certain Deed recorded as Instrument No. 76-02777

77-04982

of the Official Records of Jackson County, Oregon on February 2,  
1976.

Signed by authority of the Board of Directors with  
the seal of said corporation affixed this 10<sup>th</sup> day of March,



PACIFIC POWER & LIGHT COMPANY

by E. B. Hedberg  
Vice President

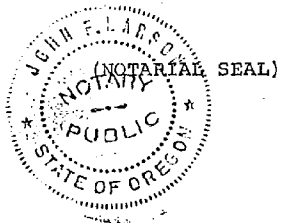
Attest: Bill Simpson  
Assistant Secretary

STATE OF OREGON )  
                          ) ss.  
County of Multnomah)

March 10, 1976.

Personally appeared E. B. HEDBERG, who, being  
sworn, stated that he is a Vice President of Pacific Power &  
Light Company and that the seal affixed hereto is its seal and  
that this instrument was voluntarily signed and sealed in behalf  
of said corporation by authority of its Board of Directors.

Before me:



John F. Larson  
Notary Public for Oregon  
My Commission Expires: June 10, 1977

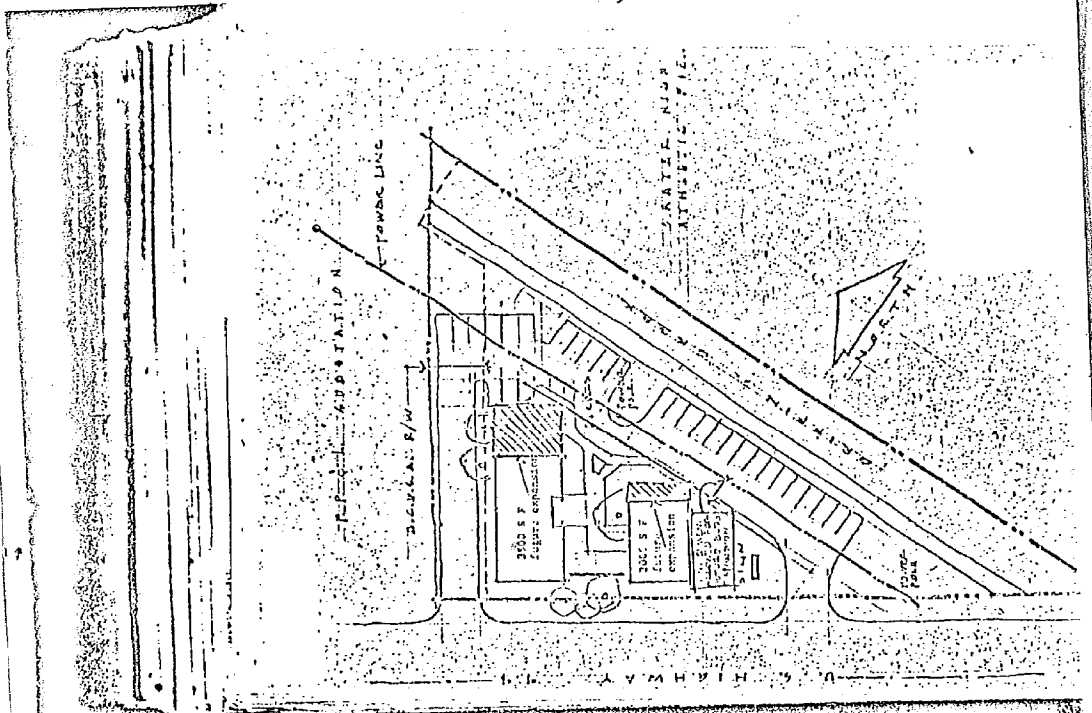
77-04982

EXHIBIT "A"

Commencing at the North one-quarter (1/4) corner of Section 3, Township 37 South, Range 2 West, Willamette Meridian, Jackson County, Oregon; thence South 00° 16' 50" East along the North-South centerline of said Section 3, 2698.86 feet to the record position of the center one-quarter (1/4) corner of said Section 3; thence continue along said centerline South 00° 17' 30" East 57.87 feet to the true point of beginning; thence continue along said centerline South 00° 17' 30" East 486.01 feet to intersect the Northeast-erly right of way line of Oregon State Highway No. 99; thence along said right of way line North 37° 13' 27" West 129.35 feet to High- way Engineers Station 553+00; thence continue along said right of way line North 35° 08' 30" West 269.58 feet to a 5/8 inch iron pin; thence leaving said right of way line North 54° 51' 30" East 226.55 feet to a 5/8 inch iron pin witness corner; thence continue North 54° 51' 30" East 55.87 feet to the true point of beginning. Con- taining 1,307 acres, more or less.

State of Oregon, County of Jackson--SS.  
 The within instrument received and filed at 11:02 o'clock  
 A. m. the 15 day of March 19 77  
 Recorded in Official Records for Jackson County  
 Oregon. *Thomas R. Jewett* County Clerk.  
 By *Thomas R. Jewett* Deputy

EXHIBIT "B"



(3)

RETURN RECORDED DOCUMENT TO:  
DEPARTMENT OF PUBLIC WORKS  
CITY OF CENTRAL POINT  
140 South Third Street  
Central Point, OR 97502

781490-TD

19

Jackson County Official Records 2009-016828

R-E Cnt=1 Stn=4 SHAWBJ 05/12/2009 08:03:00 AM

\$20.00 \$10.00 \$5.00 \$11.00 Total:\$46.00



I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Christine Walker - County Clerk

**EASEMENT  
PERMANENT SLOPE**

Space above reserved for Jackson County recording information

KNOWN ALL PEOPLE BY THESE PRESENT, that Ray Davidson, also known as Raymond K. Davidson, hereinafter referred to as Grantor, in consideration of the sum of \$ 3,000.00 paid by the City of Central Point, a municipal corporation and political subdivision of the State of Oregon hereinafter referred to as Grantee, its successors and assigns, convey a perpetual easement and right-of-way over the following described land, for the purpose of constructing, reconstructing, maintaining, repairing, and using the same for a slope to support or help to support the street or sidewalk construction on the adjacent real property located in the County of Jackson, State of Oregon. Said land is more particularly described as follows:

See Exhibits "A" and "B" attached and made part of this document by reference

The Grantee and its assigns or its agents shall have the right at any time hereafter to enter upon the above-described real property for the purpose, hereinabove mentioned. In connection therewith Grantee may remove any trees, shrubs, brush, paving or other materials which it finds necessary or convenient to accomplish said purpose.

The Grantor, their heirs, successors, assigns or representative shall not construct or maintain any building or other structure upon the above described real property prior to receiving written approval by the City Engineer or his/her designee. The Grantor, their heirs, successors, assigns or representatives shall not in any way alter the configuration of the material forming the slope, including alteration by addition or removal of material, without prior written approval by the City Engineer or his/her designee.

The instrument does not grant or convey to the Grantee any right of title to the surface of the soil except for the purpose of constructing, inspecting, maintaining, and replacing the slope as above stated.

IN WITNESS WHEREOF, we hereunto set our hands on this 19<sup>th</sup> day of May, 2008.

Raymond K. Davidson  
Raymond K. Davidson

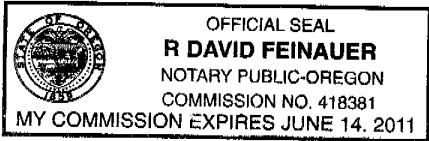
2798 Eric Avenue, Central Point, OR 97502  
Tax Statement Mailing Address

STATE OF OREGON     )  
  ) ss.  
County of Jackson     )

This instrument was acknowledged before me on November 19, 2008 by  
Raymond K. Davidson.

R David Feinauer  
Notary's Signature

My Commission Expires: 6/14/2011



Accepted on behalf of the City of Central Point this 1 day of December 2008.

By: Christy A. Clifton  
Name/Title: Deputy Public Works Director



**EXHIBIT "A"**

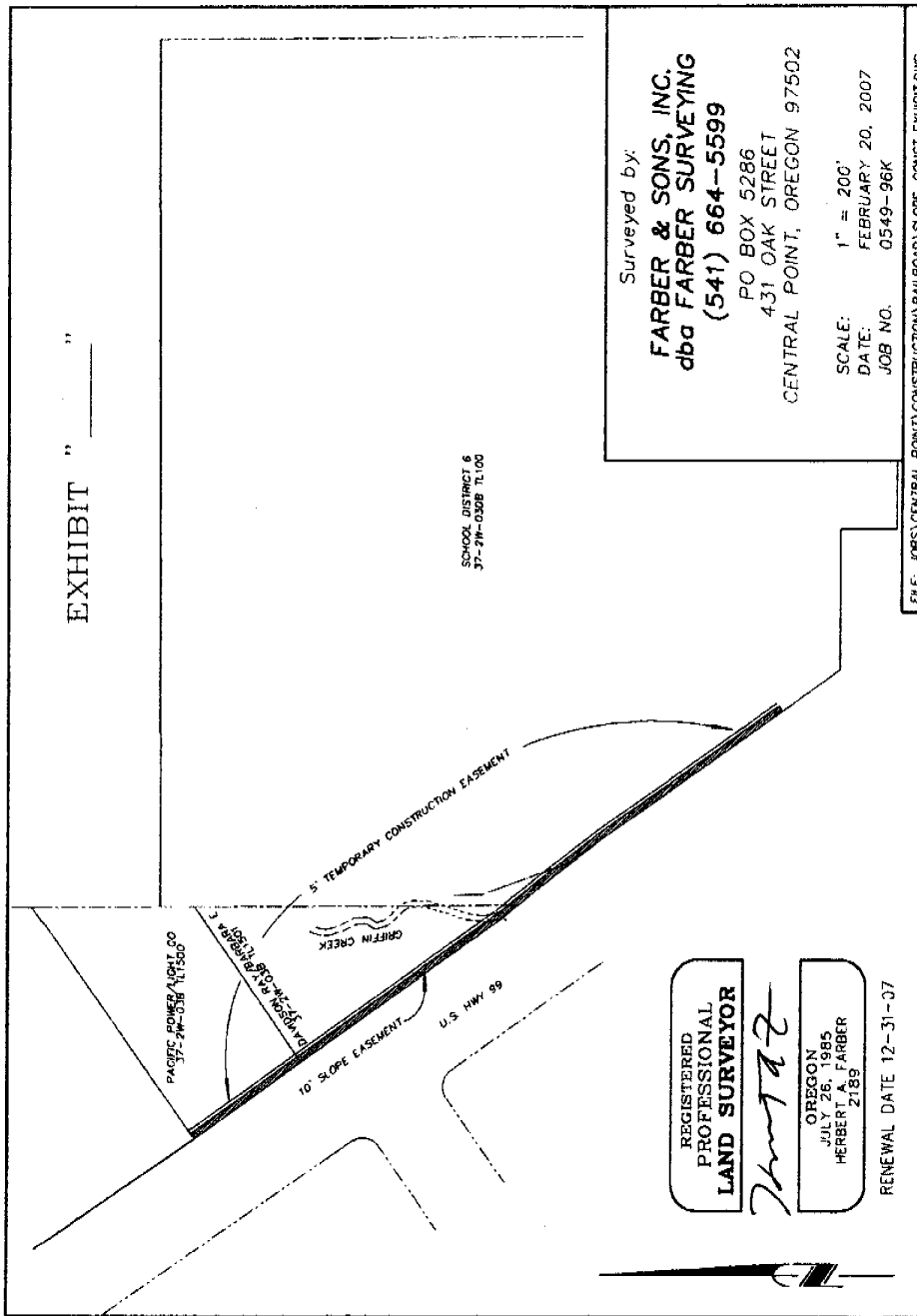
Boundary Description  
Slope Easement  
RAY & BARBARA E. DAVIDSON  
37-2W-03B TL 1501

Commencing at the northeast corner of the northwest quarter of Section 3, Township 37 South, Range 2 West of the Willamette Meridian, City of Central Point, Jackson County Oregon, thence South 00°18'24" East, along the east boundary of said quarter section, 2506.00 feet to the northeast corner of the tract of land described in Instrument Number 76-06114 of the Official Records of Jackson County Oregon; thence South 54°49'56" West, along the northwest boundary of said tract, 425.63 to the northeasterly right of way of U.S. Highway 99; thence South 35°09'55" East, along said right-of-way line, 200.01 feet to the southeast boundary of said tract and the westerly corner of the tract described in Instrument Number 82-20446 of said Official Records and the POINT OF BEGINNING; thence South 35°09'55" East, along said right-of-way, 374.12 feet; thence continuing along said right-of-way South, 38°01'40" East, 34.50 feet to the east boundary of the Southwest Quarter of said Section 3; thence North 00°18'24" West, along said east boundary, 16.34 feet; thence North 38°01'40" West, 21.32 feet; thence North 35°09'55" West, 373.87 feet to the southeast boundary of said tract described in Instrument Number 76-06114; thence South 54°49'56" West, 10.00 feet to the POINT OF BEGINNING.

Prepared by: Farber and Son's Inc  
Farber Surveying  
431 Oak Street  
Central Point, OR 97502  
(541) 664-5599

Date: December 18, 2006

EXHIBIT "B"



Permanent Slope Easement / Davidson

4 of 4

4

# **Business**

## **2015/16 Year End Financial Report**



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Staff Report

Finance Department  
Steve Weber, Finance Director

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**To:** Mayor & Council  
**From:** Steve Weber, Finance Director  
**Date:** September 8, 2016  
**Subject:** June 30, 2016 Financial Statement Presentation

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**Background:**

Attached are the final 2015/16 fiscal year (unaudited) financial statements for your review.

Now that the expense and revenue accruals are complete, the year-end financial picture is fairly established with little or no significant change between these statements and the audited statements is expected.

In considering all funds, we are ending the year in a strong position. Revenues have come in as expected and expenses across all funds are well within budgeted appropriations.

The City auditors, Isler CPA, completed their onsite audit review work last week. If all goes according to schedule we will present the completed audit at the November 10<sup>th</sup> City Council meeting.

**Recommended Action:**

That the Mayor and Council accept the unaudited 2015/16 fiscal year financial statements as presented.

**City of Central Point**  
**Council Financial Statements**  
**For period ending June 30, 2016**

% of biennial budget 50.00%

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b>General Fund</b>				
<b>Revenues</b>				
Taxes	\$13,163,000	\$6,472,281	\$6,690,719	49.17%
Licenses & Fees	120,550	65,863	54,688	54.64%
Intergovernmental	1,185,990	467,066	718,924	39.38%
Charges for Service	2,320,700	1,202,808	1,117,892	51.83%
Fines and Forfeitures	180,000	84,679	95,321	47.04%
Interest Income	35,000	37,742	-2,742	107.83%
Miscellaneous	589,395	141,856	447,539	24.07%
Transfers In	20,000	20,000	0	100.00%
<b>Total Revenues</b>	<b>17,614,635</b>	<b>8,492,294</b>	<b>9,122,341</b>	<b>48.21%</b>
<b>Expenditures by Department</b>				
Administration	1,518,200	709,798	808,402	46.75%
City Enhancement	408,000	149,134	258,866	36.55%
Technical Services	1,134,050	574,088	559,962	50.62%
Mayor & Council	123,100	45,473	77,627	36.94%
Finance	1,617,300	770,925	846,375	47.67%
Parks	2,037,065	821,068	1,215,997	40.31%
Recreation	1,109,350	411,271	698,079	37.07%
Planning	1,126,150	456,097	670,053	40.50%
Police	8,786,750	4,005,654	4,781,096	45.59%
Interdepartmental	265,000	124,421	140,579	46.95%
Transfers Out	212,850	106,250	106,600	49.92%
Contingency	180,000	0	180,000	0.00%
<b>Total Expenditures by Department</b>	<b>18,517,815</b>	<b>8,174,179</b>	<b>10,343,636</b>	<b>44.14%</b>
Net Change in Fund Balance		318,115		
Beginning Fund Balance	2,526,250	<b>2,841,749</b>	315,499	
Ending Fund Balance	<u>1,623,070</u>	<u>3,159,864</u>	<u>1,536,794</u>	

**City of Central Point**  
**Council Financial Statements**  
**For period ending June 30, 2016**

% of biennial budget 50.00%

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b>High Tech Crime Unit Fund</b>				
<b>Revenues</b>				
Intergovernmental Revenue	\$0	\$0	\$0	0.00%
Charges for Services	0	0	0	0.00%
Miscellaneous	0	0	0	0.00%
Interfund Transfers	0	0	0	0.00%
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>Expenditures</b>				
Operations	108,525	0	0	0.00%
Transfers	20,000	20,000	0	100.00%
Contingency	0	0	0	0.00%
<b>Total Expenditures</b>	<b>128,525</b>	<b>20,000</b>	<b>0</b>	<b>15.56%</b>
Net Change in Fund Balance		(20,000)		
Beginning Fund Balance	128,525	<b>126,600</b>	(1,925)	
Ending Fund Balance	0	106,600	106,600	

**City of Central Point**  
**Council Financial Statements**  
**For period ending June 30, 2016**

% of biennial budget 50.00%

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b>Street Fund</b>				
<b>Revenues</b>				
Franchise Tax	\$485,000	\$240,000	\$245,000	49.48%
Charges for Services	2,304,000	657,624	1,646,376	28.54%
Intergovernmental Revenue	1,996,800	1,031,631	965,169	51.66%
Interest Income	16,000	9,712	6,288	60.70%
Miscellaneous	385,000	34,737	350,263	9.02%
Transfers In	0	0	0	0.00%
<b>Total Revenues</b>	<b>5,186,800</b>	<b>1,973,704</b>	<b>3,213,096</b>	<b>38.05%</b>
<b>Expenditures</b>				
Operations	4,284,009	1,843,409	2,440,600	43.03%
SDC	1,224,800	138,052	1,086,748	11.27%
Transfers	45,800	23,000	22,800	50.22%
Contingency	157,000	0	157,000	0.00%
<b>Total Expenditures</b>	<b>5,711,609</b>	<b>2,004,461</b>	<b>3,707,148</b>	<b>35.09%</b>
Net Change in Fund Balance		(30,756)		
Beginning Fund Balance	1,983,860	<b>1,949,927</b>	-33,933	
Ending Fund Balance	<u>1,459,051</u>	<u>1,919,171</u>	<u>460,120</u>	
<b>Capital Improvement Fund</b>				
<b>Revenues</b>				
Intergovernmental	\$60,000	\$0	\$60,000	0.00%
Charges for Services	258,400	143,578	114,822	55.56%
Interest Income	1,400	1,468	-68	104.88%
<b>Total Revenues</b>	<b>319,800</b>	<b>145,046</b>	<b>174,754</b>	<b>45.36%</b>
<b>Expenditures</b>				
Parks Projects	80,000	0	80,000	0.00%
Parks Projects - SDC	55,000	0	55,000	0.00%
Transfers Out	143,900	71,950	71,950	50.00%
<b>Total Expenditures</b>	<b>278,900</b>	<b>71,950</b>	<b>135,000</b>	<b>25.80%</b>
Net Change in Fund Balance		73,096		
Beginning Fund Balance	157,955	<b>217,144</b>	59,189	
Ending Fund Balance	<u>198,855</u>	<u>290,240</u>	<u>91,385</u>	

**City of Central Point**  
**Council Financial Statements**  
**For period ending June 30, 2016**

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	% of biennial budget <u>50.00%</u> Percentage Received/Used
<b>Reserve Fund</b>				
<b>Revenues</b>				
Interest	\$6,000	\$3,462	\$2,538	57.70%
Transfers In	50,000	25,000	25,000	50.00%
<b>Total Revenues</b>	<b>56,000</b>	<b>28,462</b>	<b>25,000</b>	<b>50.83%</b>
<b>Expenditures</b>				
Facility Improvements	0	0	0	0.00%
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
Net Change in Fund Balance		28,462		
Beginning Fund Balance	572,850	<b>572,816</b>	(34)	
Ending Fund Balance	628,850	601,278	(27,572)	
<b>Debt Service Fund</b>				
<b>Revenues</b>				
Charges for Service	\$469,400	\$234,200	\$235,200	49.89%
Interest Income	500	509	(9)	101.72%
Intergovernmental	325,728	162,864	162,864	50.00%
Special Assessments	44,000	5,180	38,820	11.77%
Miscellaneous Revenue	0	0	0	0.00%
Transfers In	467,250	233,200	234,050	49.91%
<b>Total Revenues</b>	<b>1,306,878</b>	<b>635,952</b>	<b>670,926</b>	<b>48.66%</b>
<b>Expenditures</b>				
Debt Service	1,283,880	621,052	662,828	48.37%
<b>Total Expenditures</b>	<b>1,283,880</b>	<b>621,052</b>	<b>662,828</b>	<b>48.37%</b>
Net Change in Fund Balance		14,901		
Beginning Fund Balance	14,769	<b>18,490</b>	3,721	
Ending Fund Balance	37,767	33,391	(4,376)	
<b>Building Fund</b>				
<b>Revenues</b>				
Charges for Service	\$371,200	\$243,666	\$127,534	65.64%
Interest Income	2,400	2,355	45	98.12%
Miscellaneous	0	1,673	(1,673)	0.00%
<b>Total Revenues</b>	<b>373,600</b>	<b>247,693</b>	<b>125,907</b>	<b>66.30%</b>
<b>Expenditures</b>				
Personal Services	353,020	152,988	200,032	43.34%
Materials and Services	53,900	27,709	26,191	51.41%
Contingency	4,500	0	4,500	0.00%
<b>Total Expenditures</b>	<b>411,420</b>	<b>180,697</b>	<b>230,723</b>	<b>43.92%</b>
Net Change in Fund Balance		66,997		
Beginning Fund Balance	214,625	<b>277,214</b>	62,589	
Ending Fund Balance	176,805	344,211	167,406	



**City of Central Point**  
**Council Financial Statements**  
**For period ending June 30, 2016**

% of biennial budget 50.00%

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b>Water Fund</b>				
<b>Revenues</b>				
Charges for Services	\$6,134,200	\$3,282,851	\$2,851,349	53.52%
Interest Income	12,000	10,682	1,318	89.02%
Miscellaneous	16,000	48,379	-32,379	302.37%
<b>Total Revenues</b>	<b>6,162,200</b>	<b>3,341,912</b>	<b>2,820,288</b>	<b>54.23%</b>
<b>Expenditures</b>				
Operations	6,681,650	3,118,502	3,563,148	46.67%
SDC Improvements	150,000	1,276	148,724	0.85%
Contingency	151,100	0	151,100	0.00%
<b>Total Expenditures</b>	<b>6,982,750</b>	<b>3,119,778</b>	<b>3,862,972</b>	<b>44.68%</b>
Net Change in Fund Balance		222,134		
Beginning Fund Balance	1,860,995	<b>1,918,453</b>	57,458	
Ending Fund Balance	<u>1,040,445</u>	<u>2,140,587</u>	<u>1,100,142</u>	
<b>Stormwater Fund</b>				
<b>Revenues</b>				
Charges for Services	\$1,787,700	\$873,542	\$914,158	48.86%
Interest Income	7,000	5,556	1,444	79.37%
Miscellaneous	2,000	1,688	312	84.39%
<b>Total Revenues</b>	<b>1,796,700</b>	<b>880,786</b>	<b>915,914</b>	<b>49.02%</b>
<b>Expenditures</b>				
Operations	1,863,740	847,119	1,016,621	45.45%
SDC	113,460	51,045	62,415	44.99%
Contingency	46,500	0	46,500	0.00%
<b>Total Expenditures</b>	<b>2,023,700</b>	<b>898,165</b>	<b>1,125,535</b>	<b>44.38%</b>
Net Change in Fund Balance		(17,379)		
Beginning Fund Balance	934,860	<b>989,361</b>	54,501	
Ending Fund Balance	<u>707,860</u>	<u>971,982</u>	<u>264,122</u>	

**City of Central Point**  
**Council Financial Statements**  
**For period ending June 30, 2016**

% of biennial budget 50.00%

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b>Internal Services Fund</b>				
<b>Revenues</b>				
Charges for Services	\$2,474,000	\$1,218,822	\$1,255,178	49.27%
Interest Income	1,000	1,744	(744)	174.37%
Miscellaneous	2,000	11,935	(9,935)	596.75%
<b>Total Revenues</b>	<b>2,477,000</b>	<b>1,232,501</b>	<b>1,244,499</b>	<b>49.76%</b>
<b>Expenditures</b>				
Facilities Maintenance	559,500	232,200	327,300	41.50%
PW Administration	1,192,600	557,385	635,215	46.74%
PW Fleet Maintenance	762,600	315,395	447,205	41.36%
Interfund Transfers	50,000	25,000	25,000	50.00%
<b>Total Expenditures</b>	<b>2,564,700</b>	<b>1,129,980</b>	<b>1,434,720</b>	<b>44.06%</b>
Net Change in Fund Balance		102,521		
Beginning Fund Balance	153,380	<b>199,587</b>	46,207	
Ending Fund Balance	<u>65,680</u>	<u>302,108</u>	<u>236,428</u>	

# **Business**

## **IGA for Table Rock Road Improvements**



DATE: August 29, 2016  
TO: Honorable Mayor and City Council  
FROM: Matt Samitore, Parks & Public Works Director  
SUBJECT: Intergovernmental Agreement for Table Rock Road Improvements

---

**PURPOSE:**

Approval of an Intergovernmental Agreement (IGA) between Jackson County and the Cities of Central Point and Medford for the Table Rock Road Improvements.

**SUMMARY:**

In 2013, Jackson County received funding from the State of Oregon “Enhance It” Program (STIP) to widen Table Rock Road from two lanes to five lanes from Biddle Road to Airport Avenue and three lanes from Airport to the I-5 overpass. Additionally, a new signal will be installed at the intersection of Airport and Table Rock Roads. The project will create a center turn lane, sidewalks and bike lanes, although, no on-street parking will be allowed within the project limits.

Both the Cities of Medford and Central Point have agreed to pay their pro-rata share of the minimum match needed for the project. The matching funds would be divided equally between all three entities (Jackson County, City of Medford, City of Central Point). Central Point’s required match is \$269,879.84. Additionally, as already previously discussed and approved, the City is responsible for acquiring the necessary right of way for what will eventually be the 4<sup>th</sup> leg of the Airport/Table Rock Intersection/Signal. The ROW acquisition is currently in process.

The City Match will be billed in July of 2017 and will be budgeted during the 2017-2019 FY Budget. The appropriated funds will originate from our System Development Charge Street Improvement Fund carryover balance.

**Attachments:**

IGA for Table Rock Road

**RECOMMENDATION:** Approve authorization for the City Manager to sign the Intergovernmental Agreement for Table Rock Road.

**INTERGOVERNMENTAL AGREEMENT  
for  
TABLE ROCK ROAD IMPROVEMENTS (I-5 TO BIDDLE)**

PARTIES

This agreement, hereinafter referred to as “Agreement”, is made and entered into by and between the County of Jackson, Board of Commissioners, herein after referred to as “County” and the Cities of Central Point and Medford, herein after referred to as “Central Point” and “Medford”. County, Central Point and Medford are hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”.

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of ORS Chapter 190, the County is authorized to jointly provide for the performance of a function or activity in cooperation with a “unit of local government” that includes cities or other governmental authority in Oregon. By acceptance of this Agreement, Central Point and Medford certify that they meet the above criteria for eligibility for such cooperation with the County.
2. As a result of this Agreement and pursuant to ORS 190.030, any unit of local government, consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

RECITALS

1. The County provides road improvement projects on roads throughout the County from time to time finds it cost effective and advantageous to accomplish work through a County contract when mutually agreed.
2. The County plans road improvements to Table Rock Road from I-5 to Biddle, hereafter “Table Rock Road Project”. The project is further described in Project Agreement No. 30442 between Jackson County and the State of Oregon through its Department of Transportation, hereafter ODOT, hereafter “Agreement No. 30442”. The parties acknowledge Agreement No. 30442.
3. Table Rock Road north of the Interstate 5 overcrossing is County jurisdiction. Within the limits of the Table Rock Road Project, the western side of Table Rock Road is wholly within the Central Point Urban Grown Boundary and partially within the Central Point City Limits. Within the limits of the Table Rock Road

Project, the eastern side of Table Rock Road is wholly within the Medford Urban Grown Boundary and partially within the Medford City Limits.

4. County will continue jurisdiction, operation and maintenance of Table Rock Road within the project limits following completion of the Table Rock Road Project.
5. The parties agree to each pay one-third of the total Table Rock Road Project match requirement.
6. Central Point plans to install a fourth (west) leg of the Table Rock Road/Airport Road intersection following completion of the Table Rock Road Project. As element of the Table Rock Road Project, Central Point requests the County assist in acquiring needed right-of-way for this future project from parcel 37 2W 12B tax lot 901. This acquisition process shall conform to the requirements of Agreement No. 30442.
7. Medford plans to install a future storm drain facility along Airport Road, across Table Rock Road and continuing to Bear Creek. As element of the Table Rock Road Project, Medford requests the County install a storm drain pipe across Table Rock Road to facilitate this future project. This installation shall conform to the requirements of Agreement No. 30442.

## **AGREEMENT**

### INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are incorporated herein by this reference.

### COOPERATION AND SERVICES TO BE SHARED

1. County Responsibilities:
  - a. The County, with assistance of ODOT, shall deliver the Table Rock Road Project in accordance with Agreement No. 30442.
  - b. County shall pay the match requirement and any project overruns in accordance with Agreement No. 30442. County shall pay match for each phase of the project when invoiced by ODOT.
  - c. The County will bill Central Point and Medford for one-third of the total match requirement in Agreement No. 30442 upon receipt of the Construction Phase match invoice from ODOT. The maximum total project match per Agreement No. 30442 is \$809,639.51. The maximum invoice amount to Central Point and Medford is \$269,879.84 each. The current Table Rock Road Project schedule is for this payment to be due to ODOT in February 2017. County will not send these invoices until after July 1, 2017.

- d. The County shall have designed and installed for Medford a storm drain pipe across Table Rock Road near Airport Road. The design and location of this pipe shall be approved by Medford prior to installation. If ODOT determines this storm drain pipe is non-participating, County will bill Medford for non-participating costs.
  - e. The County shall manage and pay all administrative costs associated with the acquisition of right-of-way from parcel 37 2W 12B tax lot 901 for purpose of constructing the fourth leg of the Table Rock Road/Airport Road intersection. These administrative costs shall include, but are not limited to, engineering design, description, appraisal, review appraisal, consultant and ODOT time and demolition costs. Central Point will pay the actual cost to the property owner for acquisition of the right-of-way.
2. Central Point Responsibilities:
- a. Central Point shall cooperate with the County in the project development for the Table Rock Road Project.
  - b. Central Point shall pay for one-third of the match for the Table Rock Road project, not to exceed \$269,879.84, within 30 days of receipt of invoice.
  - c. Central Point shall cooperate and review the right-of-way acquisition offer for the fourth leg of the Table Rock Road/Airport Road intersection as described in County Responsibility 1.e. Upon completion of this right-of-way acquisition, Central Point shall pay directly to the property owner all acquisition and relocation costs due to the property owner. In the event this acquisition requires condemnation, Central Point shall be the lead agency for the condemnation and shall be responsible for all filings, legal costs and judgments.
3. Medford Responsibilities:
- a. Medford shall cooperate with the County in the project development for the Table Rock Road Project.
  - b. Medford shall pay for one-third of the match for the Table Rock Road project, not to exceed \$269,879.84, within 30 days of receipt of invoice.
  - c. Medford shall provide necessary design and engineering information related to the design of the storm drain pipe near Airport Road as described in County Responsibility 1.d. and shall provide timely review of the storm drain facility design. In the event the storm drain pipe near Airport Road is deemed non-participating by ODOT, Medford shall reimburse County for all non-participating costs within 30 days of receipt of invoice for non-participating costs.

## GENERAL TERMS

1. Duration:
  - a. This Agreement shall be effective when signed by all parties and shall continue until the project is closed out by ODOT or pursuant to the termination section below.
2. Termination:
  - a. Without Cause: This Agreement may be terminated by mutual consent of the parties or by any party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
  - b. For Cause: Any party may terminate this Agreement, in whole or in part, effective upon delivery of written notice to all other parties or at such later date as may be established by the terminating party, under any of the following conditions:
    - i. If the party's funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the performance of the Agreement;
    - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the party's performance is no longer lawful.
  - c. For Default or Breach
    - i. Any party may terminate this Agreement in the event of a breach of the Agreement by another party. Prior to such termination, the party seeking termination shall give to the other parties written notice of the breach and intent to terminate, delivered by certified mail or in person. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice, delivered by certified mail or in person.
    - ii. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
  - d. Obligation/Liability of Parties:



- i. Termination or modification of this Agreement pursuant to subsections a. b. or c. above shall be without prejudice to any obligations or liabilities of a party already accrued prior to such termination or modification.

3. Modification, No Assignment, Construction; Effective Date; Third Party Beneficiaries; Waiver; Partial Invalidity; Execution

- a. This Agreement may be amended only by a written amendment signed by all parties.
- b. No party may assign or otherwise transfer, in whole or in part, any or all of its obligations or rights hereunder without the prior written consent of the other parties.
- c. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
- d. This Agreement shall not become effective until all parties have executed this Agreement.
- e. Jackson County, the City of Medford, and the City of Central Point are the only parties to this Agreement and the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- f. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.
- g. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

h. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

4. Indemnification:

a. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, each party to this Agreement shall be solely responsible for its own actions and/or omissions, and shall indemnify and hold the other parties harmless from any liability, cost or damage arising from its acts or omissions in the performance of this Agreement. Provided, however, that no party shall be required to indemnify any other party for any claim, loss or liability arising solely out of the wrongful act of the other party's elected officials, officers, employees, volunteers or agents. The provisions of this paragraph shall survive the expiration or termination of this agreement.

DELEGATION:

By signing below, the parties agree that the following individuals shall be the contact point for written notices, and shall have authority to execute this agreement, including any decision to terminate or amend with the understanding that any dollar amount of an additional work or change order will be limited by expense authority under the respective entity's contracting and purchasing regulations.

City of Central Point  
Name, Title  
Address  
City State Zip  
Phone

Jackson County  
Danny Jordan, County Administrator  
10 So. Oakdale  
Medford, OR 97501  
541-774-6001

City of Medford  
Alex Georgevitch, Deputy Public Works Director  
411 W. 8<sup>th</sup> Street  
Medford, OR 97501  
541-774-2100

THIS AGREEMENT AND ATTACHED EXHIBITS, IF ANY, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND ALL NECESSARY APPROVALS HAVE BEEN OBTAINED. SUCH WAIVER, CONSENT,

MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

IN WITNESS WHEREOF, the Parties hereby enter into this Agreement effective on the last date signed below. Each Party, by signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have authority to execute this Agreement.

JACKSON COUNTY:

CITY OF CENTRAL POINT:

\_\_\_\_\_  
Danny Jordan (Date)  
County Administrator  
10 So. Oakdale  
Medford, OR 97501

\_\_\_\_\_  
Name (Date)  
\_\_\_\_\_  
Title

APPROVED AS TO LEGAL SUFFICIENCY:

CITY OF MEDFORD:

\_\_\_\_\_  
Sr. Asst. County Counsel  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Date)  
\_\_\_\_\_  
Title