



Medford City Council Meeting

Agenda

February 1, 2018

6:00 P.M.

Medford City Hall, Council Chambers
411 West 8th Street, Medford, Oregon

10. **Roll Call**

20. **Recognitions, Community Group Reports**

30. **Oral Requests and Communications from the Audience**

Comments will be limited to 4 minutes per individual, group or organization. PLEASE SIGN IN.

40. **Public Hearings**

Comments are limited to a total of 30 minutes for applicants and/or their representatives. You may request a 5-minute rebuttal time. Appellants and/or their representatives are limited to a total of 30 minutes and if the applicant is not the appellant they will also be allowed a total of 30 minutes. All others will be limited to 4 minutes. PLEASE SIGN IN.

- 40.1 COUNCIL BILL 2018-10 An ordinance proclaiming annexation to the City of Medford of an approximately 2.98 acre parcel, including an adjacent right-of-way located on the north side of East Vilas Road, and approximately 4,900 feet west of Crater Lake Highway, and concurrent zone change from County LI (Light Industrial) to City I-L (Light Industrial) and designated within the Limited Industrial Overlay District (I-00), and withdrawal of said property from Medford Rural Fire Protection District #3, effective pursuant to State Law. (A-17-105) Land Use, Quasi-Judicial

50. **Approval or Correction of the Minutes of the January 18, 2018 Regular Meeting**

60. **Consent Calendar**

70. **Items Removed from Consent Calendar**

80. **Ordinances and Resolutions**

- 80.1 COUNCIL BILL 2018-11 An ordinance dedicating to the City of Medford real property as public right-of-way to accommodate street improvements on Lozier Lane from Kime Drive to Cunningham Avenue.
- 80.2 COUNCIL BILL 2018-12 A resolution authorizing the City of Medford Parks and Recreation Department on behalf of Southern Oregon Veterans Benefit to apply for a Local Government Grant in the amount of \$100,000 from the Oregon Parks and Recreation Department for development assistance for the Vietnam Memorial Wall project at U.S. Cellular Community Park.
- 80.3 COUNCIL BILL 2018-13 An ordinance authorizing execution of a Naming Rights Agreement with Quality Fence in the amount of \$145,000 for recognition opportunities at Bear Creek Park for ten years.

90. Council Business

90.1 Proclamations issued:
National Parks Service

90.2 Committee Reports and Communications

100. City Manager and Staff Reports

100.1 City Mural Policy

100.2 OnTrack Residence Concerns

100.3 Further reports from City Manager

110. Adjournment to Executive Session pursuant to ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.1

www.ci.medford.or.us

DEPARTMENT: Planning
PHONE: (541) 774-2380
STAFF CONTACT: Matt Brinkley, AICP, Planning Director

AGENDA SECTION: Public Hearings
MEETING DATE: February 1, 2018

COUNCIL BILL 2018-10

An ordinance proclaiming annexation to the City of Medford of an approximately 2.98 acre parcel, including an adjacent right-of-way located on the north side of East Vilas Road, and approximately 4,900 feet west of Crater Lake Highway, and concurrent zone change from County LI (Light Industrial) to City I-L (Light Industrial) and designated within the Limited Industrial Overlay District (I-00), and withdrawal of said property from Medford Rural Fire Protection District #3, effective pursuant to State Law.

SUMMARY AND BACKGROUND

Consideration of a request for the annexation of a 2.98-acre parcel, including adjacent right-of-way, located on the north side of East Vilas Road and approximately 4,900 feet west of Crater Lake Highway (549 East Vilas Road). The current County zoning designation of Light Industrial will be changed to the City's I-L (Light Industrial) zone, and designated within the Limited Industrial (I-00) Overlay District. The property will be removed from Medford Rural Fire Protection District #3. (A-17-105)

The subject property is the site of Quantum Innovations, a company specializing in anti-reflective coating technology. As stated in the applicant's submitted narrative, their request to be annexed into the City is in the interest of having access to City water. The site currently suffers from a scarcity of water and, therefore, relies on well and stored water which do not adequately serve the demands of their growing business.

PREVIOUS COUNCIL ACTIONS

On January 4, 2018 – Resolution No. 2018-02 – Council approved a resolution establishing a hearing date of February 1, 2018, for consideration of the matter.

ANALYSIS

The applicant/owner has submitted the request for annexation and has consented in writing. The property is located within the City's Urban Growth Boundary and is contiguous with the City limits along the portion of its south property line abutting East Vilas Road. The property has a General Land Use Plan (GLUP) map designation of General Industrial (GI), which is compatible with the Light Industrial (I-L) City zoning designation. The property is currently zoned by Jackson County as Light Industrial (LI).

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Based on its assessed value of \$461,770, the subject property is estimated to pay \$4,562 in annual utility fees, and \$2,445 in annual property taxes – a total annual contribution to the City of approximately \$7,007. Quantum Innovations is currently undergoing renovation improvements to the site, which could potentially increase this contribution total to the City when the property's assessed value is reappraised.

TIMING ISSUES

The applicant has requested an expedited conclusion to this process, if possible, as access to City water has become an immediate necessity for the company.

COUNCIL OPTIONS

- Approve the ordinance as presented
- Modify the ordinance as presented
- Decline to adopt the ordinance and provide direction to staff

STAFF RECOMMENDATION

Staff recommends approval of the annexation.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.1

www.ci.medford.or.us

SUGGESTED MOTION

I move to adopt the ordinance authorizing the annexation of the 2.98-acre parcel, including the adjacent right-of-way, located at 541 East Vilas Road.

EXHIBITS

Ordinance

Staff Report

Legal description and Exhibit Map of vacation area

Vicinity Map

ORDINANCE NO. 2018-10

AN ORDINANCE proclaiming annexation to the City of Medford of an approximately 2.98 acre parcel, including an adjacent right-of-way located on the north side of East Vilas Road, and approximately 4,900 feet west of Crater Lake Highway, and concurrent zone change from County LI (Light Industrial) to City I-L (Light Industrial) and designated within the Limited Industrial Overlay District (I-00), and withdrawal of said property from Medford Rural Fire Protection District #3, effective pursuant to State Law.

WHEREAS, the owners of the land in the territory to be annexed have consented in writing to the annexation, said consent having been heretofore filed with the City Recorder in the manner prescribed by law; and

WHEREAS, the City Council by Resolution No. 2018-02 adopted January 4, 2018, dispensed with submitting the question of the proposed annexation to the electors of the city and set 6:00 p.m. on the 1st day of February, 2018, in Medford City Council Chambers as the time and place of hearing thereon, together with a zone change to City I-L (Light Industrial), designated within the Limited Industrial Overlay District (I-00), and withdrawing said property from Medford Rural Fire Protection District #3, at which time and place the registered voters of the city and other interested parties were given an opportunity to be heard on the question; and

WHEREAS, notices of said public hearing were published and posted in the manner and for the time prescribed by law and the public hearing was duly held by and before the City Council as provided by law and by the terms of said resolution and the published notice, and it appears to be in the best interest of the city and of the area involved that it be annexed to the City of Medford, that the area be rezoned to City I-L (Light Industrial), designated within the Limited Industrial Overlay District (I-00) and that the area be withdrawn from Medford Rural Fire Protection District #3; and

WHEREAS, the City Council finds and determines that the facts and conclusions in the Staff Report dated January 25, 2018, on file in the Planning Department and incorporated herein by reference, are true and correct and are hereby adopted as the findings of the Council; now, therefore,

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. The property described in Exhibit A & B, attached hereto and incorporated herein, shall be annexed to the City of Medford, Oregon, and rezoned to City I-L (Light Industrial), designated within the Limited Industrial Overlay District (I-00) as provided herein.

Section 2. The above-described property annexed to the City of Medford is hereby withdrawn from Medford Rural Fire Protection District #3 at the effective date of annexation.

Section 3. The City Recorder shall submit to the Secretary of the State of Oregon a certified copy of this Ordinance. The City Recorder shall also, within ten days of the effective date of this annexation, send copies of this Ordinance to the County Clerk, County Assessor of Jackson County, Oregon, and Medford Rural Fire Protection District #3.

PASSED by the council and signed by me in authentication of its passage this _____ day of _____, 2018.

ATTEST: _____
City Recorder

Mayor

APPROVED: _____, 2018.

Mayor

TELEPHONE
541-772-2782



L.J. FRIAR & ASSOCIATES P.C.

CONSULTING LAND SURVEYORS

P.O. BOX 1947
PHOENIX, OR 97535

FAX
541-772-8465

JAMES E. HIBBS, PLS

ljfriar@charter.net

LEGAL DESCRIPTION
A-17-105

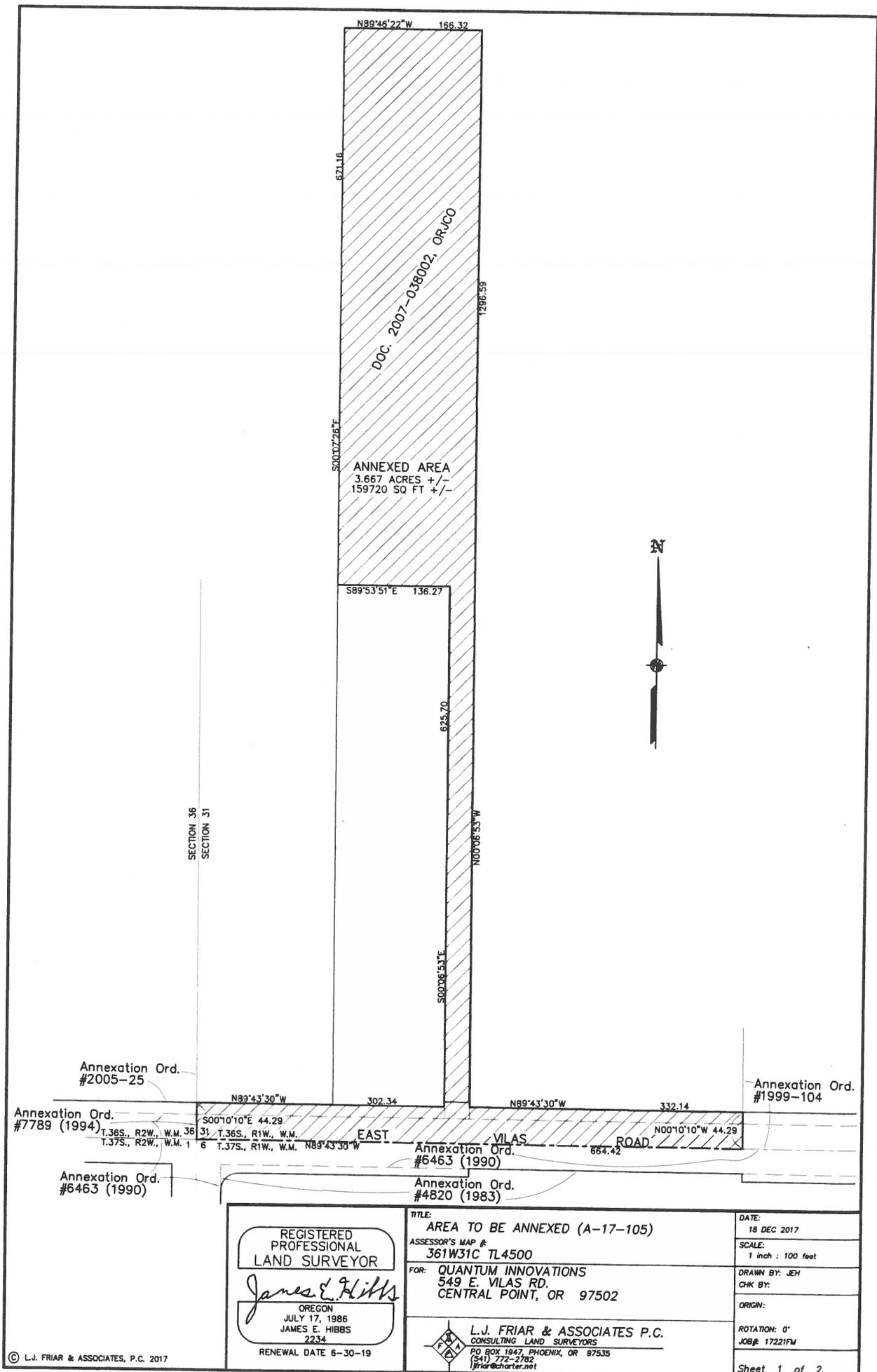
Beginning at the Southwest corner of Section 31, Township 36 South, Range 1 West, Willamette Meridian, Jackson County, Oregon said point being on the existing City of Medford Boundary set forth in Ordinance No. 6463 passed February 1, 1990; thence along said City Boundary, South 89°43'30" East, 664.42 feet to an angle point in said City Boundary; thence along said City Boundary set forth in Ordinance No. 1999-104, North 00°10'10" West, 44.29 feet to North line of Vilas Road; thence leaving said City Boundary, along said North line, North 89°43'30" West, 332.14 feet to the Southeast corner of that tract described in Document No. 2007-038002, Official Records of Jackson County, Oregon; thence along the East line thereof, North 00°06'53" West, 1296.59 feet to the Northeast corner thereof; thence along the North line thereof, North 89°46'22" West, 166.32 feet to the Northwest corner thereof; thence along the West line thereof, South 00°07'26" East, 671.16 feet to the West-Southwest corner thereof; thence along the South line thereof, South 89°53'51" East, 136.27 feet to the interior ell corner thereof; thence along the West line thereof, South 00°06'53" East, 625.70 feet to the North line of Vilas Road; thence along said North line, North 89°43'30" West, 302.34 feet to the West line of said Section 31 also being on the existing City of Medford Boundary set forth in Ordinance No. 2005-25; thence along said West line and along said City Boundary and along the existing City of Medford Boundary set forth in Ordinance No. 7789 passed December 15, 1994, South 00°10'10" East, 44.29 feet to the point of beginning. Containing 3.667 acres, more or less.

TRACT TO BE ANNEXED
361W31C TL4500
Quantum Innovations
17-220
December 18, 2017

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 17, 1986
JAMES E. HIBBS
2234

RENEWAL DATE : 6-30-19



Annexation Ord. #2005-25

SECTION 36
SECTION 31

Annexation Ord. #7789 (1994)

Annexation Ord. #6463 (1990)

Annexation Ord. #4820 (1983)

Annexation Ord. #6463 (1990)

Annexation Ord. #1999-104

N89°43'30"W 302.34 N89°43'30"W 332.14

S00°10'10"E 44.29 S00°10'10"W 44.29

T.36S., R2W., W.M. 36 31 T.36S., R1W., W.M. 6 T.37S., R1W., W.M. N89°43'30"W

EAST VILAS ROAD

N00°10'10"W 44.29

884.42

<p>REGISTERED PROFESSIONAL LAND SURVEYOR</p> <p><i>James E. Hibbs</i></p> <p>OREGON JULY 17, 1986 JAMES E. HIBBS 2234 RENEWAL DATE 6-30-19</p>	<p>TITLE: AREA TO BE ANNEXED (A-17-105)</p> <p>ASSESSOR'S MAP # 361W31C TL4500</p>	<p>DATE: 18 DEC 2017</p> <p>SCALE: 1 inch = 100 feet</p>
	<p>FOR: QUANTUM INNOVATIONS 549 E. VILAS RD. CENTRAL POINT, OR 97502</p>	<p>DRAWN BY: JEH CHK BY:</p> <p>ORIGIN:</p>
<p>L.J. FRIAR & ASSOCIATES P.C. CONSULTING LAND SURVEYORS P.O. BOX 1947, PHOENIX, OR 97535 (541) 772-2782 lfriar@charter.net</p>	<p>ROTATION: 0° JOB#: 17221FM</p>	<p>Sheet 1 of 2.</p>



City of Medford

Planning Department

STAFF REPORT

Working with the community to shape a vibrant and exceptional city

for a Class-B quasi-judicial decision: **Annexation**

Project Quantum Innovations - Annexation

File no. A-17-105

To Mayor and City Council

for 2/1/2018 hearing

From Dustin Severs, Planner III

Reviewer Kelly Akin, Assistant Director

Date January 25, 2018

BACKGROUND

Proposal

Consideration of a request for the annexation of a 2.98-acre parcel, including adjacent right-of-way, located on the north side of East Vilas Road and approximately 4,900 feet west of Crater Lake Highway (549 East Vilas Road). The current County zoning designation of Light Industrial will be changed to the City's I-L (Light Industrial) zone, and designated within the Limited Industrial (I-00) Overlay District. The property will be removed from Medford Rural Fire Protection District #3. (A-17-105)

Vicinity Map



History

On January 4, 2018 – Resolution No. 2018-02 – Council approved a resolution establishing a hearing date of February 1, 2018, for consideration of the matter.

Authority

This proposed plan authorization is a Class-B quasi-judicial decision. The City Council is authorized to approve annexations under Medford Municipal Code §§10.102–111, 10.165, and 10.197–199.

FINDINGS AND CONCLUSIONS

Criteria

MLDC 10.197

The City Council must find that the following State requirements are met in order to approve an annexation:

- 1. The land is within the City Urban Growth Boundary.*
- 2. The land is contiguous to the current city limits.*
- 3. Unless the land being considered for annexation is enclaved by the City or the City chooses to hold an election, a majority of the land owners and/or electors have consented in writing to the annexation per ORS 222.125 or ORS 222.170.*

Findings

- The property is located within the City’s Urban Growth Boundary.
- The property is contiguous with the City limits along the portion of its south property line abutting East Vilas Road.
- The applicant/owner has submitted the request for annexation and has consented in writing in accordance with the applicable state statutes.

Staff finds that all three of the above criteria are satisfied.

Conclusions

The property under consideration meets the applicable criteria for annexation.

RECOMMENDED ACTION

Adopt the findings as recommended by staff and approve the ordinance for approval of the annexation per the staff report dated January 25, 2018, including Exhibits A through G.

EXHIBITS

- A Applicant’s Findings
- B Signed Consent to Annexation Form
- C Medford Water Commission
- D Medford Fire Department
- E Medford Public Works Department
- F Jackson County Roads
- G Legal description and Exhibit Map
Vicinity Map

CITY COUNCIL AGENDA:

FEBRUARY 1, 2018

Dustin J. Severs

From: Stacie Grier <sgrier@qtmi.net>
Sent: Thursday, September 14, 2017 1:39 PM
To: Dustin J. Severs
Cc: Dan Gilkison
Subject: Findings of Fact - Quantum Innovations Annexation Request 36 1W 31C Tax Lot 4500

Good afternoon Dustin!

Per your discussion with Dan Gilkison in our office, please accept the following "Finding of Fact" as an addition to our Annexation Application for the real property mentioned above:

- CHUNK LLC, dba Quantum Innovations, hereby makes application for Annexation into the City of Medford for the real property located at 549 E. Vilas Rd., Central Point, OR 97502, described as 36 1W 31C, Tax Lot 4500.
- The purpose of the annexation is to access City Water, whereas we currently rely on a well and stored water that is not adequate for our business growth.
- The subject property is within the City's Urban Growth Boundary
- The Land is contiguous to the current City limits
- No person resides at the parcel in question.
- The total acreage of the annexation area is 2.98 acres.
- The assessed value of the annexation area, according to Jackson County records, is currently \$461,770, inclusive of improvements.
- Improvements on the property include one building and two storage sheds.
- The owner of the property/business, Norm Kester, has consented to this annexation request, per forms already submitted.

Thank you for your consideration. If you have any further questions, please contact me or Dan.

Stacie

Stacie Grier
Quantum Innovations, Inc.
549 E. Vilas Rd.
Central Point, OR 97502
Ph: 541-608-7772 / TF: 888-268-3414 / Cell: 541-621-7291 / Fax: 541-608-7774

CITY OF MEDFORD
EXHIBIT # A
File # A-17-105

ANNEXATION APPLICATION

CONSENT TO ANNEX

Consent is hereby given to the annexation by the City of Medford, Oregon of the following described real property:

Map and Tax Lot: 36 1W 31C

Address: 549 E. Vilas Rd., Central Point OR 97502

Legal Description:

in the corporate limits of said city, which is owned by the undersigned

DATED this 1 day of NOVEMBER, 2017.

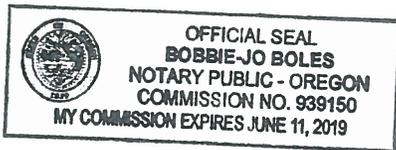
[Signature]

STATE OF OREGON)
County of Jackson) ss

On this 1 day of November, 2017, personally appeared

Norman L Koster

who, being duly sworn did acknowledge the foregoing instrument to be his/her/their voluntary act and deed.



[Signature]
Notary Public for Oregon
My Commission expires June 11, 2019

Filed with the City of Medford this 21ST day of DECEMBER, 2017.

[Signature]
Planning Director or designee



BOARD OF WATER COMMISSIONERS

Staff Memo

TO: Planning Department, City of Medford

FROM: Rodney Grehn P.E., Water Commission Staff Engineer

SUBJECT: A-17-105

PARCEL ID: 361W31C TL 4500

PROJECT: Consideration of a request for annexation to the City of Medford of an approximate 2.98-acre parcel, including the adjacent right-of-way, located north of East Vilas Road (549 East Vilas Road) and approximately 4,900 feet west of Crater Lake Highway. The current County zoning designation of Light Industrial will be changed to the City's (I-L) Light Industrial zone, and designated within the Limited Industrial (I-00) Overlay District. The property will be removed from Medford Rural Fire Protection District #3. Applicant, Quantum Innovations; Agent, Dan Gilkison; Planner, Dustin Severs.

DATE: December 13, 2017

I have reviewed the above plan authorization application as requested. Conditions for approval and comments are as follows:

CONDITIONS

1. The water facility planning/design/construction process will be done in accordance with the Medford Water Commission (MWC) "Regulations Governing Water Service" and "Standards For Water Facilities/Fire Protection Systems/Backflow Prevention Devices."
2. Upon annexation the applicant can coordinate with Medford Water Commission for metered water service if desired for this parcel. Water meter will be required to be located along the north side of Vilas Road, outside of any proposed driveway improvements.

COMMENTS

1. The MWC water system does have adequate capacity to serve this parcel. It is recommended that an "oversized" water service line from the water meter to the on-site building to overcome friction loss through a long pipe.
2. Approximate static water pressure at Vilas Road is 88 psi.
3. Access to MWC water lines is available. There is an existing 20-inch water line located on the south side of Vilas Road for metered water service connections.

CITY OF MEDFORD
EXHIBIT # C
File # A-17-105



Medford Fire Department

200 S. Ivy Street, Room #180
Medford, OR 97501
Phone: 774-2300; Fax: 541-774-2514;
www.medfordfirerescue.org

LAND DEVELOPMENT REPORT - PLANNING

To: Dustin Severs

LD Meeting Date: 12/13/2017

From: Greg Kleinberg

Report Prepared: 12/12/2017

Applicant: Applicant, Quantum Innovations; Agent, Dan Gilkison

File #: A - 17 - 105

Site Name/Description:

Consideration of a request for annexation to the City of Medford of an approximate 2.98-acre parcel, including the adjacent right-of-way, located north of East Vilas Road (549 East Vilas Road) and approximately 4,900 feet west of Crater Lake Highway. The current County zoning designation of Light Industrial will be changed to the City's (I-L) Light Industrial zone, and designated within the Limited Industrial (I-00) Overlay District. The property will be removed from Medford Rural Fire Protection District #3. Applicant, Quantum Innovations; Agent, Dan Gilkison; Planner, Dustin Severs.

DESCRIPTION OF CORRECTIONS	REFERENCE
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Requirement MINIMUM ACCESS ADDRESS SIGN	OFC 505
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The developer must provide a minimum access address sign. A pre-approved address sign can also be utilized. A brochure is available on our website.

Requirement FIRE HYDRANTS-INTERNAL	OFC 508.5.1
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Either fire hydrants are required to protect this property, or, if it is not feasible to install compliant Medford Water Commission fire hydrants, an on-site firefighting water supply is required (Compliant with NFPA 1142 or ISO Guide for Determining Needed Fire Flow).

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).

The approved water supply for fire protection (hydrants) is required to be installed prior to construction when combustible material arrives at the site.

Plans and specifications for fire hydrant system shall be submitted to Medford Fire Department for review and approval prior to construction. Submittal shall include a copy of this review (OFC 501.3).

EXHIBIT # D
File # A-17-105



Medford Fire Department

200 S. Ivy Street, Room #180
Medford, OR 97501
Phone: 774-2300; Fax: 541-774-2514;
www.medfordfirerescue.org

LAND DEVELOPMENT REPORT - PLANNING

To: Dustin Severs

LD Meeting Date: 12/13/2017

From: Greg Kleinberg

Report Prepared: 12/12/2017

Applicant: Applicant, Quantum Innovations; Agent, Dan Gilkison

File #: A - 17 - 105

Site Name/Description:

Requirement FIRE DEPARTMENT TURN-AROUND

OFC

503.2.5

Dead-end Fire Apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus.

The Fire department turn-around area must be posted with "NO PARKING-FIRE LANE" signs. These signs shall be spaced at 50' intervals along the fire lane and at fire department designated turn-around's.

Development shall comply with access and water supply requirements in accordance with the Fire Code in affect at the time of development submittal.

Fire apparatus access roads are required to be installed prior to the time of construction. The approved water supply for fire protection (hydrants) is required to be installed prior to construction when combustibile material arrives at the site.

Specific fire protection systems may be required in accordance with the Oregon Fire Code.

This plan review shall not prevent the correction of errors or violations that are found to exist during construction. This plan review is based on the information provided only.

Design and installation shall meet the Oregon requirements of the IBC, IFC, IMC and NFPA standards.



Medford – A fantastic place to live, work and play

CITY OF MEDFORD

LD Date: 12/13/2017
File Number: A-17-105

PUBLIC WORKS DEPARTMENT STAFF REPORT
Quantum Innovations Annexation – 549 East Vilas Road
TL 4500

Project: Consideration of a request for annexation to the City of Medford of an approximate 2.98-acre parcel, including the adjacent right-of-way.

Location: Located north of East Vilas Road (549 East Vilas Road) and approximately 4,900 feet west of Crater Lake Highway. The current County zoning designation of Light Industrial will be changed to the City’s (I-L) Light Industrial zone, and designated within the Limited Industrial (I-00) Overlay District. The property will be removed from Medford Rural Fire Protection District #3.

Applicant: Applicant, Quantum Innovations; Agent, Dan Gilkison; Planner, Dustin Severs.

A. STREETS

East Vilas Road is classified as a Major Arterial street and runs along the south side of the parcel. Currently East Vilas Road is paved with no curb and gutter.

B. SANITARY SEWERS

The area of this proposed annexation lies within the Rogue Valley Sewer Service (RVSS) area. Contact RVSS for sanitary sewer accessibility and capacity adequacy.

C. STORM DRAINAGE

The area under consideration is located in the Midway drainage basin.

Future development on this parcel will require stormwater detention and stormwater quality facilities, which shall comply with Medford Land Development Code (MLDC) Sections 10.486 and 10.729 and the Rogue Valley Stormwater Quality Design Manual.

Also with future development, standard development conditions for stormwater detention will apply if the Developer is able to procure a storm drainage easement to the existing piped storm drain on the south side of Maplot 362W36D126. With the easement, developer needs to show

capacity or make improvements to the drainage leading to the piped system. Without an easement, developer is conditioned to provide stormwater detention for the 25 year event, with an allowable discharge rate at or below the predevelopment 10 year rate.

D. SYSTEM DEVELOPMENT CHARGES

Future development/building within this parcel will be subject sewer treatment and street systems development charges. These SDC fees shall be paid at the time individual building permits are taken out.

This development is also subject to storm drain system development charges. A portion of the storm drain system development charge shall be collected at the time of the approval of the final plat

E. UTILITY FEES

Upon annexation, this parcel will be subject to City of Medford monthly utility fees as applicable.

Prepared by: Doug Burroughs



JACKSON COUNTY

Roads

Roads Engineering

Kevin Christiansen
Construction Manager

200 Antelope Road
White City, OR 97503
Phone: (541) 774-6255
Fax: (541) 774-6295
christke@jacksoncounty.org

www.jacksoncounty.org

November 28, 2017

Attention: Dustin Severs
Planning Department
City of Medford
200 South Ivy Street, Lausmann Annex, Room 240
Medford, OR 97501

RE: Annexation off East Vilas Road – a county-maintained road.
Planning File: A-17-105

Dear Dustin:

Thank you for the opportunity to comment on the annexation to the City of Medford of an approximate 2.98 acre parcel, including adjacent right-of-way, located north of East Vilas Road (549 East Vilas Road), and approximately 4,900 feet west of Crater Lake Highway. Current County zoning designation of Light Industrial will be changed to the City's (I-L) Light Industrial zone, and designated within the Limited Industrial (I-00) Overlay District. The property will be removed from Medford Rural Fire Protection District #3. Jackson County Roads has the following comments:

1. We would like to be notified of future development proposals, as county permits may be required.
2. Jackson County's General Administration Policy #1-45 sets forth the County's position as it relates to the management of County roads located within existing or proposed city limits or Urban Growth Boundaries (UGB). The County has no current plans for improvements to East Vilas Road. Jackson County Roads recommends that the city request road jurisdiction.

If you have any questions or need further information feel free to call me at 774-6255.

Sincerely,

Kevin Christiansen
Construction Manager

TELEPHONE
541-772-2782

JAMES E. HIBBS, PLS



L.J. FRIAR & ASSOCIATES P.C.

CONSULTING LAND SURVEYORS

P.O. BOX 1947
PHOENIX, OR 97535

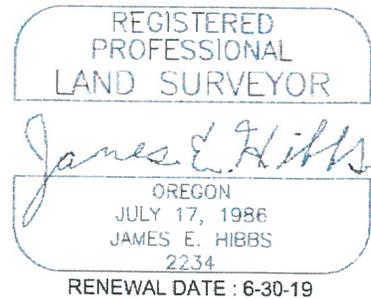
FAX
541-772-8465

ljfriar@charter.net

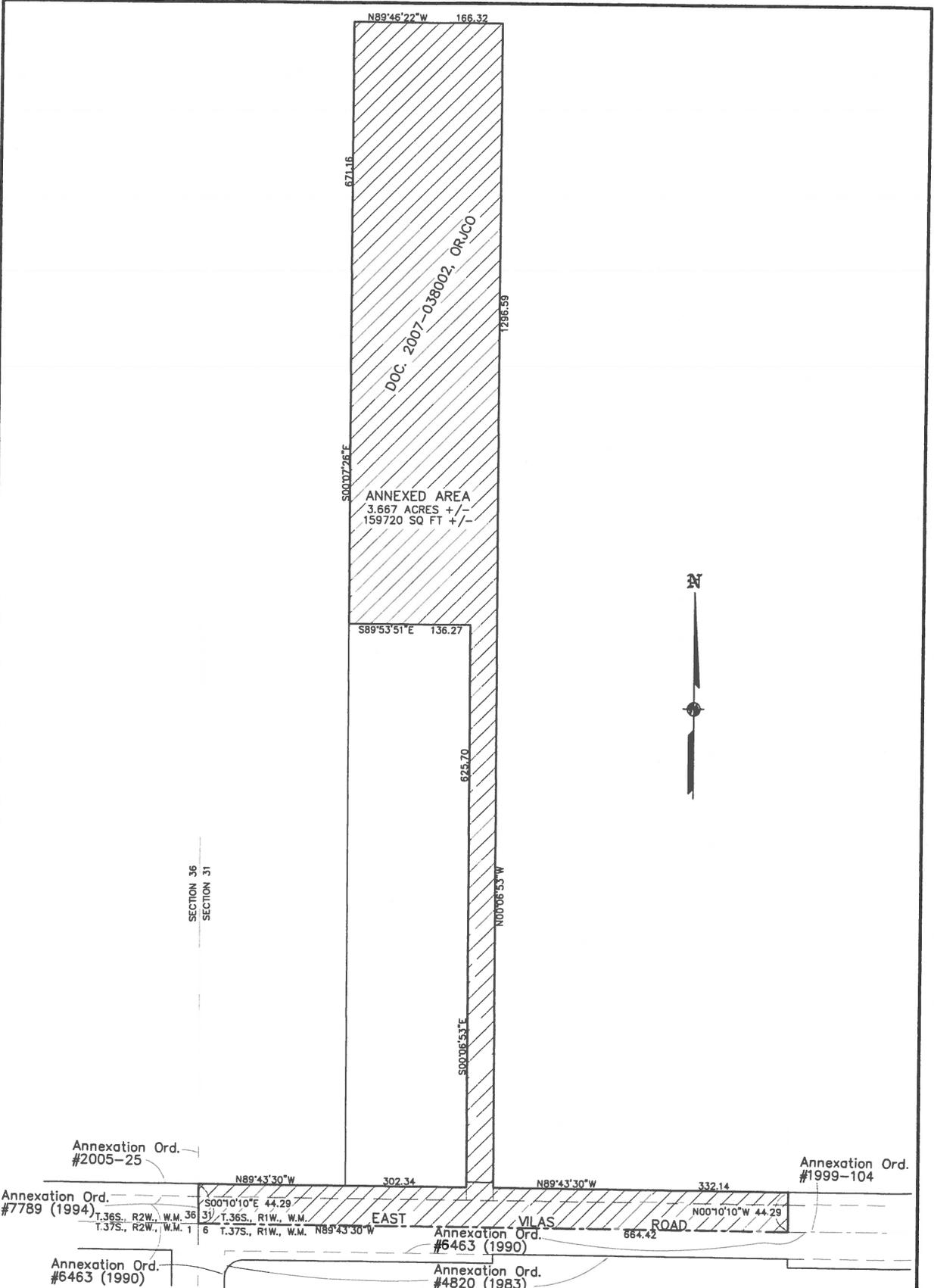
LEGAL DESCRIPTION
A-17-105

Beginning at the Southwest corner of Section 31, Township 36 South, Range 1 West, Willamette Meridian, Jackson County, Oregon said point being on the existing City of Medford Boundary set forth in Ordinance No. 6463 passed February 1, 1990; thence along said City Boundary, South 89°43'30" East, 664.42 feet to an angle point in said City Boundary; thence along said City Boundary set forth in Ordinance No. 1999-104, North 00°10'10" West, 44.29 feet to North line of Vilas Road; thence leaving said City Boundary, along said North line, North 89°43'30" West, 332.14 feet to the Southeast corner of that tract described in Document No. 2007-038002, Official Records of Jackson County, Oregon; thence along the East line thereof, North 00°06'53" West, 1296.59 feet to the Northeast corner thereof; thence along the North line thereof, North 89°46'22" West, 166.32 feet to the Northwest corner thereof; thence along the West line thereof, South 00°07'26" East, 671.16 feet to the West-Southwest corner thereof; thence along the South line thereof, South 89°53'51" East, 136.27 feet to the interior ell corner thereof; thence along the West line thereof, South 00°06'53" East, 625.70 feet to the North line of Vilas Road; thence along said North line, North 89°43'30" West, 302.34 feet to the West line of said Section 31 also being on the existing City of Medford Boundary set forth in Ordinance No. 2005-25; thence along said West line and along said City Boundary and along the existing City of Medford Boundary set forth in Ordinance No. 7789 passed December 15, 1994, South 00°10'10" East, 44.29 feet to the point of beginning. Containing 3.667 acres, more or less.

TRACT TO BE ANNEXED
361W31C TL4500
Quantum Innovations
17-220
December 18, 2017



CITY OF MEDFORD
EXHIBIT # G
File # A-17-105



Annexation Ord. #2005-25

Annexation Ord. #7789 (1994)

Annexation Ord. #6463 (1990)

Annexation Ord. #4820 (1983)

Annexation Ord. #1999-104

SECTION 36

SECTION 31

SECTION 30

SECTION 29

SECTION 28

SECTION 27

SECTION 26

SECTION 25

SECTION 24

SECTION 23

SECTION 22

SECTION 21

SECTION 20

SECTION 19

SECTION 18

SECTION 17

SECTION 16

SECTION 15

SECTION 14

SECTION 13

SECTION 12

SECTION 11

SECTION 10

SECTION 9

SECTION 8

SECTION 7

SECTION 6

SECTION 5

SECTION 4

SECTION 3

SECTION 2

SECTION 1

REGISTERED PROFESSIONAL LAND SURVEYOR

James E. Hibbs

OREGON
JULY 17, 1986
JAMES E. HIBBS
2234
RENEWAL DATE 6-30-19

TITLE:
AREA TO BE ANNEXED (A-17-105)

ASSESSOR'S MAP #
361W31C TL4500

FOR: QUANTUM INNOVATIONS
549 E. VILAS RD.
CENTRAL POINT, OR 97502

L.J. FRIAR & ASSOCIATES P.C.
CONSULTING LAND SURVEYORS
PO BOX 1947, PHOENIX, OR 97535
(541) 772-2782
http://charter.net

DATE:
18 DEC 2017

SCALE:
1 inch : 100 feet

DRAWN BY: JEH
CHK BY:

ORIGN:

ROTATION: 0°
JOB#: 17221FM



Project Name:

**Quantum Innovations
Annexation**

Map/Taxlot:

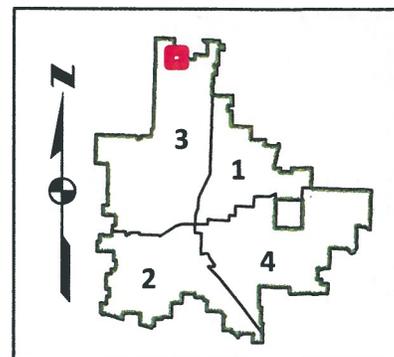
361W31C TL 4500



01/19/2018

Legend

-  Subject Area
-  Tax Lots





CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.1

www.ci.medford.or.us

DEPARTMENT: Public Works
PHONE: (541) 774-2100
STAFF CONTACT: Cory Crebbin, Public Works Director

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: February 1, 2018

COUNCIL BILL 2018-11

An ordinance dedicating to the City of Medford real property as public right-of-way to accommodate street improvements on Lozier Lane from Kime Drive to Cunningham Avenue.

SUMMARY AND BACKGROUND

This ordinance will designate City-owned property on Lozier Lane as public right-of-way. Street improvements on Lozier Lane from Kime Drive to Cunningham Avenue were completed in December 2017 and this section of street is open to the public. Portions of the street improvements were constructed upon City-owned real property.

PREVIOUS COUNCIL ACTIONS

On July 2, 2015, Council held a Transportation Facility (TF) public hearing and approved Resolution No. 2015-74, Lozier Lane Extension Project (P1827).

On July 6, 2017, Council approved Council Bill 2017-72, awarding a contract with Pilot Rock Excavation, Inc., to construct street improvements on Lozier Lane from Kime Drive to Cunningham Avenue.

ANALYSIS

Approval of this ordinance designates City of Medford municipal property as public right-of-way. The Lozier Lane improvements were constructed on City property. Dedication as right-of-way has the benefit of allowing use by public utilities and clarifies the legal and administrative responsibilities of the City and all other right-of-way users.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Jackson County recording fees of approximately \$70 will be incurred.

TIMING ISSUES

None.

COUNCIL OPTIONS

- Approve the ordinance as presented.
- Modify the ordinance.
- Deny the ordinance and provide direction to staff.

STAFF RECOMMENDATION

Approval the ordinance designating municipal property as public right-of-way.

SUGGESTED MOTION

I move to approve the ordinance designating City of Medford municipal property as public right-of-way.

EXHIBITS

Ordinance
Written Description of area to be dedicated
Exhibit Map

ORDINANCE NO. 2018-11

AN ORDINANCE dedicating to the City of Medford real property as public right-of-way to accommodate street improvements on Lozier Lane from Kime Drive to Cunningham Avenue.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. That the property described in Exhibits A & B attached and incorporated herein is hereby dedicated to the City of Medford for public right-of-way.

Section 2. That the City Recorder is hereby directed to cause a certified copy of this ordinance to be recorded in the official deed records of Jackson County, Oregon.

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

State of Oregon)
County of Jackson)

On this _____ day of _____, 2018, Gary H. Wheeler as Mayor of the City of Medford personally appeared before me and is known to me to be the person whose name is signed to this document, and acknowledges that he signed the document.

Notary Public for Oregon
My Commission expires:



EXHIBIT A

LOZIER LANE EXTENSION PROJECT # P-1827
CITY OF MEDFORD
372W35DA
T.L. 1200
R/W# 7414

PARCEL 1 (RIGHT OF WAY)

A STRIP OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 37 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON AND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THE DEED TO CITY OF MEDFORD, RECORDED JUNE 18, 2004 AS INSTRUMENT NUMBER 2004-34085 OF THE OFFICIAL RECORDS OF JACKSON COUNTY:

AND SAID PARCEL BEING THAT PORTION OF SAID PROPERTY LYING WESTERLY OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A FOUND ALUMINUM CAP MARKED "NEATHAMER SURVEYING" SHOWN AS POINT NUMBER 305M PER COUNTY SURVEY NUMBER 21647, FILED AT THE JACKSON COUNTY SURVEYORS OFFICE; THENCE SOUTH 55°29'46" EAST A DISTANCE OF 341.28 FEET TO ENGINEER'S CENTERLINE STATIONING (LOZIER LANE) 3+41.28; THENCE ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT (THE CHORD TO WHICH BEARS SOUTH 26°53'29" EAST A DISTANCE OF 383.01 FEET) AN ARC DISTANCE OF 399.40 FEET TO ENGINEER'S CENTERLINE STATIONING (LOZIER LANE) OF 7+40.68; THENCE SOUTH 01°42'48" WEST A DISTANCE OF 833.81 FEET TO ENGINEER'S CENTERLINE STATIONING (LOZIER LANE) 15+74.49.

THE LENGTH AND WIDTH OF THE STRIP OF LAND REFERRED TO ABOVE ARE AS FOLLOWS:

Station	to	Station	Width Westerly of Center Line
6+25		7+50	37.00

TOGETHER WITH THE STREET PLUGS AS SHOWN ON RECORDED PARTITION PLAT NUMBER P-40-1997 OF "RECORD OF PARTITION PLATS" IN JACKSON COUNTY, OREGON AND FILED AS SURVEY NUMBER 15380 IN THE JACKSON COUNTY SURVEYOR'S OFFICE.

EXCEPT THEREFROM ANY PROPERTY DESIGNATED AS PUBLIC RIGHT OF WAY.

THIS TRACT OF LAND TO WHICH THIS DESCRIPTION APPLIES CONTAINS 2,237 SQUARE FEET, MORE OR LESS.

BEARINGS BASED ON COUNTY SURVEY NUMBER 21647, FILED AT THE JACKSON COUNTY SURVEYORS OFFICE.

THE GRAPHIC DEPICTION OF THE ABOVE DESCRIPTION IS SHOWN ON EXHIBIT "B" ATTACHED HERETO.



PARCEL 2 (SLOPE EASEMENT)

A STRIP OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 37 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON AND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THE DEED TO CITY OF MEDFORD, RECORDED JUNE 18, 2004 AS INSTRUMENT NUMBER 2004-34085 OF THE OFFICIAL RECORDS OF JACKSON COUNTY:

AND SAID PARCEL BEING THAT PORTION OF SAID PROPERTY LYING WESTERLY OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A FOUND ALUMINUM CAP MARKED "NEATHAMER SURVEYING" SHOWN AS POINT NUMBER 305M PER COUNTY SURVEY NUMBER 21647, FILED AT THE JACKSON COUNTY SURVEYORS OFFICE; THENCE SOUTH 55°29'46" EAST A DISTANCE OF 341.28 FEET TO ENGINEER'S CENTERLINE STATIONING (LOZIER LANE) 3+41.28; THENCE ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT (THE CHORD TO WHICH BEARS SOUTH 26°53'29" EAST A DISTANCE OF 383.01 FEET) AN ARC DISTANCE OF 399.40 FEET TO ENGINEER'S CENTERLINE STATIONING (LOZIER LANE) OF 7+40.68; THENCE SOUTH 01°42'48" WEST A DISTANCE OF 833.81 FEET TO ENGINEER'S CENTERLINE STATIONING (LOZIER LANE) 15+74.49.

THE LENGTH AND WIDTH OF THE STRIP OF LAND REFERRED TO ABOVE ARE AS FOLLOWS:

Station	to	Station	Width Westerly of Center Line
6+25		7+50	43.00

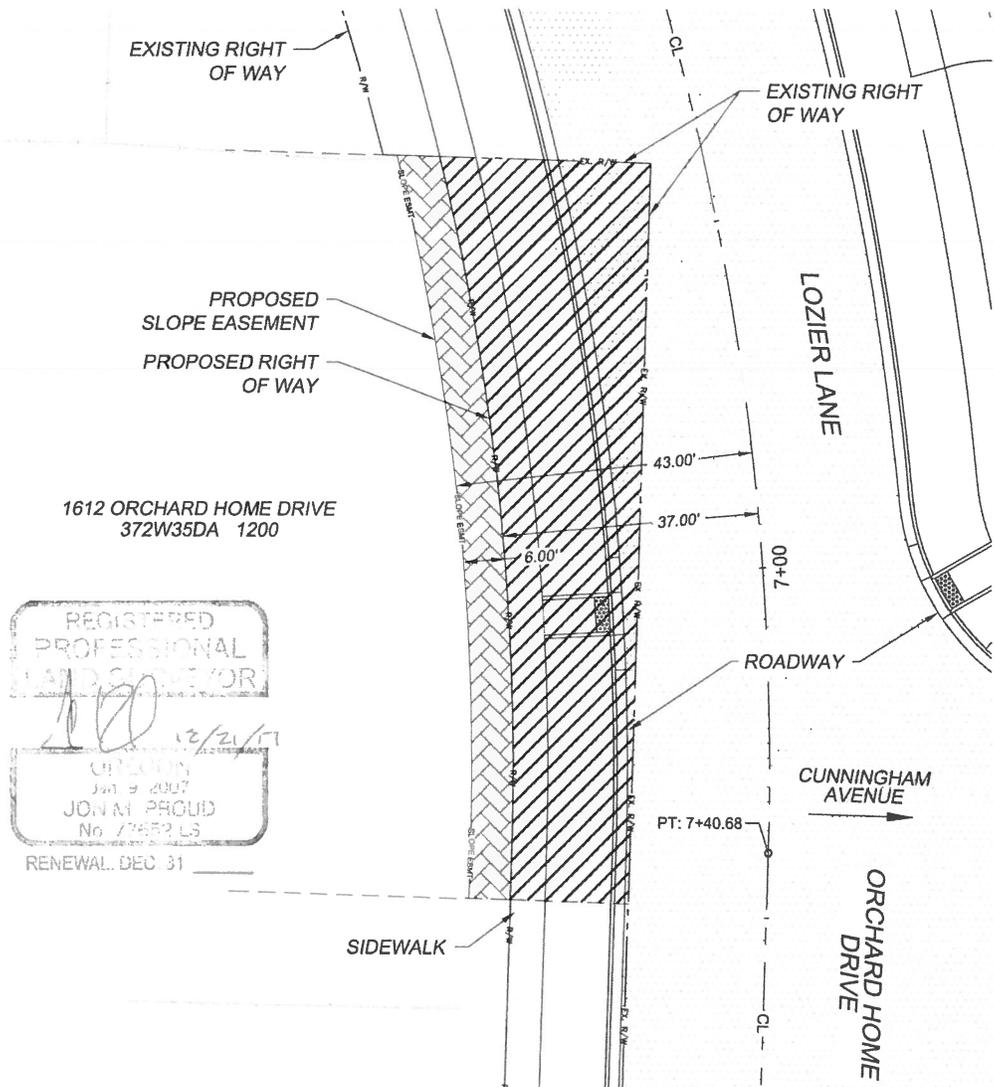
EXCEPT THEREFROM ANY PROPERTY DESIGNATED AS PUBLIC RIGHT OF WAY.

THIS TRACT OF LAND TO WHICH THIS DESCRIPTION APPLIES CONTAINS 643 SQUARE FEET, MORE OR LESS.

BEARINGS BASED ON COUNTY SURVEY NUMBER 21647, FILED AT THE JACKSON COUNTY SURVEYORS OFFICE.

THE GRAPHIC DEPICTION OF THE ABOVE DESCRIPTION IS SHOWN ON EXHIBIT "B" ATTACHED HERETO.

EXHIBIT B



REGISTERED PROFESSIONAL LAND SURVEYOR
 JON M. PROUD
 No. 7952 LS
 RENEWAL DEC 31

LEGEND

-  RIGHT-OF-WAY = 2,237 SF
-  SLOPE EASEMENT = 643 SF
- CL — REALIGNED CENTERLINE
- R/W — PROPOSED RIGHT OF WAY
- SLOPE ESMT — PROPOSED SLOPE EASEMENT
- EX R/W — EXISTING RIGHT OF WAY

SCALE: 1"=20'
 VERIFY SCALE
 1" AT CORRECT SCALE

WRITTEN DESCRIPTION ATTACHED HERETO AS "EXHIBIT A", CENTERLINE SHOWN IS A PORTION OF REALIGNED CENTERLINE AS DESCRIBED IN "EXHIBIT A".

CITY OF MEDFORD - ENGINEERING DEPARTMENT		
LOZIER LANE EXTENSION PROJECT MAP: 372W35DA TL: 1200 RIGHT OF WAY EXHIBIT B		
DRAWN BY: ML	DATE: 11/28/17	PROJECT NO. P1827
CHECKED BY: DH	DATE: 11/28/17	
APPROVED	DATE:	SHEET NO. 1 of 1
REVIEWED BY CITY TRANSPORTATION MANAGER	DATE:	
REVIEWED BY CITY ENGINEER	DATE:	
APPROVED BY ORDINANCE NO.	DATE:	

Drawing Name: P:\Land Projects\31P1827 Lozier Lane Extension\Design\Draw X (RW).dwg Nov 28, 2017 - 6:12am



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.2

www.ci.medford.or.us

DEPARTMENT: Parks, Recreation, Facilities **AGENDA SECTION:** Ordinances and Resolutions
PHONE: (541) 774-2483 **MEETING DATE:** February 1, 2018
STAFF CONTACT: Rich Rosenthal, Director

COUNCIL BILL 2018-12

A resolution authorizing the City of Medford Parks and Recreation Department on behalf of Southern Oregon Veterans Benefit to apply for a Local Government Grant in the amount of \$100,000 from the Oregon Parks and Recreation Department for development assistance for the Vietnam Memorial Wall project at U.S. Cellular Community Park.

SUMMARY AND BACKGROUND

The Parks, Recreation and Facilities Management Department requests approval of a resolution to apply for a Local Government Grant through the Oregon Parks and Recreation Department on behalf of Southern Oregon Veterans Benefit (SOVB) for development assistance with the Vietnam Memorial Wall project at U.S. Cellular Community Park.

PREVIOUS COUNCIL ACTIONS

On February 21, 2008, Council approved Council Bill 2008-37, authorizing the Department to apply for a Local Government Grant for U.S. Cellular Community Park development.

On March 3, 2011, Council approved Council Bills 2011-28 and -29, authorizing the Department to apply for Local Government Grants for Lone Pine and Oregon Hills park development, respectively.

On July 7, 2016, Council approved Council Bill 2016-82, authorizing a lease agreement with SOVB for use of an area within U.S. Cellular Community Park for a Vietnam Memorial Wall.

ANALYSIS

The Oregon Parks and Recreation Department is accepting applications for the 2018 Local Government Veterans and War Memorials Grant Program cycle. Only government entities are eligible to apply, and the agency must partner with a veteran organization. Consequently, the Department requests Council authorization in the form of a resolution to participate in this grant program on behalf of Southern Oregon Veterans Benefit and its efforts to build a Vietnam Memorial Wall at U.S. Cellular Community Park.

A City Council resolution is a requirement for the grant application.

A grant application of up to \$100,000 will be submitted. The grant program has a requirement for a 10 percent match in cash contributions. The Vietnam Memorial Wall project easily meets this requirement based on the \$400,000 in donations received to date, including the \$250,000 recently appropriated by the Oregon legislature.

Approximately \$150,000 is needed to complete fundraising, and the City is not responsible for this balance. However, the Department will manage the construction contracts on behalf of SOVB as an in-kind contribution.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

City to apply for grant funds on behalf of Southern Oregon Veterans Benefit in the amount of up to \$100,000.

TIMING ISSUES

Approval of the resolution is a grant application requirement. The application deadline is April 2018.



**CITY OF MEDFORD
AGENDA ITEM COMMENTARY**

Item No: 80.2

www.ci.medford.or.us

COUNCIL OPTIONS

- Approve the resolution as presented.
- Amend the resolution.
- Deny the resolution and provide staff with direction.

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

SUGGESTED MOTION

I move approval of the resolution authorizing the Parks, Recreation and Facilities Department to apply for a Local Government Grant for the Vietnam Memorial Wall project.

EXHIBITS

Resolution

RESOLUTION NO. 2018-12

A RESOLUTION authorizing the City of Medford Parks and Recreation Department on behalf of Southern Oregon Veterans Benefit to apply for a Local Government Grant in the amount of \$100,000 from the Oregon Parks and Recreation Department for development assistance for the Vietnam Memorial Wall project at U.S. Cellular Community Park.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the 2018 Local Government Veterans and War Memorials Grant Program; and

WHEREAS, the City of Medford Parks and Recreation Department desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

WHEREAS, the City Council has identified improvements at U.S. Cellular Community Park as a high priority need in Medford; and

WHEREAS, Southern Oregon Veterans Benefit and Medford Parks and Recreation Department desire to construct a Vietnam Memorial Wall at U.S. Cellular Park; and

WHEREAS, Southern Oregon Veterans Benefit has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, Southern Oregon Veterans Benefit will provide adequate funding for on-going operations and maintenance of the Vietnam Memorial Wall Project should the grant funds be awarded; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, OREGON, that:

Section 1. The City Council demonstrates its support for the submittal of a grant application to the Oregon Park and Recreation Department for development assistance for the Vietnam Memorial Wall project at U.S. Cellular Park.

Section 2. Parks and Recreation Department Director Rich Rosenthal is hereby delegated the authority to sign the grant application.

Section 3. This Resolution shall be effective following its adoption by the City Council.

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

ATTEST: _____
City Recorder

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.3

www.ci.medford.or.us

DEPARTMENT: Parks, Recreation, Facilities **AGENDA SECTION:** Ordinances and Resolutions
PHONE: (541) 774-2483 **MEETING DATE:** February 1, 2018
STAFF CONTACT: Rich Rosenthal, Director

COUNCIL BILL 2018-13

An ordinance authorizing execution of a Naming Rights Agreement with Quality Fence in the amount of \$145,000 for recognition opportunities at Bear Creek Park for ten years.

SUMMARY AND BACKGROUND

The Parks, Recreation and Facilities Management Department requests approval of a ten year, \$145,000 naming-rights agreement with Quality Fence for recognition opportunities at Bear Creek Park.

PREVIOUS COUNCIL ACTIONS

On December 5, 2002, Council approved Council Bill 2002-212, adopting the policy for naming or renaming facilities or areas within the Medford parks and recreation system.

On November 4, 2004, Council approved Council Bill 2004-219, adopting a naming-rights policy for parks, facilities and programs.

On June 15, 2006, Council approved Council Bill 2006-140, revising the naming-rights policy.

ANALYSIS

The Parks, Recreation and Facilities Department, in partnership with the Medford American Little League (MALL) board of directors, negotiated the proposed ten year facility naming-rights agreement with Quality Fence, a Rogue Valley-based business, in exchange for the much-needed replacement and ongoing maintenance of youth ballfield fencing at Bear Creek Park.

The in-kind deal valued at \$145,000 would result in the complex being referred to as the "Quality Fence Fields at Bear Creek Park" for 10 years. Over the next four years, Quality Fence would replace existing residential-grade chain-link fence post and fabric with commercial-grade materials on six ballfields in addition to installing new outfield fences on the t-ball field (Field 7) and on Field 5.

New fencing tremendously augments efforts by the Parks Maintenance Division and the Little League to upgrade the safety and appearance of the ballfields based in conjunction with a multi-year refurbishment plan jointly developed by the Department and MALL in 2016. At that time, new field fencing was identified as a high-priority need.

City Council Resolution 2006-140 stipulates the Parks and Recreation Commission must recommend the proposed name and negotiated naming-rights contract for City Council consideration. The resolution states commercial naming-rights are permissible "when a negotiated amount of funding is provided for the development or enhancement of the facility or program." The Commission reviewed the proposed agreement on January 23, 2018, and it recommends Council approval.

If approved, fence installation is slated for Fields 4 and 7 this calendar year, commencing as soon as possible. Fields 2, 5 and 6 would be completed in 2019; Fields 1 and 3 in 2020; and a new Field 5 outfield fence in 2021.

In addition to the facility name, Quality Fence would receive facility signage of mutually agreeable size, style and content at points of entry to the field complex and in the complex facing I-5, produced at the Department's expense, an estimated one-time cost of \$1,000. The agreement supplants MALL aspirations



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.3

www.ci.medford.or.us

to obtain naming rights for individual fields. However, there are no contractual restrictions on the number of signs MALL may display on individual fields, a potential major revenue stream for League operations.

Should Council approve the agreement, it would be the City's ninth park or recreation facility naming-rights agreement since 2007, the second outside of U.S. Cellular Community Park, and the first at Bear Creek Park. Based on facility usage, the table below demonstrates the Quality Fence agreement is comparable in value and in duration to the current Harry & David Field naming-rights contract.

Facility	Games/year	Estimated Visits	Naming rights fee/year	Duration	Cost per impression
Santo Gym	1,100	55,000	\$5,000	10 years	\$0.09
Bear Creek Park Fields	500	33,600	\$14,500	10 years	\$0.43
USCCP Field 1	650	156,950	\$25,000	2 years	\$0.16
USCCP Charter Field	250	156,950	\$35,000	10 years	\$0.22
Harry & David Field	100	85,000	\$35,750	10 years	\$0.42

The Bear Creek Park ballfields serve approximately 400 MALL baseball and softball. MALL has had an exclusive facility use agreement with the City since the 1980s. Until recently, MALL's all-volunteer board was responsible for ballfield facility development and maintenance.

The Department uses the ballfields to operate the award-winning annual Junior Giants baseball and t-ball program. In 2017, the free, eight-week summertime program served 563 boys and girls – the fourth-largest among 97 subsidized by the San Francisco Giants Community Fund.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

City to receive \$145,000 in in-kind materials and services.

TIMING ISSUES

Quality Fence is prepared to begin work as soon as the agreement is approved.

COUNCIL OPTIONS

- Approve the agreement as presented.
- Propose modifications to the agreement.
- Deny the agreement and provide staff with direction.

STAFF RECOMMENDATION

Staff recommends approval of the agreement.

SUGGESTED MOTION

I move approval of the naming rights agreement with Quality Fence for recognition opportunities at the Bear Creek Park ballfields.

EXHIBITS

- Ordinance
- Bear Creek Park ballfield layout map
- Quality Fence naming rights agreement

ORDINANCE NO. 2018-13

AN ORDINANCE authorizing execution of a Naming Rights Agreement with Quality Fence in the amount of \$145,000 for recognition opportunities at Bear Creek Park for ten years.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of a Naming Rights Agreements with Quality Fence in the amount of \$145,000 for recognition opportunities at Bear Creek Park for ten years, which is on file in the City Recorder's office, is hereby authorized.

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

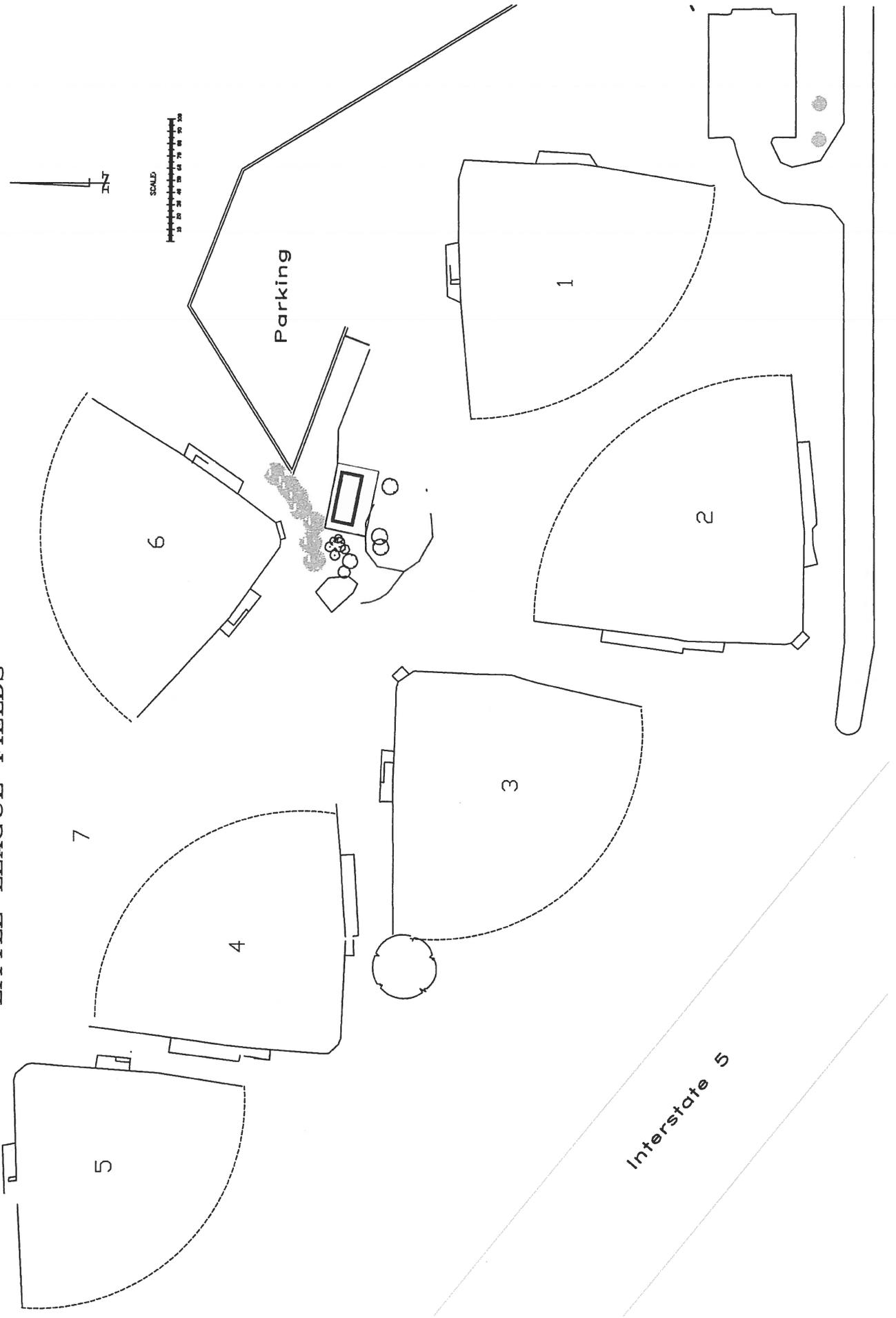
ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

CITY OF MEDFORD
BEAR CREEK
LITTLE LEAGUE FIELDS



NAMING RIGHTS AGREEMENT

This Agreement is made as of _____ (“Effective Date”) by and between Quality Fence Co. (“Quality Fence”) and the City of Medford, Oregon (“City”), an Oregon municipal corporation.

WHEREAS, City owns and maintains Bear Creek Park (BCP) and related facilities located at 1520 Siskiyou Blvd, park land situated in the center of Interstate Highway No. 5, Siskiyou Blvd, Highland Drive and Barnett Rd, Medford, Oregon.

WHEREAS, City has the right to name the Ballfield Complex at BCP, pursuant to its naming rights policy to authorize certain advertising and promotional activities at the Complex.

WHEREAS, City wishes to grant to Quality Fence the right to name the facility and to grant to Quality Fence the rights to conduct advertising and promotional activities in connection with the Complex as well as the other promotional rights and benefits described in this Agreement.

WHEREAS, Quality Fence desires to acquire such rights.

NOW, THEREFORE, the parties agree as follows:

Section 1. Complex

1.1 The Complex is comprised of seven fields, identified in Exhibit A.

(a) Hours of Operation. The hours of operation of the park and Complex will be 365 days during standard park hours of operation.

1.2 City shall and will continue to own the Complex, including the elements described above, each of which and collectively shall be kept in a state of a quality at least comparable to the quality of other similar venues.

1.3 City acknowledges the importance of Quality Fence’s connection with the Complex to Quality Fence’s public image and business reputation. City shall use its best efforts to ensure that its actions, as well as the actions of its agents and others associated with the Complex, reflect favorably on Quality Fence’s public image, good will, or business reputation.

1.4 Except as expressly set forth in this Agreement, Quality Fence shall not bear any responsibility for the operation of the Complex.

Section 2. Naming Rights Fee

2.1 Quality Fence shall credit the City a Naming Rights Fee valued at \$145,000 as set forth below:

(a) City shall receive \$36,250 of Quality Fence in-kind product and service credit each year for 4 consecutive years, calculated from Jan. 1 through Dec. 31 each year until such credit totals total \$145,000.

(b) The value of the in-kind product and services credit shall be a value calculated on the standard rates assessed by Quality Fence to non-profit organizations in the Medford/Ashland or southern Oregon area.

Section 3. Grant of Rights

3.1 Grant of Naming Rights. Pursuant to the naming rights policy, City grants to Quality Fence the exclusive right to name the Complex and to advertise and promote the Complex and Quality Fence naming rights. Pursuant to such grant, Quality Fence may name the Complex "Quality Fence Fields at Bear Creek Park, Medford American Little League".

(a) Changes.

Quality Fence may propose a new Complex Name, to replace the then-current Complex Name, upon notice to City. Any new Complex Name shall be subject to City's prior written approval, which shall not be unreasonably withheld. Quality Fence shall pay all costs and expenses incurred in implementing a new Complex Name pursuant to this subsection, explained further in Exhibit B.

3.2 Grant of Sponsorship Rights. City grants to Quality Fence the exclusive sponsorship right to be identified as a sponsor of the Complex, hereas known as the collective of all 7 individual fields within the ballfield complex at BCP and to advertise and promote the Complex and Quality Fence's sponsorship. Additional benefits outlined in Exhibit B.

Section 4. Exclusivity.

City shall not authorize any manufacturer, seller, distributor, advertiser or dealer of any of the following competitive goods or services to be a sponsor or co-sponsor of the Complex or individual fields:

- Fence providers, distributors or manufacturers
- Fencing contractors or general contractors who provide fencing services

Section 5. Trademarks

5.1 Ownership.

(a) Quality Fencing Trademarks. As between the parties, Quality Fence trade names, trademarks, service marks, and logos, including those identified on Exhibit C (collectively, "Charter Fencing Trademarks"), are and shall remain the property of Quality Fence. Quality Fence Trademarks shall not include Complex Trademarks (as defined below).

(b) Complex Trademarks. As between the parties, the Complex Name, including those identified on Exhibit C (collectively, "Complex Trademarks"), are and shall remain the property of Quality Fence. Quality Fence may seek a trademark or service mark registration for the Complex Name.

5.2 License Grant. Quality Fence hereby grants to City the right use and to license others to use the Complex Trademarks in connection with the marketing, operation, and promotion of the Complex, subject to Quality Fence's prior written approval of such uses. City may not use the Complex Trademarks other than as authorized by Quality Fence. Quality Fence expressly reserves all other rights in the Quality Fence Trademarks.

5.3 Quality Control. City shall manage and operate the Complex in a manner generally consistent with the highest standards of quality applicable to comparable venues.

Section 6. Advertising and Merchandising

6.1 All material designed to publicize, advertise, promote, disseminate information regarding, or otherwise refer to the Complex, including: signs, press materials, brochures, tickets, media advertising of any type (such as radio and television commercial announcements, and print advertising) (collectively, "Advertising and Promotional Materials") and material designed to publicize, advertise, promote, or otherwise refer to the Complex, other than "Advertising and Promotional Materials," including but not limited to equipment, uniforms, programs, clothing, souvenirs, and memorabilia (collectively, "Promotional Merchandise"), whether or not specifically identified as such, shall: (a) be of a high standard of quality at least comparable to the quality used for other similar facilities; (b) be of a style, appearance, and quality as to suit the best exploitation of the Complex; (c) bear appropriate trademark and copyright notices; and (d) be free from product defects, merchantable, and fit for its particular purpose.

6.2 Quality Fence shall have the royalty-free right to produce, sell, and distribute Promotional Merchandise, retaining any proceeds and without accounting to

City therefore. Any Promotional Merchandise bearing Complex Trademarks shall be subject to City's approval, which shall not be unreasonably withheld.

6.3 City shall have the royalty-free right to produce, sell, and distribute Promotional Merchandise bearing Complex Trademarks. Such merchandise shall be subject to Quality Fence's approval, which shall not be unreasonably withheld.

6.4 If any Promotional Merchandise manufactured, distributed, or sold by a party shall be defective in material or workmanship or otherwise fail to conform with the terms of this Agreement, the other party may, in addition to its other rights, require destruction of such goods or the alteration to remove the trademarks there from, at the sole expense of the owner of such merchandise.

Section 7. Display of Complex Name and Quality Fence's Trademarks

7.1 Use of Name. City shall use the Complex Name and Quality Fence Trademarks as set forth on Exhibit D and Exhibit C. Unless otherwise specified, all such uses shall be at the cost and expense of City, including the cost and responsibility for producing, installing, and maintaining such displays in good order, repair, and condition at all times.

7.2 Use of Complex Trademarks. City shall use the Complex Name in all advertising and promotional for activities at the Complex.

7.3 Preeminence of Quality Fence Naming Rights and Sponsorship.

(a) Quality Fence acknowledges that, subject to Section 4, City may grant other sponsorships related to individual elements of the Complex.

(b) City acknowledges that Quality Fence rights shall be superior to and have precedence over all other sponsorships related to the Complex:

(1) City shall ensure that, compared to Quality Fence, no other single sponsor or brand has or related sponsors or brands have: (A) a greater number of signs, (B) larger signs, (C) a greater aggregate square footage taking into account all signs, (D) priority in choosing locations for signs, or (E) priority in choosing the dates of events.

(2) Wherever feasible, references to Quality Fence shall appear in the primary position and in the largest font whenever more than one sponsor is identified on the Complex.

7.4 Advertising and Promotional Benefits. City shall provide Quality Fence with the advertising, promotional, and hospitality benefits set forth on Exhibit E.

Section 8. Reports

From time to time, Quality Fence may require City to submit written progress reports to Quality Fence in connection with the operation of the Complex. Such reports shall describe: (a) the activities engaged in by City with specific reference to its obligations and duties under this Agreement; and (b) other information relevant to City's performance or otherwise required under this Agreement.

Section 9. Term

9.1 Initial Term. This Agreement shall begin as of January 1, 2018 and continue 10 years until December 31, 2027.

9.2 Renewal. Quality Fence may renew this Agreement for one additional 10 year term on the cash or equivalent contained herein, except for the amount of the Naming Rights Fee, on written notice to City at least one year prior to the expiration of the initial term, provided that Quality Fence and City agree to the amount of the Naming Rights Fee within nine months.

9.3 Right of Exclusive Negotiation. During the term, Quality Fence shall have an exclusive right of first negotiation regarding the name of the Complex or any sponsorship comparable to its sponsorship rights under this Agreement for any period following the term.

9.4 Right of First Refusal. City may not enter into any agreement with another party that contains terms and conditions materially different from the terms last offered to Quality Fence and refused by Quality Fence, unless City has provided Quality Fence with notice of such terms and Quality Fence has either failed to accept such terms or has not responded to the notice within sixty days.

Section 10. Termination

10.1 By Quality Fence. Quality Fence may terminate this Agreement:

(a) Upon notice to City of a material breach by City. Such termination shall be effective ten days after the date of such notice (unless a greater period is specified in the notice) unless City cures the breach within such period. In addition to the breaches identified in Section 10.1(b), a material breach includes, without limitation:

(1) Any representation or warranty by City contained in this Agreement that is false or misleading in any material respect.

(2) A default by City in the performance or observance of any material term of this Agreement.

The cure period shall not apply to any breach that by its nature is not capable of cure.

(b) Immediately upon notice to City if:

(1) City : (A) has proceedings in bankruptcy, reorganization, receivership, or dissolution initiated by or against it; (B) makes an assignment for the benefit of its creditors; (C) admits in writing that it is unable to pay its debts generally as they become due; or (D) winds up or liquidates its business.

(2) City, any of its agents, or others associated with the Field, become involved in or have at any time been involved in scandalous, criminal, notorious, or disreputable activity that is likely to damage, detract from, or reflect unfavorably on Quality Fence's public image, good will, or business reputation.

10.2 By City. City may terminate this Agreement upon notice to Quality Fence if Quality Fence fails to adhere to the Naming Rights Agreement. Such termination shall be effective 15 business days after the date of such notice (unless a greater period is specified in the notice) unless Quality Fence cures the breach within such period.

10.3 Consequence of Termination. On any termination of this Agreement, City shall:

(a) Take all action necessary to protect any property in its possession in which Quality Fence has an interest, including any property bearing Quality Fence Trademarks.

(b) Take all reasonable steps to protect Quality Fence Trademarks, including ceasing use of them within a reasonable period of time under the circumstances of the termination.

(c) At Quality Fence's request, take all action necessary to announce and publicize the discontinuation of Quality Fence's affiliation with the Complex.

Notwithstanding the foregoing, upon the expiration of this Agreement, City may continue to use the Complex Name under the standards set forth in this for a commercially reasonable period of time, but no longer than 90 days.

Section 11. Other Contractual Obligations

Any agreement related to the Complex between City and any third party shall contain a clause substantially in the following form:

[Third party] shall look solely to [City] for performance and for payment and satisfaction of any obligation or claim arising out of or in connection with this Agreement, and [Third Party] hereby covenants that it shall not assert any claim against or look to Quality Fence or any of its officers, directors, employees, affiliates, or representatives for satisfaction of any such obligation or claim.

Section 12. Representations and Warranties

12.1 By Quality Fence. Quality Fence represents and warrants that:

(a) It owns and has adopted and used Quality Fence Trademarks.

(b) It has full power and authority to enter into this Agreement, grant the rights granted hereunder, and perform its obligations as set forth herein and the person signing this Agreement on its behalf has the authority to do so.

12.2 By City. City represents and warrants that:

(a) It has and will continue to have the authority to own the Complex.

(b) Pursuant to its naming rights policy has full power and authority to enter into this Agreement, grant the rights granted hereunder, and perform its obligations as set forth herein and the person signing this Agreement on its behalf has the authority to do so.

Section 13. Indemnification

13.1 By Quality Fence. Quality Fence shall indemnify and hold harmless City and their respective officers, directors, employees, successors, and assigns from any claims, damages, liabilities, losses, government procedures, costs, and expenses, including reasonable attorneys' fees and costs of suit, arising out of any claims by third parties relating to negligent or intentional acts or omissions of Quality Fence or its employees, agents, or representatives in the exercise of its rights hereunder, including any events or activities conducted by Quality Fence, except to the extent caused by the negligence or willful misconduct of City.

13.2 By City. City shall indemnify and hold harmless Quality Fence and Quality Fence's officers, directors, employees, successors, and assigns from any claims, damages, liabilities, losses, government procedures, costs, and expenses, including reasonable attorneys' fees and costs of suit, arising out of claims by third parties relating to:

(a) Any negligent or intentional acts or omissions of City or its employees, agents, or representatives in the exercise of its rights hereunder, except to the extent caused by the negligence or willful misconduct of the City.

(b) Any injury, including death, to the person or property of another or other damage occurring in connection with the Complex or the activities of City related to Complex, including but not limited to Promotional Merchandise manufactured, distributed, or sold by City.

(c) All loss, damage, or expense whatsoever resulting from the execution or the performance of this Agreement that constitutes a breach of any obligation of City to a third party.

13.3 The party seeking to be indemnified ("Indemnified Party") shall give prompt written notice to the other ("Indemnifying Party") of any such claim, suit, or demand. Indemnifying Party shall thereupon be entitled to defend or settle the same through counsel of its own choosing and shall promptly notify Indemnified Party of its intention in this regard. Indemnified Party shall cooperate with the Indemnifying Party in the defense. Indemnified Party may conduct the defense itself, at Indemnifying Party's expense, if Indemnifying Party has not notified Indemnified Party of its election in this regard within 30 days following notice by Indemnified Party of such matters.

Section 14. Insurance

14.1 Quality Fence shall obtain and maintain at its own expense, during the term of this Agreement, and for the duration of this agreement, insurance policies or written with a group self-insurance program approved by the State of Oregon in the amounts and on the terms specified below, which policies shall:

(a) Commercial General Liability Insurance in the amount of \$5,000,000 per occurrence (which may be provided in any combination of primary and umbrella liability coverage), including coverage for bodily injury and property damage, premises and operations, products, completed operations, contractual liability, independent contractors, and personal/advertising injury liability.

(b) Workers Compensation (as required by law) and Employer's Liability in the amount of \$1,000,000 per occurrence.

(c) Provide standard product liability protection.

(d) Media Liability, Sponsorship or other similar coverage in the amount of \$2,000,000 per claim. The Media Liability or other similar insurance shall include coverage for infringement of any intellectual property right of any

third party, including without limitation trade secret, copyright, trade dress or slogan.

(e) Identify Quality Fence, its affiliates, and related entities and the officers, directors, partners, employees and representatives of each, including their respective successors and assigns, as additional insureds under the commercial general liability and umbrella and excess liability policies.

14.2 The foregoing liability insurance shall be primary with respect to liability assumed by Quality Fence hereunder, and shall include a waiver of subrogation in favor of City and name City, its subsidiaries, divisions, affiliates and/or related entities and their officers, directors, partners, employees and representatives, including their respective successors and assigns as additional insureds. Such insurance shall be with insurers and in a form reasonably acceptable to City and shall require the insurer to give City at least 30 days' prior notice of any modification or cancellation of coverage. Quality Fence shall provide City with such evidence of coverage in the form of a certificate of insurance within 30 days of execution of this Agreement.

Section 15. Assignment and Transfer Provisions

15.1 Definition of Transfer. As used in this Agreement, the term "Transfer" means any one or more of the following:

- (a) Any assignment by Quality Fence of all or any part of this Agreement; or
- (b) Any assignment by operation or law, but excluding a merger or consolidation of Quality Fence into another entity, or any sale or lease of all or substantially all of the assets of Quality Fence to another entity provided that the succeeding entity agrees to assume all of Quality Fence's obligations under this Agreement.

15.2 Purpose of Restrictions. Quality Fence recognizes that in view of the following factors, the qualifications of Quality Fence are of particular concern to the community:

- (a) The importance of the Complex to City's interest and to the general welfare of the community, with particular reference to the community's objectives in the Park.
- (b) The reliance by City upon the revenues from the program and ability of Quality Fence to contribute financially and upon the continuing interest which Quality Fence shall have in the Park to assure the quality of the use, operation and maintenance deemed critical by City.
- (c) The importance to City and the community of the standards of use, operation and maintenance of the Complex.

(d) Quality Fence further recognizes that it is because of such qualifications and identity that City and Agency are entering into this Agreement with Quality Fence. No voluntary or involuntary successor in interest of Quality Fence shall acquire any rights or powers under this Agreement except as expressly set forth herein.

15.3 Permitted Transfers. Notwithstanding anything in Section 15.1 or 15.2 to the contrary, the following Transfers shall be permitted:

(a) The granting of easements or permits to facilitate the development of the Field.

(b) The granting of any security interest for financing the acquisition and development of the Field.

(c) Formation of joint ventures, limited liability companies or partnerships entered into by Quality Fence with third parties for the purpose of Park financing and development so long as Quality Fence or a wholly owned subsidiary of Quality Fence or its parent company, remains the sole general partner or managing general partner or managing venture partner of any joint venture or partnership and holds at least a fifty-one percent (51%) ownership interest in such joint venture or partnership, or Quality Fence, or a wholly owned subsidiary of Quality Fence, is the sole manager or managing member of any member managed limited liability company and holds at least a fifty-one percent (51%) membership interest in any limited liability company and that are approved in writing by the City through the City's City Manager ("City Manager") after review by the City Manager with City Council. Neither the City Manager's approval nor the City Council's review shall be unreasonably withheld, conditioned or delayed, provided the City Manager may condition the City's approval on Quality Fence remaining fully responsible to the Agency and the City to the extent of its obligation under this Agreement; and the proposed joint venture agreement, limited liability operating agreement or partnership agreement does not require or result in any diminution of City's or Agency's rights under this Agreement. Unless rejected or approved subject to conditions by the Agency within ten (10) calendar days of submission by Quality Fence, the formation of such joint venture, limited liability company or partnership and admission of the proposed joint venturers, limited liability company, members or managers, or partners as a result thereof shall be deemed approved. In connection with obtaining the City's approval pursuant to this Section

(d) Quality Fence may be required to submit the proposed joint venture agreement, limited liability company agreement or partnership

agreement to the City Manager as is reasonably necessary for the City Manager to determine compliance with the foregoing conditions for approval.

(e) A merger or consolidation of Quality Fence into another entity, or any sale or loss of all or substantially all of the assets of Quality Fence, provided that the succeeding entity agrees to assume all of Quality Fence's obligations under this Agreement.

Section 16. Arbitration

16.1 The parties shall negotiate in good faith in order to resolve any disputes relating to this Agreement. Any disputes that the parties are unable to resolve, which are required by this Agreement to be submitted to arbitration, shall be subject to arbitration in Medford, Oregon under the rules of the American Arbitration Association ("AAA"). There shall be three neutral arbitrators chosen by the parties to the dispute, or in the event of their failure to agree, by the AAA.

16.2 All of the parties shall facilitate the arbitration by (a) making available to each other and to the arbitrators for inspection and extraction all documents, books and records that would be so available under the Federal Rules of Civil Procedure, (b) making personnel under their control available to other parties and the arbitrators, and (c) strictly observing the time periods established by the arbitrators for the submission of evidence and pleadings. The arbitrators shall have the power to render declaratory judgments, as well as to award monetary claims; provided, however, that the arbitrators shall not have the power to act without providing an opportunity to each party to the dispute to be represented before the arbitrators. The arbitrators shall use all reasonable means to settle the dispute with dispatch and shall state their decision in writing along with their reasons for the decision. The arbitration award shall be final and binding and judgment may be entered upon it in accordance with applicable law in accordance with any court of competent jurisdiction. The arbitrators may allocate the costs and expenses (including without limitation attorneys' fees) of the proceedings between the parties to the dispute and shall award interest as the arbitrators deem appropriate.

Section 17. General

17.1 Relationship. The parties are acting as independent contractors; nothing in this Agreement shall be deemed to create a joint venture, partnership, agency, employment, or other relationship between the parties.

17.2 Survival. The following provisions shall survive the termination or expiration of this Agreement: Section 5, Section 13, and Section 14.

17.3 Entire Agreement. This Agreement is the parties' entire agreement with respect to its subject matter and supersedes any other agreements, written or oral relating to that subject matter.

17.4 Modifications. This Agreement may not be amended, modified, waived, or adjusted except in a writing signed by the parties.

17.5 Assignment. City may not assign or delegate any of its rights or obligations under this Agreement without Quality Fence's prior written consent. Any assignment or delegation made without such consent shall be void.

17.6 Notice. All communications and notices hereunder shall be in writing addressed to a party at its address set forth below or at such other address as may be given by a party pursuant to a notice that complies with this section.

Quality Fence:

Quality Fence Co.

With a copy to:

City:

City of Medford
411 West 8th Street
Medford, Oregon 97501
Attention: Brian Sjothun, City Manager

Telecopy: (541)-774-2560

All notices shall be delivered personally, by telecopy, by reputable overnight courier service, or by United States mail, provided that in all cases, delivery is confirmed.

17.7 No Implied Waivers. A party's waiver of its rights under this Agreement on one occasion shall not waive those rights on another occasion.

17.8 Remedies. The rights and remedies of this Agreement are intended to be cumulative and the exercise of one shall not waive the exercise of another.

17.9 Severability. If any provision of this Agreement is deemed to be invalid: (a) the remainder shall not be deemed invalid, and (b) it shall be deemed amended by modifying such provision to the extent necessary to make the provision valid while preserving its intent or, if such a modification is not possible, substituting another valid provision so as to materially effectuate the parties' intent.

17.10 Governing Law. This Agreement shall be deemed to have been executed in the State of Oregon, without regard to its conflicts of law rules.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first set forth above.

Quality Fence Co.

City of Medford, Oregon

By: _____

By: _____
Gary Wheeler , Mayor

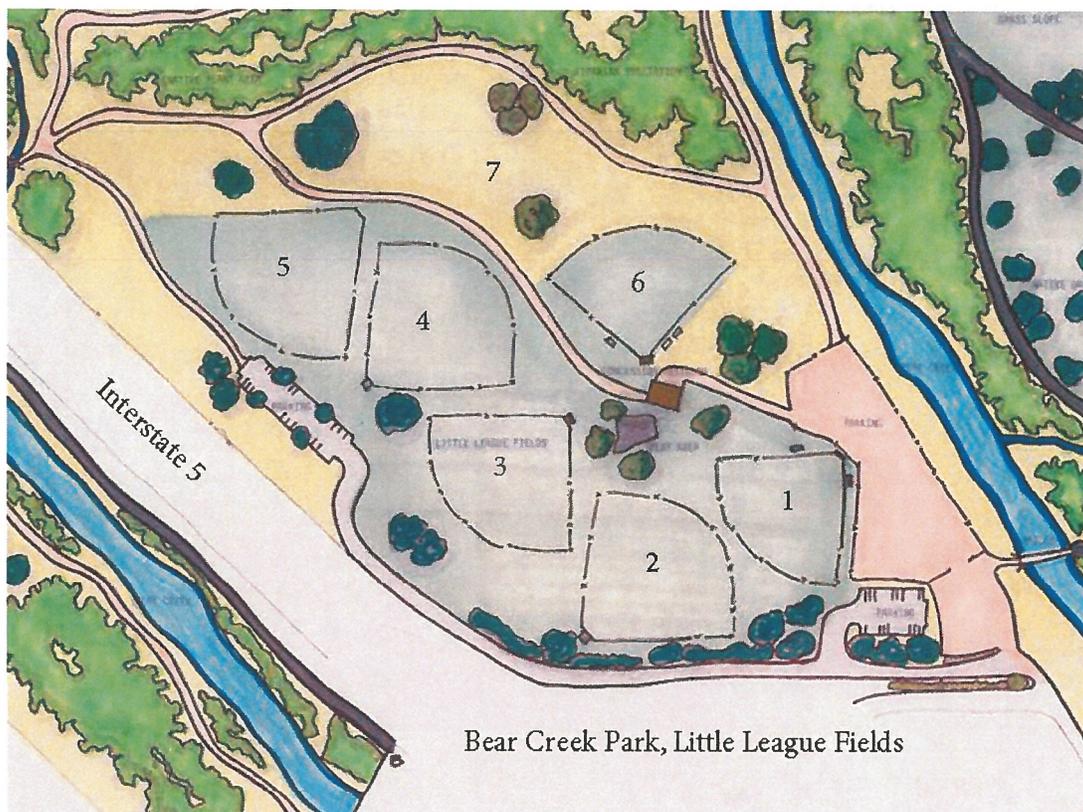
Date: _____

Date: _____

By: _____
[name/title]

Exhibit A

Field and Construction Replacement Phases



2018 Improvements

- Tear down, removal, replacement, and installation of new commercial-grade fence, posts and 9-gauge fabric on Field 4, including already removed sections.
- Install small backstop and outfield fence on Field 7.

2019 Improvements

- Tear down, removal, replacement, and installation of new commercial-grade fence, posts and 9-gauge fabric on Fields 2 and 6.
- Remove and replace backstop and outfield fence on Field 5.

2020 Improvements

- Tear down, removal, replacement, and installation of new commercial-grade fence, posts and 9-gauge fabric on Fields 1 and 3.

2021 Improvements

- Complete Field 5 by adding 275-foot commercial-grade outfield fence.

Exhibit B

Section 1. Sign Production and Replacement Payment

Medford Parks, Recreation and Facilities Management Department is responsible for signage production costs as well as ongoing maintenance and replacement costs. The determination for the need for replacement signage as a result of normal wear-and-tear, weather-related damage or damage caused by vandalism will be made by the Parks, Recreation and Facilities Department, upon consultation with the Quality Fence Chief Executive Officer or his/her designee. Costs for production, maintenance and replacement are solely the responsibility of Medford Parks, Recreation and Facilities Department and are not part of the overall naming rights fee.

Section 2. Sign Materials, Design and Content

Signage materials must adhere to City stipulations relating to BCP Little League Field signage and must not be installed or displayed in a manner that alters or damages fences, equipment or other Field features or structures.

Sign design and content must be approved by the Medford Parks, Recreation and Facilities Department prior to installation.

Section 3. Benefits of Naming Rights

In addition to field-naming rights, Quality Fence shall receive the following benefits as a part of the Naming Rights Agreement:

- A. Prominent signage of mutually agreeable size, style and content at Complex points of entry and near the freeway area.
- B. Prominent signage of mutually agreeable size, style and content at the Complex points of entry.
- C. Availability of one field within the Complex to be used annually for a company event or function. Time and date to be mutually agreed upon by the Medford Parks, Recreation and Facilities Department and the Medford American Little League.

Exhibit C

Trademarks

Section 1. Quality Fence Trademarks

- 1.1 The word mark: QUALITY FENCE
- 1.2 The Quality Fence logo:

Nothing in this Agreement shall be deemed to give City any right to use or claim any rights in the Quality Fence Trademarks, except as explicitly provided for in this Agreement.

Section 2. Complex Trademarks

- 2.1 The word mark consisting of the Complex Name.

City does not claim any rights in the name "Quality Fence" contained in any Complex Trademarks, as more fully set forth in this Agreement.

NAMING RIGHTS AGREEMENT

Exhibit D

Use of Complex Name

The following is not intended to limit the rights of Quality Fence or the obligations of City under Section 7.

Section 1. Complex Exterior.

City will provide and maintain the following signs bearing the agreed upon Complex name on the exterior of the Complex:

Section 2. Complex Interior.

City will provide and maintain the following signs bearing the agreed upon Complex name on the interior of the Complex:

2.1 **Individual Field Signs.** All field signs to include the agreed upon Complex name along with the field number on the outside of each field fence.

NAMING RIGHTS AGREEMENT

Exhibit E

Repair and Replacement of Fencing

Section 1. Field Fencing Repair and Replacement.

1.1 Quality Fence shall be responsible to perform and provide for the cost of service and materials for replacement and/or refurbishment of all field fencing within the Complex as it pertains to normal “wear and usage” damage.

1.2 City shall be responsible for replacement, refurbishment and damages of all field fencing with the Complex as it pertains to sudden direct or indirect negligence, such as, but not limited to vandalism cause by a third party.

(a) City shall exclusively use the services and materials from Quality Fence for the replacement, refurbishment and damage of field fencing.

(1) City shall provide written request to Quality Fence for service and materials within 30 days. Quality Fence shall have 30 days to reply and perform to City’s request for materials and service.

(2) City shall seek other fencing service and material providers, should Quality Fence not reply to City’s request for materials and service after the 30 day period.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 100.1

www.ci.medford.or.us

DEPARTMENT: City Manager
PHONE: (541) 774-2000
STAFF CONTACT: Brian Sjothun, City Manager

AGENDA SECTION: City Manager's Report
MEETING DATE: February 1, 2018

SUMMARY AND BACKGROUND

On January 4, Councilmember Bearson stated the Arts Commission would like regulation regarding murals in Medford. Staff was directed to review previous work that had been completed regarding this subject and to present options to Council for consideration.

PREVIOUS COUNCIL ACTIONS

Staff is unable to determine if the Public Art Acquisition Policy, which contains language for approval of murals under the Visual Artists Rights Act (17 USC 106A) has ever been formally reviewed by the Council.

ANALYSIS

The attached Public Art Selection & Acquisition Policy was developed by the Arts Commission in 2009. The Policy was never formally adopted by the Council. There are sections within the draft policy that addresses the placement of murals within the City of Medford.

The draft policy also addresses the acquisition and placement of other forms of visual art within the City of Medford and with funds that are provided to the Arts Commission for such acquisition through the biennial budget process.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

There is no immediate timing issue other than this was a request by the Arts Commission.

COUNCIL OPTIONS

Option A: Request that the Arts Commission review and update the draft policy that is nearly a decade old and to include the process for placement of murals. Once the draft is completed and has been reviewed by both the legal and planning department staff, the policy will be scheduled for a study session in order for Council to review prior to potentially moving forward for formal adoption.

Option B: Would be the same as the previous option, but with removing items related to murals.

Option C: Direct staff to not move forward with an update to the policy.

STAFF RECOMMENDATION

Staff recommends Option A.

SUGGESTED MOTION

I move to direct staff to move forward with Option A as presented.

EXHIBITS

Public Art Acquisition Policy

PUBLIC ART SELECTION & ACQUISITION POLICY



Chess Player, Vogel Park
Pete Helzer, bronze
2002

MEDFORD ARTS COMMISSION
MEDFORD, OREGON
ADOPTED XXX-XX-2009

DRAFT SUBMITTAL v1.0

City of Medford Public Art Selection and Acquisition Policy

1. PURPOSE & INTENT

The City of Medford Art Commission, established under Medford Municipal Code Section 2.438, seeks to enhance and improve the city through the development of a public arts program. The Commission's goal is to;

- Develop a program that contributes to and enhances community identity and pride.
- Provide the highest quality artwork available, promoting excellence and demonstrating diversity and variety of media.
- Encourage public participation and interaction with public spaces.
- Enrich the public environment for both residents and visitors through exposure to the arts.

The following policies and guidelines, as adopted by the Commission with the approval of the Medford City Council on _____, 2009 establish the process, policies and procedures used for the solicitation, review, approval, and acceptance of public art in the City of Medford.

2. DEFINITION:

As used here, in all communication by the Medford Arts Commission, and by the City of Medford, *Public Art* is defined as follows:

Works of craft or art in any medium that has been reviewed against adopted and standardized criteria, approved, and formally accepted for ownership by the City of Medford for installation in public locations, in or on publicly owned buildings, on publicly owned land, or in or on other locations leased or provided to the City through donation, easement or other means for a period of not less than five years duration. Public Art includes sculpture, murals, fountains, statues and any other form of two or three dimensional work in any medium appropriate for the location otherwise meeting the approval criteria.

All art, sculpture or other works owned by the City of Medford acquired through any means or process and located in or on publicly owned or controlled buildings or land at the adoption of this policy are, by definition, *Public Art* as herein defined.

3. LEGAL AUTHORITY:

The Medford Arts Commission was created and authorized by Section 2.438 of the Municipal Code, specific sections of which (as cited) empower the Commission to;

- 4(a): Act on behalf of the Council on matters pertaining to the selection, acquisition, siting, restoration and preventative maintenance of public art for the enjoyment of the citizens...
- 4(b): Advise the Council concerning the acceptance and disposition of gifts of art to the City.
- 4(c): Act in conjunction with the City Council and City Staff on matters pertaining to arts promotion, artist's recognition and encouragement of the arts and artistic performance to help foster broad participation in and understanding of the arts and their value to the Medford community.
- 4(d): Assist City staff in obtaining gifts and grants for the arts fund, which shall be used for support of arts programs/activities and the procurement of public art for the enjoyment of the citizens.

There are no Oregon cases applying Article I, Section 8 of the Oregon Constitution in the public art context that we have been able to locate. There is authority under the First Amendment to the United States Constitution, however, suggesting that when the government is acting as a patron of art, or is displaying art in publicly owned places, there is greater (but not unfettered) leeway to distinguish based on content than when the government is acting in a regulatory capacity. *National Endowment for the Arts v. Finley*, 118 S Ct 2168, 141 L Ed 2d 500 (1998)

3.1, Relation to Sign Code:

In placing and supporting public art on city owned and/or controlled sites, the City of Medford acts as a patron of the arts, not as a regulator, and is accordingly free to approve or deny projects according to its own art acquisition goals. *Public Art* approved and adopted under these policies, whether developed as two- or three-dimensional installations, including statues, murals, friezes, or other works, placed on sites owned or controlled for not less than five years by the City of Medford, is therefore exempt from the provisions of the Medford Sign Code.

NOTE: (Should there be exclusions or modifications required for review of public art within certain zoning/special overlay areas such as the downtown core? i.e. “*In locating any proposed public art within special zoning overlays, particularly those portions of the City recognized for their historic significance, the Arts Commission will incorporate other City of Medford goals or review authority to assure that public art is consistent with all city objectives and priorities.*”— See 4.4.1(F). IN a historic district can/should the Arts Commission be able to overrule an LHPC recommendation or vice versa?)

There are several ways we could set this up. My preference (because it's the easiest, from a city administration point of view, in my opinion) is to keep the Arts Commission review and the Landmarks and Historic Preservation Commission review separate and distinct processes. Portland exempts public art from having to go through historic review. We could do that too, but I would want to solicit the Planning Department's opinion on this (Suzanne Myers in particular). If one of the commissions would approve the public art and the other deny it, then I think the art would be denied and would have to modify its proposal to address the deficiencies that caused it to be denied.

PUBLIC ART ACQUISITION PROCESS:

All public art will be sited, evaluated and accepted by the City of Medford following a standardized process that assures fairness and public input. All public art will be reviewed and accepted into city ownership only through the following process.

4.1. General Criteria:

Assuring the highest quality of aesthetic experience for the citizens of Medford is the primary criterion for selection of public art. The objective is to develop a worthwhile, enduring, and varied collection of artwork in city buildings, public spaces and other appropriate spaces secured through long-term lease or easement. In commissioning or accepting public art the following general criteria apply:

- A. Media: All visual art forms and materials will be considered.
- B. Style: Artwork reflecting any school, movement, method style will be considered.
- C. Range: Artwork may be functional or non-functional; conceptual or tangible; portable or site-specific; including folk art, craft or fine art.
- D. Character: Artworks must be appropriate in scale, media, style, and content to the project and environment to which they will relate.
- E. Permanence: Consideration should be given to structural and surface integrity and the use of materials appropriate to the location so as to minimize or eliminate maintenance and repair costs.
- F. Public Safety/ Liability: Artworks and art places must be free of unsafe conditions or other factors bearing on public liability.
- G. Diversity: In selecting works, the City will strive for diversity, reflecting the social, ethnic and cultural fabric of the community.

4.2. Funding:

Funding for purchase or commission of specific works of public art or the development of any base funding process is required prior to the initiation of a public art project. Such funding may be developed through the City budget process, grant or fund-raising activities, private or corporate donations, or any other process of the City of Medford Art Commission in accordance with its rules. The Public Art Selection and Acquisition Policy does not obligate or guarantee funding for public art.

4.3. Site Selection:

In the selection locations for the installation of proposed public art, the Medford Arts Commission strives to place public art in appropriate sites throughout the community with the objective of providing quality art to the greatest number of citizens. The objective is to develop a worthwhile, enduring, and varied collection of artworks in city buildings, public spaces and appropriate other spaces secured through long-term lease or easement, that enhances, enlivens, and enriches the City while reflecting the values of the community.

4.3.1. **Site Determination and Acquisition**

Sites for public art may be determined or selected in several ways, including but not limited to, the following:

- A. The City, acting through the Council, City Department, or other entity, utilizing 1% for the Arts funding, dedicates a property or site to public art as an element in new construction.
- B. The City, acting through the Council, City Department or other entity, chooses to designate all or a portion of a city-owned property or site for public art purposes.
- C. The legal owner(s) of a private property or other location meeting the site selection requirements may donate a Public Art Easement (minimum duration of five years) to the City for the placement of public art.
- D. The Medford Arts Commission may solicit the donation of private property for the display of public art.
- E. The Medford Arts Commission may negotiate and purchase a Public Art Easement for the display of public art provided such term is not less than five years duration.
- F. The Medford Arts Commission may, using funds raised for that purpose, purchase property or otherwise obtain sites for public art purposes.

4.3.2 **Site Selection Criteria**

In the context of selecting a site for public art installation, the following guidelines apply:

- A. The City will obtain, through a binding Public Arts Easement Agreement, donation, or purchase, a clear and binding right to utilize the site for public arts purposes for a period not less than five years.
- B. For public art proposed within City of Medford right-of-way, the location has been reviewed and accepted by the Public Works Director who may establish reasonable site limitations on the installation to assure public safety or other public needs.
- C. The location satisfies the Commission's objective of distribution of art throughout all areas of the city.
- D. The location is regularly visible or accessible to the public. If an interior location, the art must be regularly visible or accessible to the public for a minimum of eight hours per day, five days per week.
- E. Reasonable security from vandalism/theft can be provided as a part of the project design.
- F. Reasonable protection from the elements is available at the site, or the selection will be limited to materials appropriate for the site.

4.4. Selection Panel:

All public art in Medford will be determined through a process governed by a selection panel. The objective of the Selection Panel is to allow for broad representation of both Commission and community interests in the selection of public art.

For each approved site for public art, the Arts Commission will designate a Selection Panel to oversee the art selection process. The Arts Commission may, according to its own requirements, establish a panel for a given term, on a project-by-project basis, or by any other criteria it determines appropriate, provided only a single panel is responsible for any given project for the duration of that project. The Commission may constitute multiple selection panels at any given time, each dedicated to one or more projects. Except as modified by 4.4.1(F), all appointments shall be the duty of the Chair of the Medford Arts Commission.

4.4.1 Each Selection Panel will consist of a minimum of seven (7) members, as follows:

- A. Two (2) members of the Medford Arts Commission, one of whom will serve as Selection Panel Chair.
- B. One (1) arts professional (specifically excluding dealers, agents or representatives of artists applying or working before or with the panel).

- C. Two (2) interested members of the community-at-large.
- D. One (1) representative of the public department (where applicable) (George – I did not understand what is meant by “public department.” Is this referring to what city department has jurisdiction over the property where the art is located, like Parks if it is to be located in a city park, or Public Works if it is located on property managed by Public Works? This needs to be clearer) or a resident of the Council Ward in which the project is to be located.
- E. One (1) member of the architect or design team, or of the non-public site owner, if applicable. If no architect, design team member, or non-public site owner is involved, a second arts professional will be appointed.
- F. Expanded Panel Appointees for Historic Districts: In recognition of the special circumstances, other city interests, and issues of compatibility that effect the siting of public art within any locally or nationally designated historic district (i.e. Medford Downtown Historic, the Geneva-Minnesota Historic District, etc.) or upon any individually designated City of Medford Landmark or National Register listed property, the selection panel for any proposed public art project in such an area, or upon such a designated property, will, in addition to the above, include Two (2) members to be appointed by the Chair of the Medford Historic Commission. Such appointees may be members of the Medford Historic Commission or other designees of the Historic Commission Chair.

As stated in my comments on Section 3.1, I think it easier from the City’s perspective if we keep the two commissions’ decisions separate.

4.4.2 Duties and Responsibility of the Selection Panel

The Selection Panel shall work within the project parameters established by the Medford Arts Commission, including overall budget, site constraints, and program goals. The Selection Panel’s duties shall include the following:

- A. Choose a method for selecting an artist by one of the options outlined below at 4.5.
- B. Based on the established budget, develop a realistic project scope, and determine if the budget is sufficient to warrant advertising for artists locally, regionally or nationally.
- C. Except as modified by 4.5, the Panel will draft, print and distribute a Request for Proposal using the standard form plus any specific instructions relative to the chosen site. The RFP will provide a clear statement of project goals, a copy of the site plan, if applicable, and any other materials or considerations related to the project review.
- D. Advertise for RFP using normal distribution methods, providing adequate time for artist response.

- E. Review, evaluate, and discuss credentials, proposals and/or materials submitted by the artists.
- F. Via majority vote, recommend the award of the commission or decide to further investigate any chosen finalists.
- G. If further investigation of finalists is decided, draft a list of information and/or additional materials required. Conclude investigation as rapidly as possible, convene for further discussion and, via majority vote, recommend the award of the commission.
- H. Inform the Medford Arts Commission in writing of the Panel's decision, citing reasons for the selection.
- I. If the Selection Panel cannot reach an agreement, the matter will be referred to the Medford Arts Commission.

The Selection Panel retains the right to make no selection if, in its opinion, there is insufficient merit among the submissions. If this occurs, the Medford Arts Commission will determine whether to recommend that the project be abandoned, begin a new selection process, or take some other course of action.

4.5. Art Selection Methods

Artwork may be selected by purchase, commission, donation, or by contract with the artist as part of a design team. An artwork may also be selected for purchase on its own merit, independent of the artist. Types of selection are as follows:

Limited Competition A small number of artists are invited by the Selection Panel to submit proposals.

Open Competition All artists are welcome to apply, subject to limitations established by Selection Panel.

Artist Invitation Based on reputation and experience, an artist is invited by the Selection Panel and requested to develop a proposal. In such a situation the Commission may compensate the artist for the proposal, if determined appropriate.

Direct Purchase The Selection Panel may choose to purchase a piece of existing art, from a gallery or dealer, from a private individual or from the artist directly

Donation Triggered by a citizen offer to contribute artwork to the City, the Selection Panel will review the work in terms of whether it satisfies the stated "Criteria of Artwork" elements, and whether a suitable and appropriate site exists to exhibit the artwork (*See Art Donations Policy Section 6.0*).

4.6. Art Selection and Approval:

Artists will be chosen on the basis of their qualifications as demonstrated by past work, past experience with public art, and successful completion of previous projects similar in scope and scale. Selected artwork will be original work completed by the submitting artist. Emphasis will be on local artists whenever possible.

The following criteria govern the selection of public art in the City of Medford and will be utilized by both the Selection Panel and The Medford Arts Commission during the process of review, selection and approval of public art.

- A. Artistic Quality: The strength of the artist's concept and demonstrated skill or craftsmanship.
- B. Originality: The uniqueness and creativity of the project.
- C. Context: The appropriateness of the concept within the proposed architectural, geographical, socio-cultural, and historical context of the proposed site.
- D. Media: The quality and character of the material(s) of the project (i.e. paint, collage, relief, stone, wood, etc.).
- E. Scale: Appropriateness of the size of the art to the proposed location and surrounding neighborhood.
- F. Diversity: Issues related to race, age, style, media of the art within the context.
- G. Feasibility: Budget, timeline, and probability of success.
- H. Design & Construction: Issues related to fabrication of the installation, its durability, resistance to vandalism, and weather permanence.
- I. Maintenance: The quality of the proposed maintenance plan and the probable durability of the work in the intended location.
- J. Support: Demonstrated community agreement/support for the project.
- K. Public Safety: Meets any and all applicable building codes for public projects.
- L. Other: The Medford Arts Commission may adopt other project specific criteria pertinent to special considerations of the site, the project, or the Commission's specific intent, provided such criteria are clearly and completely stated in the Request for Proposal.

The Portland Public Art program contains some additional criteria that I think would be valuable, such as:

- a requirement that the easement (if there needs to be one) be already obtained
- a maintenance agreement with the property/building owner be executed
- requirements for lighting of the art (if feasible desired by the city and/or artist)
- requirement for soundness of the structure and/or surface on which the art is to be placed
- requirement that the art be handicapped accessible (if necessary in order for the art to be viewed adequately)

4.7. Responsibility of the Artist

If selected for a commissioned artwork by the City of Medford, the artist will:

- A. Sign and abide by the terms stated within a Personal Services contract with the City of Medford.
 - 1) Artist retains all rights and interest in the artwork except for rights of ownership and possession, as passed to the City upon final acceptance.
 - 2) Artist retains all rights under the Copyright Act of 1976. The artist, however, agrees not to make an exact duplicate of the work or permit others to do so, except by written permission of the City.
 - 3) Artist grants to the City an irrevocable license to make two-dimensional reproductions for promotional purposes. The City agrees to give artist appropriate credit on all such materials, including copyright symbol, name of artist, title of piece, and date of completion.

B. The Artists warrants that:

- 1) The artwork is made of quality materials
- 2) The artwork is free of defects
- 3) The artwork is original product of the artist's own creative efforts and do not infringe on any third party's copyrights or other intellectual property rights.
- 4) For exterior installations, the that the proposed work complies with the City of Medford Maintenance Standards

C. Execute and complete the work in a timely and professional manner.

D. Maintain an effective working relationship with the project team and staff

E. Advise the Medford Arts Commission immediately of any significant changes to the scope, materials or design of the work after contract is signed (all changes must be reviewed and approved prior to completion, in accordance with the City requirements).

F. Be responsible for all design and execution of the work, including site preparation and installation, unless otherwise stipulated in the contract.

G. Provide written maintenance guidelines, including recommended products, where appropriate, to guide city staff in the long-term care of the artwork.

H. Sign and Execute a waiver of right under the Visual Artists Rights Act (17 USC 106 A) NOTE: Other communities have required this, since VARA establishes some non-extinguishable rights that supersede ownership of the work (i.e., the City couldn't remove the work from a wall, etc., without violating the Artist's rights). I am not certain its necessary but would value input.

I think that adding this waiver requirement is a good idea. I have sample waiver language that we can add to a contract we will have the artists sign.

4.8. Responsibility of the Medford Arts Commission:

The Medford Arts Commission will manage and administer all implementation of public arts programming as follows, coordinating with others (City staff as appropriate and necessary):

A. Encourage, identify, and accept public art sites, locations and projects.

- B. Participate in the coordination and development of funding sources to support the Public Art Program.
- C. Convene Selection Panel and coordinate its work.
- D. Prepare, review, oversee and monitor all documents, including Requests for Proposal, responses, and contracts (City staff as appropriate and necessary).
- E. Coordinate physical and logistical components of art installation.
- F. Coordinate preparation of any necessary signage, including identification labels and/or plaques.
- G. Serve as an information conduit and link between artists, project and building managers (City staff) and others as necessary to ensure a trouble-free project flow.
- H. Serve as resource, guide, and counsel to the City Council and the City Manager regarding public art related issues.

4. Ownership/Copyright/Reproduction/Re-siting/Resale

- A. Work purchased, commissioned or accepted as a donation shall be the property of the City of Medford.
- B. The City intends that the work shall remain accessible to public viewing for as long as the City owns the work.
- C. The City retains the right to transfer work from one City-owned site to another, as it deems necessary, to place the work in storage, in another facility, or to make a temporary loan to another agency or organization
- D. The City retains the right to deaccession works of arts it no longer desires to retain as a component of the public art program as per Section 7.

5. Accepting Donations of Artwork

In addition to supporting the Public Arts Program via financial assistance or the grant of land or long-term easements for public art, private parties and other entities may offer to donate completed or proposed works of art to the City of Medford under the Public Art program. It is the responsibility of the Medford Arts Commission to review such proposals for consistency with its goals and, where appropriate either accept or reject such gifts to the City. All such determinations reside with the Arts Commission, as the designee of the Medford City Council. In evaluating offers of donated artwork, the Commission will use the procedures and criteria established in Section 4.0 to determine the appropriateness of both the proposed site and the extant or proposed work of art.

- A. Art offered to the City of Medford through donation will be evaluated using the entire public art process except as noted below.
- B. In the case of *pre-existing* works of art only, the Medford Arts Commission, at its discretion by majority vote, may chose to function as the Selection Panel rather than creating one as Section 4.4.
- C. Donated artwork in exterior locations shall include the donation of the site or a minimum XXX year easement to the City for such use (Note: Should this be the standard not less than five years or should there be a higher expectation when the city accepts a donated work?)

I think five years is adequate, but we can make it longer if there are good reasons for doing so and the owner is willing.

6. **Deaccessioning Works of Art**

Deaccession is a procedure for withdrawal of a work of art from city ownership. This may be recommended by the Medford Arts Commission when the artwork has deteriorated or been damaged and repair is unfeasible, or when it has been determined by the Commission to be no longer appropriate for the site or to the City's public art collection.

7.1 Deaccession Subcommittee

A Deaccession Subcommittee will be appointed by the Medford Arts Commission. This Subcommittee will be composed of:

- One (1) member of the Medford Arts Commission, who shall act as chair,
- One (1) interested member of the community, and
- Three (3) three arts professionals.

Based on criteria developed by the Medford Arts Commission, artworks may be released from City ownership and deaccessioned or removed as public art. Such work, if reusable or transferable, may be donated to another government or non-profit entity, or may be offered for sale at fair market value at the discretion of the Deaccession Subcommittee. Outside appraisals or opinions shall be used when the value of the work exceeds \$5000. Where artwork is in anyway deemed not reusable, transferrable, or otherwise worth saving by the Subcommittee, the Subcommittee will determine an appropriate disposal method. The Subcommittee will make its recommendation to the City Council which shall approve the final disposition of the work, including disposal, if so recommended. Written records of the entire process shall be maintained.

Proceeds from sales of deaccessioned artwork shall be used to fund additional purchases or commissions for public art conforming to the Criteria and Selection Methods described above.

- APENDICES:
- A) Standard RFP for Art
 - B) Maintenance Standards
 - C) Sample Public Art Easement
 - D) Five-Year Public Art Plan

City of Medford Arts Commission
Request for Qualifications
PUBLIC ART PROJECT

The Medford Arts Commission is soliciting proposals from qualified artists for public art to be placed at [location]. The Commission will follow its Public Arts Selection and Acquisition Policy in this process. Copies of the policy are available for review at www.cityofmedford.org/XXXXXXXX.

Interested artists should submit only the following:

1. Artist resume, not exceed two (2) pages per person. Please include daytime phone number and mailing address.
2. Up to ten (10) jpg images of recent (maximum of fourteen (14) per artist team) on a CD-ROM labeled with the artist's (team) name. Images must be no larger than 1024 x 768 pixels at 72 dpi. NO slides, prints, or other submittal formats are accepted. Each submitted image shall be identified/named in the following format.

Artist(Team)Name, Image XX, Month/Year (00/200x). jpg

3. Image Identification Sheet corresponding to the image numbers, to include title, date of completion, material(s), size, and client information. Please include installation locations for public art.
4. A completed City of Medford Arts Commission submittal form.

Please submit seven (7) copies of all printed materials single-sided on white 8.5 x 11 paper (Letterhead is acceptable for resumes). *NO models or specific proposals for artwork will be accepted, only the requested information.*

Please Submit to:

Medford Purchasing Department
Public Art Request for Proposal
411 West 8th Street, Room 353
Medford, Oregon 97501

Contact for Additional Information
Medford Parks and Recreation
Bev Power, 541-774-2405
bev.power@cityofmedford.org

Deadline for Submittal: 12:00 Noon, XXXX-DATE

Selected artist(s) will be contacted shortly after the Deadline and asked to present project proposals for the site.

City of Medford Arts Commission
Request for Qualifications
PUBLIC ART PROJECT

Artist/Team Name: _____

Contact Person (if different): _____

Mailing Address: _____

City/State/Zip: _____

Main Phone: _____ Cel/Alternate Phone: _____

e-mail: _____

Briefly describe experience/background:

Please list previous experience with Public Art Projects (title/location/material(s) and date installed)

City of Medford Arts Commission
Maintenance Standards
PUBLIC ART-Exterior Installations

The City of Medford accepts that public art in exterior installations is subjected to varying climates, sunlight, wind and other natural forces in addition to the potential for vandalism. In order to assure high-quality, attractive, and long-lasting benefit for the citizens, the following standards are required for ALL public art installations in an exterior location.

- All exposed elements of the work are made of durable, exterior-quality, water-resistant materials that are, to the highest degree practical, of color-fast materials that resistant to sunlight and UV damage.
- All connections, mountings, and hardware are made from non-ferrous metal or other materials that will not degrade from exposure.
- All mountings are sufficiently designed for the size, scale, and mass of the work to assure public safety.
- Attached elements, plaques, markers, or other fittings include vandal-detering hardware wherever applicable.
- Depending up the installation, efforts at reducing physical vandalism, including graffiti have been employed to the greatest extent feasible given the location. This may include high-placement to reduce access, the use of lighting at night, or other physical barriers and passive methods that discourage damaging behaviors.

In order to reduce potential damage from graffiti and to ease cleaning subsequent to any future vandalism, all exterior public artwork will be treated with an anti-graffiti-coatings as practical. A variety of products are available, most of which can be found at www.thomasnet.com under “anti-graffiti coatings.”

As per 4.7(G), the artist will provide specifications on the installation, including information on any anti-graffiti coatings used, the requirements for maintenance or re-application (if any) and any other pertinent information to which will assist City Staff in maintaining and cleaning the work subsequent to installation.

After Recording Return to:
City of Medford
811 West 8th Street
Medford, OR 97501

PUBLIC ART EASEMENT AGREEMENT

1. *Parties:*

_____, hereinafter referred to as “Grantor.”

CITY OF MEDFORD, an Oregon Municipal Corporation, hereinafter referred to as “Grantee.”

2. *Affected Property:*

Grantor is currently the owner of the following described real property (property) located in Jackson County, Oregon:

As shown on the attached legal description of property in EXHIBIT “A,” incorporated herein.

3. *Grant of Easement:*

For and in consideration of the sum of _____ DOLLARS, or other valuable consideration Grantor does hereby grant unto the Grantee, its successors and assigns,, and Grantee hereby accepts, a PUBLIC ART EASEMENT for a portion of Grantor’s property as shown in the map as “EXHIBIT B” and more fully described in the attached “EXHIBIT C,” both of which are incorporated herein.

4. *Statement of Purpose:*

The easement described above shall be used for the placement of public artwork (art) and for unrestricted ingress and egress to Grantor’s property for the purpose of installing, maintaining, operating and exhibiting the art and related facilities or structures. The public artwork and its location shall be as approved by the Medford Arts Commission in compliance with its Public Art Selection and Acquisition Policy or as otherwise authorized by the Medford City Council.

5. *Type of Easement:*

The easement described above shall be non-exclusive except that Grantee shall have the exclusive right to construct, install, operate, maintain, and exhibit public artwork and related facilities or structures within the easement. Grantor shall not excavate, alter, or locate any structures or buildings within the easement. Grantor may use the surface of the easement provided such use does not interfere with Grantee’s rights contained in this easement. Grantor shall not permit any other use or utilities to be located in the easement without the written consent of Grantee. The easement shall (perpetually encumber the property? Be for a term beginning XXXXX and last XXXXXXXX ?(minimum of 5 years)

As I commented in Section 6, five years seems to be a generally accepted term for these types of easements, but we could make them longer if the landowner is willing and we think it will be beneficial.

By: _____
Notary Public for _____
My Commission expires: _____

City of Medford Arts Commission
Five-Year Plan for
PUBLIC ART-Exterior Installations

Identifying new locations for public art installations is the initial step in the acquisition process. During the initial implementation of the Public Art Selection and Acquisition Policy and the expansion of the Public Art program it anticipates, securing sites other than those owned or controlled by the City of Medford properties will be important indication of success. The following five year plan is intended to guide the Medford Arts Commission toward a process that will help build public and financial support for a diverse, city-wide, and sustainable public arts program.

Year 1:

It is strongly recommended that the Public Arts program be expanded slowly, initially reliant entirely upon existing funding sources, to develop 1-2 new works in locations chosen for 1) visibility and 2) geographic diversity. Such locations, located in commercial areas outside the downtown core, preferably facing either Riverside, Central, Biddle, Barnett or Crater Lake Highway, should be of large scale and designed to not only meet the goals of the Arts Commission but, additionally, serve as a marketing opportunity for the Public Arts program itself. Locations in designated historic areas (i.e. Downtown) or any other area with more complex legal or social siting issues, should be avoided in Year 1.

- 1) The Commission will identify 4-5 possible sites meeting the above Criteria, either publicly or privately owned, and actively pursue securing them for a maximum of two (2) public art installations during the next year-long period. In this initial year of the program success-assured locations (i.e. those owned by the City, by known art patrons, individuals or organizations believed to be supportive of the program) are highly encouraged even when such a location may be less than the ideal.

- 2) The Commission will take advantage of free media to the greatest extent feasible to build support for the Public Arts Program. This may include press release announcements at program kick-off, upon the identification of selected public art locations, at the issuance of RFPs, and the selection of art/artists. Opportunities for site-based project ground-breaking and/or ribbon-cutting/unveiling events are strongly recommended. Other opportunities, including appearances on the Mayor's community television program, local television and radio interviews, newspaper reports, as well as additions to the City website, should be considered. *It is a primary goal of this initial year to build a public awareness, and public pride, in the Public Arts Program.*

Year 2:

Building upon the success of Year 1, the Commission will again rely upon existing funding sources to develop 1-2 new public art locations, while putting additional effort into identifying and developing an additional funding source. This may be from public or private grants, private donation, sponsored new public construction work, among others. Specific care in selecting locations during Year 2 should recognize existing locations to assure geographic diversity with the goal of building a “city-wide” public art presence.

- 1) The Commission will identify 4-5 possible sites meeting the above Criteria, either publicly or privately owned, and actively pursue securing them for a maximum of three (3) public art installations during the next year-long period. *A location within the historic core is strongly encouraged during Year 2.*
- 2) The Commission will identify potential funding sources, either location specific or not, to assist in the development a public art project.
- 3) In addition to seeking to provide geographic diversity throughout the community, the Commission will seek to balance the public art collection between murals, sculpture, 2- and 3- dimensional works so as to support the understanding of the diverse forms of public art.
- 4) Public relations as in Year 1 continues. *It is a primary goal in this second year to solidify awareness of the Public Arts Program as an on-going, and annual, effort of the Medford Arts Commission.*

Year 3:

Continuing to stabilize funding, both public and private, is a primary focus of Year 3. During this year the Commission will endeavor to commission 2-3 new public art works, using a variety of funding strategies. Expansion of the program into residential areas (i.e. at a neighborhood park, neighborhood-based commercial venue, a public or private wall (as in along a roadway or subdivision exterior) is encouraged during this year so as to further expand the program impact.

- 1) Continue, except as modified by the above paragraph, from Year 2. *A location within or tied to a traditional residential area is encouraged during Year 2.*
- 2) Partnership with a neighborhood group (i.e. Westside Neighborhood Association, Old Stage Road) or another non-profit or governmental entity (Medford Multicultural Commission, Medford Public School District, Rogue Community College, Asante Health Care, Medford YMCA, Southern Oregon Historical Society, OnTrack, Youthworks, etc.) is encouraged.

Year 4:

Continue as in Year 3, funding, approving, and completing another 2-3 public art works during this period.

Year 5:

After four years of the expanded Public Arts Program, the City of Medford will have funded, commissioned, and installed between eight and ten new public works of art in a variety of settings throughout the community. The program will have established new funding mechanisms, as well as a track record of success, that will allow the Commission to determine its future course, either through continuation at the current level, expansion to include a larger number of works per year and/or an effort to address areas of the city not yet benefitting from the program. These decisions may involve formal partnering with another entity, such as a non-profit foundation set up in support of a Medford Public Arts Program in association with the Commission, the Parks Foundation, or other entity.

Conversely, the Commission may decide to reduce the scope of the Public Arts Program entirely or to concentrate on one particular aspect of it. Such a focus might be, for example, a focused or coordinated mural program, a thematic outdoor sculpture program or any other specific approach around one aspect of the Public Arts Program.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 100.2

www.ci.medford.or.us

DEPARTMENT: City Manager's Office
PHONE: (541) 774-2000
STAFF CONTACT: Brian Sjothun, City Manager

AGENDA SECTION: City Manager's Report
MEETING DATE: February 1, 2018



City Attorney's Office

MEMORANDUM

TO: Brian Sjothun, City Manager
FROM: Lori Cooper, City Attorney
RE: Citizen Concerns re OnTrack Residence on Lone Pine
DATE: January 22, 2018

Issue

OnTrack has purchased a house at 3512 Lone Pine Road and plans to use it as a residential addiction treatment program. Citizens that live in the neighborhood have expressed concerns to the City Council about having a residential treatment facility in their treatment neighborhood.

This memo discusses the legal basis which requires local governments to allow residential homes as a permitted use in zones that allow single family homes.

Analysis

The Fair Housing Act (FHA), a federal statute, prohibits discrimination in housing, including discrimination based on race, color, sex national origin, family status, and disability. See e.g. 42 USC 3604.

Persons with disabilities (handicaps) are individuals with mental or physical impairments which substantially limit one or more major life activities. The term mental or physical impairment may include conditions such as blindness, hearing impairment, mobility impairment, alcoholism, drug addiction, learning disability, and mental illness. The Fair Housing Act also protects persons who have a record of such an impairment, or are regarded as having such an impairment.

Current users of illegal controlled substances are not considered disabled under the Fair Housing Act, but those who are no longer using illegal drugs (and who may be in addiction treatment programs such as OnTrack offers) are considered to be disabled and are protected by the FHA.

Over the years, there have been many court cases regarding the Fair Housing Act, and the courts have consistently held that local zoning codes are subject to the Act. The Fair Housing Act expressly invalidates any local law "that purports to require or permit any action that would be a discriminatory housing practice."

Group homes, such as the OnTrack facility at issue, are protected by the FHA. While the FHA allows local governments to place reasonable restrictions on the maximum number of persons in a dwelling, the restriction must apply to *all* situations, not just to unrelated persons living in group homes. Courts have frequently struck down local government

restrictions on the maximum number of unrelated persons in a dwelling when applied to group homes. See *Smith & Lee Associates, Inc. v. City of Taylor*, 102 F3d 781 (6th Cir 1996).

Discussion

ORS 197.660 through 197.670 require local governments to allow “residential homes” in single family zones and “residential facilities” in zones that allow multi-family housing.

Given the decisions by courts, it is highly probable that any local government that did not comply with ORS 197.660 through 197.670 would be found to be in violation of the FHA, whether or not the state statutes existed. The City is obligated to allow group homes under the FHA if it allows housing for non-disabled persons with similar circumstances (i.e., large families).

Neither the City nor the state can impose any notice or neighborhood information requirement that is not imposed on all other similar sized development. While the developer of a project can choose to provide information to its neighbors, the City cannot require it to do so.

Non-compliance with the state statutes would also result in non-compliance with the FHA. However, compliance with the state statutes does not necessarily ensure compliance with the FHA. In a 1995 case, *City of Edmonds v. Oxford House*, the U.S. Supreme Court held that a zoning ordinance limiting the number of unrelated persons who could live in a dwelling located in an area zoned for single family use is not exempt from the FHA if no similar restrictions are imposed on residents of *all* dwellings. Therefore, if a group home for 9 or 10 people is proposed in a single family zone, any attempt by the City to deny the use could be met with a legal challenge based on alleged discrimination in violation of the FHA.

Medford’s experience is not unique, but is the result of societal factors and responsive federal and state anti-discrimination laws. The increase in the numbers of group homes desiring to locate in residential areas has been controversial, as have municipal attempts to regulate their location. As a result, federal and state laws have attempted to address the discrimination these homes have experienced, primarily in urban settings. Any regulations proposed by the City will not be upheld unless based on a legitimate and nondiscriminatory concern.

ORS 443.410 requires residential treatment facilities like the proposed OnTrack facility to be licensed by the Oregon Department of Human Services. Neighbors who have concerns that a group home is being operated inappropriately should contact the Oregon Department of Human Services.

In addition, neighbors should contact City Code Enforcement if they believe any City codes are being violated, or the Medford Police Department if any criminal activity is suspected.