



City of Central Point  
**Development Commission**  
Meeting

Members: Hank Williams  
Allen Broderick  
Bruce Dinger  
David Douglas  
Ellie George  
Kelly Geiger  
Rick Samuelson  
Staff Liaison: Chris Clayton

**Thursday, December 12, 2013**  
**6:30 P.M.**

Central Point  
Council Chambers  
140 S. 3<sup>rd</sup> Street  
Central Point, Oregon

Next Res. No. 2013-06

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Meeting time, date, or location may be subject to change. Please contact the City Recorder at 541-423-1026 for additional information.

**I. MEETING CALLED TO ORDER – 6:30 p.m.**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES**

**IV. DISCUSSION ITEMS – None**

**V. BUSINESS**

A. Consideration of Resolution Authorizing the Urban Renewal Director to Approve a Streetscape Reimbursement Agreement with Tatum Real Estate, Inc.

B. Consideration of Resolution for Local Government Investment Pool Authorization.

**VI. ADJOURNEMENT**

**CITY OF CENTRAL POINT  
Development Commission Minutes  
October 24, 2013**

**I. REGULAR MEETING CALLED TO ORDER**

Chair, Mayor Hank Williams called the meeting to order at 6:00 p.m.

**II. ROLL CALL:**

Chair: Mayor Hank Williams  
Commission Members: Allen Broderick, Bruce Dinger,  
Rick Samuelson, Kelly Geiger, and Ellie George were  
present. David Douglas was absent.

City Manager Chris Clayton; Planning Manager Don Burt;  
Police Chief Kris Allison; and City Recorder Deanna Casey  
were also present.

**III. APPROVAL OF MINUTES**

**A. Approval of September 12, 2013 Development Commission minutes.**

**Kelly Geiger made a motion to approve the minutes as presented.** Rick Samuelson seconded. Roll call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dinger, yes; Kelly Geiger, yes; Ellie George, yes; and Rick Samuelson, yes. Motion approved.

**IV. DISCUSSION ITEMS**

**A. A Preliminary Assessor Tax Increment Revenue Estimates for FY 2013-14**

Planning Manager Don Burt explained that the city has received preliminary assessment valuation information from the County Assessor for FY 2013-2014. The Assessors' information includes the assessed value for the urban renewal district, which will generate an estimated \$6,000 in tax increment revenue for FY 2013-2014. This is significantly less than the \$50,000 estimated for tax revenue in the budget. Based on the Assessors latest figures the budget revenues need to be adjusted downward to approximately \$130,000. Later in the month the Assessor's office will provide final valuation and revenue figures. Staff will be working with the Assessor to evaluate the changes and determine the cause for the low increase in assessed valuation.

There was discussion regarding valuation city wide verses the property in Urban Renewal. Several commercial properties lost valuation this year. Staff will return with information and options to help increase the property values and increase the growth potential.

No action is necessary on this item, it was informational only.

## V. BUSINESS

### A. Consideration of Resolution No. 2013-04, Approving Streetscape Reimbursement Policy

Mr. Burt stated that in September staff was directed to prepare a formal policy addressing reimbursement possibilities for the private sector. If developers or private property owners wish to improve their streetscape the Commission could be in a position to reimburse them a portion of the cost if the project falls within the policy parameters. The proposed policy is written to allow the commission to assist certain streetscape improvements completed by private development within the Urban Renewal boundaries.

The policy does not obligate the Commission to any financial needs; it only puts in place guidelines for future agreements. He explained that any agreement that may be approved following these guidelines would not be effective until January 15<sup>th</sup> one full year following the issuance of a certificate of occupancy. This requirement assures the Commission that the private sector project will be completed and on the tax rolls prior to the Commission reimbursing them for the project.

There was discussion regarding the lack of money the Commission will be seeing this year. They are concerned that having a policy in place may encourage other businesses to apply for reimbursement even if the Commission does not have the funds for it. They did not feel that it is necessary to have a policy in place at this time and would like to review the issue at a later date.

Mr. Burt will provide a list of projects that the Commission has discussed in regards to financing or providing funds at the next meeting.

There was discussion regarding the projection from the Assessor's office and the loss of property value within the district. The Commission would like to have a session with the Assessor for training on how he came to the numbers that have been presented here tonight.

**Allen Broderick made a motion to continue consideration of Resolution No. 2013-04 approving streetscape reimbursement policy.** Kelly Geiger seconded. Roll call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dinger, yes; Kelly Geiger, yes; Ellie George, yes; and Rick Samuelson, yes. Motion approved.

### B. Consideration of Resolution No. 2013-05, Intent to Participate in Funding Twin Creeks Crossing

Mr. Burt stated that at the September Study Session the Commission/Council discussed the City's ability to meet its match requirements for the Twin Creeks Rail Crossing. The city will need to advise the state of its acceptance of a grant,

including the City's ability to raise the match funds. Sources discussed for the match funds were the City, Twin Creeks Development Co., and the Development Commission.

The Rail Crossing Project is listed in the Downtown & East Pine Street Corridor Revitalization Plan as a possible urban renewal project. A figure of \$180,000 has been identified as the maximum amount that the Development Commission may provide. There is a possibility that urban renewal money would not be needed. The proposed resolution would add an option to the matching funds that the city could use if necessary. Commission members have expressed their opinion that they do not wish to tie up this amount of money when they are not convinced that the district will have the money to support the project.

Mr. Burt stated that staff will continue to research other options and combinations of alternatives before a final commitment would be made by the city or the commission. The proposed resolution is simply stating that if needed the district would be willing to participate. He explained that use of the UR money would be the last amount of money used for the crossing, it would also be the first money repaid by the city as SDC funds are received from future development in Twin Creeks.

There was discussion regarding the \$180,000 maximum amount. They would like to have the maximum amount removed. If the district can provide money to help there should not be a minimum or maximum listed in the Resolution. It would be easier to change the amount to meet the needs of the city when the final numbers arrive.

**Allen Broderick made a motion to approve Resolution No. 2013-05 Intent to Participate in Funding Twin Creeks Crossing with the amendment of removing the maximum amount from the resolution.** Kelly Geiger seconded. Roll call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; Kelly Geiger, yes; Ellie George, yes; and Rick Samuelson, yes. Motion approved.

**C. Consideration of Resolution No. 2013-06, Authorizing the Urban Renewal Director to Approve a Reimbursement Agreement for Streetscape Improvements; Applicant, Tatum Real Estate (Walgreens)**

At a previous meeting the Commission discussed reimbursement to Walgreens for a proposed development on the corner of Pine Street and Front Street. Walgreens would like to continue the street scape from the North Front along their project frontage. Originally the improvements would have been done as part of the original project but because of the sale of the property the city was not able to get the signatures needed to work in the right-of-way. The Commission is in agreement that the improvements should be considered as part of the original project and are in favor of reimbursing the developer for a portion of the improvements.

Mr. Burt stated that the proposed resolution and agreement refer to a previous policy that was not approved by the Commission. In order to proceed with the agreement to reimburse there will need to be changes made to the resolution and the agreement. Staff can bring the item back at a future meeting. The construction will continue and the streetscape will be done according to previous plans. The reimbursement agreement would not begin for a full year after issuance of a certificate of occupancy and would be paid over a five-year period.

**Allen Broderick made a motion to bring back for future consideration Resolution No. 2013-06, Authorizing the Urban Renewal Director to Approve a Reimbursement Agreement for Streetscape Improvements; Applicant, Tatum Real Estate (Walgreens).** Rick Samuelson seconded. Roll call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; Kelly Geiger, yes; Ellie George, yes; and Rick Samuelson, yes. Motion approved.

## VI. ADJOURNMENT

Rick Samuelson moved to adjourn, Kelly Geiger seconded, all said "aye" and the meeting was adjourned at 7:56 p.m.

Dated:

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

ATTEST:

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



**STAFF REPORT**

December 12, 2013

**AGENDA ITEM: V-A**

Consideration of Resolution Authorizing the Urban Renewal Director to Approve a Reimbursement Agreement for Streetscape Improvements; Applicant, Tatum Real Estate (Walgreens)

**STAFF SOURCE:**

Don Burt, Planning Manager

**BACKGROUND:**

Tatum Real Estate (Walgreens) has submitted a request for reimbursement of streetscape improvements along their project frontage on Hwy. 99. As a condition of development of the Walgreens project (File No. 13013) the City required that the existing sidewalks along Hwy. 99 be replaced per the City's new standards. The existing frontage, although functionally adequate (8 ft. wide sidewalks, no pedestrian lights, and no street trees), does not meet the City's current streetscape standards (10 ft. wide sidewalks, pedestrian lights, and street trees and tree grates), the purpose of which is improve the image of the downtown area. Immediately north of the Walgreens project the City has recently, through a state grant, improved the streetscape along Hwy. 99 per the current standards. These improvements were completed at no cost to the frontage properties.

The City's Urban Renewal Plan includes improvements to the streetscape frontage along Hwy. 99 (Project No. 4), subject to availability of funding. At this time the Development Commission does not have sufficient funding to undertake Hwy. 99 streetscape improvements along the Walgreens project frontage.

On August 13, 2013 Tatum Real Estate requested that the Development Commission reimburse Tatum Real Estate for the cost of the streetscape improvements. On September 24, 2013 the Development Commission considered Tatum Real Estate's request and generally agreed to reimburse, over time, the streetscape costs. The Development Commission directed staff to prepare a draft agreement for reimbursement. At the October 24, 2013 meeting the Development Commission further discussed a draft reimbursement agreement and directed staff to complete the reimbursement agreement with consideration given to assurance that adequate tax increment revenue will be available to support the debt service payments.

The reimbursement agreement has been completed (Attachment "A"). The reimbursement agreement terms are:

- Maximum Reimbursement not to exceed \$35,823<sup>1</sup>;

<sup>1</sup> Previously, the referenced reimbursement was \$30,000. Due to a spreadsheet error in the applicant's original submittal the correct amount is \$35,823.

- Maximum 7 year repayment schedule to be paid annually on January 15<sup>th</sup> at a rate of 1.36%; (based on the five-year Treasury rate). Payments of \$5,399.73 will begin January 15, 2016; and
- No pre-payment penalty.

Construction has commenced with demolition of the existing gas station and environmental remediation. Construction is expected to be completed by May 2014.

**ISSUES:**

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**Availability of funding** – The terms of the reimbursement agreement are conservatively structured such that the estimated tax increment revenue from the Walgreens project will fully cover the annual payments. The first reimbursement payment is not until January 15, 2016. It is expected that the Walgreens project will be completed and a Certificate of Occupancy issued by May 2014. Based on the estimated completion date the Walgreens project should be on the FY14-15 tax role with tax increment revenue available for FY14-15. To allow an additional assurance of tax increment availability the first payment has been scheduled for January 15, 2016.

When completed the Walgreens project will generate an estimated \$12,000 in annual tax increment revenue. This estimate is based on a similar Walgreens less the current value (base value) of land and improvements on Central Point’s Walgreens project.

**Agreement Approval Authority** – The resolution authorizes the Urban Renewal Director (City Manager) to sign the Agreement on behalf of the Development Commission.

**Pro Forma** – The total cost of the reimbursement agreement to the Development Commission over the seven year Agreement period will be \$37,790. If financed as part of a tax increment bond the cost would be \$44,204. During this period it is estimated that the Walgreens project will generate approximately \$76,370 in tax increment revenue. It should be noted that development of the Walgreens project is not contingent on reimbursement of streetscape costs.

**EXHIBITS/ATTACHMENTS:**

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- Streetscape Reimbursement Agreement
- Resolution

**ACTION:**

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Consider Resolution

**RECOMMENDATION:**

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Approve Resolution No. 2013-06

## Central Point Development Commission

### STREETSCAPE REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into this 12<sup>th</sup> day of December, 2013, by and between Tatum Real Estate ("Developer"), and the **Central Point Development Commission**, Oregon, an Urban Renewal District (the "CPDC").

#### **RECITALS:**

- A. Developer is the owner property located at 43 N. Front Street, more particularly described in the Jackson County Assessors Records as 37S 2W 10 Tax Lots 5300 and 5400. Developer has obtained approval for: Walgreens Pharmacy, located in the City of Central Point (the "Project") subject to the conditions of approval found in the Staff Report dated July 16, 2013 ("Conditions of Approval").
- B. The Conditions of Approval obligate Developer to construct certain streetscape improvements on N. Front Street including, as more specifically described in the Conditions of Approval, the following: sidewalk (10 ft. wide), pedestrian street lights, street trees, tree grates, and irrigation (the "Streetscape Improvements").
- C. It is the determination of the CPDC that the Streetscape Improvements qualify as part of Project No. 4, Hwy. 99 Corridor Improvements, of the City of Central Point Downtown & East Pine Street Corridor Revitalization Plan.
- D. Pursuant to the City of Central Point Downtown & East Pine Street Corridor Revitalization Plan ("Plan"), adopted March 8, 2012, CPDC agrees to reimburse Developer for a portion of said Streetscape Improvements upon completion and acceptance of the Streetscape Improvements, subject to the terms and conditions herein.
- E. The parties hereto desire to enter into this Agreement to effectuate the terms of the CPDC's reimbursement to Developer of actual costs incurred by Developer in constructing the Streetscape Improvements eligible for reimbursement.

#### **AGREEMENT:**

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Incorporation of Recitals and Reimbursement Policy. The foregoing Recitals are hereby incorporated into and are a fully operative and effective part of this Agreement. The Plan, as may be amended from time to time, is hereby incorporated into and is a fully operative and effective part of this Agreement. In the event of a conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall control.
2. Responsibilities of Developer. Developer shall construct the Streetscape Improvements described in Exhibit "A" attached hereto and incorporated herein and bear the cost thereof even if the Estimated Cost set forth on Exhibit "B" is inadequate to cover said cost. The Streetscape



Improvements shall be constructed in accordance with all applicable City and State codes and regulations, including the obligation to secure bonds and guarantees pursuant to the Central Point Municipal Code, and shall comply with each of the applicable provisions in the Conditions of Approval, incorporated in full herein by this reference. Upon acceptance of said Streetscape Improvements by the Public Works Director, or his delegee, Developer shall submit to CPDC invoices and supporting documentation for those costs.

3. Responsibilities of CPDC. The Public Works Director, or his delegee, shall either approve or disapprove the invoices and submit the approved invoices for payment to CPDC. The Public Works Director shall provide Developer with a written explanation for any portion of an invoice that is disapproved.

4. Amount of Reimbursement. CPDC's obligation to reimburse Developer shall be based on actual costs incurred by Developer for items eligible for reimbursement under the Plan and for any additional items of reimbursement under the Plan required in the course of construction of the Streetscape Improvements, as evidenced by the invoices submitted by Developer pursuant to Section 2 herein, and agreed to in writing by the parties hereto. Regardless of the Actual Cost of the Streetscape Improvements, CPDC shall not be required to pay Developer an amount in excess of **\$35,283** as reflected in Exhibit "B."

5. Reimbursement Payments. CPDC shall reimburse Developer in the amount provided in Section 4 herein over a term of seven (7) years paid annually commencing January 15<sup>th</sup> one year from the date of issuance of a Certificate of Occupancy for the Project. Said reimbursement shall accrue simple interest at the following rate: 1.36% (*based on the Five Year Treasury Rate, November 15, 2013*). There shall be no penalty for pre-payment of the outstanding balance. However, CPDC shall have no obligation to make any reimbursement payment until and unless the Developer submits to CPDC a written request for reimbursement and the Public Works Director has approved such written request and has determined the actual amount of reimbursement.

6. Warranty. Developer agrees to obtain from each contractor performing any aspect of the Streetscape Improvements a warranty in the City of Central Point and CPDC's favor for the repair or replacement of faulty work or materials for a period of one year following completion of the Streetscape Improvements and the Public Works Director's acceptance thereof.

7. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations incurred herein so long as the injuring party commences to cure such injuring action within ten (10) days of service of such notice and completes the cure within forty-five (45) days after the notification, or such longer period as may be necessary or agreed upon by both parties to this Agreement.

8. Attorneys' Fees. If either party commences an action against the other arising out of or in connection with this Agreement, including the filing of a lien or other legal action to compel payment of the Reimbursement, the prevailing party shall be entitled to recover reasonable attorneys' fees and legal costs from the losing party related to enforcement of the provisions of this Agreement.

9. Indemnification. Developer agrees to indemnify, defend, and hold the City and CPDC and their officers, employees, agents, representatives, and assigns ("City Indemnitees") harmless from and against any losses, claims, demands, actions, or causes of action ("Claims"), of any nature whatsoever, arising out of or in any way connected with the performance of Developer, its

officers, employees, agents, or representatives under this Agreement, including costs of suit and reasonable attorneys' fees. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding in any way involving such Claims, Developer shall provide a defense to the City Indemnitees, or at the City's and CPDC's option, reimburse the City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claim. In addition, Developer shall be obligated to promptly pay any final judgment or portion thereof rendered against the City Indemnitees.

10. City Officers and Employees. No officer or employee of CPDC or the City of Central Point shall be personally liable to Developer or any successor-in-interest in the event of any default or breach by CPDC or for any amount which may become due to Developer or to its successor or for breach of any obligation of the terms of this Agreement.

11. Term of Agreement. This Agreement shall remain in full force and effect until the Amount of Reimbursement as specified in Section 4 has been paid in full.

12. Insurance. Developer, or Developer's General Contractor, shall concurrently with the execution of this Agreement, furnish CPDC satisfactory evidence of insurance of the kinds and in the amounts specified below. This insurance shall be kept in full force and effect by Developer, or the Developer's General Contractor, until acceptance of the Streetscape Improvements as defined in Section 2 and all premiums thereon shall be promptly paid by it. Each policy shall further state that it cannot be canceled without 30 days unconditional written notice to the City and CPDC and shall name the City and CPDC, and in the case of the Developer's General Contractor, the Developer as additional insured. The Developer, or Developer's General Contractor shall furnish evidence of having in effect, and shall maintain, Workers Compensation Insurance coverage of not less than the statutory amount or otherwise show a certificate of self-insurance, in accordance with the Workers Compensation laws of the State of Oregon. Failure to maintain the required amounts and types of coverage throughout the duration of the Warranty period shall constitute a material breach of this Contract.

a. Commercial General Liability Policy. Developer shall take out and maintain during the life of the Warranty period, a Commercial General Liability Policy, on an occurrence basis, with a minimum limit of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for any one occurrence and a Two Million Dollar (\$2,000,000) annual project aggregate, for all of the following:

- i) Premises Operations, including Explosion, Collapse and Underground (X, C, and U) Coverage.
- ii) Completed Operations/Products, including X, C, and U Coverage.

b. Commercial Business Auto Policy. The Contractor shall take out and maintain during the life of this Contract a Commercial Business Auto Policy, on an occurrence basis, with a minimum amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage, providing at least all of the following coverage:

- i) Coverage shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Contract.

ii) Any and all mobile equipment, including cranes, which is not covered under said Commercial Business Auto Policy, shall have said coverage provided for under the Commercial General Liability Policy.

13. Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated forty- eight (48) hours from the time of mailing if mailed as provided in this Section.

To CPDC:  
City of Central Point  
140 S. 3<sup>rd</sup> Street  
Central point, OR 97502

Attn: Chris Clayton, City Manager  
email: [chris.clayton@centralpointoregon.gov](mailto:chris.clayton@centralpointoregon.gov)

To Developer:  
Tatum Real Estate, Inc. \_\_\_\_\_  
255 Linden Street, Suite 210  
Fort Collins, CO 80524 \_\_\_\_\_

Attn: Dillon Tidwell  
email: [DTidwell@tatumre.com](mailto:DTidwell@tatumre.com)

13. Assignment of Agreement. Either party may assign its obligations hereunder to any assignee with written consent of the other party hereto which other party shall not unreasonably withhold consent. Assignment may be made only to an assignee willing, financially capable, and competent to carry out the assignor's obligations.

14. Interpretation Guides. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys was responsible for drafting this Agreement or any provision hereof. The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent or any Sections, Subsections, or other provisions of this Agreement.

15. General Provisions.

A. Except as otherwise provided herein, the terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

B. Neither party to this Agreement relies upon any warranty or representation not contained in this Agreement.

C. This Agreement shall be governed by and interpreted with respect to the laws of the State of Oregon.

D. Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies provided for herein.

E. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

F. In the event that any provision or provisions of this Agreement are held unenforceable, all provisions not so held shall remain in full force and effect.

G. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties are formally bound to the provisions of this Agreement.

H. This Agreement may be signed in one or more counterparts, which, taken together, shall constitute one original document.

**CENTRAL POINT DEVELOPMENT COMMISSION:**

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

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

**DEVELOPER:**

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

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


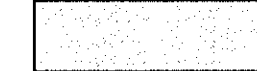
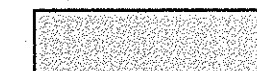
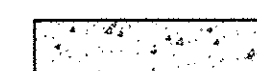

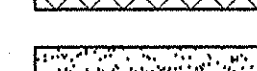
Approved as to Form:

\_\_\_\_\_  
Sydnee B. Dreyer, City Attorney  
City of Central Point

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

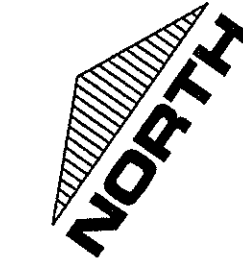
# EXHIBIT "A"

## PAVEMENT LEGEND:

-  INDICATES PARKING AREA ASPHALT PAVEMENT SECTION, SEE SECTION-9, SHT. C-514
-  INDICATES VEHICLE DRIVE AREA ASPHALT PAVEMENT SECTION, SEE SECTION-9, SHT. C-514
-  INDICATES HEAVY TRUCK AREA ASPHALT PAVEMENT SECTION, SEE SECTION-9, SHT. C-514
-  INDICATES LIGHT DUTY P.C.C. PAVEMENT SECTION, SEE SECTION-10, SHT. C-514
-  INDICATES HEAVY DUTY P.C.C. PAVEMENT SECTION, SEE SECTION-10, SHT. C-514
-  PERIMETER SIDEWALK SECTION-11, SEE SECTION, SHT. C-514

## SITE CONSTRUCTION NOTES:

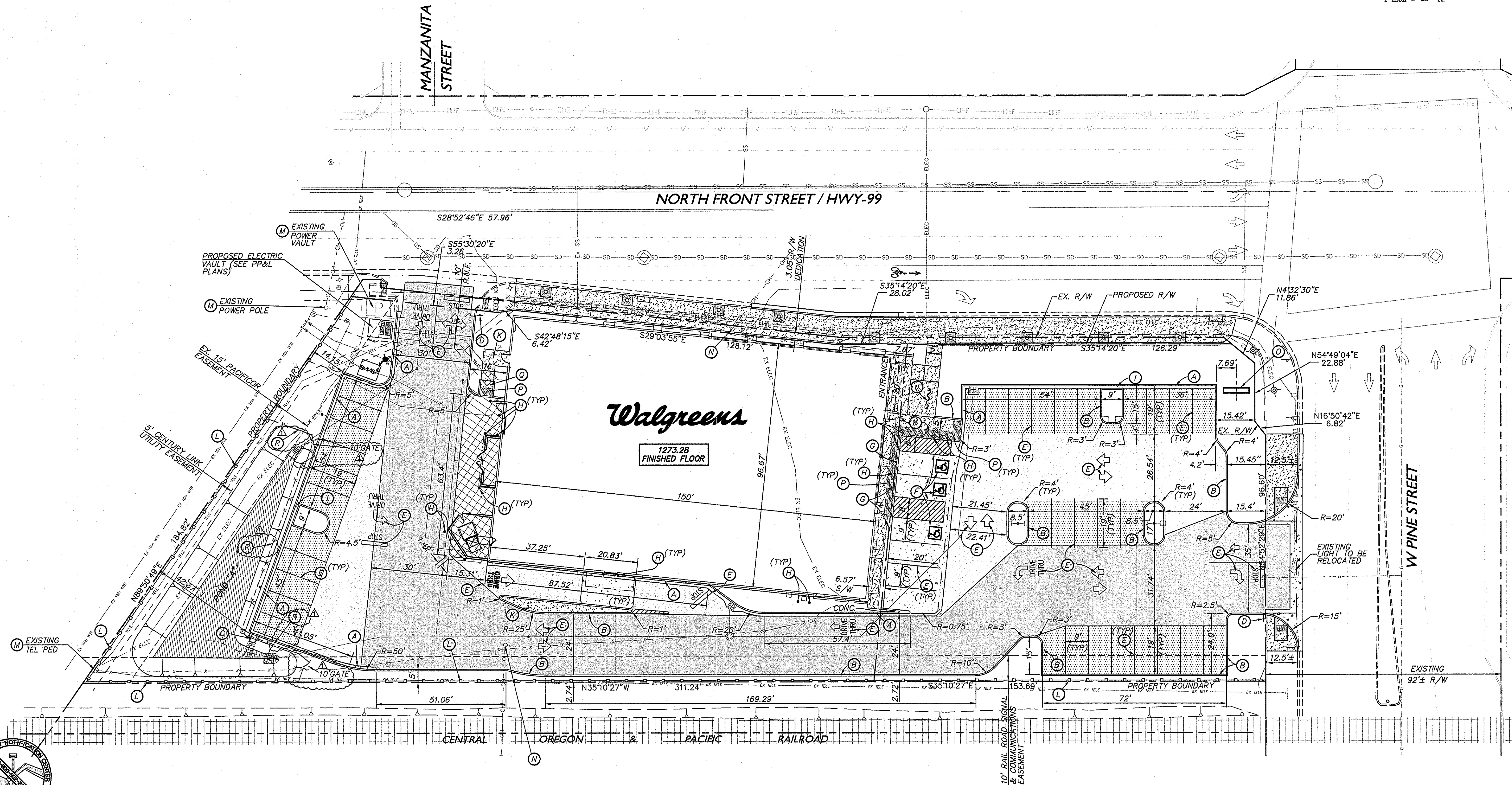
- (A) CONSTRUCT CURB & GUTTER PER DETAIL-13, SHT. C-514
- (B) CONSTRUCT VERTICAL CURB PER DETAIL-14, SHT. C-514
- (C) CONSTRUCT 2' WIDE CONCRETE CURB DROP WITH APRON PER DETAIL-15 SHT. C-514
- (D) INSTALL STOP SIGN PER DETAIL-2, SHT. C-513
- (E) INSTALL PAVEMENT STRIPING/SYMBOLS PER DETAIL-1, SHT. C-513
- (F) INSTALL PAVEMENT ADA STRIPING/SYMBOLS PER DETAIL-1A, SHT. C-513. ALL ADA STRIPING/SYMBOLS AND SINGAGE SHALL BE INSTALLED PER THE CURRENT OREGON STRUCTURAL SPECIALTY CODE.
- (G) PLACE ADA SIGNAGE AND POST PER DETAIL-4 & 5 SHT. C-513. ALL ADA STRIPING/SYMBOLS AND SINGAGE SHALL BE INSTALLED PER THE CURRENT OREGON STRUCTURAL SPECIALTY CODE.
- (H) INSTALL BOLLARDS PER DETAIL-3, SHT. C-513 (36" CLEAR MIN., 5'-4" CLEAR MAX.)
- (I) PROVIDE 12" WIDE CURB BREAK FOR DRAINAGE PURPOSES.
- (J) INSTALL BIKE RACK PER DETAIL-12 SHT. C-514
- (K) CONSTRUCT CONCRETE SIDEWALK, PER DETAIL-11 SHT. C-514
- (L) INSTALL PERIMETER FENCING PER DETAIL-7 SHT. C-513 (EXISTING PERIMETER FENCE TO BE REMOVED)
- (M) PROTECT EXISTING ITEM IN PLACE
- (N) EXISTING UTILITY POLE AND OVERHEAD LINES TO BE REMOVED BY PP&L SEE SHEET C-130 AND PP&L PLANS. CONTRACTOR TO COORDINATE WITH PP&L.
- (O) PROPOSED WALGREENS ~~READER BOARD~~ PYLON SIGN PER ARCHITECTURAL PLANS.
- (P) INSTALL TRUNCATED DOMES / DECTACTABLE WARNING STRIP PER DETAIL-17 & 18 SHEET C514
- (Q) CONSTRUCT PERPENDICULAR SIDEWALK RAMP PER OREGON STD. DWG. RD755 SHEET C-511
- (R) INSTALL 6' TALL CHAIN LINK FENCE AROUND PROPOSED POND AS SHOWN WITH TWO 10' WIDE ACCESS GATES PER WALGREENS SPECIFICATIONS. (FENCE TO BE 3' BEHIND CURB AT HEAD IN PARKING)



GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.



Walgreens  
FACILITIES PLANNING  
DESIGN AND ENGINEERING  
106 WILMOT ROAD  
DEERFIELD, IL 60015-5105

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF OREGON. XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

CONSTRUCTION ENGINEERING CONSULTANTS, INC.  
P.O. BOX 1724 • MEDFORD, OREGON 97501  
PH. (541) 779-5666 • FAX (541) 779-3139

NO.	DATE	BY	DESCRIPTION	REVISIONS
10/7/13		MMK	ADDED FENCING AROUND POND, REMOVED POND B	
10/9/13		MMK	REVISED NOTE (C)	
FOR CONSTRUCTION 10-13-2013				

SITE PLAN  
STORE #16974 WALGREENS  
Pine CPO, LLC  
N. 43 FRONT ST  
CENTRAL POINT, OREGON

CADD PLOT: C-100 CEC PROJ. # 13-32  
DRAWN BY: TAM  
DATE: 08/13/2013  
REVIEWED: MMK, AMB

C-100

**WALGREENS' HWY. 99 STREETScape REIMBURSEMENT COSTS**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Remove Existing Sidewalk/Driveway	220	SY	\$ 15.00	\$ 3,300.00
2	Construct Sidewalk	2,676	SF	\$ 5.50	\$14,718.00
3	Remove Existing Curb and Gutter	58	LF	\$ 7.50	\$ 435.00
4	Construct Curb and Gutter	58	LF	\$ 15.00	\$ 870.00
5	Remove and Relocate Existing Pedestrian Street Light	1	LS	\$ 5,000.00	\$ 5,000.00
6	Install Sidewalk Tree Grates	9	EA	\$ 1,000.00	\$ 9,000.00
7	Street Trees and Irrigation	1	LS	\$ 2,500.00	\$ 2,500.00
<b>TOTAL</b>					<b>\$35,823.00</b>

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

**A RESOLUTION OF THE CENTRAL POINT DEVELOPMENT COMMISSION  
APPROVING A STREETSCAPE REIMBURSEMENT AGREEMENT  
WITH WALGREENS**

**(File No: 13013)**

**Recitals:**

- A. Tatum Real Estate (Walgreens) has requested reimbursement for streetscape improvements along Hwy. 99 to be constructed as part of the Walgreens development; and
- B. The requested streetscape reimbursement is consistent with the Project No. 4, Hwy. 99 Corridor Improvements identifying the Development Commission's intent to improve the streetscapes along Hwy. 99 subject to availability of funding; and
- C. The Development Commission does not have at this time sufficient funds necessary to construct the Walgreens Hwy. 99 streetscape improvements.

The City of Central Point Resolves,

- 1. That the City of Central Point Development Commission by Resolution No. \_\_\_\_\_ hereby authorizes the Urban Renewal Director to enter in to a Streetscape Reimbursement Agreement ("Agreement") for streetscape improvements along the property's Hwy. 99 frontage as specified in the Agreement, in an amount not to exceed \$35,823 to be paid over a period of seven (7) years at an annual interest rate of 1.36% commencing on January 15, 2016.

**PASSED** by the Development Commission and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Hank Williams, Chair

ATTEST:

\_\_\_\_\_  
City Representative



**STAFF REPORT**

December 12, 2013

**AGENDA ITEM: V-B**

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Consideration of Resolution to authorizing the Finance Director to open a Local Government Investment Pool account.

**STAFF SOURCE:**

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Bev Adams, Finance Director

**BACKGROUND:**

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Now that the Development Commission has begun receiving tax increment revenue it is necessary that the Development Commission authorize the Finance Director to open an account with the Local Government Investment Pool in the name of the Central Point Development Commission. The Local Government Investment Pool require the Development Commission to authorize the finance direct to open an account by resolution.

**EXHIBITS/ATTACHMENTS:**

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Resolution

**ACTION:**

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Consider resolution

**RECOMMENDATION:**

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Adopt resolution



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

**A RESOLUTION OF THE CITY OF CENTRAL POINT DEVELOPMENT  
COMMISSION AUTHORIZING THE FINANCE DIRECTOR TO OPEN AN ACCOUNT  
IN THE NAME OF THE CENTRAL POINT DEVELOPMENT COMMISSION WITH  
THE LOCAL GOVERNMENT INVESTMENT POOL**

Recitals:

- A. The City Council on March 8, 2012 approved the Downtown & East Pine Street Corridor Revitalization Plan, an urban renewal Plan for the City of Central Point (the “Plan”); and
- B. In accordance with ORS 457.035 the Plan created the Central Point Development Commission (the CPDC”) as the urban renewal agency responsible for administration of the Plan; and
- C. In accordance with ORS 457.045(3) the City Council will serve as the CPDC; and
- D. Beginning fiscal year 2013-14 the CPDC will begin collecting revenue and which need to be deposited in a Local Government Investment Pool account.

The City of Central Point resolves as follows;

- 1. That the Central Point Development Commission by Resolution No. \_\_\_\_\_ hereby directs the City Finance Director to open an account with the Local Government Investment Pool in the name of the Central Point Development Commission.

**PASSED** by the Central Point Development Commission and signed by me in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Hank Williams, Chair

ATTEST:

\_\_\_\_\_  
Deanna Casey, City Recorder