



# CITY OF CENTRAL POINT

Oregon

## City Council Meeting Agenda Thursday, April 14, 2022

Next Res(1701) Ord (2086)

- I. REGULAR MEETING CALLED TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. SPECIAL PRESENTATIONS

- 1. Employee Award Presentation

- V. PUBLIC COMMENTS

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

- VI. CONSENT AGENDA

- A. Approval of March 10, 2022 City Council Minutes

- VII. ITEMS REMOVED FROM CONSENT AGENDA

- VIII. PUBLIC HEARING

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

- IX. ORDINANCES, AND RESOLUTIONS

- A. Resolution No. \_\_\_\_\_, Accepting the Lowest Responsible Bid from Knife River Inc. for the Dennis Richardson and War Memorial Project and Authorizing the City Manager to Execute a Contract (Samitore)
- B. Resolution No. \_\_\_\_\_, Declaring Certain Real Property Located at 123 N. 2nd Street, Central Point Surplus and Authorizing the Sale of Such Property to Rogue Valley Council of Governments (Clayton)
- C. Resolution No. \_\_\_\_\_, Approving an Agreement between the City of Central Point and the Central Point Chamber/Visitor Information Center for Community Outreach and Engagement Services (Clayton)

- X. BUSINESS

**Mayor**  
Hank Williams

**Ward I**  
Neil Olsen

**Ward II**  
Kelley Johnson

**Ward III**  
Melody Thueson

**Ward IV**  
Tanea Browning

**At Large**  
Rob Hernandez

**At Large**  
Michael Parsons

- A. Planning Commission Report (Holtey)
- B. Discussion - Jackson County Road Transfer (Samitore)

**XI. MAYOR'S REPORT**

**XII. CITY MANAGER'S REPORT**

**XIII. COUNCIL REPORTS**

**XIV. DEPARTMENT REPORTS**

**XV. EXECUTIVE SESSION**

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

**XVI. ADJOURNMENT**

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

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

# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Minutes Thursday, March 10, 2022

### I. REGULAR MEETING CALLED TO ORDER

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

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

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

Staff members present: City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Police Lt Brian Day; Parks and Public Works Director Matt Samitore; Planning Director Stephanie Holtey; and City Recorder Deanna Casey.

### IV. PUBLIC COMMENTS - None

### V. CONSENT AGENDA

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

A. Approval of February 17, 2022 City Council Minutes

B. Planning Commission Member Appointment

### VI. ITEMS REMOVED FROM CONSENT AGENDA

### VII. PUBLIC HEARING

A. **First Reading and Public Hearing - An Ordinance Adding Central Point Municipal Code Chapter 5.44 Mobile Food Businesses And Amending Various Sections In Title 17 To Be Consistent With The Mobile Food Business Location And Application Requirements**

Planning Director Stephanie Holtey explained that after legal review it was decided to make some changes to the Mobile Food Business Ordinance and

return to the Planning Commission for further discussion. This item will return to City Council at a later date.

**RESULT: WITHDRAWN**

**VIII. ORDINANCES, AND RESOLUTIONS**

**A. Resolution No. \_\_\_\_\_, Accepting the lowest responsible bid from Knife River Materials Inc. for \$456,789 for the 2022 Roadway Repairs Projects and authorizing the City Manager to execute a contract.**

Parks and Public Works Director Matt Samitore explained the City conducted a bid letting procedure for the 2022 Roadway Repairs project. The City received two bids for the project, with the low bid being from Knife River Materials for \$456,789.00.

This project consists of removing existing handicap ramps that do not meet current ADA requirements, failing curbs and gutters, and failing asphalt. Repair methods employed will be grinding and inlaying of asphalt, installation of new ADA compliant ramps, paving, and minor adjustments of structures and obstructions. Work will be performed at the following locations:

- North 2nd and 3rd Streets from Pine Street to Hazel Street
- Scenic Avenue from Highway 99 to Dobrot Way
- Scenic Avenue in front of the new FD#3 facility
- North Haskell Street from Taylor Road to Pine Street. This work will be done after school is out for the summer.

**Rob Hernandez moved to approve Resolution No. 1700, accepting the lowest responsible bid from Knife River Materials Inc. for \$456,789 for the 2022 Roadway Repairs Projects and authorizing the City Manager to execute a contract.**

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

**IX. BUSINESS**

**A. Horn Creek Culvert Discussion**

Parks and Public Works Director Matt Samitore explained that the City has been working on a solution to resolve a private culvert installed in the 1980s at 211 Donna Way. The Council has been to several meetings to discussion the issue with the private culvert. The discussion focused on finding the most price-effective way of dealing with the issue. Since our last meeting, we have worked with Northwest Hydraulic Consultants to analyze the city’s bypass channel effectiveness for the main creek. We also had them explore if the surrounding properties would see flooding if the culvert failed.

The hydraulic analysis does indicate some urbanized flooding would occur upstream

Minutes Acceptance: Minutes of Mar 10, 2022 7:00 PM (CONSENT AGENDA)



of the existing culvert if it fails. However, if it fails, the biggest issue is the volume of water in the stream affecting the neighbors to the north and the loss of land because no bank protection would be in place.

Staff has given direction to get the necessary environmental permits for the project and be ready for construction this summer. However, before any money is spent on construction, another meeting with the City Council will be necessary. Currently all the surrounding land owners have signed off on the permit except the owners of 211 Donna Way.

When staff returns for final approval the City Council will need to decide who will ultimately be responsible for the cost of the repair. The owners of 211 Donna Way installed the culvert without permit from any jurisdiction.

**RESULT: FOR DISCUSSION ONLY**

#### B. Elk Creek Culvert Replacement Update

Mr. Samitore stated that following the September 2020 wildfire, the culvert at Elk Creek near its juncture with Bear damaged. The damage caused the creek to partially flow under the culvert limiting fish passage and weakening the structural integrity of the entire structure. The City hired RH2 engineering to prepare a plan to submit to FEMA for wildfire replacement funds. FEMA approved the initial plan costing around \$180,000. After a review by FEMA Region 10, it was determined additional hydraulic analysis was needed. RH2 hired Joe Howard of Cascade Creek Solutions to prepare the analysis, with the following changes.

- Realignment of Elk Creek: Mr. Howard recommends the realignment to eliminate the 90-degree bend immediately upstream of the existing culverts, which is necessary to prevent scour and possible undercutting/erosion and siltation issues in and around that area. The realignment is planned to include installing gravel streambed material (likely procured from onsite) and installing root wads to improve aquatic habitat and prevent erosion along the banks.
- Lowering of the Existing Berm: At some unknown time in the past, the berm between Elk Creek and Bear Creek was constructed of local river run material. This berm constricts the Bear Creek floodway, and its removal would lower and re-open the floodway to more natural conditions and restore this section of the roadway/walking path that was burned.
- Bear Creek Dam Remnants Removal and Boulder Installation: Removal of the concrete dam remnants will eliminate human-placed objects within Bear Creek. Bank stabilization and fish habitat will be improved by installing root wads on the banks and boulders within the stream. As previously mentioned, ODFW will require boulders to be placed in-stream if this scenario is implemented. The estimated construction cost item was broken out for this item as the City and the design team have acknowledged that there is no direct and strong nexus between Alameda Fire damage and these improvements other than stabilizing banks that were previously stabilized by vegetation, which was incinerated.

Storm drain fund will pay for it if FEMA doesn't come through for some reason. Their only concern is to make sure the fish who winter in that area of the creek do not get washed out with the new design.

**RESULT: FOR DISCUSSION ONLY**

**C. Regional Water Rights IGA**

City Manager Chris Clayton explained that early in 2020, Medford Water Commission and the Cities of Talent, Ashland, Phoenix, Eagle Point, Central Point and Jacksonville (Partner Cities) completed a joint water rights strategy plan related to the water rights between the Partner Cities. The water rights strategy included a proposed approach to ensure orderly certification of the water rights at the Duff WTP; it also included a proposed plan for sharing water supply to meet combined short-term (Phase 1) and long-term (Phase 2) water supply needs.

Over the past 2 years, Medford Water has met monthly with representatives of the Partner Cities to develop an IGA to implement Phase 1 of a water sharing agreement. The Partners have developed a draft IGA that provides for orderly certification of the water rights at the Duff WTP, and a mechanism by which the Partner Cities would share water supply under their water rights and Medford Water would function as the Managing Agency. The IGA provides that the Partner City water sharing agreement would begin October 1, 2022, but a “dry run” is planned for May through September 2022. The IGA would renew every 5 years, consistent with the term of existing water supply agreements.

The Water commission has reviewed and given thumbs up to this agreement, next it will be reviewed by all the jurisdictions and again by the water commission before final approval.

**RESULT: FOR DISCUSSION ONLY**

**D. Draft Chamber Agreement Discussion**

The agreement between the City and Central Point Chamber of Commerce to operate the City’s Visitors Information Center (VIC) has expired. In developing a draft agreement for renewal, the issue of relocating the Visitors Information Center/Chamber of Commerce office to a city-owned facility was discussed. Ultimately, the Chamber Board decided they would prefer to stay at their existing Pine Street location until a space inside the future community center becomes available.

Currently, the City is responsible for the lease payment for the commercial office space located at 650 Pine Street (\$1,388) and monthly payments for VIC operations (\$1,866.67). However, before continuing with those financial assumptions in a draft renewal agreement, the Council needs to provide feedback and direction.

There was discussion regarding the City provide funds to the chamber for the VIC operations and a portion of the space rental depending the square footage that is used for the VIC. The Chamber Board should be responsible for negotiating the lease for the current location. The Chamber Board has stated that they would like to keep the Chamber and City as separate entities and not move the office to City Hall.

Minutes Acceptance: Minutes of Mar 10, 2022 7:00 PM (CONSENT AGENDA)

**RESULT: FOR DISCUSSION ONLY**

**E. March Planning Commission Report**

Planning Manager Stephanie Holtey presented the March 1, 2022 Planning Commission Report:

- The Commission heard public testimony regarding amendments to the CPMC to include regulations for mobile food trucks. Commissioners suggested minor edits to clarify language. The commission unanimously recommended the City Council approve the proposed amendments.
- Staff reported that progress on the rewrite 2022 project has slowed in light of the need to understand and begin addressing the transportation planning rule changes adopted by the Governors Executive Order.
- Commissioners discussed the Executive order and generally expressed that we need to do something to address issues affecting climate change and that the city is already well positioned to do that under the current rule. The proposed changes include an aggressive timeline and too much ambiguity and no funding designated to implement the changes.

**RESULT: FOR DISCUSSION ONLY**

**X. MAYOR'S REPORT**

Mayor Williams had nothing new to report.

**XI. CITY MANAGER'S REPORT**

City Manager Chris Clayton reported that:

- He attended the LOC Cities Roundtable meeting today.
- He will not be attending the Denim and Diamonds event.
- He will be taking a vacation day tomorrow so no weekly update.
- He wanted to thank those who attended or helped with Captain Crofts Retirement Party.
- He attended the Firestone ribbon cutting today.

**XII. COUNCIL REPORTS**

Council Member Kelley Johnson reported that she:

- She attended the study session last week.
- Wanted to thank City Recorder Deanna Casey for publishing the link and notice in the newsletter for the free COVID tests, one of her neighbors was afraid to click any of the links she has seen.
- City Manager Chris Clayton did a great job on the article regarding Bruce Dingler.

Council Member Neil Olsen stated that he attended the Planning Commission meeting.

Council Member Tanea Browning reported that:

- There was a great turn out today for the LOC Round Table meeting. She thanked all who were able to attend. Councilor Parsons represented Central Point spectacularly.
- She attended Captain Dave Croft's Retirement lunch.
- She attended the Water Commission meeting last week.
- She attended the School District theater production of Newsies last weekend. They did a fantastic job and it is great to have the community out and about together again.
- Direct Involvement Recreation Teaching free outdoor afterschool program will begin at Scenic Middle School at the Skyman Arboretum this spring.
- She is pleased and excited with the participation seen through the state and the willingness to come together on issues. We are a lot closer on a lot of the issues then people realize. It may be shocking that the state is more united than divided. We all face similar challenges to different magnitudes, exploring different approaches, but we all have citizens suffering from policies made outside of our control. We are united in our resolution to find better solutions that work for all of Oregon cities.

Council Member Rob Hernandez reported that:

- He attended the Study Session last week.
- He attended a great SOREDI meeting where they talked about the growth at the airport.

Council Member Michael Parsons reported that:

- He attended Jackson County Local Public Policy Coordinating Council meeting.
- He attended Captain Croft's retirement celebration.
- He attended the LOC roundtable meeting today hosted by Council Member Browning.
- He attended the Firestone Ribbon Cutting.

Council Member Melody Thueson reported that she enjoyed the IT Security training videos.

### **XIII. DEPARTMENT REPORTS**

Parks and Public Works Director Matt Samitore reported that a property renter on Table Rock Road outside of the City limits, has been using city property illegally as an easement and may have broken the RRID pipe. She claims she has an easement agreement but cannot produce the document and the city does not have record of an easement at this location. .

Police Chief Kris Allison reported that:

- Captain Dave Crofts retirement celebration had a great turnout.
- Tomorrow she and our community works advocate will be getting the new Therapy Dog Luna.
- There will be a lot of movement in the Department with staffing changes and positions.

City Attorney Sydnee Dryer reported that she attended the LOC roundtable lunch yesterday.

County Commissioner Dave Dotterere reported that he is feeling good about the legislature working on the water issues for irrigation. Jackson County has put a moratorium on new hemp permits.

**XIV. EXECUTIVE SESSION - None**

**XV. ADJOURNMENT**

Neil Olson moved to adjourn at 8:30 p.m.

The foregoing minutes of the March 10, 2022, Council meeting were approved by the City Council at its meeting of \_\_\_\_\_, 2022.

Dated:

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

ATTEST:

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

Minutes Acceptance: Minutes of Mar 10, 2022 7:00 PM (CONSENT AGENDA)



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

**TO:** City Council **DEPARTMENT:** Public Works

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

**MEETING DATE:** April 14, 2022

**SUBJECT:** Resolution No. \_\_\_\_\_, Accepting the Lowest Responsible Bid from Knife River Inc. for the Dennis Richardson and War Memorial Project and Authorizing the City Manager to Execute a Contract

**ACTION REQUIRED:** Resolution **RECOMMENDATION:** Approval

#### **BACKGROUND INFORMATION:**

The City conducted a bid letting procedure for the Dennis Richardson and War Memorial project. This joint project includes the construction of the Dennis Richardson Memorial and the renovation of the Oregon War Memorial. The Oregon War Memorial renovation is needed to redo the lighting at each service area, redo the lawn areas and add extra seating areas for events.

The Dennis Richardson Memorial will be located adjacent to the Oregon War Memorial and feature a fountain and sitting area. Mr. Richardson was the primary catalyst for the War Memorial and served Central Point well for many years as a representative and ultimately the Secretary of State.

The engineer's estimate for the project was \$521,000. The City received one qualified bid for the project. After a month of negotiating with Knife River, we were able to remove and change some items in the bid to reduce the cost from \$660,000 to \$552,000. Additional cost savings are still being discussed. The lowest responsible bidder for the project is Knife River for \$552,374.00. The project will be paid for from the Street Fund and the American Recovery Act funds.

#### **FINANCIAL ANALYSIS:**

The project war memorial projects were budgeted in the 2021/23 Park Fund for \$150,000. The

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additional monies will be funded by the American Recovery Act Fund for the Dennis Richardson Memorial portion of the project.

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**LEGAL ANALYSIS:**

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

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

Community Investment; Goal 5 – Plan, design, and construct modern and efficient infrastructure in all areas and systems. Strategies 3 and 4.

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**STAFF RECOMMENDATION:**

Approve a resolution awarding the Dennis Richardson and War Memorial project to Knife River, Inc.

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**RECOMMENDED MOTION:**

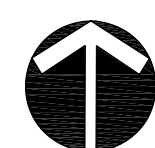
I move to approve Resolution No. \_\_\_\_ accepting the lowest responsible bid from Knife River, Inc. for \$552,374 for the Dennis Richardson and War Memorial project and authorizing the City Manager to execute a contract.

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**ATTACHMENTS:**

1. DJ Memorials Landscape\_Addendum\_02.25.22
2. KRM Revised Bid Proposal (002)
3. 20220406142002
4. resol\_2022 paving projects





**1 SITE LOCATION**  
Scale: (NTS)

**PROJECT INFORMATION**

CLIENT: CITY OF CENTRAL POINT  
140 S. 3rd Street  
Central Point, Oregon 97502  
Contact: Dave Jacob (541) 664-3321

LANDSCAPE ARCHITECT: Terrain Landscape Architecture  
33 North Central Avenue, Suite #406  
Medford, Oregon 97501  
541.500.4776

**LANDSCAPE SHEET INDEX**

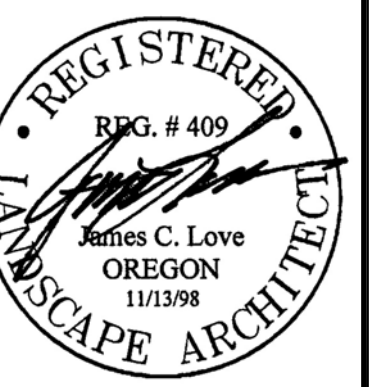
SHEET #	SHEET TITLE
L 0.0	LANDSCAPE COVER SHEET
L 1.0	WAR MEMORIAL CONSTRUCTION PLAN
L 1.1	RICHARDSON MEMORIAL CONSTRUCTION PLAN
L 1.2	RICHARDSON MEM. LAYOUT PLAN
L 1.3	RICHARDSON MEM. GRADING PLAN
L 1.4	LANDSCAPE SITE DETAILS
L 2.0	WAR MEMORIAL IRRIGATION PLAN
L 2.1	RICHARDSON MEMORIAL IRRIGATION PLAN
L 2.2	LANDSCAPE IRRIGATION DETAILS
L 3.0	WAR MEMORIAL PLANTING PLAN
L 3.1	RICHARDSON MEMORIAL PLANTING PLAN
L 3.2	LANDSCAPE PLANTING DETAILS
L 4.0	LANDSCAPE LIGHTING PLAN (SCHEMATIC)
W 1.0	WATER FEATURE COVER SHEET
W 1.1	SITE PLAN DETAILS AND ELEVATION NOTES AND UTILITY PLANS

**ABBREVIATIONS**

ADJ	ADJACENT	MFR	MANUFACTURER
AL	ALIGN	MIN	MINIMUM
ALT	ALTERNATE	MISC	MISCELLANEOUS
BLDG	BUILDING	MTL	METAL
BO	BOTTOM OF	NIC	NOT IN CONTRACT
BOS	BOTTOM OF STRUCTURE	O/	OVER
BOW	BOTTOM OF WALL	OC	ON CENTER
BS	BOTTOM STEP	OD	OUTSIDE DIAMETER
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
CIVIL	CIVIL ENGINEER	OFOI	OWNER FURNISHED, OWNER INSTALLED
CJ	CONTROL JOINT	OPNG	OPENING
CL	CENTERLINE	OVHG	OVERHANG
CLR	CLEAR	PT	PAINT(ED)
CMU	CONCRETE MASONRY UNIT	PTW	PRESSURE TREATED WOOD
COL	COLUMN	PWD	PLYWOOD
CONC	CONCRETE	RECT	RECTANGULAR
CONT	CONTINUOUS	REINF	REINFORCED
DBL	DOUBLE	RO	ROUGH OPENING
DIA	DIAMETER	SD	STORM DRAIN
DIM	DIMENSIONS	SF	SQUARE FEET
DWG	DRAWING	SIM	SIMILAR
EJ	EXPANSION JOINT	SPECS	SPECIFICATIONS
EA	EACH	SQ	SQUARE
EQ	EQUAL(LY)	SS	SANITARY SEWER
EXG	EXISTING	SSTL	STAINLESS STEEL
EXT	EXTERIOR	STL	STEEL
FF	FINISH FLOOR / FINISH FACE	STRUCT	STRUCTURAL/STRUCTURE
FG	FINISH GRADE	SW	STORMWATER
FIN	FINISH(ED)	TO	TOP OF
FOW	FACE OF WALL	TOW	TOP OF WALL
GS	GALVANIZED STEEL	TS	TOP STEP
GA	GAUGE	TYP	TYPICAL
GALV	GALVANIZED	UNO	UNLESS NOTED OTHERWISE
HDR	HEADER	UTIL	UTILITY
HGT	HEIGHT	VERT	VERTICAL
HORIZ	HORIZONTAL	W/	WITH
INT	INTERIOR	WD	WOOD
IR	INSIDE RADIUS	WP	WATERPROOF
JTS	JOINTS	WWM	WELDED WIRE MESH
MAX	MAXIMUM		



**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
 DON JONES PARK  
 CENTRAL POINT, OREGON 97502



REVISIONS	
#	DATE DESCRIPTION
2	02.25.22 Addendum

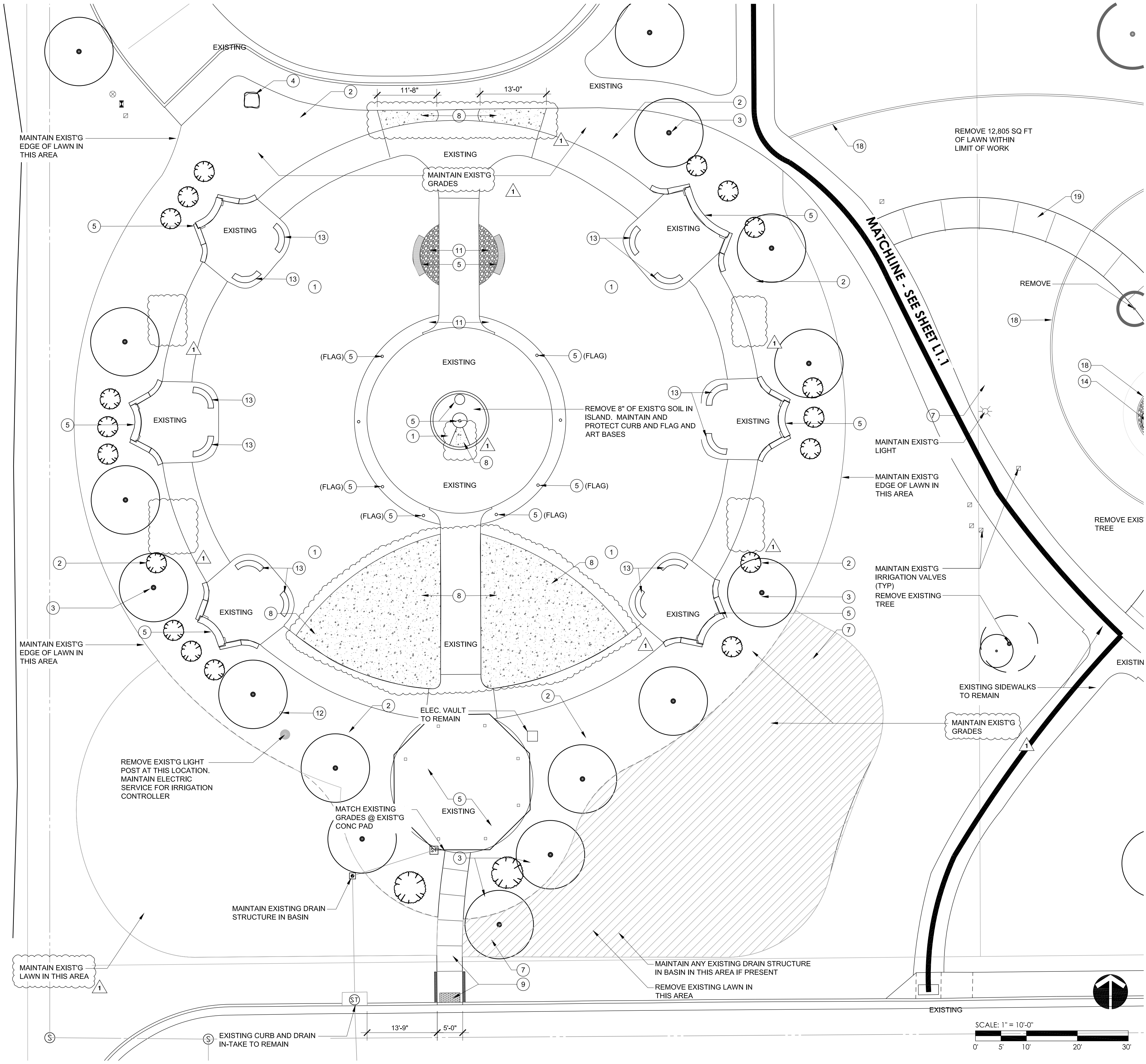
BID SET

LANDSCAPE COVER SHEET

L0.0

PROJECT NO. 2034  
12.17.2021  
TEAM: JCL, CG

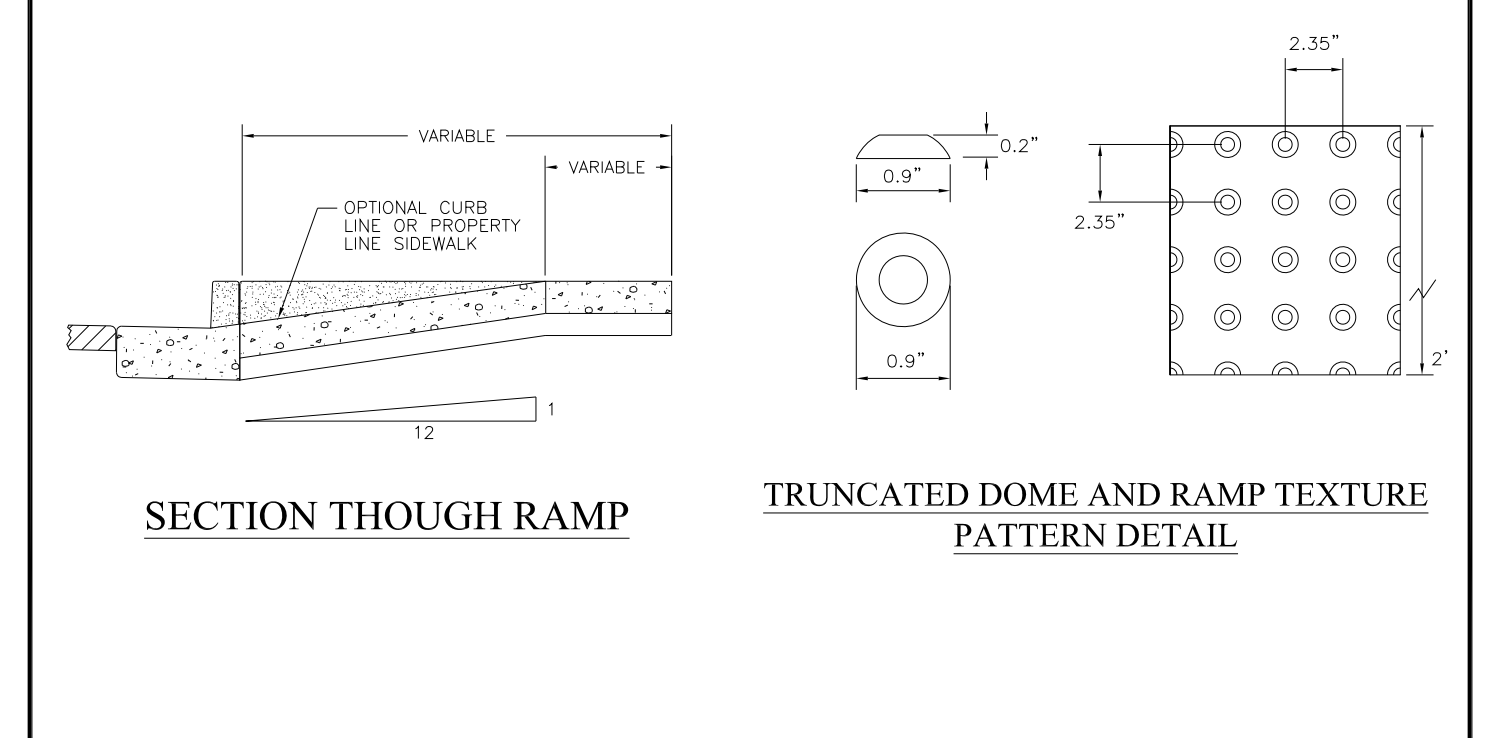
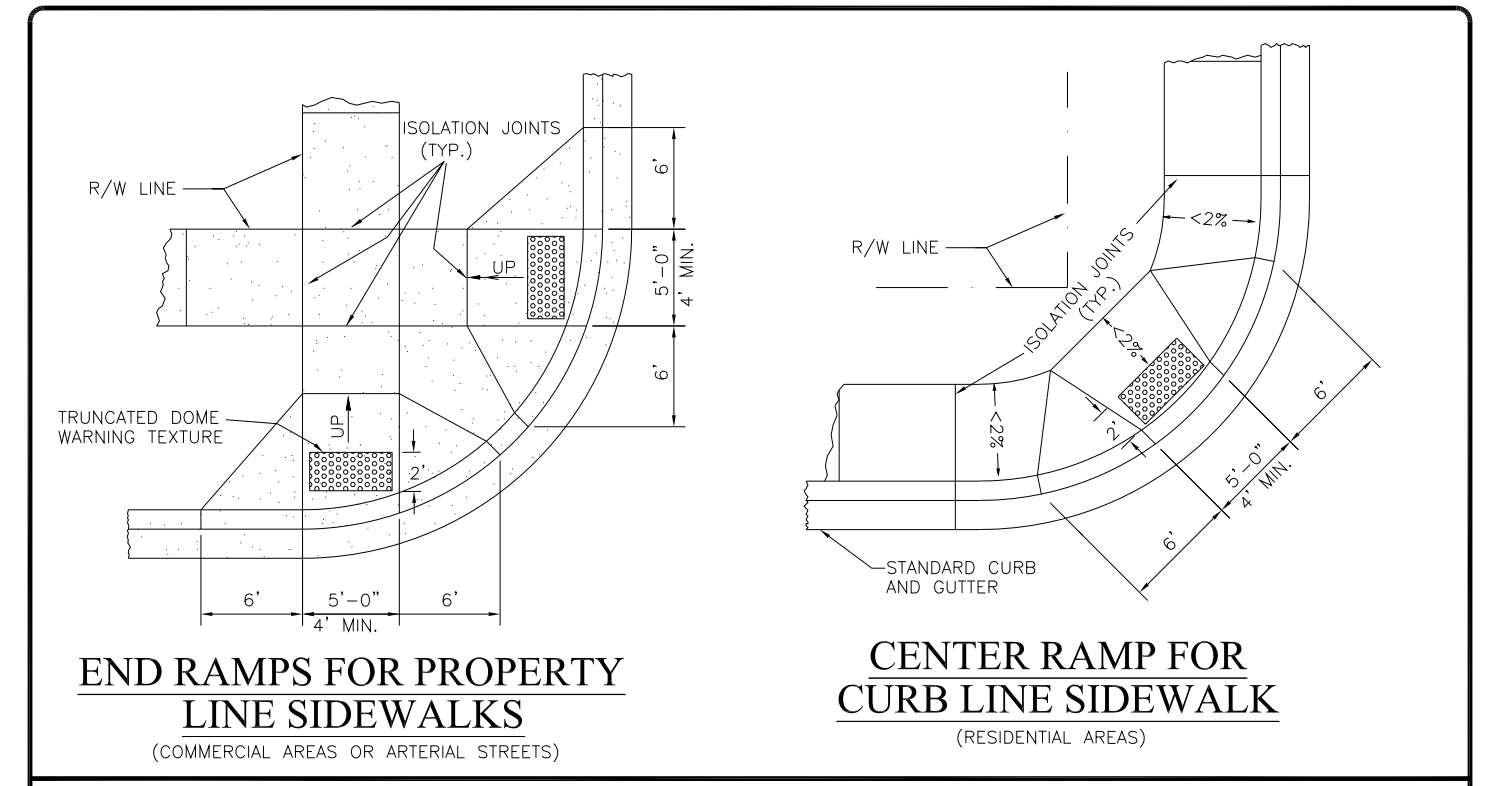




#	DESCRIPTION	NOTES
1	REMOVE EXISTING PLANTINGS AND TOP 8" OF SOIL (PLACE 9" OF COMPACTED TOPSOIL)	SEE SPEC #32 91 13
2	REMOVE EXISTING SHRUBS/GROUNDCOVER	MAINTAIN EXISTING TREES AND GRADES
3	EXISTING TREE - PROTECT IN PLACE	HAND TRENCH ONLY IN DRIPLINE
4	EXISTING BOULDER - PROTECT IN PLACE	
5	EXISTING MEMORIAL STRUCTURE TO REMAIN - PROTECT	
6	EXISTING PAVING/SIDEWALK - PROTECT	
7	EXISTING TURF TO BE REMOVED - STRIP TO CLEAR SOIL	
8	EXPOSED AGG. CONCRETE TO MATCH EXISTING	
9	PROPOSED RAMP AND SIDEWALK	SEE DTL. A-9/L1.0
10	NOT USED	
11	CRUSHED ROCK BORDER	SEE DTL. 5/L1.4
12	EXISTING POLE - REMOVE	
13	EXISTING BENCH TO REMAIN	
14	PROPOSED WATER FEATURE	SEE SHEET W1.0
15	PROPOSED SEATWALL	SEE DTL 2/L1.4
16	PROPOSED RETAINING WALL	SEE DTL 3/L1.4
17	NOT USED	
18	CONCRETE MOW-STRIP	SEE DTL 6/L3.2
19	CONCRETE PAVING	SEE DTL 1/L1.4
20	NOT USED	
21	WALL TERMINUS @ BOULDER	SEE DTL 4/L1.4

**LANDSCAPE CONSTRUCTION NOTES**

- WHERE NOTED, REMOVE EXISTING SOD, SHRUBS AND TOPSOIL.
- ALL PLANTINGS NOTED FOR REMOVAL SHALL BE COMPLETELY REMOVED FROM THE SITE (INCLUDING STUMPS AND ROOT WADS) AND DISPOSED OF AT AN APPROPRIATE DISPOSAL SITE.
- EXISTING STRUCTURES (WALLS, BOULDERS, BENCHES, DRAINAGE STRUCTURES, SIDEWALKS, AND GAZEBO) ARE TO BE PROTECTED DURING NEW INSTALLATIONS.



**NOTES:**

- THE "AMERICANS WITH DISABILITIES ACT" REQUIRES THAT ACCESS RAMPS TO SIDEWALKS HAVE NO SLOPES GREATER THAN 12% HORIZONTAL TO VERTICAL.
- BASE ROCK MATERIAL SHALL BE 4" THICK CONFORMING TO SECTION 910.10.02 BASE AGGREGATE.
- ALL CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 920.00.00 - PORTLAND CEMENT CONCRETE (PCC).
- PLACE TRUNCATED DOME WARNING TEXTURE IN THE LOWER 2" OF THROAT OF RAMP ONLY - ARRANGE DOMES USING IN-LINE PATTERN ONLY AS SHOWN IN DETAIL. COLOR OF TEXTURE TO BE SAFETY RED.

SCALE: 1" = 10'-0"

CITY OF CENTRAL POINT PUBLIC WORKS DEPARTMENT

UNIFORM STANDARDS FOR PUBLIC WORKS CONSTRUCTION

WHEELCHAIR & BICYCLE RAMPS

FILE: CP-A-8.DWG

REVISION DATE: 2/5/2016

A-8

**TERRAIN**  
LANDSCAPE ARCHITECTURE  
174 Hidden Lane - Ashland, OR 97132  
541.530.4776  
TERRAINARCH.COM

**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
DON JONES PARK  
CENTRAL POINT, OREGON 97502

REG. # 409  
James C. Love  
OREGON 11/13/98  
LANDSCAPE ARCHITECT

REVISIONS  
# DATE DESCRIPTION  
1 02.25.22 V. Engineering

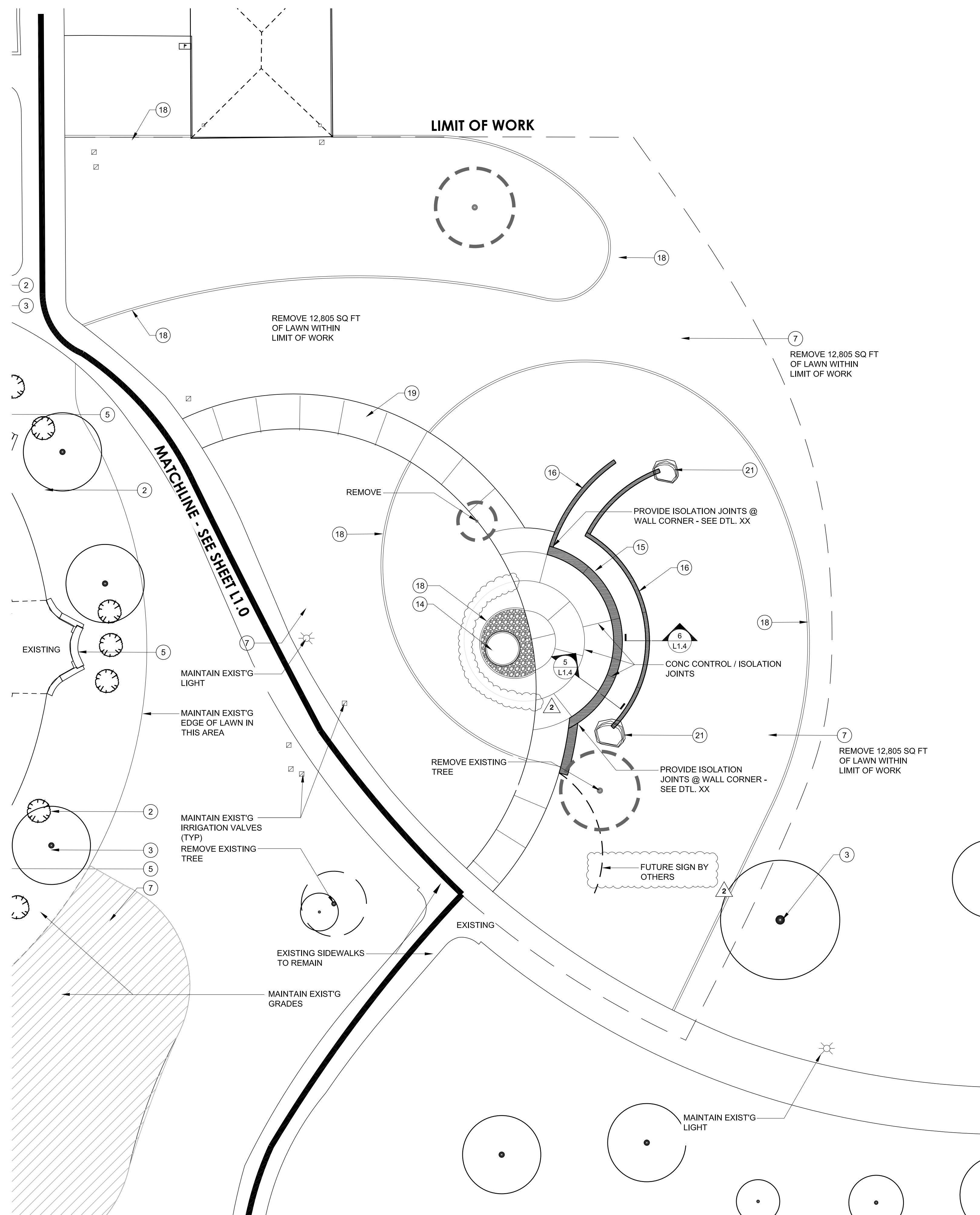
BID SET  
WAR MEMORIAL CONSTRUCTION PLAN  
L1.0

PROJECT NO. 2034  
12.17.2021  
TEAM: JCL, CG

Attachment: DJ Memorials Landscape - Addendum - 02.25.22 (1524 - Dennis Richardson/War Memorial - Bid Opening)

Packet Pg. 13





LANDSCAPE KEYED NOTES		
#	DESCRIPTION	NOTES
1	REMOVE EXISTING PLANTINGS AND TOP 8" OF SOIL (PLACE 9" OF COMPACTED TOPSOIL)	SEE SPEC #32 91 13
2	REMOVE EXISTING SHRUBS/GROUNDCOVER	MAINTAIN EXISTING TREES AND GRADES
3	EXISTING TREE - PROTECT IN PLACE	HAND TRENCH ONLY IN DRIPLINE
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9	PROPOSED RAMP AND SIDEWALK	SEE DTL. A-9/L1.0
10	NOT USED	
11	CRUSHED ROCK BORDER	SEE DTL. 5/L1.4
12	EXISTING POLE - REMOVE	
13	EXISTING BENCH TO REMAIN	
14	PROPOSED WATER FEATURE	SEE SHEET W1.0
15	PROPOSED SEATWALL	SEE DTL 2/L1.4
16	PROPOSED RETAINING WALL	SEE DTL 3/L1.4
17	NOT USED	
18	CONCRETE MOW-STRIP	SEE DTL 6/L3.2
19	CONCRETE PAVING	SEE DTL 1/L1.4
20	NOT USED	
21	WALL TERMINUS @ BOULDER	SEE DTL 4/L1.4

LANDSCAPE CONSTRUCTION NOTES	
1.	WHERE NOTED, REMOVE EXISTING SOD, SHRUBS AND TOPSOIL.
2.	ALL PLANTINGS NOTED FOR REMOVAL SHALL BE COMPLETELY REMOVED FROM THE SITE (INCLUDING STUMPS AND ROOT WADS) AND DISPOSED OF AT AN APPROPRIATE DISPOSAL SITE.
3.	EXISTING STRUCTURES (WALLS, BOULDERS, BENCHES, DRAINAGE STRUCTURES, SIDEWALKS, AND GAZEBO) ARE TO BE PROTECTED DURING NEW INSTALLATIONS.



**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
 DON JONES PARK  
 CENTRAL POINT, OREGON 97502

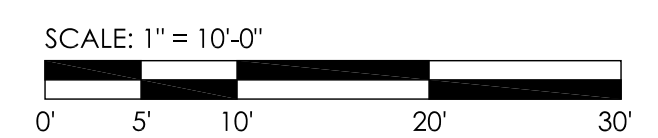


REVISIONS		
#	DATE	DESCRIPTION
2	02.25.22	Addendum

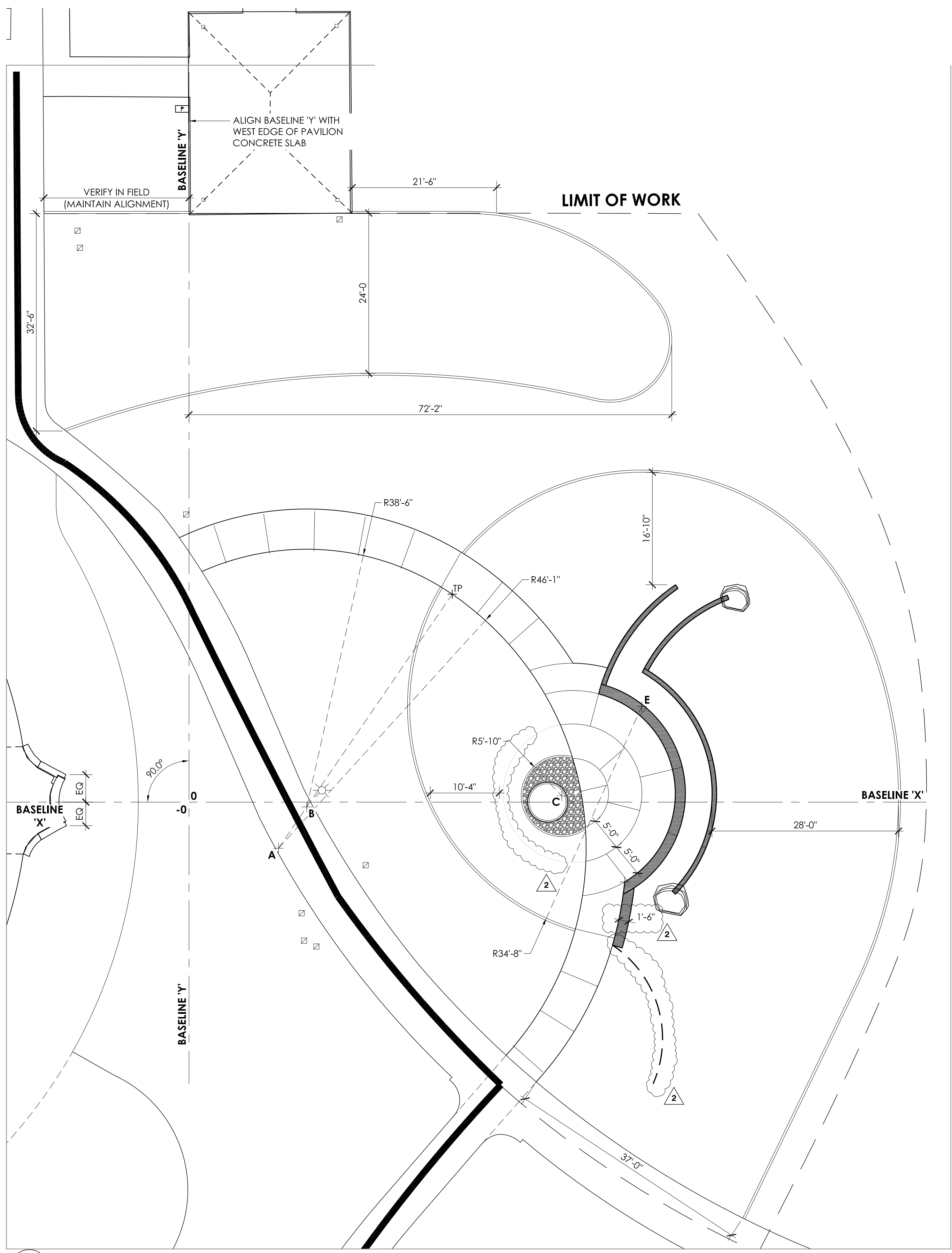
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RICHARDSON  
MEMORIAL  
CONSTRUCTION PLAN  
**L1.1**

PROJECT NO. 2034  
12.17.2021  
TEAM: JCL, CG

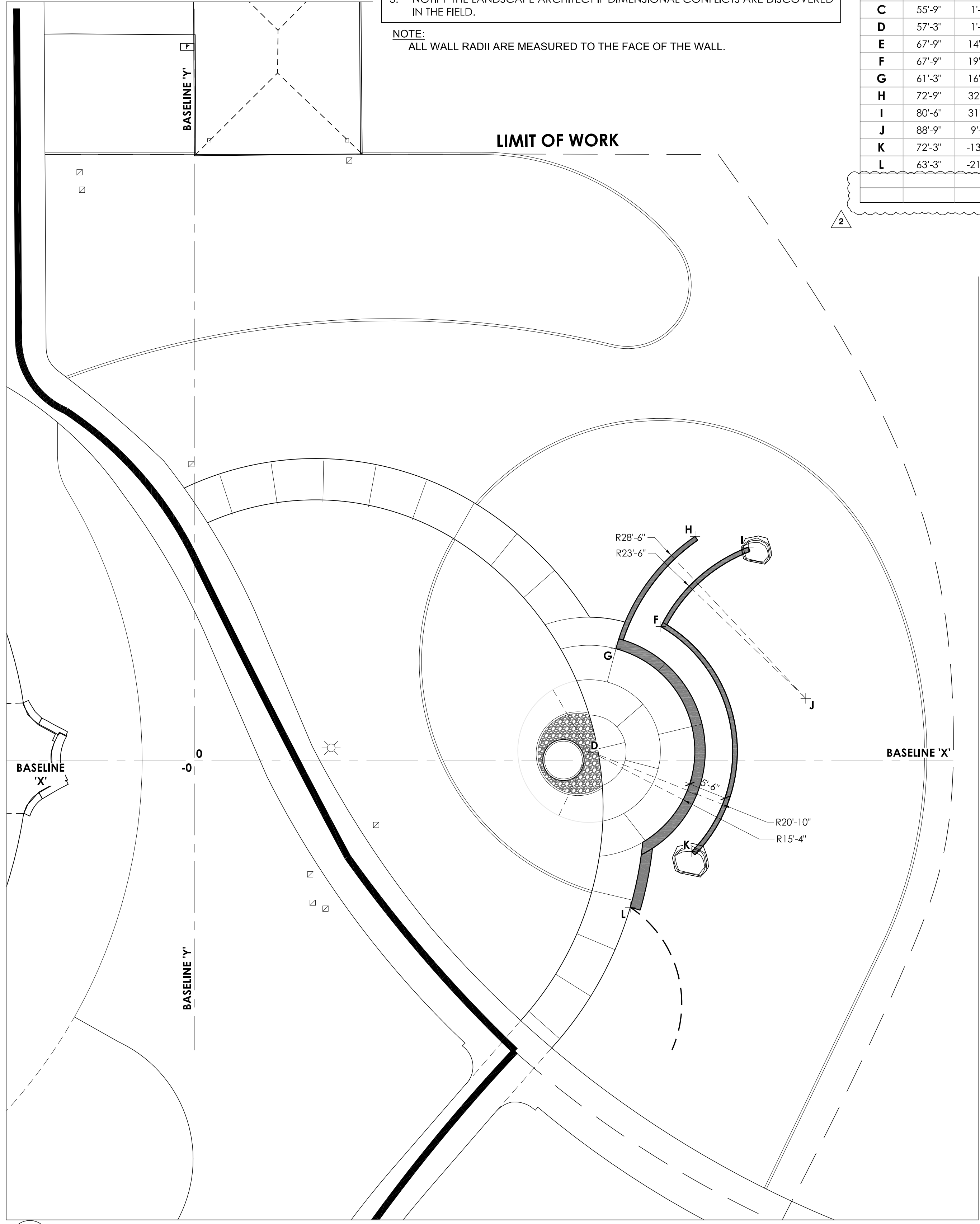






**1 PLAN: HARDSCAPE LAYOUT**  
Scale: 1"= 10'-0"

11.2 layout.dwg



**2 PLAN: WALL LAYOUT**  
Scale: 1"= 10'-0"

11.2 layout.dwg

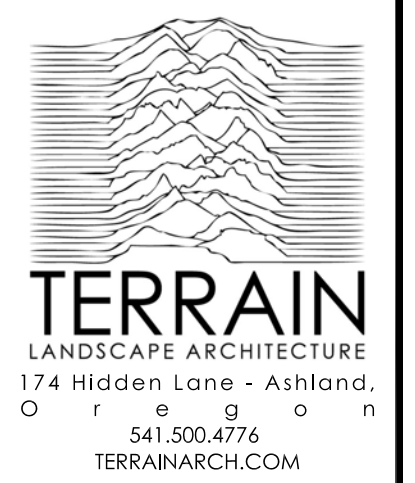
**LAYOUT NOTES**

1. MAINTAIN AT JOB SITE ONE (1) COPY OF DRAWINGS, SPECIFICATIONS, ADDENDA, AND APPROVED SHOP DRAWINGS, CHANGE ORDERS, AND OTHER PROJECT DOCUMENTS.
2. ALL DIMENSIONS AND DISTANCES INDICATED ON THIS SHEET ARE TO MEASURED FROM THE X-X AND Y-Y BASELINES UNLESS OTHERWISE INDICATED.
3. NOTIFY THE LANDSCAPE ARCHITECT IF DIMENSIONAL CONFLICTS ARE DISCOVERED IN THE FIELD.

**NOTE:**  
ALL WALL RADII ARE MEASURED TO THE FACE OF THE WALL.

**LAYOUT KEY**

POINT	X - X BASELINE	Y - Y BASELINE	NOTES
A	13'-6"	-7'-0"	
B	17'-6"	-0'-9"	
C	55'-9"	1'-0"	
D	57'-3"	1'-3"	
E	67'-9"	14'-3"	
F	67'-9"	19'-6"	end of wall
G	61'-3"	16'-3"	end of wall
H	72'-9"	32'-6"	end of wall
I	80'-6"	31'-0"	end of wall
J	88'-9"	9'-0"	
K	72'-3"	-13'-3"	end of wall
L	63'-3"	-21'-6"	end of wall



**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
DON JONES PARK  
CENTRAL POINT, OREGON 97502

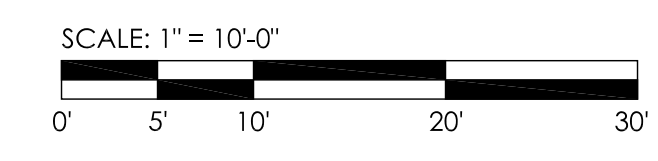


**REVISIONS**

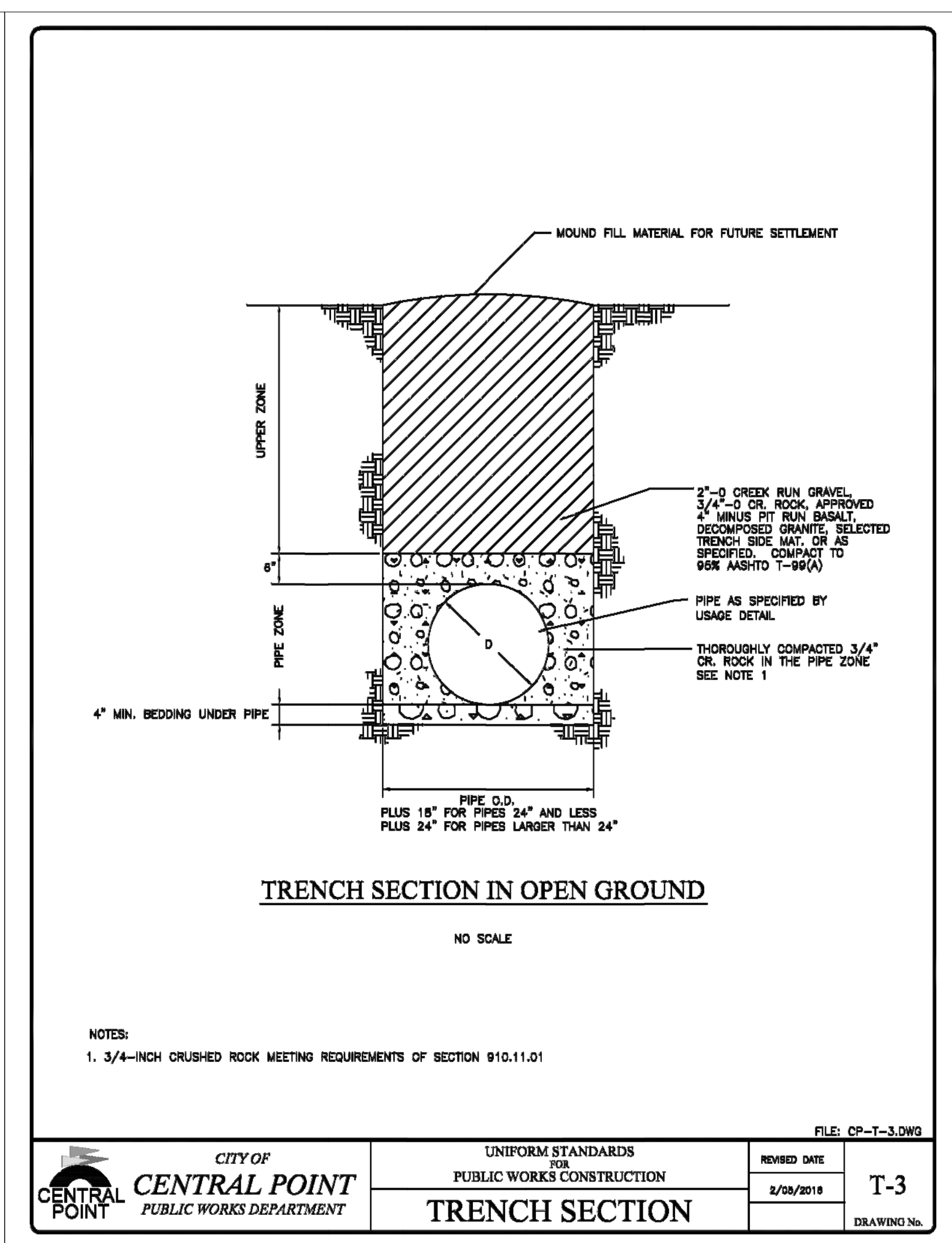
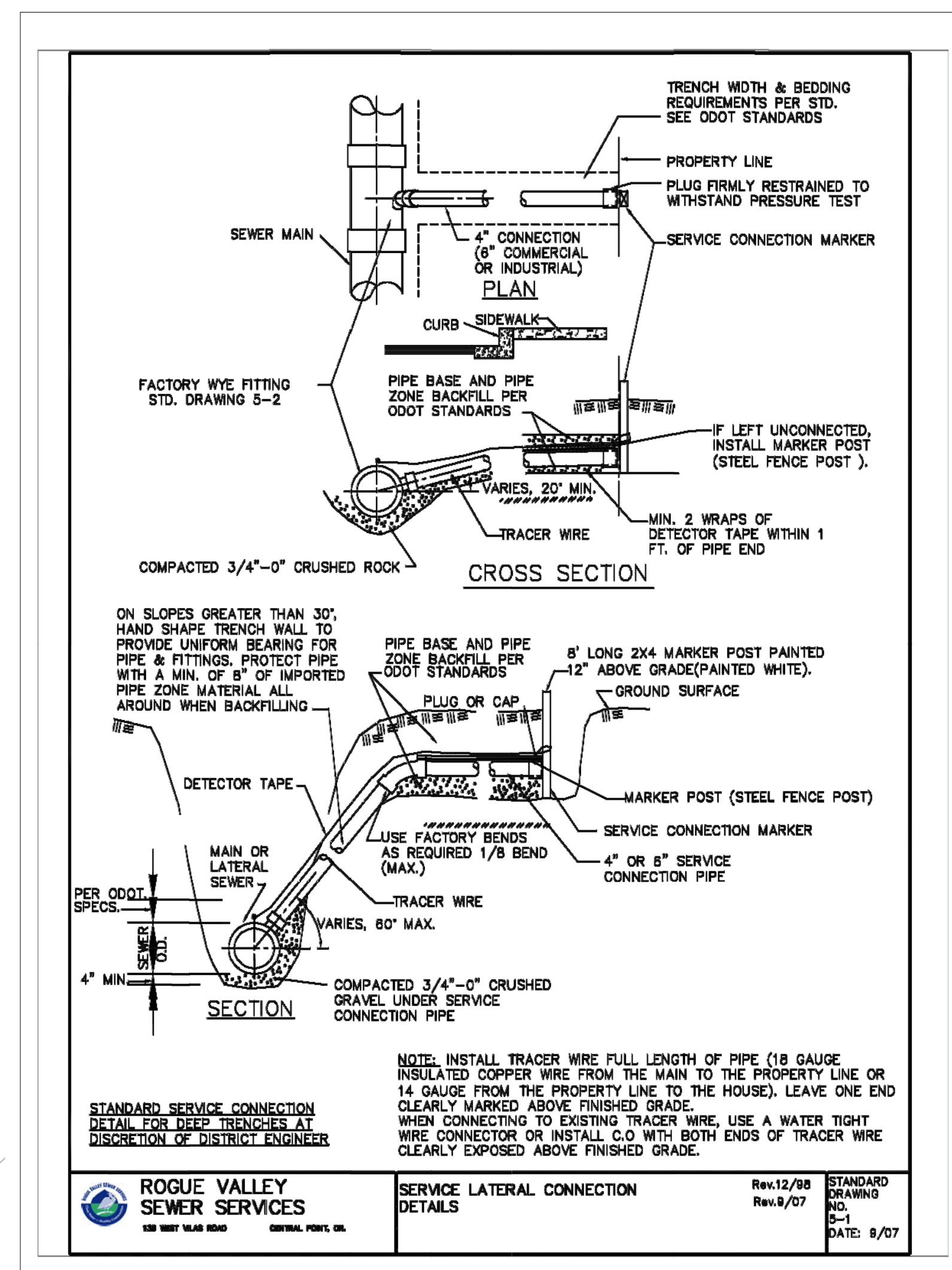
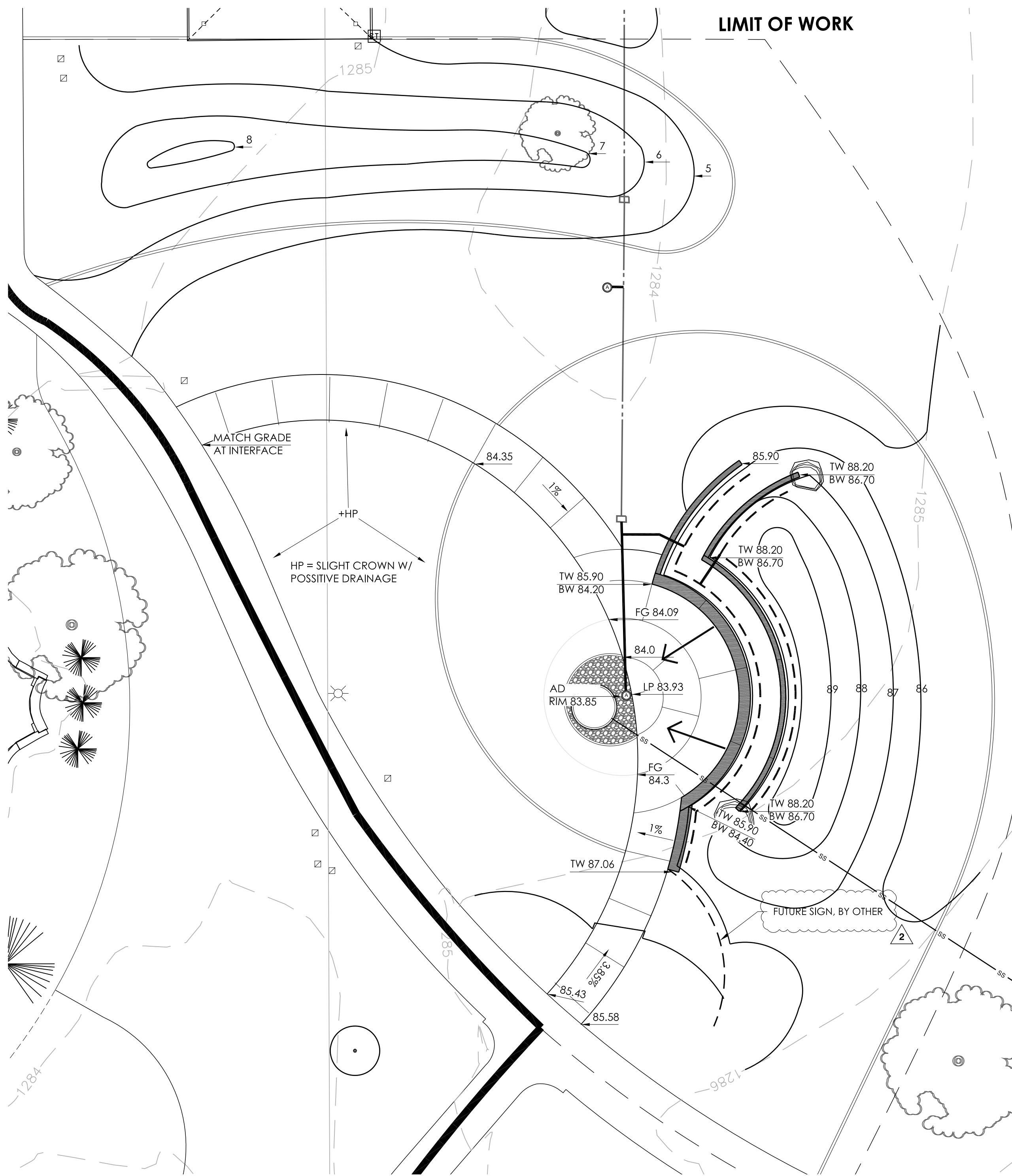
#	DATE	DESCRIPTION
2	02.25.22	Addendum

BID SET  
RICHARDSON MEM.  
LAYOUT PLAN

**L1.2**  
PROJECT NO. 2034  
12.17.2021  
TEAM: JCL, CG

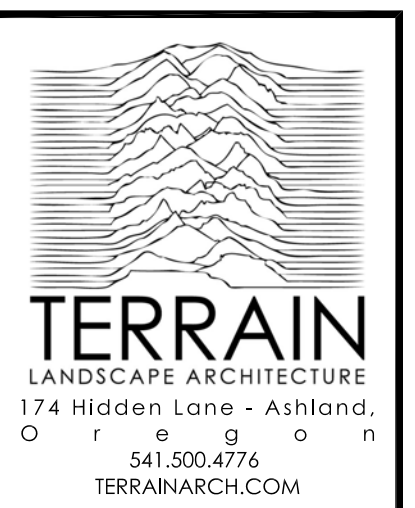
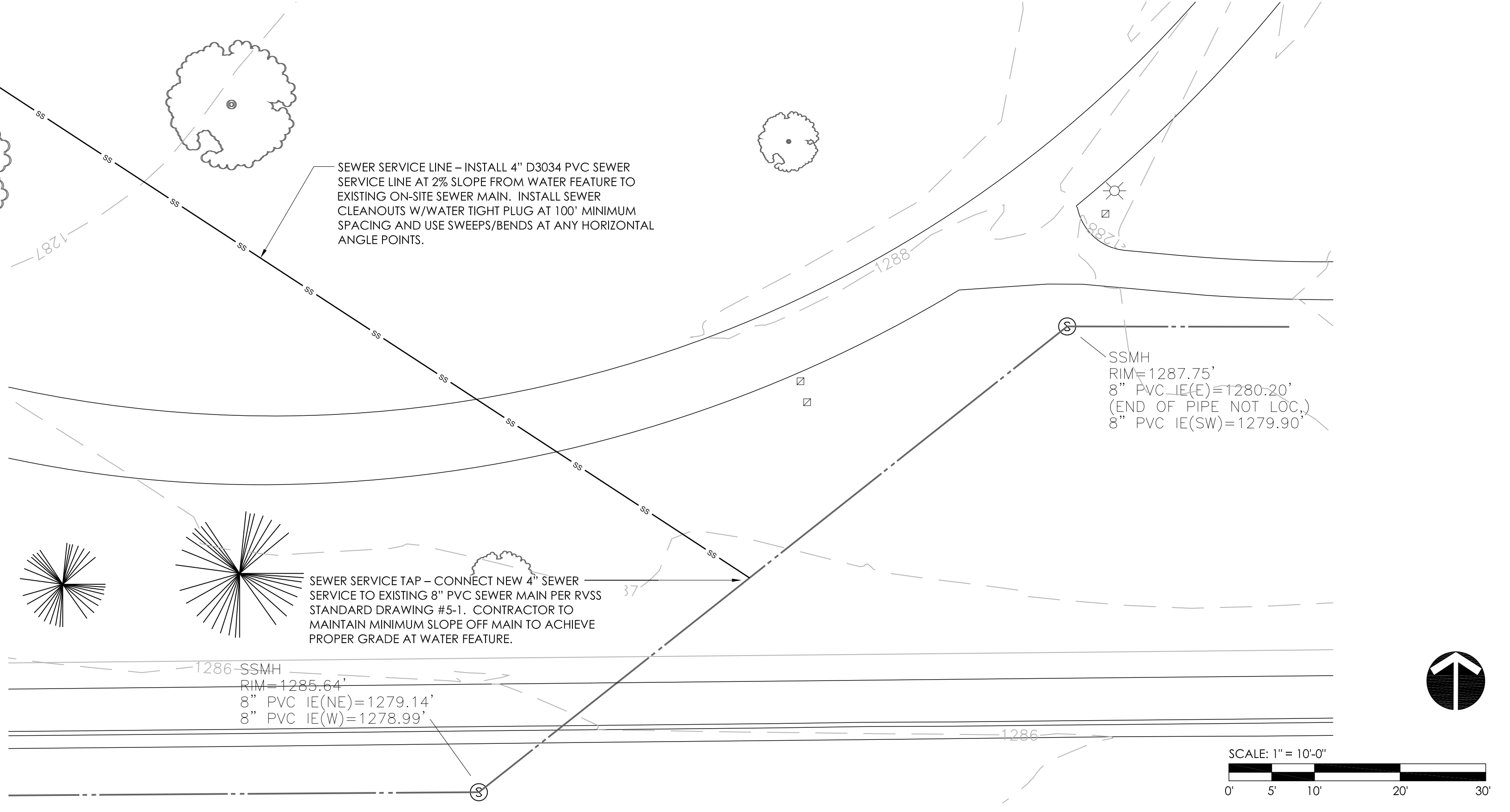






DRAINAGE KEY	
SYMBOL	DESCRIPTION
(A)	AREA DRAIN - NDS #1200BLKIT
→	4" PVC DRAIN LINE TO SANITARY SEWER
→	SURFACE DRAINAGE
→	4" PVC HARD PIPE
---	4" PERFORATED PVC DRAIN LINE

- GENERAL NOTES:**
- WORK AND MATERIALS SHALL CONFORM TO THE PROVISIONS OF THE CURRENT OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION (OSSC), OREGON HEALTH DIVISION (WATER), OREGON PLUMBING SPECIALITY CODE (ON-SITE) AND ANY APPLICABLE LOCAL STANDARDS UNLESS OTHERWISE COVERED BY THE SPECIFICATIONS WRITTEN FOR THIS PROJECT.
  - ALL CONSTRUCTION SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE APPLICABLE REGULATIONS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR THE TESTING OF SANITARY SEWER FACILITIES PER CITY/RVSS SPECIFICATIONS.
  - A MANDATORY PRE-CONSTRUCTION CONFERENCE OF ALL PARTIES SHALL BE HELD PRIOR TO ANY CONSTRUCTION.
  - ROGUE VALLEY SEWER SERVICES SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION. THE CITY/RVSS SHALL INSPECT THE CONTRACTOR'S ACTIVITIES TO INSURE COMPLIANCE WITH THE APPROVED PLANS.
  - CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS FOR THE PROJECT AHEAD OF CONSTRUCTION COMMENCEMENT. THEY SHALL ALSO BE PREQUALIFIED WITH RVSS PRIOR TO PERFORMING WORK ON THE SEWER MAIN.
  - CONTRACTOR IS RESPONSIBLE FOR THE TESTING OF SANITARY SEWER FACILITIES PER CITY/RVSS SPECIFICATIONS.
  - THE ARCHITECT DOES NOT VERIFY THE COMPLETENESS OR ACCURACY OF THE EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD VERIFYING ANY POTENTIAL UTILITY CONFLICTS BETWEEN EXISTING UNDERGROUND UTILITIES AND THE WORK SHOWN. THIS INCLUDES BOTH POTENTIAL UTILITY CONFLICTS SHOWN ON THESE PLANS AND THOSE LOCATED, FOUND, OR MARKED IN THE FIELD. NO ADDITIONAL PAYMENT SHALL BE MADE FOR ANY EXPENSE THE CONTRACTOR MAY INCUR AS A RESULT OF THEIR FAILURE TO ADEQUATELY EXPLORE POTENTIAL UTILITY CONFLICTS.
  - CLASS "B" TRENCH BACKFILL MATERIAL SHALL COMPLY WITH OSSC SEC. 00405 AND SHALL BE 3/4" CRUSHED ROCK UNDER PAVEMENT OR IN RIGHT-OF-WAY. BACKFILL MATERIAL SHALL BE PLACED IN MAXIMUM LIFTS OF 6" AND SHALL BE COMPACTED BY MECHANICAL MEANS TO 95% OF RELATIVE MAXIMUM DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99 METHOD D PROCEDURE FOR THE DETERMINATION OF 95% RELATIVE MAXIMUM DENSITY OF GRANULAR MATERIALS.
  - CLASS "A" TRENCH BACKFILL MATERIAL SHALL BE APPROVED NATIVE MATERIAL PER OSSC SPECS. SEC. 00405 FOR ALL AREAS OUTSIDE OF TRAFFIC AREAS AND THE RIGHT-OF-WAY. BACKFILL MATERIAL SHALL BE PLACED IN MAXIMUM LIFTS OF SIX (6) INCHES AND SHALL BE COMPACTED BY MECHANICAL MEANS TO 90% OF RELATIVE MAXIMUM DENSITY AND OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-99 METHOD D PROCEDURE FOR THE DETERMINATION OF 90% RELATIVE MAXIMUM DENSITY OF GRANULAR MATERIALS.
  - ALL UNDERGROUND UTILITY PIPES AND CONDUIT SHALL BE INSTALLED PER CITY OF CENTRAL POINT STANDARD DRAWING T-3 UNLESS NOTED OTHERWISE.
  - ALL MANHOLE LIDS, CLEANOUTS, VALVE BOXES, AND METER BOXES SHALL BE ADJUSTED TO FINISHED STREET/SIDEWALK/LANDSCAPE GRADE AND SLOPE.



**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
 DON JONES PARK  
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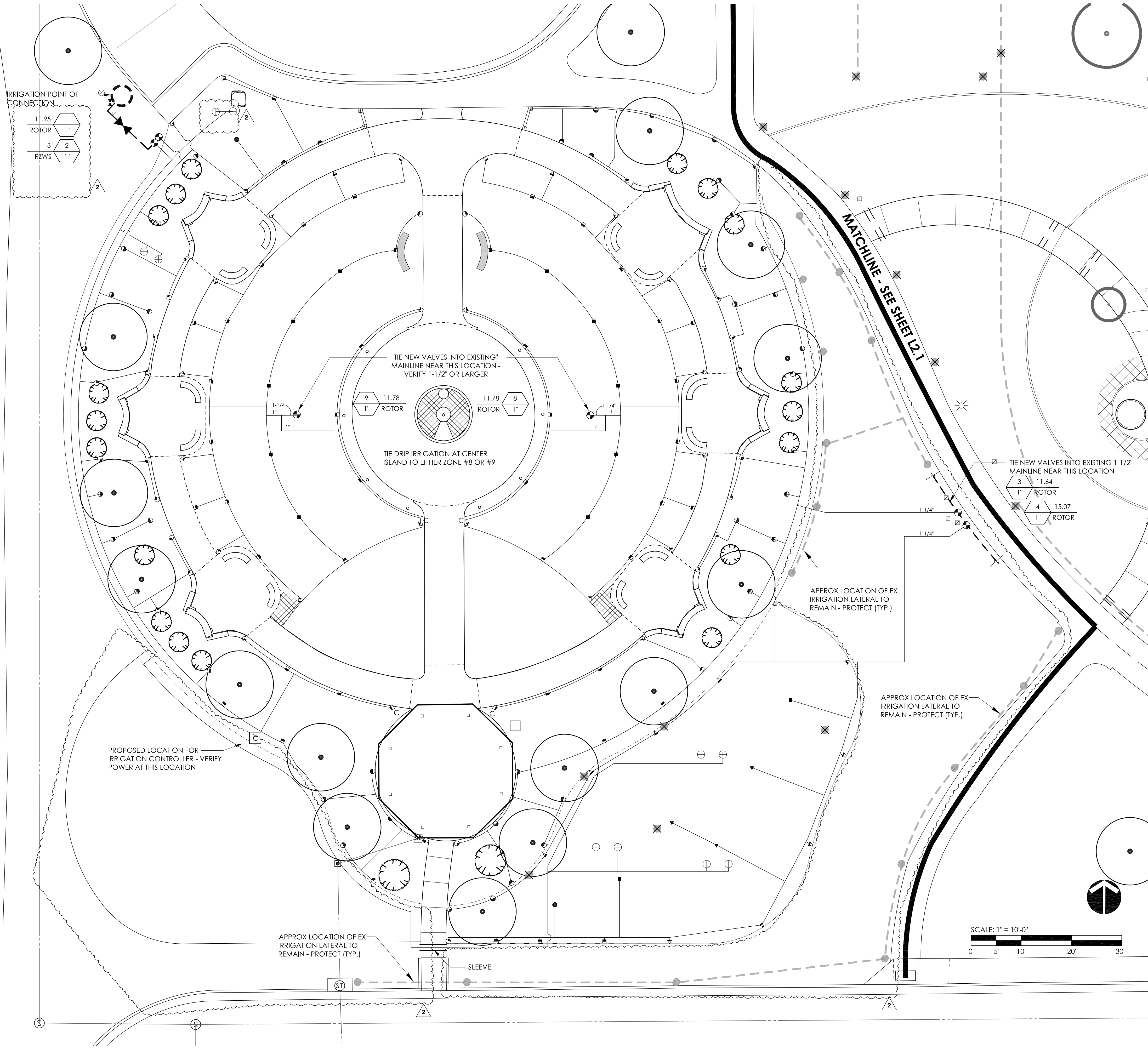
REVISIONS		
#	DATE	DESCRIPTION
2	02.25.22	Addendum

**BID SET**  
 RICHARDSON MEM.  
 GRADING AND  
 DRAINAGE PLAN  
**L1.3**  
 PROJECT NO. 2034  
 12.17.2021  
 TEAM: JCL, CG









**IRRIGATION PLAN LEGEND**

	HUNTER ICV-101G (SPRAY)
	MAIN LINE: SCH 40 PVC (1-1/2")
	LATERAL LINES SHALL BE SCH 40 PVC (1")
	SLEEVES - SCH 40, MIN SIZE SHALL BE 2x DIA OF PASSING PIPE
	ISOLATION BALL VALVE - LINE SIZE
	QUICK COUPLING VALVE - HUNTER 44RC
	CONTROLLER: HUNTER IC-M-PED-SS SERIES WITH SOLAR-SYNC
	SOLAR-SYNC SENSOR - LOCATE IN FIELD W/ OWNER'S REPRESENTATIVE
	ZONE ID
	GPM APPLICATION
	VALVE SIZE
	P.O.C.
	POINT OF CONNECTION - SEE DETAIL 1/L 2.2
	DRIP IRRIGATION: HUNTER PLD-06-18

**IRRIGATION HEAD KEY**

SYMBOL	DESCRIPTION	MODEL ("")	NOZZLE	RAD.	FLOW RATE (GPM)
	1/2, 1/2 FULL	HUNTER PRS30	MP-ROTATOR 1000	8'	0.11, 0.21, 0.44
	1/4, 1/2, 3/4 FULL	HUNTER PRS30	MP-ROTATOR 1000	10'	0.135, 0.27, 0.54
	1/4, 1/2, 3/4 FULL	HUNTER PRS40	MP-ROTATOR 1000	14'	0.19, 0.38, 0.75
	1/2, 1/2 FULL	HUNTER PRS40	MP-ROTATOR 2000	19'	0.40, 0.74, 1.47
	1/4, 1/2, 3/4 FULL	HUNTER PRS30	MP-ROTATOR 3000	25'	0.71, 1.51, 2.30, 3.04
	1/4, 1/2, 3/4 FULL	HUNTER PRS40	MP-ROTATOR 3000	30'	0.85, 1.82, 2.75, 3.65
	END, CENTER	HUNTER PRS40	MP-ROTATOR STRIP	STRIP	0.19, 0.38
	RZWS	HUNTER RZWS-18-25-CV			0.25
	1" PVC TO POLY - UTC FITTING				
	EXISTING IRRIGATION HEAD TO REMAIN				
	EXISTING IRRIGATION HEAD TO BE ABANDONED				

- IRRIGATION NOTES**
- THE PROPOSED IRRIGATION SYSTEM ON THIS SHEET IS DIAGRAMMATIC AND INDICATES DESIGN INTENT. ALL IRRIGATION SYSTEM COMPONENTS AND DELIVERY METHODS WERE SELECTED BASED ON CURRENT INDUSTRY STANDARDS AND CITY OF CENTRAL POINT DEVELOPMENT CODE STANDARDS.
  - ALL NEW IRRIGATION FOR THIS SITE SHALL BE SERVED BY THE EXISTING METER (P.O.C.) LOCATED AT THE NORTHWEST CORNER OF THE SITE. ALL PROPOSED VALVES WILL BE, UNLESS OTHERWISE SHOWN ON THE PLAN, SERVED BY EXISTING IRRIGATION MAIN LINES IN THE APPROXIMATE LOCATION OF PROPOSED VALVES.
  - UTILIZE EXISTING IRRIGATION MAINLINE TO THE SITE. CONNECT NEW 1-1/2" MAINLINE TO THE EXISTING MAIN DOWN-FLOW OF THE EXISTING BACKFLOW PREVENTOR.
  - WHEN NECESSARY WITHIN THE DRIPLINE OF EXISTING TREES, HAND DIG TRENCHES ALONG ADJACENT CURBING TO AVOID MECHANICAL DAMAGE TO ROOTS. IF ROOTS GREATER THAN 1" Ø ARE ENCOUNTERED, SAWCUT ROOTS CLEAN. AVOID RUNNING LINES WITHIN DRIPLINES OF EXISTING TREES.
  - EXISTING SLEEVE LOCATIONS WERE NOT IDENTIFIED IN SURVEYING THE SITE AND ARE NOT KNOWN. THE INSTALLING CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING EXISTING SLEEVE LOCATIONS AND MAKING ADJUSTMENTS TO THE IRRIGATION SYSTEM AS NEEDED.
  - RECORD ACTUAL LOCATION OF ALL CONCEALED COMPONENTS, PIPING SYSTEM, CONDUIT AND SLEEVE LOCATIONS. KEEP THIS DOCUMENT CURRENT. DO NOT PERMANENTLY CONCEAL ANY WORK UNTIL REQUIRED INFORMATION HAS BEEN RECORDED. FURNISH TWO (2) COPIES OF RECORD DRAWINGS TO THE OWNER. REDUCE ONE COPY OF RECORD DRAWING TO FIT INSIDE CONTROLLER LID. LAMINATE REDUCED COPY.
  - ALL WORK SHALL BE INSTALLED BY COMPETENT WORKMEN EXPERIENCED IN TRADE IN A NEAT AND ORDERLY MANNER ACCEPTABLE TO THE OWNER'S REPRESENTATIVE.
  - CONFORM TO ALL PERTINENT CODES AND REGULATIONS. COMPLY WITH THE LATEST RULES OF THE NATIONAL ELECTRICAL CODE AND THE AMERICAN MASTER PLUMBERS CODE.
  - NOTIFY OWNER'S REPRESENTATIVE 48 HOURS IN ADVANCE OF ALL SITE OBSERVATION VISITS REQUIRED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE PRESENT AT EACH SITE OBSERVATION VISIT. REQUIRED VISITS INCLUDE: PRESSURE TEST AFTER MAINLINE LAID, AFTER NON-PRESSURIZED LINES PRIOR TO BACKFILL, AND FINAL OPERATION OF ALL IRRIGATION STATIONS INCLUDING HEAD TO HEAD COVERAGE.
  - VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO BEGINNING WORK.
  - PROPOSED PIPING INDICATED IS DIAGRAMMATIC ONLY. ROUTE PIPING IN PLANTERS AND AVOID UTILITIES AND STRUCTURES. LAYOUT SHALL FOLLOW AS CLOSELY AS PRACTICAL THE SCHEMATIC DESIGN ON THE DRAWINGS. MAKE NO SUBSTANTIAL CHANGES WITHOUT PRIOR APPROVAL FROM THE OWNER'S REPRESENTATIVE.
  - ALL LATERAL PIPE SHALL BE 1" IN SIZE UNLESS OTHERWISE INDICATED ON THE PLAN.
  - ALL DRIPLINE TUBING IS TO BE FLUSHED FOR A MIN. OF 5 MINUTES PRIOR TO INSTALLING END CAPS/AIR RELIEF VALVES.
  - COORDINATE WIRE AND CONDUIT LOCATIONS BETWEEN ELECTRIC CONTROL VALVES AND THE ELECTRIC CONTROLLER.
  - UPON COMPLETION OF ALL SYSTEMS, THE CONTRACTOR SHALL PERFORM A COVERAGE TEST TO DETERMINE THAT WATER IS BEING APPLIED CORRECTLY AND ADEQUATELY TO ALL PLANTINGS. THE ADDITION OF 1/4" TUBING WITH 1/2 GALLON DRIP EMITTERS MAY BE REQUIRED TO PROVIDE IMMEDIATE COVERAGE TO PLANTS THAT ARE GREATER THAN 12" FROM AN INLINE EMITTER.
  - THE LOCATION FOR THE SITE'S PROPOSED IRRIGATION CONTROLLER SHALL BE COORDINATED BETWEEN THE OWNER AND THE INSTALLING CONTRACTOR.



**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
 DON JONES PARK  
 CENTRAL POINT, OREGON 97502



**REVISIONS**

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2	02.25.22	Addendum

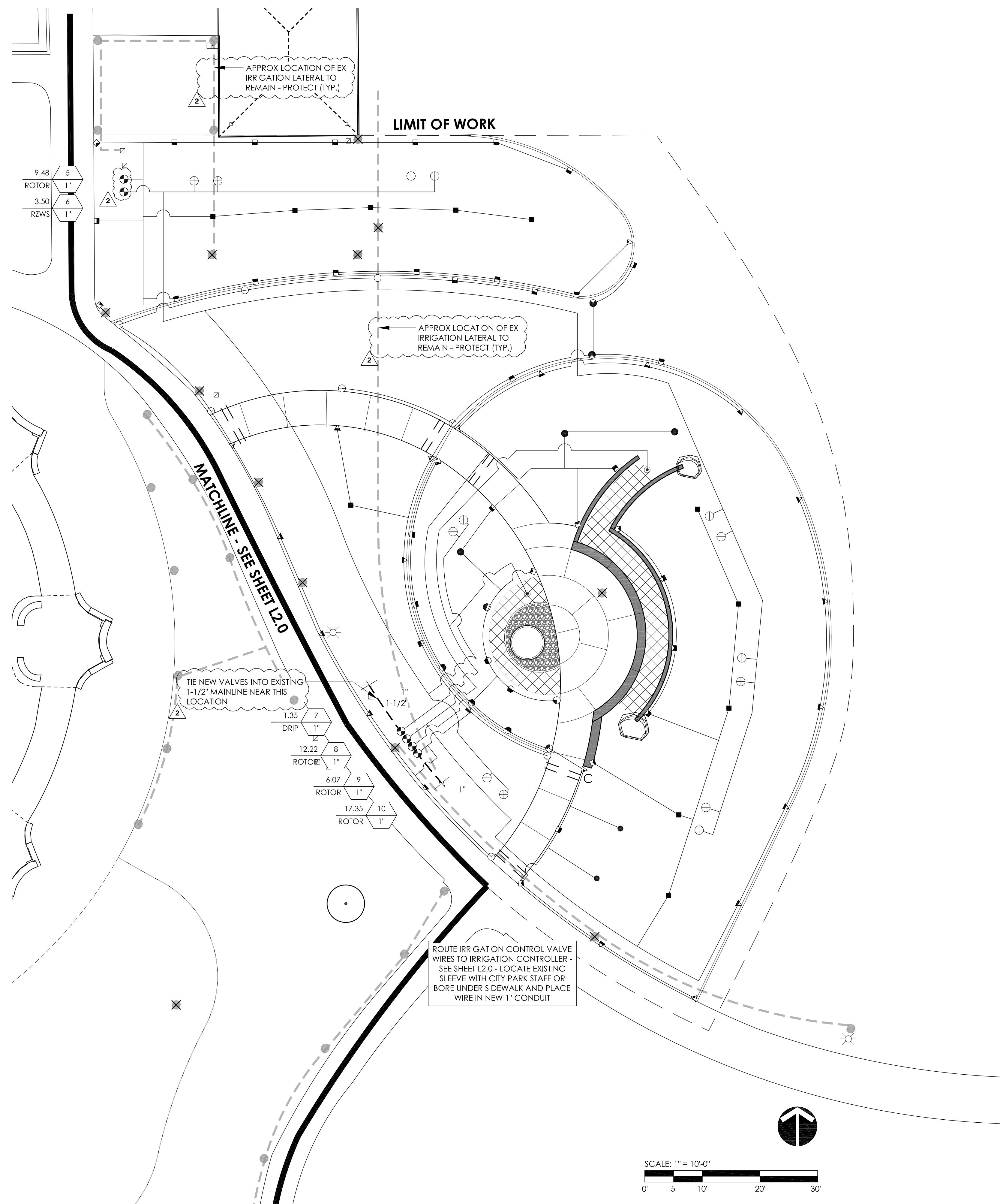
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**WAR MEMORIAL IRRIGATION PLAN**

**L2.0**

PROJECT NO. 2034  
 12.17.2021  
 TEAM: JCL, CG





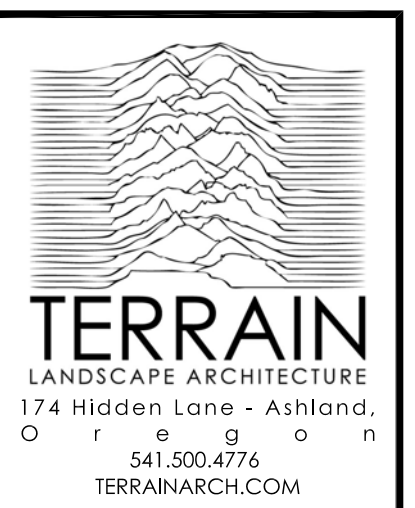
**IRRIGATION PLAN LEGEND**

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	SOLAR-SYNC SENSOR - LOCATE IN FIELD W/ OWNER'S REPRESENTATIVE
	ZONE ID
	GPM APPLICATION
	VALVE SIZE
	P.O.C. POINT OF CONNECTION - SEE DETAIL 1/L 2.2
	DRIP IRRIGATION: HUNTER PLD-06-18

**IRRIGATION HEAD KEY**

SYMBOL	DESCRIPTION	MODEL ("")	NOZZLE	RAD.	FLOW RATE (GPM)
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	1/4, 1/2, 3/4 FULL	HUNTER PRS40	MP-ROTATOR 3000	30'	0.85, 1.82, 2.75, 3.65
	END, CENTER	HUNTER PRS40	MP-ROTATOR STRIP	STRIP	0.19, 0.38
	RZWS	HUNTER RZWS-18-25-CV			0.25

- IRRIGATION NOTES**
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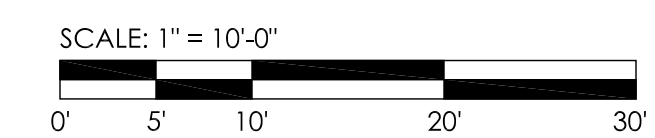
**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
 DON JONES PARK  
 CENTRAL POINT, OREGON 97502



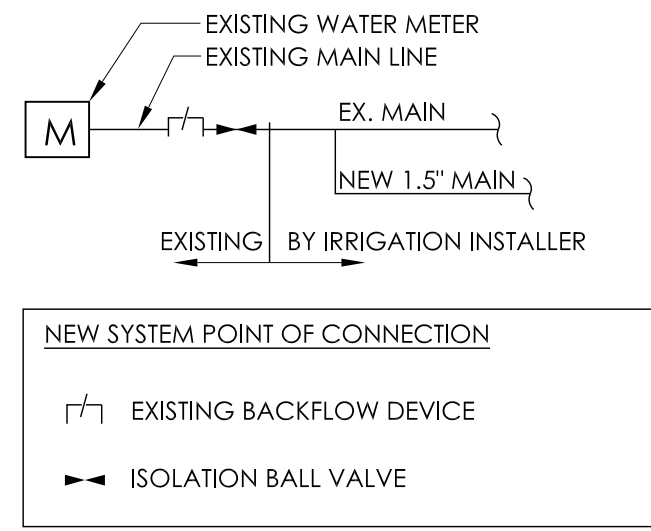
**REVISIONS**

#	DATE	DESCRIPTION
2	02.25.22	Addendum

**BID SET**  
 RICHARDSON  
 MEMORIAL  
 IRRIGATION PLAN  
**L2.1**  
 PROJECT NO. 2034  
 12.17.2021  
 TEAM: JCL, CG

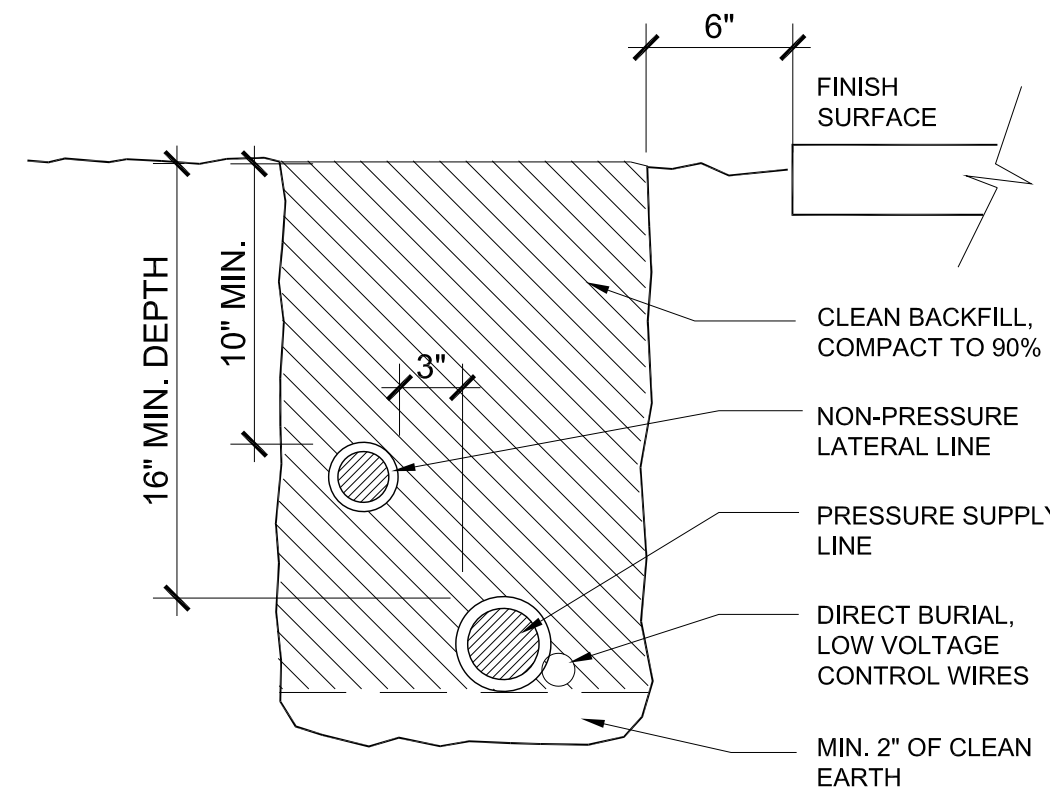






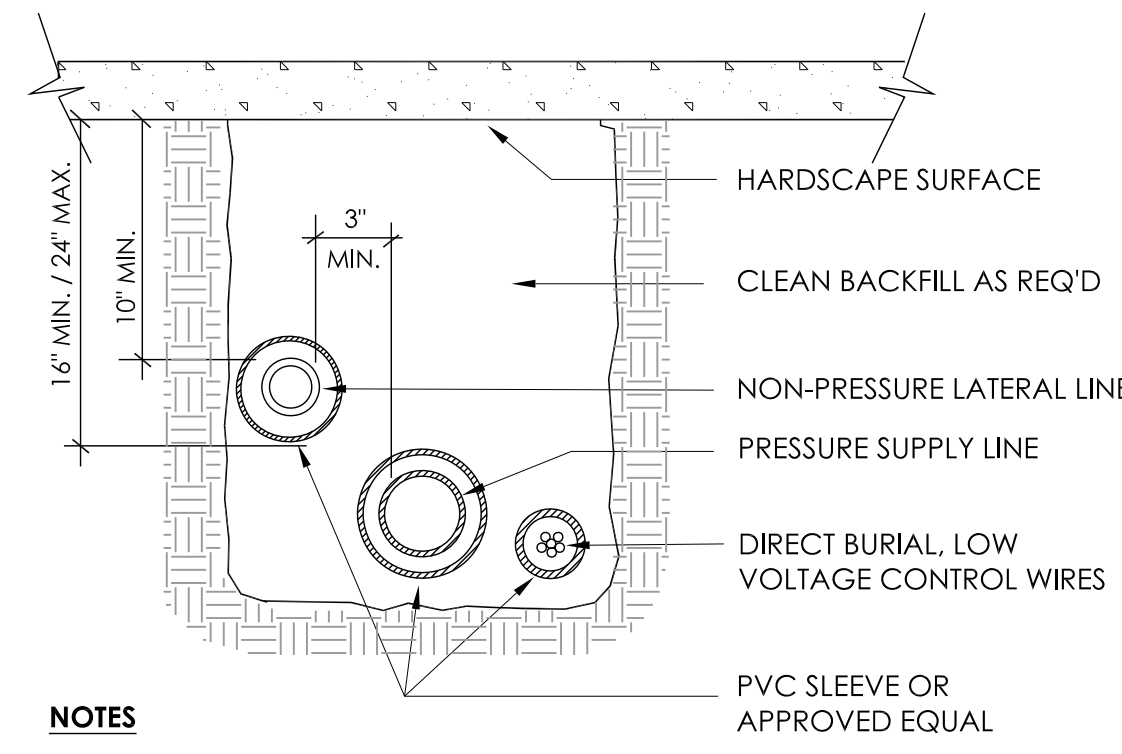
**1 DIAGRAM: IRRIGATION POINT OF CONNECTION**  
Scale: 1"= 1'-0"

D-POC.dwg



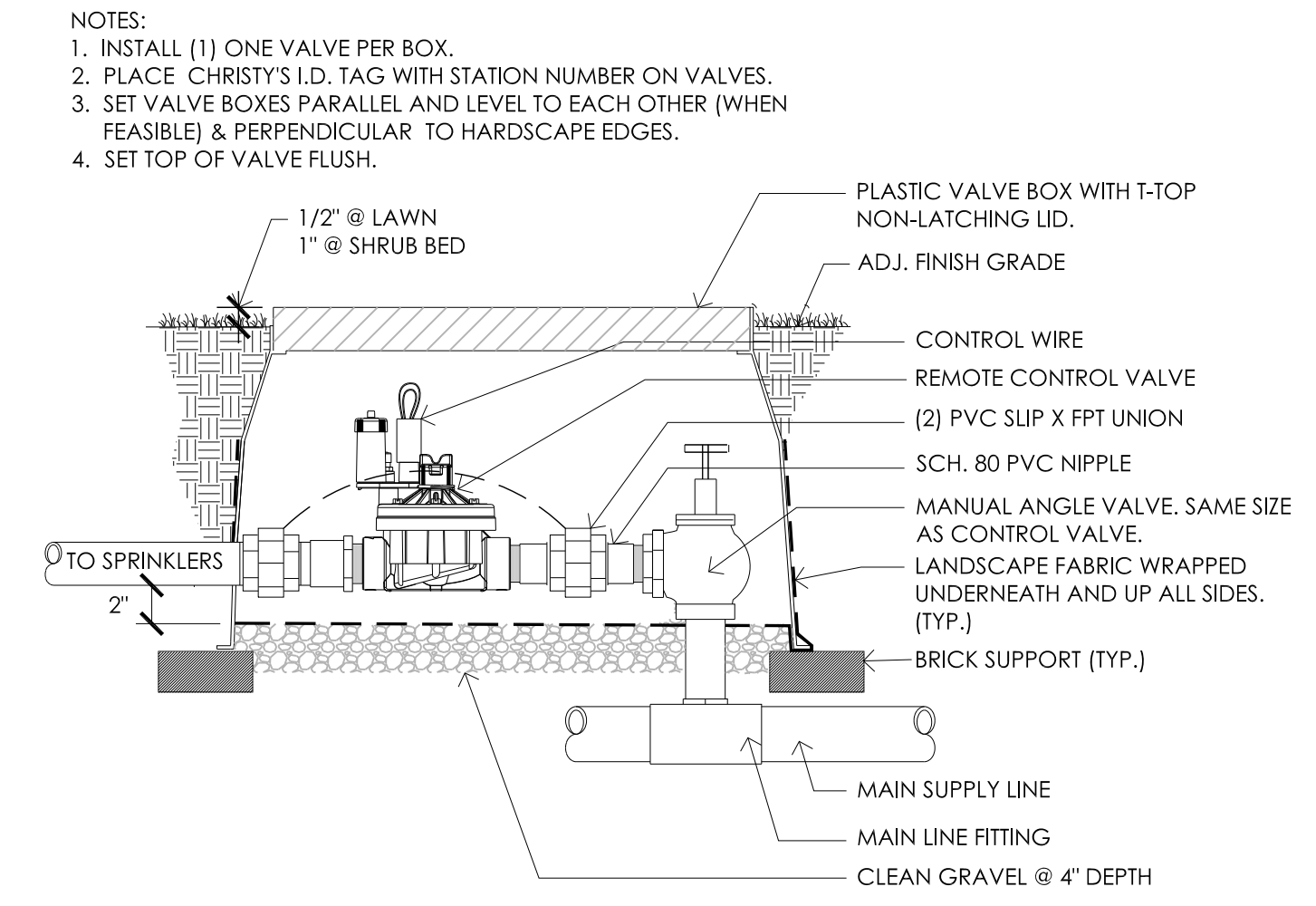
**2 SECTION: IRRIGATION LINE TRENCH**  
Scale: 1"= 1'-0"

D-TRENCH.dwg



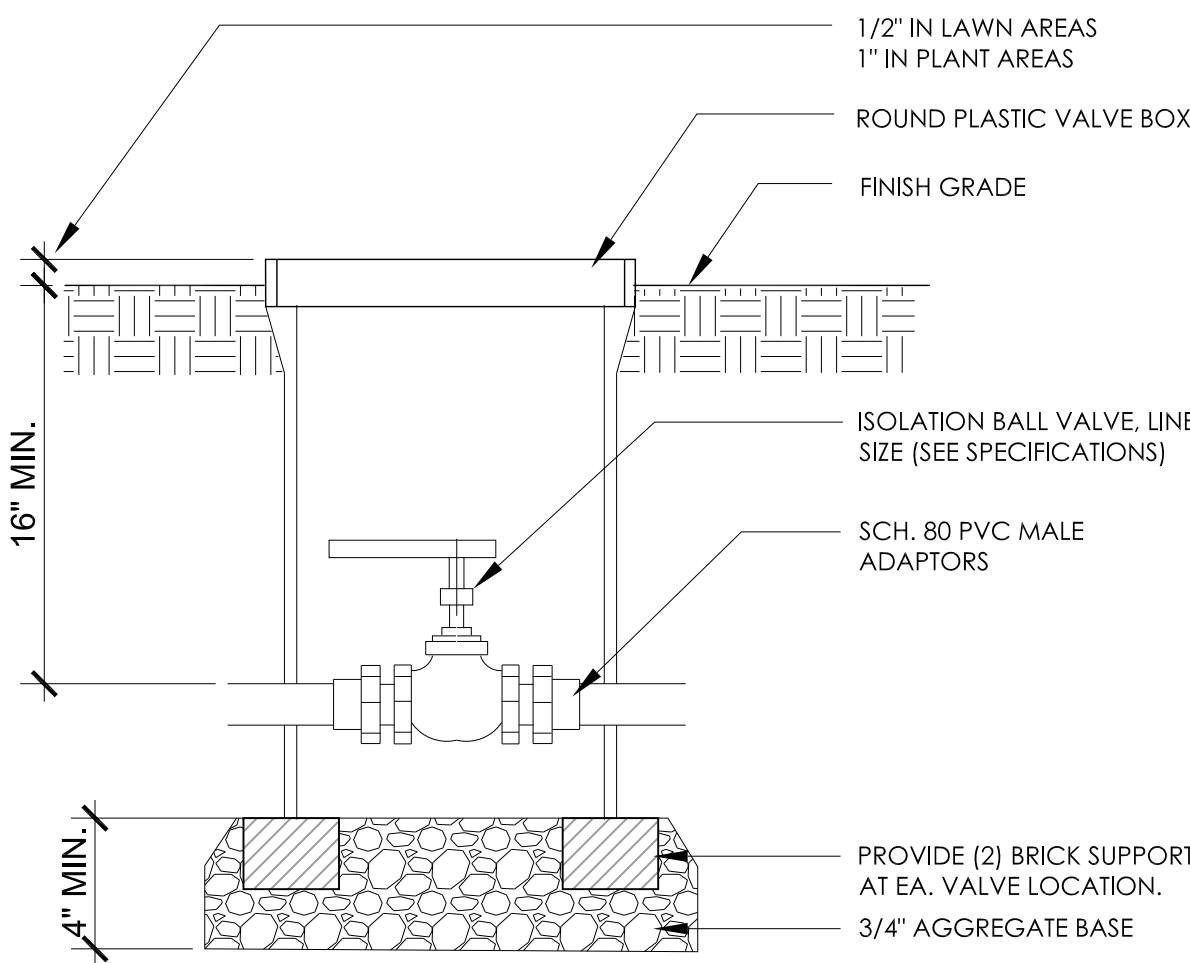
**3 SECTION: TRENCH / SLEEVE @ PAVING**  
Scale: 3/8"= 1'-0"

D-SLEEVE.dwg



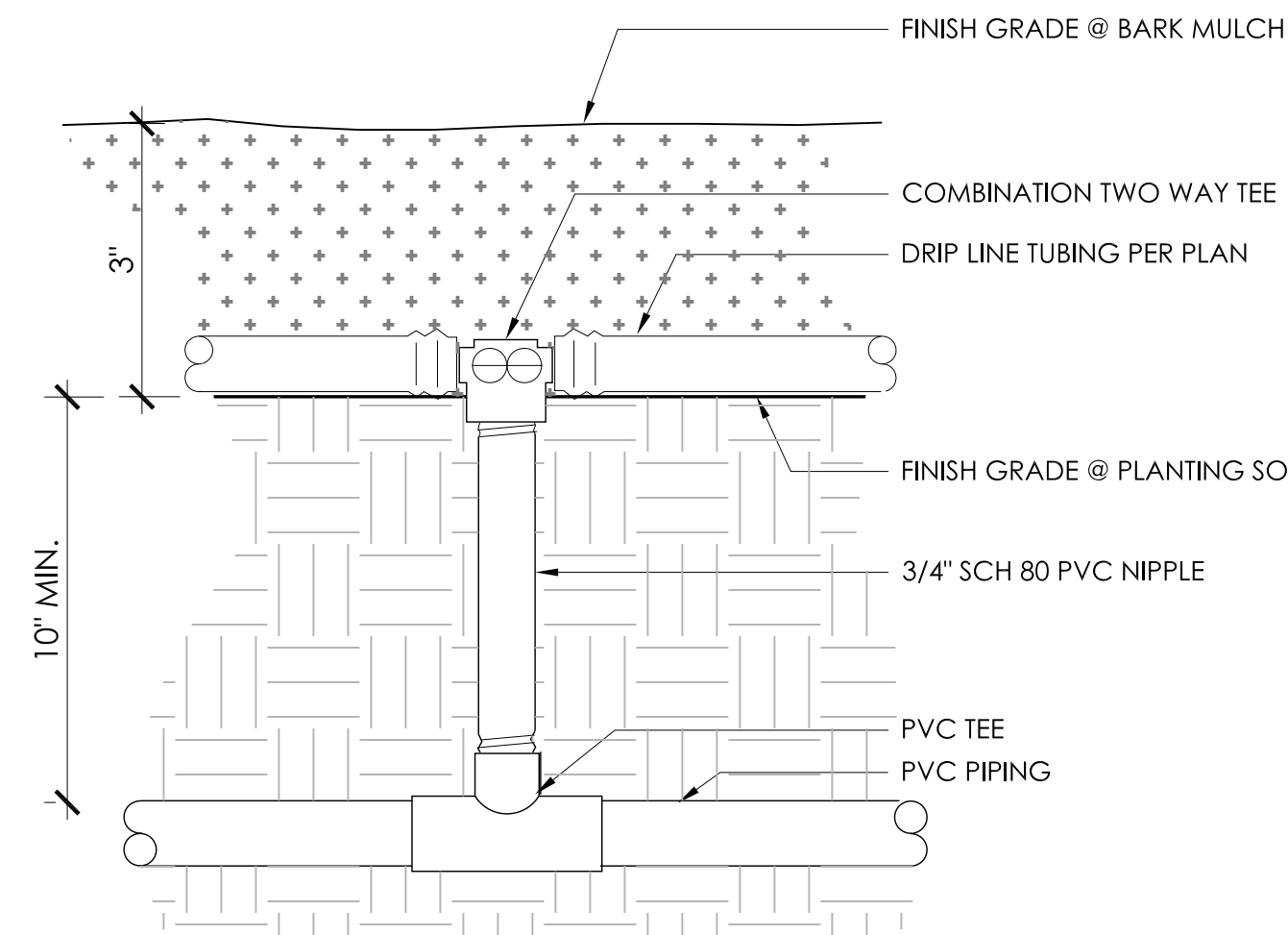
**4 SECTION: REMOTE CONTROL VALVE**  
Scale: 1/4"= 1'-0"

D-VALVE-RC-2.dwg



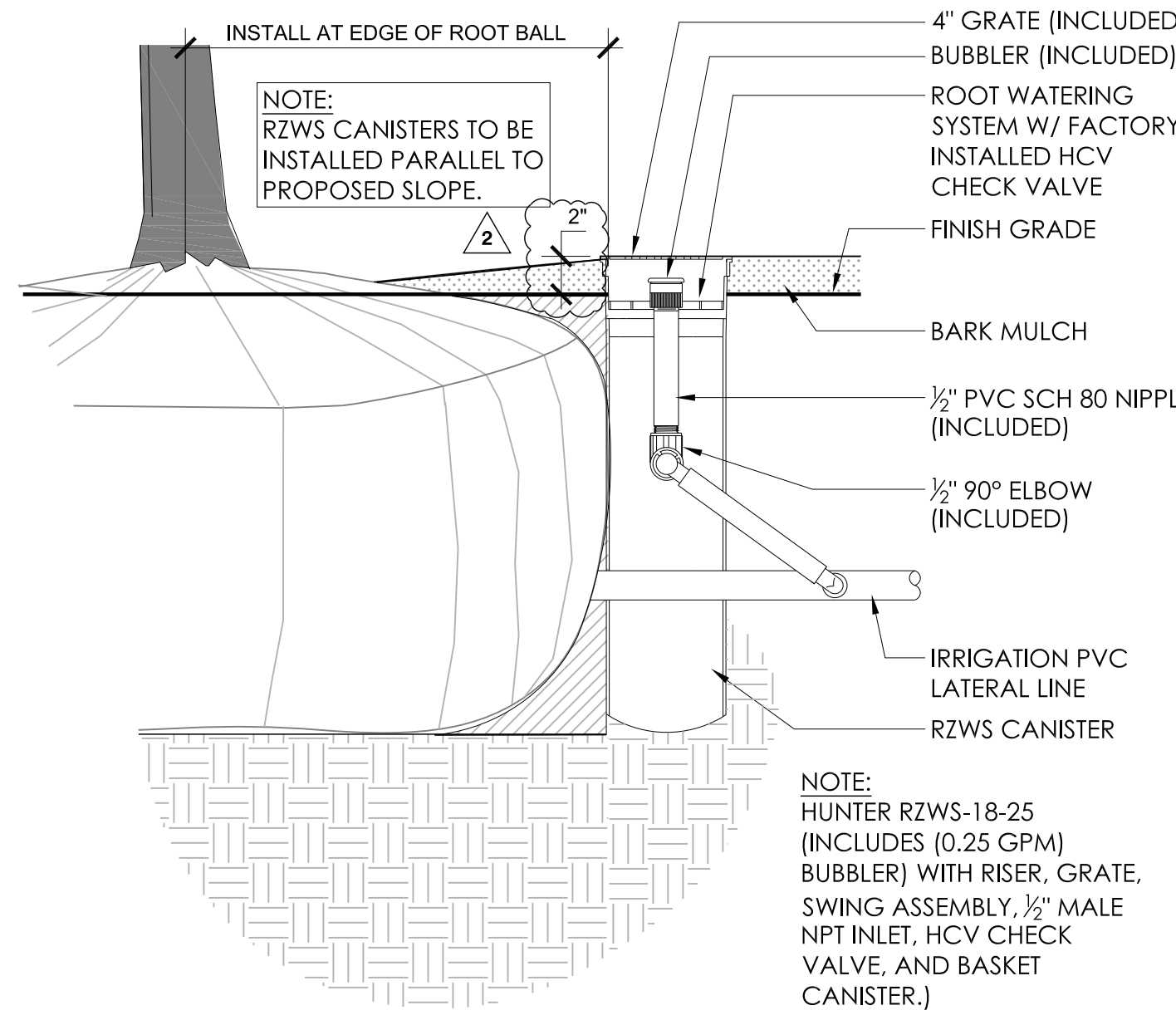
**5 SECTION: ISOLATION BALL VALVE**  
Scale: 1/2"= 1'-0"

D-ISO-VLV.dwg



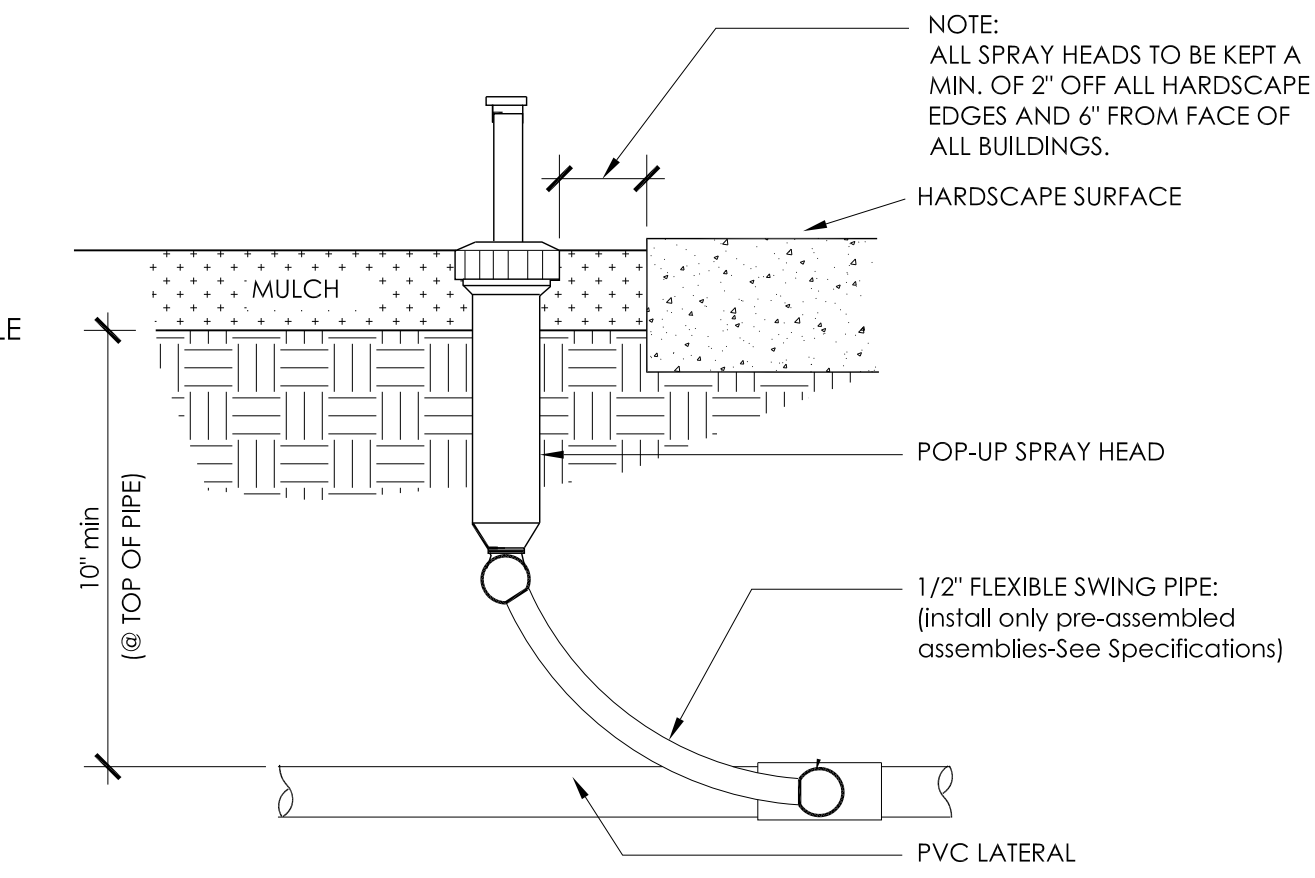
**6 SECTION: DRIP LINE SOURCE CONNECTION**  
Scale: 1"= 1'-0"

D-DRIPTUBE-02.dwg



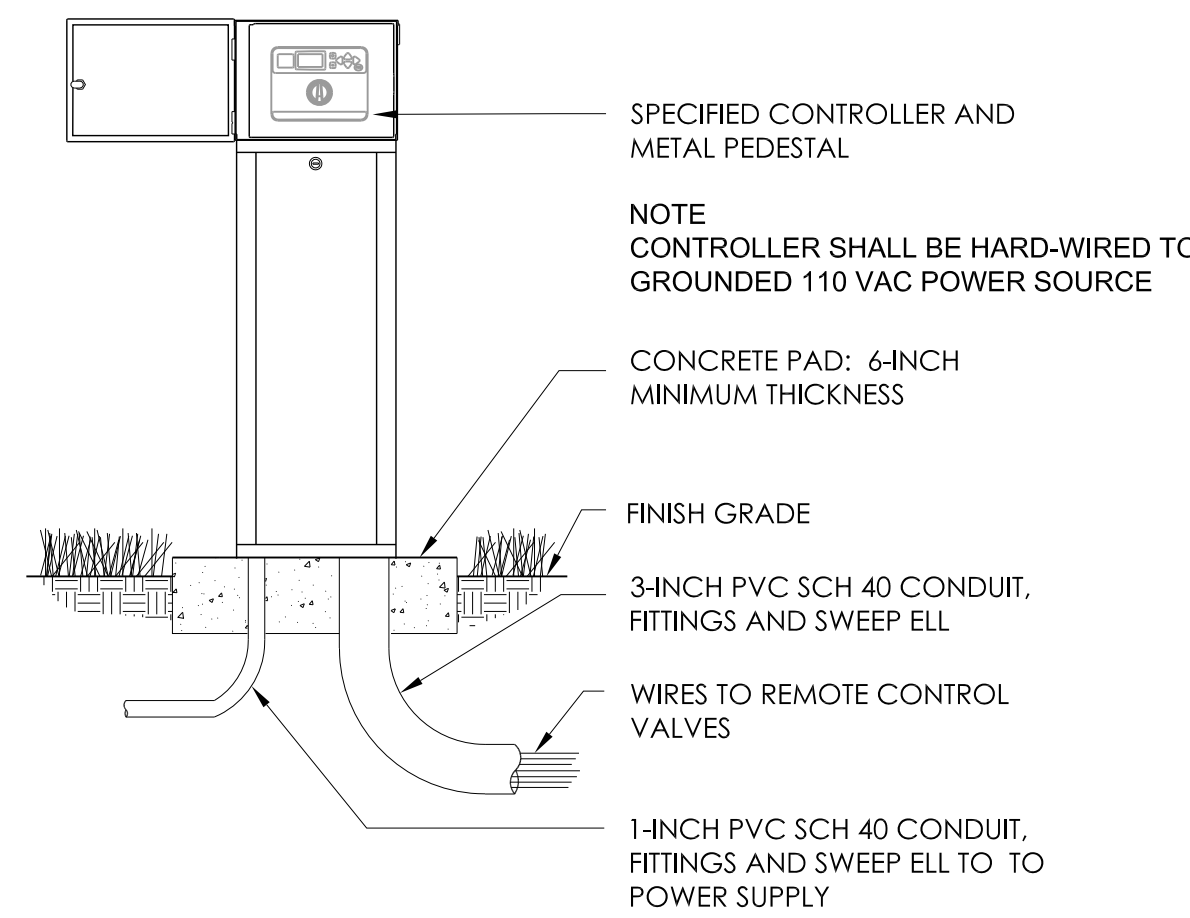
**7 SECTION: RZWS WATERING SYSTEM**  
Scale: 3"= 1'-0"

D-RZWS-01.dwg



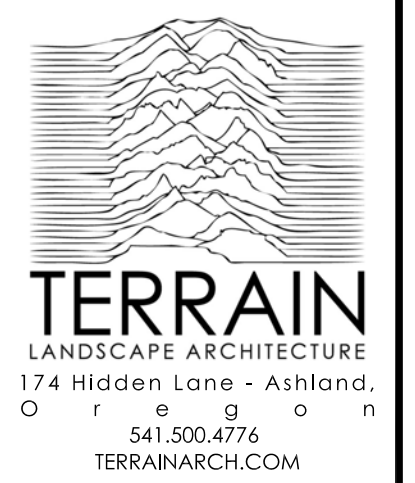
**8 SECTION: POP-UP SPRAY HEAD**  
Scale: 3/8"= 1'-0"

D-SPRKL8-01.dwg



**9 PEDESTAL MOUNT CONTROLLER**  
Scale: 1/2"= 1'-0"

D-CONTROLLER-PA.dwg



**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
DON JONES PARK  
CENTRAL POINT, OREGON 97502



REVISIONS		
#	DATE	DESCRIPTION
2	02.25.22	Addendum
.	.	.
.	.	.

BID SET

LANDSCAPE IRRIGATION DETAILS

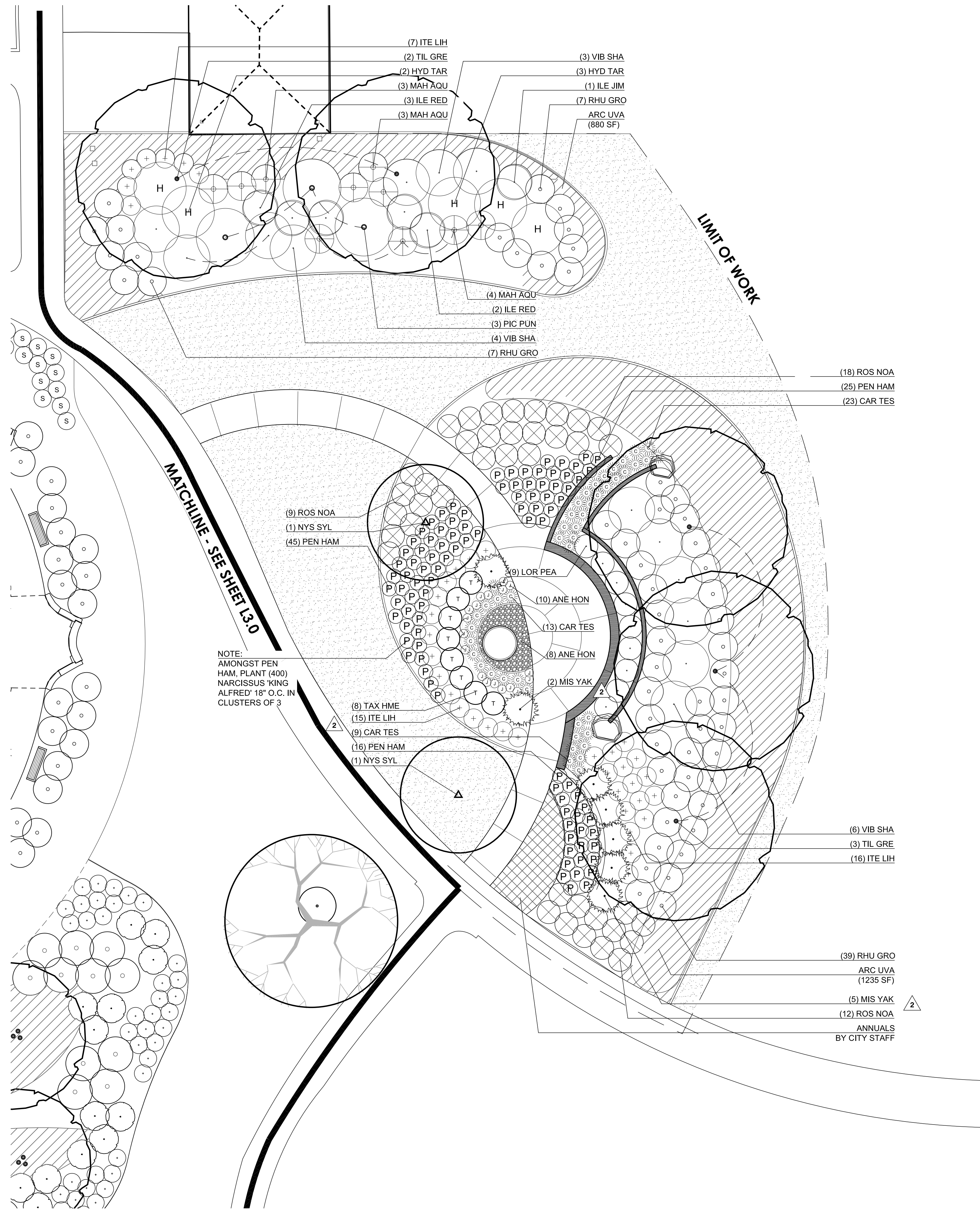
**L2.2**

PROJECT NO. 2034  
12.17.2021  
TEAM: JCL, CG









**PLANT LEGEND #2**

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
<b>TREES</b>			
NYS SYL	<i>Nyssa sylvatica</i>	Black Gum	3" cal
PIC PUN	<i>Picea pungens</i> 'Fat Albert'	Fat Albert Spruce	8' ht. min
TIL GRE	<i>Tilia cordata</i> 'Greenspire'	Little-leaf Linden	2" cal
<b>SHRUBS</b>			
ARC UVA	<i>Arctostaphylos uva-ursi</i> 'Massachusetts'	Kinnikinnick	1 gal
LOR PEA	<i>Loropetalum chinense</i> 'Peack'	Purple Pixie Dwarf Loropetalum	5 gal
HYD TAR	<i>Hydrangea paniculata</i> 'Tardiva'	Panicle Hydrangea	5 gal
ILE JIM	<i>Ilex verticillata</i> 'Jim Dandy'	Winterberry	5 gal
ILE RED	<i>Ilex verticillata</i> 'Red Sprite'	Red Sprite Winterberry	3 gal
ITE LIH	<i>Itea virginica</i> 'Little Henry'	Virginia Sweetspire	3 gal
ANE HON	<i>Japanese anemone</i> 'Honorine Jobert'	Windflower	1 gal
MAH AQU	<i>Mahonia aquifolium</i>	Holly-leaf Oregon-grape	2 gal
RHU GRO	<i>Rhus aromatica</i> 'Gro-Low'	Fragrant Sumac	2 gal
ROS NOA	<i>Rosa x 'Noare'</i>	Flower Carpet Red Rose	3 gal
VIB SHA	<i>Viburnum plicatum</i> f. <i>tomentosum</i>	Doublefile Viburnum	5 gal
<b>GRASSES</b>			
CAR TES	<i>Carex testacea</i>	New Zealand Hair Sedge	1 gal
MIS YAK	<i>Miscanthus sinensis</i> 'Yakushima Dwarf'	Chinese Silver Grass	5 gal
PEN HAM	<i>Pennisetum alopecuroides</i> 'Hamelyn'	Dwarf Fountain Grass	1 gal.

- LANDSCAPE NOTES**
1. ALL LANDSCAPE PLANTING AREAS SHALL RECEIVE 3" OF FULLY STABLE COMPOST ROTOTILLED INTO THE TOP 4" OF TOPSOIL. DO NOT ADD COMPOST OR ROTOTILL IN PLANTING AREAS DIRECTLY WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN.
  2. RAKE SMOOTH ALL PLANTING AREAS FOLLOWING ROTOTILLING OF SOIL. REMOVE ALL STONE AND CONSTRUCTION DEBRIS LARGER THAN 1" Ø PRIOR TO PLANTING
  3. ALL PLANTING AREAS SHALL RECEIVE 3" OF UNSETTLED ORGANIC MULCH.
  4. INSTALL ALL PLANTS WITH THE TOP OF THE CONTAINER SOIL LINE FLUSH TO ADJACENT SOIL. REMOVE ANY BROKEN LIMBS UPON PLANTING.
  5. WHEN THE HOLE IS 2/3RD BACKFILLED, SPREAD FERTILIZER AND MYCCHORIZAE EVENLY AROUND THE PLANT AND COMPLETE BACKFILL.
  6. PROVIDE MYCCHORIZAE (MYCCHORIZAL APPLICATIONS MYCOCOAPPLY) AND GRANULAR FERTILIZER (APEX 22-6-8 NPK PLUS) TO EACH NEW PLANT PER THE MANUFACTURER'S RECOMMENDATIONS.
  7. PROVIDE AGED BARK MULCH TO A DEPTH OF 2"-3" THROUGHOUT ALL PLANTING BEDS UNLESS OTHERWISE INDICATED ON THE PLANS.
  8. ALL AREAS NOTED AS "ROCK MULCH" ARE TO RECEIVE 1-1/2" SONOMA GOLD CRUSHED ROCK TO A DEPTH OF 3".
  9. ALL PLANTINGS ARE TO BE WARRANTED FOR 12 MONTHS FROM THE TIME OF SUBSTANTIAL COMPLETION. REPLACE OR REPAIR ALL PLANT MATERIAL THAT IS EITHER DEAD OR DYING WITHIN THE WARRANTY PERIOD. ALL REPLACEMENT WORK SHALL MEET THE ORIGINAL PLANTING SPECIES AND CONDITIONS AS NOTED ON THIS SHEET AND AT NO ADDITIONAL COST TO THE OWNER. THE INSTALLING CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR NEGLIGENCE BY THE OWNER OR OWNER'S SITE MANAGEMENT NOR WEATHER EXTREMES.



**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
**DON JONES PARK**  
**CENTRAL POINT, OREGON 97502**

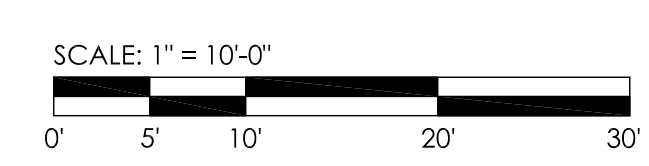


**REVISIONS**

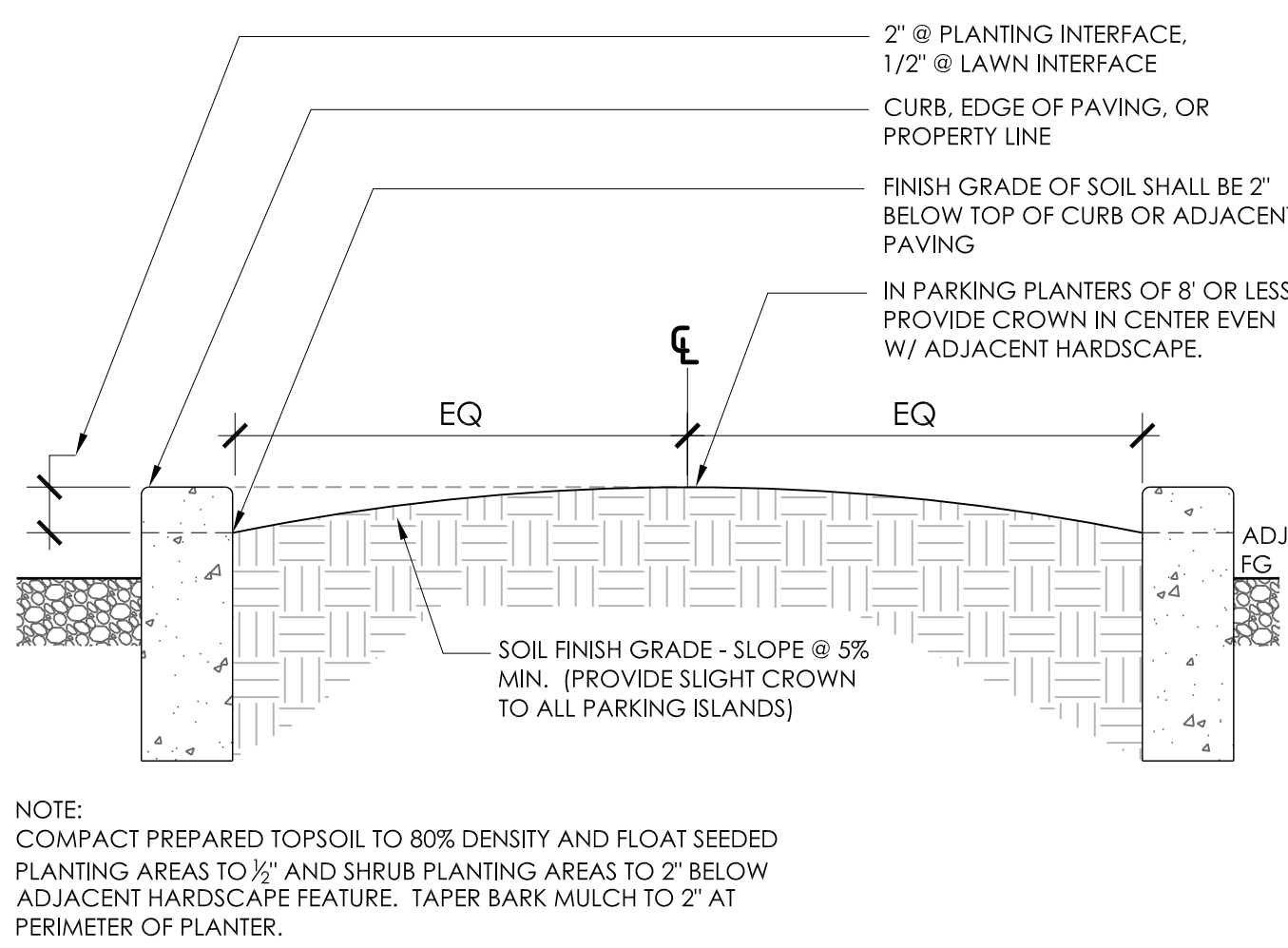
#	DATE	DESCRIPTION
2	02.25.22	Addendum

**BID SET**  
**RICHARDSON MEMORIAL PLANTING PLAN**

**L3.1**  
 PROJECT NO. 2034  
 12.17.2021  
 TEAM: JCL, CG

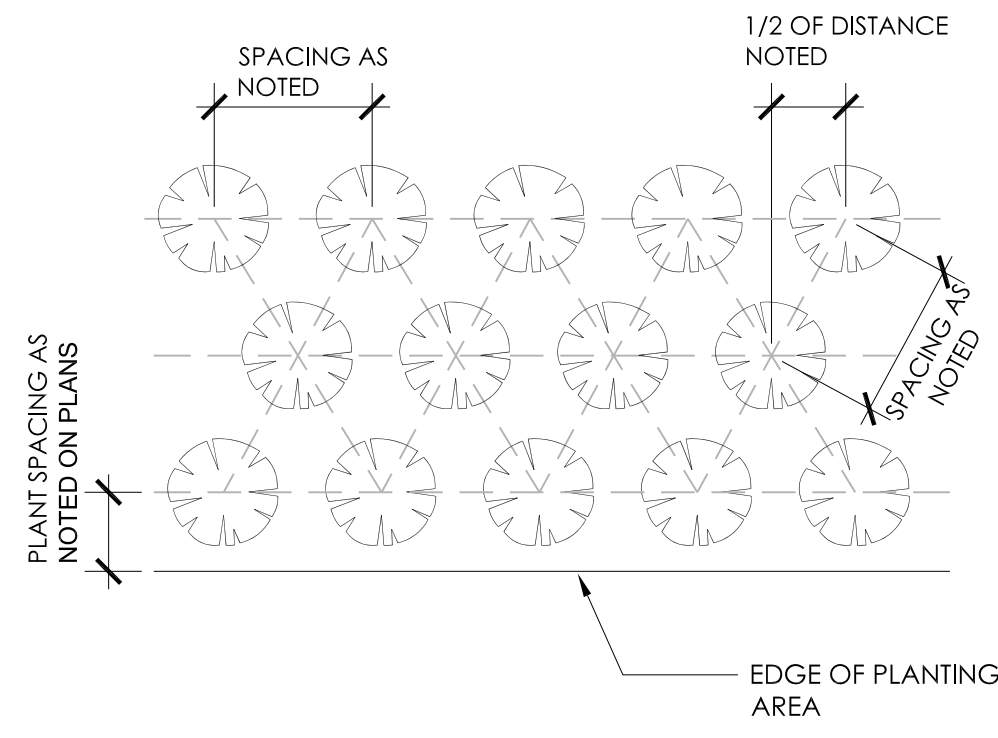




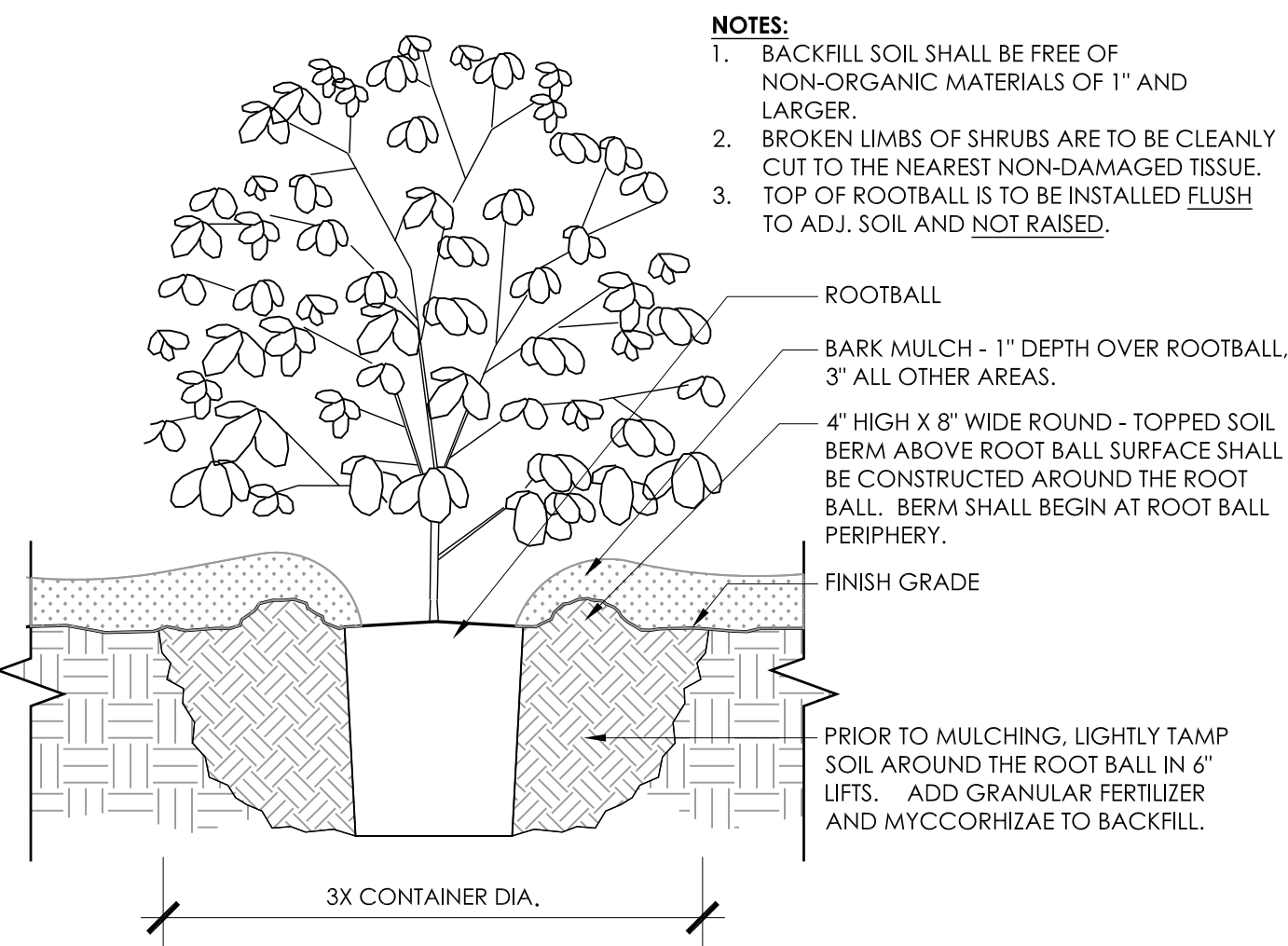


**1 SECTION: SOIL PROFILE ADJACENT TO HARDSCAPE**  
Scale: 1"= 1'-0"  
D:Soil\_01.dwg

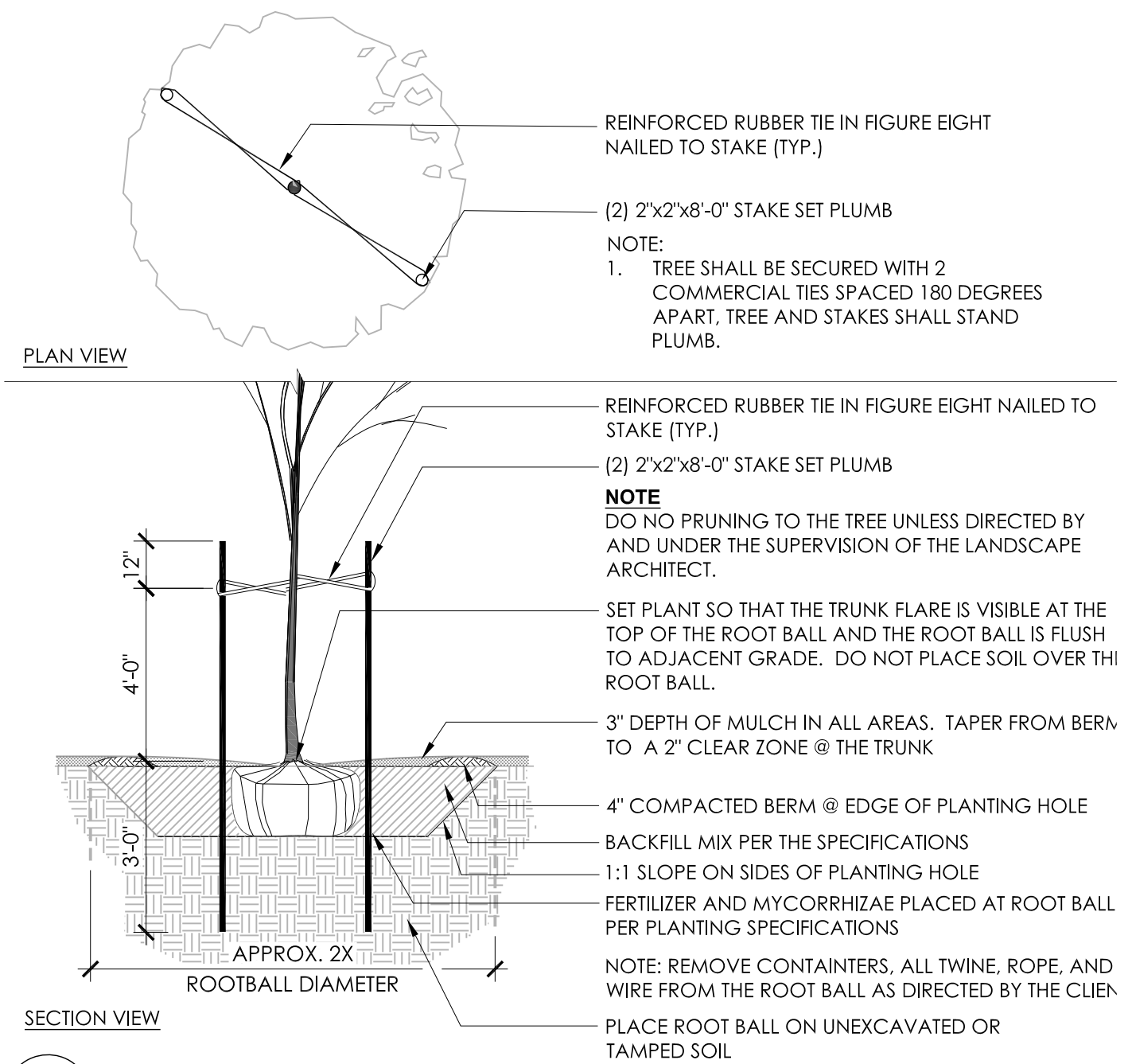
PLANT SPACING MULTIPLICATION TABLE	X FACTOR
12" O.C.	1.156 (X AREA)
18" O.C.	0.513
24" O.C.	0.288
30" O.C.	0.184
36" O.C.	0.128
48" O.C.	0.072



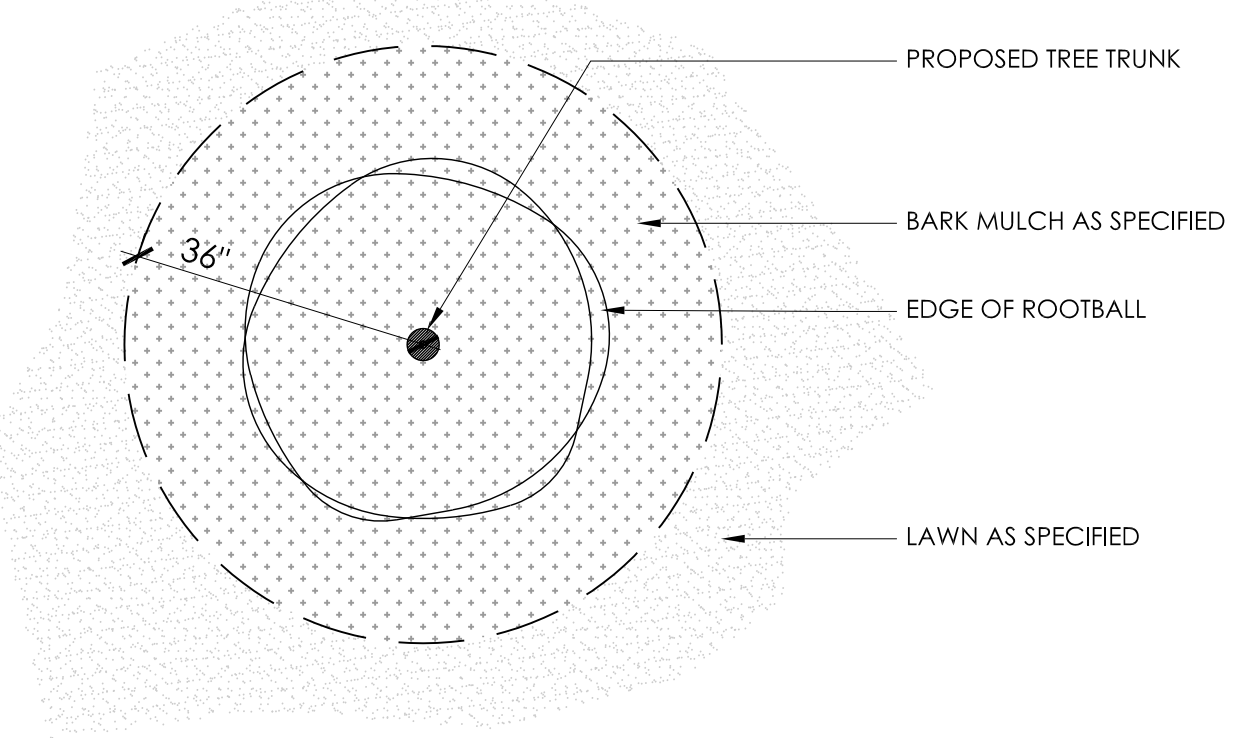
**2 PLAN: GROUNDCOVER PLANTING LAYOUT**  
Scale: 1"= 1'-0"  
D:EDGEANDLAWNS.dwg



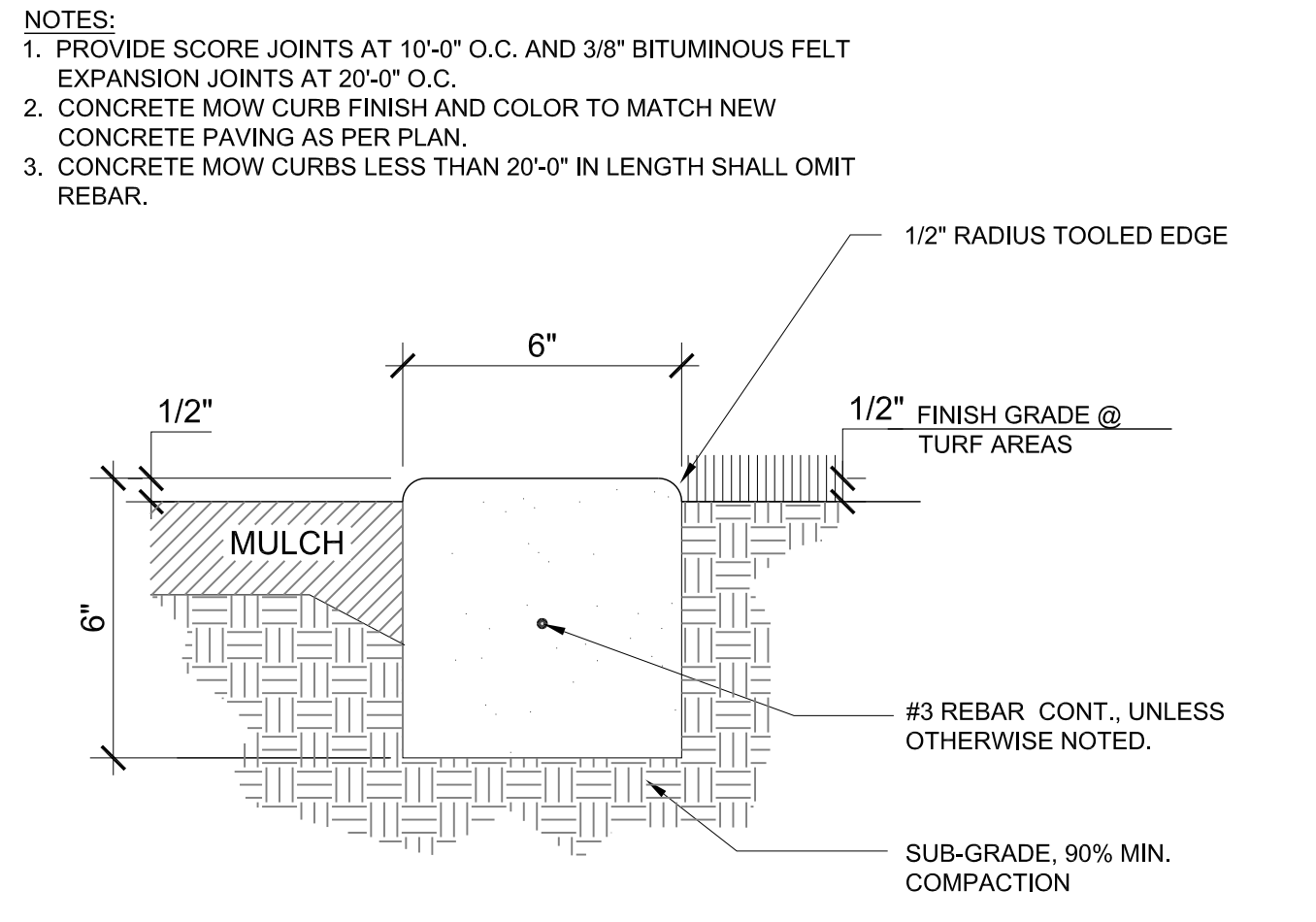
**3 SECTION: SHRUB PLANTING**  
Scale: 1"= 1'-0"  
D:Shrub-01.dwg



**4 DETAIL: TREE PLANTING**  
Scale: 1/2"= 1'-0"  
D:tree-08.dwg



**5 PLAN: MULCH RING @ LAWN TREE**  
Scale: 1"= 1'-0"  
D:Mulchring-01.dwg



**6 SECTION: CONCRETE MOWSTRIP**  
Scale: 3"= 1'-0"  
D:21460N3160K91.dwg



**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
DON JONES PARK  
CENTRAL POINT, OREGON 97502



REVISIONS		
#	DATE	DESCRIPTION
2	02.25.22	Addendum
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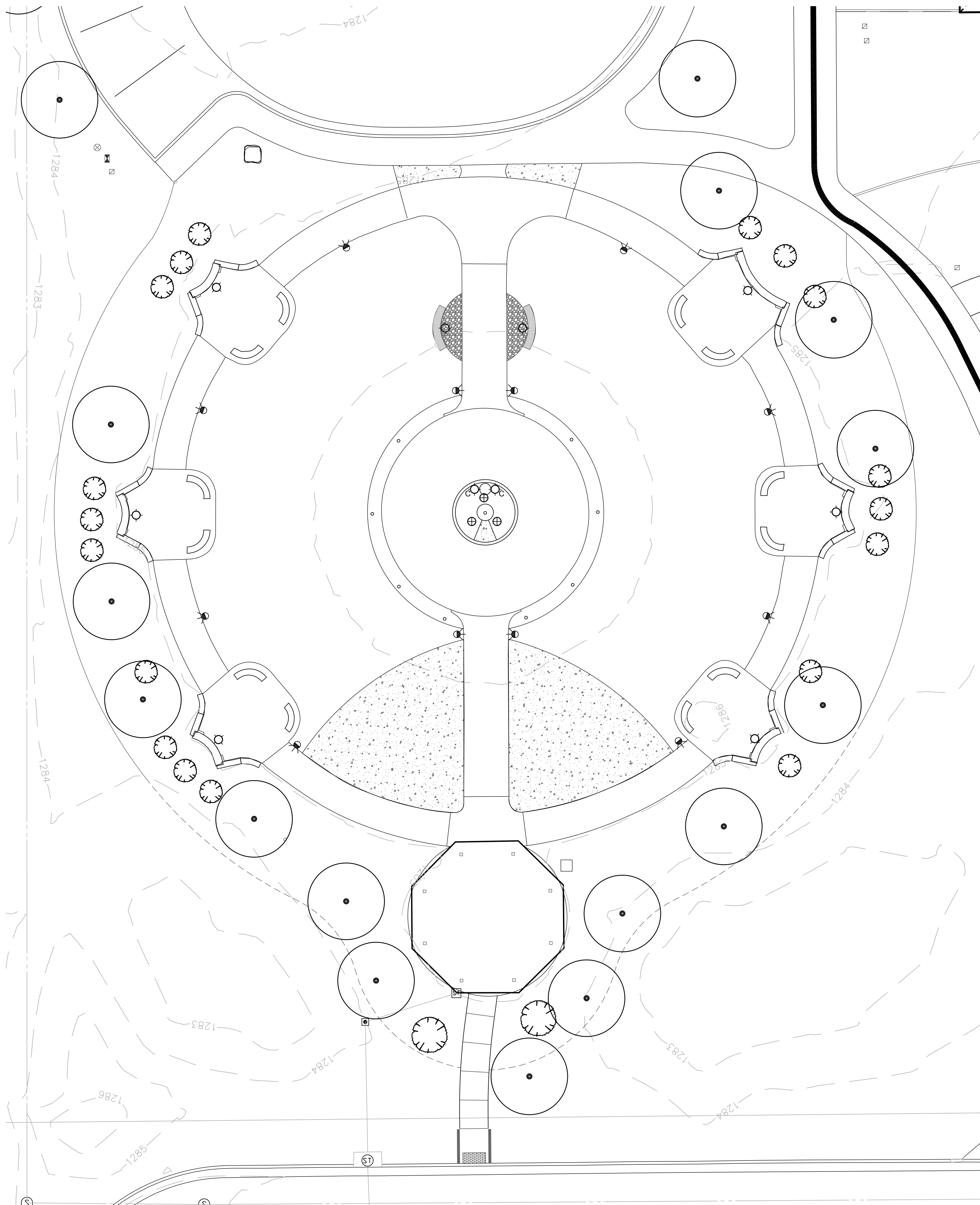
BID SET

LANDSCAPE PLANTING DETAILS

**L3.2**

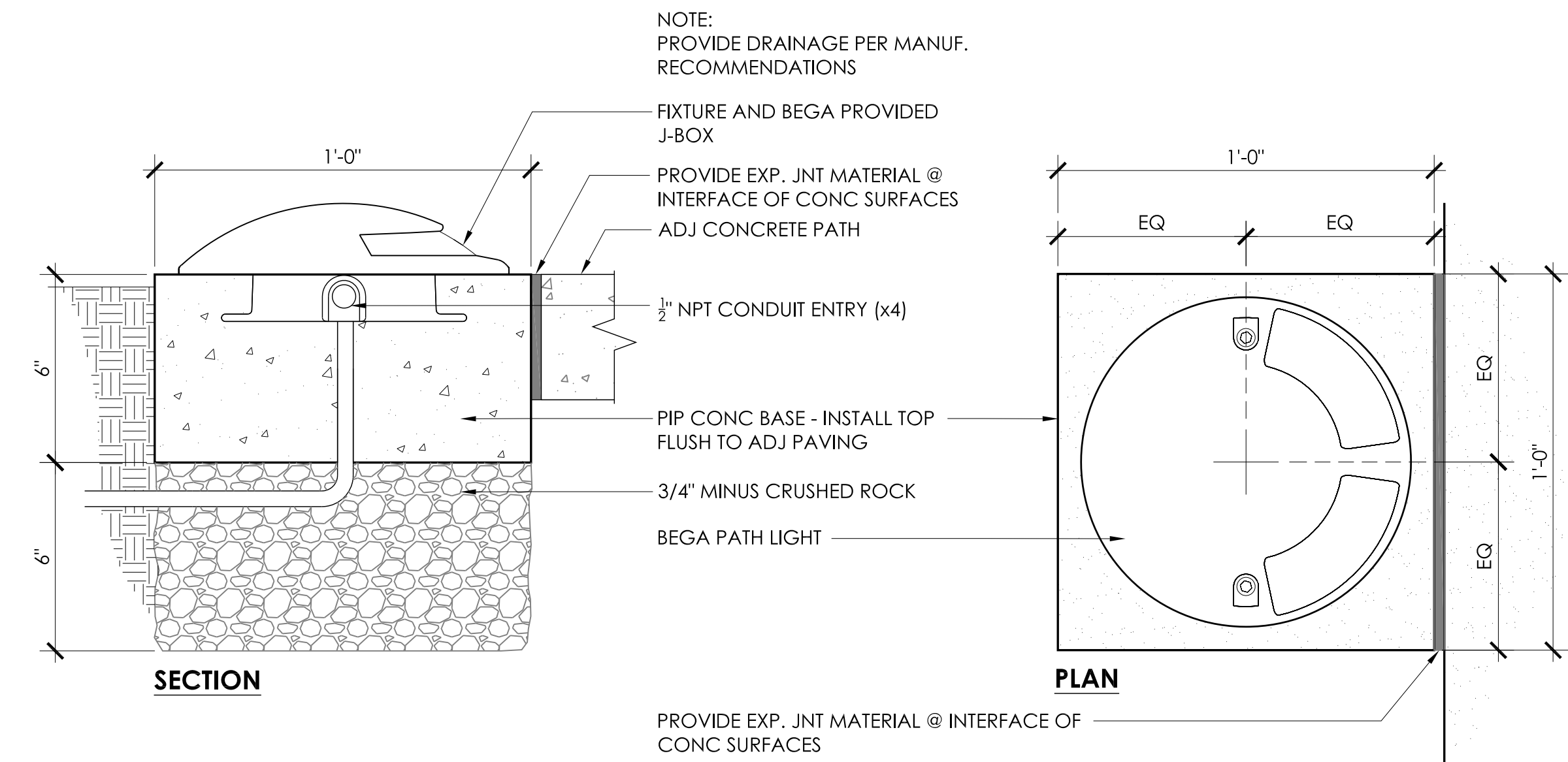
PROJECT NO. 2034  
12.17.2021  
TEAM: JCL, CG



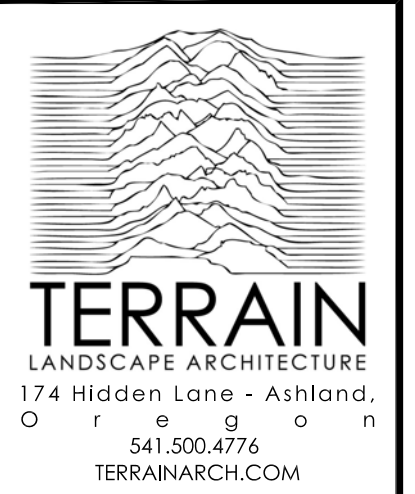
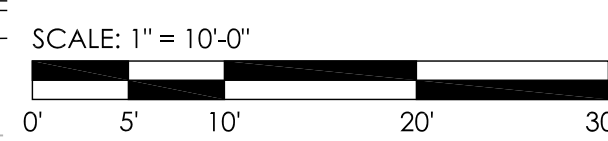


SCHEMATIC LIGHTING LEGEND				
SYMBOL	FIXTURE	MANUFACTURER	MODEL	ACCESSORY
	PATH LIGHT	BEGA	77089; TWIN 90° PORTS	
	UP LIGHT / SCULPTURE	ABL-Hydrel	M9410C-A-LED P1 40K	
	UP LIGHT / WALL	ABL-Hydrel	MVOLT WWD FLC 34B M9410C-B-LED P2 30K MVOLT WWD FLC SR 34B	
	UP LIGHT / FLAG	ABL-Hydrel	RFPDX7 12LED WHT41K MVOLT NSP IHL	

1. THIS PLAN IS SCHEMATIC IN LAYOUT AND IS INTENDED AS A GUIDE. ALL FINAL LAYOUT AND POWER SUPPLY TO BE DETERMINED BY THE INSTALLER.  
 2. THE INSTALLER SHALL MEET ALL LOCAL AND STATE REQUIREMENTS FOR THE INSTALLATION OF THE SITE LIGHTING.



**1** DETAIL: PATH LIGHT  
 Scale: 3" = 1'-0"



**WAR VETERANS & DENNIS RICHARDSON MEMORIALS**  
 DON JONES PARK  
 CENTRAL POINT, OREGON 97502



REVISIONS		
#	DATE	DESCRIPTION
2	02.25.22	Addendum

BID SET  
 SCHEMATIC LIGHTING PLAN

**L4.0**  
 PROJECT NO. 2034  
 12.17.2021  
 TEAM: JCL, CG



Knife River Materials - Medford

COCP WAR VETERANS &amp; DENNIS RICHARDSON ME

Zeedyk, Richard

## BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
<b>00200 TEMPORARY FEATURES AND APPURTENANCES</b>					
10	MOBILIZATION	1.000	LS	45,000.00	45,000.00
20	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1.000	LS	1,000.00	1,000.00
30	EROSION AND SEDIMENT CONTROL	1.000	LS	250.00	250.00
<b>00300 ROADWORK</b>					
40	CONSTRUCTION SURVEY WORK	1.000	LS	2,430.00	2,430.00
50	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.000	LS	26,000.00	26,000.00
<b>00400 DRAINAGE AND SEWERS</b>					
60	4-INCH SEWER PIPE	200.000	LF	73.00	14,600.00
70	CATCH BASINS, AREA DRAIN	1.000	EA	650.00	650.00
<b>00500 BRIDGES</b>					
95	SEAT WALL ALT	65.000	LF	310.00	20,150.00
105	RETAINING WALL ALT	58.000	LF	370.00	21,460.00
<b>00700 WEARING SURFACES</b>					
110	CONCRETE MOW STRIP	437.000	LF	35.00	15,295.00
120	CONCRETE WALKS	950.000	SF	19.00	18,050.00
135	EXPOSED AGGREGATE CONCRETE	1,200.000	SF	20.00	24,000.00
<b>00900 PERMANENT TRAFFIC CONTROL AND ILLUMINATION</b>					
145	LIGHTING ALT	1.000	LS	60,000.00	60,000.00
<b>01000 RIGHT-OF-WAY DEVELOPMENT AND CONTROL</b>					
150	FOUNTAIN	1.000	EA	99,500.00	99,500.00
170	SEEDING	4,140.000	SF	0.40	1,656.00
180	TOPSOIL	560.000	CY	90.00	50,400.00
190	MULCH	63.000	CY	95.00	5,985.00
200	TREE - 1 1/4-INCH CAL	2.000	EA	560.00	1,120.00
210	TREE - 2-INCH CAL	3.000	EA	670.00	2,010.00
220	TREE - 3-INCH CAL	2.000	EA	1,100.00	2,200.00
230	TREE - 8 FOOT HEIGHT MINIMUM	3.000	EA	560.00	1,680.00
240	SHRUB PLANTING - 1 GALLON	311.000	EA	34.00	10,574.00
250	SHRUB PLANTING - 2 GALLON	204.000	EA	34.00	6,936.00
260	SHRUB PLANTING - 3 GALLON	92.000	EA	44.00	4,048.00
270	SHRUB PLANTING - 5 GALLON	211.000	EA	48.00	10,128.00
280	ANNUALS - 4-INCH POT	497.000	EA	16.00	7,952.00
290	BULBS	1.000	LS	2,200.00	2,200.00
310	BOULDERS	2.000	EA	1,050.00	2,100.00
320	IRRIGATION SYSTEM	1.000	LS	95,000.00	95,000.00
<b>Bid Total</b>					<b>\$552,374.00</b>

Attachment: KRM Revised Bid Proposal (002) (1524 : Dennis Richardson/War Memorial - Bid Opening)

**AFFIDAVIT OF PUBLICATION**

\*\*\*\* THIS IS NOT A BILL \*\*\*\*

On Behalf of:  
CITY OF CENTRAL POINT-Legal  
140 S THIRD ST  
CENTRAL POINT, OR 97502

STATE OF OREGON COUNTY OF JACKSON:

I, Kristy Gallon, being first duly sworn, depose and say that I am the principal clerk of Mail Tribune, a newspaper of general circulation, as defined by ORS 193.010 and 193.020; printed at Medford in the aforesaid county and state; that the public notice, a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 2 successive and consecutive insertion(s) in the following issues 1/9/2022, 1/16/2022 (HERE SET FORTH DATES OF ISSUE).

Kristy Gallon  
Affiant

Subscribed and sworn to before me this  
3<sup>rd</sup> day of Feb, 2022.

Lennie L Roy  
Notary State of Oregon County of Jackson

My commission expires Sept. 24, 2022



Rosebud Media - Mail Tribune  
111 N Fir St, Medford, OR 97501

Publication Cost: \$424.90 | Advertisement For Bids  
Ad No: 5246 Customer No: 100867

**COPY OF ADVERTISEMENT**

**Department of Public Works**  
**ADVERTISEMENT FOR BIDS**  
**NOTICE TO CONTRACTORS**  
**PUBLIC IMPROVEMENT PROJECT:**  
**DON JONES PARK WAR VETERANS AND DENNIS RICHARDSON MEMORIAL PROJECT #8100863**

Sealed bids will be opened and publicly read at the City of Central Point, City Hall, 140 South 3rd Street, Central Point, OR 97502 at 2:00 PST on **February 8, 2022**, for the above referenced project. Bids must be submitted to Matt Samlora, Parks and Public Works Director, at the same address prior to 2:00 PST on the above date. Subcontractor Disclosure forms must be submitted prior to 4:00 PST on the same date.

Bidders must be prequalified in order to be eligible for award. Pre-qualification may be with the City of Central Point, City of Medford, or the Oregon Department of Transportation. If the bidder is disqualified in any of these jurisdictions, the bidder will be ineligible for this contract.

Award of contract will not be final until the later of: 1) three (3) business days after the City of Central Point announces Notice of Intent to Award; or 2) the City of Central Point provides a written response to each timely protest, denying the protest and affirming the award.

On all projects, work performed by the Contractor's own organization must be at least 30% of the awarded contract amount.

Plans and specifications will be available online only at [www.centralpointoregon.gov](http://www.centralpointoregon.gov) or [www.questcdn.com](http://www.questcdn.com) beginning January 6th, 2022. The complete digital contract documents may be downloaded for a \$15.00 non-refundable fee by inputting the QuestCDN project #8100863 on the website's Project Search page. Please contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information.

**COST ESTIMATE: \$440,000**

This project consists of Improvements of an existing site to become the Don Jones Park War Veterans and Dennis Richardson Memorial. This work will include demolition work, construction of sewer service, ornamental fountain, hardscaping, landscaping, and irrigation improvements.

Work shall begin no earlier than **February 22, 2022**, and must be completed no later than **July 15th, 2022**. Please direct all questions to Greg Graves at 541-664-3321 (x225) or [greg.graves@centralpointoregon.gov](mailto:greg.graves@centralpointoregon.gov). The deadline for questions is February 3, 2022.

No bid will be received or considered by the City of Central Point unless bidder signs the bid statement.

The contract is for public work subject to ORS 279C.600 to 279.870. This project is subject to Oregon prevailing wage rates.

The City of Central Point may reject any bid not in compliance with all public bidding procedures and requirements and may reject for good cause any or all bids upon a finding by the City of Central Point that it is in the public interest to do so.

**CITY OF CENTRAL POINT**  
Matt Samlora, Parks and Public Works Director  
Advertised: January 9, 2022  
January 9 and 16, 2022

Attachment: 20220406142002 (1524 : Dennis Richardson/War Memorial - Bid Opening)



**CITY OF CENTRAL POINT  
DEPARTMENT OF PUBLIC  
WORKS**

Matt Samitore, Parks and  
Public Works Director  
Published Jan. 7 & 14, 2022.

12066911

**PUBLIC IMPROVEMENT PROJECT:  
DON JONES PARK WAR VETERANS  
AND DENNIS RICHARDSON  
MEMORIAL**

**Bids due 2:00 pm, February 8, 2022  
ADVERTISEMENT FOR BIDS  
PROJECT #8100863**

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Award of contract will not be final until the later of: 1) three (3) business days after the City of Central Point announces Notice of Intent to Award; or 2) the City of Central Point provides a written response to each timely protest, denying the protest and affirming the award.

On all projects, work performed by the Contractor's own organization must be at least 30% of the awarded contract amount.

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The City of Central Point may reject any bid not in compliance with all public bidding procedures and requirements and may reject for good cause any or all bids upon a finding by the City of Central Point that it is in the public interest to do so.

CITY OF CENTRAL POINT

Attachment: 20220406142002 (1524 : Dennis Richardson/War Memorial - Bid Opening)

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

A RESOLUTION APPROVING THE LOWEST QUALIFIED BID FOR THE CONSTRUCTION OF DENNIS RICHARDSON AND WAR MEMORIAL PROJECTS TO KNIFE RIVER MATERIALS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT.

RECITALS:

A. WHEREAS, the City recently published a solicitation for lowest bids for the construction of the Dennis Richardson and War Memorial Bid.

B. WHEREAS, the City received two bids.

C. WHEREAS, the lowest bid was submitted by Knife River Materials, Inc. for \$452,374.

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

**Section 1.** The City Council hereby accepts the lowest bid from Knife River Materials Inc. for the construction of the Dennis Richardson and War Memorial Projects.

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

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

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

Attachment: resol\_2022 paving projects (1524 : Dennis Richardson/War Memorial - Bid Opening)





---

**LEGAL ANALYSIS:**

The City of Central Point owns the property located at 123 N. 2nd Street, Central Point. Under the provisions of Oregon Revised Statute (ORS) Chapter 221, the City possesses the ability to sell real property.

Central Point Legal Counsel has reviewed the resolution declaring the Senior Center property surplus and authorizing the City Manager to execute a purchase and sale agreement with RVCOG.

---

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

Strategic Priority – Community Investment

GOAL 2 - Be a city filled with happy, healthy people who are thriving.

STRATEGY 1 – Develop and maintain positive partnerships with public and private entities and the community to understand community needs, and leverage resources to develop and deliver opportunities for personal, professional, and/or vocational development. (Recreation Programs, Maker Space, Artisan Corridor, Volunteerism, Community Events, etc.) (Nurturing individuals skills and personal growth is an essential element to Central Point's vitality. While this is an organic process that must be desired by individuals in the population, the City can make investments that consider and further the goal of providing an environment that is supportive of this objective.)

---

**STAFF RECOMMENDATION:**

Staff recommends approval of a resolution declaring the Senior Center property surplus and authorizing the City Manager to execute a purchase and sale agreement with RVCOG.

---

**RECOMMENDED MOTION:**

*I move to approve a resolution declaring the property located at 123 N. 2nd Street surplus and authorizing the City Manager to execute a purchase and sale agreement with RVCOG.*

---

**ATTACHMENTS:**

1. RESO Sale of Surplus Property - Senior Center
2. RVCOG Purchase and Sale Agt

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

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 123 N. 2<sup>ND</sup> STREET, CENTRAL POINT SURPLUS AND AUTHORIZING THE SALE OF SUCH PROPERTY TO ROGUE VALLEY COUNCIL OF GOVERNMENTS

Recitals:

- A. The City of Central Point owns certain real property consisting of a 3,100 square foot commercial/civic building located on .18 acres, which has been operated as the Central Point Senior Center more particularly described as Map No. 37-2W-03DD Tax Lot 7200 (the "Property").
- B. The Rogue Valley Council of Governments operates meal programs for seniors and desires to purchase the Property from the City to operate its senior meals programs from the Property.
- C. The City has no other reasonable use for the Property.
- D. The City has determined that no public purpose would be furthered by retaining ownership of the above Property and that it would be in the best interest of the City to declare the Property surplus and sell the Property to RVCOG for its appraised value pursuant to its authority to sell such surplus property under Central Point Municipal Code 2.40.120.A.1.

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

Section 1. The Property is declared to be surplus.

Section 2. The Property shall be sold to RVCOG at its appraised value.

Section 3. The City Manager is authorized to enter into that Real Estate Purchase and Sale Agreement attached hereto and to take any other steps necessary to effectuate the terms of this Resolution and to close on the sale of the Property as provided in the attached agreement.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of April 2022.

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

ATTEST:

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

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**DATE:** \_\_\_\_\_, 2022 (date of last signature)

**BETWEEN:** **City of Central Point, Oregon** (“Seller”)  
An Oregon municipal corporation  
140 South Third Street  
Central Point, Oregon 97502-2216

**AND:** **Rogue Valley Council of Governments** (“Purchaser”)  
P.O. Box 3275  
Central Point, Oregon 97502

**RECITALS**

**A.** Seller is the owner of certain real property located at 123 N. 2nd Street, Central Point, Jackson County, Oregon, and commonly known as Map No. 37-2W-03DD Tax Lot 7200 (“the subject property”). The subject property is approximately .18 acres in size and is developed with a 3100 square foot (GBA) commercial/civic building. A more particular description of the subject property is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B.** Seller desires to sell the subject property to Purchaser and Purchaser desires to purchase the subject property from Seller.

**AGREEMENT**

In consideration of the mutual promises, covenants and undertakings of the parties herein contained, the parties hereby agree as follows:

**1. Recitals.** The parties acknowledge and agree that the Recitals set forth above are incorporated herein and deemed a material part of this Agreement.

**2. Purchase Price.** Seller agrees to sell and convey all of Seller’s right, title and interest in the subject property to Purchaser and Purchaser agrees to buy the subject property from Seller for the sum of **Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00)** (“the Purchase Price”).

**2.1** The Purchase Price shall be paid in cash at Closing.

**3. Title.** Seller warrants and represents that Seller is the fee simple owner of the subject property and that Seller has the right and authority to convey the subject property to Purchaser free and clear of any other claims of title and subject only to encumbrances of record and such recurring assessments and liens for real property taxes, irrigation districts or other governmental or quasi-governmental entities. Seller shall convey title to the subject property by Statutory Warranty Deed, properly executed and notarized conveying title to Purchaser. Seller, at Seller's sole expense, shall provide Purchaser with a standard owner's title insurance policy in the amount of the Purchase Price from Ticor Title Insurance located at 1555 East McAndrews Road, Suite #100, Medford, Oregon, 97504 ("the Escrow Agent"). Purchaser, at Purchaser's sole expense, shall have the right to instruct the Escrow Agent to issue additional title insurance endorsements desired by Purchaser. Upon complete execution of this Agreement, Seller, at Seller's sole expense, shall order a preliminary title report ("Title Report") from the Escrow Agent with a copy of the Title Report being delivered to Purchaser. Purchaser shall have 15 business days from the date of Purchaser's receipt of the Title Report in order to notify Seller in writing of any exceptions unacceptable to Purchaser ("Objection Notice"). Seller shall notify Purchaser of its intent to remove or not to remove the exceptions stated in the Objection Notice within 10 business days of Seller's receipt of the Objection Notice. Purchaser shall have no obligation to close if the parties are unable to resolve title issues concerning the subject property. Purchaser's failure to issue Seller the Objection Notice within the time allowed will be deemed as Purchaser's acceptance of the exceptions to title set forth in the Title Report.

**4. Due Diligence Contingency.** Purchaser's purchase of the subject property is contingent upon Purchaser's inspection, review and approval of the physical condition of the subject property, including, but not limited to, title matters, the physical and environmental condition of the subject property, an appraisal, governmental regulations affecting the subject property, and all matters that bind the subject property or will affect its use ("the Due Diligence Contingency"). Purchaser shall provide Seller prior written notice of any intended physical testing to be conducted on the subject property. In the event of physical testing conducted on the subject property, Purchaser, at Purchaser's sole expense, shall cause the subject property to be restored to its original condition unless such requirement is waived in writing by Seller. Purchaser shall give written notice to Seller no later than 5:00 p.m. on the 30<sup>th</sup> day following the date of this Agreement of Purchaser's intent to remove or not to remove the Due Diligence Contingency. In the event no written notice is given to Seller within the Due Diligence Period to remove the Due Diligence Contingency, the Due Diligence Contingency shall be deemed waived by Purchaser. In the event Purchaser elects not to remove the Due Diligence Contingency in accordance with this Section, this Agreement shall be deemed terminated without further notice to the parties.

**5. City Council Contingency.** The sale of the subject property is contingent upon the Central Point City Council's approval of this transaction. In the event the City Council Contingency is not met prior to Closing, this Agreement shall be deemed terminated.

**6. Conditions of Access.** Purchaser and its agents must have full access for the purpose of conducting Purchaser's inspections and satisfying other contingencies described herein. Purchaser agrees to indemnify and hold Seller harmless from all loss, damage, or

liability caused as a result of Purchaser or Purchaser's agents' access to the Property under this Section 6, which obligations shall survive any termination of this Agreement or Purchaser's completion of the purchase of the Property. Purchaser shall not conduct any invasive testing of the Property (e.g., Phase II environmental testing) without Seller's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

**7. As Is.** Except as otherwise stated herein, the parties hereby acknowledge and agree that this is an "AS IS" transaction and, except as otherwise expressly stated herein, Seller makes no representations or warranties as to the condition of subject property, or its fitness for a particular purpose.

**8. Due Performance.** Due performance of the terms, conditions, and agreements of this Agreement to be performed by a party and the accuracy of the representations and warranties of each as of the Closing Date is a condition to closing by the other party. Such performance shall include, without limitation, execution and delivery in proper form of all of the documents required hereunder to be delivered on the Closing Date and the rendering of all other performances and undertakings contemplated hereunder.

**9. Closing Date.** Closing shall occur no more than thirty (30) days following the completion of the Due Diligence period ("Closing Date") at the offices of the Escrow Agent. The terms *closed*, *closing* or *closing date* mean when the deed is recorded, and funds are available to Seller.

**10. Casualty and Condemnation.**

**10.1 Casualty or Condemnation.** In the event of threatened or actual condemnation of a material portion of the subject property prior to the Closing Date, at Purchaser's option, Purchaser may elect to proceed with the purchase of the subject property or may terminate this Agreement by written notice to Seller provided within ten (10) days after Purchaser's receipt of written notice of the occurrence of such threatened or actual condemnation. In the event Purchaser elects to terminate this Agreement, and neither party shall have any further rights, liabilities or obligations hereunder.

**10.2 Election to Close.** If Purchaser elects to proceed with the purchase of the subject property despite a condemnation action, then upon Closing, all condemnation proceeds shall be paid towards payment of the Purchase Price. The Purchase Price shall not be reduced, Purchaser shall have no claim against Seller relating to such condemnation other than any claim relating to the delivery of any condemnation proceeds and Purchaser shall acquire the subject property at Closing in its then condition.

**10.3 Risk of Loss.** Except as otherwise provided herein, the risk of loss prior to Closing rests with Seller.

**11. Closing Provisions.**

**11.1 Closing.** This purchase and sale transaction shall be closed on the Closing Date, unless otherwise extended pursuant to mutual agreement of the parties, at the offices of the Escrow Agent.

**11.2 Funds and Documents.**

**11.2.1 Purchaser's Funds and Documents.** On or before the Closing Date, Purchaser shall cause to be delivered to the Escrow Agent, for delivery to Seller on the Closing Date, each of the following:

- (a) The sum specified in Section 2 herein, which sums are payable in cash, by certified or cashier's check, wire transfer, or otherwise immediately available federal funds.
- (b) All funds required of Purchaser by reason of the prorations and adjustments described herein and the obligations of Purchaser for costs and expenses as set forth herein.
- (c) All documents required pursuant to this Agreement, properly executed by Purchaser.

**11.2.2 Seller's Documents.** On or before the Closing Date, Seller shall cause to be delivered to the Escrow Agent, for delivery to Purchaser on the Closing Date, each of the following:

- (a) Any funds necessary to satisfy Seller's obligations arising from the prorations and adjustments described herein and for costs and expenses as set forth herein, if any.
- (b) All documents required pursuant to this Agreement, properly executed by Seller.

**11.3 Adjustments and Prorations on Closing.** Seller and Purchaser understand that certain items will need to be prorated among the parties at Closing including, but not limited to real property taxes, if any. Real estate taxes payable for the current year, if any, shall be prorated on the Closing Date between the Seller and the Purchaser.

**11.4 Costs of Closing.**

**11.4.1 Seller's Costs and Expenses.** At Closing, Seller shall pay (i) one-half of the Escrow Agent's fee; (ii) the premium for an Owner's standard title insurance policy in the amount of the Purchase Price; (iii) all recording and miscellaneous charges customarily attributable to a Seller in similar transactions; and (iv) attorney fees incurred by Seller with respect to negotiating this Agreement, if any.

**11.4.2 Purchaser's Costs and Expenses.** At Closing, Purchaser shall pay (i) one-half of the Escrow Agent's Fee; (ii) any premium for additional title insurance endorsements desired by Purchaser over and above those provided by a standard title insurance policy (iii) all recording and miscellaneous charges customarily attributable to



purchasers in similar transactions; and (iv) all attorneys' fees incurred by Purchaser with respect to negotiating this Agreement, if any.

## 12. Remedies.

**12.1 Seller's Breach.** If Seller breaches this Agreement or fails to close the sale contemplated hereby through no fault of Purchaser, Purchaser shall be entitled to DAMAGES, SPECIFIC PERFORMANCE OR OTHER INJUNCTIVE OR EQUITABLE RELIEF.

**12.2 Purchaser's Breach.** If Purchaser breaches this Agreement and fails to close the sale contemplated hereby through no fault of Seller, Seller shall be entitled to DAMAGES, SPECIFIC PERFORMANCE OR OTHER INJUNCTIVE OR EQUITABLE RELIEF.

**13. Brokerage Fees.** No real estate brokerage fee or commission is owing in conjunction with this transaction.

## 14. Miscellaneous Provisions.

**14.1 Assignment.** The parties' rights and obligations under this Agreement shall not be assigned to any third party without the other party's prior written consent.

**14.2 Possession.** Purchaser shall be entitled to possession of the subject property on the Closing Date.

**14.3 Attorneys' Fees.** In any proceeding brought to enforce this Agreement or to determine the rights of the parties under this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, its reasonable attorney fees incurred, and all costs and expenses incurred in connection with such a lawsuit, including attorney fees, expenses of litigation, and costs of appeal. For purposes of this Agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy, and judicial proceedings including appeals.

**14.4 Notices.** Notices under this Agreement shall be in writing and shall be effective when actually delivered by hand delivery, electronic correspondence or United States mail directed to the other party at the address set forth below, or to such other address as the party may indicate by written notice to the other:

**Seller:**

City of Central Point  
 c/o Chris Clayton  
 140 South Third Street  
 Central Point, Oregon 97502-2216  
[chris.clayton@centralpointoregon.gov](mailto:chris.clayton@centralpointoregon.gov)



and

Sydnee B. Dreyer  
Jarvis, Dreyer, Glatte, Larsen & Bunick, LLP  
823 Alder Creek Drive,  
Medford, Oregon 97504-8900  
[sbd@medfordlaw.net](mailto:sbd@medfordlaw.net)

**Purchaser:**

Rogue Valley Council of Governments  
c/o Ann Marie Alfrey  
P.O. Box 3275  
Central Point, Oregon 97502  
[amalfrey@rvcog.org](mailto:amalfrey@rvcog.org)

and

Douglas M. McGeary  
Attorney at Law  
2 N. Oakdale Ave.  
Medford, OR 97501  
[doug@douglasmmcgeary.com](mailto:doug@douglasmmcgeary.com)

**14.5 Amendment.** This Agreement may be amended only by written instrument executed by Seller and Purchaser.

**14.6 Representations and Warranties.** All representations and warranties made herein shall survive Closing.

**14.7 Entire Understanding.** This Agreement, and the documents incorporated herein, consists of the entire Agreement between the parties with relation to the conveyance of the subject property.

**14.8 Time of Essence.** Time is of the essence of this Agreement.

**14.9 Applicable law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**14.10 Counterparts.** This Agreement may be executed by the parties in separate counterparts. For the purposes of this Agreement, a facsimile or electronic copy of a signature shall have the same force and effect as an original signature.

**14.11 Statutory  
Disclaimer.**

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY  
NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING

STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below.

SELLER:

PURCHASER:

CITY OF CENTRAL POINT

ROGUE VALLEY COUNCIL OF GOVERNMENTS

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

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

\_\_\_\_\_  
By: Ann Marie Alfrey, Executive Director



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

**TO:** City Council **DEPARTMENT:** City Manager

**FROM:** Chris Clayton, City Manager

**MEETING DATE:** April 14, 2022

**SUBJECT:** Resolution No. \_\_\_\_\_, Approving an Agreement between the City of Central Point and the Central Point Chamber/Visitor Information Center for Community Outreach and Engagement Services

**ACTION REQUIRED:** Resolution **RECOMMENDATION:** Approval

#### BACKGROUND INFORMATION:

The City of Central Point contracts with the Central Point Chamber of Commerce to operate the City's Visitors Information Center (VIC). Historically, this contractual arrangement has been managed through a mutually adopted agreement. Although still being used as a framework, the existing agreement is expired, and both the City and Chamber are pursuing a renewal.

In the latest version of the VIC operating agreement, the City was responsible for \$1,866.67 for operations and \$1338.00 per month for office lease costs. The office lease cost originated when the City requested the Chamber move from its old location on Manzanita Street to its current office located at 650 E. Pine Street.

In addition, the City and Chamber had a recent discussion regarding potentially relocating the Chamber of Commerce and Visitors Information Center to City Hall. However, the Chamber Board decided they would prefer to remain at their existing location on Pine Street until space became available in the future City of Central Point Community Center.

After discussing the renewal option with the City Council, it was decided to incorporate historic office lease costs into the Chamber's compensation for VIC operations and allow them to pursue a property lease independent of the City of Central Point

#### FINANCIAL ANALYSIS:

In the previous Visitors Information Center agreement, the City was financially obligated to the following:

1. Monthly lease payment for office space of \$1,338.00.
2. Monthly payments for VIC operations of \$1,866.67.

In addition, The City has been considering the following financial information in analyzing the agreement.

1. Over the past 36 months, average inflation has been 2.7% (hyperinflation has persisted in recent months).
2. The property owners of 650 E. Pine Street have offered a new 24-month lease agreement at a rate of \$1,470.00 per month.
3. The City Currently commits \$ 15,500 biennially to Community/Chamber Special Events.

The 2021-2023 City of Central Point Budget allocated \$291,030 for General Fund/City Enhancement/Tourism Promotion. All non-event-specific funding related to the operation of the Visitors Information Center is programmed in this budget line item. Event-specific funding programmed for the Central Point Chamber of Commerce is allocated under General Fund/City Enhancement/Community Events.

Should the Council choose to renew the Visitors Information Center operating agreement, the agreement specifies VIC funding levels at \$38,400 (lease and operational payment) per year. However, the City's annual contribution depends on budgetary authority granted by the Central Point Budget Committee & City Council. Prior to budget authorization for VIC funding, the Central Point Chamber of Commerce is required to present a proposed annual budget and provide details on operational specifics, goals and objectives.

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#### **LEGAL ANALYSIS:**

Central Point legal counsel reviewed and assisted in developing the previous (expired) agreement framework and will review proposed changes before council consideration.

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

Strategic Priority: Vibrant Economy

GOAL 2 - Build upon past success to further the purpose of promoting downtown revitalization and renewal.

STRATEGY 3 – Partner with the Chamber of Commerce and the local business community to promote Central Point businesses (Buy Local, Live Local Campaign).

STRATEGY 4 – Promote destination business development through partnerships with the Chamber of Commerce and the local business community.

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#### **STAFF RECOMMENDATION:**

Staff is recommending approval of the attached resolution authorizing the city manager to execute an agreement with the Central Point Chamber of Commerce to operate the City's Visitors Information Center.

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**RECOMMENDED MOTION:**

I move to approve approval of a resolution authorizing the city manager to execute an agreement with the Central Point Chamber of Commerce to operate the City's Visitors Information Center.

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**ATTACHMENTS:**

1. Chamber Agreement Resolution 2022
2. Draft City-Chamber-VIC Agreement

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

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF CENTRAL POINT AND THE CENTRAL POINT CHAMBER OF COMMERCE/VISITOR INFORMATION CENTER FOR COMMUNITY OUTREACH AND ENGAGEMENT SERVICES.

RECITALS:

- A. The City of Central Point retains the authority to reduce costs and produce public benefit through the use privatized contract services.
- B. The City of Central Point and the Central Point Chamber of Commerce/Visitors Information Center deem it to be to their mutual advantage and to be in the best interest of their respective constituencies/membership to enter into this agreement for the purpose of the Chamber of Commerce to provide community outreach and engagement services.

The City of Central Point resolves:

**Section 1.** The attached agreement would allow the Central Point Chamber of Commerce/Visitors Information Center to provide community outreach and engagement services to the City of Central Point.

**Section 2.** Upon approval of this resolution the City Manager is authorized to execute the attached proposal with the Central Point Chamber of Commerce/Visitors Information Center.

**Section 3.** Upon approval of this resolution, the City Manager is authorized to expend funds not to exceed \$38,400 (as appropriated in the 2021-2023 budget) for the purposes of community outreach and engagement.

The City Manager of Central Point is authorized to sign the attached proposal on behalf of the City of Central Point.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

Attachment: Chamber Agreement Resolution 2022 (1526 : Central Point Chamber of Commerce - Visitors Information Center Agreement)

## VISITOR CENTER AGREEMENT

THIS AGREEMENT by and between the CITY OF CENTRAL POINT, a municipal corporation of the State of Oregon hereinafter called "the CITY", and the CENTRAL POINT CHAMBER OF COMMERCE, an Oregon not-for-profit corporation hereinafter called "the CHAMBER," is effective as of June 1, 2022.

### RECITALS

WHEREAS, the CITY desires to contract for tourism promotion utilizing funds derived in whole or in part from transient lodging taxes ("TLT") collected within the CITY; and

WHEREAS, the CHAMBER has the capability and desire to undertake such a tourism promotion program, through a Visitor Information Center ("VIC");

NOW THEREFORE the parties agree as follows:

### SECTION I TERM AND RENEWAL

This Agreement is effective beginning June 1, 2022. Its initial term extends through June 30, 2024. Unless this Agreement is terminated under Section II below, it will automatically be renewed for two years (July 1, 2024 – June 30, 2026), on the same terms, except for the payments to be made as described in Section III below and except to the extent the parties may choose to amend or modify the Agreement under Section XII below. Payments for the renewal period will be determined as set forth in Section V below.

### SECTION II TERMINATION

1. Either party, for any reason, upon one hundred eighty (180) days prior written notice to the other, may terminate this Agreement without further obligations. Notwithstanding this general rule:
  - a) Either party may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within ninety (90) days after such notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination. Provided, however, if said default cannot reasonably be cured within ninety (90) days, then this Agreement shall not terminate if the defaulting party uses reasonable efforts and diligence to commence curing said problem within the 90-day period and completes the cure of said problem within a reasonable time thereafter. Such termination will be without prejudice to a party's rights to other legal or equitable remedies for breach of this Agreement, such as the right to recover money damages for such breach.

- b) This Agreement will terminate, without further action by the parties and without further obligations, in either of the following events:
1. If the CITY's appropriation of funds for this Agreement in any fiscal year fails to equal or exceed the budget submitted by the CHAMBER to the CITY under Section V below, or the CITY's schedule for payment of funds differs from that budget, this agreement will terminate on June 30 of the last fiscal year for which sufficient funds are appropriated and paid; or
  2. If sufficient funds are not available for this Agreement this agreement will terminate on June 30 of the fiscal year in which funds are not sufficient.

The CITY certifies that funds for this Agreement are included in the CITY's budget for the current fiscal cycle which ends on June 30, 2023. The CITY, in compliance with the appropriation of funds requirements in ORS 294.305 to 294.565, will in good faith endeavor to budget and appropriate such funds for subsequent fiscal years. If funds are not appropriated for this agreement for any fiscal year after 2021-2023, the CITY will notify the CHAMBER, and this Agreement will terminate on June 30 of the last fiscal year for which sufficient funds are appropriated.

### SECTION III CITY FUNDING FOR VISITOR INFORMATION CENTER

During the term of this Agreement, unless otherwise stipulated in the budget submitted by the CHAMBER to the CITY under Section V below, the CITY shall pay to the CHAMBER, from funds lawfully appropriated, a monthly amount equal to one-twelfth of the CHAMBER's approved budget for the VIC for the CHAMBER's fiscal year in question (for VIC purposes, and for purposes of this Agreement, the CHAMBER's fiscal year is July 1 -June 30, although for other purposes, the CHAMBER operates on a calendar-year basis). Such monthly payments will be no later than the 10th business day of each month (a "business day" is a day that is neither a weekend nor an official holiday under Oregon state law). However, inasmuch as the initial term of this Agreement ends on June 30, 2024, and it may thereafter be renewed, the CITY's payments will be:

- a) For the initial term of this Agreement, the current appropriated amount for visitor's information center (VIC) operation is \$ \$38,400per year (\$ \$3,200/month).
- b) For successive terms the parties acknowledge and agree that the VIC will be funded by the CITY in amounts, and according to the schedule of payments, set forth in the CHAMBER's approved budget submitted to the CITY under Section V below, provided that if such funding is not appropriated, the CHAMBER may terminate this Agreement as provided in Section IIb above. Inasmuch as TLT is expected to be the primary or exclusive source of funds for the VIC under this Agreement, the CHAMBER understands and agrees that use and expenditure of TLT is subject to the requirements of ORS 320.300 to 320.350, and the parties will follow these requirements with respect to TLT.
- c) The City of Central Point is currently leasing office space for the operation of the Central Point Chamber of Commerce & Visitor's Information Center. The office space is located at 650 E. Pine Street. Said lease between the City and the owner of the building in which the office space is located is set to terminate. Thereafter, beginning June 1, 2022, the Central Point Chamber of Commerce shall be responsible to negotiate for, and pay the monthly rental fee, for its office space lease..

### SECTION IV



## SERVICES TO BE PROVIDED

- a) The CHAMBER's purpose for operating the VIC is to provide local citizens and visitors with information about Central Point area visitor facilities, recreational opportunities, services offered by the CITY and other relevant governmental entities, and services provided by private nonprofits and other nongovernmental organizations and charities in the Central Point area; and other information that is reasonable for the CHAMBER to provide by means of a VIC, given the limits of the CHAMBER's budget, the level of funds available for the VIC, and the hours the VIC is open.
- b) The CHAMBER shall operate the VIC with an office and telephone service, regularly open and available to the public. The CHAMBER Board of Directors, in its discretion, will determine the VIC's hours of operation, provided that office and telephone service to the public will be available at least 25 hours each week during daytime hours; the CHAMBER may choose to include Saturday in this 25-hour week, or limit hours of operation to weekdays.
- c) The CHAMBER's activities in furtherance of its purposes for the VIC will include marketing and promotion of tourism and promotion of economic development, and providing information necessary to support such activities. Specific examples of activities the CHAMBER will conduct include:
  1. Production, display and distribution of promotional brochures;
  2. Advertising in local and regional publications;
  3. Providing information about services offered by the CITY and other governmental and nongovernmental entities;
  4. Providing the public with maps, brochures and other information about Central Point and the surrounding area;
  5. Publicizing local and regional entertainment, events, and tourist attractions, and tourist destinations;
  6. Informing the public about restaurants, lodging, and similar accommodations that may be of interest to visitors;
  7. Publicizing opportunities for the development and promotion of tourism and tourism related businesses; and
  8. Assisting with and promoting annual events which foster CHAMBER goals.

## SECTION V BUDGET

Beginning no later than February 1, 2023, and the first business day of each February thereafter, for as long as this Agreement remains in effect (including renewal periods), the CHAMBER shall submit a detailed program and revenue request for the VIC'S upcoming fiscal year to the CITY. The proposal shall become part of the CITY's annual budget appropriation process. The proposal will include a copy of the CHAMBER's board-approved VIC operating budget for the next fiscal year. The proposal also will include the CHAMBER's projected goals and objectives for the VIC for the next fiscal year. (Example: On February 1, 2023, the CHAMBER will submit the proposal, including the budget, for the VIC for the year July 1, 2023 -June 30, 2024.)

## SECTION VI ACCOUNTING AND REPORTING

- a) The CHAMBER will separately account for VIC monies apart from its general books of account. The City Finance Director or his/her designee may examine this separate VIC accounting during normal business hours after providing written notification to the CHAMBER, at least 48 hours prior to the time such examination is to be held. Nothing contained herein shall be interpreted to grant the CITY access to the general books, papers, and accounting records of the CHAMBER, or to any other records of the CHAMBER not directly related to the VIC.
- b) The CHAMBER shall account to the CITY for monies received from the CITY for the VIC. This accounting will be provided by the seventh business day of the first month following the end of each fiscal-year quarter. The accounting shall refer to the three calendar months preceding the accounting. (Example: The October accounting will be for July - September). The CHAMBER shall forward this report to the CITY Finance Department.
- c) The CHAMBER also shall file with the CITY, with each quarterly accounting, a program report. This report will cover the same time period as the accounting submitted under Section VI(b) above. If the Chamber fails to meet the accounting/reporting requirements described in this section VI(a-c) of this Agreement, CITY may withhold future monthly payments of appropriated funds until proper accounting/reporting required under this Section is provided. CITY shall not be required to pay interest or penalties for such delayed payment, where the delay is caused by CHAMBER's failure to properly account/report to CITY.
- d) The CHAMBER shall maintain adequate accounting records of all revenues and expenditures covered by this Section VI, with supporting invoices, for a period of three (3) years.
- e) It is understood and agreed that the CITY may appropriate funds derived from any source it chooses to fund the VIC under this Agreement. Even so, it is understood that TLT will most likely be the source of such funds. Therefore, if the CITY's projections for future collection of TLT change during the CITY'S fiscal year, the CITY will advise the CHAMBER of the CITY's changes in projections for TLT collection within forty (40) days after the close of the CITY's fiscal year- quarter in which the change in collection projections occurred.
- f) CHAMBER shall report to CITY quarterly analytic contact information. Such reports shall summarize the total number of contacts via telephone, email, website, and personal visits as well as such other information compiled by CHAMBER to detail its promotion of tourism and public information.

## **SECTION VII CITY REPRESENTATIVE**

The CHAMBER's board of directors will appoint an advisory committee for the VIC. This advisory committee will meet at least once each fiscal-year quarter while this Agreement is in effect. The advisory committee will provide the CITY with notification of the date, time, and location of its meetings, at least 14 days before the scheduled date of the meeting, except that in the case of emergency or specially-scheduled meetings, the notification will be (if possible) at least four days before the meeting is to take place. The CITY will appoint a city council liaison to sit as a member of this committee, and this individual will be entitled to a seat on the committee. Nothing in this section will affect the right of the CHAMBER's board of directors to conduct the CHAMBER's business under the CHAMBER's bylaws and other governing documents. However, if requested

by the board, the appointed city council liaison will be available to attend regularly scheduled chamber board meetings.

### **SECTION VIII. INSURANCE**

The CHAMBER shall carry insurance as follows:

- a. Workers' compensation coverage in accordance with Oregon law; and
- b. Commercial general liability insurance for the VIC, with a reputable insurance carrier, naming the CITY, elected officials, officers, agents and employees as an additional insured. The insurance limits shall be a minimum of \$1 million per occurrence and \$2 million aggregate. Evidence of such insurance coverage, in the form of a certificate from the CHAMBER's insurer, will be provided to the CITY within fifteen (15) days from the end of each calendar-year. The CHAMBER also will furnish a new certificate of coverage to the CITY forthwith, upon any change of insurance carrier by the CHAMBER. The CHAMBER may not cancel this insurance without at least thirty (30) days prior written notice to the CITY.

### **SECTION IX INDEMNIFICATION**

a. CHAMBER will indemnify defend and hold CITY, its elected officials, officers, agents and employees, harmless from and against all claims, demands, actions, costs and expenses, including attorneys' fees and costs of defense, which may be incurred by or asserted against CITY, arising out of or resulting CHAMBER's acts and omissions and the acts and omissions of CHAMBER's officers, subcontractors, agents and employees.

b. CITY will indemnify defend and hold CHAMBER, its officers, agents and employees, harmless from and against all claims, demands, actions, costs and expenses, including attorneys' fees and costs of defense, which may be incurred by or asserted against CHAMBER, arising out of CITY's acts and omissions and the acts and omissions of CHAMBER's officers, subcontractors, agents and employees.

### **SECTION X COMPLIANCE WITH LAWS**

The CHAMBER will comply with the provisions of all federal, state and local laws and ordinances that are applicable to the VIC and its operations.

**SECTION XI  
STATUS AS AN INDEPENDENT CONTRACTOR**

In the performance of the work, duties, and obligations required of the CHAMBER under this agreement, it is mutually understood and agreed that the CHAMBER is at all times acting and performing as an independent contractor and not an agent, partner, or joint venture with the CITY. The CITY shall neither have nor exercise any control over the methods by which the CHAMBER performs its work and functions. The parties acknowledge that any contracts entered into between the CHAMBER and any third party are not an obligation of the CITY, and the CHAMBER must not represent that it has the power or authority to contractually bind or obligate the CITY.

**SECTION XII  
MODIFICATION**

This Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of each of the parties, by their duly authorized representatives.

**SECTION XIII  
ASSIGNMENT**

The responsibility for performing the CHAMBER's services under the terms of this Agreement shall not be assigned, transferred, delegated or otherwise referred by the CHAMBER to a third person without the prior written consent of the CITY.

**SECTION XIV  
NOTICES**

For purposes of this Agreement, notices by one party to the other are deemed to be made if in writing, sent by certified mail, return receipt requested to the other party, addressed as follows:

A. For the CHAMBER: Executive Director  
Central Point Chamber of Commerce  
150 Manzanita St.  
Central Point, OR 97502

B. For the CITY: City Administrator  
City of Central Point  
140 S. 3rd Street  
Central Point, OR 97502

IN WITNESS WHEREOF, this agreement is entered into as of \_\_\_\_\_, 2022.

CITY OF CENTRAL POINT

CENTRAL POINT CHAMBER OF  
COMMERCE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director

Attachment: Draft City-Chamber-VIC Agreement (1526 : Central Point Chamber of Commerce - Visitors Information Center Agreement)



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

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<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Community Development
<b>FROM:</b>	Stephanie Holtey, Planning Director		
<b>MEETING DATE:</b>	April 14, 2022		
<b>SUBJECT:</b>	Planning Commission Report		
<b>ACTION REQUIRED:</b>	Information/Direction	<b>RECOMMENDATION:</b>	Not Applicable

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The Central Point Planning Commission met at their regular meeting on April 5, 2022. There were two items on the agenda including a discussion of Mobile Food Business code amendment revisions and an information session on small wireless communication facilities.

#### **MOBILE FOOD BUSINESS CODE AMENDMENT REVISIONS:**

Staff presented revisions recommended to various sections of the Central Point Municipal Code (CPMC) concerning mobile food businesses that were beyond the scope of changes recommended by the Planning Commission at the March 1, 2022 meeting. Legal counsel and staff coordinated on the changes needed to clarify the application requirements and standards pertaining to site and operational requirements in Chapter 5.44. Moreover, it was necessary to make changes in Title 17, Zoning to cross-reference the new standards in CPMC 5.44 with the application requirements, procedures and zoning district land use tables. Although most of the needed changes aligned with the original Planning Commission recommendation, there were a few that did not. Planning Commissioners concurred that the recommended changes made the requirements more clear and unanimously voted to schedule the public hearing at the Planning Commission's meeting on May 3, 2022.

#### **SMALL WIRELESS FACILITIES:**

Staff provided an information session pertaining to small wireless facilities and federal rules as a precursor to preparing locally appropriate small wireless facility regulations and design guidelines. The CPMC does not currently address these facilities and is out of compliance with the Federal Communications Commission (FCC) rules pertaining to these facilities. The purpose of the FCC rules is to accelerate small wireless communication technology deployment across the nation by removing or minimizing regulatory barriers at the local level and ultimately creating greater predictability for wireless providers. More specifically, the Small Cell Order establishes specified review and approval timelines, fees and design requirement expectations (i.e. be reasonable, no more burdensome than requirements for other utilities and objective). Following the information session, the Planning Commission provided preliminary input that included questions and concerns to keep in mind as staff prepares the first draft to be discussed at the May 3, 2022 Planning Commission meeting.

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**MISCELLANEOUS UPDATES:**

The Planning Commission discussed an online training opportunity that would provide a holistic overview of planning topics and issues important to Planning Commissioners. Commissioners had questions about the applicability to Oregon planning and generally expressed support for exploring this opportunity further. I will bring back a report on training at the May meeting. If we proceed, the intent is to complete the coursework as a group during our regularly scheduled meetings over a 12-month period.

Staff reported that we received a two (2) new applications concerning Scenic Middle School, including a Variance and Site Plan and Architectural Review application. The public hearings for these applications will be on either the May or June agenda.

Robin Stroh joined the Planning Commission this month. Robin took a few minutes to tell us a little about herself. She moved to Central Point 4-years ago and enjoys living in Central Point. Before joining the Planning Commission, she was a member of the Citizen's Advisory Committee.

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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Public Works
<b>FROM:</b>	Matt Samitore, Parks and Public Works Director		
<b>MEETING DATE:</b>	April 14, 2022		
<b>SUBJECT:</b>	Discussion - Jackson County Road Transfer		
<b>ACTION REQUIRED:</b>	Information/Direction	<b>RECOMMENDATION:</b>	Not Applicable

#### **BACKGROUND INFORMATION:**

City staff has been in active dialogue with Jackson County Roads regarding transferring jurisdiction of a number of county roads within the City of Central Point that are currently owned by Jackson County. As funds have become available for the past ten years, the City has been consistently adding county roads to the City street system. Instead of transferring jurisdiction on a road-by-road basis, City and County staff developed an Intergovernmental Agreement (IGA) to transfer these roads as part of the 21/23 FY Budget. In addition, the IGA sets forth additional prior agreements between the City and County regarding road improvements and/or cash contributions from Jackson County as a condition of road transfer.

The roads subject to the draft IGA are: (See Attachment A)

1. Pittview Avenue (Bursell Road to 100' east of Marilee Street)
2. Freeman Road (Beall Lane to Rose Valley Drive )
3. Gebhard Road (Beebe Road to Aristona Drive);
4. Beebe Road (100' west of Hamrick Road to Gebhard Road);
5. South Hamrick (Biddle Road to Table Rock Road); and

Streets 1 and 2 listed above are currently maintained by the City; transferring jurisdiction will make it easier for City maintenance and urban development. Streets 3-5 above are all within either existing development or planned development and must become the City's as part of existing urbanization agreements.

UPDATE: This was previously reviewed by Council in 2021. Since then both Jackson County and the City have determined it's in our best interest to exclude West Pine Street at this time because of the current issues associated with the grant and the new Transportation Planning Rules.

**FINANCIAL ANALYSIS:** Two of the roads are currently maintained by the City, South Freeman and Pittview Avenue. The County will construct pavement treatment for South Hamrick as part

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of the transfer, which will help offset the costs of ownership. South Hamrick was previously discussed as an urban transfer because of the existing annexations and development, such as USF Reddaway, the Jackson County Justice Center, and the Knife River office. Street Utility Fees are already being generated for these roads.

Beebe Road and Hamrick Roads are starting to get development activity on them. Jackson County has agreed to do a chip seal on the roads when needed, thus deferring maintenance costs until development around them is on-going. We anticipate the White Hawk Estates' development will help offset expenses during the 21-23 FY budget..

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**LEGAL ANALYSIS: N/A**

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

*Community Investment, Goal 2, Strategy 2.*

*Community Investment Strategy Goal 5, Strategies 3, 4, and 5.*

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**STAFF RECOMMENDATION:** Recommend to bring back for a formal approval in at an upcoming City Council Meeting.

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**RECOMMENDED MOTION:** None. Discussion item only.

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**ATTACHMENTS:**

1. Central Point-County JX IGA local streets\_2022
2. Map



**DRAFT ONLY**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF CENTRAL POINT, OREGON, AND JACKSON COUNTY,  
OREGON, FOR THE IMPROVEMENT AND JURISDICTIONAL TRANSFER OF  
PORTIONS OF PITTVIEW AVENUE, FREEMAN ROAD, GEBHARD ROAD, SOUTH  
BEEBE ROAD, AND SOUTH HAMRICK ROAD**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into by and between the CITY OF CENTRAL POINT, an Oregon municipal corporation (hereinafter "CITY"), and JACKSON COUNTY, a political subdivision of the State of Oregon (hereinafter "COUNTY"), collectively referenced herein as the PARTIES, for the jurisdictional exchange of COUNTY roads within the CITY.

WHEREAS, the COUNTY presently has jurisdiction over COUNTY maintained roads that are within the corporate limits of the CITY, including:

1. Pittview Avenue (Bursell Road to 100' west of Marilee Street)
2. Freeman Road (Beall Lane to Rose Valley Drive )
3. Gebhard Road (Beebe Road to Aristona Drive);
4. Beebe Road (200' west of Hamrick Road to Gebhard Road);
5. South Hamrick (Biddle Road to Table Rock Road); and

**Commented [MK1]:** See attached agreement. This portion of Freeman was a local access road and was longer County jurisdiction once annexed, per ORS 3

**Commented [MS2R1]:** This hasn't been annexed outside of the City Limits.

**Commented [MK3]:** Does city was Beebe r/w from Gebhard to termination on west side of Bear Creek?

**Commented [MS4R3]:** Yes, we would want all of Road, from current boundary with Hamrick to termi

WHEREAS, the COUNTY desires to provide financial assistance to the CITY to aid in the construction of the Hamrick Road Project and to make improvements and/or a cash contribution to repave South Hamrick from Biddle Road to 1,100' feet south of said intersection; and

WHEREAS, the COUNTY desires to provide asphalt repairs and a chip seal on Gebhard and Beebe Roads from Aristona Drive to 1,400' north of the Beebe/Gebhard Intersection.

WHEREAS, the CITY has an ongoing street maintenance and improvement program for roads and streets within the city limits; and

WHEREAS, the PARTIES desire to exchange road jurisdiction of certain COUNTY maintained and operated roads within the corporate limit of the CITY as provided below; and

**Commented [SD5]:** You added "immediately" but agreement below it states within 180-days of the eff date. Which is it?

WHEREAS, the CITY received a grant from the Rogue Valley Metropolitan Planning Organization to improve West Pine Street between Glenn Way and Brandon Avenue. The improvement project is scheduled for 2025; and

**Commented [MK6]:** How about with project cons Notice to Proceed?

WHEREAS, the CITY and COUNTY are authorized to enter into such an agreement pursuant to Chapter 190 of the Oregon Revised Statutes.

**Commented [MS7R6]:** Great Idea.

**DEFINITIONS**

“Subject Roads” is defined and described as all land within the public right of way boundaries of the roads as follows:

- i. Pittview Avenue (Bursell Road to 100’ west of Marilee Street)
- ii. Freeman Road (Beall Lane to Rose Valley Drive )
- iii. Gebhard Road (Beebe Road to Aristona Drive);
- iv. Beebe Road (200’ west of Hamrick Road to Gebhard Road);
- v. South Hamrick (Biddle Road to Table Rock Road); and

Commented [SD8]: Should this read Beall Lane “ Valley Drive?

Commented [MS9R8]: No.

**AGREEMENT**

NOW, THEREFORE, in consideration of the obligations, terms and conditions contained herein, it is mutually agreed by the CITY and COUNTY as follows:

**1. CITY OBLIGATIONS**

A. Within 180 calendar days of the Effective Date of this Agreement, the CITY shall consider passage of appropriate municipal legislation (as described in ORS 373.270(6)(a)) requesting that the COUNTY surrender all right, title, interest, jurisdiction, maintenance, and control of the Subject Roads to the CITY. The CITY may place conditions on this request as set forth in Subsection 2.B. of this Agreement.

**2. COUNTY OBLIGATIONS**

A. Within 90 days of receipt of appropriate municipal legislation (as described in ORS 373.270(6)(a)) requesting the surrender of all right, title, interest, jurisdiction, maintenance, and control of the Subject Roads, the COUNTY shall provide notice and hold a public hearing to consider the request as described in ORS 373.270.

B. If following the public hearing as required in subsection 2.A. of this Agreement, the COUNTY determines to surrender jurisdiction as requested, COUNTY shall adopt an Order surrendering jurisdiction with the following conditions:

i. Concurrent with the transfer of jurisdiction for South Hamrick Road from Biddle to 1,100 feet south of said intersection, the COUNTY shall make a one-time payment to the City funds in the amount of \$230,000.00, constituting the estimated amount to complete necessary pavement improvements, including a full grind and inlay for said portion of the road.

ii. The COUNTY will provide a chip seal on Gebhard Road from Aristona Avenue to 1,400 feet north of the Beebe/Gebhard intersection within twelve (12) months following transfer of jurisdiction to City of said road.

Commented [SD10]: Again is this a condition pri turnover of jurisdiction?

iii.

C. COUNTY agrees to furnish any and all maps, records, permits, as-built drawings and any other related data in COUNTY's possession upon adoption of the Order described in Subsection 2.B. of this Agreement.

3. EFFECTIVE DATE. This Agreement shall become effective upon its execution by both Parties. If the Parties sign on separate dates, the latter date shall become the Effective Date.

4. GENERAL PROVISIONS

A. Indemnification. Unless prohibited by the Oregon Tort Claims Act or the Oregon Constitution, and subject to the limits of the Oregon Tort Claims Act, the PARTIES shall indemnify and hold harmless each other as follows:

i. Indemnification by City. The CITY shall defend, indemnify and hold harmless the COUNTY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the CITY, its officers, employees, elected officials, or agents acting under this Agreement.

ii. Indemnification by County. The COUNTY shall defend, indemnify and hold harmless the CITY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the COUNTY, its officers, employees, elected officials, or agents acting under this Agreement.

B. Amendments. This Agreement may be amended at any time by the mutual written agreement of both the CITY and the COUNTY.

C. Entire Agreement. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are null and void and of no further force or effect.

D. Waiver. The waiver by either 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.

E. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



F. Counterparts. This Agreement may be executed in several counterparts, 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.

G. Debt Limitation. This Agreement is expressly subject to the debt limitation of the Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

H. Termination for Breach. This Agreement may be terminated in the event of a breach of the Agreement by any party. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) calendar days of the date of notice, or within such period as the party giving 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. 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.

I. Notice. Any notice to another party of this Agreement that is required or permitted under this Agreement is deemed received by the other party: three (3) days after deposited in the United States mail, certified and postage paid, and addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing or upon the actual date of personal delivery or service.

If to Jackson County:

Jackson County – County Administrator  
10 South Oakdale, Room 214  
Jackson County, Oregon 97501

If to the City of Central Point:

City of Central Point- City Manager  
140 South Third Street  
Central Point, Oregon 97520

**IN WITNESS WHEREOF** the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF CENTRAL POINT:

JACKSON COUNTY:

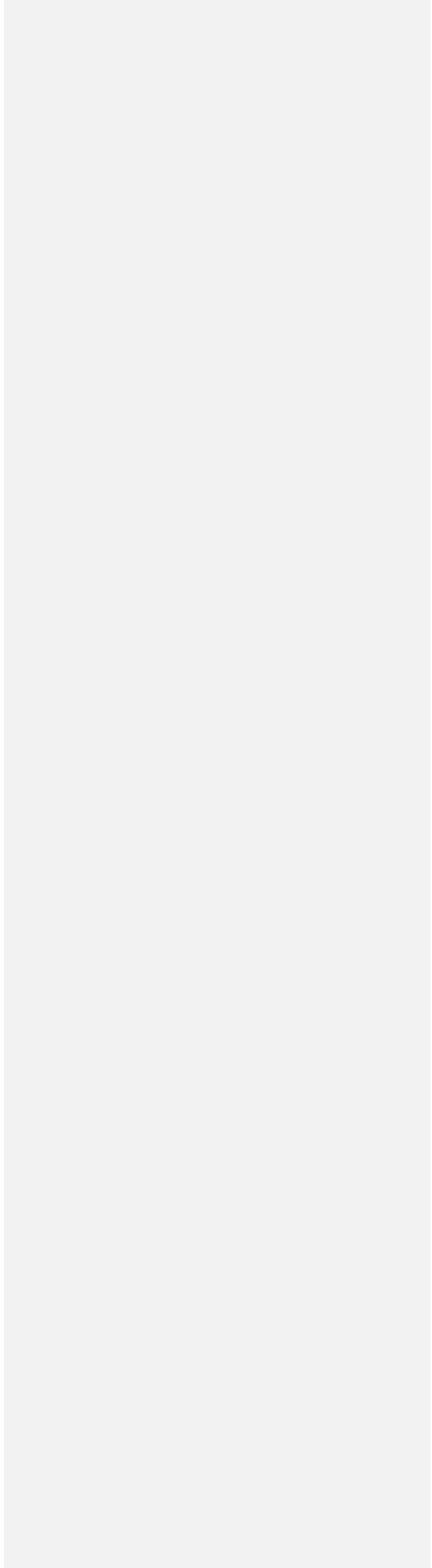
\_\_\_\_\_  
Chris Clayton, City Manager

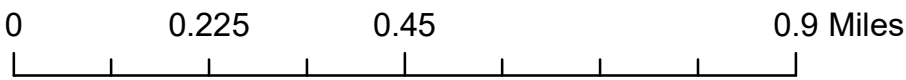
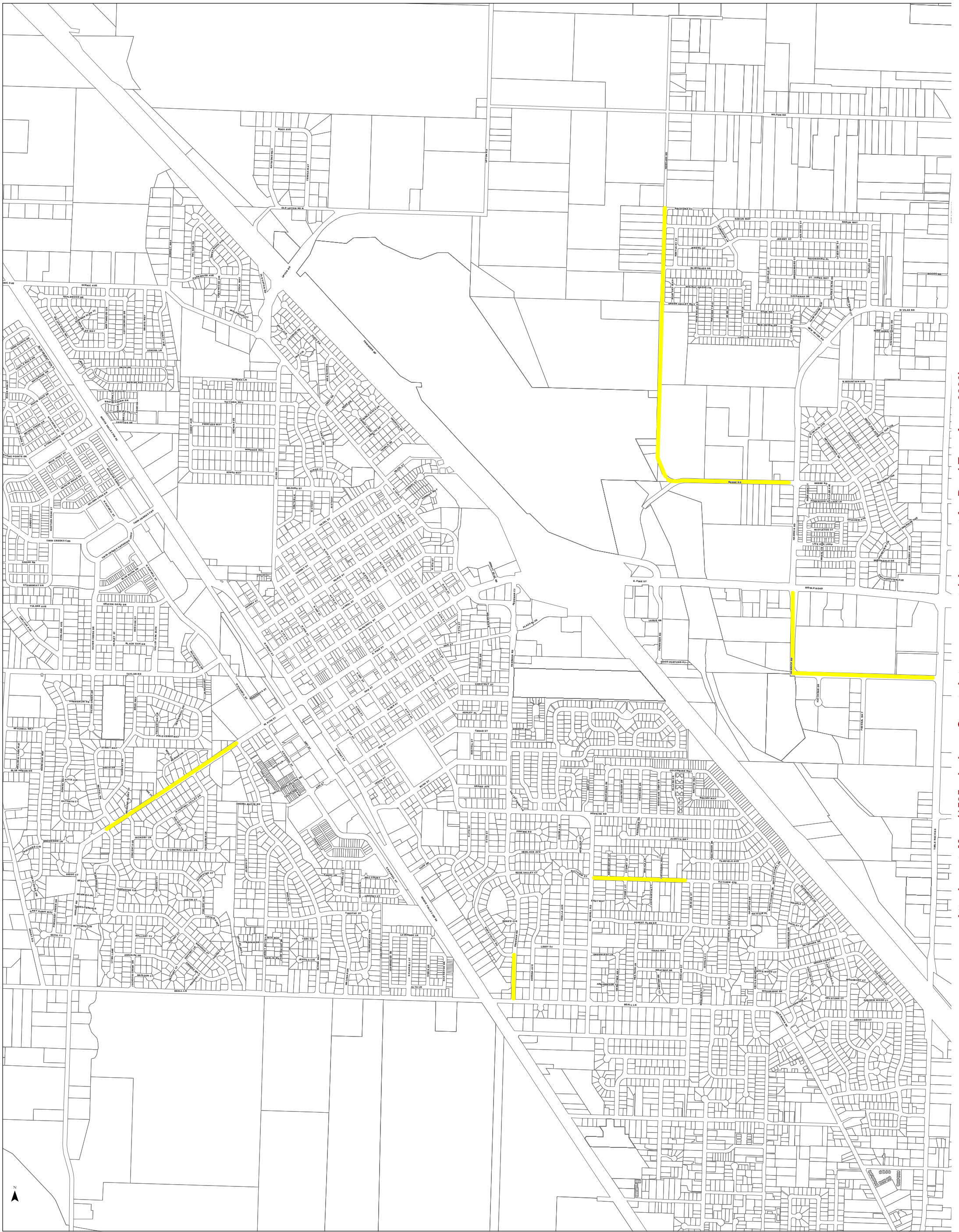
\_\_\_\_\_  
Danny Jordan, County Administrator

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

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

DRAFT





Attachment: Map (1525 : Jackson County Intergovernmental Agreement for Road Transfers - 2022)