



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, September 12, 2019

Next Res(1598) Ord (2060)

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

- V. **CONSENT AGENDA**

- A. **Approval of August 22, 2019 City Council Minutes**
- B. Proclamation for National Preparedness Month (Deanna Casey, Administration)
- C. Parks Commission Report August 2019 (Matt Samitore, Public Works)

- VI. **ITEMS REMOVED FROM CONSENT AGENDA**

- VII. **ORDINANCES, AND RESOLUTIONS**

- A. Second Reading - Ordinance No. _____, Amending in Part and Repealing in Part Central Point Municipal Code Chapter 2.40 to Adopt the League of Oregon Cities Model Public Contracting Rules (Dreyer)
- B. Resolution No. _____, Approving Purchase & Sale Agreement -West Pine Street (Samitore)

- VIII. **BUSINESS**

- A. Dennis Richardson Memorial Update (Samitore)
- B. Made in Southern Oregon Donation to Chamber (Samitore)
- C. Planning Commission Report (Humphrey)
- D. Annexation Information (Clayton)
- E. Discussion regarding legality of hemp-based sales in City (Dreyer)
- F. Rogue Disposal Rate Change Effective Date (Dreyer)

Mayor
Hank Williams

Ward I
Neil Olsen

Ward II
Kelley Johnson

Ward III
Brandon Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez

At Large
Michael Parsons

IX. MAYOR'S REPORT

X. CITY MANAGER'S REPORT

XI. COUNCIL REPORTS

XII. DEPARTMENT REPORTS

XIII. EXECUTIVE SESSION

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

XIV. ADJOURNMENT

Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 72 hours prior to the City Council meeting. To make your request, please contact the City Recorder at 541-423-1026 (voice), or by e-mail 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, August 22, 2019

I. REGULAR MEETING CALLED TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Attendee Name	Title	Status	Arrived
Hank Williams	Mayor	Present	
Neil Olsen	Ward I	Present	7:05 AM
Kelley Johnson	Ward II	Present	
Brandon Thueson	Ward III	Present	
Taneea Browning	Ward IV	Present	
Rob Hernandez	At Large	Excused	
Michael Parsons	At Large	Present	

Staff members present: City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Human Resource Director Elizabeth Simas and City Recorder Deanna Casey.

IV. PUBLIC COMMENTS

Julian Cordle - Jr Comets Coordinator

Mr. Cordle explained that in the spring the first Jr. Comets Soccer program was a huge success with 174 kids signing up. They have 220 kids signed up for the fall soccer program. They are very appreciative of the Parks and Recreation staff. They do a great job managing the fields that are available in our area. They are asking the city to wave the fees for use of the fields because they bring in so many people who attend the games and bring business to the city. He also showed the Jr. Comets new sports logo.

V. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brandon Thueson, Ward III
SECONDER:	Taneea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

A. Approval of August 8, 2019 City Council Minutes

B. Meeting Cancellation for September 26, 2019

Minutes Acceptance: Minutes of Aug 22, 2019 7:00 PM (CONSENT AGENDA)

C. Street Closures for Made in Southern Oregon

City Manager Chris Clayton informed the Council that the city did work with the business owners who were concerned about the street closure. Their concerns have been taken care of because one business is closed this weekend and the other will have extra parking signs posted. We will keep the Council informed if we have any other concerns from downtown businesses regarding the events Pine Street.

Brandon Thueson moved to approve the Consent Agenda as presented.

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. ORDINANCES, AND RESOLUTIONS

A. Resolution No. _____, Adding Workplace Safety Manager to the Classification Pay Plan

Human Resource Director Elizabeth Simas explained that the city would like Council approval for a new part-time position titled "Workplace Safety Manager". This position would be a management-level employee reporting to the HR Director. The position would add .5 FTE to the biennial budget.

This position will consist of employee involvement, work-site analysis, hazard prevention and control, and safety and health training for employees and supervisors. The goal is to prevent workplace injuries and illnesses. The public works department included money in the 2019-2021 Budget for contract services for the safety program. After considering our options, it was determined that we need to reinstate the part-time safety dedicated position which we had between 2010 and 2015. When that position became vacant staff decided to disperse the duties between current employees. It has been determined that we need a dedicated employee to keep the program growing.

There was discussion of the difficulty in filling the position as stated in the job description. We are hoping to find a retired public works employee or someone who prefers to work part time and has a public utility background.

Kelley Johnson moved to approve Resolution No. 1595, A Resolution adding a Workplace safety Manager to the Classification Pay Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kelley Johnson, Ward II
SECONDER:	Tanea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

B. Resolution No. _____, Adopting the July 1, 2019 – June 30, 2020 Classification Pay Plan

Mrs. Simas explained the proposed change will increase the management minimum/maximum salary bands 1.8% based on the US City Average CPI-U which will be effective January 2020. Pay changes for management employees are tied to performance and limited to the parameters set by the management compensation plan. Management salary ranges are to be reviewed at least every three years which

was done for 2017; the salaries will be reviewed in 2020.

The other changes are to add the part-time Workplace Safety Manager and increasing the Salary Band "C" for the Human Resources Assistant to be consistent with similarly situated administrative support staff in the other departments within the city.

Brandon Thueson moved to approve Resolution No. 1596, A Resolution revising the Classification Pay Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brandon Thueson, Ward III
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

C. Resolution No. _____, Approving First Amendment to Agreement for Option to Purchase for Real Property Known as Jackson County Assessor's Map 362W34 Tax Lots 200 & 300 and Authorizing City Manager to Effectuate Same

City Manager Chris Clayton presented the background regarding property that the City owns on Upton Road. In 2017 the city decided the property was surplus. We ended up leasing the property to Forest Stroud with the option to purchase. Recently Mr. Stroud approached the City seeking an amendment to the Option Agreement asking to purchase at an earlier date. The purchase price would increase and close before the end of September 2019.

Staff analyzed the loss of lease revenue with an increase in the purchase price and made a recommendation in June that this was in the best interest of the city. Council agreed and directed staff to return with an amended agreement.

There was a question from Council regarding Greenway access from this property. Mr. Clayton stated that he will research the proposed Greenway expansion plans to see if this property would be affected. He believes that the Greenway trail will be on the east side of the creek.

Michael Parsons moved to approve Resolution 1597, A Resolution Approving First Amendment to Agreement for option to Purchase for Real Property Known as Jackson County Assessor's Map No. 36 2W 34 Tax Lots 200 and 300 and Authorizing City Manager to Effectuate Same.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Parsons, At Large
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

D. First Reading of Ordinance Amending in Part and Repealing in Part Central Point Municipal Code Chapter 2.40 to Adopt the League of Oregon Cities Model Public Contracting Rules

City Attorney Sydnee Dreyer explained proposed purchasing rules are easier to read without all the references back to the state model rules which can be cumbersome

Minutes Acceptance: Minutes of Aug 22, 2019 7:00 PM (CONSENT AGENDA)

and confusing at times. The proposed rules were prepared by the League of Oregon Cities in 2017.

There is a recommended correction to 2.40.050 Public Contracts - Authority of Purchasing Agent (4). The City Manager would like to change the list for delegating in his absence. He would like it to read A. Any City Department Director as designated by the City Manager; B) City Building Official; and C) Mayor. These recommended changes if approved will be incorporated in the final reading of the Ordinance.

Brandon Thueson moved to second reading An Ordinance Amending in Part and Repealing in Part Central Point Municipal Code Chapter 2.40 to Adopt the League of Oregon Cities Model Public Contracting Rules with recommended changes.

RESULT:	1ST READING [UNANIMOUS]
	Next: 9/12/2019 7:00 PM
MOVER:	Brandon Thueson, Ward III
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

VIII. BUSINESS

A. 4th of July Fun Run Donation

Mr. Clayton explained that every year the city asks to donate the proceeds from the 4th of July Run 4 Freedom event to the organizations that help make it possible. This year they are asking to donate \$1,000 to the Crater Football and Crater Cross Country teams because they provided over 15 volunteers. Staff would also like to don't \$500 to the Crater Cheerleaders as they helped hand out water and medals to the run participants. This revenue was planned and budgeted for donations.

Kelley Johnson moved to approve the donations from the Run4Freedom in the amounts of \$1,000 each to Crater Cross Country and Crater Football and \$500 to the Crater Cheerleaders for the assistance during the 2019 event.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kelley Johnson, Ward II
SECONDER:	Tanea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

B. Visitors Center Quarterly Report

Mr. Clayton explained the Visitors Center second quarter report. The agreement has an automatic 2 year renewal option and was automatically renewed until June 30, 2021. The Chamber has been involved in a number of city events that bring visitors and tourism to Central Point. They have increased their hours of operations for this summer.

RESULT: FOR DISCUSSION ONLY

IX. MAYOR'S REPORT

Mayor Williams reported that he attended:

- D.A.R.E. Cruise show and shine. It was good weather, no rain and no smoke this year.
- A Fair Board meeting. They were happy with attendance this year, the weather and no smoke definitely helped.
- A Central Point Chamber Mixer.
- The Study Session on Monday night.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- Principal Planner Stephanie Holtey is working on the finishing touches for the UGB expansion application. We should have the application ready for Council endorsement in September.
- Twin Creeks Rail Crossing will be opened on Wednesday at 9:30 a.m. All are welcome to attend and watch Mayor Williams drive the developers Brett and Noel Moore over the tracks.
- Public Works has been working on a map showing all the County Islands in the City. We are working on a financial analysis of what it could cost the city to do a blanket annexation for these properties.
- We have scheduled the Strategic Planning meetings for September - November. Most will be during regular Study Session meetings. The Adhoc Committee meeting is September 5th.
- The City has received an application for façade improvements for a building at 3rd and Pine Street. The cost of the improvements will be under the \$10,000 limit and can be approved in house.
- There have been about 85 new water meters installed over the last few weeks.

XI. COUNCIL REPORTS

Council Member Kelley Johnson reported that she attended the D.A.R.E. Show N Shine and the Council Study Session.

Council Member Brandon Thueson reported that he attended the D.A.R.E. Show N Shine. He also had a meeting with Dennis Richardson's family regarding the Richardson Memorial project. They like the ideas and have a couple of suggestions. They are happy with the layout. We are hoping to be able to present the layout at the Veterans Day Celebration.

Council Member Tanea Browning reported that:

- She attended the Central Point Chamber mixer
- She attended the installation of the Purple Heart City sign
- She participated in the City Hall Selfie day with city staff.
- She attended the Fire District No. 3 Board Meeting.
- She attended Central Point Greeters.
- She attended the Council Study Session on Monday.
- There will be an Open House at Crater Works for the Rail Crossing celebration Friday morning.

Council Member Michael Parsons reported that:

- He helped with the D.A.R.E. Show N Shine.
- He attended the Purple Heart City sign installation.
- He attended the Study Session on Monday evening.
- He attended the Parks and Recreation meeting.

Council Member Neil Olsen attended the Council Study Session.

XII. DEPARTMENT REPORTS

Human Resource Director Elisabeth Simas reported that she has been working on filling the Public Works Utility positions. Two new employees started this week and one will start next week. They continue to work on filling Police Officer positions.

Police Chief Kris Allison reported that:

- They are preparing for Made in Southern Oregon this weekend.
- September 7th is the Police Department Open House.
- She attended Threat Assessment Training last week in Anaheim CA. One class was specific to issues revolving around marijuana. There were four staff members in attendance. They also had session for ALICE training.
- We have seen several posts on Social Media recently about stolen items in town. We encourage those affected to file a police report not just post on social media. We can't do much if they don't contact the Police Department.

XIII. EXECUTIVE SESSION - No session

XIV. ADJOURNMENT

Michael Parsons moved to adjourn, Tanea Browning seconded and the meeting was adjourned at 8:11 p.m.

The foregoing minutes of the August 22, 2019, Council meeting were approved by the City Council at its meeting of _____, 2019.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Minutes Acceptance: Minutes of Aug 22, 2019 7:00 PM (CONSENT AGENDA)



City of Central Point
Staff Report to Council

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Clerk
FROM:	Deanna Casey, City Recorder		
MEETING DATE:	September 12, 2019		
SUBJECT:	Proclamation for National Preparedness Month		
ACTION REQUIRED:	Consent Agenda Item	RECOMMENDATION:	Approval

City Staff received a request from the State of Oregon Department of Consumer and Business Services to designate September 1 - 7, 2019 as Insurance Week in preparation of National Preparedness Month. The request did not arrive in time to get the proclamation on the August 22, 2019 City Council Agenda.

In order to participate and recognize the importance of being prepared for disasters of many kinds we provided the City Council with a National Preparedness Month Proclamation.

The city provides information to help property owners with flood preparation and insurance. We have implemented new strategies for weed abatement to help avoid brush fires, and emergency management teams are prepared in case of an earthquake.

Staff recommends support of the National Preparedness Month proclamation.

ATTACHMENTS:

1. National Preparedness month Letter
2. National Preparedness Month



Oregon

Kate Brown, Governor

5.B.a

Department of Consumer and Business Services

Director's Office

350 Winter Street NE, Room 200

PO Box 14480

Salem, OR 97309-0405

Voice: 503-378-4100

Fax: 503-378-6444

www.dCBS.oregon.gov

Dear Mayor and City Council,

Last year, more than 846,000 acres were burned, and about 4,000 Oregonians had to evacuate their homes. This year's wildfire season is far from over, which means time to prepare is now.

September is national preparedness month. A time of year to get ready for all types of disasters. Fires, earthquakes, floods, tornadoes, and winter storms are just a few of reasons to build an emergency kit and plan an escape route.

Those steps are essential to preparation, but two others are equally important and often overlooked – creating a home inventory and reviewing insurance coverage.

Having the right insurance coverage and an up-to-date home inventory are critical to financial resiliency. That importance is highlighted by the fact that National Preparedness Month is being kicked off with "Insurance Week" Sept. 1-7.

The Oregon Division of Financial Regulation invites you to join our efforts to help Oregonians protect their property and recover from disaster by declaring the first week of September as **Home Inventory Week**.

It is easy to get involved. Visit dfr.oregon.gov/preparesnow to get a draft proclamation, promotional flyers, social media content, and other resources to help your neighbors and constituents prepare for the next disaster by building a home inventory and reviewing their insurance coverage.

If you have any questions about "Home Inventory Week" or need anything else, please contact our Outreach Coordinator Kevin Jeffries, kevin.p.jeffries@oregon.gov 503-947-7238

Sincerely,

Andrew Stolfi

Insurance Commissioner

Oregon Division of Financial Regulation

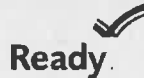
NATIONAL PREPAREDNESS MONTH 2019



PREPARED, NOT SCARED



FEMA



National Preparedness Month 2019

September 1-7 is Home Inventory Week

PREPARE NOW

LEARN HOW

Get ready at
dfr.oregon.gov/preparenow



DCBS | Consumer and
Business Services
Division of Financial Regulation



FEMA

Attachment: National Preparedness month Letter (1189 : Proclamation for National Preparedness Month)

Proclamation

WHEREAS, each September is recognized as National Preparedness Month; and

WHEREAS, Oregonians have witnessed and experienced natural disasters in our own community; and

WHEREAS, every community member can take active steps to protect their families and neighbors from natural and manmade disasters; and

WHEREAS, every family and business in the City of Central Point is encouraged to take active steps to be financially secure after a disaster; and

WHEREAS, every community member is encouraged to make sure they are properly insured against flood, fire, earthquakes and storms; and

WHEREAS, every community member is encouraged to create a home inventory to include as part of their disaster preparedness kit.

NOW, THEREFORE, we the Council for the City of Central Point, Oregon, do hereby that the month of September be known as:

National Preparedness Month

IN WITNESS WHEREOF, I hereby set my hand this 12th day of September, 2019.

Mayor Hank Williams
City of Central Point



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:	September 12, 2019		
SUBJECT:	Parks Commission Report August 2019		
ACTION REQUIRED:	Consent Agenda Item	RECOMMENDATION:	Approval

Park Commission Meeting Report – August 15, 2019

- A. **Bohnert Family Farm Park – Pickleball Noise:** The Bohnert Family Farm Park has been under development for several years with the property being transferred to the City of Central Point in June of this year. The park has many amenities including permanent pickleball courts which were finished this spring. Pickleball is a very popular sport in the city, but it's also a produces noise due to the paddles and plastic balls. The city has received complaints from residents neighboring the park due to players using the courts as early as 6 am. The Parks Department is examining options for dealing with this issue which may include a noise ordinance and requested input from the Park Commission. Park Commission members felt that this would be primarily a seasonal issue since the courts are not lit, but they agreed that limiting pickleball playing hours via ordinance might provide a solution.
- B. **Community Center – Review of Ad Hoc Committee Recommendations.** In 2018, City Council created a Community Center Ad Hoc Committee with the purpose of prioritizing the elements of a Community Center. With the funds potentially available, the committee decided that gymnasiums and classroom would be the priority and that a community swimming pool couldn't be funded at this time. The Park Commission was excited by the committee's recommendations and looked forward to reviewing facility plans. Members suggested having indoor pickleball courts and outdoor walking track.
- C. **Dennis Richardson Memorial Update:** As was reported at the May 16 Commission meeting, an ad hoc committee has been formed by the City Council to discuss a potential memorial for the late Dennis Richardson. The committee has been working with John Galbraith, a landscape architect, who has provided several options to the committee. An option was selected by the committee and is currently being reviewed by the family. Once an option is selected and finalized, the project will be presented the Park Commission for approval. Currently, funding is not available for the project but we expect that a variety of state, local and private funds will be sought once the design is completed and the project is ready to proceed. The Park Commission thought the

designs were very impressive.

- D. **Boes Property Riparian Restoration Project:** The City of Central Point has received a nearly \$15,000 grant from the Jackson Soil and Water Conservation District to fund a riparian restoration project on Bear Creek. The 30-acre property is located just north of the Expo and the Upton Road I-5 overpass. The property was donated to the city by Jackson County in 2006 with the stipulation that it be used as a park. The city has completed a great deal of work at the site this spring and early summer, removing blackberries and other invasive plant species to make the area fire safe. The restoration project will start in fall of 2020 focusing on the riparian area of the stream removing invasive species and planting native trees and shrubs. The site offers great potential as an educational site and natural area. The city hopes to start a master planning process in the near future that will involve Central Point residents in creating a new and exceptional park for our community. The Park Commission was supportive of the project and looked forward to future planning efforts.



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Attorney
FROM:	Sydnee Dreyer, City Attorney		
MEETING DATE:	September 12, 2019		
SUBJECT:	Second Reading - Ordinance No. _____, Amending in Part and Repealing in Part Central Point Municipal Code Chapter 2.40 to Adopt the League of Oregon Cities Model Public Contracting Rules		
ACTION REQUIRED:	Motion Ordinance 2nd Reading	RECOMMENDATION:	Approval

BACKGROUND INFORMATION: This is the second reading of an Ordinance adopting the League's Model Policy for Public Contracting and Purchasing. The recommended changes approved at the first reading have been incorporated in 2.40.050 Public Contracts – Authority of Purchasing Agent (4) which designates the signature authority in the absence of the city manager.

To ensure transparency in public purchasing, the state law requires all cities to establish, implement and follow standardized procurement rules. ORS 279A.065 gives cities three choices in their establishment of standardized procurement rules: (1) follow the Model Rules adopted by the Oregon attorney general which the City has done in the past; (2) prescribe their own rules; or (3) prescribe their own rules which include portions of the Model Rules adopted by the Oregon attorney general.

If a city chooses to adopt its own rules, it is required to specifically state that the model rules adopted by the Oregon attorney general are not applicable to the city and each time the Oregon attorney general's office modifies its Model Rules, the city is required to review the modified rules to ensure its own locally created and adopted rules are still compliant with all applicable state regulations.

The League's Model Policy for Public Contracting and Purchasing, which is proposed for adoption by the City Council, was prepared by the League in 2017. The city attorney was asked to review the Attorney General's Model Rules, currently adopted by the city, and compare them with the League's rules, and to make a recommendation on whether to adopt the League's rules. The Council was provided a legal opinion drafted by Garrett West, in which he summarized the differences between the two model rules, and recommended that the city adopt the league's model rules, which is now being presented to council to consider.

FINANCIAL ANALYSIS:

LEGAL ANALYSIS: See memo dated July 1, 2019 previously provided to Council.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION: Move to approve the ordinance as presented.

RECOMMENDED MOTION: I move to approve Ordinance No. _____ an ordinance amending in part and repealing in part Central Point Municipal Code Chapter 2.40 to adopt the League of Oregon Cities' Model Public Contracting Rules and forward the ordinance to a second reading.

ATTACHMENTS:

1. Memorandum on Public Contracting Rules
2. ORD Adopting LOC Public Contracting Rules

**JARVIS,
DREYER,
GLATTE &
LARSEN, LLP**

ATTORNEYS AT LAW

MEDFORD OFFICE

823 Alder Creek Drive
Medford, OR 97504-8900
541-772-1977
Fax 541-772-3443

ASHLAND OFFICE

320 East Main Street
Suite 209
Ashland, OR 97520-6801
541-482-8491
Fax 541-772-3443

office@medfordlaw.net
www.medfordlaw.net

Partners

Darrel R. Jarvis
Sydnee B. Dreyer
Erik J. Glatte*
Eric C. Larsen

Associates

Jacquelyn Bunick
Garrett West

*Also admitted in Idaho

Writer's Direct E-mail:
gwest@medfordlaw.net

Writer's Assistant:
Juleianna Schilter

July 1, 2019

Via Email Only

Chris Clayton
City Manager
City of Central Point
Chris.Clayton@centralpointoregon.gov

RE: Model Rules for Public Contracting

Dear Mr. Clayton,

Sydnee asked me to review model rules for public contracting in anticipation of the City adopting a new set of rules. I analyzed both the model rules created by the Oregon Attorney General and by the League of Oregon Cities. Because of its readability and flexibility, I recommend that the City adopt the League of Oregon Cities' Model Policy for Public Contracting & Purchasing.

Currently, the City's municipal code says that the City must use the Attorney General's model rules. CPMC 2.40.040. Those rules were first drafted in 2004 and the League's model rules were drafted in 2017. While the Attorney General's rules are highly technical and legalistic, the League's model rules are easy to read and understand. The Attorney General's rules contain several sections that do not apply to local government, they often only cite to the relevant state code provision without explanation, and they are generally difficult to understand.

In contrast, the League's model rules are clear and much easier to follow. They are divided into ten parts: 1) introduction; 2) definitions; 3) authority of the City Council and City Manager; 4) preference to local suppliers and recycled materials; 5) procedure for public notice and contracting proposals; 6) source selection for non-professional services; 7) personal service contracts; 8) special source selection methods; 9) liquidating surplus property; and 10) a procedure for protests and appeals.

The League's model rules provide for the following contracting procedures based on the value of the contract, good, or service needed:

<i>Contract Size</i>	<i>Value of Contract</i>	<i>Procedure to Award Contract</i>
Small	\$0 - \$7,500	City Manager's discretion
	\$7,500 - \$10,000	Verbal or written solicitations
Intermediate	\$10,000 - \$150,000	Informal written solicitation
Large	> \$150,000	Competitive sealed bidding/proposals

Chris Clayton
July 1, 2019
Page 2

The League's model rules make the City Council the local contract review board with the power to authorize or amend all contracts. It also vests the City Manager with the power to award contracts and make purchases of goods and services that are less than \$100,000 in value, as well as to delegate that authority to certain other city officials.

The rules provide a lot of flexibility when entering into contracts. For example, the City Manager may classify certain contracts as personal services, such as those requiring specialized skills or knowledge. The City Manager has the discretion to award a personal service contract to a specialized party or to request that potential candidates explain their qualifications. The procedure for awarding these types of contracts is like that above, although the City Manager is vested with even more discretion on what procedure to follow. Only if a potential contract is valued at \$125,000 or more would the City be required to engage in a formal competitive bid process.

The City Council has the power to create special processes or exempt from competition specific contracts or types of contracts. The City Manager can award contracts to parties who are the only existing source of a specific good or service after making specific findings. The City Manager also has the discretion to award specific classes of contracts in any manner he deems fit, such as copyrighted materials, sponsorship agreements, renewing contracts, equipment repair, utilities, etc. The City Manager also has the power to enter into emergency contracts on behalf of the City.

The Attorney General's rules have some similar provisions, but they are less clearly written and would be much more cumbersome to implement.

Please let me know if you have any questions.

Yours truly,
JARVIS, DREYER, GLATTE & LARSEN, LLP

s/ Garrett West
GARRETT K. WEST

GKW:jas
Enclosure/Attachment: League of Oregon Cities Model Policy for Public Contracting & Purchasing

ORDINANCE NO. _____

AN ORDINANCE AMENDING IN PART AND REPEALING IN PART CENTRAL POINT MUNICIPAL CODE CHAPTER 2.40 TO ADOPT THE LEAGUE OF OREGON CITIES MODEL PUBLIC CONTRACTING RULES

RECITALS:

- A.** Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B.** Staff and the city attorney reviewed the Attorney General's model rules, currently used by the City, and compared them with the League of Oregon Cities (LOC) model rules and determined that amendment of Chapter 2.40 to adopt the LOC model rules would simplify administration of contracts and provide the City increased flexibility in entering into contracts.
- C.** The amendment is intended to adopt the LOC Model Public Contracting Rules as being in the public interest.
- D.** Words ~~lined through~~ are to be deleted and words **in bold** are added.

THE PEOPLE OF THE CITY OF CENTRAL POINT DO ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.40, Public Contracting Rules is hereby amended in part and repealed in part as set forth below and incorporated herein by reference.

2.40.010 Public contracts--City of Central Point policy.

- A. Short Title. The provisions of this chapter and all rules adopted under this chapter may be cited as the city of Central Point's public contracting rules.
- B. Purpose of Public Contracting Rules. It is the policy of the city of Central Point in adopting the public contracting rules to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:
 - 1. Promoting impartial and open competition;
 - 2. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
 - 3. Taking full advantage of evolving procurement methods that suit the contracting needs of the city of Central Point as they emerge within various industries.

C. Interpretation of Public Contracting Rules. ~~In furtherance of the purpose of the objectives set forth in subsection B of this section, it is the city of Central Point's intent that the city of Central Point public contracting rules be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters 279A, 279B and 279C.~~ **Except as specifically provided in these public contracting rules, public contracts and purchases shall be awarded, administered and governed according to ORS Chapters 279A, 279B and 279C (the "Public Contracting Code") and the Attorney General's Model Public Contract Rules ("Model Rules"), as they now exist.**

1. In furtherance of the purposes of the objective set forth above in subsection B, it is the city's intent that these public contracting rules be interpreted to authorize the full use of all contracting and purchasing powers described in ORS Chapters 279A, 279B and 279C.
2. The Model Rules adopted under ORS 279A.065 shall apply to the contracts and purchases of the city to the extent they do not conflict with these public contracting rules and the rules and regulations adopted by the city.
3. In the event of a conflict between any provisions of these public contracting rules and the Model Rules, the provisions of these public contracting rules shall prevail.

D. **Specific Provisions' Precedence over General Provisions.** In the event of a conflict between the provisions of these public contracting rules, the more specific provision shall take precedence over the more general provision.

E. **Conflict with Federal Statutes and Regulations.** Except as otherwise expressly provided in ORS Chapters 279A, 279B and/or 279C, applicable federal statutes and regulations govern when federal funds are involved.

2.40.015 Definitions.

Unless a different definition is specifically provided herein, or context clearly requires otherwise, the following terms have the meanings set forth herein. Additionally, any term defined in the singular includes the meaning of the plural, and vice versa.

- A. **Administering agency.** The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services or public improvements.
- B. **Affected person/offoror.** A person whose ability to participate in a procurement is adversely impaired by a city decision.
- C. **Architectural, engineering and land surveying services.** Professional services performed by an architect, engineer or land surveyor and includes architectural, engineering or land surveying services, separately or any combination thereof, as appropriate within the context of a section of this Model.
- D. **Award.** The decision to enter into a contract or purchase order with a specific offeror.

- E. Bid.** A response to an invitation to bid.
- F. Bidder.** A person who submits a bid in response to an invitation to bid.
- G. Business with which a city employee is associated.** Any business in which a city employee is a director, officer, owner or employee, or any corporation in which a city employee owns or has owned ten percent (10%) or more of any class of stock at any point in the preceding calendar year.
- H. City.** The city of Central Point, a municipal corporation and a contracting and purchasing agency.
- I. City manager.** The person appointed by the city council to the position of city manager.
- J. Closing.** The date and time announced in a solicitation document as the deadline for submitting bids or offers.
- K. Contract.** See Public Contract.
- L. Contractor.** The person who enters into a contract with the city.
- M. Contract price.** As the context requires:
1. The maximum payment that the city will make under a contract if the contractor fully performs under the contract, including bonuses, incentives and contingency amounts;
 2. The maximum not-to-exceed payment specified in the contract; or
 3. The unit prices set forth in the contract.
- N. Contracting agency.** A public body authorized by law to conduct a procurement.
- O. Cooperative procurement.** A procurement conducted by, or on behalf of, one or more contracting agencies.
- P. Days.** Calendar days.
- Q. Emergency.** Involves circumstances that:
1. Could not have been reasonably foreseen;
 2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
 3. Require prompt execution of a contract or amendment in order to remedy the condition.
- R. Findings.** The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to:
1. Operational, budget and financial data;
 2. Public benefits;
 3. Value engineering;

4. Specialized expertise;
 5. Market conditions;
 6. Technical complexity; and
 7. Funding sources.
- S. Goods and/or services.** Supplies, equipment, materials and services, other than personal services, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto. The term includes combinations of any of the items identified in the definition.
- T. Grant.** An agreement under which:
1. The city receives moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance received by the city is from a grantor for the purpose of supporting or stimulating a program or activity of the city; and
 - b. No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or
 2. The city provides moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and
 - b. No substantial involvement by the city is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.
- U. Immediate family member.** An employee's: spouse, and parents thereof; children, and spouses thereof; parents, and spouses thereof; siblings, and spouses thereof; grandparents and grandchildren, and spouses thereof; and domestic partner, and parents thereof.
- V. Offer.** A bid, proposal, quote or other response to a solicitation document.
- W. Offeror.** A person who submits an offer.
- X. Opening.** The date, time and place announced in the solicitation document for the public opening of written sealed offers.
- Y. Original contract.** The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
- Z. Purchasing agency.** An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.

AA. Person. An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.

BB. Personal services. Services, other than professional services, that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment.

1. Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.
2. Personal services contracts include, but are not limited to, the following classes of contracts:
 - a. Contracts for services performed in a professional capacity, including but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician or broadcaster;
 - b. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the city is or may become interested;
 - c. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;
 - d. Contracts for services that are specialized, creative or research-oriented; and/or
 - e. Contracts for services as a consultant.

CC. Price agreement. A contract for the procurement of goods or services at a set price which has:

1. No guarantee of a minimum or maximum purchase; or
2. An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.

DD. Procurement. The act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.

EE. Professional services. Architectural, engineering, land surveying, photogrammetric, transportation planning or related services, or any combination of these services, provided by a consultant.

- FF. Proposal.** A response to a request for proposals.
- GG. Proposer.** A person that submits a proposal in response to a request for proposals.
- HH. Provider.** As the context requires, a supplier of goods or services, personal services, or professional services.
- II. Public contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition, by the city of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.
- JJ. Public contracting.** Procurement activities relating to obtaining, modifying or administering contracts or price agreements.
- KK. Public improvement.** A project for construction, reconstruction or major renovation on real property, by or for the city. It does not include projects for which no funds of the city are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, or ordinary repair or maintenance necessary to preserve a public improvement.
- LL. Public improvement contract.** A contract for a public improvement. This does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.
- MM. Recycled product.** All materials, goods and supplies, not less than fifty percent (50%) of the total weight of which consists of secondary and post-consumer waste with not less than ten percent (10%) of its total weight consisting of post-consumer waste. It includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.
- NN. Related services.** Personal services, other than architectural, engineering and land survey services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to:
1. Landscape architectural services;
 2. Facilities planning services;
 3. Energy planning services;
 4. Space planning services;
 5. Environmental impact studies;
 6. Hazardous substances or hazardous waste or toxic substances testing services;
 7. Wetland delineation studies;
 8. Wetland mitigation services;

9. Native American studies;
 10. Historical research services;
 11. Endangered species studies;
 12. Rare plant studies;
 13. Biological services;
 14. Archaeological services;
 15. Cost estimating services;
 16. Appraising services;
 17. Material testing services;
 18. Mechanical system balancing services;
 19. Commissioning services;
 20. Project management services;
 21. Construction management services and owner's representatives service; and/or
 22. Land use planning services.
- OO. Request for proposals.** A solicitation document used for soliciting proposals.
- PP. Request for qualifications.** A written document issued by the city describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the city.
- QQ. Revenue generating agreements.** Contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.
- RR. Scope.** The range and attributes of the goods or services described in a procurement document.
- SS. Signed or signature.** Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.
- TT. Solicitation.** As the context requires:
1. A request for the purpose of soliciting offers, including an invitation for bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents;
 2. The process of notifying prospective offerors of a request for offers; and/or
 3. The solicitation document.

UU. Work. The furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.

VV. Written or in writing. Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, including electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

2.40.20 Application of public contracting rules.

A. In accordance with ~~ORS 279A.025~~, the city of Central Point's public contracting rules do not apply to the classes of contracts listed in that section. **Pursuant to ORS 279A.065(6), the city has elected to establish its own policy for public contracting and purchasing. Except as provided herein, the Model Rules do not apply to the city.**

B. Inapplicability of public contracting rules. These public contracting rules do not apply to the following:

1. **Contracts or agreements to which the Public Contracting Code does not apply;**
2. **Contracts, intergovernmental and interstate agreements entered into pursuant to ORS Chapter 190;**
3. **Grants;**
4. **Acquisitions or disposals of real property or interests in real property;**
5. **Procurements from an Oregon Corrections Enterprise program;**
6. **Contracts, agreements or other documents entered into, issued or established in connection with:**
 - a. **The incurring of debt, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;**
 - b. **The making of program loans and similar extensions or advance of funds, aid or assistance by the city to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;**
 - c. **The investment of funds by the city as authorized by law; or**
 - d. **Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the city manager.**
7. **Contracts for employee benefit plans;**

8. **Contracts with newspapers and other publications for the placement of advertisements or public notices;**
9. **Contracts for items where the price is regulated and available from a single source or limited number of sources;**
10. **Insurance contracts;**
11. **Revenue-generating agreements;**
12. **Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or these public contracting rules, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or these public contracting rules.**

2.40.030 Public contracts--Regulation by city council.

Except as expressly delegated under these regulations, the city council reserves to itself the exercise of all of the duties and authority of a contract review board ~~and a contracting agency under state law,~~ **and has all rights, powers and authority necessary to carry out the provisions of these public contracting rules, the Public Contracting Code, and /or the Model Rules.** ~~including, but not limited to, the power and authority to:~~

~~A. Solicitation Methods Applicable to Contracts. Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts;~~

~~B. Brand Name Specifications. Exempt the use of brand name specifications for public improvement contracts;~~

~~C. Waiver of Performance and Payment Bonds. Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for construction of a public improvement, other than in cases of emergencies;~~

~~D. Electronic Advertisement of Public Contracts. Authorize the use of electronic advertisements for public contracts in lieu of publication in a newspaper of general circulation;~~

~~E. Appeals of Debarment and Prequalification Decisions. Hear properly filed appeals of the purchasing agent's determination of debarment, or concerning prequalification;~~

~~F. Rulemaking. Adopt contracting rules under ORS [279A.065](#) and [279A.070](#) including, without limitation, rules for the procurement, management, disposal and control of goods, services, personal services and public improvements; and~~

~~G. Award. Award all contracts that exceed the authority of the purchasing agent.~~

~~2.40.040 Public contracts--Model rules.~~

~~The model rules adopted by the attorney general under ORS [279A.065](#) (Model Rules) are adopted as the public contracting rules for the city of Central Point, to the extent that the model rules do not conflict with the provisions of this chapter or any public contracting rules adopted by resolution of the council. (Ord. 1963 §2, 2012; Ord. 1872 (part), 2006).~~

~~2.40.050 Public contracts--Authority of purchasing agent.~~

~~A. General Authority. The city manager shall be the purchasing agent for the city of Central Point and is hereby authorized to issue all solicitations and to award all city of Central Point contracts for which the contract price does not exceed one hundred fifty thousand dollars. Subject to the provisions of this chapter, the purchasing agent may adopt and amend all solicitation materials, contracts and forms required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code or otherwise convenient for the city of Central Point's contracting needs. The purchasing agent shall hear all solicitation and award protests.~~

~~B. Delegation of Purchasing Agent's Authority. Any of the responsibilities or authorities of the purchasing agent under this chapter may be delegated and subdelegated by written directive.~~

~~C. Mandatory Review of Rules. Whenever the Oregon State Legislative Assembly enacts laws that cause the attorney general to modify its model rules, the purchasing agent shall review the public contracting rules, other than the model rules, and recommend to the city council any modifications required to ensure compliance with statutory changes.~~

A. For contracts and purchases covered by these public contracting rules, the city manager is authorized to:

- 1. Award contracts and amendments without specific authorization by the city council whenever the contract amount is \$150,000 or less and the proposed expenditure is included in the current fiscal year budget.**

2. Execute contracts and amendments with specific authorization by the city council whenever the contract or amendment amount is greater than \$150,000 and the proposed expenditure is included in the current fiscal year budget.
3. As the purchasing agent for the city, the city manager is authorized to:
 - a. Advertise for bids or proposals without specific authorization from the city council, when the proposed purchase is included within the current fiscal year budget.
 - b. Advertise for bids or proposals when the proposed purchase is not included within the current fiscal year budget after the city council approves the proposed budget transfer.
 - c. Purchase goods, services and/or property without specific authorization by the city council whenever the amount is \$150,000 or less and the proposed expenditures are included in the current fiscal year budget.
 - d. Purchase goods, services and/or property with specific authorization by the city council whenever the amount is greater than \$150,000 and the proposed expenditure is included in the current fiscal year budget.
 - e. Purchases of any goods or services in excess of \$7,500 from city employees require authorization of the city manager.
 - f. Departments shall communicate purchase requirements to the city manager and plan sufficiently in advance so that orders can be placed in economical quantities.
4. Delegate, in writing, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3). In the absence of a written delegation to the contrary, and in the absence of the city manager, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3) are delegated in order as follows:
 - a. Any City Department Director as designated by City Manager;
 - b. City Building Official; and
 - c. Mayor.
5. Adopt forms, procedures, computer software, and administrative rules for all city purchases regardless of the amount.
 - a. When adopting the forms, procedures, computer software, and/or administrative rules, the city manager shall establish practices and policies that:
 - i. Do not encourage favoritism or substantially diminish competition; and

- ii. Allow the city to take advantage of the cost-saving benefits of alternative contracting methods and practices;
- b. The city shall use these forms, procedures, computer software and administrative rules unless they conflict with the public contracting rules.

2.40.060 Authority

- A. **Favorable Terms.** Contracts and purchases shall be negotiated on the most favorable terms in accordance with these public contracting rules, other adopted ordinances, state and federal laws, policies and procedures.
- B. **Unauthorized Contracts or Purchases.** Public contracts entered into or purchases made as authorized herein shall be voidable at the sole discretion of the city.
 - 1. The city may take appropriate action in response to execution of contracts or purchases made contrary to this provision.
 - 2. Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, and/or holding individuals personally liable for such contracts or purchases.
- C. **Purchasing from City Employees or Employees' Immediate Family Prohibited.** No contract shall be entered into with or purchase made from any city employee or employee's immediate family member, or any business with which the employee is associated, unless:
 - 1. The contract or purchase is expressly authorized and approved by the city council; or
 - 2. The need for the contract or purchase occurs during a state of emergency, and the city manager finds, in writing, that the acquisition from the employee, employee's immediate family member or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety and welfare.

2.40.070 Preferences

- A. **Discretionary Local Preference.** If the solicitation is in writing, the city manager may provide a specified percentage preference of not more than ten percent (10%) for goods fabricated or processed entirely in Oregon or services performed entirely in Oregon.
 - 1. When a preference is provided under this subsection, and more than one offeror qualifies for the preference, the city manager may give further preference to a qualifying offeror that resides in or is headquartered in Oregon.
 - 2. The city manager may establish a preference percentage of ten percent (10%) or higher if the city manager makes a written determination that good cause exists to establish the higher percentage, explains the reasons, and provides evidence of good cause.

3. The preference described in this subsection cannot be applied to a contract for emergency work, minor alterations, and ordinary repairs or maintenance of public improvements.

B. Mandatory Tie Breaker Preference. If offers are identical in price, fitness, availability and the quality is identical, and the city desires to award the contract, the preferences provided in ORS 279A.120 shall be applied prior to the contract award.

C. Reciprocal Preference. Reciprocal preferences must be given when evaluating bids, if applicable under ORS 279A.120.

D. Preference for Recycled Materials and Supplies. Preferences for recycled goods shall be given when comparing goods, if applicable under ORS 279A.125. The city manager shall adopt standards to determine if goods are manufactured from recycled materials.

2.40.080 General Provisions.

A. Public Notice. Unless otherwise specifically provided by these public contracting rules, any notice required to be published by these public contracting rules may be published using any method the city manager deems appropriate, including but not limited to, mailing notice to persons that have requested notice in writing, placing notice on the city's website, or publishing in statewide trade or local publications.

B. Procedure for Competitive Verbal Quotes and Proposals. Where allowed by these public contracting rules, solicitations by competitive verbal quotes and proposals shall be based on a description of the quantity of goods or services to be provided, and may be solicited and received by phone, or facsimile or email if authorized by the city manager.

1. A good faith effort shall be made to contact at least three (3) potential providers.

2. If three (3) potential providers are not reasonably available, fewer will suffice, provided the reasons three potential providers are not reasonably available is documented as part of the procurement file.

C. Procedure for Informal Written Solicitation. Where allowed by these public contracting rules, informal written solicitations shall be made by a solicitation document sent to not less than three (3) prospective providers.

1. The solicitation document shall request competitive price quotes or competitive proposals, and include:

a. The date, time and place that price quotes or proposals are due;

b. A description or quantity of the good or service required;

c. Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;

d. Any required contract terms or conditions; and

- e. Any required bid form or proposed format.
- 2. Price quotes or proposals shall be received by the city manager at the date, time and place established in the solicitation document.
 - a. The city manager shall keep a written record of the sources of the quotes or proposals.
 - b. If three (3) quotes or proposals are not reasonably available, fewer shall suffice, but the city manager shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.

D. Procurement Methods for Professional Services and Public Improvements. The city shall apply the Public Contracting Code and the Model Rules when procuring professional services and public improvements and processing protests thereof.

E. Retroactive Approval. Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The city manager may make a retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the city manager, along with a written request for contract retroactive approval, that contains:

- 1. An explanation of the reason work was commenced before the contract was finally awarded or executed;
- 2. A description of steps being taken to prevent similar occurrences in the future;
- 3. Evidence that, but for the failure to finally award or execute the contract, the employee complied with all other steps required to properly select a contractor and negotiate the contract; and
- 4. A proposed form of contract.

2.40.090 Source Selection Methods for Goods or Services, Other Than Personal or Professional Services.

A. Small Procurements. Contracts for or purchases of goods or services with a contract price of \$10,000 or less are small procurements.

- 1. Purchases less than \$7,500. The city manager may use any procurement method the city manager deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of less than \$7,500.
- 2. Purchases between \$7,500 and \$10,000. The city manager may use competitive verbal quotes or proposals and informal written solicitations for small procurements of goods or services with a contract price between \$7,500 and \$10,000.
- 3. Negotiations. The city manager may negotiate with an offeror to clarify competitive verbal quotes or proposals or informal written

proposals, or to make modifications that will make the quote or proposal acceptable or more advantageous to the city.

4. **Award.** If a contract is awarded, the award shall be made to the offeror whose verbal quote or proposal the city manager determines will best serve the interests of the city, taking into account price as well as any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.

5. **Amendments.** Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five percent (25%) of the original contract price.

6. **Public notice.** No public notice of small procurements is required.

B. Intermediate Procurements. Contracts for goods or services with a contract price greater than \$10,000 and less than or equal to \$150,000 are intermediate procurements.

1. **Intermediate procurements shall be by informal written solicitation.**

2. **Negotiations.** The city manager may negotiate with an offeror to clarify an informal written solicitation, or to make modifications that will make the quote, proposal or solicitation acceptable or more advantageous to the city.

3. **Award.** If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the city manager determines will best serve the interests of the city, taking into account price or any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery and contractor responsibility.

4. **Amendments.** Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five percent (25%) of the original contract price.

5. **Public notice.** Public notice is required for intermediate procurements with a contract price equal to or exceeding \$50,000.

C. Large Procurements. Contracts for goods or services with a contract price greater than \$150,000 are large procurements.

1. The city manager may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060.

2. When using either competitive sealed bidding or competitive sealed proposals, the city manager shall follow the applicable procedures set out in the Model Rules.

3. The city shall apply the applicable procedure set out in the Model Rules for processing protests of large procurements.

2.40.100 Personal Services Contracts.

A. Classification of Services as Personal Services. In addition to the classes of personal services contracts identified in the definition of personal services contracts, the city manager may classify additional specific types of services as personal services. In determining whether a service is a personal service, the city manager shall consider:

1. Whether the work requires specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;
2. Whether the city intends to rely on the contractor's specialized skills, knowledge and expertise to accomplish the work; and
3. Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the city's needs and result in obtaining satisfactory contract performance and optimal value.
4. A service shall not be classified as personal services for the purposes of these public contracting rules if:
 - a. The work has traditionally been performed by contractors selected primarily on the basis of price; or
 - b. The services do not require specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.

B. Requests for Qualifications. At the city manager's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations or requests for proposals.

1. A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance.
2. A request for qualifications may require information including, but not limited to:
 - a. The contractor's particular capability to perform the required personal services;
 - b. The number of experienced personnel available to perform the required personal services;
 - c. The specific qualifications and experience of personnel;
 - d. A list of similar personal services the contractor has completed;
 - e. References concerning past performance; and

- f. Any other information necessary to evaluate the contractor's qualifications.
3. A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time and location of the meeting.
4. Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, and all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.
- C. **Direct Negotiations.** Personal services may be procured through direct negotiations if:
1. The contract price does not exceed \$75,000 and the work is within a budgetary appropriation or approved by the city council; or
 2. The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the city may have an interest; or
 3. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.
 4. **Amendments.** Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
 5. **Public Notice.** No public notice of personal services contracts procured by direct negotiations is required.
- D. **Informal Written Solicitations.** An informal written solicitation process may be used for personal services when the contract price is less than \$125,000.
1. An informal written solicitation shall solicit proposals from at least three (3) qualified providers. If the city manager determines three (3) qualified providers are not reasonably available, fewer shall suffice if the reasons three (3) providers are not reasonably available are documented in the procurement file.
 2. The solicitation document shall include:
 - a. The date, time and place that proposals are due;

- b. A description of personal services sought, or the project to be undertaken;
 - c. Any statement of the time period for which proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposal format.
3. Selection and ranking of proposals may be based on the following criteria:
- a. Particular capability to perform the personal services required;
 - b. Experienced staff available to perform the personal services required, including the proposer's recent, current and projected workloads;
 - c. Performance history;
 - d. Approach and philosophy used in providing personal services;
 - e. Fees or costs;
 - f. Geographic proximity to the project or the area where the services are to be performed; and
 - g. Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.
4. The city manager shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.
5. **Amendments.** Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
6. **Public Notice.** No public notice of personal services contracts procured by informal written solicitations pursuant to this section is required.
- E. **Requests for Proposals.** A request for proposals shall be used to procure personal services when the contract price is \$125,000 or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the city.
- 1. **Request for Proposal.** The request for proposal shall include:

- a. **Notice of any pre-offer conference, including:**
 - i. **The time, date and location;**
 - ii. **Whether attendance at the pre-offer conference is mandatory or voluntary; and**
 - iii. **A provision that statements made by representatives of the city at the pre-offer conference are not binding unless confirmed by written addendum.**
- b. **The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received and any other special information, e.g., whether proposals may be submitted by electronic means;**
- c. **The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;**
- d. **A date, time and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;**
- e. **A statement that the city may cancel the procurement or reject any or all proposals;**
- f. **The date, time and place of opening;**
- g. **The office where the request for proposals may be reviewed;**
- h. **A description of the personal services to be procured;**
- i. **The evaluation criteria;**
- j. **The anticipated schedule, deadlines, evaluation process and protest process;**
- k. **The form and amount of any proposal security deemed reasonable and prudent by the city manager to protect the city's interests;**
- l. **A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;**
- m. **If more than one tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;**
- n. **If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the city will determine the number of contracts to be awarded, or that the manner will be left to the city's discretion at time of award;**

- o. If contracts will be awarded to more than one personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;
 - p. All required contract terms and conditions, including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235; and
 - q. Any terms and conditions authorized for negotiation.
2. **Public Notice.** The city manager shall provide public notice of a request for proposals for personal services.
- a. Public notice shall be given not less than twenty-one (21) days prior to closing for the request for proposals, unless the city manager determines that a shorter interval is in the public's interest, or a shorter interval will not substantially affect competition.
 - b. The city manager shall document the specific reasons for the shorter public notice period in the procurement file.
3. **Amendments.** Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

2.40.110 Alternative Source Selection Methods for Goods or Services & Personal Services.

A. Sole-Source Procurements. A contract may be awarded as a sole-source procurement without competition pursuant to this section.

- 1. **Determination of Sole Source.** Before a sole-source contract may be awarded, the city manager shall make written findings that the goods or services, personal services or professional services are available from only one source, based on one or more of the following criteria:
 - a. The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one source;
 - b. The goods or services, personal services or professional services are available from only one source and required for the exchange of software or data with other public or private agencies;
 - c. The goods or services, personal services or professional services are available from only one source, and are needed for use in a pilot or an experimental project; or
 - d. Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.

2. **Negotiations.** To the extent reasonably practical, contract terms advantageous to the city shall be negotiated with the sole source provider.
3. **Notice.** The city manager shall post notice of any determination that the sole source selection method will be used on the city's website not less than ten (10) days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.

B. Special Procurements. In its capacity as contract review board for the city, the city council, upon its own initiative or upon request of the city manager, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.

1. **Basis for Approval.** The approval of a special solicitation method or exemption from competition must be based upon a record before the city council that contains the following:
 - a. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
 - b. The estimated contract price or cost of the project, if relevant;
 - c. Findings to support the substantial cost savings, enhancement in quality or performance, or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
 - d. Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;
 - e. A description of the proposed alternative contracting methods to be employed; and
 - f. The estimated date by which it would be necessary to let the contract(s).
2. In making a determination regarding a special selection method, the city council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.
3. **Hearing.** The city shall approve the special solicitation or exemption after a public hearing before the city council.
 - a. At the public hearing, the city shall offer an opportunity for any interested party to appear and present comment.

- b. The city council shall consider the findings and may approve the exemption as proposed or as modified by the city council after providing an opportunity for public comment.

C. Contracts. Subject to award at the city manager's discretion. The following classes of contracts may be awarded in any manner that the city manager deems appropriate to the city's needs, including by direct appointment or purchase. Except where otherwise provided, the city manager shall make a record of the method of award.

1. **Amendments.** Contract amendments shall not be considered to be separate contracts if made in accordance with the public contracting rules.
2. **Copyrighted Materials; Library Materials.** Contracts for the acquisition of materials entitled to copyright, including but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.
3. **Equipment Repair.** Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
4. **Government-Regulated Items.** Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
5. **Non-Owned Property.** Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the city.
6. **Specialty Goods for Resale.** Contracts for the purchase of specialty goods by the city for resale to consumers.
7. **Sponsorship Agreements.** Sponsorship agreements, under which the city receives a gift or donation in exchange for recognition of the donor.
8. **Structures.** Contracts for the disposal of structures located on city-owned property.
9. **Renewals.** Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
10. **Temporary Extensions or Renewals.** Contracts for a single period of one (1) year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
11. **Temporary Use of City-Owned Property.** The city may negotiate and enter into a license, permit or other contract for the temporary use of city-owned property without using a competitive selection process if:
 - a. The contract results from an unsolicited proposal to the city based on the unique attributes of the property or the unique needs of the proposer;

- b. The proposed use of the property is consistent with the city's use of the property and the public interest; and
- c. The city reserves the right to terminate the contract without penalty, in the event that the city determines that the contract is no longer consistent with the city's present or planned use of the property or the public interest.

12. Used Property. The city manager may contract for the purchase of used property by negotiation if such property is suitable for the city's needs and can be purchased for a lower cost than substantially similar new property.

- a. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the city.
- b. The city manager shall record the findings that support the purchase.

13. Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

14. Conference/Meeting Room Contracts. Contracts entered into for meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and city-sponsored workshops and trainings.

D. Emergency Procurements. When the city manager determines that immediate execution of a contract within the city manager's authority is necessary to prevent substantial damage or injury to persons or property, the city manager may execute the contract without competitive selection and award or city council approval, but, where time permits, competitive quotes should be sought from at least three (3) providers.

1. When the city manager enters into an emergency contract, the city manager shall, as soon as possible in light of the emergency circumstances, document the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the city and the public.

2. The city manager shall also notify the city council of the facts and circumstances surrounding the emergency execution of the contract.

E. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Public Contracting Code.

2.40.120 Surplus Property.

A. General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the city manager that the method of disposal is in the best interest of the city. Factors that may be considered by the city manager include costs of sale, administrative costs, and public benefits to the city.

1. **Governments.** Without competition, by transfer or sale to another government department or public agency.

2. **Auction.** By publicly advertised auction to the highest bidder.
 3. **Bids.** By publicly advertised invitation to bid.
 4. **Liquidation Sale.** By liquidation sale using a commercially recognized third-party liquidator selected in accordance with these public contracting rules for the award of personal services contracts.
 5. **Fixed Price Sale.** The city manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
 6. **Trade-In.** By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
 7. **Donation.** By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- B. Disposal of Property with Minimal Value.** Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal.
- C. Personal-Use Items.** An item (or indivisible set) of specialized and personal use with a current value of less than \$100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the city manager.
- D. Restriction on Sale to City Employees.** City employees shall not compete, as members of the public, for the purchase of publicly sold surplus property.
- E. Conveyance to Purchaser.** Upon the consummation of a sale of surplus personal property, the city shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the city, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.
- 2.40.130 Protest and Appeal Procedures.**
- A. **Appeal of Debarment or Prequalification Decision.**
 1. **Right to Hearing.** Any person who has been debarred from competing for the city's contracts or for whom prequalification has been denied, revoked or revised may appeal the city's decision to the city council as provided in this section.
 2. **Filing of Appeal.** The person shall file a written notice of appeal with the city manager within five (5) business days after the prospective

contractor's receipt of notice of the determination of debarment or denial of prequalification.

3. **Notification of City Council.** Immediately upon receipt of such notice of appeal, the city manager shall notify the city council of the appeal.

4. **Hearing.** The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:

a. Promptly upon receipt of notice of appeal, the city shall notify the appellant of the date, time and place of the hearing;

b. The city council shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the city manager; and

c. At the hearing, the city council shall reconsider, without regard to the underlying decision giving rise to the appeal, the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.

5. **Decision.** The city council shall set forth in writing the reasons for the decision.

6. **Costs.** The city council may allocate its costs for the hearing between the appellant and the city.

a. The allocation shall be based upon facts found by the city council and stated in the city council's decision that, in the city council's opinion, warrant such allocation of costs.

b. If the city council does not allocate costs, the costs shall be paid by the appellant if the decision is upheld, or by the city if the decision is overturned.

c. **Judicial Review.** The decision of the city council may be reviewed only upon a petition in the circuit court of {County} filed within fifteen (15) days after the date of the city council's decision. The appeal must be filed in accordance with all applicable state laws and trial court procedures.

B. Protests and Judicial Review of Special Procurements. An affected person may protest the request for approval of a special procurement as provided in this section.

1. **Delivery; Late Protests.** An affected person shall deliver a written protest to the city manager within seven (7) days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.

a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.

- b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
 - 2. **Content of Protest.** The written protest shall include:
 - a. Identification of the requested special procurement;
 - b. A detailed statement of the legal and factual grounds for the protest;
 - c. Evidence or documentation supporting the grounds on which the protest is based;
 - d. A description of the resulting harm to the affected person; and
 - e. The relief requested.
 - 3. **Additional Information.** The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate, by giving such persons written notice of the time and manner whereby any response shall be delivered.
 - 4. **City Response.** The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the city manager may, in the city manager's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement, or revoke any approval of the special procurement.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 - 5. **Judicial Review.** An affected person may not seek judicial review of a denial of a request for a special procurement.
 - a. Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.
- C. Protests and Judicial Review of Sole-Source Procurements.** An affected person may protest the determination that goods or services or a class of goods or services are available from only one source as provided in this section.
- 1. **Delivery; Late Protests.** An affected person shall deliver a written protest to the city manager within seven (7) days after the first date of public notice of a proposed sole source procurement is placed on the city's website, unless a different period is provided in the public notice.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.

2. **Content of Protest.** The written protest shall include:
 - a. A detailed statement of the legal and factual grounds for the protest;
 - b. Evidence or documentation supporting the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
 3. **Additional Information.** The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
 4. **City Manager Response.** The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the proposed sole-source contract shall not be awarded.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 5. **Judicial Review.** An affected person may not seek judicial review of an election not to make a sole-source procurement.
 - a. Before seeking judicial review of the approval of a sole-source procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.
- D. Protests and Judicial Review of Personal Services Procurements.** An affected person may protest the procurement of a personal services contract as provided in this section.
1. **Delivery.** Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the city manager.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.
 - c. Protests to the award or an intent to award a personal services contract shall be made within seven (7) days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.
 - d. Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.
 2. **Contents of Protest.** The written protest shall:

- a. **Specify all legal or factual grounds for the protest as follows:**
- i. **A person may protest the solicitation on the grounds that the contract is not a personal services contract or was otherwise in violation of these public contracting rules or applicable law. The protest shall identify the specific provision of these public contracting rules or applicable law that was violated.**
 - ii. **A person may protest award or intent to award for the reason that:**
 1. **All proposals ranked higher than the affected persons are nonresponsive;**
 2. **The city failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;**
 3. **The city abused its discretion in rejecting the affected person's proposal as nonresponsive; or**
 4. **The evaluation of proposals or the subsequent determination of award is otherwise in violation of these public contracting rules or applicable law.**
 - iii. **The protest shall identify the specific provision of these public contracting rules or applicable law that was violated by the city's evaluation or award;**
- b. **Include evidence or supporting documentation that supports the grounds on which the protest is based;**
- c. **A description of the resulting harm to the affected person; and**
- d. **The relief requested.**
3. **Additional Information.** The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
4. **City Manager Response.** The city manager shall issue a written disposition of the protest in a timely manner.
- a. **If the city manager upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be.**
 - b. **If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.**
5. **Judicial Review.** Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.
- E. Protests of Cooperative Procurements.** Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed

with the city only if the city is the administering agency and under the applicable procedure described herein.

SECTION 2. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Recitals A-C) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 3. Effective Date. The Central Point City Charter states that an ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

PASSED by the Council and signed by me in authentication of its passage this ____ day of August 2019.

Mayor Hank Williams

ATTEST:

City Recorder



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:	September 12, 2019	
SUBJECT:	Resolution No. _____, Approving Purchase & Sale Agreement -West Pine Street	
ACTION REQUIRED: Motion Resolution		RECOMMENDATION: Approval

BACKGROUND INFORMATION:

City staff was approached by the Jackson County Housing Authority regarding a piece of property located approximately 300 feet south of West Pine Street on Griffin Creek. The housing authority purchased the subject property for approximately \$6,000 several years ago but ultimately determined that development of the parcel would be extremely difficult because of the floodway and floodplain issues associated with this particular parcel.

The parcel has been identified in the City's 2011 Hazard Mitigation Plan as a possible area to help "lay back" the banks as part of a larger flood mitigation area. In conjunction with the Hazard Mitigation Plan recommendation, the City has approached several property owners over the past few years for work on a larger project to help alleviate some of the flooding that occurs within that area. The City is hoping to lead a coordinated project to reduce the floodplain and replace the box culvert at West Pine Street as part of the West Pine Street grant that is scheduled for 2021. The subject parcel is a critical component in the making that mitigation plan a reality.

FINANCIAL ANALYSIS:

The acquisition was not contemplated in the current fiscal year budget, but staff can adjust budgets based upon the recommended sale price of \$6,000.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION:

Staff recommends the City Council move to approve the resolution authorizing the purchase and sale agreement.

RECOMMENDED MOTION:

I move to approve Resolution No. _____, a Resolution Approving an Offer to Purchase Real Property located South of West Pine Street in Central Point, Jackson County Assessor's Map

No. 372W10AC Tax Lot 1300 and recommending approval of a Purchase and Sale Agreement for such property.

ATTACHMENTS:

1. resolution for purchase
2. Purchase Agreement HA-CP
3. Subject Property TL 1
4. Subject Property 2

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER TO PURCHASE REAL PROPERTY LOCATED SOUTH OF WEST PINE STREET ALONG GRIFFIN CREEK, CENTRAL POINT, JACKSON COUNTY ASSESSOR’S MAP NO. 372W10AC TAX LOT 1300 AND RECOMMENDING APPROVAL OF A PURCHASE AND SALE AGREEMENT FOR SUCH REAL PROPERTY

RECITALS:

- A. Oregon Revised Statue Chapter 271 authorizes the City of Central Point to enter into financial agreements for the purpose of acquiring real or personal property that the City Council deems necessary.
- B. The City of Central Point City Council has deemed the purchase of that real property located South of West Pine Street along Griffin Creek in Central Point, Jackson County Assessor’s Map No. 372W10AC Tax Lot 1300 in the best interest of the City of Central Point in accordance with the goals established by the 2011 Hazard Mitigation Plan.

The City of Central Point resolves:

Section 1. The attached purchase and sale agreement for the acquisition of real property located South of West Pine Street along Griffin Creek, Central Point, Jackson County Assessor’s Map No. 372W10AC Tax Lot 1300 (the “Property”) is approved.

Section 2. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to make the offer to purchase the Property upon the terms and conditions specified in the attached purchase and sale agreement which will remain valid for a defined period, but shall become null and void if not executed by the seller, on or before _____.

Section 3. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the attached purchase and sale agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to purchase the subject property.

Passed by the Council and signed by me in authentication of its passage this _____ day of September, 2019.

Mayor Hank Williams

Attachment: resolution for purchase [Revision 1] (1192 : Resolution to Approve Purchase & Sale Agreement - West Pine Street)

ATTEST:

City Recorder

Attachment: resolution for purchase [Revision 1] (1192 : Resolution to Approve Purchase & Sale Agreement - West Pine Street)

REAL ESTATE PURCHASE AND SALE AGREEMENT

DATE: _____, 2019

BETWEEN: Housing Authority of Jackson County, ("Seller")
2251 W Table Rock Road
Medford, Oregon 97501

AND: City of Central Point, Oregon ("Purchaser")
An Oregon municipal corporation
140 South Third Street
Central Point, Oregon 97502

RECITALS

A. Seller is the owner of certain real property located in Jackson County (City of Central Point), Oregon, and commonly known as Township 37 South, Range 2 West, Section 10AC, Tax Lot 1300 ("the subject property"). The subject property is approximately 0.33 acres in size, is undeveloped and is located within the designated FEMA floodway. A more particular description of the subject property is as follows:

See Exhibit "A" attached hereto.

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

AGREEMENT

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

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

2. Purchase Price. Seller agrees to sell and convey all of Seller's right, title and interest in the subject property to Purchaser and Purchaser agrees to buy the subject property from Seller for the sum of Six Thousand and No/100 Dollars (\$6,000.00) ("the Purchase Price"). The Purchase Price shall be paid in cash at Closing.

3. Title. Seller warrants and represents that Seller is the fee simple owner of the subject property and that Seller has the right and authority to convey the subject property to Purchaser free and clear of any other claims of title and subject only to encumbrances of record

Attachment: Purchase Agreement HA-CP (1192 : Resolution to Approve Purchase & Sale Agreement - West Pine Street)

and such recurring assessments and liens for irrigation districts or other governmental or quasi-governmental entities. Seller shall convey title to the subject property by Statutory Warranty Deed, properly executed and notarized conveying title to Purchaser. Purchaser, at Purchaser's sole expense, shall have the right to obtain a standard owner's title insurance policy and any desired title insurance endorsements from First American Title Insurance Company located at 1225 Crater Lake Avenue, Suite #101, Medford, Oregon, 97504 ("the Escrow Agent"). Upon complete execution of this Agreement, Purchaser, at Purchaser's sole expense, shall order a preliminary title report ("Title Report") from the Escrow Agent with a copy of the Title Report being delivered to both parties. Purchaser shall have 10 calendar days from the date of Purchaser's receipt of the Title Report in order to notify Seller in writing of any exceptions unacceptable to Purchaser ("Objection Notice"). Seller shall notify Purchaser of its intent to remove or not to remove the exceptions stated in the Objection Notice within 10 calendar days of Seller's receipt of the Objection Notice. Purchaser shall have no obligation to close if the parties are unable to resolve title issues concerning the subject property. Purchaser's failure to issue Seller the Objection Notice within the time allowed will be deemed as Purchaser's acceptance of the exceptions to title set forth in the Title Report.

4. Due Diligence Contingency. Purchaser's purchase of the subject property is contingent upon Purchaser's inspection, review and approval of the physical condition of the subject property, including, but not limited to, title matters, the physical and environmental condition of the subject property, governmental regulations affecting the subject property, and all matters that bind the subject property or will affect its use ("the Due Diligence Contingency"). Purchaser shall give written notice to Seller no later than 5:00 p.m. on the 15th day following the date of this Agreement of Purchaser's intent to remove or not to remove the Due Diligence Contingency. In the event no written notice is given to Seller within the time allowed, this Agreement shall be deemed terminated and Seller shall promptly instruct Escrow Agent to refund the Earnest Money to Purchaser.

5. Conditions of Access. Seller grants Purchaser access onto the subject property for the limited purpose of allowing Purchaser to conduct inspections and prepare plans for the future use of the subject property. In consideration for Seller providing Purchaser such access to the subject property, Purchaser hereby agrees to indemnify and hold Seller harmless, including the reasonable cost of Seller's legal defense, from any claim for personal injury, property damage or any other action by Purchaser or Purchaser's contractors, agents and representatives relating to any activities on the subject property by Purchaser, Purchaser's contractors, agents or representatives.

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

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

hereunder to be delivered on the Closing Date and the rendering of all other performances and undertakings contemplated hereunder.

8. Closing. Closing shall occur on September 30, 2019 (“Closing Date”) at the offices of the Escrow Agent.

9. Casualty and Condemnation.

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

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

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

10. Closing Provisions.

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

10.2 Funds and Documents.

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

(a) The sums specified in Section 2 herein, which sums are payable in cash, by certified or cashier's check, wire transfer, or otherwise immediately available federal funds.

(b) All funds required of Purchaser by reason of the prorations and adjustments described herein and the obligations of Purchaser for costs and expenses as set forth herein.

(c) All documents required pursuant to this Agreement, properly executed by Purchaser.

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

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

10.3 Adjustments and Prorations on Closing. Seller and Purchaser understand that certain may need to be prorated among the parties at Closing including, but not limited to recurring assessments, if any.

10.4 Costs of Closing.

10.4.1 Seller's Costs and Expenses. At Closing, Seller shall pay (i) one-half (2) of the Escrow Agent's fee; (ii) all recording and miscellaneous charges customarily attributable to a Seller in similar transactions; and (iii) attorney fees incurred by Seller with respect to negotiating this Agreement, if any.

10.4.2 Purchaser's Costs and Expenses. At Closing, Purchaser shall pay (i) one-half (2) of the Escrow Agent's Fee; (ii) any premium for the standard title insurance policy and title insurance endorsements desired by Purchaser; (iii) all recording and miscellaneous charges customarily attributable to purchasers in similar transactions; and (iv) all attorneys' fees incurred by Purchaser with respect to negotiating this Agreement, if any.

11. Remedies.

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

11.2 Purchaser's Breach. If Purchaser breaches this Agreement and fails to close the sale contemplated hereby through no fault of Seller, Purchaser shall promptly pay Seller the sum of **Five Hundred and No/100 Dollars (\$500.00)**, which the parties estimate to be Seller's transactional costs for the contemplated sale of the subject property.

12. Miscellaneous Provisions.

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

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

12.3 Council/Board Approval. The parties acknowledge and agree that the closing of this transaction is contingent upon approval by the City of Central Point City Council (“the Council”) and the Board of Directors of the Housing Authority of Jackson County (“the Board”). Purchaser shall act promptly in obtaining the necessary authorization from the Council and Seller shall act promptly in obtaining the necessary authorization from the Board. In the event the Board or Council fails to provide the appropriate authorization, the party lacking the necessary authorization shall promptly notify the other party in writing of the lack of authorization to close this transaction. In such event, this Agreement shall terminate without notice and be of no further force or effect.

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

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

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

Seller:

Housing Authority
c/o Dianna Berry
2251 W Table Rock Road
Medford, Oregon 97501
dianna@hajc.net

Purchaser:

City of Central Point
c/o Matt Samitore
140 South Third Street
Central Point, Oregon 97502-2216
matt.samitore@centralpointoregon.gov

and

Daniel O’Connor
O’Connor Law, LLC
670 G Street, Suite B,

Jacksonville, Oregon 97530
dano@oconnorlawgroup.net

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

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

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

12.10 Time of Essence. Time is of the essence of this Agreement.

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

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

12.13 Statutory Disclaimer.

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

9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

SELLER:

HOUSING AUTHORITY OF JACKSON COUNTY:

Date: _____, 2019

By: _____
Its: _____

PURCHASER:

CITY OF CENTRAL POINT:

Date: _____, 2019

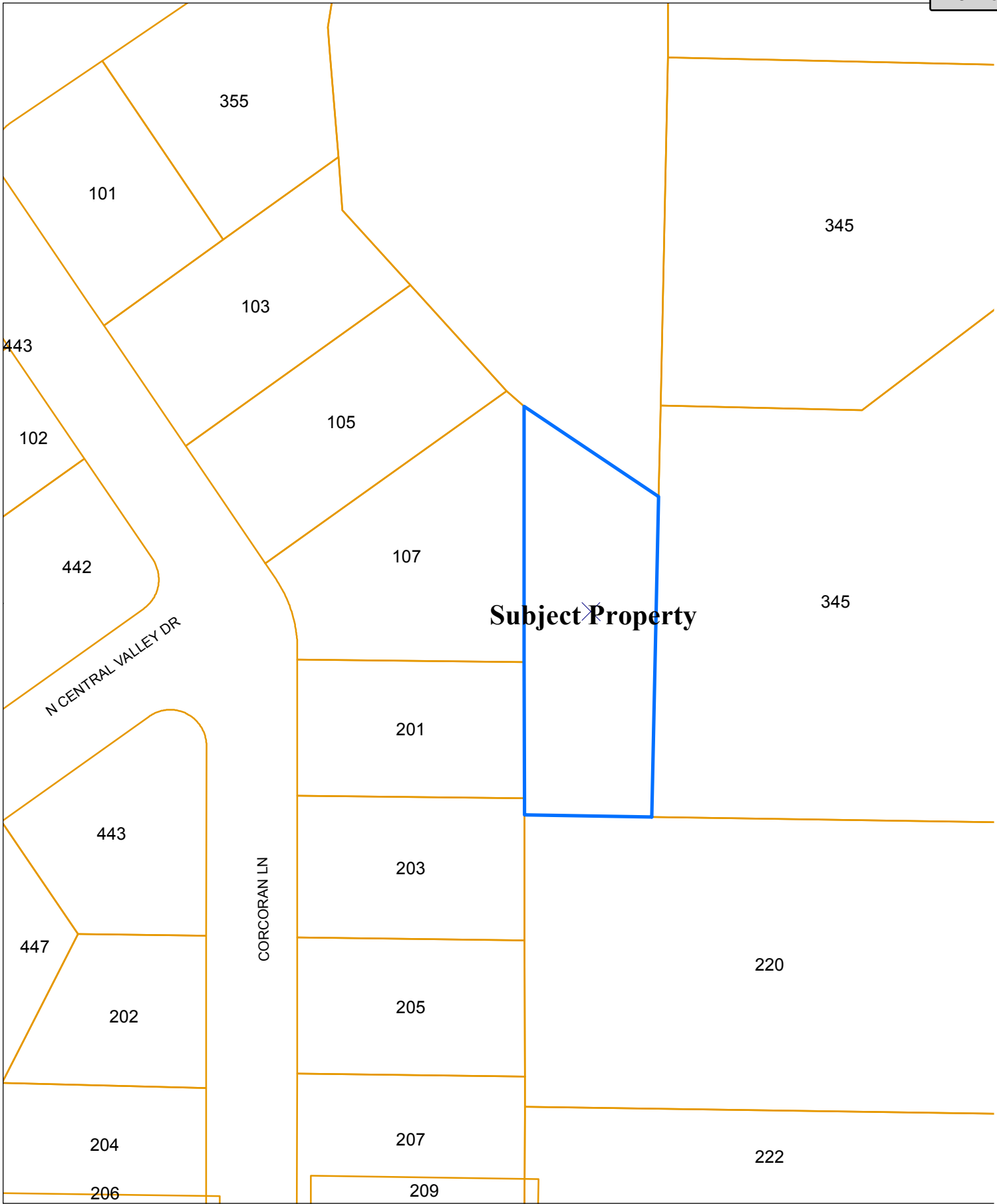
By: _____
Its: _____

Attachment: Purchase Agreement HA-CP (1192 : Resolution to Approve Purchase & Sale Agreement - West Pine Street)

EXHIBIT "A"

Beginning at the South Southwest corner of Donation Land Claim No. 53, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence North 89° 55' 50" East 24.11 feet to a 1-1/4 inch iron pipe being the Southwest corner of that tract of land described in Quitclaim Deed recorded in Volume 347, Page 221, Jackson County, Oregon, Deed Records; thence North 0° 29' 50" East, along the West line of said tract, a distance of 175.19 feet to the centerline of Griffin Creek; thence along the centerline of said Creek, North 51° 33' 40" West, 91.99 feet to an angle point on the East line of Lot 5, Block 2, CENTRAL VALLEY SUBDIVISION, as said Subdivision is recorded in Plat Records of Jackson County, Oregon; thence along the Easterly line of Block 2, said Subdivision, South 0° 01' East 232.39 feet to a concrete monument, being the initial point of CENTRAL VALLEY SUBDIVISION; thence South 89° 59' 30" East, 46.35 feet to the point of beginning.

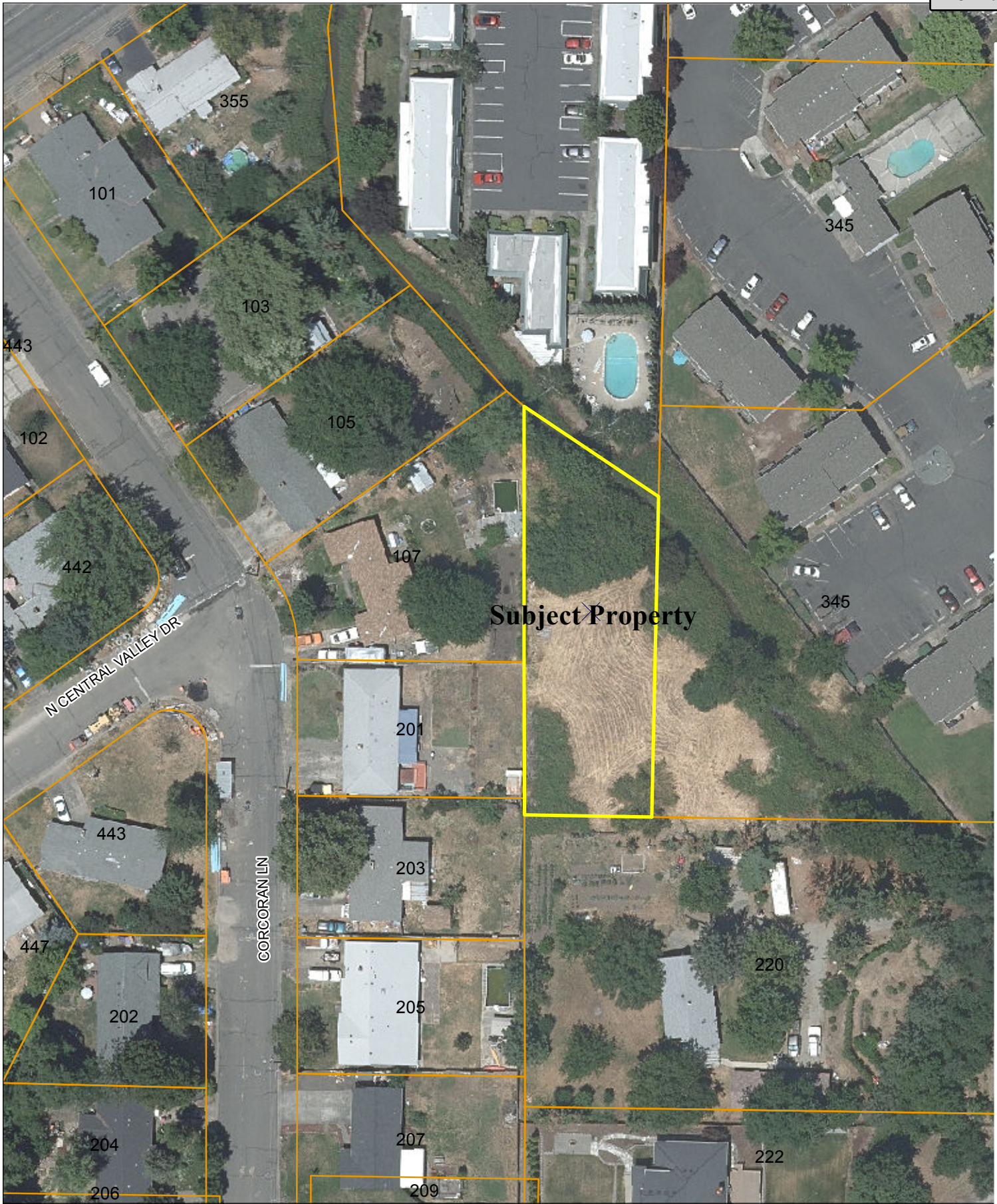
Attachment: Purchase Agreement HA-CP (1192 : Resolution to Approve Purchase & Sale Agreement - West Pine Street)



Attachment: Subject Property TL 1 (1192 : Resolution to Approve Purchase & Sale Agreement - West Pine Street)

Legend





Attachment: Subject Property 2 (1192 : Resolution to Approve Purchase & Sale Agreement - West Pine Street)

Legend





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:	September 12, 2019		
SUBJECT:	Dennis Richardson Memorial Update		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Approval

BACKGROUND INFORMATION: The City has been working with local landscape architect John Galbraith on a park memorial for the late Dennis Richardson. The design has now proceeded through several phases, however, the most recent version is included for your review/approval.

Landscape architect comments on the most recent design option:

“The committee wanted to have a better connection to the War Memorial. In addition to the path that was added the last time the committee reviewed the plan, there was a suggestion of adding a path from the top tier of the Richardson Site and connecting it to the main path that runs through the site. Landscaping that was also added to the perimeter of the War Memorial the last time the committee viewed the project was adjusted to reflect the new path.” – John Galbraith.

Staff believes the changes as depicted reflect all of the suggested revisions requested by the Ad-Hoc Committee. If the Council agrees with the overall plan the next steps would be to have it shown and approved by the Richardson Family and then move forward on a formal design and construction cost estimate.

FINANCIAL ANALYSIS: Financial Analysis will be performed when cost estimates become available.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: Central Point Strategic Plan Goal 2- Build City pride and positive image.

Strategies:

- a) Create a brand and launch awareness campaign, articulate vision and mission, define

values;

- b) Recognize the successes of Businesses, Citizens, and Government publicly;
 - c) Communicate and celebrate events, honor our past and take pride in the future;
 - d) Promote “healthy neighborhoods” by encouraging socioeconomic diversity. Design with health and safety in mind (i.e. Crime Prevention through Environmental Design) when making infrastructure improvements (including parks and schools);
 - e) Review current codes in use for development and improvement. Revise as necessary to create “healthy neighborhoods”. Enforce codes in older established neighborhoods.
-

STAFF RECOMMENDATION: Staff recommends approval of the preliminary design.

RECOMMENDED MOTION: I move to approve the preliminary design of the Dennis Richardson Memorial and move forward with formal design and construction estimates.

ATTACHMENTS:

1. Dennis Revision 08.30.19





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:	September 12, 2019		
SUBJECT:	Made in Southern Oregon Donation to Chamber		
ACTION REQUIRED:	Motion	RECOMMENDATION:	Approval

BACKGROUND INFORMATION: The Central Point Chamber of Commerce was the lead sponsor and co-organizer for both Made in Southern Oregon Event. Stephanie Hendricks, Chamber of Commerce CEO, and her staff went above and beyond to find vendors, run a booth and promote the event. We are recommending giving 50% of the total profit from the vendor fees which is \$2,500.

In the future, staff will budget the donations within the fiscal budget so that the donations don't have to come to council every year.

FINANCIAL ANALYSIS: The revenue was brought in as miscellaneous revenue and was planned and budgeted for the donation.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: 2- Build City pride and positive image.

Strategies:

- a) Create a brand and launch awareness campaign, articulate vision and mission, define values;
- b) Recognize the successes of Businesses, Citizens, and Government publicly;
- c) Communicate and celebrate events, honor our past and take pride in the future;
- d) Promote "healthy neighborhoods" by encouraging socioeconomic diversity. Design with health and safety in mind (i.e., Crime Prevention through Environmental Design) when making infrastructure improvements (including parks and schools);
- e) Review current codes in use for development and improvement. Revise as necessary to create "healthy neighborhoods." Enforce codes in older established neighborhoods.

STAFF RECOMMENDATION: Approve the donation request.

RECOMMENDED MOTION: I move to approve the donations from the Made in Southern Oregon August 2019 Event in the amounts of \$2,500 to the Central Point Chamber of Commerce.



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Community Development
FROM:	Tom Humphrey, Community Development Director		
MEETING DATE:	September 12, 2019		
SUBJECT:	Planning Commission Report		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Approval

The following items were presented by staff and discussed by the Planning Commission at its regular meeting on September 3, 2019.

A. Public Hearing to consider a Conditional Use Permit to allow an automated carwash to operate at 4245 Table Rock Road. The 9.03 acre site is within the Tourist and Office Professional (C-4) commercial zoning district and is identified on the Jackson County Assessor's Map as 37S 2W 01C Tax Lot 700. File No. CUP-19002. Applicant: JB Steel, Inc.; Agent: Amy Gunter, Rogue Planning & Development Service, LLC. Planning staff explained that automated car washes are identified as conditional uses in the C-4 zone but other components of this development are permitted outright. The applicant provided a traffic analysis and other key information about the proposed project that contributed toward findings for neighborhood compatibility and the Planning Commission's approval.

B. Public Hearing to consider a Site Plan and Architectural Review application for the development of a 2,345 square foot oil change facility and a 4,971 square foot automated car wash, including parking, payment kiosks, vacuum stations and landscaped areas. The project site is located at 4245 Table Rock Road within the Tourist and Office Professional (C-4) commercial zoning district and is identified on the Jackson County Assessor's Map as 37S 2W 01C Tax Lot 700. File No. SPAR-19002. Applicant: JB Steel, Inc.; Agent: Amy Gunter, Rogue Planning & Development Service, LLC. Planning staff presented a project analysis and made findings that prevented the department from recommending approval of this development. It was concluded that until a variety of revisions to the site plan, building design and tentative plan are made, the staff could not recommend approval. It was recommended that the hearing be continued until October 15th and the applicant was agreeable to this. Consequently, the Commission scheduled the next hearing for the third Tuesday in October to give both staff and the applicant time to make corrections.

C. Continued Discussion of Amendments to CPMC 17.77, Accessory Dwelling Units (ADUs). Applicant: City of Central Point. File No. ZC-19001. In 2018 the Senate passed SB 1051 and DLCDD has disseminated information to cities to implement this legislation. The purpose of the Planning Commission's discussion is to determine the changes to CPMC 17.77 that are in keeping with the City's vision and objectives. Planning staff presented ADU language

with modifications that were recommended from the last meeting. A few goals were discussed including complying with state law, providing affordable housing and maintaining the livability of neighborhoods. Only one ADU per single-family residential lot is being discussed along with the size, setbacks and parking requirements. The state gives cities some flexibility but code changes should provide clear and objective standards. The Commission received input from two citizens in letter form, one of which was presented in person. The Commission recommended that staff proceed with code amendments and schedule a public hearing for the November meeting.



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Manager
FROM:	Chris Clayton, City Manager		
MEETING DATE:	September 12, 2019		
SUBJECT:	Annexation Information		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Not Applicable

BACKGROUND INFORMATION:

At the August City Council Study Session, Council Members received information on the details of Oregon senate bill 92 (2019). More specifically, the provisions of this new legislation allow a local government to offer a “phase-in” period for property tax increases associated with annexation into jurisdictional boundaries. To that end, staff presented a map of properties that currently exist as “islands” of county property within current city limits, and “edge” properties that are surrounded by current city limits on three sides and a public right-of-way/waterway on the fourth side. Finally, staff recommended several properties that do not meet the above-described criteria but make sense from a development or existing public services/facilities standpoint.

For tonight’ s discussion, the staff has included a map that depicts all recommended properties but also indicates which properties have already entered into a “no opposition to annexation” agreement.

FINANCIAL ANALYSIS:

After creating the map attached for tonight’ s discussion, the City’ s Finance Director, Steve Weber, performed an analysis, which defines each potential property’ s current assessed value and projected annual city tax requirements. Mr. Weber’ s report is attached for review/discussion.

LEGAL ANALYSIS:

Legal analysis for annexation was provided at the August City Council Study Session. However, should council direct staff to develop a formal annexation plan/strategy, legal counsel will review and provide recommendations as appropriate.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Goal 2- Provide high-quality facilities, parks, and open spaces that attract resident and non-resident use. Strategies:

- a) Prepare a finance program to maintain and expand recreation facilities, including fees, donations (land and money), sponsorships, levies, taxes, and government support;
- b) Pursue the development and implementation of a comprehensive facilities development plan in cooperation with surrounding cities and school district that identifies and schedules the construction of new recreation centers, parks, trails, gathering places, sports park, and aquatic facilities;
- c) Develop public awareness of necessary steps to meet goals;
- d) Develop plans in conjunction with other governmental agencies and community organizations;
- e) Survey citizens to assess likelihood of support for bond issue to build a community recreation center.

Goal 3- Provide high-quality, age-appropriate recreation programs that benefit all residents of our community. Strategies:

- a) Prepare a finance program to maintain and expand recreation programs, including fees, donations, sponsorships, and governmental support;
 - b) Pursue the development and implementation of comprehensive recreation programs in cooperation with governmental bodies/agencies and athletic/recreation organizations.
-

STAFF RECOMMENDATION:

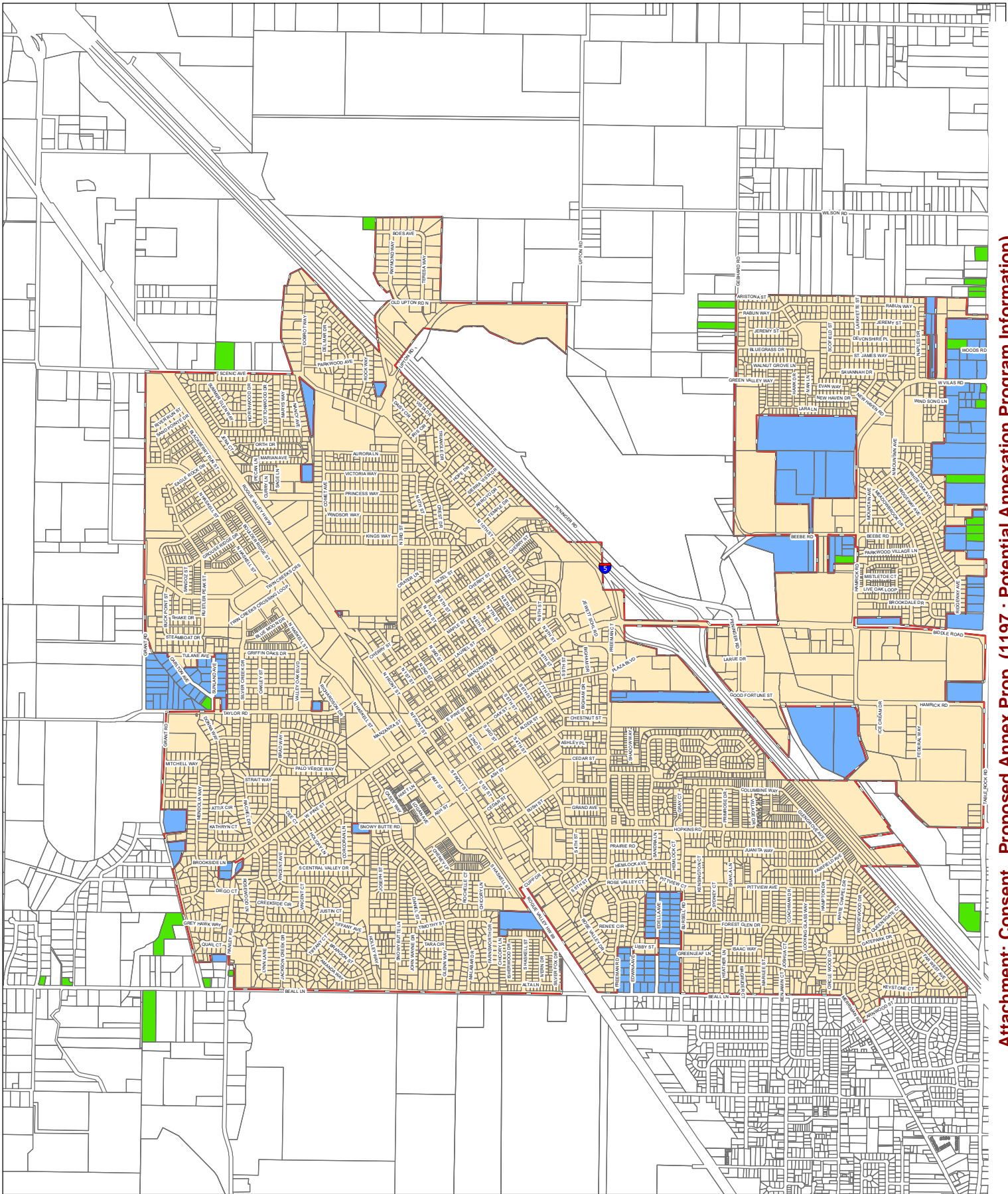
Staff is recommending that Council Members review the included information, discussion potential issues and opportunities, and direct staff to proceed with the development of a more comprehensive "phase-in" program and begin meeting/corresponding with potentially impacted property owners.

RECOMMENDED MOTION:

I move to direct staff to proceed with the development of a more comprehensive “phase-in” program and begin meeting/corresponding with potentially impacted property owners.

ATTACHMENTS:

1. Consent_ Proposed Annex Prop
2. Annexation Financial Information (Potential Tax Gains) 2019



Attachment: Consent_ Proposed Annex Prop (1197 : Potential Annexation Program Information)

Legend

- City Limit
- Consent_to_Annex_Agreement
- Island_Properties_Not_in_City_Limits



MAPLOT	ADDRESS	ASSESSED VALU	CITY TAXES
372W03AB300	4885 UPTON RD	\$103,560.00	\$462.91
372W10BD6600	3542 HANLEY RD	\$102,280.00	\$457.19
372W10BC4600	3539 HANLEY RD	\$102,060.00	\$456.21
372W01C1800	4497 HAMRICK	\$125,620.00	\$561.52
372W01C1700	4511 HAMRICK RD	\$152,490.00	\$681.63
372W01C2200	443 BEEBE RD	\$142,110.00	\$635.23
372W03DC3500	1988 TAYLOR RD	\$161,280.00	\$720.92
372W03BA100	SCENIC AVE	\$0.00	\$0.00
372W03BD100	4636 N PACIFIC HWY	\$137,750.00	\$615.74
372W10BC4700	3521 HANLEY RD	\$155,315.00	\$694.26
372W01CB1000	4461 HAMRICK	\$119,510.00	\$534.21
372W01CB1100	4475 HAMRICK	\$93,790.00	\$419.24
372W03DB200	N PACIFIC HWY	\$5,350.00	\$23.91
372W10AC8200	220 SNOWY BUTTE RD	\$121,970.00	\$545.21
372W01C2301	445 BEEBE RD	\$80,710.00	\$360.77
372W03CC400	4124 SUNLAND AVE	\$222,730.00	\$995.60
372W03CC1200	4103 SUNLAND AVE	\$197,860.00	\$884.43
372W03CC4300	2394 TAYLOR RD	\$215,860.00	\$964.89
372W03CC4400	2384 TAYLOR RD	\$330,820.00	\$1,478.77
372W03CC3000	4175 CARLTON AVE	\$345,680.00	\$1,545.19
372W03CC4600	2338 TAYLOR RD	\$188,510.00	\$842.64
372W03CC1800	4100 CARLTON AVE	\$196,020.00	\$876.21
372W03CC2400	4057 CARLTON AVE	\$200,050.00	\$894.22
372W03CC3300	4138 GRANT RD	\$198,650.00	\$887.97
372W03CC1100	4095 SUNLAND AVE	\$229,870.00	\$1,027.52
372W03CC200	4166 SUNLAND AVE	\$172,640.00	\$771.70
372W03CC4000	2496 TAYLOR RD	\$155,110.00	\$693.34
372W03CC2000	4025 SUNLAND AVE	\$166,490.00	\$744.21
372W03CC2900	4165 CARLTON AVE	\$190,360.00	\$850.91
372W03CC1900	4080 CARLTON AVE	\$158,830.00	\$709.97
372W03CC2200	CARLTON AVE	\$53,650.00	\$239.82
372W03CC300	4146 SUNLAND AVE	\$233,540.00	\$1,043.92
372W03CC3400	4118 GRANT RD	\$178,980.00	\$800.04
372W03CC2700	4131 CARLTON AVE	\$192,890.00	\$862.22
372W03CC3600	4080 GRANT RD	\$201,690.00	\$901.55
372W03CC2500	4081 CARLTON AVE	\$278,900.00	\$1,246.68
372W03CC700	4072 SUNLAND AVE	\$176,670.00	\$789.71
372W03CC3800	4038 GRANT RD	\$138,550.00	\$619.32
372W03CC4200	2450 TAYLOR RD	\$236,770.00	\$1,058.36
372W03CC2300	4035 CARLTON AVE	\$162,920.00	\$728.25
372W03CC1500	2315 TULANE AVE	\$314,250.00	\$1,404.70
372W03CC500	4108 SUNLAND AVE	\$161,270.00	\$720.88
372W03CC900	2278 TAYLOR RD	\$175,760.00	\$785.65
372W03CC800	4052 SUNLAND AVE	\$183,620.00	\$820.78
372W03CC2800	4163 CARLTON AVE	\$296,240.00	\$1,324.19
372W03CC600	4090 SUNLAND AVE	\$205,280.00	\$917.60
372W03CC4500	2376 TAYLOR RD	\$186,200.00	\$832.31
372W03CC4100	2492 TAYLOR RD	\$157,620.00	\$704.56

MAPLOT	ADDRESS	ASSESSED VALU	CITY TAXES
372W03CC3700	4056 GRANT RD	\$135,860.00	\$607.29
372W03CC3200	4164 GRANT RD	\$196,100.00	\$876.57
372W03CC1300	4123 SUNLAND AVE	\$212,930.00	\$951.80
372W03CC3900	GRANT RD	\$17,700.00	\$79.12
372W03CC3500	4102 GRANT RD	\$174,380.00	\$779.48
372W03CC2600	4097 CARLTON AVE	\$191,270.00	\$854.98
372W03CC1400	2313 TULANE AVE	\$304,830.00	\$1,362.59
372W11CB1100	3386 CHICORY LN	\$153,660.00	\$686.86
372W11CB1000	3404 CHICORY LN	\$240,820.00	\$1,076.47
372W11C117	3459 BURSELL RD	\$176,590.00	\$789.36
372W11CD600	FREEMAN RD	\$46,940.00	\$209.82
372W11C6700	3270 EDELLA ST	\$186,670.00	\$834.41
372W11C165	3448 EDELLA ST	\$209,740.00	\$937.54
372W11C155	3405 BURSELL RD	\$257,700.00	\$1,151.92
372W11C118	3395 BURSELL RD	\$177,510.00	\$793.47
372W11C166	3460 EDELLA ST	\$228,560.00	\$1,021.66
372W11C5000	3289 EDWINA AVE	\$197,630.00	\$883.41
372W11C162	3395 EDELLA ST	\$184,740.00	\$825.79
372W11C116	3413 BURSELL RD	\$225,710.00	\$1,008.92
372W11C6900	3312 EDELLA ST	\$210,290.00	\$940.00
372W11CD500	3269 EDWINA AVE	\$196,510.00	\$878.40
372W11C153	3431 BURSELL RD	\$202,760.00	\$906.34
372W11C114	3447 BURSELL RD	\$219,640.00	\$981.79
372W11C167	942 LIBBY ST	\$230,240.00	\$1,029.17
372W11C6200	3247 EDELLA ST	\$187,890.00	\$839.87
372W11C174	3477 EDELLA ST	\$218,240.00	\$975.53
372W11CD800	1056 BEALL LN	\$246,670.00	\$1,102.61
372W11CD900	1074 BEALL LN	\$156,850.00	\$701.12
372W11C6800	3290 EDELLA ST	\$168,690.00	\$754.04
372W11C7100	3331 BURSELL RD	\$198,670.00	\$888.05
372W11C5100	3311 EDWINA AVE	\$162,910.00	\$728.21
372W11C159	3432 EDELLA ST	\$186,940.00	\$835.62
372W11C169	3459 EDELLA ST	\$229,410.00	\$1,025.46
372W11C170	3376 EDELLA ST	\$234,130.00	\$1,046.56
372W11C156	3479 BURSELL RD	\$185,630.00	\$829.77
372W11C7700	930 BEALL LN	\$185,340.00	\$828.47
372W11C6500	984 BEALL LN	\$167,890.00	\$750.47
372W11C7000	3332 EDELLA ST	\$180,180.00	\$805.40
372W11C5600	3312 EDWINA AVE	\$201,620.00	\$901.24
372W11C7500	3247 BURSELL RD	\$218,090.00	\$974.86
372W11CD200	1026 BEALL LN	\$190,060.00	\$849.57
372W11C5800	3289 EDELLA ST	\$218,780.00	\$977.95
372W11C163	3447 EDELLA ST	\$184,410.00	\$824.31
372W11CD400	3270 EDWINA AVE	\$172,570.00	\$771.39
372W11CD700	3247 EDWINA AVE	\$261,460.00	\$1,168.73
372W11C7800	952 BEALL LN	\$179,700.00	\$803.26
372W11C7600	910 BEALL LN	\$202,340.00	\$904.46
372W11C7200	3311 BURSELL RD	\$164,630.00	\$735.90

MAPLOT	ADDRESS	ASSESSED VALU	CITY TAXES
372W11C5700	3290 EDWINA AVE	\$200,120.00	\$894.54
372W11C127	3496 EDELLA ST	\$191,150.00	\$854.44
372W11C161	3396 EDELLA ST	\$194,910.00	\$871.25
372W11C154	3377 EDELLA ST	\$191,040.00	\$853.95
372W11C7400	3269 BURSELL RD	\$172,880.00	\$772.77
372W11C6600	3248 EDELLA ST	\$211,270.00	\$944.38
372W11C5300	3333 EDWINA AVE	\$221,910.00	\$991.94
372W11CD300	3248 EDWINA AVE	\$194,230.00	\$868.21
372W11C7300	3289 BURSELL RD	\$197,480.00	\$882.74
372W11C164	3431 EDELLA ST	\$185,550.00	\$829.41
372W11C175	3413 EDELLA ST	\$183,770.00	\$821.45
372W11C5900	3269 EDELLA ST	\$183,750.00	\$821.36
372W11C119	3357 BURSELL RD	\$191,830.00	\$857.48
372W11C5200	1191 FREEMAN RD	\$221,040.00	\$988.05
372W11C158	3414 EDELLA ST	\$157,220.00	\$702.77
372W11C168	3495 EDELLA ST	\$252,140.00	\$1,127.07
372W11C171	3478 EDELLA ST	\$180,200.00	\$805.49
372W11C173	3469 BURSELL RD	\$169,840.00	\$759.18
372W11CD100	1006 BEALL LN	\$179,350.00	\$801.69
372W11C5500	3311 EDELLA ST	\$235,450.00	\$1,052.46
372W02D1600	239 FREEMAN RD	\$257,440.00	\$1,150.76
372W02D1500	233 FREEMAN RD	\$41,090.00	\$183.67
372W02200	4848 GEBHARD RD	\$465,430.00	\$2,080.47
372W022900	BEEBE RD	\$112,250.00	\$501.76
372W023000	628 BEEBE RD	\$180,540.00	\$807.01
372W01BC9800	4630 HAMRICK	\$194,090.00	\$867.58
362W36CD1700	77 WOODS RD	\$45,680.00	\$204.19
362W36CD2100	94 VILAS RD	\$166,570.00	\$744.57
372W01BD200	4655 TABLE ROCK RD	\$691,940.00	\$3,092.97
372W01BD100	4707 TABLE ROCK RD	\$996,510.00	\$4,454.40
372W01BA2500	4775 TABLE ROCK RD	\$159,720.00	\$713.95
372W01BA2400	4825 TABLE ROCK RD	\$231,850.00	\$1,036.37
372W01BA2200	4857 TABLE ROCK RD	\$148,440.00	\$663.53
372W01BA2300	TABLE ROCK RD	\$72,770.00	\$325.28
372W01BA2100	4913 TABLE ROCK RD	\$157,470.00	\$703.89
372W01BA1600	4921 TABLE ROCK RD	\$131,830.00	\$589.28
372W01BA1700	234 WELLS RD	\$61,490.00	\$274.86
372W01BA1800	204 WELLS RD	\$60,600.00	\$270.88
372W01BA1900	178 WELLS RD	\$76,830.00	\$343.43
372W01BA100	15 VILAS RD	\$129,620.00	\$579.40
372W01BA2600	4747 TABLE ROCK RD	\$225,940.00	\$1,009.95
372W01BA1500	4977 TABLE ROCK RD	\$55,100.00	\$246.30
372W01BA1400	203 WELLS RD	\$53,370.00	\$238.56
372W01BA1300	206 WELLS RD	\$74,230.00	\$331.81
372W01BA200	37 VILAS RD	\$157,200.00	\$702.68
372W01BA300	49 VILAS RD	\$24,260.00	\$108.44
362W36CD2000	52 VILAS RD	\$263,300.00	\$1,176.95
362W36CD1900	5017 TABLE ROCK RD	\$483,270.00	\$2,160.22

MAPLOT	ADDRESS	ASSESSED VALU	CITY TAXES
362W36CD1100	5151 TABLE ROCK RD	\$277,320.00	\$1,239.62
362W36CD1800	5077 TABLE ROCK RD	\$390,700.00	\$1,746.43
362W36CD1600	122 VILAS RD	\$75,570.00	\$337.80
372W01BA1200	155 WELLS RD	\$108,360.00	\$484.37
372W01BA400	77 VILAS	\$178,840.00	\$799.41
372W01BA2000	4911 TABLE ROCK RD	\$67,020.00	\$299.58
362W36CD1200	5113 TABLE ROCK RD	\$19,330.00	\$86.41
372W01BD1000	4523 TABLE ROCK RD	\$113,270.00	\$506.32
372W01BD500	4615 TABLE ROCK RD	\$148,890.00	\$665.54
372W01BD600	4597 TABLE ROCK RD	\$287,140.00	\$1,283.52
372W01BD800	4589 TABLE ROCK RD	\$63,330.00	\$283.09
372W01BD900	4551 TABLE ROCK RD	\$407,600.00	\$1,821.97
372W01BD1200	4585 TABLE ROCK RD	\$3,820.00	\$17.08
372W01BD1100	4517 TABLE ROCK RD	\$261,760.00	\$1,170.07
372W01CA100	4495 TABLE ROCK RD	\$301,330.00	\$1,346.95
372W01C701	4404 BIDDLE RD	\$9,740.00	\$43.54
372W01CA400	4375 TABLE ROCK RD	\$160,590.00	\$717.84
372W01CA500	TABLE ROCK RD	\$27,910.00	\$124.76
372W01CA600	4335 TABLE ROCK RD	\$114,480.00	\$511.73
372W01CA700	4299 TABLE ROCK RD	\$192,400.00	\$860.03
372W01CA800	4297 TABLE ROCK RD	\$120,360.00	\$538.01
372W01C3900	TABLE ROCK RD	\$59,970.00	\$268.07
372W11A28000	3959 HAMRICK RD	\$652,150.00	\$2,915.11
372W12B300	HAMRICK RD	\$255,990.00	\$1,144.28
372W12B300	HAMRICK RD	\$187,350.00	\$837.45
372W12B300	HAMRICK RD	\$12,320.00	\$55.07
372W12B300	HAMRICK RD	\$25,260.00	\$112.91
372W10BC2400	3610 GRANT RD	\$170,330.00	\$761.38
372W10BC2200	3664 GRANT RD	\$185,590.00	\$829.59
372W10BC2500	3590 GRANT RD	\$258,130.00	\$1,153.84
372W10C2700	3295 HANLEY RD	\$214,410.00	\$958.41
372W02D200	511 BEEBE RD	\$141,430.00	\$632.19
372W02D300	523/587 BEEBE RD	\$45,460.00	\$203.21
372W01CB800	4258 HAMRICK RD	\$130,300.00	\$582.44
362W36CD800	164 VILAS RD	\$103,860.00	\$464.25
362W36CD900	160 VILAS RD	\$84,570.00	\$378.03
362W36CD2200	146 VILAS RD	\$100,100.00	\$447.45
362W36CD600	164 1/2 VILAS RD	\$81,940.00	\$366.27
362W36CD2300	162 VILAS RD	\$56,310.00	\$251.71
Total		\$33,319,145.00	\$148,936.58



City of Central Point
Staff Report to Council

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Attorney
FROM:	Sydnee Dreyer, City Attorney		
MEETING DATE:	September 12, 2019		
SUBJECT:	Discussion regarding legality of hemp-based sales in City		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Not Applicable

Recently the City has received inquiries from several business owners regarding the sale of hemp-based CBD products within City limits. In some instances, business owners seek to sell CBD oils, in others they seek to include CBD in food/drink items. The City prohibits commercial growth, processing, wholesaling and retail sales of marijuana and a question was raised as to whether those regulations also govern hemp-based CBD products, and/or whether such products are regulated under state law.

The City Attorney's office has put together a legal memorandum summarizing this issue, which concludes that where CBD products are derived from industrial hemp, with a THC content of less than .3%, those products can be sold within City limits and do not require an additional City license, other than a business license. CBD products that are produced from marijuana, as defined in City code, are prohibited in City limits. Additionally, although hemp-based CBD products containing greater than .3% THC are not expressly prohibited in City limits, state law requires that sales of any such products in excess of .3% can only be sold by a licensed marijuana retailer, which use is prohibited in City limits.

ATTACHMENTS:

1. CBD business legality

**JARVIS,
DREYER,
GLATTE &
LARSEN, LLP**

ATTORNEYS AT LAW

MEDFORD OFFICE

823 Alder Creek Drive
Medford, OR 97504-8900
541-772-1977
Fax 541-772-3443

ASHLAND OFFICE

320 East Main Street
Suite 209
Ashland, OR 97520-6801
541-482-8491
Fax 541-772-3443

office@medfordlaw.net
www.medfordlaw.net

Partners

Darrel R. Jarvis
Sydnee B. Dreyer
Erik J. Glatte*
Erik C. Larsen

Associates

Jacquelyn Bunick
Garrett West

*Also admitted in Idaho

Writer's Direct E-mail:
gwest@medfordlaw.net

Writer's Assistant:
Camille Chiodo

September 3, 2019

To: Sydnee
From: Garrett

RE: **City of Central Point: legality of CBD products**

Sydnee,

You asked me to review the legality of a business selling CBD products—both with and without THC—in Central Point. After reviewing Central Point's code, state laws, and regulations, I believe that businesses may sell CBD products in Central Point that are entirely derived from industrial hemp and that do not have a THC level exceeding 0.3%.

Central Point Measures 15-146 to 147 and City Council Resolution No. 1480 prohibit recreational and medical marijuana “producers,” “processors,” “wholesalers,” and “retailers” in the City limits. These measures were passed by voters in November 2016 pursuant to Section 314 of HB 3400, which allows local jurisdictions to hold a referendum prohibiting those marijuana establishments.

Oregon Laws 2015, chapter 1, sections 19-22 defines those forbidden establishments for purposes of Central Point's laws. “Marijuana retailer” is defined as “a person who sells marijuana items to a consumer in this state.” Or Laws 2015, ch 1, § 20 (emphasis added). In turn, “marijuana items” means marijuana, marijuana extracts, and marijuana products. *Id.* at § 15. Those each have different definitions:

- “Marijuana” means “all parts of the plant Cannabis family Moraceae * * * other than marijuana extracts” but not “industrial hemp, as defined in ORS 571.300, or industrial hemp commodities or products.” *Id.* at (12)(a)-(b) (emphasis added).
- “Marijuana extract” is “a product obtained by separating resins from marijuana by solvent extraction, using solvents other than vegetable glycerin, such as butane, hexane, isopropyl alcohol, ethanol, and carbon dioxide.” Or Laws 2015, ch 1, § 13.
- “Marijuana products” means products containing marijuana or marijuana extracts intended for human consumption, but neither marijuana nor marijuana extracts by themselves.

Or Laws 2015, ch 1, § 15 (emphasis added). As a result, Central Point prohibits the retail sale of marijuana, marijuana extract, and marijuana products.

Attachment: CBD business legality (1193 : Discussion regarding legality of hemp-based sales in City)

[Name]
 [Date]
 Page 2

However, Central Point does not prohibit industrial hemp or its commodities or products from being sold. ORS 571.339 was recently amended by Oregon Laws 2018, chapter 116, § 16. It says:

“A person may not make a retail sale of industrial hemp commodities or products in this state unless the industrial hemp commodities or products and the industrial hemp used to process the industrial hemp commodities or products meet the * * * requirements for processing industrial hemp commodities or products or growing industrial hemp set forth in ORS 571.300 to 571.348 and rules * * *.”

Or Laws 2018, ch. 116, §16. So, businesses can sell “industrial hemp” products/commodities so long as they meet the statutory and rule-based requirements.

My understanding is that many CBD products are produced from industrial hemp. If so, I believe that state and municipal law allows the sale of such products in Central Point. However, no one may sell CBD oil in Central Point if its THC exceeds 0.3%. *See* Oregon Laws 2018, chapter 116, § 15a (amending ORS 571.300 to 571.348) (industrial hemp cannot be sold by a non-licensed retailer if its THC is above 0.3% THC). Because licensed retailers cannot sell items in Central Point, this means that 0.3% is the maximum THC amount allowed in CBD products sold in Central Point.

Please let me know if you have any questions.

Yours truly,

JARVIS, DREYER, GLATTE & LARSEN, LLP

s/ Garrett West
 GARRETT K. WEST

GKW:csc



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Attorney
FROM:	Sydnee Dreyer, City Attorney		
MEETING DATE:	September 12, 2019		
SUBJECT:	Rogue Disposal Rate Change Effective Date		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Approval

On July 11, 2019, the Council approved a Resolution approving that Fourth Addendum to the Rogue Disposal & Recycling Franchise Agreement dated July 18, 1996, which established a new CPI adjustment methodology for the January 1, 2020 rate adjustment. On August 27, 2019 Rogue Disposal sent a letter to the City advising that because some of the jurisdictions Rogue Disposal services have not had an opportunity to review and approve the new CPI adjustment methodology, they are proposing to utilize the “old” rate adjustment formula (pre-amendment) for the January 1, 2020 rate adjustment and move forward with the new rate presumably the following year after all jurisdictions have reviewed and approved the proposal.

In support of that proposal, Rogue Disposal provided what essentially amounts to a Memorandum of Understanding reflecting the timing of that rate adjustment. Though normally we would recommend preparing a formal amendment to the agreement to clarify the timing, in this case, given that the proposal is to delay the enactment of the new methodology, and that same timing is being provided to all other jurisdictions Rogue Disposal serves, it would be acceptable to sign the August 27 letter memorializing this delay. There are no other modifications to the franchise agreement proposed at this time.

ATTACHMENTS:

1. Rogue Disposal Rate Change MOU



roguedisposal.com

August 27, 2019

City of Central Point
140 S. 3rd St.
Central Point, Oregon 97502
Attention: Chris Clayton

RE: Solid Waste Collection Franchise Agreement, dated July 18, 1996

Dear Chris:

As we've discussed, some of the jurisdictions that Rogue Disposal & Recycling serves have not had the time to review and consider the proposed CPI change amendment. Given the timing, we propose to utilize the "old" (pre-amendment) CPI formula (including the timing requirements) for the January 1, 2020 rate adjustment rather than the formula set forth in the Fourth Addendum dated July 25, 2019. This will ensure the rates effective January 1, 2020 for the City of Central Point are consistent with those of other jurisdictions that Rogue Disposal & Recycling serves.

Please confirm your agreement with this approach by signing and returning a copy of this letter.

Sincerely,

Garry L. Penning
Director of Government Affairs

Agreed:
City of Central Point

By: _____
Name:
Title:

Attachment: Rogue Disposal Rate Change MOU (1196 : Rogue Disposal Rate Change Effective Date)