



# CITY OF CENTRAL POINT

Oregon

**Mayor**  
Hank Williams

**Ward I**  
Neil Olsen

**Ward II**  
Kelley Johnson

**Ward III**  
Melody Thueson

**Ward IV**  
Tanea Browning

**At Large**  
Rob Hernandez

**At Large**  
Michael Parsons

## City Council Meeting Agenda Thursday, February 27, 2020

Next Res(1609) Ord (2065)

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

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

- VI. **CONSENT AGENDA**
  - A. **Approval of February 13, 2020 City Council Minutes**

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

- VIII. **PUBLIC HEARING**

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

- IX. **ORDINANCES, AND RESOLUTIONS**

- A. Second Reading - Ordinance No. \_\_\_\_\_, Amending the Central Point Zoning Map from TOD-EC (Employment Commercial) to TOD-GC (General Commercial) Zoning on 0.99 Acres Located at the Southeast Corner of Haskell and Pint Streets (37S2W10AA TL 6000 & 6001) (Humphrey)
- B. Resolution No. \_\_\_\_\_, Approving a Two Year extension of the Lease Agreement Between the City of Central Point and Freel & Associates, LLC Covering the Premises at 650 East Pine Street (Chamber Offices) (Weber)

- X. **BUSINESS**

- A. Little League Report - 2020 (Samitore)
- B. Community Center Update (Samitore)
- C. Regional Water Rights Strategy Development (Clayton)

**XI. MAYOR'S REPORT**

**XII. CITY MANAGER'S REPORT**

**XIII. COUNCIL REPORTS**

**XIV. DEPARTMENT REPORTS**

**XV. EXECUTIVE SESSION ORS 192.660 (2) (h) Legal Counsel**

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

**XVI. ADJOURNMENT**

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

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

# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Minutes Thursday, February 13, 2020

### 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   | Absent  |         |
| Kelley Johnson  | Ward II  | Present |         |
| Melody Thueson  | Ward III | Present |         |
| Taneea Browning | Ward IV  | Present |         |
| Rob Hernandez   | At Large | Present |         |
| Michael Parsons | At Large | Present |         |

City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Finance Director Steve Weber; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore, Police Captain Dave Croft, and Public Works Office Assistant Cyndi Weeks were also present.

### IV. SPECIAL PRESENTATIONS

#### 1. RVCOG Annual Report

Michael Cavallaro from Rogue Valley Council of Governments reports that members and employees are staying with RVCOG because the prices of programs has held and pay for employees is decent.

He updated the Council on the various programs they provide:

- Brownfields program is in its 3<sup>rd</sup> year of helping landowners determine soil quality of potentially hazardous land.
- Senior Salmon Watch is a program for students to help keep track of salmon population.
- Shake-alert earthquake warning program.
- GIS drone program.
- SOU degree program for aging services.

### V. PUBLIC COMMENTS - None

### VI. CONSENT AGENDA

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

- A. Approval of January 23, 2020 City Council Minutes
- B. Approval of 2020 City Surplus List
- C. Jackson County Deadly Physical Force Plan

## VII. PUBLIC HEARING

- A. **Second Reading - Ordinance No. \_\_\_\_\_, Amending the Central Point Zoning Map from TOD-EC (Employment Commercial) to TOD-GC (General Commercial) Zoning on 0.99 Acres Located at the Southeast Corner of Haskell and Pine Streets (37S2W10AA TL 6000 & 6001)**

Community Development Director Tom Humphrey explained the difference between Employment Commercial and General Commercial in regards to the property at Haskell and Pine Streets. General Commercial would allow the owners of said property to make and sell a product at the location like the connecting buildings on the block.

**Rob Hernandez made a motion to move to second reading An Ordinance Amending the Central Point Zoning Map from TOD-EC (Employment Commercial to TOD-GC (General Commercial) Zoning on 0.99 Acres Located at the Southeast Corner of Haskell and Pine Streets) 37S2W10AA TL 6000 & 6001.**

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>1ST READING [UNANIMOUS]</b>                           |
|                  | <b>Next: 2/27/2020 7:00 PM</b>                           |
| <b>MOVER:</b>    | Rob Hernandez, At Large                                  |
| <b>SECONDER:</b> | Kelley Johnson, Ward II                                  |
| <b>AYES:</b>     | Williams, Johnson, Thueson, Browning, Hernandez, Parsons |
| <b>ABSENT:</b>   | Neil Olsen   |

- B. **Resolution No. \_\_\_\_\_, A Resolution to Annex 3.44 Acres located at 3664 Grant Road and Identified on the Jackson County Assessor's Map as 372W10BC TL 2200**

Community Development Director Tom Humphrey reported that there is a property on Grant Road that is not within the City limits. There is currently 1 home, an irrigation pond, and lots of trees on this 3.44 acres. The property owner has asked to be annexed into the City so he can build a subdivision. This parcel has been in the UGB since 1985.

Mayor Williams opened the Public Hearing portion of the meeting.

Larry Martin Taylor Road resident

Mr. Martin stated that he fully supports the proposed annexation. He owns property across the road.

Robin Garnica Mendolia Way resident  
Mr. Garnica lives behind the property and is concerned about drainage of the property during and after construction.

Brett Moore Developer and property owner  
Mr. Moore confirmed that an irrigation line will be constructed to code and that they plan to save as many trees as possible that are currently on the property.

Amy Moore property owner  
Mrs. Moore stated that she is determined to keep as many trees on the property as possible during construction.

**Mike Parsons made a motion to approve Resolution No. 1606, A Resolution to Annex 3.44 Acres located at 3664 Grant Road and Identified on the Jackson County Assessor’s Map as 372W10BC TL 2200.**

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

**VIII. ORDINANCES, AND RESOLUTIONS**

**A. Resolution No. \_\_\_\_\_, Supporting a "No-Build" Option for a Proposed interchange at Vilas Road and the Rogue Valley Expressway**

Community Development Director Tom Humphrey reminded the council that they had previously discussed a “no” option for the interchange at Vilas. This decision was based on the fact that costly improvements would need to be made and the result would affect traffic through Central Point. Central Point, Medford and Jackson County would be required to help with the cost of the interchange. The City of Central Point would also be required to make improvements to several intersections in our City limits and along Table Rock Road.

**Melody Thueson made a motion to approve Resolution No. 1607, Supporting a “No-Build” Option for a Proposed interchange at Vilas Road and the Rogue Valley.**

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | Melody Thueson, Ward III                                 |
| <b>SECONDER:</b> | Kelley Johnson, Ward II                                  |
| <b>AYES:</b>     | Williams, Johnson, Thueson, Browning, Hernandez, Parsons |
| <b>ABSENT:</b>   | Neil Olsen   |

**B. Resolution No. \_\_\_\_\_, Accepting the Lowest Responsible Bid from Express Excavation, Inc. for the Flannagan Park Parking Lot Project and Authorizing the City Manager to Execute a Contract**

Parks and Public Works Director Matt Samitore reported that the lowest bid for the parking lot at Flannagan Park came in at \$39,900 from Express Excavation, Inc.

**Kelley Johnson made a motion to approve Resolution No. 1608, Accepting the Lowest Responsible Bid from Express Excavation, Inc. for the Flannagan Park Parking Lot Project and Authorizing the City Manager to Execute a Contract.**

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                              |
| <b>MOVER:</b>    | Kelley Johnson, Ward II                                  |
| <b>SECONDER:</b> | Tanea Browning, Ward IV                                  |
| <b>AYES:</b>     | Williams, Johnson, Thueson, Browning, Hernandez, Parsons |
| <b>ABSENT:</b>   | Neil Olsen   |

## IX. BUSINESS

### A. Planning Commission Report

Community Development Director Tom Humphrey reported that other than the above issues, the Planning staff reviewed risk assessment associated with the Hazard Mitigation Plan.

|                |                            |
|----------------|----------------------------|
| <b>RESULT:</b> | <b>FOR DISCUSSION ONLY</b> |
|----------------|----------------------------|

### B. Water Account Change Over Notification Revisions

Finance Director Steve Weber talked about a new letter to be sent to new home owners of properties with past due water balances that explains the lien process. It was suggested that either the amount owed or a copy of the final demand letter be included in each letter.

|                |                            |
|----------------|----------------------------|
| <b>RESULT:</b> | <b>FOR DISCUSSION ONLY</b> |
|----------------|----------------------------|

## X. MAYOR'S REPORT

Mayor Williams reported that he:

- Attended the Medford Water Commission meeting.
- Attended the Central Point Chamber of Commerce Denim & Diamonds Awards Dinner.
- Attended the Medford Chamber Forum.
- Jewett Elementary Kindness Assembly.
- Will be meeting with Jeff Gudman, who is running for State Treasurer.

## XI. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- Central Point resident Brandon Kimball died in a non-combat incident on Wednesday. He read into the record a statement explaining his military training.
- He met with the Cow Creek Tribe about the proposed Medford Casino.
- He attended the Denim & Diamonds Awards dinner.
- A Centurylink proposal will be coming for a new franchise agreement.

- The drawings for Pine & Hamrick intersection project are looking good.
- There are ongoing concerns from a resident about the location of the restrooms at Bohnert Family Farm Park.
- He will be working on the State of the City Address for next month's newsletter.
- He has been working on a memorandum for new council member on-boarding.

## **XII. COUNCIL REPORTS**

Council Member Melody Thueson reported that she attended:

- The Chamber Denim & Diamonds Awards dinner.
- A Professional Development course for all schools in Central Point.

Council Member Rob Hernandez reported that he attended:

- SOU Resource Center visit.
- Denims & Diamonds dinner.
- Friends of the Fair Foundation meeting.

Council Member Tanea Browning reported that she attended:

- Medford Chamber Forum.
- Denims & Diamonds dinner.
- Skyman Pinecone on the Go event.

Council Member Mike Parsons reported that he attended:

- Planning Commission meeting.
- Denims & Diamonds dinner.
- Polar Plunge will be on Saturday.

Council Member Kelley Johnson had no report this week.

## **XIII. DEPARTMENT REPORTS**

Parks and Public Works Director Matt Samitore reported that:

- The sidewalk on Scenic around the new Fire Station is finished but they are waiting on the weather to pave.
- The Parks Commission Open House for the Community Center will be Thursday night.

Police Chief Kris Allison reported that:

- There was a shooting on Live Oak Loop. Both victims are alive but the suspect committed suicide.
- There was a threat on Crater High School. After investigating, it was found to have started through social media. A juvenile was taken into custody and lodged at JDH for disorderly conduct.
- Office Cassidy Walters will graduate from the Academy on the February 14, 2020.

Community Development Director Tom Humphrey reported that:

- We are hoping to get the results of the traffic analysis to support the UGB amendment next week.
- We have received building permits for Dominoes, a car wash, and Home Instead.

Finance Director Steve Weber reported that:

- The software upgrade for Springbrook has caused a few issues with talking to the water meter software.
- He is working on the Urban Renewal Budget.

**XIV. ADJOURNMENT**

**Mike Parsons moved to adjourn**, all said “aye” and the Council Meeting was adjourned at 8:30 p.m.

The foregoing minutes of the February 13, 2020, Council meeting were approved by the City Council at its meeting of \_\_\_\_\_, 2020.

Dated:

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

ATTEST:

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

Minutes Acceptance: Minutes of Feb 13, 2020 7:00 PM (CONSENT AGENDA)





## City of Central Point Staff Report to Council

### ISSUE SUMMARY

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**TO:** City Council **DEPARTMENT:** Community Development

**FROM:** Tom Humphrey, Community Development Director

**MEETING DATE:** February 27, 2020

**SUBJECT:** Second Reading - Ordinance No. \_\_\_\_\_, Amending the Central Point Zoning Map from TOD-EC (Employment Commercial) to TOD-GC (General Commercial) Zoning on 0.99 Acres Located at the Southeast Corner of Haskell and Pint Streets (37S2W10AA TL 6000 & 6001)

**ACTION REQUIRED:** Ordinance 1st Reading  
Ordinance 2nd Reading **RECOMMENDATION:** Approval

---

Second Reading to consider a Zone (Map) Change application. The zoning is proposed for change from Employment Commercial (TOD-EC) to General Commercial (TOD-GC). The 0.99 acre area is located on the southeast corner of Haskell and Pine Streets. The Project Site is identified on the Jackson County Assessor's map as 37-2W-10AA, Tax Lots 6000 and 6100. **Applicant:** City of Central Point. File No. CPA-19008. **Approval Criteria:** CPMC 17.10, Zoning Map and Zoning Code Text Amendments; and CPMC 17.65 TOD Districts and Corridors.

**STAFF SOURCE:**  
Tom Humphrey AICP, Community Development Director

**BACKGROUND:**  
The City is initiating a minor zone map amendment from Employment Commercial (TOD-EC) to General Commercial (TOD-GC). This is proposed in order comply with the comprehensive plan and to realign the zoning designation with proposed uses. The change will allow the future expansion of the Rogue Creamery, a local business. In consideration of this application, there are three criteria that must be addressed per CPMC 17.10.400:

1. **Comprehensive Plan Compliance.** The current land use plan designation for the property is Commercial, which is designed to accommodate a wide variety of commercial, office, and tourist uses. Per the Comprehensive Plan Land Use Element, the proposed General Commercial (TOD) zoning designation would be consistent with the Commercial classification and abuts properties to the south that are planned and zoned the same.
2. **Compatibility with Surrounding Land Uses and Zoning.** The proposed zone map amendment occurs on two (2) lots on the southeastern corner of Pine and Haskell Streets. The properties are surrounded by Employment Commercial (TOD-EC) lands to the north and east, General Commercial (TOD-GC) to the south, MMR (TOD) to the west, and Civic to the northwest. This includes 5 adjacent industrial tax lots, 2 residential

tax lots, and a civic school building.

The project area is occupied by an empty industrial/commercial building that is currently being used for storage. Although the proposed zone change will allow for the expansion of the Rogue Creamery within a general commercial district, the character and compatibility between uses as redevelopment occurs will be a function of siting and design per CPMC 17.67, Design Standards- TOD District and TOD Corridor.

- 3. Traffic Impacts/Transportation Planning Rule Compliance.** The State Transportation Planning Rule (TPR) in OAR 660-012-0060 requires changes to land use plans and land use regulations (i.e. Comprehensive Plan Map Amendments and Zoning Map Amendments) to be consistent with the function and capacity of existing and planned transportation facilities. The Rogue Creamery is working with a local engineering group (Ausland) who has evaluated the impact the zone change will have on traffic within the vicinity (Attachment (“C”). Their conclusion is that the highest trip-generating uses permitted in the EC zoning district match those in the GC zoning district. Therefore there is no net increase in Daily Trips by changing one zone category to another in this case. The Planning Department Supplemental Findings (Attachment “B”) reflect the conclusions in the engineer’s analysis.

**ISSUES:**

There are no issues relative to this application.

**ACTION:**

Consider the second reading of the proposed zoning amendments, and 1) approve the ordinance; 2) approve the ordinance with revisions; 3) deny the ordinance.

**RECOMMENDATION:**

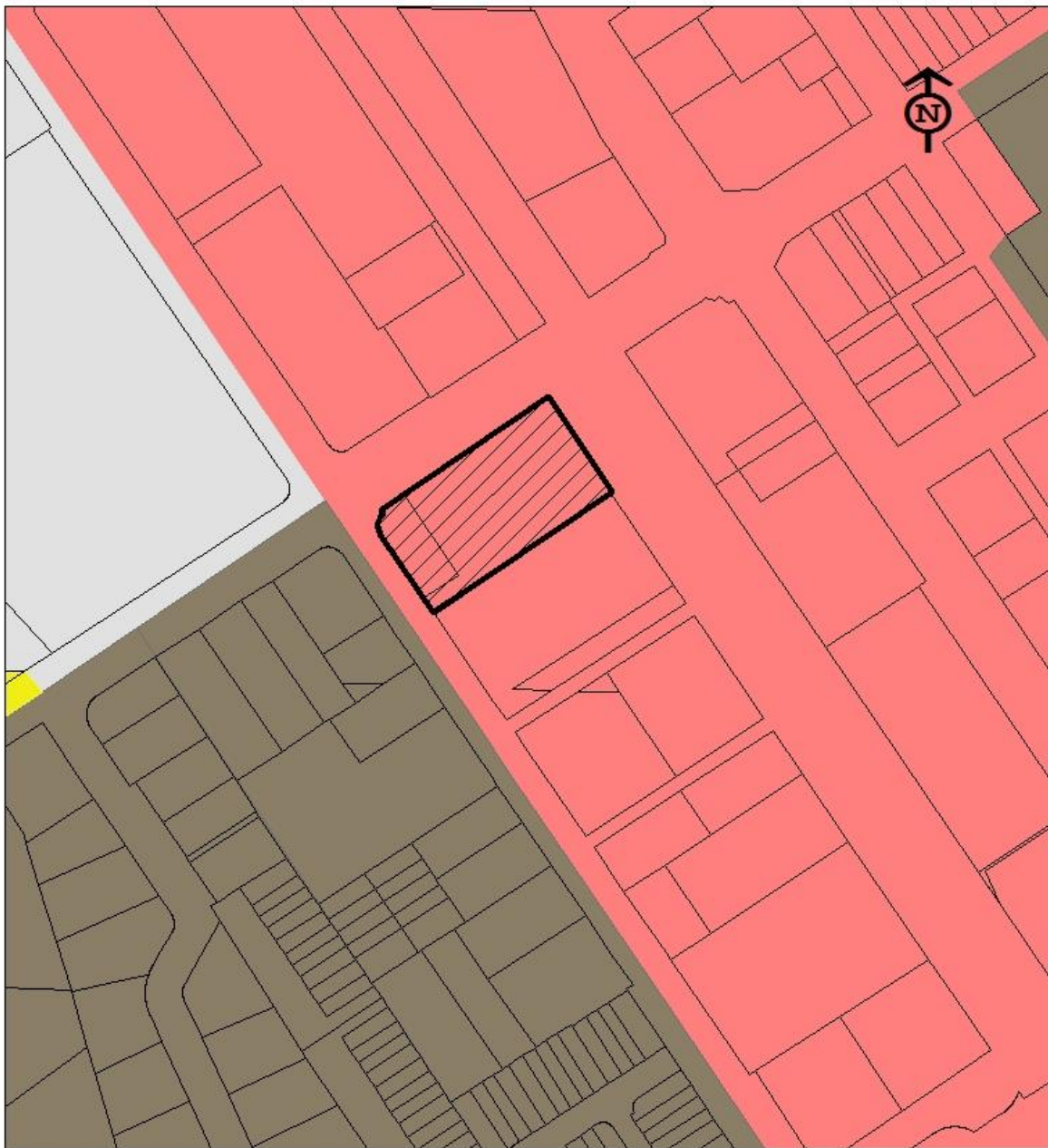
Approve the ordinance authorizing the zone change.

**ATTACHMENTS:**

1. Attachment A - Comprehensive Plan and Zoning Maps
2. Attachment B - Planning Department's Findings
3. Attachment C- Ausland Group Traffic Analysis
4. Attachment D - Planning Commission Resolution
5. Attachment E - City Council Ordinance








ATTACHMENT "A"

Figure 1. Current and Future Comprehensive Plan Map



Current & Future Land Use Designation

Legend

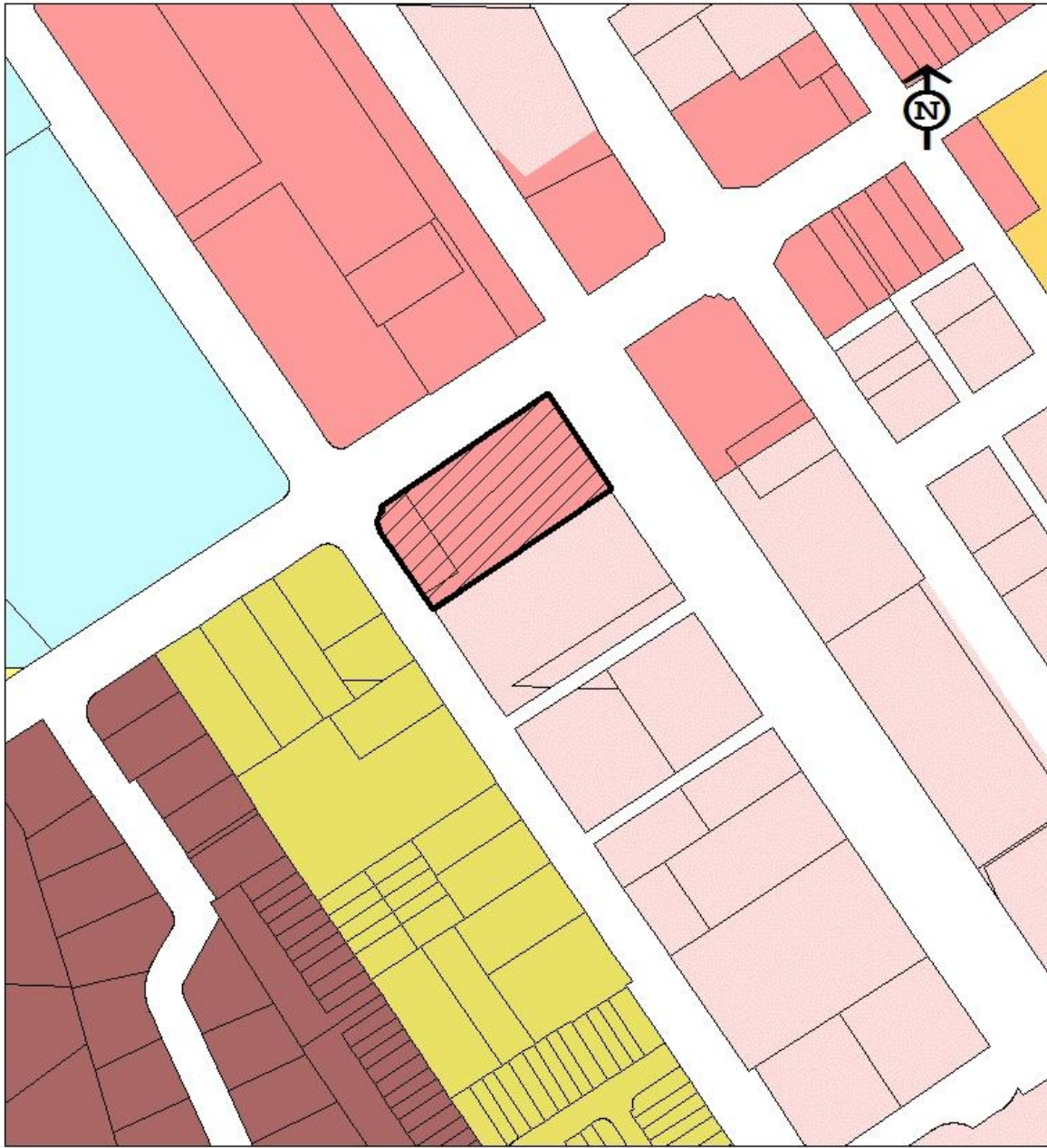
-  Study Area
-  Taxlots
-  Very Low Density
-  Medium Density
-  High Density
-  Commercial
-  Civic

0 100 200 400 Feet

Created by:  
Eileen Mitchell, Community Planner 1  
Date: 9/30/2019








Attachment: Attachment A - Comprehensive Plan and Zoning Maps (1245 : Commercial Zone Change)

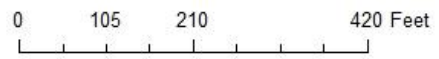
Figure 2. Current Zone Designation



**Current Zoning Designation**

**Legend**

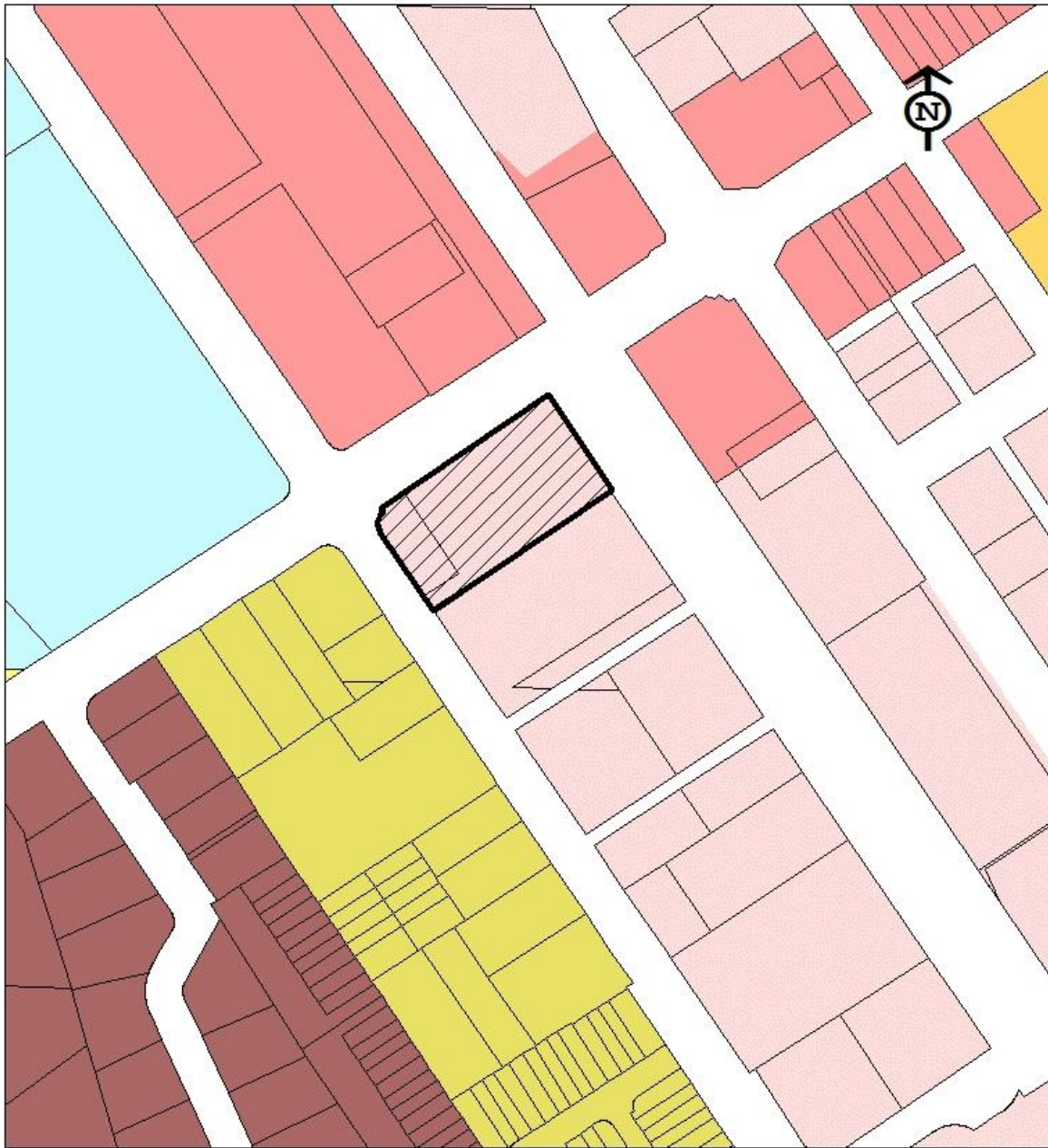
-  Study Area
-  Civic
-  EC (TOD)
-  GC (TOD)
-  HMR (TOD)
-  MMR (TOD)
-  R-3



Created by:  
Eileen Mitchell, Community Planner 1  
Date: 9/30/2019

Attachment: Attachment A - Comprehensive Plan and Zoning Maps (1245 : Commercial Zone Change)








Figure 3. Proposed Zone Designation



**Proposed Zoning Designation**



**Legend**

-  Study Area
-  Civic
-  EC (TOD)
-  GC (TOD)
-  HMR (TOD)
-  MMR (TOD)
-  R-3

0 105 210 420 Feet

Created by:  
Eileen Mitchell, Community Planner 1  
Date: 9/30/2019

Attachment: Attachment A - Comprehensive Plan and Zoning Maps (1245 : Commercial Zone Change)

**FINDINGS OF FACT  
AND  
CONCLUSIONS OF LAW  
File No: CPA-19008**

**INTRODUCTION**

Consideration of a Zoning Map Change of the Project Sites Employment Commercial (TOD) zoning to General Commercial (TOD).

**Background:**

The proposed minor zone map amendments are in reference to the Project Site located on the Jackson County Assessor's map as 37-2W-10AA, Tax Lots 6000 and 6100. The purpose of the minor zone map change is to comply with the comprehensive plan but also to change the zoning to accommodate planned development. The plans are in place for the expansion of the Rogue Creamery, a local business. Changing the zoning map from Employment Commercial (TOD) to General Commercial (TOD) would help accommodate this growth. An amendment will help the area to be developed appropriately and expand in a way that promotes a walkable pedestrian orientation to the general commercial uses along the western side of the downtown corridor.

These findings are prepared in four (4) parts:

1. Legislative Amendment Procedures (CPMC 17.05.400)
2. Zoning Map and Zoning Text Amendments (CPMC 17.10)
3. City of Central Point Comprehensive Plan
4. Transportation Planning Rule (OAR 660-012-0060(1))

**PART 1 –CPMC 17.05.400, QUASI JUDICIAL PROCEDURES**

**CPMC 17.05.400(A). Pre-Application Conference.** A pre-application conference is required for all Type III applications. The requirements and procedures for a pre-application conference are described in Section 17.05.600(C).

***Finding, CPMC 17.05.400(A):** Because the City of Central Point initiated this application to amend the zoning map, a pre-application conference is not required and will not be held.*

***Conclusion, CPMC 17.05.400(A):** Not applicable.*

**CPMC 17.05.400(B)(1). Application Forms.** Type III applications shall be made on forms provided by the community development director or designee for the land development permit requested.

ATTACHMENT "B"

***Finding, CPMC 17.05.400(B)(1):** The proposed zoning map amendment is considered a Minor Amendment per Table 17.05.01 and Section 17.10.300(B). As demonstrated by the Findings for CPMC 17.05.400, the proposed text amendments have been processed in accordance with the timelines and requirements for Type III legislative applications.*

TABLE 17.05.1

| LAND DEVELOPMENT PERMIT*                                     | PROCEDURAL TYPE | APPLICABLE REGULATIONS        | APPROVING AUTHORITY | 120-DAY RULE |
|--|-----------------|-------------------------------|---------------------|--------------|
| Zoning Map and Zoning and Land Division Code Text Amendments |                 |                               |                     |              |
| Minor  | Type III        | Chapter <a href="#">17.10</a> | City Council        | Yes          |
| Major  | Type IV         | Chapter <a href="#">17.10</a> | City Council        | No           |

***Conclusion, CPMC 17.05.400(B)(1):** Consistent.*

**CPMC 17.05.400(B)(2). Submittal Requirements.** When a Type III application is required, it shall include;

- a. A completed application form with required attachments;
- b. One copy of a narrative statement (findings and conclusions) that explains how the application satisfies each and all of the relevant criteria and standards in sufficient detail for review and decision-making. Note: Additional information may be required under the specific applicable regulations for each approval as referenced in Table 17.05.1;
- c. The required fee; and
- d. One set of pre-addressed mailing labels for all real property owners of record who will receive a notice of the application as required in subsection C of this section. The records of the Jackson County assessor’s office are the official records for determining ownership. The applicant shall produce the notice list using the most current Jackson County assessor’s real property assessment records to produce the notice list. The city shall mail the notice of application. The failure of a property owner to receive notice as provided in subsection C of this section shall not invalidate such proceedings provided the city can demonstrate by affidavit that such notice was given.

***Finding, CPMC 17.05.400(B)(2):** The City of Central Point’s application to amend the zoning map relative to the properties off Pine and Haskell Streets includes the application form, findings, required fee, and pre-addressed mailing labels.*

***Conclusion, CPMC 17.05.400(B)(2):** Consistent.*

Attachment: Attachment B - Planning Department's Findings [Revision 1] (1245 : Commercial Zone Change)

## ATTACHMENT “B”

**CPMC 17.05.400(C). Notification Requirements.**

1. Mailed Notice. The city shall mail the notice of the Type III hearing. Notice of a Type III hearing shall be given by the community development director or designee in the following manner:
  - (a) At least twenty days before the hearing date, or if two or more hearings are allowed, ten days before the first hearing, notice shall be mailed to:
    - i. The applicant and all owners or contract purchasers of record of the property on the most recent property tax assessment roll that is the subject of the application;
    - ii. All property owners of record on the most recent property tax assessment roll within two hundred fifty feet of the site, including tenants of a mobile home or manufactured dwelling park;
    - iii. Any governmental agency that is entitled to notice under an intergovernmental agreement entered into with the city. The city may notify other affected agencies. The city shall notify the county road authority, or ODOT, and rail authority when there is a proposed development abutting or within two hundred fifty feet of an affected transportation facility and allow the agency to review, comment on, and suggest conditions of approval for the application;
    - iv. Owners of airports in the vicinity shall be notified of a proposed zone change in accordance with ORS 227.175;
    - v. Any neighborhood or community organization recognized by the city council and whose boundaries include the property proposed for development;
    - vi. Any person who submits a written request to receive notice;
    - vii. At the applicant’s discretion, notice may also be provided to the Department of Land Conservation and Development.

***Finding, CPMC 17.05.400(C)(1)(a):*** *The City of Central Point’s application includes a mailed Notice of a Type III hearing. All applicable parties will be mailed within the specified timeframe.*

***Conclusion, CPMC 17.05.400(C)(1)(a):*** *Consistent.*

- (b) Content of Notice. Notice of a Type III hearing shall be mailed per this subsection C and shall contain the following information:
  - i. An explanation of the nature of the application and the proposed land use or uses that could be authorized for the property;
  - ii. The applicable criteria and standards from the zoning and subdivision code and comprehensive plan that apply to the application;



## ATTACHMENT "B"

- iii. The street address or other easily understood geographical reference to the subject property;
- iv. The date, time, and location of the public hearing;
- v. A statement that the failure to raise an issue in person, or in writing at the hearing, or failure to provide statements or evidence sufficient to afford the decision-maker an opportunity to respond to the issue prior to the close of the final hearing means that an appeal based on that issue cannot be raised at the State Land Use Board of Appeals;
- vi. The name of a city representative to contact and the telephone number and email address where additional information on the application may be obtained;
- vii. A statement that a copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at the city of Central Point City Hall at no cost and that copies shall be provided at a reasonable cost;
- viii. A statement that a copy of the city's staff report and recommendation to the hearings body shall be available for review at no cost at least seven days before the hearing, and that a copy shall be provided on request at a reasonable cost;
- ix. A general explanation of the requirements to submit testimony, and the procedure for conducting public hearings; and
- x. The following notice:

***Finding CPMC 17.05.400(C)(1)(b):*** *The content included within the notices conform with CPMC 17.05.400(C). This can be validated within the affidavit of publication.*

***Conclusion CPMC 17.05.400(C)(1)(b):*** *Consistent.*

- (c) The community development director or designee shall prepare an affidavit of notice and the affidavit shall be made a part of the file. The affidavit shall state the date that the notice was mailed to the persons who were sent notice.

***Finding CPMC 17.05.400(C)(1)(c):*** *An affidavit will be published in a newspaper for the proposed zone map amendment, and the DLCD was notified.*

***Conclusion CPMC 17.05.400(C)(1)(c):*** *Consistent.*

- 2. On-Site Posting. Public notice signs shall be posted on the project site for any Type III land use action according to the following:
  - a. Contents of Sign. Notice signs shall include a description of the proposed land use action, the date of the public hearing, and the City of Central Point file number for the proposed land use action.
  - b. Location and Number of Signs. A posted notice sign must be placed on each existing street frontage of the project site. If a frontage is over six hundred feet long, a notice is required for each six hundred feet or fraction thereof. Notice signs must be posted within ten feet of a property line along the street and must be visible to pedestrians and

## ATTACHMENT “B”

motorists. Notice signs may not be posted in a public right-of-way unless the land use action specifically pertains to a public right-of-way. If posting must occur in the right-of-way, care should be taken to comply with clear vision area requirements as set forth in Section 17.60.120.

- c. Sign Posting Schedule. The required sign(s) shall be posted not later than twenty-one days prior to the first public hearing date of each body that hears the application. Posted signs shall be removed within ten days following the final decision.
- d. Affidavit of On-Site Posting. The director or designee shall prepare an affidavit of on-site notice posting and the affidavit shall be made part of the file. The affidavit shall state the date that the notice was posted, the number of notices posted and the name of the person(s) who posted the notice.

***Finding, CPMC 17.05.400(C)(2):*** *In accordance with Municipal Code Section 17.05.400(C)(2), notice shall be posted on site concerning the Type III land use action for the zone map amendment.*

***Conclusion, CPMC 17.05.400(C)(2):*** *Consistent.*

#### **D. Conduct of the Public Hearing.**

1. At the commencement of the hearing, the hearings body shall state to those in attendance:
  - a. The applicable approval criteria and standards that apply to the application or appeal;
  - b. A statement that testimony and evidence shall be directed at the approval criteria described in the staff report, or other criteria in the comprehensive plan or land use regulations that the person testifying believes to apply to the decision;
  - c. A statement that failure to raise an issue with sufficient detail to give the hearings body and parties an opportunity to respond to the issue means that no appeal may be made to the State Land Use Board of Appeals on that issue;
  - d. Before the conclusion of the first evidentiary hearing, any participant may ask the hearings body for an opportunity to present additional relevant evidence or testimony that is within the scope of the hearing. The hearings body shall grant the request by scheduling a date to finish the hearing (a “continuance”) per subsection (D)(2) of this section, or by leaving the record open for additional written evidence or testimony per subsection (D)(3) of this section.

***Finding CPMC 17.05.400(D)(1):*** *Public hearings are conducted in accordance with state public meeting laws and the procedures in this section as evidenced by the record of proceedings maintained by the City for each meeting including those duly noticed meetings for this application.*

***Conclusion CPMC 17.05.400(D)(1):*** *Consistent.*

2. If the hearings body grants a continuance, the hearing shall be continued to a date, time, and place at least seven days after the date of the first evidentiary hearing. An opportunity shall be provided at the second hearing for persons to present and respond to new written evidence and oral testimony. If new written evidence is submitted at the second hearing,

## ATTACHMENT “B”

any person may request, before the conclusion of the second hearing, that the record be left open for at least seven additional days, so that they can submit additional written evidence or testimony in response to the new written evidence.

***Finding CPMC 17.05.400(D)(2):*** *Continuations of the public hearing will abide by the rules and regulations of CPMC 17.05.400.*

***Conclusion CPMC 17.05.400(D)(2):*** *Consistent.*

3. If the hearings body leaves the record open for additional written evidence or testimony, the record shall be left open for at least seven days after the hearing. Any participant may ask the city in writing for an opportunity to respond to new evidence submitted during the period that the record was left open. If such a request is filed, the hearings body shall reopen the record to allow rebuttal evidence.
  - a. If the hearings body reopens the record to admit new evidence or testimony, any person may raise new issues that relate to that new evidence or testimony;
  - b. An extension of the hearing or record for a Type III application pursuant to this subsection D is subject to the limitations of ORS [227.178](#) (“one-hundred-twenty-day rule”), unless the continuance or extension is requested or agreed to by the applicant;
  - c. If requested by the applicant, the hearings body shall allow the applicant at least seven days after the record is closed to all other parties to submit final written arguments in support of the application, unless the applicant expressly waives this right. The applicant’s final submittal shall be part of the record but shall not include any new evidence. For limited land use decisions, the seven-day period shall not be subject to the limitations of ORS [227.178](#) and [227.179](#);
  - d. The record shall contain all testimony and evidence that is submitted to the city and that the hearings body has not rejected;
  - e. In making its decision, the hearings body may take official notice of facts not in the hearing record (e.g., local, state, or federal regulations; previous city decisions; case law). The review authority must announce its intention to take notice of such facts in its deliberations, and allow persons who previously participated in the hearing to request the hearing record be reopened, if necessary, to present evidence concerning the noticed facts;
  - f. The city shall retain custody of the record until the city issues a final decision and all appeal deadlines have passed.

***Finding CPMC 17.05.400(D)(3):*** *If the record is left open for additional evidence or testimony, it shall abide by the rules and regulations of CPMC 17.05.400.*

***Conclusion CPMC 17.05.400(D)(3):*** *Consistent.*

4. Participants in a quasi-judicial hearing are entitled to an impartial review authority as free from potential conflicts of interest and prehearing ex parte contacts (see subsection (D)(5) of this section) as reasonably possible. However, the public has a countervailing right of free access to public officials. Therefore:

## ATTACHMENT "B"

- a. At the beginning of the public hearing, hearings body members shall disclose the substance of any prehearing ex parte contacts (as defined in subsection (D)(5) of this section) concerning the application or appeal. He or she shall also state whether the contact has impaired their impartiality or their ability to vote on the matter and shall participate or abstain accordingly. Hearing participants shall be entitled to question hearing body members as to ex parte contacts and to object to their participation as provided in subsection (D)(5)(b) of this section;
- b. A member of the hearings body shall not participate in any proceeding in which they, or any of the following, has a direct or substantial financial interest: their spouse, brother, sister, child, parent, father-in-law, mother-in-law, partner, any business in which they are then serving or have served within the previous two years, or any business with which they are negotiating for or have an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the hearing where the action is being taken;
- c. Disqualification of a member of the hearings body due to contacts or conflict may be ordered by a majority of the members present and voting. The person who is the subject of the motion may not vote on the motion to disqualify;
- d. If all members of the hearings body abstain or are disqualified, the city council shall be the hearing body. If all members of the city council abstain or are disqualified, a quorum of those members present who declare their reasons for abstention or disqualification shall be requalified to make a decision;
- e. Any member of the public may raise conflict of interest issues prior to or during the hearing, to which the member of the hearings body shall reply in accordance with this section.

***Finding CPMC 17.05.400(D)(4):*** *Public hearings are conducted in accordance with state public meeting laws and the procedures in this section as evidenced by the record of proceedings maintained by the City for each meeting including those duly noticed meetings for this application.*

***Conclusion CPMC 17.05.400(D)(4):*** *Consistent.*

5. *Ex Parte Communications.*

- a. *Members of the hearings body shall not:*
  - i. *Communicate directly or indirectly with any applicant, appellant, other party to the proceedings, or representative of a party about any issue involved in a hearing without giving notice per subsection (C) of this section;*
  - ii. *Take official notice of any communication, report, or other materials outside the record prepared by the proponents or opponents in connection with the particular case, unless all participants are given the opportunity to respond to the noticed materials.*
- b. *No decision or action of the hearings body shall be invalid due to ex parte contacts or bias resulting from ex parte contacts, if the person receiving contact:*

## ATTACHMENT "B"

- i. *Places in the record the substance of any written or oral ex parte communications concerning the decision or action; and*
- ii. *Makes a public announcement of the content of the communication and of all participants' right to dispute the substance of the communication made. This announcement shall be made at the first hearing following the communication during which action shall be considered or taken on the subject of the communication.*
- c. *A communication between city staff and the hearings body is not considered an ex parte contact.*

***Finding CPMC 17.05.400(D)(5): Ex Parte Communications will abide by the rules and regulations of CPMC 17.05.400(D)(5).***

***Conclusion CPMC 17.05.400(D)(5): Consistent.***

6. Presenting and Receiving Evidence.

- a. The hearings body may set reasonable time limits for oral presentations and may limit or exclude cumulative, repetitious, irrelevant or personally derogatory testimony or evidence;
- b. No oral testimony shall be accepted after the close of the public hearing. Written testimony may be received after the close of the public hearing only as provided in subsection (D)(3) of this section;
- c. Members of the hearings body may visit the property and the surrounding area, and may use information obtained during the site visit to support their decision, if the information relied upon is disclosed at the beginning of the hearing and an opportunity is provided to dispute the evidence under subsection (D)(5)(b) of this section.

***Finding CPMC 17.05.400(D)(6): The hearings body will follow rules and regulations within CPMC 17.05.400(D)(6) in regards to presenting and receiving evidence.***

***Conclusion CPMC 17.05.400(D)(6): Consistent.***

**CPMC 17.05.400(E).**

- 1. Basis for Decision. Approval or denial of a Type III application shall be based on standards and criteria in the development code. The standards and criteria shall relate approval or denial of a discretionary development permit application to the development regulations and, when appropriate, to the comprehensive plan for the area in which the development would occur and to the development regulations and comprehensive plan for the city as a whole;

## ATTACHMENT "B"

***Finding CPMC 17.05.400(E)(1):*** At the \_\_\_\_\_ meeting, the approval of the Type III application was based on standards and criteria in the development code.

***Conclusion CPMC 17.05.400(E)(1):*** Consistent.

2. Findings and Conclusions. Approval or denial shall be based upon the criteria and standards considered relevant to the decision. The written decision shall explain the relevant criteria and standards, state the facts relied upon in rendering the decision, and justify the decision according to the criteria, standards, and facts;

***Finding CPMC 17.05.400(E)(2):*** The approval or denial of the findings were based upon the criteria and standards deemed relevant to the decision and as set forth within Municipal Code.

***Conclusion CPMC 17.05.400(E)(2):*** Consistent.

3. Form of Decision. The hearings body shall issue a written decision containing the findings and conclusions stated in subsection (E)(2) of this section, which either approves, denies, or approves with specific conditions. The hearings body may also issue appropriate intermediate rulings when more than one permit or decision is required;

***Finding CPMC 17.05.400(E)(3):*** On \_\_\_\_\_, 2020, the hearings body issued a written decision containing the findings and conclusions stated in subsection (E)(2) which approved the decision.

***Conclusion CPMC 17.05.400(E)(3):*** Consistent.

4. Decision-Making Time Limits. The written decision for any Type III action (including an appeal from a Type II decision) shall be filed with the community development director or designee within ten days after the close of the deliberation;

***Finding CPMC 17.05.400(E)(4):*** The written decision was filed within the designated 10 day time limit pursuant to CPMC 17.05.400(E)(3).

***Conclusion CPMC 17.05.400(E)(4):*** Consistent.

5. Notice of Decision. Written notice of a Type III decision shall be mailed to the applicant and to all participants of record within ten days after the hearings body decision. Failure of any person to receive mailed notice shall not invalidate the decision; provided, that a good faith attempt was made to mail the notice.

## ATTACHMENT "B"

***Finding CPMC 17.05.400(E)(5):*** *Written notice of decision was mailed to the applicant and to all participants of record within ten days after the hearings body decision pursuant to CPMC 17.05.400(E)(5).*

***Conclusion CPMC 17.05.400(E)(5):*** *Consistent.*

6. Final Decision and Effective Date. The decision of the hearings body on any Type III application is final for purposes of appeal on the date it is mailed by the city. The decision is effective on the day after the local appeal period expires. If an appeal of a Type III decision is filed, the decision becomes effective on the day after the local appeal is decided by the hearings body. Appeal process is governed by Section [17.05.550](#). An appeal of a land use decision to the State Land Use Board of Appeals must be filed within twenty-one days after the city council's written decision is mailed by the city.

***Finding CPMC 17.05.400(E)(6):*** *A decision of the hearings body was made official on February 27<sup>th</sup>, 2020 when it was effectively mailed by the City.*

***Conclusion CPMC 17.05.400(E)(6):*** *Consistent.*

F. Extensions. The community development director shall, upon written request by the applicant and payment of the required fee, grant a written one-year extension of the original or last extension approval period, provided:

1. The land development permit authorizes extensions;
2. No changes are made to the original application as approved by the city;
3. There have been no changes in the zoning, land division code, or applicable comprehensive plan provisions on which the approval was based. In the case where the plan conflicts with a code or comprehensive plan change, the extension shall be either:
  - a. Denied; or
  - b. At the discretion of the community development director, the request for extension may be re-reviewed as a modification per Section 17.09.400;
4. The extension request is filed on or before the expiration of the original or latest extension approval per subsection (E)(6) of this section;
5. If the time limit expired and no extension request has been filed, the application shall be void. (Ord. 2041 §2, 2017; Ord. 2033 §4, 2017; Ord. 1989 §1(part), 2014; Ord. 1874 §1(part), 2006).

***Finding CPMC 17.05.400(F):*** *There were no extensions requested during the extension approval period.*

***Conclusion CPMC 17.05.400(F):*** *Consistent.*

## ATTACHMENT “B”

**PART 2- CPMC 17.10, ZONING MAP AND ZONING CODE TEXT AMENDMENTS****17.10.200 Initiation of amendments.**

A proposed amendment to the code or zoning map may be initiated either:

- A. A resolution by the planning commission to the city council;
- B. A resolution of intent by the city council; or for zoning map amendments;
- C. An application by one or more property owners (zoning map amendments only), or their agents, of property affected by the proposed amendment. The amendment shall be accompanied by a legal description of the property or properties affected; proposed findings of facts supporting the proposed amendment, justifying the same and addressing the substantive standards for such an amendment as required by this chapter and by the Land Conservation and Development Commission of the state. (Ord. 1989 §1(part), 2014).

*Finding CPMC 17.10.200: The initiation of amendments was made by the planning commission to the city council.*

*Conclusion CPMC 17.10.200: Consistent.*

**17.10.300 Major and minor amendments.**

There are two types of map and text amendments:

- A. Major Amendments. Major amendments are legislative policy decisions that establish by law general policies and regulations for future land use decisions, such as revisions to the zoning and land division ordinance that have widespread and significant impact beyond the immediate area. Major amendments are reviewed using the Type IV procedure in Section 17.05.500.
- B. Minor Amendments. Minor amendments are those that involve the application of adopted policy to a specific development application, and not the adoption of new policy (i.e., major amendments). Minor amendments shall follow the Type III procedure, as set forth in Section 17.05.400. The approval authority shall be the city council after review and recommendation by the planning commission. (Ord. 1989 §1(part), 2014; Ord. 1874 §3(part), 2006).

*Finding CPMC 17.10.300: The proposed zone amendments involve the application of adopted policy instead of the adoption of new policy. The proposed amendments will not have widespread or significant impacts and as such are considered Minor Amendments in accordance with CPMC 17.10.300(B). As evidenced by the Findings in Part I of these Findings, the Minor Amendments are quasi-judicial and have been processed in accordance with the Type III procedures set forth in CPMC 17.05.400.*

*Conclusion CPMC 17.10.300: Consistent.*

**17.10.400 Approval criteria.**

A recommendation or a decision to approve, approve with conditions or to deny an application for a text or map amendment shall be based on written findings and conclusions that address the following criteria:



## ATTACHMENT "B"

- A. Approval of the request is consistent with the applicable statewide planning goals (major amendments only);

***Finding CPMC 17.10.400(A):*** *The proposed zone amendment is not considered a major amendment.*

***Conclusion CPMC 17.10.400(A):*** *Not applicable.*

- B. Approval of the request is consistent with the Central Point comprehensive plan (major and minor amendments);

***Finding CPMC 17.10.400(B):*** *See Part 3 Findings- Central Point Comprehensive Plan.*

***Conclusion CPMC 17.10.400(B):*** *Consistent.*

- C. If a zoning map amendment, findings demonstrating that adequate public services and transportation networks to serve the property are either available, or identified for construction in the city's public facilities master plans (major and minor amendments); and

***Finding CPMC 17.10.400(C):*** *The proposal is for a zone amendment. The area is currently zoned Employment Commercial, but intends to become General Commercial. Although the property will be going through a zone change, there will be no comprehensive plan map changes. Similarly, the area is within the main downtown corridor and contains adequate public services and transportation infrastructure.*

***Conclusion CPMC 17.10.400(C):*** *Consistent.*

- D. The amendment complies with OAR 660-012-0060 of the Transportation Planning Rule. (Ord. 1989 §1(part), 2014; Ord. 1874 §3(part), 2006. Formerly 17.10.300(B)).

***Finding CPMC 17.10.400(D):*** *As demonstrated in Part 5 Findings- Transportation Planning Rule, the proposed text do not significantly affect existing or planned transportation facilities.*

***Conclusion CPMC 17.10.400(D):*** *Consistent.*

### **PART 3- CITY OF CENTRAL POINT COMPREHENSIVE PLAN:**

The proposed amendments address land use within the project area near Pine and Haskell Streets. Applicable policies in the comprehensive plan include those in the Land Use Element.

## ATTACHMENT “B”

**Land Use Element**

**Commercial Goal 1:** To create an economically strong and balanced commercial sector of the community that is easily accessible, attractive, and meets the commercial needs of the local market area.

**Commercial Goal 1 Finding:** *The proposed area currently is along the TOD General Commercial Corridor. By amending the zoning district, it will balance the commercial lands and meet the needs of the local market area by realigning the areas purpose with that of the general vicinity.*

**Commercial Goal 1 Conclusion:** *Consistent.*

**Commercial Goal 2:** Continue to pursue implementation of the Downtown and East Pine Street Corridor urban renewal plan.

**Commercial Goal 2 Finding:** *The proposed zone amendment at the corner of East Pine and Haskell Streets lies within the boundaries of the Downtown and East Pine Street Corridor urban renewal plan. Although the plan does not specifically mention the rezoning of the area as a concern, it does mention economic incentives and projects aimed towards the revitalization of the area. The relevant goal within the Plan states its intent to, “Make the Area attractive for the stabilization, expansion, rehabilitation or redevelopment of existing businesses, industries and housing.” By rezoning the property, projects intended for general commercial uses may acquire the land and help redevelop the area.*

**Commercial Goal 2 Conclusion:** *Consistent.*

**Commercial Policy 1:** Maintain the zoning of all commercial areas of Central Point as necessary to comply with the Economic Element.

**Commercial Policy 1 Finding:** *The proposed zone amendment is in compliance with the Economic Element, as well as maintains the zoning of all commercial areas of Central Point. As described in the Economic Element, one of the three exceptionally competitive and growing industries within specialty food manufacturing. Because the property is intended for potential expansion of the Rogue Creamery, this would be considered one of Central Point’s outperforming niche markets. The rezoning will create adequate zoning lands for the expansion of this successful industry.*

**Commercial Policy 1 Conclusion:** *Consistent.*

**Commercial Policy 2:** Undertake an in-depth study of the downtown business district and develop a comprehensive improvement plan that would include such considerations as traffic circulation and off-street parking, pedestrian and bicycle facilities and access, structural design guidelines, and guidelines for landscaping and signing.

## ATTACHMENT “B”

**Commercial Policy 2 Finding:** *The proposed zone change does not involve, or otherwise affect, the development of an in-depth study of the downtown business district or a comprehensive improvement plan.*

**Commercial Policy 2 Conclusion:** *Not applicable.*

**Commercial Policy 3:** Encourage the development of shared commercial parking areas in the downtown area to be carried out by the local businesses with City assistance.

**Commercial Policy 3 Finding:** *The proposed zone amendment does not involve, or otherwise affect, the encouragement of the development of shared commercial parking areas in the downtown area.*

**Commercial Policy 3 Conclusion:** *Not applicable.*

**Commercial Policy 4:** Promote the planned integration of abutting commercial development for the purpose of more efficient customer parking, better design and landscaping, coordinated signing, and increased retail sales.

**Commercial Policy 4 Finding:** *The proposed zone amendment does not involve, or otherwise affect, the promotion of planned integration of abutting commercial developments.*

**Commercial Policy 4 Conclusion:** *Not applicable.*

**Commercial Policy 5:** For that section of Highway 99 between Beall Lane and the High School implement the 99 Corridor Plan to improve the corridor, traffic circulation, and the overall visual and aesthetic character of the area.

**Commercial Policy 5 Finding:** *The proposed zone amendment does not involve, or otherwise affect, the implementation of the 99 Corridor Plan to improve the corridor, traffic circulation, and overall visual and aesthetic character of the area of Highway 99 between Beall lane and the High School.*

**Commercial Policy 5 Conclusion:** *Not applicable.*

#### PART 4- TRANSPORTATION PLANNING RULE

Section 660-012-0060(1) Where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures as provided in section (2) of this rule to assure that allowed land uses are consistent with the identified function, capacity, and performance standards (e.g. level of service, volume to capacity ratio, etc.) of the facility. A plan or land use regulation amendment significantly affects a transportation facility if it would:

## ATTACHMENT “B”

- a) Change the functional classification of an existing or planned transportation facility;
- b) Change standards implementing a functional classification system; or
- c) As measured at the end of the planning period identified in the adopted transportation system plan:
  - (A) Allow types or levels of land uses that would result in levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
  - (B) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP or comprehensive plan; or
  - (C) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.

***Finding Policy:*** *The proposed zone amendment to the corner of Pine and Haskell Streets from Employment Commercial to General Commercial is minor and will not change the transportation system in any significant way. This finding is reinforced by the analysis completed by the Ausland Group and summarized in Attachment “C” of the staff report, incorporated herein by reference.*

***Conclusion Policy:*** *Consistent.*



ENGINEERS. BUILDERS. CONSULTANTS.

January 21, 2020

City of Central Point  
Tom Humphrey AICP  
130 S. 3rd. Street  
Central Point, OR 97502

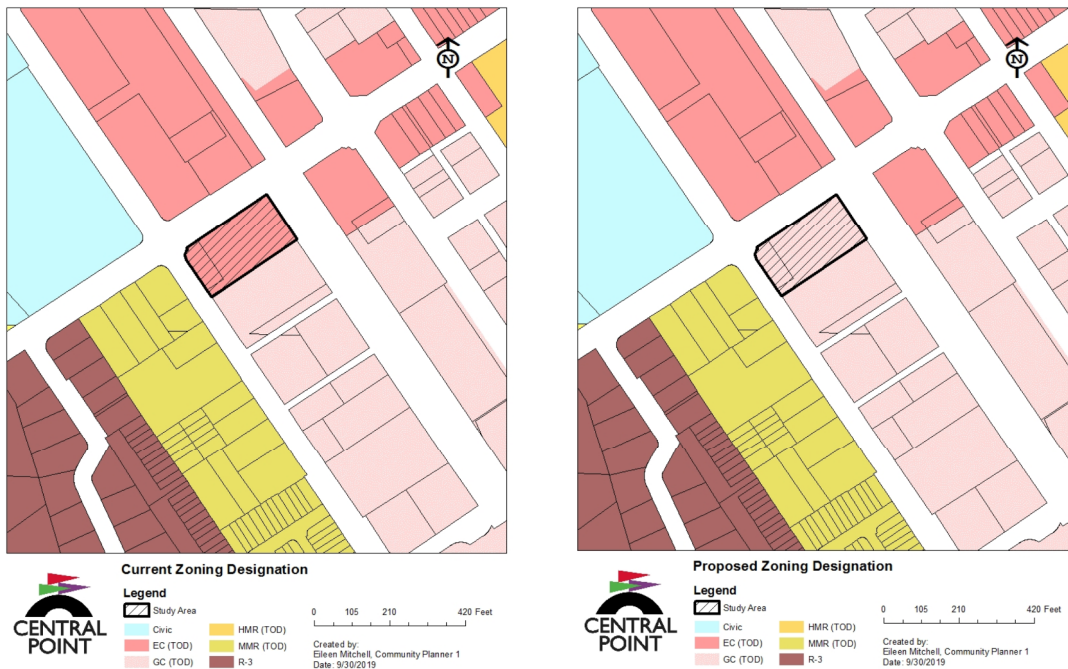
**Re: Traffic Impacts of Zone Change for Tax Lots 6000 & 6100 (Map 372W10AA)**

Dear Mr. Humphrey,

This letter provides a summary of findings regarding the traffic impact of the pending zone change for the two properties located at the corner of W. Pine and S. Haskell Streets, (map 372W10AA, tax lots 6000 and 6100).

**BACKGROUND**

A zone change application has been submitted for the subject properties, to change from Employment Commercial (EC) to General Commercial (GC) zoning. The lots are within the Transit Oriented Development (TOD) district, which includes both EC and GC zonings per Article 17.65.040 Land Use – TOD. Both properties are adjacent to both GC zoned property and EC zoned property per the below map.



3935 Highland Avenue  
Grants Pass, OR 97526  
office: 541.476.3788

321 Mill Street, Ste #3  
Eugene, OR 97401  
office: 541.345.1094

130 A Street, Ste #6F  
Ashland, OR 97520  
office: 541.482.0923

WWW.AUSLANDGROUP.COM

**TRIP GENERATION ANALYSIS**

The pending zone change requires an assessment of the potential traffic increase from the re-zone from Employment Commercial (EC) zoning to General Commercial (GC) zoning. Therefore, we performed an analysis comparing the “highest trip generating use” in both zones to assess the potentiality of a trip generation increase.

We began by assessing all of the allowed uses in both zones for their trip generation potential, by matching up the land use category in Table 1 of the TOD District Land Uses (Central Point Municipal Code), with the most similar classifications in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9<sup>th</sup> Edition. **Per our study of the permitted uses in both zones, the highest trip generating use is the same in each zone, “Retail – Specialty”.** Per ITE classifications (Chart 814, Series 800); Retail – Specialty, is a high trip generating classification. This use relates closest to the Retail – Sales and Service use which is permitted for both zones under the Central Point Municipal Code.

**Since the highest trip generating use is the same in both zones, we can already conclude that there is “no impact” on trip generation from the zone change.** For clarity, we have summarized the trip generation “worst-case” land use scenario for both zones on Table A below:

**Table A – Estimated Trip Generation; Weekday Daily, and AM and PM Hours**

**TRIP GENERATION ANALYSIS**

"Worst-Case" Land Use Scenario

ROGUE CREAMERY  
 Northeast Corner of W. Pine Street & S. Haskell Street - Central Point, OR  
 January 2020

|   | Existing Zoning (EC) |      | Proposed Zoning (GC) |      | Net Change (Prop-Exist) |
|---|----------------------|------|----------------------|------|-------------------------|
| Tax Lot                                 | Tax Lot 6000 + 6100  |      | Tax Lot 6000 + 6100  |      |                         |
| Business Type                           | Retail - Specialty - |      | Retail - Specialty - |      |                         |
| ITE Land Use Code                       | 814 -                |      | 814 -                |      |                         |
| Building Size (KSF)                     | 10.00                | 0.00 | 10.00                | 0.00 | 0.00                    |
| Dwelling Units                          | 0.00                 | 0.00 | 0.00                 | 0.00 | 0.00                    |
| Lot Size (AC)                           | 0.99 -               |      | 0.99 -               |      | 0.00                    |
| Daily Trip Rate (Trip/KSF or Trip/DU)   | 44.32 -              |      | 44.32 -              |      |                         |
| Daily Trips                             | 443.20 -             |      | 443.20 -             |      | 0.00                    |
| Passby Reduction                        | 0% -                 |      | 0% -                 |      |                         |
| Daily Trips w/ Passby Reduction         | 443.20 -             |      | 443.20 -             |      | 0.00                    |
| Daily Trips/Acre                        | 447.68 -             |      | 447.68 -             |      | 0.00                    |
| AM Peak Trip Rate (Trip/KSF or Trip/DU) | 6.84 -               |      | 6.84 -               |      |                         |
| AM Peak Trips                           | 68.40 -              |      | 68.40 -              |      | 0.00                    |
| AM Peak Trips w/ Passby Reduction       | 68.40 -              |      | 68.40 -              |      | 0.00                    |
| PM Peak Trip Rate (Trip/KSF or Trip/DU) | 2.71 -               |      | 2.71 -               |      |                         |
| PM Peak Trips                           | 27.10 -              |      | 27.10 -              |      | 0.00                    |
| PM Peak Trips w/ Passby Reduction       | 27.10 -              |      | 27.10 -              |      | 0.00                    |

References: *Trip Generation Manual, 8th Ed., Institute of Transportation Engineers, 2008*  
*Trip Generation Handbook, 2nd Ed., Institute of Transportation Engineers, 2004.*

Attachment: Attachment C- Ausland Group Traffic Analysis (1245 : Commercial Zone Change)

**Conclusion**

The highest trip-generating permitted use is the same in both Employment Commercial (EC) and General Commercial (GC) zoning. Therefore there is no increase of traffic impact for the pending zone change on the subject parcels. This includes no net increase of Daily Trips, no net increase of AM Peak Hour trips, and no net increase of PM Peak Hour trips.

Per the City of Central Point Municipal Code Article 17.05.900 Traffic Impact Analysis; a traffic impact analysis (TIA) is required if a non-residential development is projected to generate an increase in peak hour volume of a particular movement to and from the state highway by twenty percent or more, or increase in site traffic volume generation of two hundred fifty (250) average daily trips (ADT) or more. The estimated trip generation differential for the proposed zone change is zero, and therefore will not require a TIA.

Sincerely,



EXPIRES: 12/31/2021

**Kelsy Ausland, PE**  
Ausland Group, President

Attachment: Attachment C- Ausland Group Traffic Analysis (1245 : Commercial Zone Change)

## ATTACHMENT "D"

## PLANNING COMMISSION RESOLUTION NO. 878

**A RESOLUTION FORWARDING A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL TO APPROVE THE MINOR ZONE MAP AMENDMENT FROM EMPLOYMENT COMMERCIAL (EC) TO GENERAL COMMERCIAL (GC) ON 0.99 ACRES LOCATED AT THE SOUTHEAST CORNER OF HASKELL AND WEST PINE STREETS.  
(37S 2W 10AA Tax Lots 6000 & 6001)**

File No. CPA-19008  
Applicant: City of Central Point

**WHEREAS**, the Comprehensive Plan Land Use Map is proposed to re-designate the property identified by the Jackson County Assessor's Map as 37S 2W 10AA Tax Lots 6000 & 6001 as General Commercial; and

**WHEREAS**, the proposed General Commercial zoning is consistent with the Comprehensive Plan and surrounding land uses; and

**WHEREAS**, adequate public services and transportation networks are available to the site; and

**WHEREAS**, the proposed zone change from EC to GC has been determined to be consistent with the State Transportation Planning Rule.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Central Point Planning Commission, by this Resolution No. \_\_\_\_, does recommend that the City Council approve the change of zone on the property identified by the Jackson County Assessor's Map as 37S 2W 10AA Tax Lots 6000 & 6001. This decision is based on the Staff Report dated February 4, 2020 including Attachments A through D attached hereto by reference and incorporated herein.

**PASSED** by the Planning Commission and signed by me in authentication of its passage this 4th day of February, 2020.

\_\_\_\_\_  
Planning Commission Chair

ATTEST:

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



## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CENTRAL POINT ZONING MAP FROM TOD-EC (EMPLOYMENT COMMERCIAL) TO TOD-GC (GENERAL COMMERCIAL) ZONING ON 0.99 ACRES LOCATED AT THE SOUTHEAST CORNER OF HASKELL AND PINE STREETS (37S 2W 10AA TAX LOTS 6000 & 6001)

## Recitals:

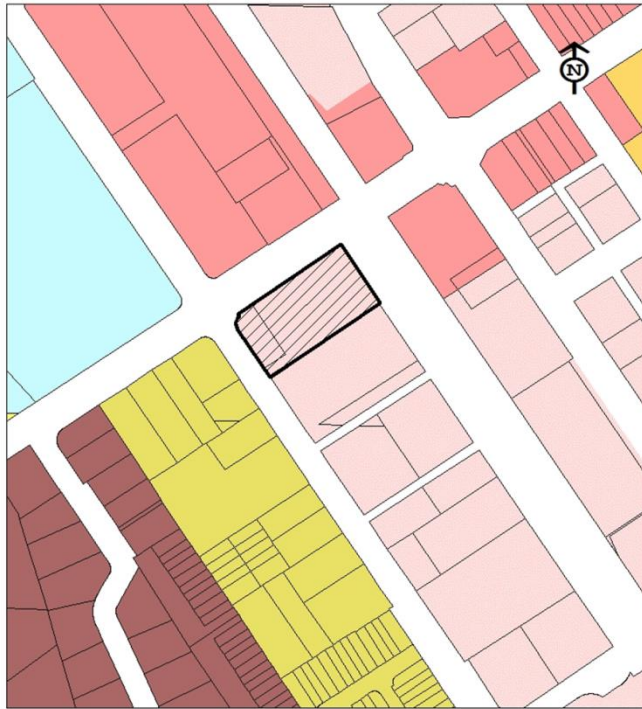
- A. The City of Central Point (City) is authorized under Oregon Revised Statute (ORS) Chapter 197 to prepare, adopt and revise comprehensive plans and implementing ordinances consistent with the Statewide Land Use Planning Goals.
- B. The City has coordinated its planning efforts with the State in accordance with ORS 197.040(2)(e) and OAR 660-030-0060 to assure compliance with goals and compatibility with City Comprehensive Plans.
- C. Pursuant to authority granted by the City Charter and the ORS, the City may amend the Central Point Zoning Map which was originally adopted on August 29, 1980 and has been amended at various times since.
- D. Pursuant to the requirements set forth in CPMC Chapter 17.10.100 Zoning Map and Zoning Code Text Amendments – Purpose and Chapter 17.05.010, Applications and Development Permit Review Procedures, the City has accepted an application and conducted the following duly advertised public hearings to consider the proposed amendment:
  - a) Planning Commission hearing on February 4, 2020
  - b) City Council hearings on February 13, 2020 and February 27, 2020.

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

Section 1. Based upon all the information received in the record, the City Council adopts the findings of fact and conclusions of law set forth in the City staff report as Attachment “B” incorporated herein by reference; determines that changing community conditions, needs and desires justify the amendments and hereby adopts the changes entirely.

Section 2. The City zoning map is hereby amended as set forth in Exhibit 1 which is attached hereto and by this reference incorporated herein.




EXHIBIT 1



**Proposed Zoning Designation**



**Legend**

|  |   |
|--|---|
|  Study Area |  HMR (TOD) |
|  Civic      |  MMR (TOD) |
|  EC (TOD)   |  R-3       |
|  GC (TOD)   |   |

0 105 210 420 Feet

Created by:  
Eileen Mitchell, Community Planner 1  
Date: 9/30/2019

Section 3. The City Manager is directed to conduct post acknowledgement procedures defined in ORS 197.610 et seq. upon adoption of the changes to the zoning and Comprehensive Plan maps.

Section 4. 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 \_\_\_\_\_, 20\_\_\_\_.

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

ATTEST:

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

2 | Ordinance No. \_\_\_\_\_ (February 27, 2020)



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

|                         |   |                        |
|-------------------------|---|------------------------|
| <b>TO:</b>              | City Council  | <b>DEPARTMENT:</b>     |
|                         |   | Finance                |
| <b>FROM:</b>            | Steven Weber,   |                        |
| <b>MEETING DATE:</b>    | February 27, 2020   |                        |
| <b>SUBJECT:</b>         | Resolution No. _____, Approving a Two Year extension of the Lease Agreement Between the City of Central Point and Freel & Associates, LLC Covering the Premises at 650 East Pine Street (Chamber Offices) |                        |
| <b>ACTION REQUIRED:</b> |   | <b>RECOMMENDATION:</b> |
| Motion<br>Resolution    |   | Approval               |

**BACKGROUND INFORMATION:** In January 2017, the City Council approved a new agreement with the Central Point Chamber of Commerce for the operation of the Visitors Information Center. While the operating agreement has an automatic 2-year extension, the lease agreement associated with the office space expired on December 31, 2019. City staff has worked with the property owners, Freel & Associates, LLC to negotiate a 2-year extension agreement of the lease covering the premises at 650 East Pine Street. The extension covers a two year period beginning January 1, 2020, and ending December 31, 2021. The at a monthly rent/lease amount is \$1,312.50 (\$1.25/sq.ft.).

**FINANCIAL ANALYSIS:** Economic Development;

Goal 1- Diversify the City's local economy and economic base.

Strategies: (g) Encourage the development of tourism in partnership with local Chambers of Commerce.

**LEGAL ANALYSIS:** The proposed Chamber of Commerce/Visitors Information Center lease agreement extension has been reviewed and approved by the City Attorney.

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:** N/A

**STAFF RECOMMENDATION:** Adopt resolution approving a 2-year extension (January 1, 2020 – December 31, 2021) of the lease agreement between the City of Central Point and Freel & Associates, LLC covering the premises located at 650 East Pine Street.

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**RECOMMENDED MOTION:** I move to approve resolution number \_\_\_\_ approving a 2-year extension (January 1, 2020 – December 31, 2021) of the lease agreement between the City of Central Point and Freel & Associates, LLC covering the premises located at 650 East Pine Street.

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**ATTACHMENTS:**

1. First Amendment to Lease - Extension Agreement
2. Original Lease Agreement
3. RESO Central Point Chamber Lease Extension Agreement

FIRST AMENDMENT TO LEASEEXTENSION AGREEMENT

THIS AGREEMENT is made this first day of February, 2020 by and between C. David Freel, doing business as, FREEL & ASSOCIATES LLC, hereinafter referred to as "Lessor" and the City of Central Point, (an Oregon municipal cooperation) hereinafter referred to as "Lessee". This is the FIRST extended term of the original lease dated January 13, 2017.

RECITALS:

WHEREAS, Lessee and Freel & Associates, LLC, entered into a Lease dated January 13, 2017 (the "Original Lease") covering the premises located at 650 East Pine St., Central Point, Oregon (as more fully described in the Original Lease as the "Premises");

- A. Lessee now desires to reinstate/renew or extend said Lease on the terms and conditions set forth herein for an additional twenty four (24) months.

NOW, THEREFORE, for the reasons recited above and in consideration of the following mutual promises and covenants, the parties hereby agree as follows:

1. **EXTENSION.** The parties hereby agree to extend or renew the term of the Lease attached hereto as Exhibit "A" for an additional 24-month term. This extension renewal term will be from January 1, 2020 and shall terminate at midnight December 31, 2021.
2. **RENTAL.** Beginning with the payment due on March 1, 2020 the parties agree that the basic rent for said property is the sum of \$1312.50 (1.25/sq. ft) per month. This shall be paid on or before the first day of each month.
3. **CONTINUATION.** Unless otherwise modified or amended by the terms of this Agreement all other terms and conditions of the aforementioned Commercial Lease Agreement, attached as Exhibit "A" shall remain in full force and effect and binding between the parties. This includes Lessee's obligation to pay basic rent and all other costs, charges and expenses called for pursuant to the terms of the said Lease.

- 4. **RECITALS.** The parties hereby incorporate by reference the recitals set forth above.
- 5. **ATTORNEY FEES.** In the event a suit or action is filed concerning this Agreement then the prevailing party shall be awarded their reasonable attorney fees as set by the trial court, or if on appeal, by the appellate court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

LESSOR:

C. DAVID FREEL, dba:  
FREEL & ASSOCIATES, LLC

By C David Freel  
C. David Freel Its: Managing Member

Date 1/30/2020

LESSEE:

City of Central Point

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

Date \_\_\_\_\_

Attachment: First Amendment to Lease - Extension Agreement (1248 : Central Point Chamber Lease Extension Agreement)

## LEASE

THIS Lease ("Lease"), is made and entered into as of this 13<sup>th</sup> day of January, 2017 ("Effective Date"), by and between Freel & Associates, LLC ("Lessor"), and the City of Central Point, an Oregon municipal corporation ("Lessee"). Lessee and Lessor are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

### Article 1 AGREEMENT TO LEASE

Lessor owns certain real estate, including land and improvements, commonly known as **650 East Pine Street, Central Point, Jackson County, Oregon** (the "Property"), as shown and legally described on Exhibit A. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, a portion of the Property as follows.

### Article 2 PREMISES

#### 2.1 Description

Lessor hereby leases to Lessee, on the terms and conditions stated below, certain space consisting of approximately **1050 square feet** (Chamber =850 sq. ft./ Visitor Center= 200sq.ft.) of indoor space (the "Premises") in the building ("Building") located within the Property, together with all improvements located in, or to be made thereto by either Lessor or Lessee, in the Premises. The Premises represents a **9%** (1050/11264) proportionate share of the Property. The Premises is shown on Exhibit B. Lessor makes no warranty as to the exact square footage of the Premises.

#### 2.2 Permitted Use

Lessee will use the Premises only for the following purpose: Office and visitor center ("Permitted Use"). No other use may be made of the Premises without the prior written approval of Lessor.

#### 2.3 Compliance with Laws and Regulations

Lessee will comply with all applicable state, federal, and local laws, ordinances, rules, and regulations, including but not limited to, local fire codes, zoning regulations, and occupancy codes. Lessee will promptly provide to Lessor copies of all communications to or from any government entity that relate to Lessee's noncompliance, or alleged noncompliance, with any laws or other government requirements impacting the Premises.

#### 2.4 Limits on Use

Lessee will not use, nor permit anyone else to use, the Premises in a manner, nor permit anything to be done in the Premises, that (a) adversely impacts, or is likely to adversely impact, the Premises, the Property, or any element or part of the Premises or the Property, or the operations of the Premises or the Property; (b) creates any condition that is a safety hazard; (c) creates a condition that may increase the rate of fire insurance for the Premises or the Property or would prevent Lessor from taking advantage of any ruling of an insurance rating bureau that would allow Lessor to obtain reduced rates for its insurance policies, or violates any requirements of Lessee's insurance carrier; or (d) creates a hazard or a nuisance to other tenants or occupants of the Property.

#### 2.5 Condition of Premises / No Warranties

Lessor makes no warranties or representations regarding the condition of the Premises or the Property, including, without limitation, the suitability of the Premises for intended uses or the

condition of the improvements. Lessee has inspected and accepts the Premises in its "AS IS" condition upon taking possession. Lessor will have no liability to Lessee, and Lessee will have no claim against Lessor, for any damage, injury, or loss of use caused by the condition of the Premises or the Property. Lessee is solely responsible for thoroughly inspecting the Premises and ensuring that it is in compliance with all laws.

#### **2.6 Lessor's Maintenance / Repair Obligation**

Lessor is responsible for maintaining the structural integrity of the Building exterior walls, foundation, roof, **heating and cooling system**, sprinkler system, and any shared loading docks and doors unless damage is caused by Lessee. Lessee will promptly notify Lessor of any damages or noticed defect to any of the foregoing.

#### **2.7 Americans with Disabilities Act**

Compliance with the Americans with Disabilities Act ("ADA") is dependent on Lessee's specific use of the Premises. Lessor makes no warranties or representations about whether the Premises comply with the ADA or any similar state or local legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises to achieve ADA or other similar law compliance, Lessee agrees to make any such necessary modifications, additions, or both at Lessee's expense.

### **Article 3**

#### **TERM**

##### **3.1 Initial Term**

The term of this Lease will commence on **January 1, 2017** (the "Commencement Date"), and continue for a **lease term of 36 months**, expiring on **December 31, 2019** ("Expiration Date"), unless sooner terminated under the terms of this Lease ("Initial Lease Term"). As used herein "Lease Term" means the Initial Lease Term and, if extended, also includes the Extension Term.

##### **3.2 Extension Option**

If the Lessee is not then in Default of this Lease (as defined in Article 12), Lessee will have an option to extend the Initial Lease Term ("Extension Option") for up to ONE additional TWO year renewal term, on the same terms and conditions as herein provided, except for the Basic Rent, which will be increased at the beginning of any Extension Term as set forth in Article 4. An Extension Option may be exercised by written notice given to Lessor not less than 90 days, nor more than 120 days before the expiration of the Initial Lease Term or any Extension Term. Failure to exercise any Extension Option will terminate any subsequent Extension Option(s).

### **Article 4**

#### **RENT**

##### **4.1 Basic Rent Amount and Due Date**

The base monthly rent ("Basic Rent") for the Initial Lease Term is \$1200.00. Basic Rent is due and payable commencing on the Commencement Date and on the first day of each and every month thereafter during the Lease Term.

##### **4.2 Additional Rent**

This Lease is a "modified gross lease" meaning that unless otherwise specifically provided herein, Lessee is responsible to pay all taxes, associated with the Premises, with those charges being billed annually by Lessor to Lessee commencing with the amount due on the November 2016 tax bill. Lessee will pay Lessee's proportionate share (9%) of taxes. All amounts



due hereunder in addition to the Basic Rent are deemed "Additional Rent." Any reference to "Rent" herein includes Basic Rent and Additional Rent.

#### **4.3 Basic Rent Rate Escalation**

Basic Rent will shall be increase on each anniversary of the Commencement date by 2% ("Minimum Escalation") or by the CPI-U increase, whichever is greater. CPI-U increase shall be calculated by determining the percentage that the CPI-U index increased during the prior 12 months. The CPI-U index shall mean the CPI-U for Portland, Oregon. The index base period shall be 1982-1984=100. Any successive Extension Terms shall be increased in the same manner, with the Minimum Escalation or the CPI-U increase applied to the previous Extension Term's Basic Rent.

#### **4.4 Security Deposit**

##### **4.4.1 Amount of Security Deposit**

Upon execution of this Lease, Lessee will deposit with Lessor and continuously maintain a "Security Deposit" in the amount of \$800.00 (This has been prepaid with previous lease and is already credited to lessee)

##### **4.4.2 Use of Security Deposit**

The Security Deposit secures Lessee's full and faithful performance and observance of all of Lessee's obligations under this Lease and under any other written agreement between Lessee and Lessor specifically referring to the Security Deposit. The Security Deposit will not be considered to be held in trust by Lessor for the benefit of Lessee, may be commingled with other funds of Lessor, and will not be considered an advance payment of Rent or a measure of Lessor's damages in the case of an Event of Default (defined in section 12.1) by Lessee. Lessor may, but will not be obligated to, after 10 days' advance written notice is delivered to Lessee in accordance with section 17.9, draw on and apply the Security Deposit (including all interest earned thereon) to: (a) pay any delinquent Basic Rent or other Rent not paid within the applicable time period, if any, under section 12.1.1; and/or (b) remedy any violation of this Lease, after Lessee has received notice and opportunity to cure under section 12.1.2, if a notice and opportunity to cure is required under this Lease. If Lessor applies any of the Security Deposit to any of the above, Lessee will, immediately upon demand, replenish the Security Deposit to its full amount. If Lessee fully performs all of its obligations under this Lease, the Security Deposit, or any balance remaining thereof, will be returned to Lessee within 30 days after the Expiration Date or earlier termination of this Lease and delivery of the Premises back to Lessor. However, if a reasonable question exists concerning Lessee's full compliance with this Lease, or if there is any obligation under this Lease to be performed after the Expiration Date or earlier termination of this Lease, Lessor may require that the Security Deposit remain in place until Lessor is satisfied that there has been no violation of this Lease and all obligations due under this Lease have been fully performed, even if it takes Lessor longer than 30 days to make such a determination to Lessor's reasonable satisfaction.

#### **4.5 Taxes**

Lessee agrees to pay, on or before the date they become due, Lessee's proportionate share of all taxes, assessments, special assessments, user fees, and other charges, however named, that, after the Effective Date and before the expiration of this Lease, may become a lien or that may be levied by any state, county, city, district, or other governmental authority on the Premises, any interest of Lessee acquired under this Lease, or any possessory right that Lessee may have in or to the Premises by reason of its occupancy thereof, as well as all taxes, assessments, user fees, or other charges on all property, real or personal, owned or leased by Lessee in or about the

Premises (collectively, "Taxes"), together with any other charge levied wholly or partly in lieu thereof. Taxes are considered Additional Rent under this Lease. All Taxes are paid to the taxing authority by Lessor and are paid to Lessor by Lessee annually when billed by Lessor.

#### **4.6 Operating Expenses and Utilities**

Lessee will promptly pay any and all charges for telephone, Internet, and all other charges for utilities or services that may be furnished directly to the Premises.

Lessor has no responsibility to provide any utility services to the Premises that are not already in place. If additional services are required, Lessee will obtain Lessor's permission for their installation, at Lessee's sole cost and expense. Lessee will have access to the utility corridors of the Building as needed.

#### **4.7 Common Areas**

The "Common Areas" consist of certain unleased areas and facilities outside the Premises and within the exterior boundary line of the Property and interior utility raceways and installations that are designated by Lessor to be for the general nonexclusive use of Lessor, Lessee, all other tenants of the Property. The Common Areas include but are not limited to parking areas, certain loading and unloading areas, garbage and debris disposal areas, roadways, walkways, driveways, and landscaped areas. Lessee has the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof. Under no circumstances does the right to use the Common Areas include the right to store any property, either temporarily or permanently, in the Common Areas. Any such storage will be permitted only by the prior written consent of Lessor and may be revoked at Lessor's convenience. If any unauthorized storage occurs, Lessor will have the absolute right, without notice and in addition to the other rights and remedies that it may otherwise have at law or under this Lease, to remove the property to Lessee's Premises or a storage area and to charge the cost to Lessee, which cost will be immediately payable upon demand by Lessor. The removal will not be considered any form of bailment.

##### **4.7.1 Lessor's Authority over Common Areas**

Lessor has the exclusive control, management, and maintenance of the Common Areas and has the right to establish, modify, amend, and enforce rules and regulations for the management, safety, care, and cleanliness of the Common Areas, the parking and unloading of vehicles, and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Property and their invitees. Lessee agrees to abide by and conform to such rules and regulations, and will use its best efforts to cause its employees, suppliers, shippers, customers, contractors, and invitees to so abide and conform. Lessor will not be responsible to Lessee for any noncompliance with any rules and regulations by other tenants of the Property. Lessor has the right, in Lessor's sole discretion, from time to time: (a) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape, and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, landscaped areas, walkways, and utility raceways, and changes to the ingress, egress, and direction of traffic; (b) to close any of the Common Areas temporarily for maintenance purposes as long as reasonable access to the Premises remains available; (c) to designate land outside the current boundaries of the Property to be a part of the Common Areas; (d) to add additional buildings and improvements to the Common Areas; (e) to utilize the Common Areas as Lessor deems appropriate while engaged in making additional improvements, repairs, or alterations to the Property, or any portion thereof; and (f) to perform any other acts and make any other

changes in, to, or with respect to the Common Areas and Property as Lessor may, in the exercise of reasonable business judgment, deem to be necessary or appropriate.

#### **4.8 Late Charge**

If Lessee fails to pay any Rent required to be paid under this Lease within 10 days after it is due, there shall be a late charge of 5 percent of the overdue payment. In addition to the late charge, all amounts of Rent past due will bear interest at a "Delinquency Rate" of 12 percent per annum from the due date until paid in full.

#### **4.9 Time and Place of Payments**

Lessee will pay Lessor Basic Rent monthly, in advance, and on the first day of the month without abatement, deduction, or offset. Additional Rent will be paid on or before the due date. Payment of all Rent will be made to Lessor to the address set forth in section 17.9 or such other place as Lessor may designate in accordance with the requirements of section 17.9.

#### **4.10 Acceptance of Rent**

Lessor's acceptance of a partial payment of Rent will not constitute a waiver of any Event of Default (defined in section 12.1), nor will it prevent Lessor from exercising any of its other rights and remedies granted to Lessor under this Lease, by law, or in equity. Any endorsements or statements on checks of waiver, compromise, payment in full, or any other similar restrictive endorsement will have no legal effect. Lessee will remain in violation of this Lease and will remain obligated to pay all Rent due, even if Lessor has accepted a partial payment of Rent. Acceptance of a late but full payment of Rent (including Rent plus all interest due thereon at the Delinquency Rate) will constitute a waiver and satisfaction of that late payment, violation, or Default only and will not constitute a waiver of any other late payment, violation, or Default.

### **Article 5**

#### **LESSEE OBLIGATIONS**

##### **5.1 Repairs and Maintenance**

Lessee is responsible for all maintenance, repair, replacement, and refurbishment of the Premises, including all improvements thereon, including but not limited to: interior walls, flooring, ceilings, doors & windows and related hardware, light fixtures, switches, wiring and plumbing from point of entry to premises, built in cabinetry, whether owned by Lessor or Lessee, except those items set forth in section 2.6, which are Lessor's responsibility unless damaged due to Lessee's negligence, failure to perform its repair and maintenance responsibilities, improper performance of repair and maintenance responsibilities, or misuse of the Premises (including overloading the floors or improperly stressing the roof supports), and in that case Lessee will be assessed for the damage caused by Lessee. Lessor will also maintain the Common Areas, as more particularly described in sections 4.7.1 and 4.7.2 above. Lessor has no other maintenance obligations to Lessee. If work performed by Lessor is required due to the negligence, neglect, or misconduct of Lessee, Lessee will promptly reimburse Lessor the cost of the work, plus interest thereon at the Delinquency Rate from the date the expense was incurred by Lessor until reimbursed by Lessee. Other than routine and customary repairs and maintenance, Lessee acknowledges that Lessee does not have the right to make any alterations to the Premises without the prior written consent of Lessor. Lessee will keep the Premises in good repair and clean condition, free and clear of accumulation of rubbish, debris, scrap materials, and litter. Lessee will ensure that no Hazardous Substance release occurs on the Premises at any time, as more particularly described in section 11.1.7. Lessee will commit no waste on the Premises or in the Common Areas.

## **5.2 Construction of Improvements**

Lessee will undertake no construction, alteration, or changes on or to the Premises, without the prior written consent of Lessor. In some cases, construction bonding may be required by Lessor, in Lessor's reasonable judgment. Lessee will notify Lessor of any construction or repair work that might disturb any existing asbestos or lead paint if present, and Lessor will cooperate with Lessee to provide requested information concerning the same. Any construction or work on the Premises that could cause disruption to lead paint or asbestos must be done only after receipt of the prior written consent of Lessor, and any disruption must be conducted strictly in accordance with all applicable environmental, health, safety, and disposal laws and regulations. Lessor will have no construction obligations except to maintain those systems described in section 2.6.

## **5.3 Notice of Nonresponsibility**

At least three days before commencing any approved work on the Premises that may give rise to a right to place a statutory lien on the Premises, Lessee will give written notice to Lessor of the date on which any such work is to commence so that Lessor may post, at appropriate places, statutory notices of nonresponsibility.

## **5.4 No Liens**

Lessee agrees to pay, when due, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment that have been provided or ordered with Lessee's consent to the Premises. If any lien is filed against the Premises that Lessee wishes to protest, then Lessee will immediately notify Lessor of the basis for its protest and must deposit cash with Lessor, or procure a bond acceptable to Lessor, in an amount sufficient to cover the cost of removing the lien from the Premises. Failure to remove the lien or furnish the cash or a bond acceptable to Lessor within 15 days will constitute an Event of Default (defined in section 12.1) under this Lease, Lessor will be entitled to satisfy the lien without further notice to Lessee, and Lessee will immediately reimburse Lessor for any sums paid to remove any such lien.

## **5.5 Lessor Access to Premises**

Lessor and its respective agents have the right to enter the Premises for the purposes of: (a) confirming the performance by Lessee of all obligations under this Lease, (b) doing any other act that Lessor may be obligated or have the right to perform under this Lease, and (c) for any other lawful purpose. Such entry will be made on reasonable advance notice and during normal business hours, when practical, except in cases of emergency or a suspected violation of this Lease or the law. Lessee waives any claim against Lessor for damages for any injury or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the entry except to the extent caused by the gross negligence or willful misconduct of Lessor. Lessor will use reasonable efforts to disturb Lessee's operations as little as reasonably possible during any of Lessor's repair and maintenance work. Lessee will provide Lessor with keys to all gates and doors in, on, or about the Premises, and Lessor will have the right to use any and all means that Lessor may deem reasonable to open the gates and doors in an emergency to obtain entry to the Premises.

## **5.6 Safety Requirements**

Lessee will conduct its operations, activities, and duties under this Lease in a safe manner and in compliance with all safety standards imposed by applicable federal, state, and local laws and regulations. Lessee will require the observance of the foregoing by all subcontractors and all other persons transacting business with or for the Lessee in any way connected with the conduct of Lessee under this Lease. Lessee will exercise due and reasonable care and caution to prevent

and control fire on the Premises and to that end will provide and maintain fire suppression equipment approved by FM Global or an equivalent insurance company and other fire protection equipment as may be required under applicable governmental laws, ordinances, statutes, and codes for the purpose of protecting the improvements adequately and restricting the spread of any fire from the Premises to any property adjacent to the Premises, all at Lessee's sole cost and expense. Lessee will be solely responsible for provision and maintenance of fire extinguishers, but not for sprinkler systems. Lessee will, however, promptly notify Lessor if Lessee observes any problems relating to the sprinkler system and will do nothing to damage or disable the sprinkler system or any smoke detectors located within the Premises or Property.

#### **5.7 Signs**

Lessee will not erect, install, nor permit on the Premises any sign or other advertising device without first having obtained Lessor's written consent. Lessee will remove all signs and sign hardware upon termination of this Lease and restore the sign location to its former state, unless Lessor, in its sole option, elects to retain all or any portion of the signage.

#### **5.8 Continuous Operations**

During the Lease Term, Lessee will continuously maintain its operations on the Premises and will advise Lessor, in writing, if Lessee intends to cease operations for any period long than 15 consecutive days. During any period when Lessee is not operating on the Premises, Lessee will nonetheless be required to abide by and comply with all provisions of this Lease. Lessee will not abandon the Premises.

### **Article 6 SECURITY AND SANITATION**

#### **6.1 Security**

Lessee acknowledges that numerous other parties and tenants occupy or have access to the Property and that Lessee is solely responsible for any and all its property located on the Premises or within the Property. Lessee waives any claim against Lessor for any loss or damage to Lessee's property. Lessor will not be responsible for the actions of any other tenants or other third parties who may come onto the Property or the Premises.

#### **6.2 Handling of Trash**

Lessee will be responsible for the adequate sanitary handling of all trash and other debris for the Premises and will provide for its timely removal to the holding area designated by Lessor. Lessee will gather, sort, and transport all garbage, refuse, and recyclable materials as needed from the Premises. Lessee will provide and use suitable fireproof receptacles for all trash and other refuse temporarily stored on the Premises. Lessee will not permit boxes, cartons, barrels, pallets, scrap piles, or other similar items to be piled or stored in the Common Areas or within view of the Common Areas unless otherwise approved, in writing, by Lessor. Lessee will cooperate with Lessor in the implementation of any recycling program that Lessor may have in place from time to time. Lessee will not allow trash or debris of any nature to accumulate on the Premises and will store all trash and debris in a manner that will prevent it from being a health or safety hazard or creating an unsightly condition in and around the Premises.

### **Article 7 INSURANCE REQUIREMENTS**

#### **7.1 Insurance Amounts**

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Lessee under this Lease. The amounts listed indicate only the minimum amounts of

insurance coverage that Lessor is willing to accept to help ensure full performance of all terms and conditions of this Lease. All insurance required of Lessee by this Lease must meet all the minimum requirements set forth in this Article 7.

#### **7.2 Certificates; Notice of Cancellation**

On or before the Commencement Date, Lessee will provide Lessor with certificates of insurance establishing the existence of all insurance policies required under this Lease. Thereafter, Lessor must receive notice of the expiration or renewal of any policy at least 30 days before the expiration or cancellation of any insurance policy. No insurance policy may be canceled, revised, terminated, or allowed to lapse without at least 30 days prior written notice to Lessor. Insurance must be maintained without any lapse in coverage continuously for the duration of this Lease. Cancellation of insurance without Lessor's consent will be deemed an immediate Event of Default (defined in section 12.1) under this Lease. Lessee will give Lessor certified copies of Lessee's policies of insurance promptly upon request.

#### **7.3 Additional Insured**

Lessor will be named as an additional insured in each required liability policy and, for purposes of damage to the Premises, as a loss payee. The insurance will not be invalidated by any act, neglect, or breach of contract by Lessee. On or before the Commencement Date, Lessee must provide Lessor with a policy endorsement naming Lessor as an additional insured as required by this Lease.

#### **7.4 Primary Coverage and Deductible**

The required policies will provide that the coverage is primary, and will not seek any contribution from any insurance or self-insurance carried by Lessor. Unless otherwise approved in writing and in Lessor's sole discretion, the deductible on any insurance policy cannot exceed \$5,000.00.

#### **7.5 Company Ratings**

All policies of insurance must be written by companies having an A.M. Best rating of "A" or better, or the equivalent. Lessor may, upon 30 days written notice to Lessee, require Lessee to change any carrier whose rating drops below an "A" rating.

#### **7.6 Required Insurance**

At all times during this Lease, Lessee will provide and maintain the following types of coverage:

##### **7.6.1. General Liability Insurance**

Lessee will maintain a commercial general liability policy (including coverage for broad form contractual liability, sudden and accidental spill coverage on land and on water, and any personal injury liability) for the protection of Lessee, and insuring Lessee and Lessor against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the Premises or occasioned by reason of the operations or actions of Lessee. All such coverage must name Lessor as an additional insured. All such coverage must be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate for bodily injury and property damage for all coverage specified herein.

##### **7.6.2 Workers' Compensation Insurance**

Lessee will maintain, in full force and effect, Workers' Compensation insurance for all Lessee's employees, including coverage for employer's liability, as required by Oregon law.

### **7.7. Waiver of Subrogation**

Lessee and Lessor each waive any right of action that they and/or their respective insurance carriers might have against Lessor for any loss, cost, damage, or expense (collectively "Loss") to the extent that the Loss is covered by any property insurance policy or policies required to be maintained under this Lease and to the extent that the proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Lessee and Lessor also waive any right of action they and/or their insurance carriers might have against Lessor or Lessee (including their respective employees, officers, or agents) for any Loss to the extent the Loss is a property loss covered under any applicable automobile liability policy or policies required by this Lease. If any of Lessee's or Lessor's property or automobile insurance policies do not allow the insured to waive the insurer's rights of subrogation before a Loss, each will cause the policies to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this section 7.7. Nothing contained herein will be construed to relieve Lessee from any Loss suffered by Lessor that is not fully covered by Lessor's insurance described in Article 8. Lessee will be liable for any uninsured Loss (including any deductible) if the Loss was caused by any act or omission of Lessee or any of Lessee's employees, agents, contractors, or invitees.

### **Article 8 LESSOR INSURANCE**

Lessor will maintain liability insurance for the Property, as generally described in section 7.6.1, in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee will not, however, be named as an additional insured on the policy. Lessor will obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor and to any lender insuring loss or damage to the Building shell and Lessor-owned improvements located within the Building and Common Areas. The amount of the insurance must be equal to the full insurable replacement cost of Lessor-owned Common-Area improvements and the Building shell, foundation, roof, systems, loading docks, and doors, excluding Lessee's improvements (including Lessee-added utilities), as the same will exist from time to time, or the amount required by any lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee-owned or installed improvements, alterations, utility installations, trade fixtures, and personal property will all be insured by Lessee for their full insurable value. Lessor may elect to self-insure or partially self-insure. Lessor may also elect not to insure certain elements of the Common Areas if insurance coverage is not available at a commercially reasonable cost to the Building shell, foundation, or Building system.

### **Article 9 DAMAGE OR DESTRUCTION**

In the event of partial or full damage or destruction to the Premises or the Property, the following will apply:

#### **9.1 Definitions**

##### **9.1.1 Partial Damage**

"Partial Damage" means damage or destruction that can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor will notify Lessee in writing within 30 days from the date of the damage or destruction about whether the damage is partial or total. Partial Damage does not include damage to windows, doors, or other similar improvements, or systems that Lessee has the responsibility to repair or replace under the provisions of this Lease.

### **9.1.2 Total Destruction**

“Total Destruction” means damage or destruction to the Building shell, foundation, roof, or building systems that cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor will notify Lessee in writing within 30 days from the date of the damage or destruction about whether the damage is partial or total.

### **9.1.3 Insured Loss**

“Insured Loss” means damage or destruction to improvements on the Premises that was caused by an event required to be covered by Lessor’s insurance described in Article 8, irrespective of any deductible amounts or coverage limits involved.

### **9.1.4 Replacement Cost**

“Replacement Cost” means the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto (or to a higher standard if required by current applicable law), including demolition and debris removal and without deduction for depreciation.

### **9.1.5 Hazardous Substance Condition**

“Hazardous Substance Condition” means the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in section 11.1.6, in, on, or under the Premises or Building, that requires repair, remediation, or restoration.

## **9.2 Partial Damage—Insured Loss**

If a Partial Damage that is an Insured Loss occurs, then Lessor will, at Lessor’s expense, repair the damage (but not to Lessee’s trade fixtures or Lessee’s other improvements) as soon as reasonably possible, and this Lease will continue in full force and effect. Notwithstanding the foregoing, if the required insurance was not in force, Lessor will promptly contribute the shortage in proceeds as and when required to complete the repair. If, however, there is a shortage of proceeds due to the fact that, by reason of the unique nature of the Building, full-replacement cost insurance coverage was not commercially reasonable and available, Lessor will have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same within 10 days following receipt of written notice of the shortage and request therefor. If Lessor receives the funds within the 10-day period, Lessor will complete the repairs as soon as reasonably possible, and this Lease will remain in full force and effect. If the funds are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (a) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease will remain in full force and effect; or (b) have this Lease terminate 30 days thereafter. Lessee will not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Lessee will be responsible to make any repairs to any of its own improvements to the Premises, including all of its trade fixtures.

## **9.3 Partial Damage—Uninsured Loss**

If a Partial Damage that is not an Insured Loss occurs to the Building, unless caused by a negligent or willful act of Lessee (in which event Lessee will make all the repairs at Lessee’s expense), Lessor may either: (a) repair the damage as soon as reasonably possible at Lessor’s expense, in which event this Lease will continue in full force and effect; or (b) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of the damage. The termination will be effective 60 days following the date of the notice. If Lessor elects to terminate this Lease, Lessee will have the right within 10 days after



receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of the damage without reimbursement from Lessor. Lessee will provide Lessor with the funds within 30 days after making such commitment. In that event, this Lease will continue in full force and effect, and Lessor will proceed to make the repair as soon as reasonably possible after the required funds are available. If Lessee does not provide funds, this Lease will terminate as of the date specified in the termination notice. To the extent that damages to the Common Areas constitute an Uninsured Loss, Lessor may elect to repair those damages and recover the uninsured portion thereof through CAM Charges. If the uninsured damage was caused by the negligence or misconduct of Lessee, Lessor will have the right to recover Lessor's full damages from Lessee.

#### **9.4 Total Destruction**

If Total Destruction occurs, this Lease will terminate 30 days following the destruction. If the damage or destruction was caused by the negligence or misconduct of Lessee, Lessor will have the right to recover all of Lessor's damages from Lessee, except as provided in the waiver of subrogation as set forth in section 7.7, less any deductible, and including all Basic Rent that would otherwise have been due through the end of the Lease Term, mitigated only to the extent required by state law.

#### **9.5 Damage near End of Lease**

If at any time during the last six months of this Lease there is damage for which the cost to repair exceeds one month's Basic Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of the damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of the damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising the option, and (b) providing Lessor with any shortage in insurance proceeds needed to make the repairs on or before the earlier of (i) the date that is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day before the date on which the option expires. If Lessee duly exercises the option during such period and provides Lessor with funds to cover any shortage in insurance proceeds, Lessor will, at Lessor's commercially reasonable expense, repair the damage as soon as reasonably possible, and this Lease will continue in full force and effect. If Lessee fails to exercise the option and provide the funds during such period, then this Lease will terminate on the date specified in the termination notice and Lessee's option will be extinguished.

#### **9.6 Abatement of Rent; Lessee's Remedies**

##### **9.6.1 Abatement**

In the event of Partial Damage, Total Destruction, or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Basic Rent payable by Lessee for the period required for the repair, remediation, or restoration of the damage will be abated in proportion to the degree to which Lessee's use of the Premises is impaired. All other obligations of Lessee hereunder will be performed by Lessee, and Lessor will have no liability for any such damage, destruction, remediation, repair, or restoration, except as provided in section 9.6.

##### **9.6.2 Remedies**

If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, the repair or restoration within 90 days after the obligation accrues, Lessee may, at any time before the commencement of the repair or restoration, give written notice to Lessor of Lessee's election to terminate this Lease on a date not less than 60

days following the giving of the notice. If Lessee gives the notice and the repair or restoration is not commenced within 30 days thereafter, this Lease will terminate as of the date specified in the notice. If the repair or restoration is commenced within 30 days, this Lease will continue in full force and effect. "Commence" means either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

#### **9.7 Waiver of Certain Alternative Rights**

To the extent allowed by law, Lessor and Lessee agree that the terms of this Lease will govern the effect of any damage to or destruction of the Premises and Property with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

### **Article 10**

#### **TERMINATION OF LEASE**

Upon termination of this Lease, Lessee will deliver all keys to Lessor and surrender the Premises broom clean, in good condition, ordinary wear and tear excepted. Alterations constructed by Lessee with permission from Lessor are not to be removed or restored to the original condition unless required by Lessor, as provided in section 10.1. All repairs for which Lessee is responsible will be completed before the surrender.

#### **10.1 Title to Lessee Improvements upon Termination**

All improvements, excluding Personal Property (defined in section 10.2) and Lessee trade fixtures, located on the Premises at the expiration or earlier termination of this Lease, will, at Lessor's option, become the sole property of Lessor. Notwithstanding the foregoing, Lessor reserves the right, in its sole discretion, to require Lessee to remove some or all the improvements placed on the Premises by Lessee from the Premises upon termination of this Lease. Lessor will give Lessee at least 30 days' advance written notice of the need to remove any improvements. Thereafter, Lessee will have the longer of 30 days after such notice is given or the last day of the Lease Term to remove the improvements that Lessor has designated for removal. Rent will continue to accrue at the holdover rate until all improvements that Lessor has designated for removal are removed.

#### **10.2 Lessee's Personal Property**

Removable decorations, detached floor coverings, signs, blinds, furnishings, trade fixtures, and other personal property, and any fuel tanks placed on the Premises by Lessee ("Personal Property") will remain the property of Lessee. At or before the termination of this Lease, Lessee, at Lessee's expense, will remove from the Premises any and all of Lessee's Personal Property and will repair any damage to the Premises resulting from the installation or removal of the Personal Property. Any items of Lessee's Personal Property that remain on the Premises after the termination date of this Lease may either be: (a) retained by Lessor without any requirement to account to Lessee therefor; or (b) removed and disposed of by Lessor, without any requirement to account to Lessee therefor, with Lessor being entitled to recover all costs thereof from Lessee.

#### **10.3 Time for Removal**

The time for removal of any Personal Property or improvements made by Lessee that Lessee is required to remove from the Premises on termination will be as follows: (a) by the Expiration Date; or (b) if this Lease is terminated unexpectedly before the Expiration Date, then all removal must occur within 10 days following the actual termination date, and Lessee must continue to pay all Rent due until such time as all of Lessee's Personal Property and the improvements required to be removed have been properly and completely removed.

#### **10.4 Holdover**

Lessee has no holdover rights. If Lessee fails to vacate the Premises at the time required, Lessor will have the option to treat Lessee as a holdover Lessee from month to month, subject to all the provisions of this Lease except that the Basic Rent will be 150 percent of the then-current Basic Rent, or to eject Lessee from the Premises and recover damages caused by wrongful holdover. If a month-to-month holdover tenancy results, it will be terminated at the end of any monthly rental period on 30 days' written notice from Lessor, and Lessee waives any notice that would otherwise be provided by law with respect to such tenancy.

### **Article 11**

#### **ENVIRONMENTAL OBLIGATIONS OF LESSEE**

##### **11.1 Definitions**

As used in this Lease, the following terms are defined as follows:

##### **11.1.1 Aboveground Storage Facility**

"Aboveground Storage Facility" or "AST Facility" includes aboveground storage tanks, aboveground piping, dispensers, related underground and aboveground structures and equipment, including without limitation associated spill containment features and oil-water separators, and the surrounding area used in connection with the operation for fueling and other management of Hazardous Substances.

##### **11.1.2 Best Management Practices**

"Best Management Practices" means those environmental or operational standards: (a) implemented by a business or industry group pertinent to Lessee's operations as a matter of common and accepted practice, (b) articulated by a trade association or professional association pertinent to Lessee's operations, (c) developed by Lessee for use in its operations, (d) developed by pertinent state or local regulatory agencies for a business or industry group pertinent to Lessee's operations, or (e) developed from time to time by Lessor in cooperation with Lessee.

##### **11.1.3 Environmental Audit**

"Environmental Audit" means an environmental site assessment and compliance audit satisfying, at a minimum, the "all appropriate inquiry" requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC § 9601(35)(B); the Oil Pollution Act, as amended, 33 USC § 2703(d)(4); 40 CFR Part 312; ORS 465.255(6); ASTM E1527-13 (Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process); and any other compliance assessment or auditing standards, including ASTM E2107-06 (Standard Practice for Environmental Regulatory Compliance Audits), relevant and appropriate to Lessee's use of the Premises, or the successors to any of these criteria or standards. If as a result of such an Environmental Audit, additional evaluation, testing, or analysis, or supplemental audit work is recommended, then the Environmental Audit includes the additional evaluation, testing, or analysis, or supplemental audit work scoped and performed in accordance with commercially reasonable practices.

##### **11.1.4 Environmental Costs**

"Environmental Costs" will be interpreted in the broadest sense to include, but are not necessarily limited to: (a) costs or expenses relating to any actual or claimed violation of or noncompliance with any Environmental Law; (b) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (c) the cost, expense, or loss to Lessor as a result of any injunctive relief, including preliminary or temporary injunctive relief, applicable to Lessor or the Premises; (d) all expenses of evaluation, testing, analysis, cleanup,

remediation, removal, and disposal relating to Hazardous Substances, including fees of attorneys, engineers, consultants, paralegals, and experts; (e) all expenses of reporting the existence of Hazardous Substances or the violation of Environmental Laws to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (f) any and all expenses or obligations, including without limitation attorney and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom, whether or not taxable as costs, including without limitation attorney and paralegal fees, witness fees (expert and otherwise), deposition costs, copying, telephone and telefax charges, and other expenses; and (g) any damages, costs, fines, liabilities, and expenses that are claimed to be owed by any federal, state, or local regulating or administrative agency.

#### **11.1.5 Environmental Laws**

“Environmental Laws” will be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances (including those of the Oregon Department of Environmental Quality (DEQ) or any successor agency) now or hereafter in effect, as they may be amended from time to time, that in any way govern materials, substances, or products and/or relate to the protection of health, safety, or the environment.

#### **11.1.6 Hazardous Substances**

“Hazardous Substances” will be interpreted in the broadest sense to include any substance, material, or product defined or designated as hazardous, toxic, radioactive, or dangerous, regulated wastes or substances, or any other similar term in or under any Environmental Laws.

#### **11.1.7 Hazardous Substance Release**

“Hazardous Substance Release” includes the spilling, discharge, deposit, injection, dumping, emitting, releasing, placing, leaking, migrating, leaching, and seeping of any Hazardous Substance into the air or into or on any land, sediment, or waters, except any release in compliance with Environmental Laws and specifically authorized by a current and valid permit issued under Environmental Laws with which Lessee is in compliance at the time of the release, but not including within the exception any such release in respect of which the State of Oregon has determined that application of the State’s Hazardous Substance removal and remedial action rules might be necessary to protect public health, safety, or welfare, or the environment.

#### **11.1.8 Natural Resources Damage**

“Natural Resources Damage” is the injury to, destruction of, or loss of natural resources resulting from a Hazardous Substance Release. The measure of damage is the cost of restoring injured natural resources to their pre-Hazardous Substance Release baseline condition, compensation for the interim loss of injured natural resources pending recovery, and the reasonable cost of a damage assessment. Natural resources include land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state, an Indian tribe, or a local government.

#### **11.2 Limited Business Use of Hazardous Substances**

Lessee is permitted to use, handle, and store Hazardous Substances as necessary to conduct its Permitted Uses and in quantities needed to conduct its Permitted Uses, in compliance with applicable Environmental Laws, Best Management Practices, and the provisions of this Lease.

#### **11.3 Hazardous Substance Storage Tanks**

Lessee may not operate mobile storage tanks (including fueling trucks), Aboveground Storage Tanks (“AST”), or any AST Facility for the storage of Hazardous Substances except with the prior written consent of Lessor, which consent may be granted or denied in Lessor’s sole discretion. For the purposes of this section 11.3, “Aboveground Storage Tank” or “AST” means any tank with a capacity of greater than 55 gallons. No underground storage tanks are allowed to be installed by Lessee on the Premises.

#### **11.4 Soil or Waste**

Lessee will not store, treat, deposit, place, or dispose of treated or contaminated soil, industry by-products, or any other form of waste on the Property or Premises, without the prior written consent of Lessor, which consent may be granted or denied in Lessor’s sole discretion.

#### **11.5 Environmental Inspection**

Lessor reserves the right to inspect for Hazardous Substances and/or Lessee’s management of Hazardous Substances on the Premises at any time, and from time to time, without notice to Lessee. If Lessor at any time during the Lease term or any extension thereof has reason to believe that Lessee is handling Hazardous Substances contrary to the requirements of this Lease, in violation of this Lease, or in any manner that may allow contamination of the Property or Premises, Lessor may, without limiting its other rights and remedies, cause to be conducted an Environmental Audit with respect to the matters of concern to Lessor. Lessee will cooperate with all such audits. If Lessor’s suspicions are confirmed by the audit, Lessee will reimburse Lessor for the full cost of the audit.

#### **11.6 Safety**

Under the terms of this Lease, Lessee must comply with all applicable state, federal, and local laws and ordinances. As a part of this requirement, Lessee will maintain material safety data sheets for each and every Hazardous Substance used by Lessee, or Lessee’s agents, employees, contractors, licensees, or invitees on the Property or Premises, as required under the Hazard Communication Standard in 29 CFR section 1910.1200, as it may be amended, redesignated, or retitled from time to time, and comparable state and local statutes and regulations. To ensure that such information is available to Lessor in the event of a spill or other emergency, all the information will be kept current at all times, and a copy of all such materials will be kept in a place known to and easily accessible to Lessor.

#### **11.7 Disposal of Hazardous Substances**

Lessee will not dispose of any Hazardous Substance, regardless of the quantity or concentration, within the storm or sanitary sewer drains or plumbing facilities within the Premises or the Property. The disposal of Hazardous Substances will be in approved containers, and Hazardous Substances will be removed from the Property or Premises only in accordance with the law. If Lessee knows, or has reasonable cause to believe, that any Hazardous Substance Release has come to be located on or beneath the Property or Premises, Lessee must immediately give written notice of that condition to Lessor, whether or not the Hazardous Substance Release was caused by Lessee.

#### **11.8 Lessee’s Liability**

##### **11.8.1 Hazardous Substance Releases**

Except as provided in section 11.8.3, Lessee will be responsible for any Hazardous Substance Release on the Property or Premises, on other properties, in the air, or in adjacent or nearby waterways (including groundwater) that results from or occurs in connection with Lessee’s occupancy or use of the Property or Premises.

##### **11.8.2 Lessee’s Liability for Environmental Costs**

Except as provided in section 11.8.3, Lessee will be responsible for all Environmental Costs arising under this Lease.

### **11.8.3 Limitation of Lessee's Liability**

Notwithstanding anything to the contrary provided in this Lease, particularly in fz 11.9.2, Lessee will have no responsibility for any Hazardous Substances or Hazardous Substance Releases that: (a) existed on the Property or Premises before the Effective Date, except as assumed by Lessee under the Remediation Agreement; (b) were caused by Lessor or the agents, employees, or contractors of Lessor; or (c) Lessee can demonstrate migrated into the Premises from a source off-Premises that was not caused by Lessee.

## **11.9 Environmental Remediation**

### **11.9.1 Immediate Response**

In the event of a violation of applicable Environmental Laws, a violation of an environmental provision of this Lease, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which Lessee is responsible under this Lease, Lessee will immediately undertake and diligently pursue all acts necessary or appropriate to correct the violation or to investigate, contain, and stop the Hazardous Substance Release and remove the Hazardous Substance.

### **11.9.2 Remediation**

Lessee will promptly undertake all actions necessary or appropriate to ensure that any Hazardous Substance Release is remediated and that any violation of any applicable Environmental Laws or environmental provision of this Lease is corrected. Lessee will remediate, at Lessee's sole expense, any Hazardous Substance Release for which Lessee is responsible under this Lease and will restore the Premises to its prior condition. Lessee will also remediate any Hazardous Substance Release for which it is responsible under this Lease on any other impacted property or bodies of water. The obligations of Lessee under this section 11.9.2 are subject to the limitations on Lessee's liability set forth in section 11.8.3.

### **11.10 Natural Resources Damages Assessment and Restoration**

Lessee will promptly undertake, at Lessee's sole expense, all actions necessary to ensure that any Natural Resources Damage associated with Lessee's use or occupancy of the Property or Premises and the violation of Environmental Laws, the environmental provisions of this Lease, or any Hazardous Substance Release is investigated, determined, quantified, assessed, and permanently restored and compensated for, to the extent legally required by any natural resource trustee with jurisdiction over the matter.

#### **11.10.1 Report to Lessor**

Within 30 days following completion of any investigatory, containment, remediation, or removal action required by this Lease, Lessee will provide Lessor with a written report outlining, in detail, what has been done and the results thereof.

#### **11.10.2 Lessor's Approval Rights**

Except in the case of an emergency or an agency order requiring immediate action, Lessee will give Lessor advance notice before beginning any investigatory, remediation, or removal procedures. Lessor will have the right to approve or disapprove the proposed investigatory, remediation, or removal procedures and the company or companies and individuals conducting the procedures that are required by this Lease or by applicable Environmental Laws, whether on the Property, Premises, or any affected property or water. Lessor will have the right to require Lessee to contract for and fund oversight by any governmental agency with jurisdiction over any investigatory, containment, removal,

remediation, and restoration activities and to require Lessee to seek and obtain a determination of no further action or an equivalent completion-of-work statement from the governmental agency.

#### **11.11 Notice to Lessor**

Lessee will immediately notify Lessor upon becoming aware of: (a) a violation or alleged violation of any Environmental Law; (b) any leak, spill, release, or disposal of a Hazardous Substance on, under, or adjacent to the Property or Premises or threat of or reasonable suspicion of any of the same; and (c) any notice or communication to or from a governmental agency or any other person directed to Lessee or any other person relating to such Hazardous Substances on, under, or adjacent to the Property or Premises or any violation or alleged violation of, or noncompliance or alleged noncompliance with, any Environmental Laws with respect to the Property or Premises.

#### **11.12 Certification**

Not later than 30 days after receipt of written request from Lessor, Lessee will provide a written certification to Lessor, signed by Lessee, that certifies that Lessee has not received any notice from any governmental agency regarding a violation of or noncompliance with any Environmental Law; or, if such a notice was received, Lessee will explain the reason for the notice, explain what has been done to remedy the problem, and attach a copy of the notice. Lessee will also certify that Lessee has obtained and has in force all permits required under Environmental Law. Lessee will make copies of all such permits available to Lessor upon request.

#### **11.13 Documentation of Hazardous Substances**

Lessee will maintain for periodic inspection by Lessor and deliver to Lessor, at Lessor's request, true and correct copies of the following documents (hereinafter referred to as the "Documents") related to the handling, storage, disposal, and emission of Hazardous Substances, concurrently with the receipt from or submission to a governmental agency: permits; approvals; reports and correspondence; storage and management plans; material safety data sheets (MSDS); spill prevention control and countermeasure plans; other spill contingency and emergency response plans; documents relating to taxes for Hazardous Substances; notice of violations of any Environmental Laws; plans relating to the installation of any storage tanks to be installed in, under, or around the Property or Premises (but the installation of tanks will be permitted only after Lessor has given Lessee its written consent to do so, which consent may be withheld in Lessor's sole discretion); and all closure plans or any other documents required by any and all federal, state, and local governmental agencies and authorities for any storage tanks or other facilities installed in, on, or under the Property or Premises.

### **Article 12**

#### **LESSEE DEFAULT**

##### **12.1 Events of Default**

The following will constitute an "Event of Default" if not cured within the applicable cure period as set forth below:

##### **12.1.1 Default in Rent**

Failure of Lessee to pay any Rent or other charge within 10 days after written notice from Lessor. However, Lessor will not be required to provide such notice more than 2 times in any calendar year. Thereafter, failure to pay Rent by the due date will be deemed an automatic Event of Default for which no additional notice or cure period need be granted.

##### **12.1.2 Default in Other Covenants**

Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within 10 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 10-day period, Lessee will be in compliance with this provision if Lessee begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Notwithstanding the foregoing, if Lessee violates the same provision of this Lease more than 2 times in any given 1-year period, then the violation will constitute an immediate Event of Default for which no further notice or cure period need be granted by Lessor.

### **12.1.3 Insolvency**

An assignment by Lessee for the benefit of creditors; filing by Lessee of a voluntary petition in bankruptcy; adjudication that Lessee is bankrupt or the appointment of receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within 30 days after filing; or attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy of execution within 30 days.

## **12.2 Remedies on Default**

If an Event of Default occurs, Lessor, at Lessor's sole option, may terminate this Lease by notice, in writing, in accordance with section 17.9. The notice may be given before or within any of the above-referenced cure periods or grace periods for default and may be included in a notice of failure of compliance, but the termination will be effective only on the expiration of the above-referenced cure periods or grace periods. If the Premises is abandoned by Lessee in connection with a default, termination may be automatic and without notice, at Lessor's sole option.

### **12.2.1 Termination and Damages**

If this Lease is terminated, Lessor will be entitled to recover promptly, without waiting until the due date, any past due Rent together with future Rent that would otherwise become due and owing up to and through the date fixed for expiration of the Lease Term; any damages suffered by Lessor as a result of the Event of Default, including without limitation all obligations of Lessee; and the reasonable costs of reentry and reletting the Premises, including without limitation, the cost of any cleanup, refurbishing, removal of Lessee's Personal Property including fixtures, or any other expense occasioned by Lessee's failure to quit the Premises upon termination and to leave them in the condition required at the expiration of this Lease, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs. Lessor will have no obligation to mitigate damages, except as required by Oregon law at the time of termination.

### **12.2.2 Reentry after Termination**

If the Lease is terminated or abandoned for any reason, Lessee's liability for damages will survive the termination, and the rights and obligations of the Parties will be as follows:

(a) Lessee will vacate the Premises immediately; remove any Personal Property of Lessee, including any fixtures that Lessee is required to remove at the end of the Lease Term; perform any cleanup, alterations, or other work necessary to leave the Premises in the condition required at the end of the term; and deliver all keys to Lessor.



(b) Lessor may reenter, take possession of the Premises, and remove any persons or Personal Property by legal action or by self-help with the use of reasonable force and without liability for damages.

#### **12.2.3 Reletting**

Following termination, reentry, or abandonment, Lessor may relet the Premises and in that connection may:

(a) Make any suitable alterations, refurbish the Premises, or both, or change the character or use of the Premises, but Lessor will not be required to relet for any use or purpose (other than that specified in the Lease) that Lessor may reasonably consider injurious to the Premises, or to any tenant that Lessor may reasonably consider objectionable.

(b) Relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

#### **12.2.4 Right to Sue More Than Once**

In an Event of Default, Lessor may elect to continue this Lease and to sue periodically to recover damages, and no action for damages will bar a later action for damages subsequently accruing.

#### **12.2.5 Equitable Relief**

Lessor may seek injunctive relief or an order of specific performance from any court of competent jurisdiction requiring that Lessee perform its obligations under this Lease.

#### **12.3 No Waiver of Default**

No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of partial Rent during the continuance of any breach, will constitute a waiver of the breach or of the agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, will be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

#### **12.4 Remedies Cumulative and Nonexclusive**

Each right and remedy of Lessor contained in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease, or existing at law or in equity, including without limitation suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any such rights or remedies will not preclude the simultaneous or later exercise by Lessor of any other such rights or remedies. All such rights and remedies are nonexclusive.

#### **12.5 Curing Lessee's Default**

If Lessee fails to perform any of Lessee's obligations under this Lease, Lessor, without waiving the failure, may (but will not be obligated to) perform the same for the account of and at the expense of Lessee (using Lessee's Security Deposit or Lessor's own funds, when required), after the expiration of the applicable cure period set forth in section 12.1.2, or sooner in the case of an emergency. Lessor will not be liable to Lessee for any claim for damages resulting from such action by Lessor. Lessee agrees to reimburse Lessor, on demand, for any amounts Lessor spends in curing Lessee's Default. Any sums to be so reimbursed will bear interest at the Delinquency Rate.

## **12.6 Administrative Costs**

If Lessor gives Lessee one written notice of a violation of a specific provision of this Lease, and Lessee violates the same provision again during the subsequent 12-month period, then in addition to all other rights and remedies set forth herein, Lessee agrees to reimburse Lessor for Lessor's administrative costs incurred in connection with any such subsequent violation. Failure by Lessee to pay the costs will be deemed an immediate Event of Default subject to all remedies set forth in this Article 12.

## **Article 13 LESSOR DEFAULT**

### **13.1 Breach by Lessor**

#### **13.1.1 Notice of Breach**

Lessor will not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this section 13.1.1, a reasonable time will in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address have been furnished to Lessee in writing for such purpose, of written notice specifying what obligation of Lessor has not been performed; however, a Lessor event of default will not occur if Lessor's performance is commenced within the 30-day period and thereafter diligently pursued to completion.

#### **13.1.2 No Self-Help**

In the event that neither Lessor nor any Lender of Lessor cures any breach within the applicable cure period, Lessee will be entitled to seek any of the remedies provided in section 13.1.3 but will not be entitled to take self-help action.

#### **13.1.3 Remedies in the Event of a Lessor Default**

If an uncured event of default is committed by Lessor, Lessee will be entitled to any remedies available at law or in equity for breach of lease; however, damages will be limited to actual damages, excluding consequential and punitive damages, and damages will also be limited to Lessor's interest in the Property and will be subordinate to the rights of Lessor's lenders.

## **Article 14 INDEMNITIES AND REIMBURSEMENT**

### **14.1 General Indemnity**

Lessee agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, and hold harmless Lessor from and against any and all actual or alleged claims, damages, expenses, costs, fees (including but not limited to attorney, accountant, paralegal, expert, and escrow fees), fines, liabilities, losses, penalties, proceedings, and/or suits (collectively "Costs") that may be imposed on or claimed against Lessor, in whole or in part, directly or indirectly, arising from or in any way connected with (a) any act, omission, or negligence by Lessee or its partners, officers, directors, members, managers, agents, employees, invitees, or contractors; (b) any use, occupation, management, or control of the Premises or Property by Lease, whether or not due to Lessee's own act or omission; (c) any condition created in or about the Premises or Property by Lessee, including any accident, injury, or damage occurring on or about the Premises or Property during this Lease as a result of Lessee's use thereof; (d) any breach, violation, or nonperformance of any of Lessee's obligations under this Lease; or (e) any damage caused on or to the Premises or Property by Lessee's use or occupancy thereof. As used throughout Article 14, "Lessee" includes all of Lessee's partners, officers, directors, members, managers, agents, employees, invitees, and contractors.

#### **14.2 Environmental Indemnity**

Without in any way limiting the generality of the foregoing General Indemnity set forth in section 14.1, Lessee will be solely responsible for and agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, and hold harmless Lessor from and against all Environmental Costs claimed against or assessed against Lessor arising, in whole or in part, directly or indirectly, from acts or omissions of Lessee on or about the Premises or Property. Notwithstanding the foregoing, Lessee will not be responsible for, and does not indemnify Lessor for, any actions of Lessor or any other tenant that cause environmental damage or a violation of any Environmental Law on the Premises or Property.

#### **14.3 Reimbursement for Damages**

Lessee will fully compensate Lessor for harm to Lessor's real or personal property caused by the acts or omissions of Lessee. This compensation will include reimbursement to Lessor for any diminution in value of or lost revenue from the Premises or other areas of the Property or adjacent or nearby property caused by a Hazardous Substance Release, including damages for loss of, or restriction on use of, rentable or usable property or of any amenity of the Premises or Property, including without limitation damages arising from any adverse impact on the leasing or sale of the Premises or Property as a result thereof.

#### **14.4 Survival**

This Article 14 will survive the termination of this Lease with respect to all matters arising or occurring before surrender of the Premises by Lessee.

#### **14.5 Scope of Indemnity**

For purpose of this Article 14, references to "Lessor" are deemed to include its respective officers, directors, employees, agents, invitees, and contractors.

### **Article 15**

#### **ASSIGNMENT AND ESTOPPELS**

##### **15.1 Consent Required**

This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor.

**15.1.1 Lessor hereby consents to the sublease of the Premises to the Central Point Chamber of Commerce.**

##### **15.2 Estoppel Certificate**

Each Party agrees to execute and deliver to the other, at any time and within 20 days after written request, a statement certifying, among other things: (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, stating the modifications); (b) the dates to which Rent has been paid; (c) whether the other Party is in default in performance of any of its obligations under this Lease and, if so, specifying the nature of each such default; and (d) whether any event has occurred that, with the giving of notice, the passage of time, or both, would constitute a default and, if so, specifying the nature of each such event. Each Party will also include any other information concerning this Lease as is reasonably requested. The Parties agree that any statement delivered under this section 15.2 will be deemed a representation and warranty by the Party providing the estoppel that may be relied on by the other Party and by its potential or actual purchasers and lenders, regardless of independent investigation. If either Party fails to provide the statement within 20 days after the written request therefor, and does not request a reasonable extension of time, then that Party will be deemed to have given the

statement as presented and will be deemed to have admitted the accuracy of any information contained in the request for the statement.

## **Article 16 CONDEMNATION**

If the Premises or any interest therein is taken as a result of the exercise of the right of eminent domain or under threat thereof (a "Taking"), this Lease will terminate with regard to the portion that is taken. If either Lessee or Lessor determines that the portion of the Property or Premises taken does not feasibly permit the continuation of the operation of the facility by either the Lessee or Lessor, this Lease will terminate. The termination will be effective as of the date of the Taking. Any condemnation award relating to the Property or Premises will be the property of Lessor. Lessee will not be entitled to any proceeds of any such award, except Lessee will be entitled to any compensation attributed by the condemning authority to Lessee's relocation expense, trade fixtures, or loss of business.

## **Article 17 GENERAL PROVISIONS**

### **17.1 Covenants, Conditions, and Restrictions**

This Lease is subject and subordinate to the effect of any covenants, conditions, restrictions, easements, loans, mortgages, deeds of trust, ground leases, rights of way, and any other matters of record now or hereafter imposed on the Property and to any applicable land use or zoning laws or regulations. Lessee will, upon request of Lessor, execute and deliver agreements of subordination in the form reasonably requested by Lessor and described in section 17.22.

### **17.2 Nonwaiver**

Waiver by either Party of strict performance of any provision of this Lease will not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

### **17.3 Attorney Fees**

If any suit, action, or other proceeding (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Lease or to interpret or enforce any rights or obligations hereunder, the prevailing Party will be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees also applies to any administrative proceeding, petition for review, trial, and appeal. Whenever this Lease requires one Party to defend the other Party, the defense will be by legal counsel acceptable to the Party to be defended, understanding that claims are often covered by insurance with the insurance carrier designating the defense counsel.

### **17.4 Time of Essence**

Time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Lease.

### **17.5 No Warranties or Guarantees**

Lessor makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises or Property, or suitability of the Premises or Property for Lessee's use. Lessor will not be responsible for any loss, damage, or costs that may be incurred by Lessee by reason of any such condition.

### **17.6 No Implied Warranty**

In no event will any approval, consent, acquiescence, or authorization by Lessor be deemed a warranty, representation, or covenant by Lessor that the matter approved, consented to, acquiesced in, or authorized is appropriate, suitable, practical, safe, or in compliance with any applicable law or this Lease. Lessee will be solely responsible for such matters, and Lessor will have no liability therefor.

### **17.7 Construction**

In construing this Lease, all headings and titles are for the convenience of the Parties only and are not considered a part of this Lease. Whenever required by the context, the singular includes the plural and vice versa.

### **17.8 Lessor Consent or Action**

If this Lease is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard is the sole discretion of Lessor, rather than any standard of implied good faith or reasonableness. If Lessee requests Lessor's consent or approval under any provision of the Lease and Lessor fails or refuses to give the consent or approval, Lessee will not be entitled to any damages as a result of the failure or refusal, whether or not unreasonable.

### **17.9 Notices**

All notices required under this Lease will be deemed to be properly served when actually received or on the third Business Day (defined in section 17.16) after mailing, if sent by certified mail, return receipt requested, to the last address previously furnished by the Parties hereto in accordance with the requirements of this section 17.9. Until hereafter changed by the Parties by notice in writing, sent in accordance with this section 17.9, notices must be sent to the following addresses:

If to Lessor:   Freel & Associates, LLC  
                   P. O. Box 587  
                   Shady Cove, OR 97539

If to Lessee:   City of Central Point  
                   140 S. 3<sup>rd</sup> Street  
                   Central Point OR 97502

The addresses to which notices are to be delivered may be changed by giving notice of the change in address in accordance with this Notice provision.

### **17.10 Governing Law**

This Lease is governed by and will be construed according to the laws of the State of Oregon, without regard to its choice-of-law provisions. Any action or suit to enforce or construe any provision of this Lease by either Party will be brought in the Circuit Court of the State of Oregon for Josephine County.

### **17.11 Survival**

Any covenant or condition (including, but not limited to, environmental obligations and all indemnification agreements) set forth in this Lease, the full performance of which is not specifically required before the expiration or earlier termination of this Lease, and any covenant or condition that by its terms is to survive, will survive the expiration or earlier termination of this Lease and will remain fully enforceable thereafter.

### **17.12 Partial Invalidity**

If any provision of this Lease is held to be unenforceable or invalid, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties to the extent possible. In any

event, all the other provisions of this Lease will be deemed valid and enforceable to the fullest extent.

**17.13 Modification**

This Lease may not be modified except by a writing signed by the Parties.

**17.14 Successors**

The rights, liabilities, and remedies provided in this Lease will extend to the heirs, legal representatives, and, as far as the terms of this Lease permit, successors and assigns of the Parties. The words "Lessor," "Lessee," and their accompanying verbs or pronouns, whenever used in the Lease, apply equally to all persons, firms, or corporations that may be or become parties to this Lease.

**17.15 Limitation on Liability of Lessor**

The obligations under this Lease do not constitute any personal obligation of Lessor or any of its owners, members, partners, shareholders, officers, directors, or employees, and Lessee has no recourse against any of them. Lessor's liability under this Lease is strictly limited to whatever interest it holds in the Premises, subject to and subordinate to any rights of the lenders or secured creditors of Lessor.

**17.16 Calculation of Time**

Unless referred to in this Lease as Business Days, all periods of time referred to in this Lease include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period extends to include the next day that is not a Saturday, Sunday, or Legal Holiday. "Legal Holiday" means any holiday observed by the federal government. "Business Day" means any day Monday through Friday, excluding Legal Holidays.

**17.17 Exhibits Incorporated by Reference**

All exhibits attached to this Lease are incorporated by reference herein.

**17.18 Brokers**

Lessee and Lessor each represent to one another that they have not dealt with any leasing agent or broker in connection with this Lease, and each agrees to indemnify and hold harmless the other from and against all damages, costs, and expenses (including attorney, accountant, and paralegal fees) arising in connection with any claim of an agent or broker alleging to have been retained by the other in connection with this Lease. Lessee and Lessor acknowledge Jeanne Freel is a licensed Real Estate Broker in the State of Oregon and a member of Freel & Associates, LLC and her involvement in this contract is as a member of Freel & Associates, LLC with no commission owed by either party.

**17.19 Interpretation of Lease; Status of Parties**

This Lease is the result of arms-length negotiations between Lessor and Lessee and neither party shall be deemed to be the drafting party. Nothing contained in this Lease will be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship, between the Parties hereto.

**17.20 No Recordation of Lease**

This Lease will not be recorded.

**17.21 Force Majeure**

The time for performance of any of Lessee's or Lessor's obligations hereunder will be extended for a period equal to any hindrance, delay, or suspension in the performance of that Party's obligations, beyond the Party's reasonable control and directly impacting the Party's ability to perform, caused by any of the following events: unusually severe acts of nature,

including floods, earthquakes, hurricanes, and other extraordinary weather conditions; civil riots, war, terrorism, or invasion; any delay occurring in receiving approvals or consents from any governmental authority, including DEQ or other agency review of environmental reports (as long as an application for the approval or consent was timely filed and thereafter diligently pursued); major fire or other major unforeseen casualty; labor strike that precludes the Party's performance of the work in progress; or extraordinary and unanticipated shortages of materials (each a "Force Majeure Event"). Lack of funds or willful or negligent acts of a Party will not constitute a Force Majeure Event. Further, it will be a condition to any extension of the time for a Party's performance hereunder that the Party notify the other Party within five Business Days following the occurrence of the Force Majeure Event and diligently pursue the delayed performance as soon as is reasonably possible.

#### **17.22 Subordination**

This Lease is subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed on the Property, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any Security Devices (in this Lease together referred to as "Lenders") have no liability or obligation to perform any of the obligations of Lessor under this Lease.

#### **17.23 Attornment**

If Lessor transfers title to the Property, or the Property is acquired by another upon the foreclosure or termination of any security interest to which this Lease is subordinated, (a) Lessee will, subject to the nondisturbance provisions of section 17.24, attorn to the new owner and, on request, enter into a new lease containing all the terms and provisions of this Lease, with the new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and the new owner; and (b) Lessor will thereafter be relieved of any further obligations hereunder and the new owner will assume all of Lessor's obligations, except that the new owner will not: (i) be liable for any act or omission of any prior lessor or with respect to events occurring before acquisition of ownership; (ii) be subject to any offsets or defenses that Lessee might have against any prior lessor; (iii) be bound by prepayment of more than one month's rent, or (iv) be liable for the return of any security deposit paid to any prior lessor.

#### **17.24 Nondisturbance**

With respect to any loan agreement or other security agreement entered into by Lessor after the execution of this Lease (a "Subsequent Loan"), Lessee's subordination of this Lease will be subject to Lessee's receipt of a commercially reasonable nondisturbance agreement (a "Nondisturbance Agreement") from the lender of the Subsequent Loan that provides that Lessee's possession of the Premises, including any options to extend the term hereof, will not be disturbed as long as Lessee is not in default of this lease and attorns to the record owner of the Premises.

#### **17.25 Capacity to Execute; Mutual Representations**

Lessor and Lessee each warrant and represent to one another that this Lease constitutes a legal, valid, and binding obligation of that Party. Without limiting the generality of the foregoing, each Party represents that its governing board has authorized the execution, delivery, and performance of this Lease by it. The individuals executing this Lease each warrant that they have full authority to execute this Lease on behalf of the entity for whom they purport to be acting.

**17.26 Entire Agreement**

This Lease, together with all exhibits attached hereto and by this reference incorporated herein, constitutes the entire agreement between Lessor and Lessee with respect to the leasing of the Premises.

**17.27 Counterparts**

This Lease may be executed in one or more counterparts.

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the Effective Date.

LESSOR

By:



Print Name:

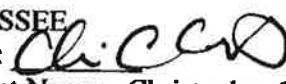
CDANIO FREEL

As Its:

MANAGING MEMBER

LESSEE

By:



1/17/17

Print Name:

Christopher Clayton

As Its:

City Manager

Attachment: Original Lease Agreement (1248 : Central Point Chamber Lease Extension Agreement)



## Exhibit A

## Legal Description - 650 E. Pine St, Central Point

Lots 1,2,3 and 4, Block 43, of the City of Central Point, Jackson County, Oregon , according to the Official Plat thereof, now of record.

(Map 372W02CC Tax Lot 6900)

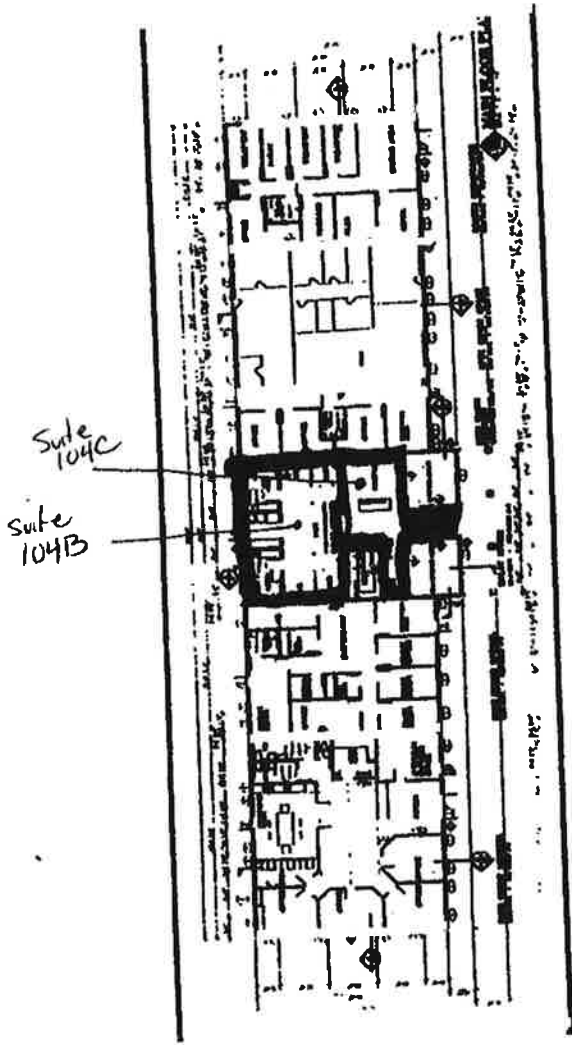
NOTE: This legal description was created prior to January 1, 2008

Tax Parcel Number 1-013395-5

City of CP  
Chamber

Exhibit B

**DESCRIPTION OF IMPROVEMENTS**



**LEVEL ONE FLOOR PLAN**

Attachment: Original Lease Agreement (1248 : Central Point Chamber Lease Extension Agreement)

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

**A RESOLUTION APPROVING A 2-YEAR EXTENSION OF THE LEASE AGREEMENT BETWEEN THE CITY OF CENTRAL POINT AND FREEL & ASSOCIATES, LLC COVERING THE PREMISES LOCATED AT 650 EAST PINE STREET**

**RECITALS:**

- 1. In January 2017, the City Council approved a new agreement with the Central Point Chamber of Commerce for the operation of the Visitors Information Center.
- 2. Part of the operating agreement included the lease agreement covering the premises located at 650 East Pine Street.
- 3. The lease agreement expired on December 31, 2019, and City staff has worked with the property owners to negotiate a 2-year extension which covers the period January 1, 2020, to December 31, 2021.

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

To approve a 2-year extension (January 1, 2020 – December 31, 2021) of the lease agreement between the City of Central Point and Freel & Associates, LLC covering the premises located at 650 East Pine Street.

Passed by the Council and signed by me in authentication of its passage this 27th day of February 2020.

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

**ATTEST:**

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

Attachment: RESO Central Point Chamber Lease Extension Agreement (1248 : Central Point Chamber Lease Extension Agreement)



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

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|                         |  |                        |                |
|-------------------------|--|------------------------|----------------|
| <b>TO:</b>              | City Council                                   | <b>DEPARTMENT:</b>     | Public Works   |
| <b>FROM:</b>            | Matt Samitore, Parks and Public Works Director |                        |                |
| <b>MEETING DATE:</b>    | February 27, 2020                              |                        |                |
| <b>SUBJECT:</b>         | Little League Report - 2020                    |                        |                |
| <b>ACTION REQUIRED:</b> | Information/Direction                          | <b>RECOMMENDATION:</b> | Not Applicable |

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#### BACKGROUND INFORMATION:

In 2019 The City contracted with a local architect to analyze the fields associated with the Central Point Little League facility. The goals of this analysis were to determine the financial viability of a long-term partnership to upgrade the little league facilities to allow for a summer softball program to be established by the City in the upcoming years.

The architect's report is attached. Since the time of the report, the Central Point Little League Board has "turned over," and the current leadership group has been making quite a few improvements to the facility.

At the time of this report, the City has not been able to have a sit down meeting with the new leadership to review the report findings and explore long term ideas. However, email correspondence on the subject of a meeting has been encouraging.

The City, ideally, would be looking at upgrading two fields, the lighting, water, and concession stand, all of which would be necessary to facilitate a city-operated softball league/program.

The 2019 estimates are around \$300,000 to complete the upgrades mentioned above. However, this estimate does not include a waterline extension and sewer lateral connection, which have an additional estimated cost of \$200,000. As of today, no budget appropriation has been programmed in the 19/21 FY budget for upgrades to the little league facility.

Staff is looking for feedback from the Council on how to proceed with a long term use agreement and facility upgrades.

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**FINANCIAL ANALYSIS:** None at this time.

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**LEGAL ANALYSIS:** N/A

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

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:** None at this time.

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**RECOMMENDED MOTION:** None at this time.

---

**ATTACHMENTS:**

1. 190816\_arkitek\_cp\_softball
2. 190809\_cp little league drawing

## Central Point Little League Field Evaluation

### i. Project Information

|                  |   |
|------------------|---|
| Date:            | 8/6/2019  |
| Subject Site:    | Central Point Little League<br>2935 Hanley Rd.<br>Central Point, OR 97502 |
| Map & Tax Lot #: | 372W15 1302   |
| Zoning:          | EFU (Exclusive Farm-Use)  |
| Property Owner:  | Central Point Little League   |
| Total Acreage:   | 14.56 acres   |
| Property Class:  | 6-28  |

### ii. Report Overview

This report includes an inventory and an analysis of the existing fields, facilities, and site amenities of the Central Point Little League property. The contents of this report will be utilized in the creation of an action plan for the potential adaptation of the site to meet the immediate needs/goals of the Central Point Softball League.

### iii. Report Contents

- a) Facilities
  - i) Baseball field existing conditions
  - ii) Site utilities: potable water, sewer, electric
  - iii) Irrigation at fields
  - iv) Concession stand
  - v) Light fixtures
  - vi) Fencing
  - vii) Landscape features
  
- b) Phase 1 Basic Site Improvement Needs
  - i) Extend sewer, potable water
  - ii) Adapt existing concession stand
  - iii) Adapt existing fields 3 and 5
  - iv) Lighting for night games
  - v) Portable toilets
  - vi) Adapt parking, if necessary

## Site Description

The Central Point Little League site consists of six baseball fields; (1) Major League Baseball regulation field, (2) Softball regulation fields, (2) Little League regulation baseball fields, and (1) Little League regulation Tee Ball field. The total site area is 14.56 acres (634,233 square feet) with approximate overall site coverage of 43% baseball fields, 20% parking areas, and 1.2% structures.



Attachment: 190816\_arkitek\_cp\_softball (1249 : Little League Report)

The fields of interest for this study are Field #3 and Field #5. Each field comprises of two dugout structures for the players, two sets of bleachers for the audience and an announcers booth.

Within the site there are two primary existing buildings with a combined total building footprint of approximately 2,950 square feet. The first building is used as a concession stand and office for the Central Point Little League. The second building is used for storage and to house the potable water tank for site users during the playing season.

Potable water is delivered by truck and tested frequently for safety. Mature shade trees are located adjacent to the concession stand and storage building with picnic benches underneath.

Agricultural water is available from nearby Hopkins Canal and distributed for field irrigation with industrial sprinklers. There is a pump station located to the west of the storage building, which distributes the water to each field. Electricity is available to the site from overhead lines from the southern end of the property, with a transformer located to the west of the storage building.

Vehicular parking is accessed by three driveway aprons off Hanley Road with parking located along the east side of the fields, and handicap parking located directly next to the entrance of the fields. Abutting zoning is EFU to the North, South, and West and RR-2.5 to the Southeast with the Crater Lake Boy Scouts and a cellular tower station directly to the north. Additional adjacencies include Hopkins Canal and Jackson Creek.

## Facility Analysis

### i. Baseball Field Existing Conditions

#### Field #3-Major League Baseball Regulation Field



Condition:

Field #3 is the furthest field from the entrance. The fence surrounding the field is intact. There are small trees growing around the perimeter of the fence. To the Southwest corner of the field has a pile of discarded



bleachers, lights, and other material outside the field fence line. The field has three vacant light posts near the north side of the field. There are three structures near the field; two dugouts and one announcer's booth. The dugouts are on a poured cement foundation with 2x4 framing, and plywood siding. The announcer's booth is comprised of 2x4 framing w/ plywood siding, and a set of stairs leading up to the booth. The structures have visible rot on the exterior wood and roof. The foundation pad appears to be in good condition, and the stairs leading up to the announcers booth have visible rot. The grass within the field is dead and requires reseeding. All of the bases/plates are intact including the pitcher's mound.

#### Field #5-Regulation Softball Field



#### Condition:

Field #5 is near the concession stand and adjacent to the cell tower. The fence surrounding the field is intact. The field is surrounded by four field light posts with the lights intact. There are three structures near the field; two dugouts and one announcer's booth. The dugouts are on a poured cement foundation with 2x4 framing, and plywood siding. The announcer's booth is comprised of 2x4 framing w/ plywood siding, and a set of stairs leading up to the booth. The structures have visible rot on the exterior wood and roof. The foundation pad appears in good condition, and the stairs leading up to the announcers booth have visible rot. There are two sets of bleachers for the viewers to sit on. The grass within the field is dead and requires reseeding. All of the bases/plates are intact including the pitcher's mound.

Announcers Booth and Dugouts*Stairs up to Announcer's Booth.**Inside Dugout Structures*ii. Site Utilities: Potable Water, Sewer, ElectricPotable Water

There is no access to drinking water on site. Drinking water is stored in a tank located at the storage building. The drinking water is delivered by truck during the playing season.

Sewer

There is no connection to the City sanitary or storm sewer system. The concession stand appears to have a sewer drain line on the exterior.

Electric

Electricity is available on site with overhead lines and connected to an exterior service meter. The field lights appear to have electricity and are controlled via an exterior circuit breaker. The concession stand also appears to have available electrical service. The electrical current/ampage was not tested during the site visit and it is recommended to hire an electrical contractor for further inspection.

*Exterior meter on site.**Field light exterior circuit breaker.**Concession stand electricity.*

iii. **Irrigation at Fields**

Agricultural water rights for field irrigation are provided via Hopkins Canal to the south. A pump is located to the west of the storage building with a 4" inlet and to a 3" main line which distributes water throughout the site. Industrial sprinklers are used to water the fields and are controlled with a valve located on each field. The pump has visible exterior rust. The industrial sprinkler on site has exterior rust and shows signs of weathering.



*Pump outside storage building.*



*Water valve located at each field.*



*Industrial sprinkler available.*

iv. **Concession Stand**

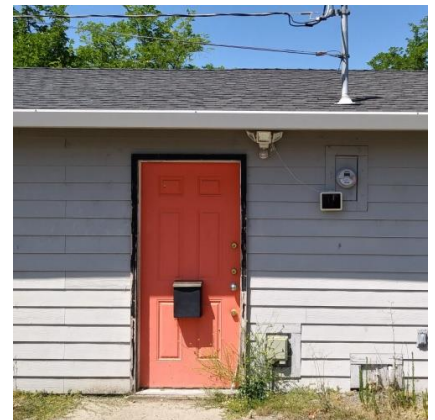
The Concession Stand is approximately 2,128 square feet and located near the front of the site adjacent to the parking lot. Electricity is available on site with overhead lines and down to a exterior meter on the side of the building. Telephone/Data infrastructure is provided via an exterior telephone jack on the building. There appears to be a sewer line on the exterior of the building. The building is on a concrete poured foundation pad, with lap siding, and concession windows. The building is in functional condition, with no visible exterior rot, or exterior damage. The rear building has security cameras as well as solar exterior lighting. Gutters and Roof are in good condition and appear to be functioning. There are mature shade trees adjacent to the concession area and with picnic benches underneath.



*North exterior side of concession stand.*



*West exterior side with security cameras and lighting.*



*South exterior side entrance.*

Attachment: 190816\_arquitek\_cp\_softball (1249 : Little League Report)

#### v. Light Fixtures

There are light posts with field lights surrounding the baseball fields. The posts are a mixture of wooden utility poles and steel poles supported by an exposed concrete pier foundation. It appears that the field lights are provided with power; however they were not tested during site visit. The field lights appear to have electricity and operated with an exterior circuit breaker. The light post and light fixtures appear to be in good visible condition.



*Steel pole with field light and exposed concrete pier foundation.*



*Utility pole with field light.*

#### vi. Fencing

Perimeter fencing of the field consists of chain link fencing and poles, with plastic safety tubing around the top portion. The fencing around the parking lot is wooden pole fencing. At the entrance there are three large metal gates for vehicular access. The chain link fence appears to be in good condition, however some of the metal poles have visible exterior rust. The wood fencing around the parking lot is intact and the three large metal gates appear to be in good condition.



*Chain link fence around the perimeter of the fields.*



*Wood fencing around parking lot.*

## vii. Landscape Features

The landscape is dry and open. There is a cluster of mature trees around the concession stand to offer shade for the picnic tables underneath. A few small trees surround some of the fields. A cluster of shrubs is located in the far Southwest corner of the site, indicating an area of soil saturation.



*Aerial drone photograph of site.*

### Phase 1 Basic Site Improvement Needs

In order for the potential adaptation of the site to meet the immediate needs/goals of the Central Point Softball League the following modifications should be made:

- Extend city infrastructure services; including sewer and potable water to site.
- Renovate existing concession stand for public usage; including potential commercial kitchen certification.
- Provide and install Irrigation infrastructure and controllers for fields 3 and 5; new sod/reseeding.
- Repair and Upgrade to LED Site Lighting infrastructure for night games.
- Provision of portable toilets.
- Delineate and Stripe existing gravel Parking Lot.

|   | Area      | Count     | Cost Per Unit | Estimated Cost  |
|---|-----------|-----------|---------------|-----------------|
| <b>Renovate existing concession stand</b> <ul style="list-style-type: none"> <li>Exterior maintenance</li> <li>Interior maintenance</li> <li>Upgrade kitchen equipment</li> <li>Upgrading electrical, plumbing, and gas lines</li> </ul>  | 2,128 SF  | 1         | \$85/ SQ FT   | \$185,130       |
| <b>Repair and upgrade to LED site lighting</b> <ul style="list-style-type: none"> <li>Primary and secondary feeds</li> <li>Switchgear and transformers</li> <li>LED field lights, and brackets</li> </ul>   | -         | 24 Lights | \$700         | \$16,800        |
| <b>Scoreboards</b>  | -         | 2         | \$3,000       | \$6,000         |
| <b>Provision of portable toilets</b>  | -         | 3         | \$150/mo.     | \$350 per month |
| <b>Delineate and stripe existing parking lot</b> <ul style="list-style-type: none"> <li>Clearly marked designated spaces for emergency or other kinds of access</li> <li>Adequate pullout and turnaround areas to ensure visitor safety</li> <li>Clearly designated parking areas for visitor use</li> <li>Placement of landscape timber wheel stops</li> </ul> | 11,650 SF | 1         | \$.50/ SQ FT  | \$5,825         |
| <b>Renovate existing dugouts</b> <ul style="list-style-type: none"> <li>Demolition and replacement of existing structures</li> </ul>  | 240 SF    | 4         | \$25/ SQ FT   | \$24,000        |
| <b>Renovate announcers booth</b> <ul style="list-style-type: none"> <li>Demolition and replacement of existing structures</li> </ul>  | 105 SF    | 2         | \$45/ SQ FT   | \$5,200         |
| <b>New Bleachers</b>  | -         | 4         | \$2,000       | \$8,000         |
| <b>Baseball field maintenance</b> <ul style="list-style-type: none"> <li>Layout</li> <li>Earthwork</li> <li>Drainage</li> </ul>   | 5,600 SF  | 2         | \$10/ SQ FT   | \$56,000        |

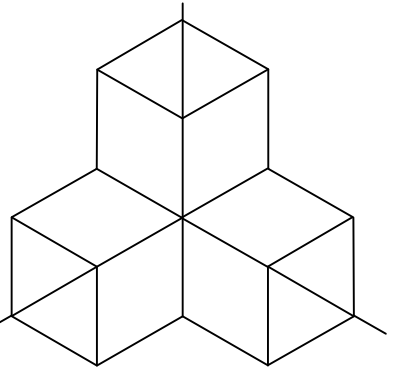
Attachment: 190816\_arkitek\_cp\_softball (1249 : Little League Report)

Estimated Sub-Total Cost(Excluding City Infrastructure Cost of Water/Sewer Services): \$307,305.00

# CENTRAL POINT SOFTBALL LEAGUE SITE

2935 HANLEY RD.  
CENTRAL POINT, OR

arkitek:  
design and  
architecture, llc.



426 a street  
ashland, or 97520  
tel.: 541.591.9988

## PROJECT INFORMATION

PROJECT NAME: CENTRAL POINT LITTLE LEAGUE  
PROJECT DESCRIPTION: LAND USE STUDY  
ADDRESS: 2935 HANLEY RD.  
CENTRAL POINT, OR 97502  
MAP & TAX LOT: 372W15 1302

## CLIENT INFORMATION

NAME: CENTRAL POINT LITTLE LEAGUE  
ADDRESS: 2935 HANLEY ROAD  
CENTRAL POINT, OR 97502

## NARRATIVE

THIS PROJECT INCLUDES AN IN-DEPTH ANALYSIS OF EXISTING FIELD AND FACILITIES, FOLLOWED BY AN ACTION PLAN FOR ADAPTING THE SITE TO MEET THE IMMEDIATE NEEDS/GOALS OF THE SOFTBALL LEAGUE.

## ZONING INFORMATION

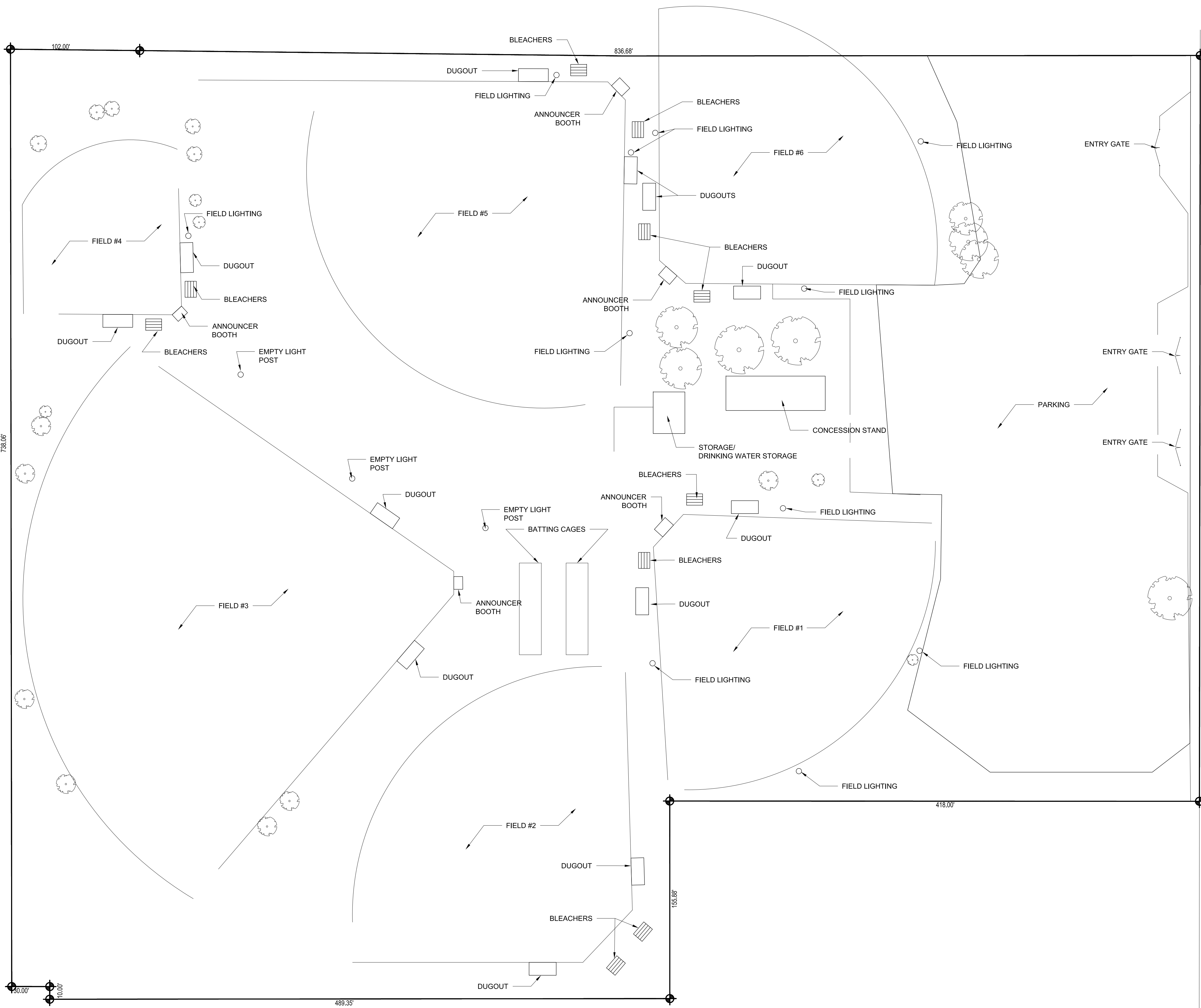
ZONING: EFU  
SETBACKS:  
FRONT: MINIMUM 20'  
SIDE: MINIMUM 20'  
REAR: MINIMUM 20'  
BUILDING HEIGHT: 35'  
MAX LOT COVERAGE: -

## PLANNING SUMMARY

| LOT AREA COVERAGE      | AREA      | % OF LOT |
|------------------------|-----------|----------|
| TOTAL LOT AREA         | 634233 SF | 100.0%   |
| MAX ALLOWABLE COVERAGE | -         | -        |
| EXISTING STRUCTURES    | 7330 SF   | 1.2%     |
| BASEBALL FIELDS        | 272801 SF | 43.0%    |
| TOTAL LOT COVERAGE     | 280131 SF | 44.2%    |
| TOTAL LANDSCAPE AREA   | -         | -        |

## PARKING CALCULATIONS

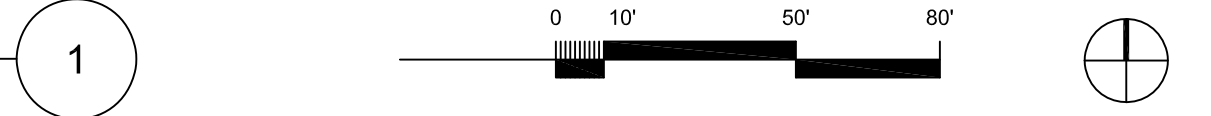
| EXISTING             | COUNT |
|----------------------|-------|
| STANDARD             | -     |
| ACCESSIBLE           | -     |
| TOTAL PARKING SPACES | -     |



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## CENTRAL POINT LITTLE LEAGUE LAND USE STUDY

SCALE: 1"=40' ON 24 X 36 1"=80' ON 11 X 17



1

| Revision | Date |
|----------|------|
|          |      |
|          |      |
|          |      |
|          |      |

|            |          |
|------------|----------|
| Date       | 8/6/19   |
| Job        | 19-022   |
| Drawn By   | RC       |
| Checked By | RC       |
| Scale      | AS NOTED |

## LAND USE STUDY

Drawing Title

Drawing No.

# A1

Attachment: 190809\_cp little league drawing (1249 - Little League Report)



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

|                         |  |                        |              |
|-------------------------|--|------------------------|--------------|
| <b>TO:</b>              | City Council                                   | <b>DEPARTMENT:</b>     | Public Works |
| <b>FROM:</b>            | Matt Samitore, Parks and Public Works Director |                        |              |
| <b>MEETING DATE:</b>    | February 27, 2020                              |                        |              |
| <b>SUBJECT:</b>         | Community Center Update                        |                        |              |
| <b>ACTION REQUIRED:</b> | Information/Direction<br>Consent Agenda Item   | <b>RECOMMENDATION:</b> | Approval     |

#### BACKGROUND INFORMATION:

At the 2/20/2020 Parks Commission Meeting, the City held its first open house on the potential Community Center. There were quite a few residents who attended (approximately 50). The majority of the comments were related to the following:

1. General questions about funding and the cost of construction and operations.
2. Questions from the local residents about site selection and displeasure of it being in their neighborhood.
3. General observations about the amount of provided parking.
4. Making sure the new Community Center can be used by the whole community.
5. Questions about multi-generational space and the senior center.

Staff will present the “fly-thru” and a general overview of the center at the City Council meeting.

**FINANCIAL ANALYSIS:** N/A

**LEGAL ANALYSIS:** N/A

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:** N/A

**STAFF RECOMMENDATION:** N/A.

**RECOMMENDED MOTION:** N/A





## City of Central Point Staff Report to Council

### ISSUE SUMMARY

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|                         |  |                        |                |
|-------------------------|--|------------------------|----------------|
| <b>TO:</b>              | City Council                               | <b>DEPARTMENT:</b>     | City Manager   |
| <b>FROM:</b>            | Chris Clayton, City Manager                |                        |                |
| <b>MEETING DATE:</b>    | February 27, 2020                          |                        |                |
| <b>SUBJECT:</b>         | Regional Water Rights Strategy Development |                        |                |
| <b>ACTION REQUIRED:</b> | Information/Direction                      | <b>RECOMMENDATION:</b> | None Forwarded |

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#### BACKGROUND INFORMATION:

##### Introduction

GSI Water Solutions, Inc. (GSI) is assisting the Partner Water Providers (Partners) to develop a water rights strategy. The Partners include the Cities of Ashland, Central Point, Eagle Point, Jacksonville, Phoenix, and Talent (jointly the Partner Cities) and Medford Water Commission (MWC). In early 2019, the Partners signed a Cooperative Agreement to develop the strategy recognizing the benefits of mutual cooperation and the vital importance of providing source water to their respective customers for public health, safety and welfare, and for sustaining economic development.

The water rights strategy focuses on the Partners' water rights and water supply associated with the MWC Duff Water Treatment Plant (Duff WTP) on the Rogue River. During the months of May through September (peak season), much of the MWC's water supply and all of the Partner Cities' water supply is treated at the Duff WTP. During this peak season period, the Partner Cities currently rely on water rights they have obtained and hold Treat and Transport agreements with the MWC.

As the Partners plan for their long-term water supply needs, it is important that they have a full understanding of the status of their water rights and develop a common strategy to protect and secure them. The water rights strategy is intended to meet those needs.

##### Process

To develop the water rights strategy, GSI initially prepared a comprehensive water rights summary, which enabled the Partners to develop a shared understanding of the water rights at the Duff WTP. Next, GSI developed a consolidated water demand projection for each of the Partners, which included the maximum anticipated demands for the years 2030, 2040 and 2070.

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GSI then compared the Partners' individual and collective demands with their water rights. This evaluation showed that some of the Partners' water rights will likely provide them with sufficient supply past the year 2070, while other Partners' water rights do not provide sufficient water supply to meet current demands. The evaluation also showed that if the Partners shared their water supplies, they would have sufficient supply to meet all of their demands through 2070.

### **Goals, Interests and Priorities for Water Rights Strategy**

The above-described differences between the Partners' water rights and projected water demands demonstrate the value of a strategy related to the Partner water rights at the Duff WTP. The strategy is intended to meet the following goals, interests, and priorities:

1. Ensure that the water rights at the Duff WTP are strategically managed.
2. Secure a long-term water supply for all Partners.
3. Eliminate the need for Partners to unnecessarily purchase additional water rights.
4. Retain each Partners' ownership of its existing water rights and create opportunities to
5. obtain value for the water rights.
6. Treat White City, Elk City and Charlotte Ann Water Districts, and other customers
7. served by MWC outside of its service area (Outside Customers) equitably.

### **Strategic Management of Partners' Existing Water Rights**

GSI recommends that the Partners consider developing a coordinated approach to managing their water rights and water supply. This coordination could include not only coordinated management of the water rights at the Duff WTP, but also creation of an opportunity for the Partners to share their combined water supplies. Coordination will also be necessary to strategically secure the 20 existing water rights at the Duff WTP. Additionally, if the Partners established a combined water supply, it could address the imbalances between water rights and projected water demands that have been previously described, and eliminate the need for the purchase of additional water rights to meet their individual needs. Further, establishing a combined water supply could provide the Partners with some level of supply redundancy; that is, the arrangement could enable each Partner to obtain water from more than one source of supply.

### **Conceptual Framework for Water Supply Sharing**

GSI and the Partners considered multiple approaches to sharing water supply. Based on GSI's understanding of the Partners' goals, interests, and priorities, as well as the Partners' water supplies and demands, GSI recommended an approach that provides an opportunity to meet the Partners' near-term and long-term goals without jeopardizing any of the Partners' water rights. In addition, the Partners would pool their water rights to establish a diverse water rights portfolio.

Under the recommended option, the Partner Cities and MWC would enter into an intergovernmental agreement (IGA) to work together on regional water supply. The IGA would describe how the water rights and water supply would be shared, which would occur in two phases. Until the Duff WTP capacity was expanded to 100 cfs in approximately 2028, the Partner Cities and the Outside Customers would share their water supplies. MWC could track each entity's water use and compare that with the entity's individual water rights to determine whether any compensation was required for use of another entity's water rights. Additionally, the Partners would follow an agreed-upon strategy to request water right certificates for their

water rights.

In the second phase of this option, the MWC would modify its agreements with the Partner Cities and Outside Customers and would begin to provide them with surplus water. The water rights held by the MWC and the Partner Cities would be placed into a regional water supply pool, which would be managed by the MWC. This would result in the Partners having a diverse water supply portfolio. The Partner Cities would retain ownership of their water rights, and the IGA would include a mechanism by which any of the Partner Cities could withdraw from the group.

The MWC would compensate the Partner Cities for any Operation and Management (O&M) costs it incurred associated with contracts for stored water that was being used by the Partners. The MWC would also provide Partner Cities with compensation (based on negotiations between each Partner City and the MWC) for water rights used by the Partners. The rate the Partner Cities pay to the MWC would reflect these expenses.

### **Summary of Recommended Option**

The option recommended by GSI provides an approach to meeting the Partners' near-term and long-term water supply goals without jeopardizing any of the Partners' collective water rights. In the near term, the recommended option provides a method for the Partner Cities and MWC on behalf of the Outside Customers to initiate a shared water supply strategy. It then changes relatively quickly to reset the relationship with the MWC, which would then provide surplus water supply to the Partner Cities and Outside Customers. In addition, the Partners would pool their water rights to establish a diverse water rights portfolio. Finally, this option minimizes water rights transactions, such as extensions of time for permits and transfers, and decreases the risks associated with these transactions.

### **Next Steps**

Establishing a water-sharing agreement will require completing a series of steps or actions. The following is a brief summary of some of the actions that will be required:

1. The Partners' staff communicate with their councils/boards, and seek approval to develop
2. a scope of work to develop an IGA.
3. Staff develop the scope of work for drafting the IGA, and take the scope of work to city
4. councils/ board for approval.
5. Staff develop a draft IGA.
6. Staff take the draft IGA to their city councils/board for review and approval.

*\*Background information provided via a GSI Water Solutions, Inc. Executive Summary Memorandum.*

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### **FINANCIAL ANALYSIS:**

The development of a regional water rights strategy has the potential to provide significant savings for regional tax/ratepayers.

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### **LEGAL ANALYSIS:**

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The development of a regional water rights strategy IGA will directly involve the Central Point City Attorney.

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

Proactive Government and Citizen Involvement

Goal 1- Build strong relationships between government and its citizens.

Strategies:

(a) Initiate effective communication by implementing varied methods to reach as many citizens as possible (e.g..Town Hall meetings, social gatherings, reestablish gathering places (businesses/homes), build upon existing, events, set up kiosks, local newspaper/newsletter/website, marketing/advertising, personal contact);

(b) Collaborate with other governmental agencies, public and private enterprises, pooling resources ( e.g. School District #6, RCC/SOU, Library, Theater, RVCOG, Chamber of Commerce);

(c) Regularly survey the needs of citizens.

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**STAFF RECOMMENDATION:**

Staff is requesting City Council direction regarding the development of an IGA related to regional water rights strategy.

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**RECOMMENDED MOTION:**

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**ATTACHMENTS:**

1. Feb 27 City Council Presentation

# Water Rights Strategy for Partner Water Providers

Medford Water Commission, and  
Cities of Ashland, Central Point,  
Eagle Point, Jacksonville, Phoenix  
and Talent



# Overview

- Historical Context
- Duff WTP
  - 20 water rights
  - Held by MWC and 6 Partner Cities
- Certification must be strategic
- Other benefits of coordination
  - Redundancy / flexibility
  - Long-term water supply
  - Efficient use of public resources

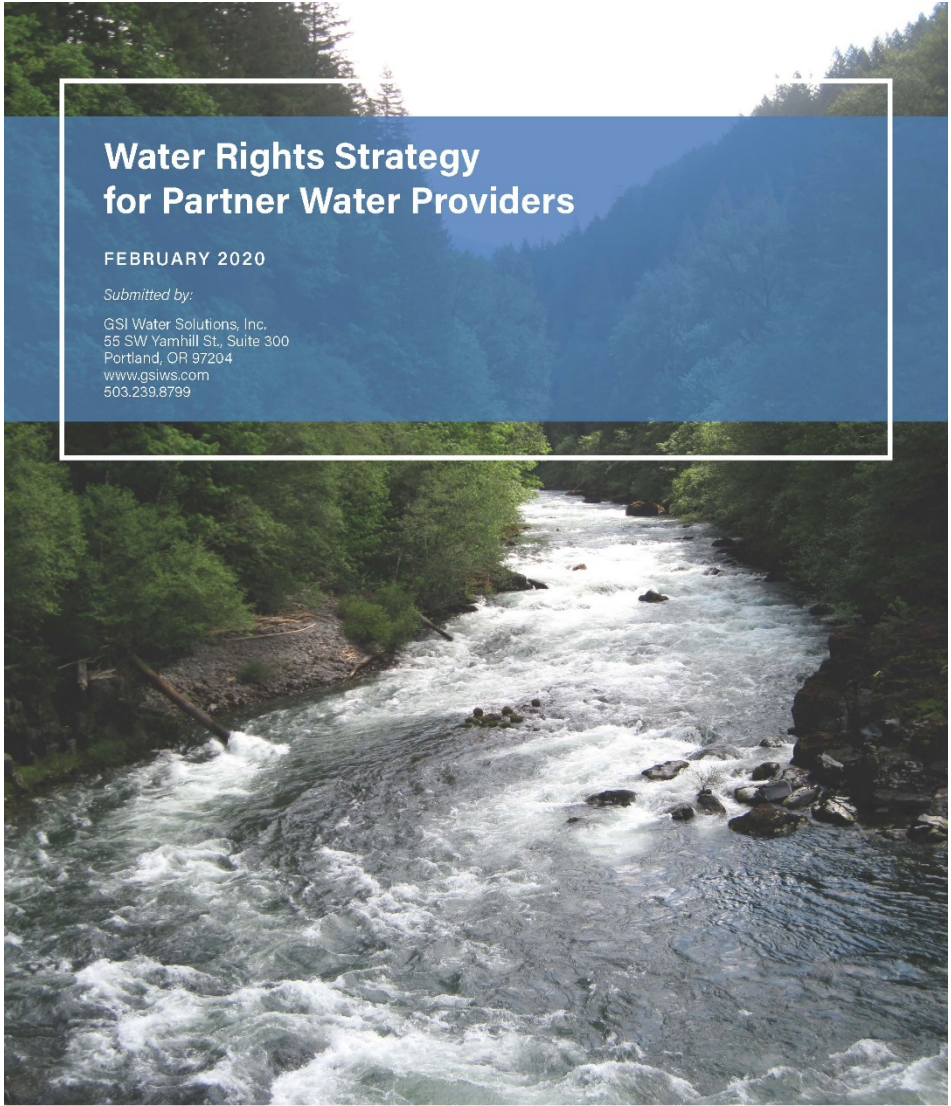
# Project Activities

- Confirm understanding of Partners' water rights
- Project Partners' water demands
- Compare Partners' water rights to demands
- Describe governance structures for water sharing groups
- Develop water rights strategy

# Current Status

- Partners are seeking concurrence to develop a scope of work to draft an Intergovernmental Agreement (IGA)





**Water Rights Strategy  
for Partner Water Providers**

FEBRUARY 2020

*Submitted by:*  
 GSI Water Solutions, Inc.  
 55 SW Yamhill St., Suite 300  
 Portland, OR 97204  
 www.gsiws.com  
 503.239.8799



# Water Rights Summary

# MWC Water Rights at Rogue River Intake (Duff WTP)

| Water Right       | Source              | Rate cfs (mgd)                           |
|-------------------|---------------------|--|
| Certificate 86832 | Rogue R.            | 60.85 (39.3)                             |
| Permit S-23210    | Rogue R.            | 39.15 (25.3)                             |
| Permit S-54935    | Big Butte watershed | "All remaining unappropriated waters..." |

# Partner Cities' Water Rights at Duff WTP

| City          | Rate (cfs) | Volume (AF) |
|---------------|------------|-------------|
| Ashland       | N/A        | 1,000       |
| Central Point | 5.306      | 1,113.6     |
| Eagle Point   | 6.27       | 1,860.94    |
| Jacksonville  | N/A        | 600         |
| Phoenix       | 8.1        | 1,000       |
| Talent        | N/A        | 1,292       |

# Comparison of Water Rights and Water Demands

# MWC's Projected Demands

|                | 2030  | 2040   | 2070   |
|----------------|-------|--------|--------|
| MDD Rate (mgd) | 53.53 | 59.16  | 73.08  |
| Volume (MG)    | 9,629 | 10,682 | 13,280 |

# Partner Cities' Water Demands (MDD)

| City          | 2030 (mgd) | 2040 (mgd) | 2070 (mgd) |
|---------------|------------|------------|------------|
| Ashland       | 3.0        | 3.0        | 3.0        |
| Central Point | 8.37       | 9.76       | 15.01      |
| Eagle Point   | 4.52       | 5.00       | 6.74       |
| Jacksonville  | 1.88       | 2.16       | 3.28       |
| Phoenix       | 2.63       | 3.13       | 5.07       |
| Talent        | 2.45       | 2.82       | 4.21       |

# Partner Cities' Water Demands (Volume, May-Sept)

| City          | 2030 (MG) | 2040 (MG) | 2070 (MG) |
|---------------|-----------|-----------|-----------|
| Ashland       | 326       | 326       | 326       |
| Central Point | 791       | 922       | 1418      |
| Eagle Point   | 445       | 453       | 610       |
| Jacksonville  | 202       | 232       | 353       |
| Phoenix       | 338       | 402       | 651       |
| Talent        | 205       | 236       | 352       |



# Outside Customer Projected Demands (Volume, May-Sept)

| 2030 (MG) | 2040 (MG) | 2070 (MG) |
|-----------|-----------|-----------|
| 922       | 1,160     | 1,492     |

# Water Rights Strategy

# Water Rights Strategy

- Water rights certification strategy
- Water sharing and governance strategy

# Certification Factors Considered

- Development deadline
- Type of water right (permit, transfer)
- Projected water demand
- Water right limitations
- Equity
- Goal to minimize transactions

# Certification Strategy

- Generally certificate Partner Cities' water rights 1<sup>st</sup>
  - Near-term development deadlines
  - (2035 or sooner)
- Certificate MWC permit later
  - Starting at 100 cfs capacity
  - Development deadlines – 2050 & 2056
- Exception – “volume only” rights

# Water Sharing Strategy - Goals, Interests, Priorities

- Strategically manage water rights at Duff WTP
- Ensure long-term supply for Partners
- Eliminate unnecessary W.R. purchases
- Partners retain ownership of W.R.s
- Opportunity to obtain value for W.R.s
- Treat “outside customers” equitably

# Reasons for Coordination

- Coordinated management to secure water rights at Duff WTP
- Opportunity to share water supplies
- Eliminate need for additional rights
- Supply redundancy / flexibility

# Recommended Supply Sharing

- GSI recommended approach
  - Meets goals, interests, priorities
  - Meet near- and long-term goals
  - Does not jeopardize water rights
  - Allow pooling of water rights
- MWC and Partner Cities enter IGA for regional water supply



# Recommended Supply Sharing

- Two Phases to IGA with MWC and Partner Cities
  - At current WTP capacity – until ~2028
  - When WTP capacity increases to 100 cfs

# Recommended Supply Sharing

- At current WTP capacity, Partner Cities & outside customers share supply
  - MWC tracks water use vs water rights
  - Follow strategy to request water right certificates
  - Continue developing collaboration

# Recommended Supply Sharing

- At WTP capacity of 100 cfs Partner Cities/Outside Customers enter into surplus water agreements with MWC
  - Water rights placed into regional water supply pool
    - Cities retain ownership
    - Opportunity to withdraw from group
  - Compensation for Cities' water rights used and O&M costs per IGA

# Next Steps

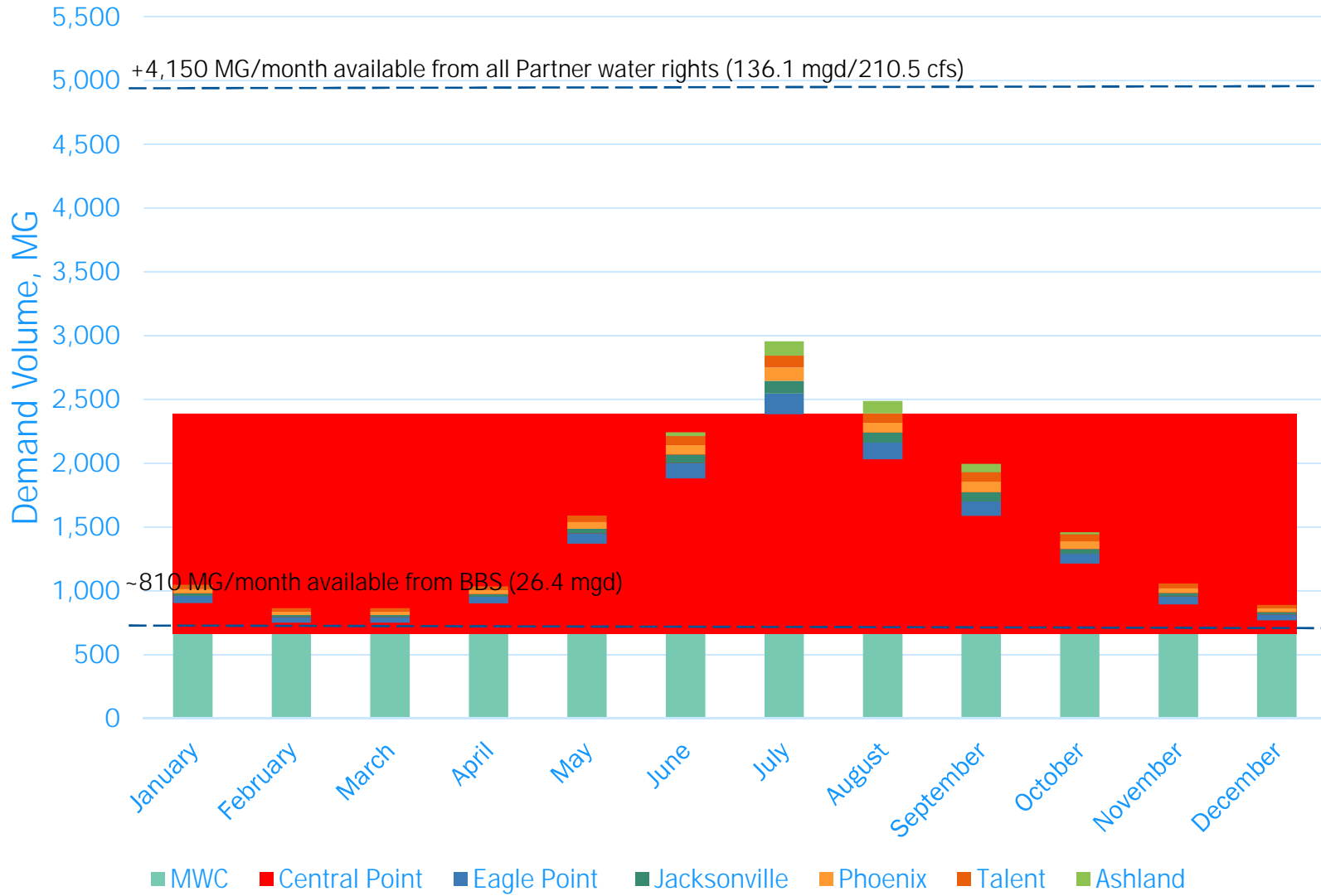
# Develop a Water Sharing Agreement

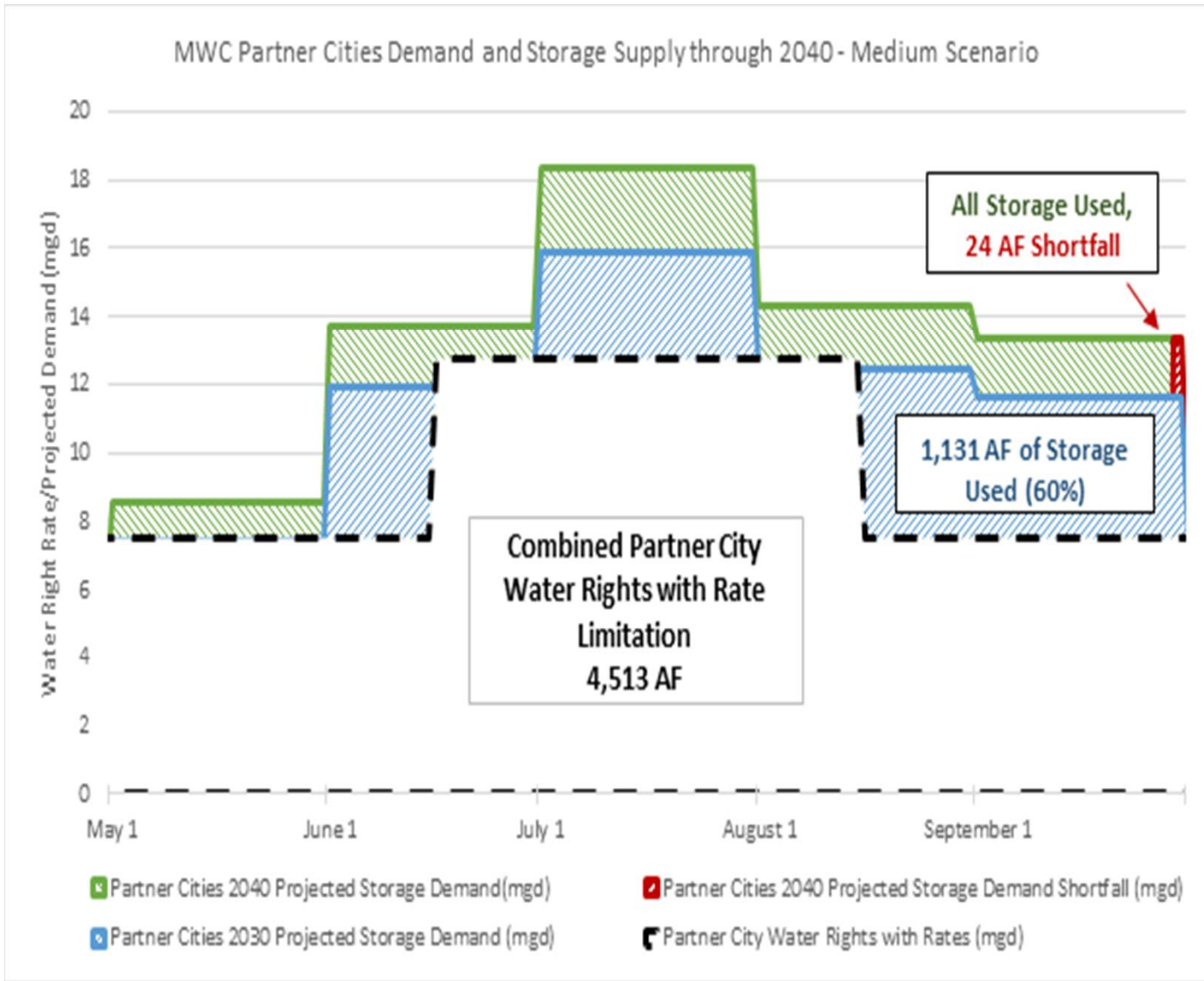
- Partners seek concurrence to develop scope of work for IGA
- Develop scope of work
- Obtain approval for scope of work
- Develop draft IGA
- Obtain approval of draft IGA

# Questions?



## 2070 Monthly Demand Volumes (Medium Scenario)







**Table 4. Water Right Strategy Summary for Partners' Water Rights at Duff WTP with Water Sharing**

| Step  | Action   | Rate (cfs)                | Development Deadline | Total Rate in Water Right Certificate Status (cfs) |
|---|--|---------------------------|----------------------|--|
| <b>Duff WTP - Existing Capacity – 70 cfs</b>                    |  |                           |                      |  |
| <b>Current Status - Existing Certificates and Pending COBUs</b> |  |                           |                      |  |
|   | Central Point's Certificate 93754                              | 1.13                      | N/A                  | 65.26  |
|   | Central Point's Certificate 93755                              | 1.13                      | N/A                  |  |
|   | Eagle Point's Certificate 88552                                | 0.90                      | N/A                  |  |
|   | Eagle Point's Certificate 89864                                | 1.25                      | N/A                  |  |
|   | Jacksonville's Certificate 87360                               | No rate (400 AF)          | N/A                  |  |
|   | MWC's Certificate 86832  | 60.85                     | N/A                  |  |
|   | Talent's Certificate 91134                                     | No rate (533 AF)          | N/A                  |  |
|   | Central Point's Transfer T-10465                               | 1.20                      | 10/1/2014            |  |
|   | Eagle Point's Transfer T-10527                                 | 0.50                      | 10/1/2013            |  |
|   | Phoenix's Permit S-47672 (COBU on hold)*                       | 5.0                       | 10/1/2001            | (71.96)  |
| <b>Transactions</b>   |  |                           |                      |  |
| 1   | Certificate Central Point's Transfer T-9900                    | 1.846                     | 10/1/2030            | 68.806   |
| 2   | Certificate Eagle Point's Transfer T-10614                     | 1.15                      | 10/1/2030            | 69.956   |
| 3   | <b>Certificate Ashland's Permit S-54337*</b>                   | <b>No rate (1,000 AF)</b> | <b>9/7/2021</b>      | <b>69.956</b>                                      |
| <b>Total at this capacity</b>                                   |  |                           |                      | <b>69.956 cfs</b>                                  |
| <b>Duff WTP Capacity – 100 cfs in approximately 2028</b>        |  |                           |                      |  |
| 4   | <b>Certificate Jacksonville's Permit S-54974*</b>              | <b>No rate (200 AF)</b>   | <b>11/19/2035</b>    | <b>69.956 cfs</b>                                  |
| 5   | <b>Certificate Talent's Permit S-53898*</b>                    | <b>No rate (759 AF)</b>   | <b>10/1/2065</b>     | <b>69.956 cfs</b>                                  |
| 6   | Certificate Phoenix's Permit S-47672                           | 5.0                       | 10/1/2001            | 74.956   |
| 7   | Certificate Eagle Point's Transfer T-10960                     | 1.77                      | 10/1/2030            | 76.726   |
| 8   | Certificate Eagle Point's Transfer T-12221                     | 0.7                       | 10/1/2030            | 77.426   |
| 9   | Certificate Phoenix's Permit S-52650                           | 3.1                       | 10/1/2030            | 80.526   |
| 10  | Partially certificate MWC's Permit S-54935 (estimated rate)    | 19.474                    | 10/1/2056            | 100  |
| <b>Total at this capacity</b>                                   |  |                           |                      | <b>100 cfs</b>                                     |
| <b>Duff WTP Capacity – 131 cfs in approximately 2036</b>        |  |                           |                      |  |
| 11  | Partially certificate MWC's Permit S-23210                     | 31                        | 10/1/2050            | 131  |
| <b>Total at this capacity</b>                                   |  |                           |                      | <b>131 cfs</b>                                     |
| <b>Duff WTP Capacity – 162 cfs (TBD)</b>                        |  |                           |                      |  |
| 12  | Partially certificate remainder of MWC's Permit S-23210        | 8.15                      | 10/1/2050            | 139.15   |
| 13  | Partially certificate MWC's Permit S-54935 (estimated rate)    | 22.85                     | 10/1/2056            | 162.0  |
| 14  | Extend MWC's Permit S-54935 as needed                          |                           | 10/1/2056            |  |
| <b>Total at this capacity</b>                                   |  |                           |                      | <b>162.0 cfs</b>                                   |
| <b>Duff WTP Capacity – 193 cfs (TBD)</b>                        |  |                           |                      |  |
| 15  | Certificate remainder of MWC's Permit S-54935 (estimated rate) | 7.676                     | 10/1/2056            | 169.676  |
| <b>Total at this capacity</b>                                   |  |                           |                      | <b>169.676 cfs</b>                                 |

**Notes**

\* These steps assume that certificating the "volume-only" water rights would not negatively impact the ability to certificate the other Partner water rights, and all elements of seeking a certificate can be met.

AF: acre-feet                      cfs: cubic feet per second  
 COBU: claim of beneficial use      MWC: Medford Water Commission

Attachment: Feb 27 City Council Presentation (1250 : Regional Water Rights Strategy Development)