

CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda

Thursday, November 8, 2018

Mayor Hank Williams

Ward I Bruce Dingler

Ward II Michael Quilty

Ward III
Brandon Thueson

Ward IV
Taneea Browning

At Large Rob Hernandez

At Large Michael Parsons

Next Res (1558) Ord (2051)

- I. REGULAR MEETING CALLED TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. SPECIAL PRESENTATIONS
 - 1. Best of the Best Recognition (Police Department)

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 October 25, 2018 City Council Minutes
- B. Acceptance of September 30, 2018 Financial Statements
- C. Approval of Community Christmas Parade Route and Temporary Street Closure

VII. ITEMS REMOVED FROM CONSENT AGENDA

VIII. ORDINANCES, AND RESOLUTIONS

A.	Resolution No	, Approving the Second extension of the Solid Waste
	Disposal and Landfil	I Capacity Guarantee Agreement with Dry Creek Landfill,
	Inc. (Clayton)	
B.	Resolution No.	. Adopting Findings, Authorizing an Exception from

B. Resolution No. ______, Adopting Findings, Authorizing an Exception from Competitive Bidding and Awarding a Contract to Brown and Caldwell for an Update to the City Water Master Plan (Samitore)

IX. BUSINESS

- A. Bicycle Safety Improvements Pine Street (7th-Exit 33) (Samitore)
- B. Floodplain Management Update (Gindlesperger)
- C. 2019 Citizen Survey Update (Holtey)

- D. Planning Commission Report (Humphrey)
- X. MAYOR'S REPORT
- XI. CITY MANAGER'S REPORT
- XII. COUNCIL REPORTS
- XIII. DEPARTMENT REPORTS
- XIV. EXECUTIVE SESSION UNDER ORS 192.660 (2)(h) Legal Counsel

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

XV. 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.

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, October 25, 2018

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	
Bruce Dingler	Ward I	Present	
Michael Quilty	Ward II	Excused	
Brandon Thueson	Ward III	Present	
Taneea Browning	Ward IV	Present	
Rob Hernandez	At Large	Excused	
Michael Parsons	At Large	Present	

Staff Present: City Manager Chris Clayton; Human Resource Director Elizabeth Simas; Police Chief Kris Allison; Police Captain Dave Croft; Parks and Public Works Director Matt Samitore; City Attorney Sydnee Dreyer; Recreation Manager Nikki Peterson; and City Recorder Deanna Casey.

IV. PUBLIC COMMENTS - None

V. CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Brandon Thueson, Ward III
SECONDER: Taneea Browning, Ward IV

AYES: Williams, Dingler, Thueson, Browning, Parsons

EXCUSED: Michael Quilty, Rob Hernandez

- A. Approval of October 11, 2018 City Council Minutes
- B. Authorizing Meeting Cancellation for November and December 2018
- VI. ITEMS REMOVED FROM CONSENT AGENDA None
- VII. ORDINANCES, AND RESOLUTIONS
 - A. Resolution No._____, 2018 Personnel Policies & Procedures Manual

 Human Resource Manager Elizabeth Simas stated that the current Personnel

Policies were adopted in 2005. Changes over the years have been adopted but not incorporated into policies. Employees and managers have asked for an updated manual so each has a clear understanding of the expectations regarding the policies of the City of Central Point.

The proposed policies have been reviewed by City County Insurance Services (CIS) as well as Management Staff. The proposed manual was distributed to all employees on September 6, 2018 for review. Once the manual is approved by City Council all employees will be required to complete an Acknowledgement of Receipt.

If Council has any questions they are encouraged to contact the City Manager or Human Resource Department. Most changes are unwritten procedures, clarifications or updates of current policies, new or revised state and federal laws, and a rewrite of the former version with an entirely updated look. Periodic updates will be brought to the council as changes are made. Changes that are required by law or do not have significant impact will be changed as needed.

Michael Parsons moved to approve Resolution No. 1554, A Resolution Adopting the City of Central Point 2018 Personnel Policies & Procedures Manual.

RESULT: APPROVED [UNANIMOUS]

MOVER: Bruce Dingler, Ward I
SECONDER: Taneea Browning, Ward IV

AYES: Williams, Dingler, Thueson, Browning, Parsons

EXCUSED: Michael Quilty, Rob Hernandez

B. Resolution No. _____, A Resolution Adopting the Revised Management Compensation Plan

Mrs. Simas stated that the Management Compensation Plan was adopted in 2010. She highlighted some of the substantive changes like the addition of a part-time Human Resources Assistant; reclassification of positions; 2.5% increase to the salary schedule; streamlining the management evaluation process; inclusion of a gym/weight management membership reimbursement program; and the ability to allow the City Manager to place managers at any level of the City's Vacation accrual schedule as warranted.

City Manager Chris Clayton explained that the CPI Increase is not a guarantee for each person; he will place them accordingly each year. The change to the evaluation process is to streamline the reviews to semi-annual, with goal setting sessions between.

Brandon Thueson moved to approve Resolution No. 1555, A Resolution Adopting the Revised Management Compensation Plan.

RESULT: APPROVED AS AMENDED [UNANIMOUS]

MOVER: Brandon Thueson, Ward III SECONDER: Taneea Browning, Ward IV

AYES: Williams, Dingler, Thueson, Browning, Parsons

EXCUSED: Michael Quilty, Rob Hernandez

C. Resolution No. _____, A Resolution Adopting the July 1, 2018 - June 30, 2019 Classification Pay Plan

Mrs. Simas stated that this is an annual resolution adjusting and updating the Classification Pay Plan for all City Employees. The proposed resolution reflects revisions to the General Services Unit, Police Bargaining Unit and the Management Compensation Plan. Part A and B reflect the collective bargaining units contract and Part C reflects changes adopted by the previous resolution.

Michael Parsons moved to approve Resolution No. 1556, Adopting the July 1, 2018 - June 30, 2019 Classification Pay Plan.

RESULT: APPROVED [UNANIMOUS]
MOVER: Michael Parsons, At Large
SECONDER: Brandon Thueson, Ward III

AYES: Williams, Dingler, Thueson, Browning, Parsons

EXCUSED: Michael Quilty, Rob Hernandez

D. Resolution No. _____, A Resolution Setting Public Art Selection and Acquisition Policies and Guidelines

Parks and Public Works Director Matt Samitore explained that the City never adopted a policy for the display of public art. With the conclusion of the downtown improvements and possibility of public art at a future plaza staff thought it pertinent to have a policy in place. We have reviewed several policies from other cities and have created the recommended policy. This will focus on a process for acquisition and display, encouraging public participation and art related programs.

The City Council will be responsible for coordination, selection and purchase of artwork for the public art program using the procedures established in this policy.

Brandon Thueson moved to approve Resolution No. 1557, Setting Public Art Selection and Acquisition Policies and Guidelines.

RESULT: APPROVED [UNANIMOUS]
MOVER: Brandon Thueson, Ward III
SECONDER: Michael Parsons, At Large

AYES: Williams, Dingler, Thueson, Browning, Parsons

EXCUSED: Michael Quilty, Rob Hernandez

VIII. BUSINESS

A. Council Authorization of Exception from Competitive Bidding and Awarding a Contract to Brown and Caldwell for an Update to the City Water Master Plan

Mr. Samitore explained that this item will return as a resolution at the next Council meeting. The City Attorney noted that we are required to provide notice before approving a resolution awarding a bid without a public bidding process. Brown and Caldwell have worked on several Central Point water projects and know our system. They also work with the Medford Water Commission (MWC).

Mr. Clayton explained that this will save the city significant time and public resources by utilizing Brown and Caldwells' institutional knowledge of our water infrastructure complexities. We have not done a bid exemption in the past; however in this situation Brown and Caldwell are the only ones that could do this project justice.

No motion is requested at this time. Phase one will work with the Urban Reserve areas to master plan the UGB. This will be one more step crossed off for expansion.

B. Battle of the Bones 2018 Financial Report

Special Events Coordinator Nikki Peterson thanked those on the Council who judged the BBQ event this year. The judging for this years event was different from previous events. We decided not to continue as a Kansas City BBQ Society sanctioned event, which allowed us to put more funds into the prize money. The change allowed the judging to be less strict and to conform to other similar backyard BBQ competitions.

We collaborated with the Expo to utilize their new online ticketing system. This worked well for the city so we did not need to use extra personnel to sell tickets at the event. Friday night and Saturday are considered sell out days, the attendance was great. Sunday has always been a challenge and we are hoping to come up with another food option for next year.

This year's sponsors included Sherm's Thunderbird Markets and C&K Markets. The event this year showed a profit of \$12,203. The Parks foundation also got involved with the event and earned \$862 for Central Point Parks.

We are currently talking to the expo about expanding the BBQ section to include all the grass area in front of the Expo for next year allowing 16 to 17 BBQ teams.

IX. MAYOR'S REPORT

Mayor Williams reported that he attended the Study Session and the Medford Water Commission meeting.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- He will be out of the office on Friday.
- He has received an update on the proposed county jail, the county has purchased the property and had begun the process of proposing a bond for the project.
- We received a 6% increase on the 2019/2020 tax collection.
- In January the study session will discuss the financial overview for the next budget cycle.
- We met with the department heads this week regarding the citizen survey, will be returning to council with the questions in the next month or so.
- City Hall roof repair will begin October 31st and should be completed in a couple weeks.
- Left turn lane on the I-5 overpass seems to be failing during peak hours. We will be
 monitoring the situation along with ODOT. Hopefully this will be resolved when Table
 Rock construction is complete.
- He met with Carrie Reed today who is interested in several positions on our committees.

XI. COUNCIL REPORTS

Council Member Mike Parsons reported that:

- He attended the October 12, 2018 ribbon cutting event for Downtown. He thought it went well.
- He attended the October 15, 2018 Study Session
- He attended the Citizens Advisory Committee meeting on October 23, 2018.

Council Member Taneea Browning reported that:

- She attended the ribbon cutting for downtown. They estimate there were between 200 to 300 people attending. It was a great turn out.
- She attended the Study Session
- She attended the Fire District 3 Board meeting. The Central Point fire station should be done with seismic upgrades by the end of November.
- She attended the State of the Fair meeting. The expo receives 1% of gross FFA auction sales. Their net profit from the fair was \$130,000. The annual Goat show will be moving to the fall.
- There will be a ground breaking event for CraterWorks at 419 N. Front at 3 pm on November 5th.

XII. DEPARTMENT REPORTS

Parks and Public Works Director Matt Samitore reported that:

• We hope that the final change order for Twin Creeks Crossing is complete. They should be moving along with the project soon hopefully the weekend after Thanksgiving.

• The Recreation Staff will be at Hanley Farm on Saturday for our Pumpkin Fest. This event has grown each year. If you plan to go you should go early in the day.

Chief Allison presented a video showing the February 19, 2017 officer involved shooting in Central Point. She wanted the Council to see what our officers go through and how fast a situation can change. This dashcam video will be released to the public soon. We are hoping that JD Day will be able to attend our Veterans Day event. He will be in town visiting around that time.

Human Resource Director Elizabeth Simas invited all the Council to our Thanksgiving Appreciation lunch in November. This is an event to thank all our volunteers and Committee members.

XIII. ADJOURNMENT

Taneea Browning moved to adjourn, Brandon Thueson seconded. All said "aye" and the meeting was adjourned at 8:03 p.m.

The foregoing minutes of the October 25, 2018, Council meeting were approved by the City Council at its meeting of November 8, 2018.

Dated:	
	Mayor Hank Williams
ATTEST:	
City Recorder	
-	



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council DEPARTMENT:

Finance

FROM: Steven Weber,

MEETING DATE: November 8, 2018

SUBJECT: Acceptance of September 30, 2018 Financial Statements

ACTION REQUIRED: RECOMMENDATION:

Consent Agenda Item Approval

BACKGROUND INFORMATION: Attached are the City's financial statements for the period ending September 30, 2018 which represents 15 months of the biennium. The next 6 pages are the Revenue and Expenditure statements for each of the respective funds while the last page is the Budget Compliance report which recaps expense by department. In all funds, revenues and expenditures are on track for the time period.

General Fund total revenues received are 55.30% of budget with expenditures of 57.38%. The Taxes revenue line item is currently trending slightly below budget but will be corrected starting in November when the new year property tax receipts start coming in. Other revenue line items are trending as expected.

Street Fund revenues are at 50.31% of budget with expenditures of 50.31%. The Charge for Services revenue line item has the lingering effect of the Costco permit fees coming in at the end of the 2016-17 fiscal year when it was budgeted to happen at the beginning of the 2017-18 fiscal year. Otherwise most other revenue line items are trending as expected.

The Building Fund continues to show strong revenue totals that exceed overall budgeted revenues to this point in the biennium.

Water Fund total revenues are 68.36% of budget with expenditures at 64.82%. Charge for Services revenues (which includes water sales) is trending slightly higher than expected at 67.94% as we come out of the summer months.

Stormwater and Internal Services Fund revenues and expenditures are in line with this point in the biennium.

Overall, the City is in a very good financial position with overall revenues at 57.42% of total budget and expenditures of 56.19% of total budget.

FINANCIAL ANALYSIS: N/A

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Approve financial reports as presented as part of the consent agenda

ATTACHMENTS:

1. September 30 2018 Financial Statements

% of biennial budget ____

62.50%

	Biennium to Date				
	2017/19	Revenues &		Percentage	
	Biennial Budget	Expenditures	Difference	Received/Used	
General Fund					
Revenues					
Taxes	\$14,208,320	\$7,454,972	\$6,753,348	52.47%	
Licenses & Fees	\$130,000	\$127,285	\$2,715	97.91%	
Intergovernmental	\$1,177,340	\$795,534	\$381,806	67.57%	
Charges for Service	\$2,232,000	\$1,373,247	\$858,753	61.53%	
Fines and Forfeitures	\$167,000	\$87,724	\$79,276	52.53%	
Interest Income	\$73,000	\$94,395	-\$21,395	129.31%	
Miscellaneous	\$335,000	\$198,398	\$136,602	59.22%	
Transfers In	\$0	\$0	\$0	0.00%	
Total Revenues	18,322,660	10,131,555	8,191,105	55.30%	
Expenditures by Department					
Administration	4 555 056	9=0.00	C 9C-		
	1,577,835	879,968	697,867	55.77%	
City Enhancement Technical Services	409,000	272,070	136,930	66.52%	
	1,224,130	789,021	435,109	64.46%	
Mayor & Council	130,000	101,098	28,902	77.77%	
Finance	1,620,539	970,585	649,954	59.89%	
Parks	2,159,402	1,024,690	1,134,712	47-45%	
Recreation	1,004,180	477,082	527,098	47.51%	
Planning	1,250,530	694,381	556,149	55-53%	
Police	9,580,335	5,576,328	4,004,007	58.21%	
Interdepartmental	347,000	339,404	7,596	97.81%	
Transfers Out	246,100	196,165	49,935	79.71%	
Contingency	180,000	0	180,000	0.00%	
Total Expenditures by Department	19,729,051	11,320,791	8,408,260	57.38%	
Net Change in Fund Balance		(1,189,236)			
Beginning Fund Balance	3,952,493	3,895,448	-57,045		
Ending Fund Balance	2,546,102	2,706,212	160,110		

% of biennial budget

62.50%

High Tech Crime Unit Fund Revenues Intergovernmental Revenue \$0 \$0 \$0 0.00% Charges for Services 0 0 0 0.00% Miscellaneous 0 0 0 0.00%		Biennium to Date			
High Tech Crime Unit Fund Revenues Intergovernmental Revenue \$0 \$0 \$0 0.00% Charges for Services 0 0 0 0.00% Miscellaneous 0 0 0 0.00%		2017/19	Revenues &		Percentage
Revenues \$0 \$0 \$0 0.00% Intergovernmental Revenue \$0 \$0 0.00% Charges for Services 0 0 0 0.00% Miscellaneous 0 0 0 0.00%		Biennial Budget	Expenditures	Difference	Received/Used
Intergovernmental Revenue \$0 \$0 \$0 0.00% Charges for Services 0 0 0 0.00% Miscellaneous 0 0 0 0.00%	h Tech Crime Unit Fund				
Charges for Services 0 0 0 0.00% Miscellaneous 0 0 0 0.00%	levenues				
Miscellaneous o o o.oo%	Intergovernmental Revenue	\$0	\$0	\$0	0.00%
0.00%	Charges for Services	0	0	0.	0.00%
	Miscellaneous	0	0	0	0.00%
Interfund Transfers o o o o.oo%	Interfund Transfers	0	0	0	0.00%
Total Revenues 0 0 0 0.00%	otal Revenues	O	0	0	0.00%
Expenditures	xpenditures				
Operations o o o o.oo%	Operations	0	0	0	0.00%
Transfers 78,842 78,842 0 100.00%	Transfers	78,842	78,842	0	100.00%
Contingency 0 0 0.00%	Contingency	0	0	0	0.00%
Total Expenditures 78,842 78,842 0 100.00%	otal Expenditures	78,842	78,842	0	100.00%
Net Change in Fund Balance (78,842)	Net Change in Fund Balance		(78,842)		
Beginning Fund Balance 78,842 78,842 0	Beginning Fund Balance	78,842	78,842	0	
Ending Fund Balance 0 0 0	Ending Fund Balance	0	0	0	

			% of biennial budget	62.50%
		Biennium to Date		
	2017/19	Revenues &		Percentage
	Biennial Budget	Expenditures	Difference	Received/Used
Street Fund				
Revenues				
Franchise Tax	\$486,000	\$303,750	\$182,250	62.50%
Charges for Services	\$2,741,660	\$1,059,089	1,682,571	38.63%
Intergovernmental Revenue	\$2,358,960	\$1,438,183	920,777	60.97%
Interest Income	\$28,620	\$81,287	-52,667	284.02%
Miscellaneous	\$536,000	\$137,938	398,062	25.73%
Transfers In	\$150,000	\$150,000	0	0.00%
Total Revenues	6,301,240	3,170,247	3,130,993	50.31%
Expenditures				
Operations	5,554,856	2,512,499	3,042,357	45.23%
SDC	1,665,000	1,198,933	466,067	72.01%
Transfers	60,000	30,000	30,000	50.00%
Contingency	157,000	0	157,000	0.00%
Total Expenditures	7,436,856	3,741,432	3,695,424	50.31%
Net Change in Fund Balance		(571,184)		
Beginning Fund Balance	2,210,714	4,145,085	1,934,371	
Ending Fund Balance	1,075,098	3,573,901	2,498,803	
Capital Improvement Fund				
Revenues				
Intergovernmental	\$150,000	\$49,972	\$100,028	33.31%
Charges for Services	\$705,000	\$177,483	527,517	25.17%
Interest Income	\$4,000	\$8,932	-4,932	223.29%
Total Revenues	859,000	236,387	622,613	27.52%
Expenditures				
Parks Projects	664,000	48,720	615,280	7-34%
Parks Projects - SDC	50,000	0	50,000	0.00%
Transfers Out	143,800	71,900	71,900	50.00%
Total Expenditures	857,800	120,620	665,280	14.06%
		445 767		
Net Change in Fund Balance		115,767		
Net Change in Fund Balance Beginning Fund Balance	360,462	339,450	-21,012	

		,	% of biennial budget	62.50%
		Biennium to Date		
	2017/19	Revenues &		Percentage
	Biennial Budget	Expenditures	Difference	Received/Used
Reserve Fund		·		
Revenues				
Interest	\$6,000	\$14,913	-\$8,913	248.54%
Transfers In	\$128,842	\$103,842	25,000	80.60%
Total Revenues	134,842	118,755	25,000	88.07%
Expenditures				
Facility Improvements	0	0	0	0.00%
Total Expenditures	0	0	0	0.00%
Net Change in Fund Balance		118,755		
Beginning Fund Balance	631,204	689,618	58,414	
Ending Fund Balance	766,046	808,373	42,327	
Debt Service Fund				
Revenues				
Charges for Service	\$794,670	\$436,591	\$358,079	54.94%
Interest Income	\$2,000	\$4,032	-2,032	201.60%
Intergovernmental	\$O	\$ 0	0	0.00%
Special Assessments	\$44,000	\$0	44,000	0.00%
Miscellaneous Revenue	\$0	\$0	0	0.00%
Transfers In	\$391,900	\$194,065	197,835	49.52%
Total Revenues	1,232,570	634,688	597,882	51.49%
Expenditures				
Debt Service	1,241,993	594,623	647,370	47.88%
Total Expenditures	1,241,993	594,623	647,370	47.88%
Net Change in Fund Balance		40,066		
Beginning Fund Balance	101,336	60,464	-40,872	
Ending Fund Balance	91,913	100,530	8,617	
Building Fund				
Revenues				
Charges for Service	\$551,000	\$349,821	\$201,179	63.49%
Interest Income	\$6,000	\$13,484	-7,484	224.73%
Miscellaneous	\$0	\$680	-680	0.00%
Total Revenues	557,000	363,984	193,016	65.35%
Expenditures				
Personal Services	438,275	182,729	255,546	41.69%
Materials and Services	104,900	62,870	42,030	59.93%
Contingency	5,560	0	5,560	0.00%
Total Expenditures	548,735	245,600	303,135	44.76%
Net Change in Fund Balance		118,385		
Beginning Fund Balance	408,782	432,808	24,026	
Ending Fund Balance	417,047	551,193	134,146	

			% of biennial budget	62.50%
		Biennium to Date		
	2017/19	Revenues &		Percentage
**************************************	Biennial Budget	Expenditures	Difference	Received/Used
Water Fund	S			
Revenues				
Charges for Services	\$6,963,030	\$4,730,379	\$2,232,651	67.94%
Interest Income	\$32,764	\$45,242		138.08%
Miscellaneous	\$0	\$6,951	-6,951	0.00%
Total Revenues	6,995,794	4,782,572		68.36%
Expenditures				
Operations	7,376,891	5,090,943	2,285,948	69.01%
SDC Improvements	370,000	28,513	341,487	7.71%
Contingency	151,100	0	151,100	0.00%
Total Expenditures	7,897,991	5,119,456	2,778,535	64.82%
Net Change in Fund Balance		-336,883		
Beginning Fund Balance	2,502,253	2,807,325	305,072	
Ending Fund Balance	1,600,056	2,470,442	870,386	
Stormwater Fund				
Revenues				
Charges for Services	\$1,809,206	\$1,236,153	\$573,053	68.33%
Interest Income	\$15,894	\$27,555	-11,661	173.37%
Miscellaneous	\$0	\$0	. 0	0.00%
Total Revenues	1,825,100	1,263,708	561,392	69.24%
Expenditures				
Operations	1,593,961	970,625	623,336	60.89%
SDC	8,000	0	8,000	0.00%
Contingency	46,500	0	46,500	0.00%
Total Expenditures	1,648,461	970,625	677,836	58.88%
Net Change in Fund Balance		293,084		
Beginning Fund Balance	1,099,275	1,218,495	119,220	
E P .E In I				

1,275,914

Ending Fund Balance

1,511,579

235,665

			% of biennial budget	62.50%
		Biennium to Date		
	2017/19	Revenues &		Percentage
	Biennial Budget	Expenditures	Difference	Received/Used
Internal Services Fund				
Revenues				
Charges for Services	\$2,640,400	\$1,594,552	\$1,045,848	60.39%
Interest Income	\$5,000	\$7,603	(2,603)	152.07%
Miscellaneous	\$2,000	\$16,678	(14,678)	833.90%
Total Revenues	2,647,400	1,618,834	1,028,566	61.15%
Expenditures				
Facilities Maintenance	652,000	302,480	349,520	46.39%
PW Administration	1,322,619	802,664	519,955	60.69%
PW Fleet Maintenance	812,940	433,927	379,013	53.38%
Interfund Transfers	50,000	25,000	25,000	50.00%
Total Expenditures	2,837,559	1,564,072	1,273,487	55.12%
Net Change in Fund Balance		54,761		
Beginning Fund Balance	354,607	299,688	-54,919	
Ending Fund Balance	164,448	354,449	190,001	

Attachment: September 30 2018 Financial Statements (1066: September 30, 2018 Financial Statements)

City of Central Point Budget Compliance Report For period ending September 30, 2018

			% of b	iennial budget _	62.50%
	Department/	20/17/19	Biennium to Date	Percent	
Fund	Classification	Biennial Budget	Expenditures	Used	Difference
ieneral	Administration	\$1 , 577 , 835	\$879 , 968	55.77%	\$697,867
	City Enhancement	409,000	272,070	66.52%	136,930
	Technical Services	1,224,130	789,021	64.46%	435,109
	Mayor and Council	130,000	101,098	77.77%	28,902
	Finance	1,620,539	970,585	59.89%	649,954
	Parks	2,159,402	1,024,690	47.45%	1,134,712
	Recreation	1,004,180	477,082	47.51%	527,098
	Planning	1,250,530	694,381	55.53%	556,149
	Police	9,580,335	5,576,328	58.21%	4,004,007
	Interdepartmental	347,000	339,404	97.81%	7,596
	Transfers	246,100	196,165	79.71%	49,935
	Contingency	180,000	0	0.00%	180,000
	Total Expenditures	19,729,051	11,320,791	57.38%	8,408,260
TCU	Materials and Services	78,842	78,842	100.00%	C
	Total Expenditures	78,842	78,842	100.00%	C
		, . , .	,- 1-		
reet	Operations	5,614,856	2,542,499	45.28%	3,072,357
	SDC Improvements	1,665,000	1,198,933	72.01%	466,067
	Contingency	157,000	0	0.00%	157,000
	Total Expenditures	7,436,856	3,741,432	50.31%	3,695,424
pital	Park Projects	150,000	48,720	32.48%	101,280
ojects	Park Projects - SDC	564,000	0	0.00%	564,000
	Transfers	143,800	71,900	50.00%	71,900
	Total Expenditures	857,800	120,620	14.06%	737,180
ot Service	Total Expenditures	1,241,993	594,623	47.88%	647,370
			333300		
ilding	Personnel Services	438,275	182,729	41.69%	255,546
	Materials and Services	104,900	62,870	59.93%	42,030
	Contingency	5,560	0	0.00%	5,560
	Total Expenditures	548,735	245,600	44.76%	303,135
ter	Operations	7,376,891	5,090,943	69.01%	2,285,948
	SDC Improvements	370,000	28,513	7.71%	341,487
	Contingency	151,100	0	0.00%	151,100
	Total Expenditures	7,897,991	5,119,456	64.82%	2,778,535
ormwater	Operations	1,593,961	970,625	60.89%	623,336
"	SDC Improvements	8,000	0	0.00%	8,000
	Contingency	46,500	0	0.00%	46,500
	Total Expenditures	1,648,461	970,625	58.88%	677,836
ernal	Facilities Maintenance	652,000	302,480	46.39%	349,520
rvices	PW Administration	1,322,619	802,664	60.69%	519,955
	PW Fleet Maintenance	812,940		53.38%	
	Transfers	50,000	433,927 25 , 000	53.30% 50.00%	379,013 25,000
		50,000	2),000	J0.00/6	23,000
	Total Expenditures	2,837,559	1,564,072	55.12%	1,273,487



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: November 8, 2018

SUBJECT: Approval of Community Christmas Parade Route and Temporary Street

Closure

ACTION REQUIRED: RECOMMENDATION:

Consent Agenda Item Approval

BACKGROUND INFORMATION: With the recent completion of the downtown streetscape project, staff would like to move the parade back to being primarily located on East Pine Street. Additionally, staff would like to avoid reducing access to the Post Office during the busy holiday season.

The new parade route will stage on South 7th Street and then proceed North to East Pine Street, then continue on the previous path to City Hall on South Second Street. The proposed parade route will affect a few houses that evening while the parade entries are staging. Inasmuch, Staff will be contacting the individual houses and allow local access for property occupants.

All streets—except for the immediate area around City Hall—will be reopened immediately following the parade. Street closures will start at 3 PM and be reopened at approximately 5:30 PM.

FINANCIAL ANALYSIS: N/A

LEGAL ANALYSIS: N/A

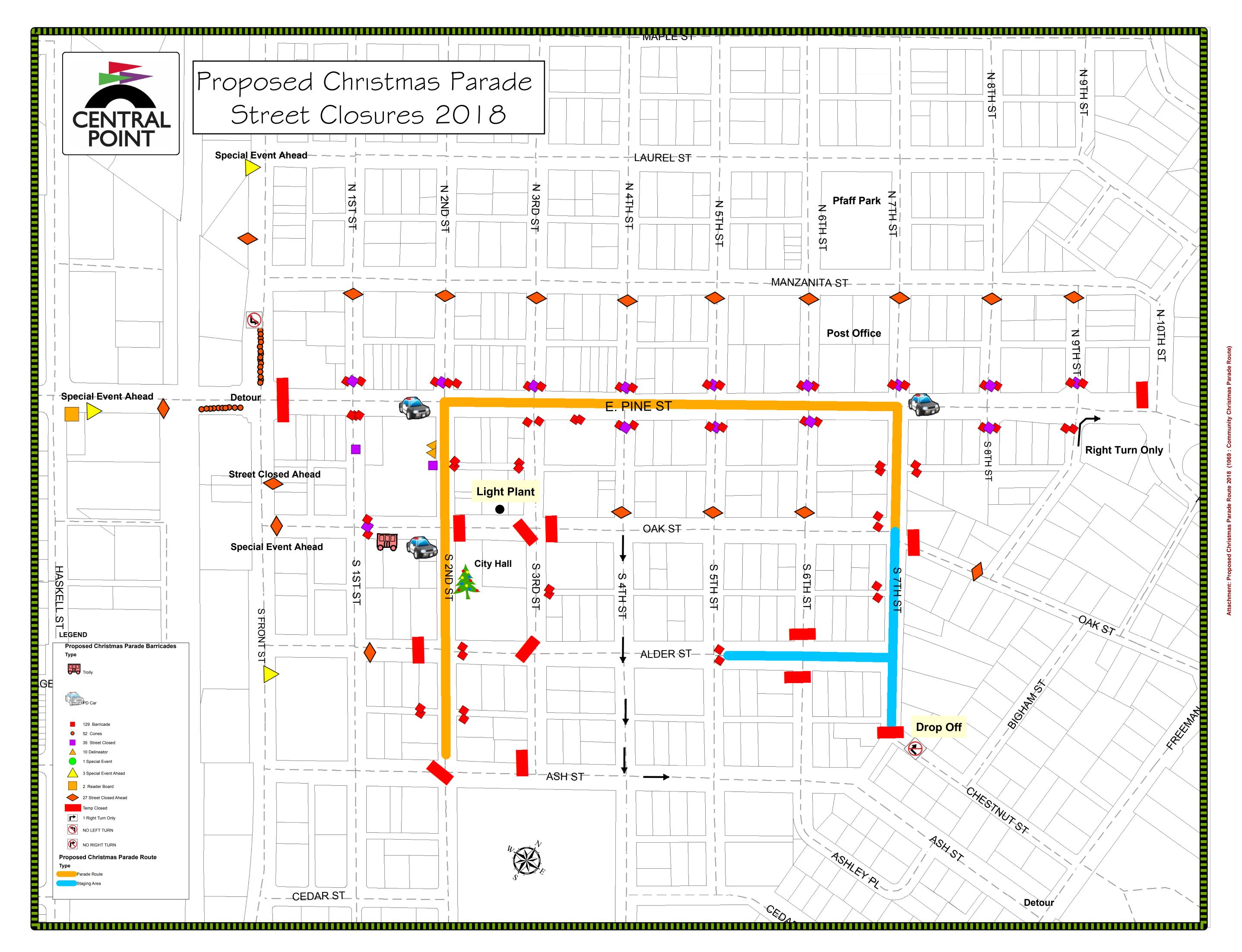
COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Approval of new route and temporary street closures.

RECOMMENDED MOTION: Approval of new Community Christmas parade route and temporary street closures.

ATTACHMENTS:

Proposed Christmas Parade Route 2018





City of Central Point Staff Report to Council

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:
		City Manager

FROM: Chris Clayton, City Manager

MEETING DATE: November 8, 2018

SUBJECT: Resolution No. _____, Approving the Second extension of the Solid

Waste Disposal and Landfill Capacity Guarantee Agreement with Dry

Creek Landfill, Inc.

ACTION REQUIRED: RECOMMENDATION:

Resolution Approval

BACKGROUND INFORMATION:

In an effort to provide a fully modernized solid waste facility to the citizens of Central Point, the City entered into the initial <u>Solid Waste Disposal and Landfill Capacity Guarantee</u>

<u>Agreement</u> on February 6, 1997. The initial agreement term extended until January 1, 2029, with options to for 10-year extensions to be considered in 2009 & 2019 and which would extend the agreement beyond 2029. The City Council approved the first 10-year extension of the capacity guarantee on February 17, 2009.

The initial capacity guarantee agreement approved in 1997 offers a 60-day window for consideration of the 2009/2019 10-year extension options, with the current window extending from November 1, 2018, until the end of the calendar year. Per the terms of the agreement, Rogue Disposal/Dry Creek Landfill has submitted a letter of request asking the city council to consider a second 10-year extension (agreement term would now extend to 2049).

Extending the Solid Waste Disposal and Landfill Capacity Guarantee Agreement offers the following benefits for the City of Central Point:

- 1. Dry Creek Landfill/Rogue Disposal will guarantee the landfill's capacity—and ability to serve the solid waste needs Central Point customers—for a period of 30-years (2049).
- 2. Per the agreement, Dry Creek Landfill/Rogue Disposal will ensure that solid waste generated within Central Point city limits will be properly disposed of in a manner consistent with all local, state and federal regulations.
- 3. The City will retain the option of extending the agreement for an additional 10-year period in 2028.
- 4. Approval of a new 10-year extension will not alter the current agreement and all remaining terms will remain in full force and effect.

FINANCIAL ANALYSIS: N/A
LEGAL ANALYSIS:
COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:
STAFF RECOMMENDATION: Approval of the resolution extending the Solid Waste Disposal and Landfill Capacity Guarantee for an additional 10-year period (new agreement term would conclude in 2049).
RECOMMENDED MOTION:
I move to approve Resolution Noa Resolution Approving the Second Extension of the Solid Waste Disposal and Landfill Capacity Guarantee Agreement with Dry Creek Landfill, Inc. to January 1, 2049.

ATTACHMENTS:

- Landfill Capacity Extension Letter of Request 2018
 2009 Extension Resolution
- 3. Landfill Capacity 2019 Resolution



roguedisposal.com

Chris Clayton
City Manager
City of Central Point
140 South 3rd Street
Central Point, OR 97502

September 1, 2018

RE: Solid Waste Disposal and Landfill Capacity Guarantee Agreement dated February 6, 1997.

Dear Chris,

The above Agreement has provided for the development of a fully modern approved landfill which allowed us to provide a first-class solid waste system to the citizens of Jackson County.

The initial term of that Agreement was from the execution date to January 1, 2029 and provided for extensions. I've attached the first extension for your reference. The second extension date is January 1, 2019 (See Section 2, Page 6). Section 2 Provides:

"That during the sixty-day period prior to each extension date (as hereinafter defined) DCL and the City shall have the option to extend the scheduled termination date for an additional ten-year period beyond the then-scheduled termination date which option shall be set forth in a letter agreement signed by the City and DCL."

The sixty-day period will commence November 1, 2018, but I would like to discuss this matter with you so that we can be ready for the extension period. The extension assures Central Point a continued, long-term solution for disposal of its solid waste.

Please give me a call when you have time to discuss this matter.

Very Truly Yours,

Garry L Penning

Director of Governmental Affairs & Marketing

Dany L Pening

FIRST EXTENSION TO SOLID WASTE DISPOSAL AND LANDFILL CAPACITY GUARANTEE AGREEMENT

THIS FIRST EXTENSION is made and entered into this 17 day of 2008 between the City of Central Point, an Oregon municipal corporation, hereinafter called the "City" and DRY CREEK LANDFILL, INC., an Oregon corporation, hereinafter called "DCL".

WHEREAS the parties entered into a Solid Waste Disposal Landfill Capacity Guarantee Agreement in January 31, 1997 and

WHEREAS under the terms of that Agreement in Paragraph 2.1, Page 6, the parties by agreement can extend the term of that Agreement from January 1, 2029 to January 1, 2039 and

WHEREAS the parties agree to extend the term of the Agreement to that date,

NOW, THEREFORE, the parties hereby agree as follows:

- 1. The term of the Solid Waste Disposal Landfill Capacity Guarantee Agreement referred to above be and it hereby is extended to January 1, 2039.
- 2. The remaining Terms of the Solid Waste Disposal and Landfill Capacity Guarantee Agreement remain in full force and effect.

EXECUTED as of the day and year first above written.

CITY OF CENTRAL POINT

By

Attest by:

its City Recorder

DRY CREEK LANDFILL, INC.

Stephen M. Gambee,

Chief Executive Officer

PAGE 1 - FIRST EXTENSION OF THE SOLID WASTE DISPOSAL AND LANDFILL CAPACITY GUARANTEE AGREEMENT

RESOLUTION NO.	

A RESOLUTION APPROVING THE SECOND EXTENSION OF THE SOLID WASTE DISPOSAL AND LANDFILL CAPACITY GUARANTEE AGREEMENT WITH DRY CREEK LANDFILL, INC. TO JANUARY 1, 2049

Recitals:

- A. The City Council approved the initial solid waste disposal and landfill capacity guarantee agreement on February 6, 1997.
- B. The City Council approved the first extension of the solid waste disposal and landfill capacity guarantee agreement on February 17, 2009 which extended the agreement to January 1, 2039.
- C. The City Council believes that long-term solid waste disposal and landfill capacity planning is in the best interest of the citizens of Central Point.

The City of Central Point resolves as follows:

Section 1. The Sectiond Extension to the Solid Waste Disposal Landfill Capacity Guarantee Agreement referred to above is hereby approved, extending the term of such agreement to January 1, 2049.

Section 2. The remaining terms of the Solid Waste Disposal and Landfill Capacity Guarantee Agreement remain in full force and effect.

Section 3. The City Manager is authorized to execute the Second Extension to the Agreement.

Passed by the Council and signed by me in authentication of its passage this _____ day of November 2018.

	Mayor Hank Williams
ATTEST:	
City Recorder	

Res. No._____; November 8, 2018



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: November 8, 2018

SUBJECT: Resolution No. _____, Adopting Findings, Authorizing an Exception

from Competitive Bidding and Awarding a Contract to Brown and Caldwell

for an Update to the City Water Master Plan

ACTION REQUIRED: RECOMMENDATION:

Resolution Approval

BACKGROUND INFORMATION: The City has previously contracted with Brown and Caldwell, Inc. to complete the 2008 Water Master Plan, as well as additional updates to the master plan in 2010, 2012 and 2014. Additionally, Brown and Caldwell maintains the city's water system hydraulic model, which allows us to make critical decisions about efficient operation of our water infrastructure.

Staff is requesting an exemption from the consultant selection process—as required by Oregon State Statute— because the City has invested significant time and resources with Brown and Caldwell and is very happy with the level of experience, knowledge and cost of their proposal. Phase 1 of the proposal is to focus on needs associated with the remaining Urban Reserve Areas that were not originally included in the 2008 master plan. Additionally, Phase 1 will consider the Public Works Corporation Yard water reservoir and pump station and determine necessary upgrades/changes prior to site demolition. Phase 2 will be updating the full hydraulic model to state of Oregon requirements for master plan implementation and submission.

By awarding a public bidding exemption, the City is anticipated to save significant time and public resources by maximizing Brown and Caldwell's institutional knowledge of Central Point's water infrastructure complexities.

FINANCIAL ANALYSIS: The City has budgeted \$174,000 in the remaining 18/19 FYI Budget. The not to exceed budget for Phase 1 of the contract is \$75,000. Phase 2 is estimated at an additional \$99,000. Phase 2 is higher as we are anticipating some regulatory changes in the upcoming Oregon legislative session.

LEGAL ANALYSIS: Pursuant to ORS 279B.085, the City Council, as the City's local contract review board, is authorized to approve a special procurement upon a finding that the alternative procedure is: 1) unlikely to encourage favoritism in the awarding of public contracts or to

substantially diminish competition for public contracts; and 2) is reasonably expected to result in substantial cost savings to the contracting agency or to the public or otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with the requirements that are otherwise applicable to competitive bid processes or small or intermediate procurements. In addition to making such a finding, the City must publicly notice the proposed exemption in the same manner as provided in ORS 279B.055 for competitive sealed bidding.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: Central Point Strategic Plan 2020; Strategic Priority: <u>Managed Growth and Infrastructure</u>; Goal 3: <u>Continually update infrastructure plans</u>.

STAFF RECOMMENDATION: Approval of Bid Exemption Process

RECOMMENDED MOTION: Approve Resolution__ Adopting Findings, Authorizing an Exception from Competitive Bidding and Awarding a Contract to Brown and Caldwell for an Update to the City Water Master Plan

ATTACHMENTS:

- 1. ConsultantAgreement_CentralPoint_MasterPlanP1_20181004
- 2. RESO & Findings for Public K Exemption
- 3. Master Plan Update Phases 2 Scope and Fee 20181004
- 4. 2018 Water Master Plan contract award

Prism 1	Project

AGREEMENT FOR CONSULTING SERVICES BETWEEN the <u>City of Central Point</u> AND BROWN AND CALDWELL FOR Water System Master Plan Update Phase 1

THIS AGREEMENT is made and entered into on this ______ day of _______, 20___ by and between <u>City of Central Point</u>, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to update the water system hydraulic model;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Scope of Work." If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. <u>Basic Services</u>

Consultant agrees to perform those basic services described in Exhibit A entitled "Scope of Work" (the "Services"). Any tasks not specifically described in Exhibit A are Additional Services.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed

in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. <u>Litigation Assistance</u>

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

- 1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
- Designate in writing a person to act as Client's representative with respect to this Agreement.
 Such person shall have complete authority to transmit instructions, receive information,
 interpret and define Client's policies, make decisions and execute documents on Client's
 behalf.
- 3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
- 4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
- 5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
- 6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and

Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit A. The estimated time for completion is by December 31, 2019. Consultant shall use its best efforts to perform the work specified in Exhibit A within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit A, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit B. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. <u>Standard of Care—Professional Services</u>

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. <u>Consultant's Opinion of Probable Costs (Cost Estimate)</u>

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. <u>Construction Phase Services</u>

- Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.
- 2. <u>Shop Drawing and Submittal Review</u>. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be

- required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
- 3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.
- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or in the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such alteration or unauthorized use.

B. <u>Electronic Copies</u>

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. <u>Consequential Damages</u>

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

- 1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- 3. Statutory workers' compensation and employer's liability insurance as required by state law.
- 4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

- 1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
- 2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

A. This Agreement may be terminated <u>by Client</u> as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this

Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

Except for termination of Consultant by Client for cause, Consultant shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination to account for Consultant's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXIII. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXIV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Jacob Young
Project Manager
Brown and Caldwell
6975 Union Park Center Suite 490

Midvale, UT 84047 Fax: 801-565-7330

Matt Samitore
Parks and Public Works Director

City of Central Point
140 South Third Street
Central Point, OR 97502
Fax: 541-664-6384

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXV AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brown and Caldwell	City of Central Point
Signature Jacol C. Young	Signature
Printed Name <u>Jacob Young</u>	Printed Name
Title Project Manager	Title

Federal Tax ID number: 94-1446346

Exhibit A - Phase 1 - Scope of Work

Introduction

This project is the first phase to update the Water System Master Plan (WSMP) for the City of Central Point, Oregon (City). Brown and Caldwell (BC) will update the water system hydraulic model developed for the previous master plan and use it to determine if previously identified projects are still appropriate and develop new projects. BC will also update demands, perform a water quality assessment, and summarize the City's water rights assessment into the master plan report. BC will perform a business case evaluation to develop a long-range capital program for the City's water system. A written report will reflect the results of this project, and a formal presentation of those results will be made to the City. The following scope of work lists the portion of this effort that will be performed in this phase.

Task 1 Project Management

Task 1.1 Administer Project and Schedule

BC will provide a Project Management Plan and will direct, coordinate, and monitor the activities of the project with respect to budget, schedule, and contractual obligations.

Task 1.2 Project Kickoff Meeting

BC will initiate the project with a kickoff meeting via web conference. BC will prepare an agenda for the kickoff meeting, collect water system data, and discuss the project schedule.

Task 1.3 Provide Project Coordination

BC will conduct regular progress conference calls or meetings with City personnel to review project progress, issues to be resolved, early study results, etc. Because master plan studies evolve over the course of the project, BC will work to ensure that the City personnel and BC team members remain "on the same page" regarding study direction, objectives, and deliverables.

Task 1.4 Conduct Quality Assurance/Quality Control (QA/QC) Reviews

BC will conduct internal QA/QC meetings and follow-up with technical experts as necessary during the project. All deliverables will receive internal QA/QC checking or peer review.

Task 2 Update Water System Demands and Storage Analysis

Task 2.1 Calculate existing demands and allocate

BC will use customer billing data provided by the City to determine the per capita use rate and unit use rate. BC will use data provided by the City from the pump station flows, tank levels, and MWC master meters to calculate maximum day demand, average day demand, and updated diurnal demand patterns.

Demand allocation includes the assignment of existing system demands to the appropriate locations in the model. The flow recorded at each customer meter will be assigned to the closest node in the model and scaled so that the total system demand matches the estimated total supply from MWC.

Fire flow demands will be based on the fire flow rates established for each land use type in the existing master plan. It is assumed that updated GIS data of existing and future land use is available to update the fire flow allocation to each hydrant in the system.

Task 2.2 Calculate future demands and allocate

Future demands will be calculated using population projections provided by the City and per capita use rates calculated for Task 1.3.1. Future demands will be added to the model in areas where growth is expected to occur.

Task 2.3 Storage Analysis

Perform a storage analysis to determine the amount of available storage compared with the required storage and how the system will be affected by the demolition of the Shops tank and addition of Taylor-West development.

Assumptions

- The City will provide monthly customer billing data and updated future demand projections.
- The City will provide hourly or shorter duration SCADA data required for diurnal pattern development.
- The City will provide 5-year, 20-year, and buildout population projections for calculating future demand.

Task 3 Field Testing and Facility Update

Task 3.1 Update water model with new facilities/controls

BC will verify the accuracy of facility location, sizing, and controls in the model. It is anticipated that only minor model revisions will be needed. BC's lead modeler will spend up to 24 hours updating and verifying the model facilities and controls. The City will provide GIS data of water mains, valves, pumps, and tanks that are not represented in the model, including planned near-term projects. BC will add all missing projects to the model from the GIS data provided. Pump curves will also be provided by the City for BC to verify that the appropriate curves are included in the model.

BC will summarize the control valve settings, isolation valve closures, tank level controls, and pump On/Off settings from the existing model for review by the distribution system operations manager. City operators will provide corrections to the controls to reflect the current control strategy for each demand condition. A model scenario will be created for each demand condition and the documented control strategies will be added to the appropriate scenario.

Task 3.2 Field testing plan

BC will submit a calibration field testing plan to the City for review. The plan will specify the testing locations and procedures, SCADA data that must be provided for the calibration efforts, and the equipment that will be required to perform the testing. City staff will review the plan to determine if testing locations or procedures need to be modified to prevent property damage, health and safety risks, or service disruptions. BC will revise the plan based on City comments and oversee the field testing activities to capture the information required to calibrate the model.

Task 3.3 Perform field testing

The testing will include up to 4 hydrant tests, as well as testing at each master meter (3) and pump station (2). A City vehicle and two City staff to operate the system facilities will be required for the testing. Two days of effort from distribution system operators will be required to perform the field tests. A BC employee will accompany the distribution system operators and supervise the testing.

Task 4 High-Priority Evaluations

Task 4.1 Shops PS Location Analysis

Task 4.1.1 Discuss Shops PS Relocation Options

Discuss options with the City for an alternate Shops PS location. Will include a web conference to discuss preliminary options and limitations. BC will investigate the feasibility of the alternatives and select up to 5 alternatives to investigate using the hydraulic model.

Task 4.1.2 Model Analysis

Model analysis of up to 5 PS location alternatives. For each alternative, BC will use the model to investigate the system performance with respect to pressure, operational controls, and additional facilities required.

Task 4.1.3 Document Results

Preliminary result for the analysis will be provided to the City via a web conference. BC will prepare a technical memorandum to fully document the results.

Task 4.2 Taylor-West Expansion Analysis

Task 4.2.1 Add model scenario

BC's lead modeler will spend up to 8 hours updating and verifying the piping and demands associated with this project. The City will provide GIS data of water mains, valves, pumps, and tanks that are not represented in the model, including planned near-term projects.

Task 4.2.2 Model analysis

BC will evaluate the distribution system using the hydraulic model to determine its capacity to deliver water to the Taylor-West area under peak demand and under fire flow conditions, both for existing demands and buildout demands. Any deficiencies discovered in the distribution system that are not addressed by the existing CIP will be identified.

Task 4.2.3 Document Results

Preliminary result for the analysis will be provided to the City via a web conference. BC will prepare a technical memorandum to fully document the results.

Assumptions

- Evaluation will be considered preliminary and subject to change with the completion of the Task 5 and 6 evaluations
- City will evaluate source capacity and associated water rights, BC will only evaluate delivery capacity to the development

- Criteria developed for the previous master plan will be used for evaluation
- Buildout evaluation will be based on the CIP from the previous master plan

Exhibit B - Phase 1 - Fee Estimate

		Central Point, City of (OR) Central Point Water Master Plan																					
		Young, Jacob C	Pierson, Julia M	Ricks, Colin R	Liechty, Shem R	Paulson, Bryan K	Sullivan, Laureen	Manocchio, Ryan N	Draheim, Daniel P	Oltean, Nicolae	Aristizabal, Christian	Reed, Maria C				Other Travel	Supplies		Sub 1				
Phase	Phase Description	PM	PA										Total Labor Hours	Total Labor Effort	APC			Total ODCs	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		\$210.00	\$102.00	\$134.00	\$251.00	\$251.00	\$231.00	\$153.00	\$117.00	\$153.00	\$134.00	\$102.00											
001	Project Management	64	24		13	6	0	0	0	0	0	30			0	0	C	0) (0	0	0	_0,00.
001	Administer Project and Schedule	24	24	0	1	0	0	0	0	0	0	0	49	•	0	0	C	0)		0	0	7,739
002	Kickoff Meeting	4	0	2	0	0	0	0	0	0	0	3		1,414	0	0	C	0)		0	0	1,414
003	Project Coordination	36	0	14	0	0	0	0	0	0	0	27	77	12,190	0	0	C	0)		0	0	12,190
004	QA/QC review	0	0	0	12	6	0	0	0	0	0	0	18	4,518	0	0	(0)		0	0	4,518
002	Water Sys Demand/Storage Analysis	12	0	38	4	0	0	0	0	0	0	72	126	15,960	0	0	C	0) (0	0	0	15,960
001	Calc and Allocate Existing Demands	8	0	19	4	0	0	0	0	0	0	36		·	0	0	C	0)		0	0	8,902
002	Calc Future Demands	2		16	0	0	0	0	0	0	0	30	48	•	0	0	C	0)		0	0	5,624
003	Storage Analysis	2	0	3	0	0	0	0	0	0	0	6	11	1,434	0	0	C	0)		0	0	1,434
003	Field Testing and Facility Update	8	0	27	2	0	0	0	0	0	0	44	81	10,288	0	5,000	C	5,000) (0	5,000	5,000	15,288
001	Add New Facilities to Model	4	0	7	0	0	0	0	0	0	0	8	19	2,594	0	0	C	0)		0	0	2,594
002	Field Testing Plan	2	0	10	2	0	0	0	0	0	0	18	32	4,098	0	0	(0)		0	0	4,098
003	Field Testing	2	0	10	0	0	0	0	0	0	0	18	30	3,596	0	5,000	C	5,000)		5,000	5,000	8,596
004	High Priority Evaluations	18	0	40	4	0	0	0	0	0	0	75	137	17,794	0	0	() 0) (0	0	0	17,794
001	Shops PS Location Analysis	12	0	21	2	0	0	0	0	0	0	39		9,814	0	0	C	0			0	0	9,814
002	Taylor-West Expansion Analysis	6	0	19	2	0	0	0	0	0	0	36	63	7,980	0	0	(0	•		0	0	7,980
	GRAND TOTAL	102	24	121	23	•	•	0	0	0	•	221	497	69,903	2	5,000		5,000) 0	5,000	5,000	74,903

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

RESOLUTION NO.	

A RESOLUTION ADOPTING FINDINGS, AUTHORIZING AN EXEMPTION FROM COMPETITIVE BIDDING AND AWARDING A CONTRACT TO BROWN AND CALDWELL FOR AN UPDATE TO THE CITY WATER MASTER PLAN

Recitals:

- A. Brown and Caldwell completed the City's last water master plan in 2008 and retains the most up to date hydraulic model of the City's water system in collaboration with the Medford Water Commission.
- B. Brown and Caldwell has completed two updates to the model since the original 2008 study to look at expansion of the Urban Growth Boundary (Tolo Area) and has analyzed the city's need for additional water reservoir locations.
- C. Brown and Caldwell is a qualified consultant and has personnel resources ready to complete the master plan within the next 9-12 months.
- D. Attached hereto as Exhibit A hereto, the City finds that an exemption from competitive bidding to award a contract to Brown and Caldwell meetings the requirements of ORS 279B.085 for special procurements.

The City of Central Point resolves as follows:

Section 1. The findings attached hereto as Exhibit A are hereby adopted and an exemption from competitive bidding is authorized.

Section 2. A contract in the form attached hereto as Exhibit B is hereby awarded to Brown and Caldwell for up to \$174,000 for the water master plan update, split into two phases. Phase 1 in the 18/19 FY budget and Phase 2 in the 19/21 FY Budget.

Section 3. This exemption is granted under the provisions of Oregon Revised Statutes 279B.085.

Passed by the Council and signed by me in authentication of its passage this _____ day of November, 2018.

November, 2018.	
	Mayor Hank Williams
ATTEST:	
	<u> </u>
City Recorder	

Res. No._____; November 8, 2018

RESOLUTION NO. ____ - EXHIBIT A

FINDINGS

Pursuant to ORS 279B.085 – Special Procurements, the following facts support an exemption from competitive solicitation for Updating the City Water Master Plan:

- Exempting this project is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts:
 - a) Brown and Caldwell ("Brown") has the specialized technical skills, expertise and resources to provide the City with a cost-effective update to the City Water Master Plan ("Plan").
 - b) Brown is uniquely qualified with in-depth knowledge of the City's existing Plan.
 - c) Brown was under contract with City and completed the Plan in 2008 as well as two updates to the model for the Tolo Area since the original Plan and has previously analyzed the City's need for additional water reservoir locations.
 - d) The Plan is in need of further updates to be completed in 2 phases over the 18/19 FY budget and the 19/21 budget.
 - e) Brown is a qualified consultant and has the personnel resources available to ensure completion of the master plan within the next 9-12 months.
 - Exempting this project is reasonably expected to result in substantial cost savings to the contracting agency or to the public:
 - a) Brown's familiarity with the City's Plan and water reservoir location needs enables it to efficiently provide Plan updates that will result in significant cost savings for the City.
 - b) Cost savings are achieved through the continuity of using the same team which has familiarity with the Plan, the updates and the future needs of the City.
 - c) Any change of contractor to update the Plan would require a substantial effort by the contractor to learn the existing Plan and prior analysis that resulted in such plan.
 - Public notice of the approval of a special procurement must be given:
 - a) Public notice of the exemption from competitive solicitation was published on City's website beginning _______.

Res. No._____; November 8, 2018

Phase 2 - Scope of Work

Introduction

This project is the second phase to update the Water System Master Plan (WSMP) for the City of Central Point, Oregon (City). Brown and Caldwell (BC) will update the water system hydraulic model developed for the previous master plan and use it to determine if previously identified projects are still appropriate and develop new projects. BC will also update demands, perform a water quality assessment, and summarize the City's water rights assessment into the master plan report. BC will perform a business case evaluation to develop a long-range capital program for the City's water system. A written report will reflect the results of this project, and a formal presentation of those results will be made to the City. The following scope of work lists the portion of this effort that will be performed in this phase.

Task 5 Update and Calibrate Model

Task 5.1 Calibrate Model

Hydraulic and dynamic calibrations will be performed in the model. Hydraulic calibration includes the verification of pump curves and the representation of hydraulic performance during the hydrant tests. The flow and pressure SCADA data gathered at each pump during field testing will be used to verify the pump curves on record. Dynamic calibration includes the verification of the facility control and performance over an extended period simulation. BC will simulate one 24-hour period in the model and compare the results to the SCADA records for tank level, pressure, pump run time, and pump flow.

BC's lead modeler will spend up to 48 hours (4 hours per hydrant test, 4 hours per site for dynamic calibration) correcting model controls and settings to achieve the targeted calibration results. The calibration results will be documented in the final report for this project. If the desired level of calibration cannot be achieved within the hours specified above, BC will provide recommendations for additional calibration efforts and the City will determine if funds should be authorized to perform the additional effort.

Assumptions

- Only minor model revisions will be needed. BC's lead modeler will spend up to 24 hours updating and verifying the model facilities and controls.
- The City will provide GIS data of water mains, valves, pumps, and tanks that are not represented in the model, including planned near-term projects.
- Pressure, flow, and tank level readings are available in the SCADA system at an adequate number of locations to capture the pressure information field during tests. Installation of additional pressure loggers will only be needed to capture supplemental information during the hydrant tests.
- City will provide equipment and personnel needed to operate the facilities during the scheduled testing days.

Task 6 Evaluate Water System

Task 6.1 Create Future Model Scenarios

BC will add scenarios representing the future water system to the model including a scenario for short-term (5-year), medium-term (20-year), and long-term (build-out) conditions. The scenarios will include the layout of future system piping and other future facilities. Future demands and fire flows will be added to all appropriate future model junctions.

Task 6.2 Develop Evaluation Criteria

BC will use the latest governing regulatory requirements, City standards, and general engineering practice to develop the criteria to be used in the evaluation of the water distribution system and the design of proposed improvements. No deliverables will be produced for this task. The City will review the proposed criteria which will be incorporated with the requested changes into the final WSMP report.

Task 6.3 Evaluate Existing Water System Capacity

BC will evaluate the distribution system using the hydraulic model to determine its capacity to deliver water under peak demand conditions and under fire flow conditions. Storage and supply capacities also will be reviewed to ensure that they meet operational and regulatory requirements. Any deficiencies discovered in the distribution system will be identified.

Task 6.4 Evaluate Future Water System Capacity

BC will evaluate and revise the future distribution system model as necessary to accommodate changes in water system service strategies, the City's latest future development planning, and identified deficiencies of the existing system. The system will be evaluated at the 5-year, 20-year, and buildout planning horizons. BC will evaluate the necessity of improvements recommended in the previous master plan that have not yet been constructed.

Task 6.5 Water Rights Evaluation

The City is currently evaluating water rights and actively procuring rights to meet their future water demands. BC will provide the updated water demand projections for the City to use in their evaluation and summarize the results of the City's evaluation in the WSMP report.

Task 6.6 Water Quality Evaluation

BC will review water quality monitoring data and current and probable future water quality regulations for the State of Oregon. BC will perform a water age analysis of the existing and future system and spatially compare the water age and the water quality sampling data.

BC will review the upcoming Medford Water Commission (MWC) corrosion report and document relevant impacts on the Central Point system in the WSMP report.

Assumptions

- Water quality monitoring data will be provided in GIS format.
- MWC report will be released in time to be evaluated and included in this project.

Task 7 Develop Capital Improvements Plan

Task 7.1 CIP cost estimates

BC will group identified improvements into projects. Planning level cost estimates (+35 percent accuracy) will be prepared for each project. BC shall review recent bid tabs from construction projects in the City as a source of construction cost data. City will provide bids of recent City construction projects to be used in addition to bid information obtained by BC.

Task 7.2 O&M Evaluation

BC will perform a limited evaluation of current O&M practices and the impacts of each CIP project on O&M. City to provide O&M labor/cost breakdown by facility type for the existing system.

Task 7.3 Business Case Evaluation

BC will perform a business case evaluation on all major projects or alternatives to ensure decisions on projects are in the best financial and long-term interest of the City.

Task 7.4 CIP Schedule

BC will determine the projected water system improvements required to maintain the current level of service for several planning horizons, including short-term (5-year), medium-range (20-year), and long-term (build-out) conditions. The short-term plan will address immediate needs, particularly those fire flow and water service issues identified by City staff and discovered in the system evaluation. The improvements will be grouped into projects, the projects will be prioritized and phased in order of importance, and suggested dates for construction will be assigned. Projects will be coordinated with mapping to illustrate required improvements.

Assumptions

- Max of 24 CIP projects
- City will provide bids of recent City construction projects to be used to validate cost estimates.

Task 8 Master Plan Report

Task 8.1 Draft WSMP Report

At completion of the evaluation and planning efforts, BC will submit a draft WSMP report to the City for review and comment. The report shall include the following:

- An Executive Summary
- Water system description
- Water demands and projections
- Model development summary
- Level of service goals
- System evaluation
- Maps of identified deficiencies and proposed improvements for each service area
- Justification for recommended work to be accomplished
- CIPs

Other supporting documentation

It is assumed that the City will provide a description of the alternatives to finance the water system improvements that can be included in the report.

Task 8.2 Final report

Following City review and receipt of comments from the draft report, BC will incorporate the comments, produce the final report, and submit five (5) printed copies to the City. BC will also provide digital copies of the final submittal to City in PDF or another City-approved format.

Task 8.3 State Submittal Assistance

BC will spend up to 16 hours helping the City submit the WSMP to the State. If additional help is required, the City will determine if additional funds should be authorized to perform the effort.

Task 8.4 Formal Presentation of Results

BC will make a final presentation on the WSMP to the City to go over the major projects in the CIP, business case evaluation, and any other major findings in the report. A final closeout meeting shall also be held to solicit any recommendations the City may have on how this planning process may be improved or other comments the City may have on the report.

Assumptions

• Presentation of results meeting will be conducted via web conference.

Deliverables

- Updated hydraulic model
- Draft and final report

		Central Po	nt, City of (OR) Centi	ral Point Wa	ter Master F	Plan																
		Young, Jacob C	Pierson, Julia M	Ricks, Colin R	Liechty, Shem R	Paulson, Bryan K	Sullivan, Laureen	Manocchio, Ryan N	Draheim, Daniel P	Oltean, Nicolae	Aristizabal, Christian	Reed, Maria C				Other Travel	Supplies		Sub 1				
Phase	Phase Description	PM	PA										Total Labor Hours	Total Labor Effort	APC			Total ODCs	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		\$210.00			•	\$251.00	\$231.00	\$153.00	\$117.00	\$153.00	\$134.00												
005	Update and Calibrate Model	18		29		0	0	0	0	0	0	58		14,084		0	0	0		0	0	0	14,084
001	Calibrate Model	18	0	29	2	0	0	0	0	0	0	58	107	14,084	0	0	0	0)		0	0	14,084
006	Eval Water System	40	0	55	8	4	40	0	0	0	0	102	249	38,426	0	0	0	0		0) 0	0	38,426
001	Create Future Model Scenarios	4	0	6	0	0	0	0	0	0	0	12	22	2,868	0	0	0	0			0	0	2,868
002	Develop Evaluation Criteria	8	0	10	0	0	0	0	0	0	0	18	36	4,856	0	0	0	0)		0	0	4,856
003	Evaluate Existing Capacity	4	0	8	2	0	0	0	0	0	0	15	29	3,944	0	0	0	0)		0	0	3,944
004	Evaluate Future Capacity	4	0	10	2	0	0	0	0	0	0	18	34	4,518	0	0	0	0)		0	0	4,518
005	Water Rights Evaluation	4	0	3	0	2	0	0	0	0	0	6	15	2,356	0	0	0	0)		0	0	2,356
006	Water Quality Evaluation	16	0	18	4	2	40	0	0	0	0	33	113	19,884	0	0	0	0)		0	0	19,884
007	Capital Improvements Plan	18	0	38	8	0	0	12	0	0	0	72	148	20,060	0	0	0	0)	0) 0	0	20,060
001	CIP Cost Estimates	8	0	13	8	0	0	12	0	0	0	24	65	9,714	0	0	0	0			0	0	9,714
002	O&M Evaluation	4	0	13	0	0	0	0	0	0	0	24	41	5,030	0	0	0	0)		0	0	5,030
003	Business Case Evaluation	4	0	6	0	0	0	0	0	0	0	12	22	2,868	0	0	0	0)		0	0	2,868
004	CIP Schedule	2	0	6	0	0	0	0	0	0	0	12	20	2,448	0	0	0	0)		0	0	2,448
008	Master Plan Report	36	4	43	10	0	0	0	16	0	0	81	190	26,374	0	0	1,000	1,000		0) 1,000	1,000	27,374
001	Draft Report	16	0	24		0	0	0			0			15,046		0	0	·			0	•	
002	Final Report	8	4	10	2	0	0	0		0	0	18		·		0	0	0)		0	0	5,766
003	State Submittal Assistance	4	0	6	0	0	0	0	0	0	0	12		2,868		0	0	0)		0	0	
004	Formal Presentation of Results	8	0	3	0	0	0	0	0	0	0	6	17	2,694	0	0	1,000	1,000			1,000	1,000	3,694
	GRAND TOTAL	112	4	165	28	4	40	12	16	_	0	313	694	98,944	0	0	1,000	1,000		0) 1,000	1,000	99,944

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.



Department of Public Works

PUBLIC NOTICE OF SPECIAL PROCUREMENT

NOTICE TO ENGINEERING CONTRACTORS

2018 UPDATE TO WATER MASTER PLAN

The City of Central Point plans to award a contract to Brown and Caldwell. Contract will be awarded at the City of Central Point, City Hall, 140 S. 3rd Street, Central Point, OR 97502 at 7:00 PDT on November 8, 2018 for the above referenced project. The contract has been submitted to Matt Samitore, Parks and Public Works Director, at the same address.

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

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

This project consists of updating the City of Central Point Water Master Plan to account for current and future needs.

The contract is for public work subject to ORS 279C.800 to 279.870, and ORS 279B.055 and 279B.085. 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 Pont that it is in the public interest to do so.

CITY OF CENTRAL POINT
Matt Samitore, Parks and Public Works Director



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: November 8, 2018

SUBJECT: Bicycle Safety Improvements Pine Street (7th-Exit 33)

ACTION REQUIRED: RECOMMENDATION:

Information/Direction Not Applicable

BACKGROUND INFORMATION: The City received an All Roads Safety Training (ARTS) Grant thru the Oregon Department of Transportation (ODOT) to analyze potential safety improvements for bicyclists riding East Bound on East Pine Street from 7th Street to the Exit 33 overpass. When agreeing to accept a fund exchange to manage the project internally, several members of the Council expressed concern about the project not solving the entire problem and potentially leading to further conflicts as bicyclists would not have a safe way to cross the overpass and asked that a review of plans be conducted before moving forward.

Staff signed a contract with RH2 Engineering, and they have prepared a set of plans based upon ODOTs initial review. The drawings show elimination of most of the third East Bound Travel lane in order to delineate the bicycle lane. The proposed design would meet the requirements of the Grant.

Staff's initial review brought up additional questions/concerns. The complete elimination of most of the third eastbound lane could potentially cause other traffic issues. Staff recommends that if this configuration is favored, a traffic impact analysis should be conducted before any additional engineering is conducted to ensure proper levels of service at 10/Freeman/East Pine and East Pine/Freeman Right turn land – Off-ramp area are met. Additionally, we have not received any plans from ODOT on further enhancements, short or long term, to the overpass itself.

FINANCIAL ANALYSIS: The City has spent \$5,000 in engineering costs to date on the project.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Staff would like to get some answers from ODOT on the overpass itself and enhancements to it before proceeding. Additionally, staff would like to

obtain a second option of a separated bike/pedestrian path that wouldn't utilize so much of the right of way.

RECOMMENDED MOTION:

ATTACHMENTS:

1. arts

6. EXISTING SIGNS NOT SHOWN ON THESE PLANS ARE TO REMAIN IN PLACE UNLESS

OTHERWISE DIRECTED BY THE ENGINEER.

Packet Pg. 53

SCALE: SHOWN

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

(BLE-G)

CW

GREEN SUPPLEMENTAL BICYCLE LANE

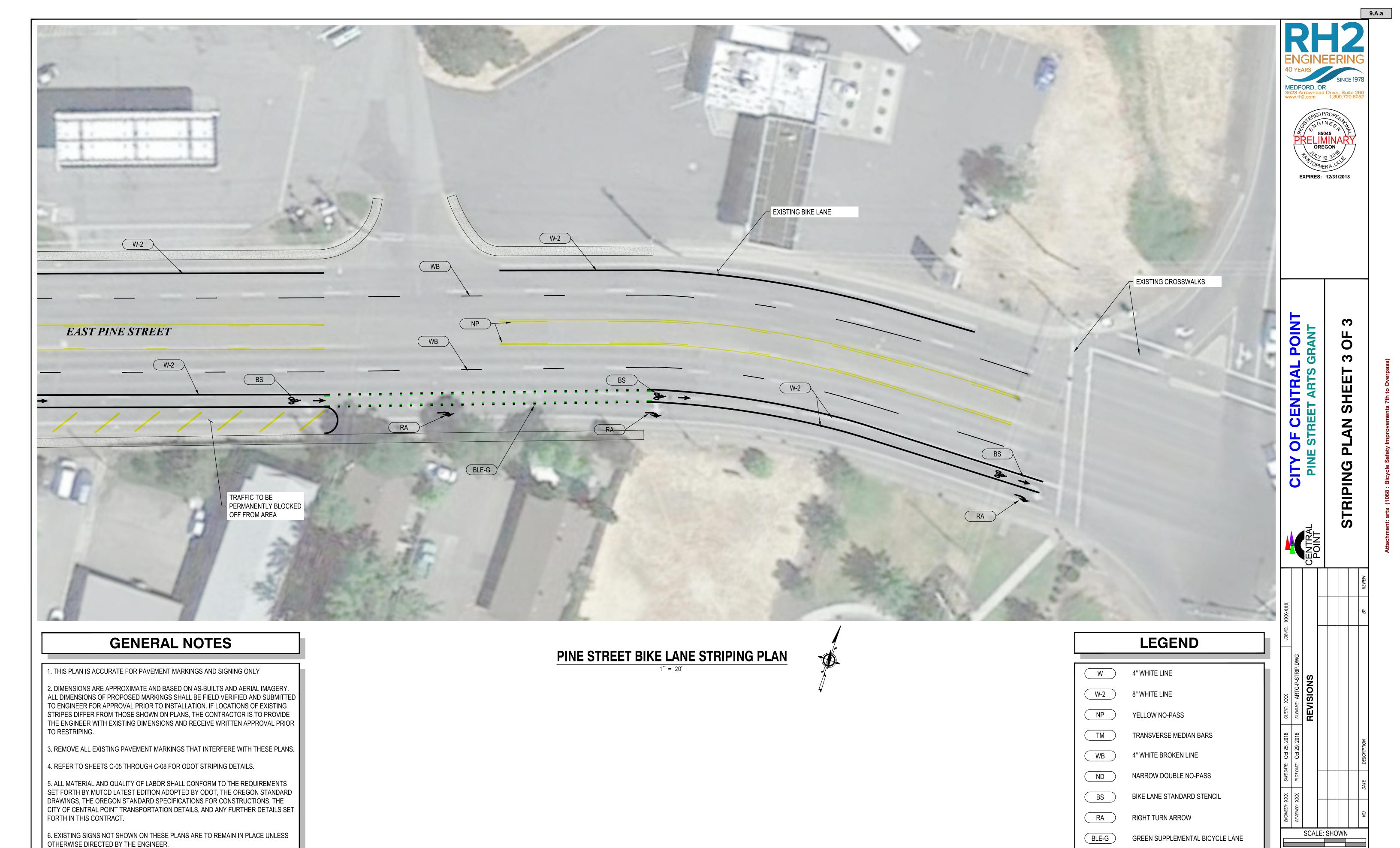
STANDARD CROSSWALK

Packet Pg. 54

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

CW

STANDARD CROSSWALK



Packet Pg. 55

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

(CW)

STANDARD CROSSWALK

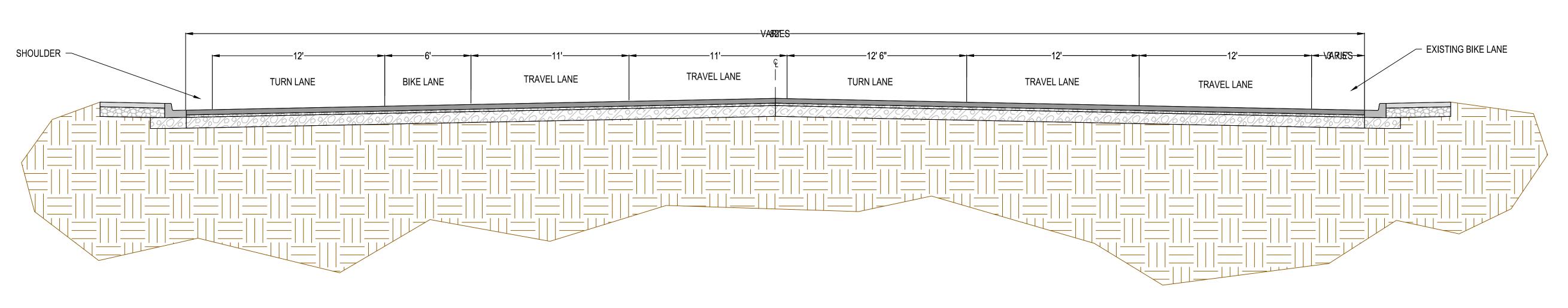
EXPIRES: 12/31/2018

SECTION

ROAD

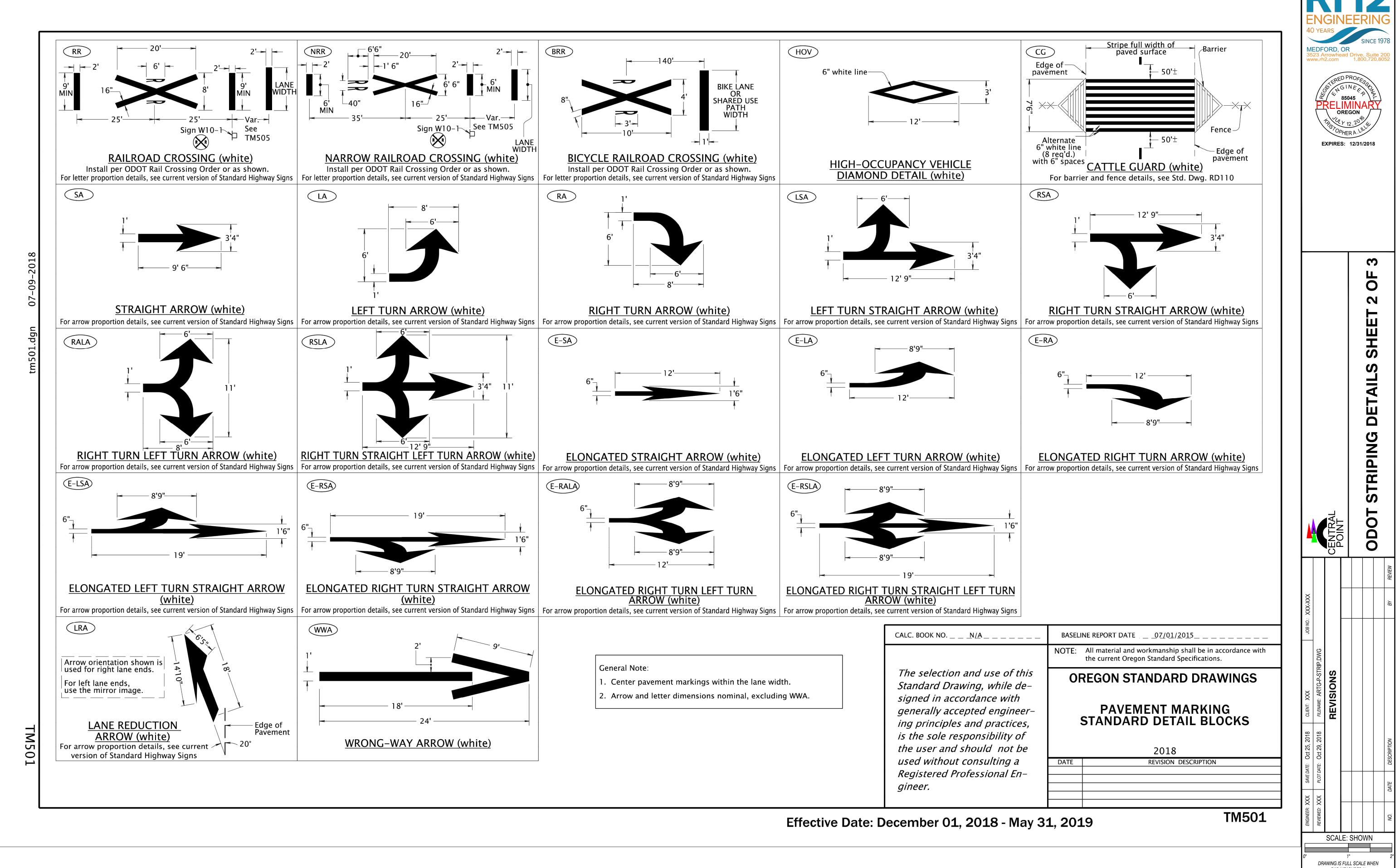


SCALE: SHOWN

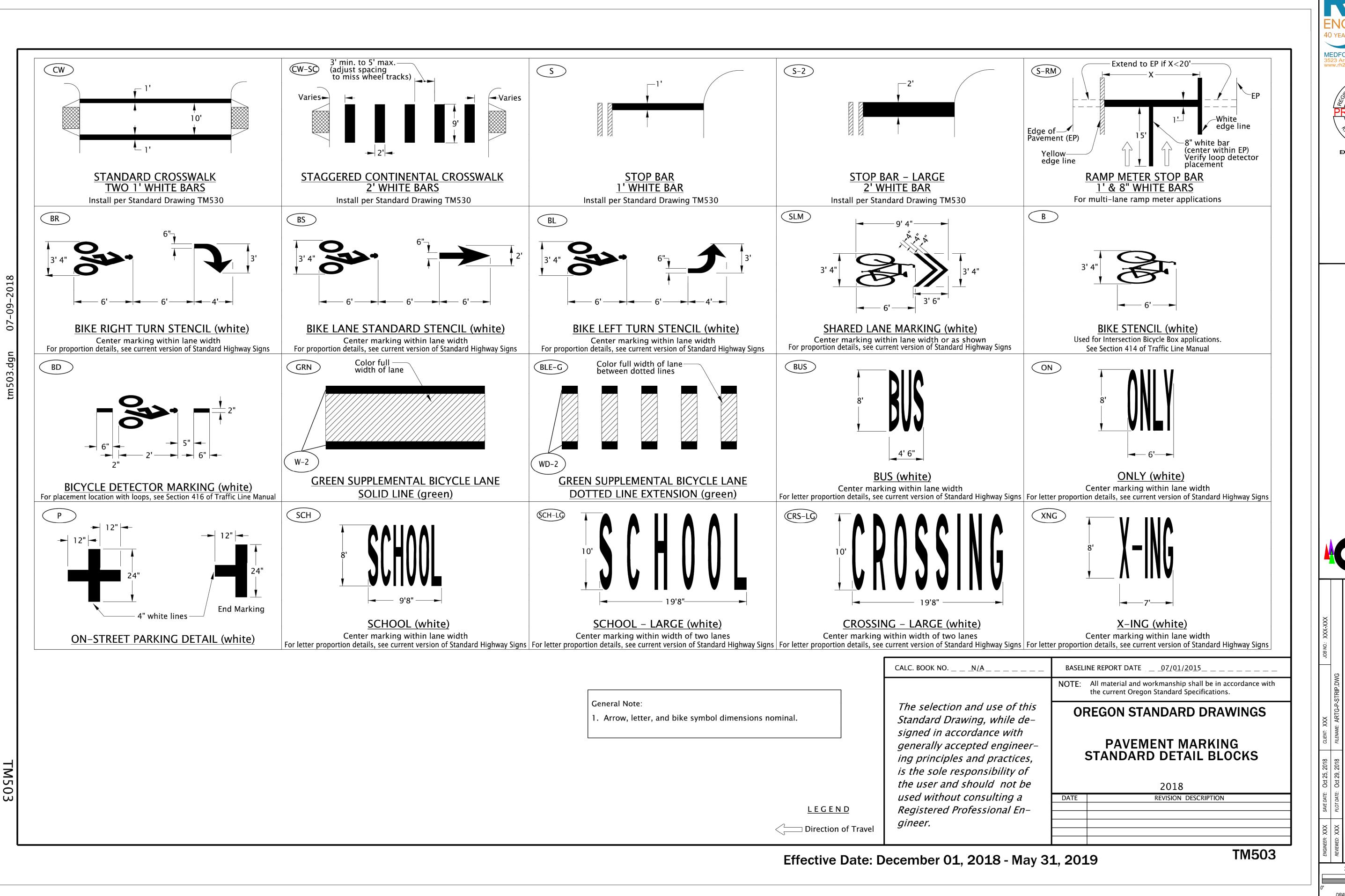


Packet Pg. 57

ST05



BAR MEASURES 2" ST06



DETAIL STRIPING

OF

SHEET

ODOT

SCALE: SHOWN DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

Packet Pg. 59



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council DEPARTMENT:

Community Development

FROM: Justin Gindlesperger, Community Planner II

MEETING DATE: November 8, 2018

SUBJECT: Floodplain Management Update

ACTION REQUIRED: RECOMMENDATION:

Information/Direction

Background

The purpose of this item is to provide the Council with a brief overview of the City's floodplain management program, which supports community resiliency through preventive and corrective measures. These measures include requirements for zoning, subdivisions, buildings and building codes and the overall floodplain environment. The City participates in the National Flood Insurance Program (NFIP), which has minimum management standards for communities, but the City implements higher standards to promote a stronger community.

Floodplain Program

Participation in the NFIP provides base floodplain management standards and makes federal flood insurance available for all residents and business owners in the community. This is important because 1) flood insurance provides financial protection for at-risk structures; and 2) federal law requires flood insurance as a condition of financing for properties in high risk flood hazard areas. As illustrated in the attached map (Attachment "A"), the City has seven (7) streams with 208 acres in high risk floodplains.

The City's floodplain program is more than the NFIP and flood insurance. Floodplain management is important in reducing flood losses and protecting City residents from the dangers of flooding. Some of the activities in the program include:

- Education and outreach
- Flood protection assistance
- · Online floodplain management information, including an Elevation Certificate database
- Open Space Preservation
- Higher regulatory standards
- · Floodplain management/hazard mitigation planning

Community Rating System

Flood insurance premiums continue to increase due to federal flood insurance reform laws passed in 2012 and 2014. The additional cost is a concern for Central Point families required to purchase flood insurance. In an effort to mitigate increasing costs, the City participates in the Community Rating System (CRS), which allows a community to earn automatic flood insurance discounts. Since Central Point's floodplain management program activities exceed the minimum NFIP requirements, seek to reduce flood damages and promote the protection of floodplains,

the City earns its residents a 20% discount on flood insurance premiums. Participation in the CRS requires documentation and certification. The recertification for the 2017-2018 cycle has been completed and the City continues to maintain records of the management activities.

What's ahead

Flood season in Central Point is generally from October through April. The focus of the program in the coming months will be to provide information to residents about flood risks, flood insurance, how to build appropriately in a floodplain, and how to protect people and property from a flood hazard.

Attachments:

Attachment "A" - Current Flood Insurance Rate Map (2016)

ATTACHMENTS:

1. Memo to Council_Attachment A



High Risk Floodplain Map



Legend

Floodway

Flood Zone AH

Flood Zone AO

Flood Zone AE

Flood Insurance Rate Map Community No. 410092 Map No. 41029C

Panel No. 1768F, 1769F,

1956F, 1957F Effective: May 3, 2011

Revised: September 14, 2016

PURPOSES ON P

Packet Pg. 62



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council DEPARTMENT:

Community Development

FROM: Stephanie Holtey, Principal Planner

MEETING DATE: November 8, 2018

SUBJECT: 2019 Citizen Survey Update

ACTION REQUIRED: RECOMMENDATION:

Information/Direction Not Applicable

BACKGROUND INFORMATION:

Since 2010 the City has conducted biennial surveys of citizens residing within the city limits to evaluate citizen satisfaction with city services and overall quality of life, as well as program and policy issues important to the Council and staff. The City is working with Northwest Research Group to prepare for the 2019 Citizen Satisfaction Survey, including updating the questionnaire. A key focus of this year's survey is to gather more information about citizen priorities and expectations in addition to their level of satisfaction.

Interviews were conducted with Department Directors to develop questions related to City programs and policy issues. At this time, the following topics were identified for inclusion in the survey:

- Community Center construction and operational funding support;
- Parks and Recreation facilities and services
- Community sponsored events
- Street road improvements
- Homelessness in Central Point
- Urban Renewal revitalization priorities
- Public safety
- Police Department confidence, approachability, and professionalism
- Downtown importance
- Downtown improvements perception
- Qualities most important to Central Point's Small town feel
- Building permit experience
- Business license experience
- Website accessibility and usefulness

These topics represent those that are important to staff. At the City Council meeting the draft questionnaire will be presented to receive further input from Council.

FINANCIAL ANALYSIS:

N/A

LEGAL ANALYSIS:

N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

The City's Strategic Plan identifies Proactive Government and Citizen Involvement as one of six priorities for moving the City toward its desired long term vision. The 2019 Citizen Survey is part of the strategy to build strong relationships between government and its citizens and addresses many of the City's strategic priorities and goals. These include but are not limited to: downtown revitalization and beautification, managed growth and infrastructure, recreation, transportation, and economic development.

STAFF RECOMMENDATION:

Provide input regarding additional policy, program, or service priorities that the Council would like included in the 2019 questionnaire.

RECOMMENDED MOTION:

N/A