



Medford City Council Meeting

Agenda

February 18, 2016

12:00 Noon AND 7:00 P.M.

**Medford City Hall, Council Chambers
411 West Eighth Street, Medford, Oregon**

10. Roll Call

Employee Recognition

20. Approval or Correction of the Minutes of the February 4 Regular Meeting

30. Oral Requests and Communications from the Audience

Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization. PLEASE SIGN IN.

40. Consent Calendar

40.1 COUNCIL BILL 2016-14 – Rescheduled from February 4, 2016 – A resolution appointing representatives to voting positions as the City representatives on boards and commissions.

40.2 COUNCIL Bill 2016-15 – Rescheduled from February 4, 2016 – An ordinance authorizing cash payments to Cedar Investment Group, LLC, for Street System Development Charge credits in the amount of \$162,634.37 for the realignment of the intersection of Cedar Links Drive and Foothill Road, done as a condition of Sky Lakes Subdivision Phase 7B, a part of Cedar Landing PUD.

40.3 COUNCIL BILL 2016-21 A resolution initiating the vacation of a 60 foot by 70 foot section of East Second Street located between the railroad right-of-way and Front Street.

50. Items Removed from Consent Calendar

60. Ordinances and Resolutions

60.1 COUNCIL BILL 2016-16 – Rescheduled from February 4, 2016 – A resolution to commence foreclosure to recover delinquent assessments.

60.2 COUNCIL BILL 2016-17 – Rescheduled from February 4, 2016 – An ordinance authorizing exemption from competitive bidding and awarding a contract in the amount of \$203,000 to David Smith & Associates for new citywide photogrammetric mapping.

60.3 COUNCIL BILL 2016-18 – Rescheduled from February 4, 2016 – An ordinance authorizing execution of an Intergovernmental Agreement between the City of Medford and Oregon Department of Transportation pertaining to landscape maintenance associated with Highway 238.

60.4 COUNCIL BILL 2016-22 An ordinance authorizing execution of an amendment to the lease agreement with AMWOHI MPL Tower Holdings, LLC, for property leased at Bear Creek Park used for a cellular communication tower and related equipment.

- 60.5 COUNCIL BILL 2016-23 A resolution authorizing the transfer of \$700,000 from the General Fund Contingency Account to the Citywide Software Replacement Project Account for replacement of technology software.
- 60.6 COUNCIL BILL 2016-24 An ordinance awarding a contract in the amount of \$1,572,685 to SunGard Public Sector, for software and professional services required to implement Finance, Human Resources, and Community Development software.
- 60.7 COUNCIL BILL 2016-25 An ordinance awarding a contract in the amount of \$346,760 to Tyler Technologies, Inc. for software and professional services required for the implementation of Municipal Court software.
- 60.8 COUNCIL BILL 2016-26 An ordinance authorizing execution of a Disposition and Development Agreement between the City of Medford, and Alba Village Regency, LLC, the developer of Northgate Marketplace Phase II regarding Street System Development Charges for Building K.

70. Council Business

80. City Manager and Other Staff Reports

- 80.1 Quarterly Travel Medford by Anne Jenkins
- 80.2 Further reports from City Manager

90. Propositions and Remarks from the Mayor and Councilmembers

- 90.1 Proclamations issued: None
- 90.2 Further Council committee reports
- 90.3 Further remarks from Mayor and Councilmembers

100. Adjournment to the Evening Session

EVENING SESSION

7:00 P.M.

Roll Call

Employee of the Quarter Presentation

110. Oral Requests and Communications from the Audience

Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization. PLEASE SIGN IN.

120. 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 3 minutes per individual or 5 minutes if representing a group or organization. PLEASE SIGN IN.

120.1 Appeal of an administrative decision pertaining to an unsafe sidewalk at 117 South Central Avenue.

120.2 Appeal of an administrative decision pertaining to an unsafe sidewalk at 135 – 149 South Central Avenue.

120.3 Appeal of an administrative decision pertaining to an unsafe sidewalk at 125 South Central Avenue.

130. Ordinances and Resolutions

140. Council Business

150. Further Reports from the City Manager and Staff

160. Propositions and Remarks from the Mayor and Councilmembers

160.1 Further Council committee reports

160.2 Further remarks from Mayor and Councilmembers

170. Adjournment



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 40.1

www.ci.medford.or.us

DEPARTMENT: Mayor and Council

PHONE: 541-774-2000

STAFF CONTACT: Lynette O'Neal, Executive Office Manager

AGENDA SECTION: Consent Calendar

MEETING DATE: February 18, 2016

COUNCIL BILL 2016-14

A resolution appointing representatives to voting positions as the City representatives on boards and commissions.

SUMMARY AND BACKGROUND

Each year, Council adopts a resolution to designate Councilmembers, staff, and/or citizens as representatives to outside organizations. This resolution authorizes those appointed to vote on behalf of the City of Medford.

PREVIOUS COUNCIL ACTIONS

A resolution is adopted on a yearly basis.

ANALYSIS

N/A

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None

TIMING ISSUES

N/A

STRATEGIC PLAN

Theme: Responsive Leadership

COUNCIL OPTIONS

Approve, modify or deny the resolution.

STAFF RECOMMENDATION

N/A

SUGGESTED MOTION

I move to approve the resolution authorizing the Councilmembers, staff, and/or citizens as voting members of the specified outside organizations.

EXHIBITS

Resolution

RESOLUTION NO. 2016-14

A RESOLUTION appointing representatives to voting positions as the City representatives on boards and commissions.

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

That the Mayor and City Council hereby appoint the following representatives to voting positions as the City representative on the following boards and commissions:

Hospital Facilities Authority Board	Dick Gordon & Chris Corcoran
Jackson County Ad-Hoc Homeless Work Group	Lilia Caballero, MPD & Rich Hansen
Rogue Valley Area Commission on Transportation (RVACT)	Daniel Bunn; Mike Zarosinski Alternate
Rogue Valley Council of Governments	Dick Gordon; Daniel Bunn Alternate
Rogue Valley Council of Governments – Metropolitan Policy Organization	Mike Zarosinski; Daniel Bunn Alternate
Regional Rate Committee	Eli Matthews & Mike Zarosinski; Chris Corcoran & Daniel Bunn Alternates
Southern Oregon Regional Economic Development, Inc. (SORED)	Chris Corcoran; Eli Matthews Alternate

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

ATTEST: _____
City Recorder

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.2

www.ci.medford.or.us

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

AGENDA SECTION: Consent Calendar
MEETING DATE: February 18, 2016

COUNCIL BILL 2016-15

An ordinance authorizing cash payments to Cedar Investment Group, LLC, for Street System Development Charge credits in the amount of \$162,634.37 for the realignment of the intersection of Cedar Links Drive and Foothill Road, done as a condition of Sky Lakes Subdivision Phase 7B, a part of Cedar Landing PUD.

SUMMARY AND BACKGROUND

Cedar Investment Group, LLC, performed construction to realign the intersection of Cedar Links Drive and Foothill Road to fulfill a condition imposed for the development of Sky Lakes Subdivision Phase 7B, which is a part of the Cedar Landing Planned Unit Development (PUD). Cedar Links is a collector street and Foothill Road is an arterial street. The Street System Development Charge (SSDC) credits computed for these improvements totals \$162,634.37.

PREVIOUS COUNCIL ACTIONS

None.

ANALYSIS

SSDC credits which exceed \$50,000 must be approved by the City Council per Medford Municipal Code 3.185(5)(c). An initial payment of \$115,732.13 shall be paid to the developer upon City Council approval of the SSDC credits. The remaining \$46,902.24 shall be paid to the developer in installments of \$2,931.39 as each building permit for the 16 lots in the subdivision are submitted. Any unpaid SSDC credits expire in 10 years.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Funds are budgeted in Public Works project number CC0000 – Arterial and Collector Street Developer SDC Credit Payments.

TIMING ISSUES

No payments can be issued prior to Council approval.

STRATEGIC PLAN

Theme: Quality Public Services

Goal 9: Provide a safe, multi-modal, efficient and well planned transportation system.

COUNCIL OPTIONS

Approve, modify or deny the ordinance.

STAFF RECOMMENDATION

Approve the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing payment of SSDC credits to Cedar Investment Group, LLC.

EXHIBITS

Ordinance

Map

Street SDC Credit Calculation Form

ORDINANCE NO. 2016-15

AN ORDINANCE authorizing cash payments to Cedar Investment Group, LLC, for Street System Development Charge credits in the amount of \$162,634.37 for the realignment of the intersection of Cedar Links Drive and Foothill Road, done as a condition of Sky Lakes Subdivision Phase 7B, a part of Cedar Landing PUD.

WHEREAS, the Street System Development program credits developers that dedicate land and construct right-of-way improvements for the City's arterial and collector street system; and

WHEREAS, the Code of Medford requires City Council approval prior to issuing payments for System Development Charge credits over \$50,000; now, therefore;

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That cash payments to Cedar Investment Group, LLC, of Street System Development Charge credits in the total amount of \$162,634.37 for the realignment of the intersection of Cedar Links Drive and Foothill Road, done as a condition of Sky Lakes Subdivision Phase 7B, a part of Cedar Landing PUD is hereby authorized, payable as follows:

- 1) An initial payment of \$115,732.13 shall be made to the developer upon approval of this ordinance, and
- 2) The remaining \$46,902.24 shall be paid in increments of \$2,931.39 per lot as each single family residential building permit is issued until 16 lots of the subdivision have been built. After 10 years have passed, any remaining credits expire.

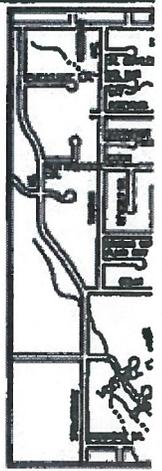
PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

ATTEST: _____
City Recorder

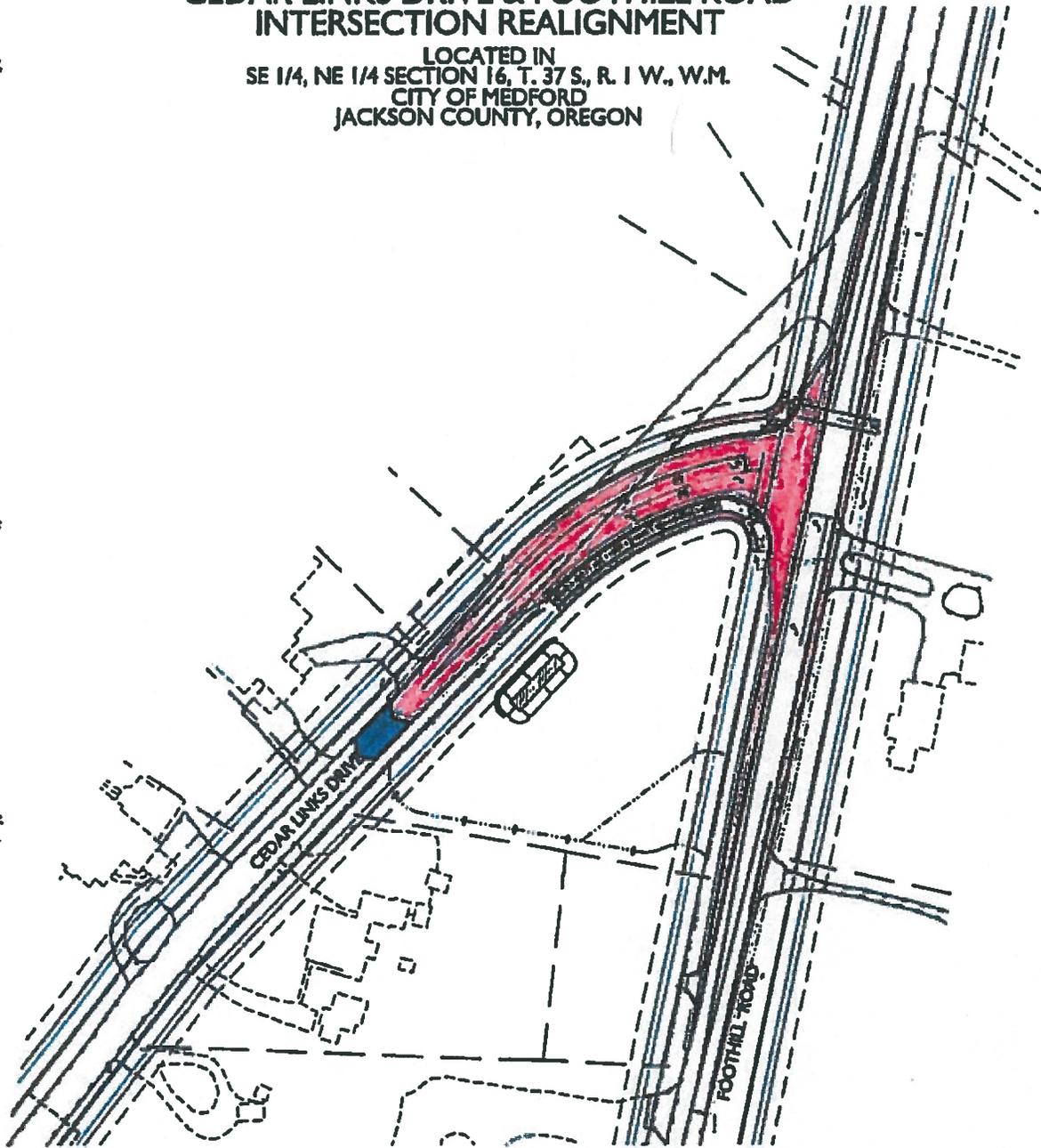
Mayor

**CIVIL IMPROVEMENT PLANS
FOR
CEDAR LANDING
CEDAR LINKS DRIVE & FOOTHILL ROAD
INTERSECTION REALIGNMENT**

LOCATED IN
SE 1/4, NE 1/4 SECTION 16, T. 37 S., R. 1 W., W.M.
CITY OF MEDFORD
JACKSON COUNTY, OREGON



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LEGEND

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<p>GAS COMPANY STEVE WOOD AVISTA UTILITIES 380 BUSINESS PARK DRIVE MEDFORD, OR 97504 (541) 658-4700</p> <p>CABLE COMPANY: BRAD DILL CHARTER COMMUNICATIONS 828 S. GRAPE STREET MEDFORD, OR 97501 (541) 282-8872</p> <p>SESSION 17</p>		<p align="center">LINES</p> <p>----- 12" SS ----- PROPOSED PAVMT</p> <p>----- 12" SS ----- PROPOSED SIDEWALK</p> <p>----- 12" SS ----- PROPOSED STORM</p> <p>----- 12" SS ----- PROPOSED SEWER</p> <p>----- 12" S ----- PROPOSED WATER</p> <p>----- R/W ----- R/W</p> <p>----- PROPERTY LINE</p> <p>----- CENTER LINE</p> <p>----- PUE</p> <p>----- PROPOSED C & G</p> <p>----- PROPOSED DITCH</p> <p>----- EXISTING STORM</p> <p>----- EXISTING SEWER</p> <p>----- EXISTING WATER</p> <p>----- EXISTING GAS</p> <p>----- EXISTING POWER</p> <p>----- EXISTING PHONE</p> <p>----- EXISTING TV</p> <p>----- EXISTING PAVMT</p> <p>----- EXISTING C & G</p> <p>----- EXISTING SIDEWALK</p> <p>----- EXISTING DITCH</p> <p>----- EXISTING FENCE</p>	<p align="center">SYMBOLS</p> <p>MANHOLE (S/S) (R/W)</p> <p>CLEAN-OUT</p> <p>SERVICE WYE</p> <p>WATER SERVICE</p> <p>FIRE HYDRANT</p> <p>WATER VALVE</p> <p>FITTING & T.B.</p> <p>CUT-IN SLEEVE</p> <p>AIR VALVE</p> <p>CURB INLET</p> <p>AREA DRAIN</p> <p>PIPE PLUG</p> <p>CATCH/LYNCH BASH</p> <p>UTILITY POLE</p> <p>STREET LIGHT</p> <p>TELEPHONE PEDESTAL</p> <p>POWER TRANSFORMER</p> <p>POWER SWITCHGEAR</p> <p>GAS VALVE</p>	<p>COVER SHEET.....</p> <p>STREET SECTIONS...</p> <p>INTERSECTION STRU</p> <p>CEDAR LINKS DRIVE</p> <p>STORM DRAIN LINE</p> <p>FOOTHILLS ROAD,,</p> <p>CEDAR LINKS / FOO</p> <p>GRADING PLAN,....</p> <p>STORM WATER FAC</p> <p>EROSION CONTROL</p> <p>TRAFFIC SIGNAL / U</p>

STREET SDC CREDIT CALCULATION FORM

A. PROJECT INFORMATION

Parent Proj. No. _____
 Paving Proj. No. P1821D
 Project Name: Cedar Landing PUD - Cedar Links Dr & Foothill Rd Intersection Improvements (to be applied to Sky Lake Ph 7B)
 Location: Cedar Links Dr. & Foothill Road
 Date of Final Order 4/27/2006
 Date of R/W Dedication NA
 Date of 1st Plan Submittal: _____
 Date of Final Inspection: _____
 Developer Name: Cedar Investment Group, LLC
 Mailing Address: 67 Faiway Circle
 City/State/Zip: Medford, OR 97504

PLANNING NUMBER
 LDS 13-121
 LDP _____
 PUD 05-35 & 13-119
 SPAC _____
 Bldg Permit _____
 Other _____

Phone: 541-210-6063

B. STREET SDC CREDIT CALCULATIONS

1. Right-of-Way Dedication Credits

a. Street Name: NA - No RW was purchased for these improvements.

1) Parent parcel:

	Map		Tax Lot
Parent parcel size:	<u>0.00</u> Ac x 43,560 =		<u>0</u> sf
Parent parcel valuation:			<u>\$0</u> (Per County or Appraisal?) <u>C</u> <u>A</u>
Unit valuation (\$/sf):		N/A	per sf
Area dedicated:			
_____ X _____	=		_____ 0 sf
Length		Width	
Reduction for direct driveway access (if any):			
_____ X _____	=		_____ 0 sf
Length		Width	
Net right-of-way area to credit:	=		_____ 0 sf

2) Sub-Total Credit for Right-of-way = \$0.00

Total Credit for Right-of-way	=	\$0.00
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2. Street Construction Credits Applicable Const. Cost Factor = \$454,707

a. Street Name: Cedar Links Dr. & Foothill Rd

1) Roadway Construction Credits (Multiplier = 0.0000118)

Area of street pavement (curb face to curb face):

_____ X _____	=	<u>25,977.30</u> sf
Length		Width

(See drawing for takeoffs)

Reduction for direct driveway access (if any):

_____ X <u>14 ft</u>	=	_____ 0.00 sf
Length		width

STREET SDC CREDIT CALCULATION FORM

Net Roadway Area to Credit = 25,977.30 sf
 SDC Credit Rate per SF of Roadway Area:
 0.0000118 X \$454,707 = \$5.366 per sf
ConstCostFactor
Sub-Total Roadway Credits =
25,977.30 X \$5.366 = \$139,382.31

2) Curb and Gutter Credits (Multiplier = 0.0000198)

Length of C & G for this street = 487 lf
 Reduction in length for direct access (if any) = lf
 Net length of C & G to credit = 487 lf
 SDC Credit Rate per LF of C&G:
 0.0000198 X \$454,707 = \$9.003 per lf
ConstCostFactor
Sub-Total Curb & Gutter Credits
487 X \$9.003 = \$4,384.56

3) Sidewalk Credits (Multiplier = 0.0000087)

Area of eligible sidewalk:
290.5 X 5 = 1,452.50 sf
Length Width
 SDC Credit Rate per SF of Sidewalk Area:
 0.0000087 X \$454,707 = \$3.956
ConstCostFactor
Sub-Total Sidewalk Credits
1,452.50 X \$3.956 = \$5,746.02

4) Illumination (Multiplier = 0.009619)

Number of street lights to credit = 3
 SDC Credit Rate per Street Light:
 0.009619 X \$454,707 = \$4,373.83
Sub-Total Street Light Credits:
3 X \$4,373.83 = \$13,121.48

5) Total Credit for Construction = \$162,634.37

3. TOTAL STREET SDC CREDITS (R/W + CONST) = \$162,634.37

C. FORM ROUTING INFORMATION

Credit Calc's Prepared by: Doug Burroughs Date: 1/13/2016
 Credit Calc's Checked by: BJ Date: 1/14/2016
 Date to Bus Mgr: 1/14/2016
 HTE Proj. Code: CC1821
 AIC Needed ? Yes
 Date of Council Action: TBD

STREET SDC CREDIT CALCULATION FORM

D. SDC CREDIT DISTRIBUTION

SDC fee per lot	\$2,931.39		
No. lots	16 (Phase 7B)		
Total SDC fees	\$46,902.24	Deduct from Total Credit	\$46,902.24

Excess credit (if any) to be paid 'up front'	\$115,732.13
Total amount to be distributed btw the lots	\$46,902.24
CREDIT AMT TO BE DISTRIBUTED PER LOT	\$2,931.39

E. PROJECT ACCOUNTING

R/W Credits CE_____	0	0.000000%
Const Cred CC1821	1	100.000000%



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 40.3

www.ci.medford.or.us

DEPARTMENT:	Planning Department	AGENDA SECTION:	Consent Calendar
PHONE:	(541) 774-2380	MEETING DATE:	February 18, 2016
STAFF CONTACT:	James E. Huber, AICP, Planning Director		

COUNCIL BILL 2016-21

A resolution initiating the vacation of a 60 foot by 70 foot section of East Second Street located between the railroad right-of-way and Front Street.

BACKGROUND AND SUMMARY

A resolution initiating a street vacation and establishing a public hearing date of April 21, 2016, to consider vacating a 60-foot-by-70 foot section of East Second Street located between the railroad right-of-way and Front Street. (SV-15-169)

ANALYSIS

John and Claudia Lawton, property owners of the abutting land on either side of the Second Street right-of-way, request the City Council initiate the vacation and set the hearing date to consider the matter. The applicable vacation criteria are found in Sections 10.202(1) and (3).

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

If approved, the applicant will be responsible for the applicable County recording fees. At the time of formal hearing, staff will weigh the pros and cons of vacating this right-of-way based on the impacts to the transportation system including pedestrian and bicycle connectivity and public utilities along Second Street.

TIMING ISSUES

There are no timing issues identified.

STRATEGIC PLAN

Theme: Quality Public Service
Goal 9: Provide a safe, multi-modal, efficient, and well planned transportation system.

COUNCIL OPTIONS

Approve, modify or deny the resolution.

STAFF RECOMMENDATIONS

Staff has no recommendation about initiating this vacation.

SUGGESTED MOTION

I move to approve the resolution initiating the vacation and establishing the public hearing date of April 21, 2016.

EXHIBITS

Resolution (with Exhibits A)
Letter dated December 14, 2015, from Herbert A. Farber, Agent for John Lawton
Vicinity Map

RESOLUTION NO. 2016-21

A RESOLUTION initiating the vacation of a 60 foot by 70 foot section of East Second Street located between the railroad right-of-way and Front Street.

WHEREAS, the City Council has determined that the vacation of a 60 foot by 70 foot section of East Second Street located between the railroad right-of-way and Front Street, more particularly described in Exhibit "A" attached hereto and incorporated herein, be considered for vacation; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, OREGON, that the City Council initiates vacation proceedings with regard to the vacation of a 60 foot by 70 foot section of East Second Street located between the railroad right-of-way and Front Street and at 7:00 p.m. on the 21st day of April, 2016, in City Hall Council Chambers, 411 W. 8th Street, Medford, Oregon, there shall be a public hearing before the City Council on the question of vacating said property and the City Recorder is directed to give notice of the hearing in accordance with ORS 271.110.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

ATTEST: _____
City Recorder

Mayor

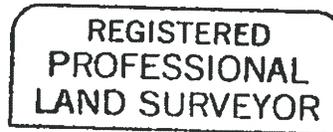
Exhibit A

Property Description
A portion of East Second Street
John and Claudia Lawton

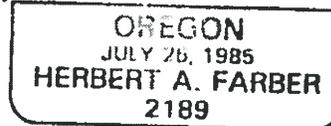
Beginning at the Southerly most corner of Block 27 as described on the Town Map of Medford, according to the Official Plat thereof, now of record in Jackson County, Oregon; thence South 35°30' East, along the Oregon and California Railroad right of way (now Central Oregon & Pacific Railroad), 60.00 feet to the Westerly most corner of Lot 6, Block 28 of said Town Map; thence North 54°30' East, along the Northerly line of said Lot 6 and the right of way of East Second Street, 70.00 feet; thence North 35°30' West, 60.00 feet to the Easterly most corner of said Block 27; thence South 54°30' West, along the Southerly line of said Block 27 and the right of way of East Second Street, 70.00 feet to the Point of Beginning.

Prepared By: Farber and Sons Inc
Farber Surveying
431 Oak Street
Central Point, OR 97502
(541) 664-5599

Date: December 14, 2015



Herbert A. Farber



RENEWS DEC 31 2015



RECEIVED
DEC 16 2015
PLANNING DEPT.

• FARBER & SONS, INC. • POST OFFICE BOX 5286 • CENTRAL POINT, OR 97502 •
• OFFICE • 431 OAK STREET • CENTRAL POINT •

December 14, 2015

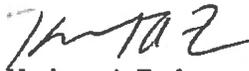
Medford City Council
411 West Eight Street
Medford, Oregon 97501

Re: Request for Vacation of a portion of East Second St described in Exhibit A and B.

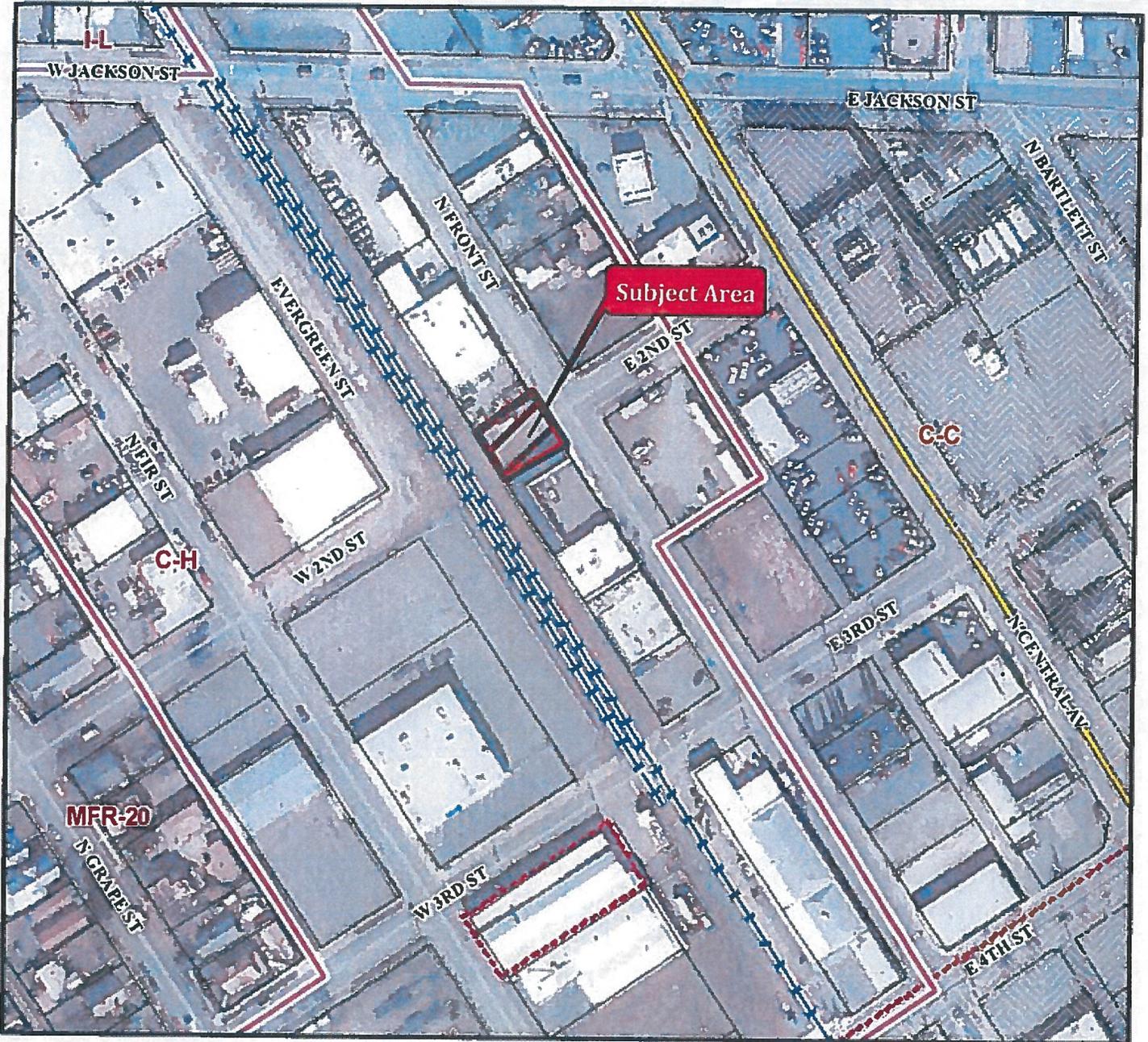
Councilors,

As agent for John and Claudia Lawton, the applicant, I hereby request your consideration of vacating a 60 foot by 70 foot section of East Second Street illustrated on the accompanying maps and descriptions. As noted all of the affected utilities have been contacted and do not have a problem with the vacation. The reason for the vacation is due to the lack of Second Street crossing of the Central Oregon and Pacific Railway. This vacation will not have any affect on the existing utilities right of way.

Respectfully,


Herbert A Farber

• HERBERT A. FARBER PRESIDENT / SURVEYOR • SUSAN M. FARBER BUSINESS MANAGER •
PHONE: 541-664-5599 • FAX: 541-664-5603



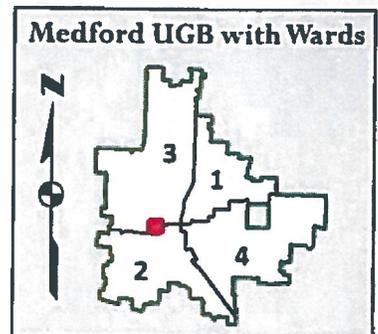
Project Name:
Lawton - Street Vacation

Map/Taxlot:
N/A



12/17/2015

-  Subject Area
-  Medford Zoning
-  Historic
-  Tax Lots
-  Central Business





CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.1

www.ci.medford.or.us

DEPARTMENT: Finance
PHONE: (541) 774-2030
STAFF CONTACT: Alison Chan, Finance Director

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: February 18, 2016

COUNCIL BILL 2016-16

A resolution to commence foreclosure to recover delinquent assessments.

SUMMARY AND BACKGROUND

A resolution to pursue foreclosure to recover delinquent assessments. As of February 4, 2016, the City of Medford had 49 properties with filed liens. Staff is requesting to initiate the foreclosure process on 28 of those properties. No payments have been received on the 28 accounts since the abatements were done and the liens placed in 2011 through 2014. Details on the 28 properties are attached as an exhibit. All the 28 accounts are a result of the City abating an issue on the properties and all of the accounts have been sent monthly statements/invoices.

During the foreclosure process last year, several individuals requested and were granted payment plans. It was helpful to the individuals, and the City staff intends to work with individuals on a similar basis this year.

Additional information on the 28 properties:

Twenty five of the properties are vacant homes, with 17 of the properties either in the name of a bank or in the City's registry for vacant homes with a bank being listed as the responsible party. The remaining eight vacant homes are in individual's names as listed on Jackson County Front Counter.

Three of the homes are occupied. The occupancy was confirmed by Code Enforcement on February 4, 2016.

2011 Abatement information

In 2011 the City abated 17 properties, 16 property owners paid the abatement bill and one abatement is unpaid. The one unpaid abatement is a vacant home in an individual's name as listed on Jackson County Front Counter.

2012 Abatement information

In 2012 the City abated 23 properties, 20 property owners paid the abatement bill, and three abatements are unpaid. Of the three unpaid abatements, one property is a vacant home and was placed on the Vacant Property registry by a bank. The second property is a vacant home in an individual's name as listed on Jackson County Front Counter. The third property is occupied. It is on the Vacant Properties registry and a bank is listed as the responsible party.

2013 Abatement information

In 2013 the City abated 47 properties, 40 of the property owners paid the abatement bills, and seven abatements are unpaid. Of the seven unpaid abatements, five of the properties are vacant homes and were placed on the Vacant Property registry by a bank. One of the properties is a vacant home and is in an individual's name as listed on Jackson County Front Counter. The remaining property is occupied and is in an individuals' name as listed on Jackson County Front Counter.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.1

www.ci.medford.or.us

2014 Abatement information

In 2014 the City abated 83 properties, 62 of the property owners paid the abatement bills and 21 abatements are unpaid. Of the 21 unpaid abatements, thirteen are vacant homes and were placed on the Vacant Property registry by a bank. One property is a vacant home and a bank is the owner of record as listed on Jackson County Front Counter. Six of the properties are vacant homes and are in individual's names as listed on Jackson County Front Counter. The remaining property is occupied and is in individual's name as listed on Jackson County Front Counter.

While there are 32 unpaid abatements, four properties have two liens and therefore are only listed once on the property list.

PREVIOUS COUNCIL ACTIONS

The most recent were:

Resolution 2001-74—Commencement of foreclosure
Resolution 2002-71—Commencement of foreclosure
Resolution 2005-79 – Commencement of foreclosure
Resolution 2006-113—Commencement of foreclosure
Resolution 2014-120—Commencement of foreclosure
Resolution 2014-136—Commencement of foreclosure
Resolution 2014-145—Commencement of foreclosure

ANALYSIS

Historically this process has occurred on a regular basis, either every year or every other year.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Details on the 28 properties are as follows:

Total principal due as of January 1, 2016 \$41,120.67
Total interest due as of January 1, 2016 \$12,205.63
This is all general fund money.

TIMING ISSUES

Approval of the resolution is necessary to initiate the foreclosure process

STRATEGIC PLAN

Theme: Responsive Leadership

Goal 12: Ensure financial stewardship and long-term municipal financial stability for City services, assets and facilities.

COUNCIL OPTIONS

Approve, modify or deny the resolution.

STAFF RECOMMENDATION

Staff recommends approval of the resolution.

SUGGESTED MOTION

I move to approve the resolution which initiates the foreclosure process on the 28 properties as described in the exhibit.

EXHIBITS

Resolution
List of properties

RESOLUTION NO. 2016-16

A RESOLUTION to commence foreclosure to recover delinquent assessments.

WHEREAS, the City of Medford has previously assessed the cost of the abatement of a public nuisance against various properties; and

WHEREAS, the assessments listed on the attached Exhibit A are now subject to foreclosure; and

WHEREAS, the City of Medford has been required to pay the costs of abatement and under Oregon law and the provisions of the City Charter, the City of Medford is authorized to foreclose upon said delinquent assessment; now, therefore,

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

Section 1. The lien balance shown opposite the name of the property owners on the list attached hereto as Exhibit A and made a part hereof by reference is delinquent and is hereby declared to be due and payable at once.

Section 2. The described parcels of property indicated on the attached list shall be sold by foreclosure sale for the amount indicated, plus all necessary advertising and legal costs as provided in Sections 223.505 through 223.650 of Oregon Revised Statutes.

Section 3. The Recorder of the City of Medford is hereby directed to advertise for sale the properties indicated on the attached list as required by Oregon law. The properties shall be withdrawn from the sale only if the owner pays in cash, prior to the date of the sale, the full amount of the sale price as determined under ORS 223.525.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____, 2016.

ATTEST: _____
City Recorder

Mayor

PROPERTIES TO FORECLOSE ON

Liens placed between 2011-2014

MAP & TAX LOT	ADDRESS	CUSTOMER	LIEN TYPE	ORIGINAL LIEN AMOUNT	CURRENT BALANCE	LAST PMT DATE
372W25DB 22400	1016 W. 11th St	BARNETT-MYERS, WESLEY & LINDA	Nuisance Abatement	2,894.75	4,444.05	NONE
372W25DC 2700	1044 W. 12th ST	GORDON, GREGORY P & KIM L	Nuisance Abatement	3,350.00	4,204.25	NONE
371W31BC 100	1201 S. Oakdale	HOUK, RANEE TRUSTEE	Nuisance Abatement	1,193.76	1,481.27	NONE
372W25CA 12100	1206 W. 8th St	SKARAMUCA, JULIANA	Nuisance Abatement	1,927.31	2,658.59	NONE
372W36AC 6100	1217 Leland	GARNER, RONALD E.	Nuisance Abatement	126.25	147.04	NONE
371W29C 1801	1525 Siskiyou Blvd	WORKS, JOHATHAN A & BETT Y A	Nuisance Abatement	1,668.76	1,969.12	NONE
372W25BC 9700	1604 W. Main ST	GMAC MTG	Nuisance Abatement	2,378.65	2,923.54	NONE
371W18DA 901	1912 Grandview	REGALADO-MURILLO, JORGE & LOPEZ	Nuisance Abatement	605.00	732.12	NONE
371W20BB 153	1932 Hybiscus	CARPENTER, JENIFFER L.	Nuisance Abatement	883.75	1,032.09	NONE
372W25AD 4100	204 N. Ivy	CARRION, GUSTAVO JR & DARYLYN	Nuisance Abatement	3,300.00	3,887.25	NONE
372W25CB 9200	205 Chestnut	HAGIST, STANLEY	Nuisance Abatement	7,918.75	11,372.33	NONE
371W30AC 2700	21 Portland ave	KRUGGEL, FRED E & DIXIE A	Nuisance Abatement	2,867.50	3,389.03	NONE
372W25AC 6500	211 N. Peach	DOUGLAS, PATRICK	Nuisance Abatement	551.25	675.36	NONE
371W18CA 6800	2175 Jubilant Ave	ZUCK, JOHN F & TABITHA K	Nuisance Abatement	464.38	541.05	NONE
372W23DC 8200	2365 Stonefield Way	MITCHELL, DELBERT M & JONI J	Nuisance Abatement	126.25	148.93	NONE
372W13CA 200	2425 Table Rock Rd	KNUTSON, KURTIS	Nuisance Abatement	2,020.00	2,656.30	NONE
371W08CD 13500	2539 Delta Waters Rd	LARSON, JEFFERY & TANYA	Nuisance Abatement	873.13	1,034.83	NONE
372W13BA 7000	2739 Merriman Rd	PRICE, CECILIA	Nuisance Abatement	2,805.00	3,415.60	NONE
371W19DD 9000	323 Marie St	LINCH, JAMES L.	Nuisance Abatement	268.75	313.08	NONE
372W25AA 8500	343 Grape	LEWIS, ASA L	Nuisance Abatement	153.13	176.13	NONE
372W25DC 6300	400 S. Peach St	CORE, VELVET	Nuisance Abatement	240.00	290.40	NONE
372W13BA 3200	402 Emerald	OLSON, JERRY G.	Nuisance Abatement	395.00	483.95	NONE
371W30CA 10200	514 Franquette	DELANGE, KELLY	Nuisance Abatement	1,500.01	1,800.86	NONE
371W30CC 14600	515 W. 11th St	HURST, SCOTT & SARAH	Nuisance Abatement	184.95	251.43	NONE
371W20CC 8000	555 N. Keeneway	GODWIN JR, BERNARD	Nuisance Abatement	153.13	183.03	NONE
371W31CB 10700	596 Shadow Wood	TAYLOR, ADA J & GINA	Nuisance Abatement	492.50	581.18	NONE
372W25AC 10300	637 Pennsylvania Ave	HAVENER, BRANDIS/GREGORY	Nuisance Abatement	918.08	1,427.57	NONE
372W24DC 5100	909 Narregan	MERCADO, JUVENAL	Nuisance Abatement	860.63	1,105.92	NONE

Totals

41,120.67

53,326.30



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.2

www.ci.medford.or.us

DEPARTMENT: Technology Services
PHONE: (541) 774-2051
STAFF CONTACT: Doug Townsend, Director TS

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: February 18, 2016

COUNCIL BILL 2016-17

An ordinance authorizing exemption from competitive bidding and awarding a contract in the amount of \$203,000 to David Smith & Associates for new citywide photogrammetric mapping.

SUMMARY AND BACKGROUND

An ordinance authorizing exemption from competitive bid and awarding a contract in the amount of \$203,000 to David Smith & Associates (DSA) for new citywide photogrammetric mapping. The City of Medford is updating their 2007, 2010, and 2013 digital planimetric, (line and contour maps), and digital orthorectified aerial photography. The project includes an updated city wide digital vectorized planimetric map, and new high resolution digital color orthophotography. Since the last citywide project (in 2007), the City has updated select quarter section maps within the geographical area covering the City's Urban Growth Boundary (UGB). In this project, the City desires to acquire new citywide high resolution color digital orthophotography and planimetric mapping covering the entire City limits, including the Urban Growth Boundary (UGB), the City's water treatment plant in White City, and the City owned Whetstone area. Digital products are for use in ArcGIS Desktop, AutoCAD-based design software, and map-based web applications for staff and external customers.

PREVIOUS COUNCIL ACTIONS

Council has authorized contracts with DSA to acquire digital orthophotography and planimetric mapping for citywide, or sections of the City, in 1998 (citywide capture), 2001, 2003, 2004, 2006, 2007 (last citywide capture), 2009, 2010, and 2013.

ANALYSIS

DSA has a long-standing relationship with the City of Medford. They are very familiar with the existing mapping program in regards to control, data formats and city expectations. DSA's deliverables and processes for photogrammetry and planimetrics have become highly customized and specific to the City of Medford. As a result, a significant portion of the photogrammetric and planimetric setup and design tasks are avoided when/if DSA provides the photogrammetry and planimetrics.

Alternative contractors may use different software, equipment, methods and processes. An alternative contractor will likely need to re-invent and re-tool many aspects of the City's project design and project setup to match their specific processes and workflows. This additional effort potentially increases project costs and likely requires additional City staff time and effort, some of which is consumed educating a new contractor to the many nuances and details of the project, with additional staff review time used to ensure that the revised approach and processes meet project requirements.

A competitive bidding process was utilized for photogrammetric mapping in 2010. The cost proposed by DSA was midway between the highest and lowest cost of the four (4) highest ranked proposals, demonstrating they remain competitive.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Several departments are contributing to the funding of this contract:

\$ 79,000	General Fund (TS \$75,000, Economic Development \$2,000, and Fire Department \$2,000)
\$122,000	Public Works (\$30,500 from each of the following: Gas Tax Fund, Sanitary Sewer Maintenance Fund, Street Utility Fund, and the Storm Drain Utility Fund)
<u>\$ 2,000</u>	Park Dedication Fund
\$203,000	Total



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.2

www.ci.medford.or.us

TIMING ISSUES

The ideal time to acquire aerial photography in southern Oregon is in March, when there exists the optimum combination of: no leaves on trees, cold and clear sky, sun at high enough latitude to reduce shadow, and typically, no snow on the ground.

STRATEGIC PLAN

Theme: Responsible Leadership

Goal 12: Ensure adequate long-term municipal financial stability for City services, assets and facilities.

Objective 12.6: Align technology investments in support of the goals, objectives, and action items identified in the City's Strategic Plan.

Action Item 12.6c: Proactively manage technology investments for maximum lifecycle efficiency.

COUNCIL OPTIONS

Approve, modify or deny the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of an ordinance authorizing exemption from competitive bid and awarding a contract in the amount of \$203,000 with David Smith & Associates to acquire new citywide digital orthophotography and planimetric mapping covering the city's Urban Growth Boundary (UGB), the City's water treatment plant in White City, and the City owned Whetstone area.

SUGGESTED MOTION

I move to approve the ordinance authorizing exemption from competitive bid and awarding a contract with David Smith & Associates in the amount of \$203,000.

EXHIBITS

Ordinance

Map

Contract is on file in the Records office.

ORDINANCE NO. 2016-17

AN ORDINANCE authorizing exemption from competitive bidding and awarding a contract in the amount of \$203,000 to David Smith & Associates for new citywide photogrammetric mapping.

WHEREAS, this exemption is not likely to encourage favoritism in awarding public contracts or substantially diminish competition for public contracts and is likely to result in substantial costs savings; now, therefore,

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

An exemption from competitive bidding is granted and a contract in the amount of \$203,000 for new citywide photogrammetric mapping is hereby awarded to David Smith & Associates.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____, 2016.

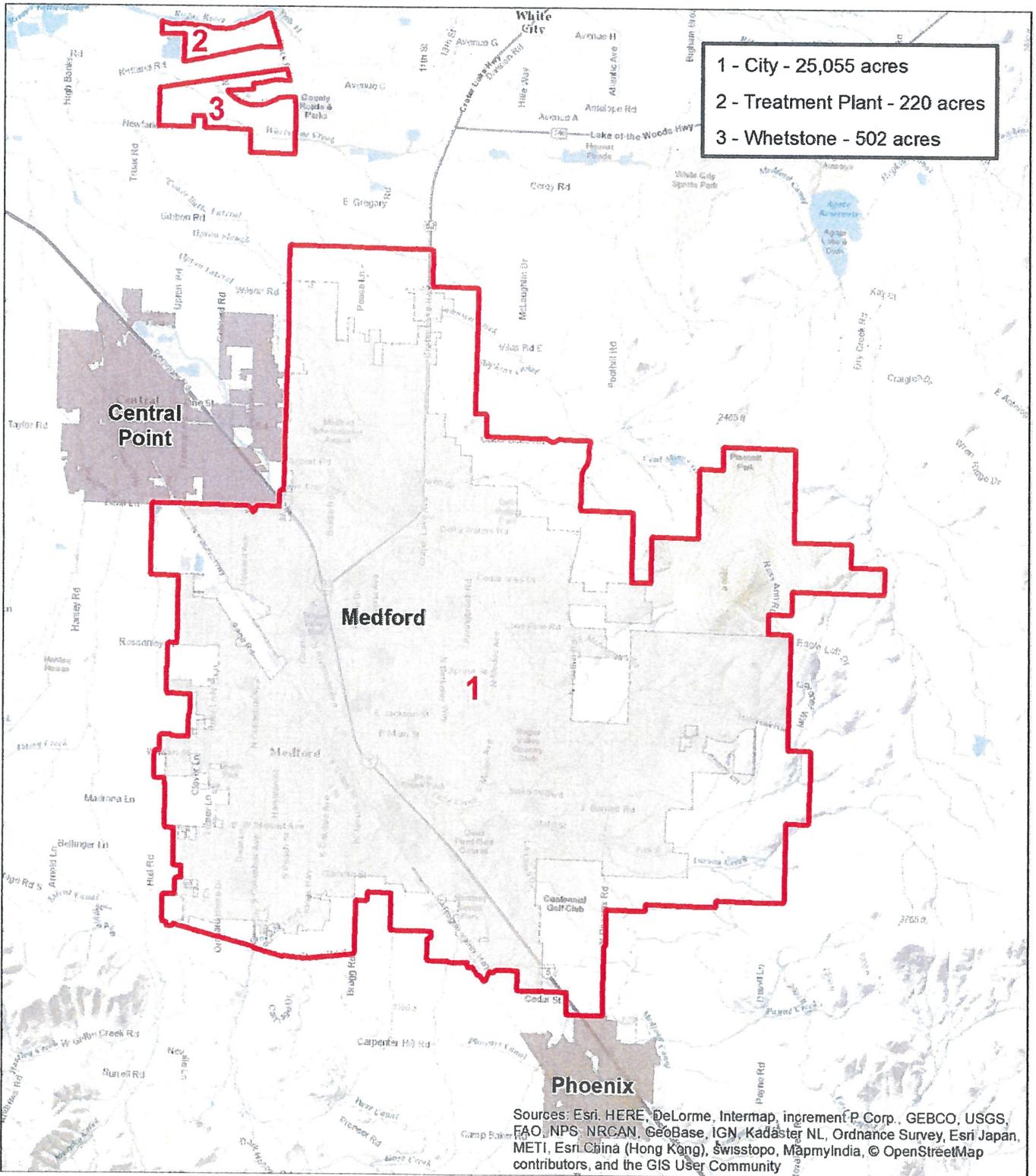
ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2016.

Mayor

EXHIBIT B MAP OF PROJECT AREAS





CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.3

www.ci.medford.or.us

DEPARTMENT: Parks & Recreation
PHONE: 541-774-2400
STAFF CONTACT: Brian Sjothun, Director

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: February 18, 2016

COUNCIL BILL 2016-18

An ordinance authorizing execution of an Intergovernmental Agreement between the City of Medford and Oregon Department of Transportation pertaining to landscape maintenance associated with Highway 238.

SUMMARY AND BACKGROUND

The Parks and Recreation Department is requesting Council consideration of an updated Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) regarding landscape maintenance associated with Highway 238. This updated agreement removes a portion of maintenance responsibility from the City of Medford to ODOT. ODOT plans on removing the vegetation and replacing it with concrete.

PREVIOUS COUNCIL ACTIONS

On April 17, 2014, staff provided an overview to Council regarding the potential of ODOT amending the current Intergovernmental Agreement with the City to allow for paving of the median strips along Highway 238. Council directed staff to proceed with the proposal with ODOT.

On December 21, 2000, Council Bill 200-240 was approved authorizing an agreement with the Oregon Department of Transportation for landscaping for the Hwy 238 - Jackson St, Unit 1 Project (north interchange area).

ANALYSIS

The City of Medford is responsible for the enhanced landscape areas associated with Highway 238. Over the course of the past decade, some of these areas have become troublesome to maintain due to a number of factors. The main areas of concern are the median strips between the west/east bound lanes of Highway 238 located west of Central Avenue and east of Sage Road.

Staff provided information to the Council on April 17, 2014 regarding the following issues related to maintenance of these areas:

- Estimated \$18,000 cost to repair/replace irrigation to the vegetation.
- The volume of traffic makes it unsafe for staff and contractors to maintain the area.
- Large amount of trash that collects in the vegetation, thus requiring constant maintenance.
- ODOT has expressed concerns regarding sightlines for drivers.

As a result of the information provided, Council directed staff to update the agreement with ODOT that addresses the concerns of both agencies. The proposed agreement addresses the issues outlined above. Staff understands that ODOT will likely replace the vegetation with concrete within the median strips.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The annual impact for continued maintenance of the areas highlighted in the agreement is \$15,000 and is contained within Fund 98 – Park Utility Fund for the 2015-17 biennium budget.

TIMING ISSUES

None



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.3

www.ci.medford.or.us

STRATEGIC PLAN

Theme: Safe Community

Goal 1: Ensure a safe community by protecting people, property and the environment.

Goal 4: Provide a safe working environment for City employees.

Objective 4.1: Foster a culture in which employees understand their responsibility for safety in the workplace.

Action 4.1d: Identify, document, evaluate and correct safety issues in the workplace.

COUNCIL OPTIONS

Approve, modify or deny the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the Intergovernmental Agreement as presented.

SUGGESTED MOTION

I move to approve the ordinance authorizing the Intergovernmental Agreement with the Oregon Department of Transportation for landscape responsibilities associated with Highway 238.

EXHIBITS

Ordinance

Intergovernmental Agreement available in the City Recorder's Office.

ORDINANCE NO. 2016-18

AN ORDINANCE authorizing execution of an Intergovernmental Agreement between the City of Medford and Oregon Department of Transportation pertaining to landscape maintenance associated with Highway 238.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of an Intergovernmental Agreement between the City of Medford and Oregon Department of Transportation pertaining to landscape maintenance associated with Highway 238, which agreement 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 _____, 2016.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2016.

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.4

www.ci.medford.or.us

DEPARTMENT: Parks & Recreation
PHONE: 541-774-2401
STAFF CONTACT: Brian Sjothun, Director

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: February 18, 2016

COUNCIL BILL 2016-22

An ordinance authorizing execution of an amendment to the lease agreement with AMWOHI MPL Tower Holdings, LLC, for property leased at Bear Creek Park used for a cellular communication tower and related equipment.

SUMMARY AND BACKGROUND

The Parks & Recreation Department is requesting approval of a lease amendment with AMWOHI MPL Tower Holdings, LLC to add 358 square feet of ground space to their property leased at Bear Creek Park used for a cellular communication tower and related equipment.

PREVIOUS COUNCIL ACTIONS

The original lease agreement was approved by Council at their November 3, 2005 meeting.

ANALYSIS

On November 4, 2005, the City entered into an agreement with New Cingular Wireless PCS (AT&T) to lease approximately 1200 square feet of ground and air space to construct and install a communication tower and equipment shelter at Bear Creek Park and provide monthly lease payments to the City. Lease payments for the site started at \$750 per month and increase 3% each year. The current lease payment is \$978.58 per month and the agreement terminates November 4, 2030.

As permitted in the lease, interest has transferred over the years from New Cingular Wireless, LLC to AT&T Mobility Wireless Operations Holdings, Inc., to the current entity AMWOHI MPL Tower Holdings LLC.

On November 16, 2015 staff received a request from Crown Castle, the Tower Manager and Operator on behalf of AMWOHI MPL Tower Holdings, LLC, to lease an additional 358 square feet of ground space at the site and relocate the landscape buffer to the west and north sides of the compound. The request proposed a rent increase of \$500 per month for the additional space, with no other changes.

Staff contacted the City of Bend and Tualatin Hills Park and Recreation District, both of which lease space to cellular companies for communication towers and equipment, to ensure the City is receiving fair compensation for similar leases. Below is a summary of the findings as well as how the City will compare if staff's recommendation to approve the additional space request and annual fee increase is approved.

	<u>Monthly Fee</u>	<u>Annual Fee Increase</u>
		Consumer Price Index (CPI)
Bend	\$800-\$1800/mo.	
Tualatin Hills	\$800-\$2500/mo.	3-5%
Medford	\$980-\$1200/mo.	3-4%
Medford Proposed	\$1578/mo.	Min 3%, max 5%, based on US City Average CPI

Staff presented the request to the Parks and Recreation Commission at their December 15, 2015 meeting with the recommendation that the annual fee increase be changed from 3% to 5% and the provision added requiring the tenant be responsible for maintenance of the landscape. The Commission approved the tenant's request and staff's recommendations.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.4

www.ci.medford.or.us

Upon presentation of this recommended change to Crown Castle, they came back with a proposed monthly fee of \$600, with the annual fee escalation to be based on the US City Average CPI with a minimum 3%; maximum 5%.

The City Attorney's office has reviewed the original lease and recommended a few housekeeping changes, which were accepted by the tenant and are outlined in detail on page 3 of the amendment.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Over \$7,000 annual increase in revenue.

TIMING ISSUES

None

STRATEGIC PLAN

Theme: Quality Public Services

Goal 8: Provide recreational activities and opportunities to improve the lives of Medford residents.

Objective 8.3: Establish more revenue-generating programs to help fund or subsidize other programs or services.

COUNCIL OPTIONS

Approve, modify or deny the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance authorizing the lease amendment.

SUGGESTED MOTION

I move to approve the ordinance authorizing the lease amendment.

EXHIBITS

Ordinance

Lease Amendment is on file in the City Recorder's Office.

ORDINANCE NO. 2016-22

AN ORDINANCE authorizing execution of an amendment to the lease agreement with AMWOHI MPL Tower Holdings, LLC, for property leased at Bear Creek Park used for a cellular communication tower and related equipment.

WHEREAS, on November 4, 2005 the City entered into a 25 year lease agreement with New Cingular Wireless PCS for property located at Bear Creek Park; and

WHEREAS, as permitted in the lease agreement, interest has transferred over from New Cingular Wireless to AMWOHI MPL Tower Holdings, LCC; now therefore,

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of an amendment to the lease agreement with AMWOHI MPL Tower Holdings, LLC, for property leased at Bear Creek Park used for a cellular communication tower and related equipment, 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 _____, 2016.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2016.

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.5

www.ci.medford.or.us

DEPARTMENT: Finance
PHONE: (541) 774-2030
STAFF CONTACT: Alison Chan, Finance Director

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: February 18, 2016

COUNCIL BILL 2016-23

A resolution authorizing the transfer of \$700,000 from the General Fund Contingency Account to the Citywide Software Replacement Project Account for replacement of technology software.

SUMMARY AND BACKGROUND

At the January 21, 2016 Council meeting staff discussed with Council the cost of the project and informed the Council the cost estimates exceed the amount budgeted by \$700,000. At the conclusion of the discussion, Council directed staff to present a \$700,000 transfer from the General Fund contingency to the Project FN1222.

When the budget was presented accurate cost estimates were not available. Staff requested \$1.5 million for the project, the best estimate at that time. Since then, staff has completed the RFP process and the contract negotiations. The revised estimate cost is \$2.2 million which is \$700,000 greater than the \$1.5 million in the current budget. The project estimate of \$2.2 million is detailed below:

\$ 1,750,000	Professional services and software
250,000	Hardware
100,000	Temporary staffing
100,000	Project contingency
<u>\$ 2,200,000</u>	Total

PREVIOUS COUNCIL ACTIONS

None

ANALYSIS

A transfer from contingency does not require a supplemental budget as a transfer does not increase appropriations.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

There is no increase in appropriations, only a transfer of an existing appropriation within the General Fund.

TIMING ISSUES

Funding for the project needs to be addressed for the project to move forward. The current projected go live date is January 1, 2017.

STRATEGIC PLAN

Theme: Responsive Leadership
Goal 12: Ensure financial stewardship and long-term municipal stability for City services, assets and facilities.

COUNCIL OPTIONS

Approve, modify or deny the resolution.

STAFF RECOMMENDATION

Staff recommends approval of the resolution.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.5

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SUGGESTED MOTION

I move to approve the resolution authorizing a transfer of \$700,000 from General Fund Contingency to the Project FN1222.

EXHIBITS

Resolution

RESOLUTION NO. 2016-23

A RESOLUTION authorizing the transfer of \$700,000 from the General Fund Contingency Account to the Citywide Software Replacement Project Account for replacement of technology software.

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

The transfer of \$700,000 from the General Fund Contingency Account to the Citywide Software Replacement Account for replacement of technology software, is hereby authorized.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

ATTEST: _____
City Recorder

Mayor



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.6

www.ci.medford.or.us

DEPARTMENT: Technology Services
PHONE: (541) 774-2051
STAFF CONTACT: Doug Townsend, Director TS

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: February 18, 2016

COUNCIL BILL 2016-24

An ordinance awarding a contract in the amount of \$1,572,685 to SunGard Public Sector, for software and the professional services required to implement Finance, Human Resources, and Community Development software.

SUMMARY AND BACKGROUND

An ordinance awarding a \$1,572,685 contract to SunGard Public Sector for software and the professional services required to implement Finance, HR, and Community Development software. City Departments have been using the current software for twenty years. Maintenance extended the software's life, but the current products rely on aging technology to operate. The City budgeted to replace the software and issued an RPF for software and the professional services required to implement it. SunGard Public Sector was selected.

PREVIOUS COUNCIL ACTIONS

None

ANALYSIS

Implementation will proceed as soon as the contract is approved by City Council.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The cost of the contract is \$1,572,685. This amount exceeds what remains of the amount budgeted in the 2015-17 biennial budget and must be supplemented from contingency.

TIMING ISSUES

Estimated go-live for Finance is January 1, 2017, HR/Payroll April 1, 2017

STRATEGIC PLAN

Theme: Responsive Leadership

Goal 1: Ensure financial stewardship and long-term municipal financial stability for City services, assets and facilities.

COUNCIL OPTIONS

Approve or deny the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing a \$1,572,685 contract with SunGard Public Sector.

EXHIBITS

Ordinance

Project Charter

Contract is on file in the City Recorder's office.

ORDINANCE NO. 2016-24

AN ORDINANCE awarding a contract in the amount of \$1,572,685 to SunGard Public Sector, for software and professional services required to implement Finance, Human Resources, and Community Development software.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a contract in the amount of \$1,572,685 for software and professional services required to implement Finance, Human Resources, and Community Development software, which is on file in the City Recorder's office, is hereby awarded to SunGard Public Sector.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2016.

Mayor



Project Charter: SunGard ONESolution ERP

Background

The City of Medford is currently utilizing a software solution that was implemented over 20 years ago. There is a benefit to migrating to a Microsoft Windows application and to utilizing a Microsoft SQL database. After a lengthy RFP evaluation process, staff selected SunGard's ONESolution ERP software to replace the existing Finance, Human Resources/Payroll, and Development Services legacy solution.

Goals

- Increase productivity
 - Increase ease of use
 - Increase automation
 - Reduce training time for new employees
- Bolster disaster preparedness
 - Automate data replication
 - Increased fault-tolerance
- Improve business processes
 - Simplify diversity of technology
 - Improve data exchange
 - Improve workflow
- Enhance access to information
 - Expanded business intelligence
 - Implement informational dashboards
 - Improve reporting capabilities

Scope

There are three major phases: Financials, Human Resources/Payroll, and Development Services.

- Phase I: General Ledger, Project Accounting and Grants, Accounts Receivable, Purchasing and Inventory, Accounts Payable, Contracts, Budget, and Fixed-Assets
- Phase II : Human Resources, Payroll, and Work Management/Fleet
- Phase III: Land Management, Permitting, Planning and Engineering, Licensing, and Code Enforcement

SunGard Public Sector consultants will be guiding the City through the implementation.

Key Stakeholders

Role	Stakeholder Name
Project Sponsor	Bill Hoke
Project Champion	Doug Townsend
Project Change Champion	Alison Chan
Project Manager	Barbara Madruga
Phase I Champion	Alison Chan
Phase I Stakeholders	Cory Crebbin, Brian Sjothun, Mike Snyder
Phase I Team Leads	Beau Belikoff, Cynthia Danzl, Jana Forsyth, Jennifer Huston, Paul Morrow, Lynette O'Neal, Lorraine Peterson, Clint Picton
Phase II Champion	Mike Snyder
Phase II Stakeholders	Alison Chan, Cory Crebbin
Phase II Team Leads	Jill Auburn, Jana Forsyth, Diane Greer, Clint Picton
Phase III Champion	Sam Barnum
Phase III Stakeholders	Cory Crebbin, Brian Fish, Jim Huber, Randy Sparacino
Phase III Team Leads	Adam Airoidi, Kelly Akin, Doug Burroughs, Greg Kleinberg, Don Lane, Christy Taylor

Project Milestones	Go-Live Date
Financial Applications	January 2017
Human Resources, Payroll, Work Management	April 2017
Community Development	January 2019

Project Budget

The budget for Phase One and Phase Two of the project is \$1,853,240.

Constraints, Assumptions, and Risks

Constraints	Adequate funding, go-live dates, staffing, business processes
Assumptions	Well-defined requirements, selected solution meets requirements, sufficient staffing, participation and minimal aversion to change, competent vendor support, reasonable implementation timeline, adequate funding
Risks	Loss of institutional knowledge, limits to staff participation, scope creep, network/desktop hardware performance, satisfied business processes, sufficient training/knowledge transfer

Approval Signatures

<hr/> Bill Hoke, Project Sponsor	<hr/> Doug Townsend, Project Champion	<hr/> Barbara Madruga, Project Manager
<hr/> Alison Chan, Change/Phase I Champion	<hr/> Mike Snyder, Phase II Champion	<hr/> Sam Barnum, Phase III Champion



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.7

www.ci.medford.or.us

DEPARTMENT: Technology Services
PHONE: (541) 774-2051
STAFF CONTACT: Doug Townsend, Director TS

AGENDA SECTION: Ordinances and Resolutions
MEETING DATE: February 18, 2016

COUNCIL BILL 2016-25

An ordinance awarding a contract in the amount of \$346,760 to Tyler Technologies, Inc. for software and professional services required for the implementation of Municipal Court software.

SUMMARY AND BACKGROUND

An ordinance awarding a \$346,760 contract to Tyler Technologies, Inc. for software and the professional services required to implement Municipal Court software. The City's Municipal Court has been using the current software solution for twenty years. Maintenance extended the software's life, but the current product relies upon aging technology to operate. The City budgeted to replace the software and issued an RPF for software and the professional services required to implement it. Tyler Technologies, Inc. was selected.

PREVIOUS COUNCIL ACTIONS

None

ANALYSIS

The Municipal Court software implementation will proceed as soon as the contract is approved by City Council.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The cost to implement Municipal Court software is projected at \$346,760, which includes estimated travel at \$50,000. This is budgeted in the 2015-2017 biennial budget.

TIMING ISSUES

Estimated go-live for Municipal Court is October 1, 2016

STRATEGIC PLAN

Theme: Responsive Leadership

Goal 1: Ensure financial stewardship and long-term municipal financial stability for City services, assets and facilities.

COUNCIL OPTIONS

Approve or deny the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing a \$346,760 contract with Tyler Technologies, Inc. for the implementation of Municipal Court software.

EXHIBITS

Ordinance

Project Charter

Contract is on file in the City Recorder's office.

ORDINANCE NO. 2016-25

AN ORDINANCE awarding a contract in the amount of \$346,760 to Tyler Technologies, Inc. for software and professional services required for the implementation of Municipal Court software.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That a contract in the amount of \$346,760 for software and professional services required for the implementation of Municipal Court software, which is on file in the City Recorder's office, is hereby awarded to Tyler Technologies, Inc.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2016.

Mayor



Project Charter: Incode Municipal Court

Background

The City of Medford is currently utilizing a software solution that was implemented over 20 years ago. There is a benefit to migrating to a Microsoft Windows application and to utilizing a Microsoft SQL database. After a lengthy RFP evaluation process, staff selected Tyler Technology Incode software to replace the existing Municipal Court legacy solution.

Goals

- Increase productivity
 - Increase ease of use
 - Increase automation
 - Reduce training time for new employees
- Bolster disaster preparedness
 - Automate data replication
 - Increased fault-tolerance
- Improve business processes
 - Simplify diversity of technology
 - Improve data exchange
 - Improve workflow
- Enhance access to information
 - Expanded business intelligence
 - Implement informational dashboards
 - Improve reporting capabilities

Scope

Tyler Technology consultants will be guiding the City through the Incode implementation. There are three components to the solution: Case Management, Court Scheduling, and Jury Management.

Key Stakeholders

Role	Stakeholder Name
Project Sponsor	Bill Hoke
Project Manager	Barbara Madruga
Project Champion	Doug Townsend
Project Change Champion	Alison Chan
Project Stakeholder	Lori Cooper
Project Lead	Denise Bostwick

Project Milestones	Go-Live Date
Complete Solution	October 2016

Project Budget

The budget for the project is \$346,760.

Constraints, Assumptions, and Risks

Constraints	Adequate funding, go-live dates, staffing, business processes
Assumptions	Well-defined requirements, selected solution meets requirements, sufficient staffing, participation and minimal aversion to change, competent vendor support, reasonable implementation timeline, adequate funding
Risks	Loss of institutional knowledge, limits to staff participation, scope creep, network/desktop hardware performance, satisfied business processes, sufficient training/knowledge transfer

Approval Signatures

Bill Hoke,
Project Sponsor

Barbara Madruga,
Project Manager

Doug Townsend,
Project Champion

Alison Chan,
Project Change Champion



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.8

www.ci.medford.or.us

DEPARTMENT:	Public Works	AGENDA SECTION:	Ordinances and Resolutions
PHONE:	(541) 774-2100	MEETING DATE:	February 18, 2016
STAFF CONTACT:	Cory Crebbin, Public Works Director		

COUNCIL BILL 2016-26

An ordinance authorizing execution of a Disposition and Development agreement between the City of Medford, and Alba Village Regency, LLC, the developer of Northgate Marketplace Phase II regarding Street System Development Charges for Building K.

SUMMARY AND BACKGROUND

Alba Village Regency, LLC, the developer of Northgate Marketplace Phase II, has asked the City to consider a Disposition and Development Agreement (DDA) regarding Street System Development Charges (SDCs) for Building K.

PREVIOUS COUNCIL ACTIONS

A DDA previously approved by the City Council applies to this development, but this proposal stands alone and does not affect the conditions established in that agreement.

ANALYSIS

Building K is anticipated to encompass 143,540 square feet. The developer intends to construct the building utilizing approximately four building permits. The process specified in the Medford Municipal Code requires that Street SDCs be computed for the square footage included in each individual building permit. SDC computations are based on a sliding scale, so the larger the footprint the smaller the square foot rate. The developer desires that Building K be charged Street SDCs as if it were constructed under a single building permit. As proposed in the site plan Building K could be constructed with a single building permit, but this does not fit the developer's business model for this building.

This request is presented as a DDA because; a) an appeal is not appropriate since the developer is not challenging the category of use, and b) the proposed process differs from that in the Medford Municipal Code. The proposed Street SDC in the DDA is a flat dollar rate per square foot for a 143,540 square foot building at the recommendation of City staff to preclude future amendments or confusion as to the rate to be charged.

Approval of this DDA by the City Council may result in future developments requesting comparable consideration. This type of development, with essentially a large structure constructed under more than one building permit, is not common. It is not anticipated that future Street SDC revenues will be significantly affected if such a precedent does become established.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

If this DDA is approved then Street SDC revenues will decrease approximately \$60,000. This decrease is less than 10% of the total Street SDCs for Building K.

TIMING ISSUES

At least two building permit applications for Northgate Marketplace Phase II have been submitted to the City. Rapid resolution of this issue will allow accurate computation of Street SDCs on these and subsequent building permit applications.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.8

www.ci.medford.or.us

STRATEGIC PLAN

Theme: Healthy Economy

Goal 5: Continue implementation of the Economic Development Strategy.

Objective 5.1: Promote retention and expansion of existing businesses and development of new businesses.

Action 5.1a: Encourage the development of vacant employment sites and the redevelopment of underutilized employment sites.

COUNCIL OPTIONS

Approve, modify, or deny the ordinance.

STAFF RECOMMENDATION

Staff has no recommendation.

SUGGESTED MOTION

I move to direct approval of the Disposition and Development Agreement with Alba Village Regency, LLC.

EXHIBITS

Ordinance

Map

Disposition and Development Agreement

ORDINANCE NO. 2016-26

AN ORDINANCE authorizing execution of a Disposition and Development Agreement between the City of Medford, and Alba Village Regency, LLC, the developer of Northgate Marketplace Phase II regarding Street System Development Charges for Building K.

WHEREAS, Building K is anticipated to encompass 143,540 square feet and the developer intends to construct the building utilizing approximately four building permits; and

WHEREAS, the Disposition and Development Agreement is being presented to Council for approval because Building K could be constructed with a single building permit but this does not fit the developer's business model; and

WHEREAS, Alba Village Regency, LLC is requesting that Building K be charged Street System Development Charges similar to as if it were constructed under a single building permit; now therefore,

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of a Disposition and Development Agreement between the City of Medford, and Alba Village LLC, the developer of Northgate marketplace Phase II regarding Street System Development Charges for Building K, which is on file in the City Recorder's office, is hereby approved.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

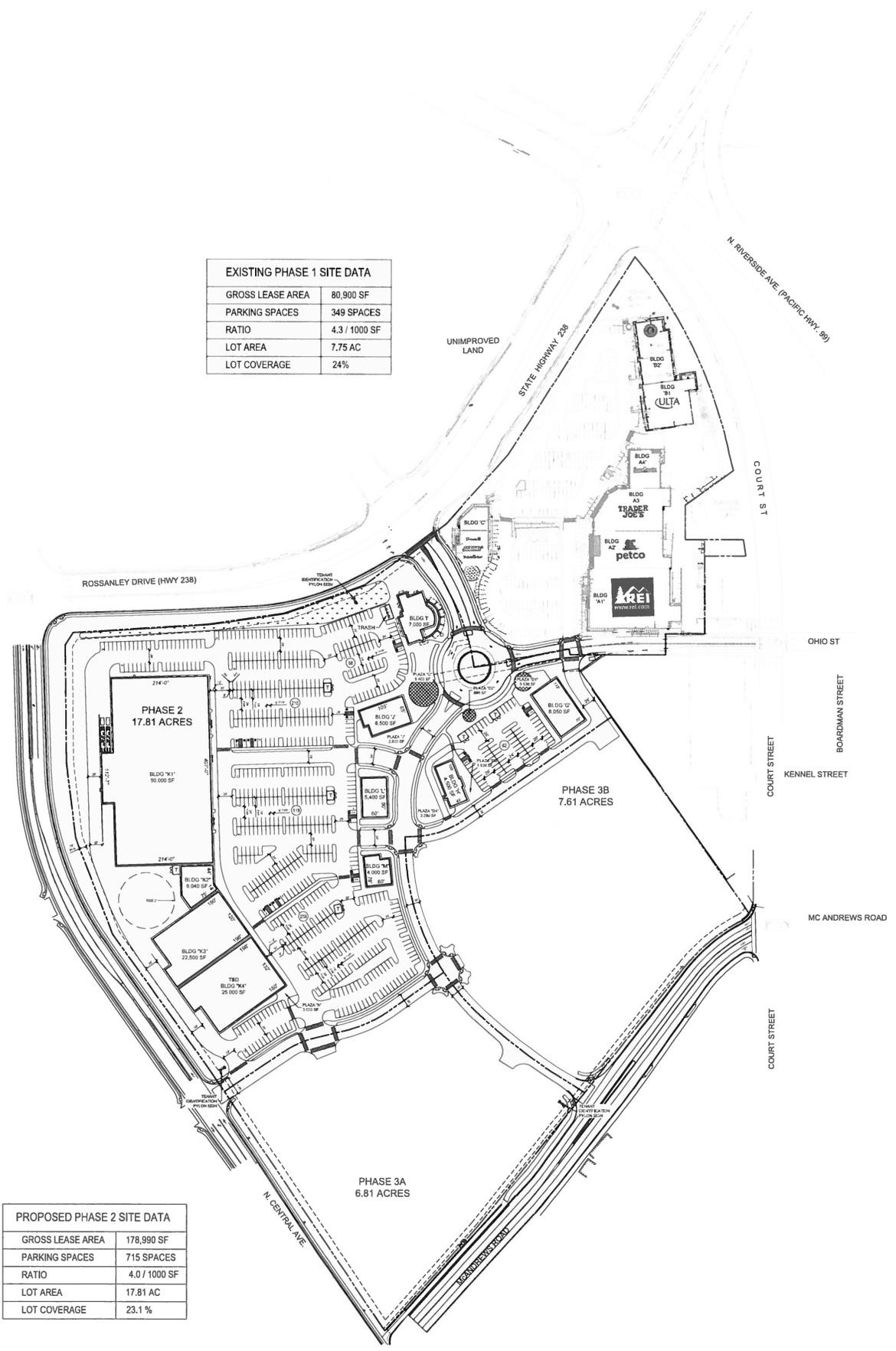
ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2016.

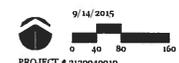
Mayor

EXISTING PHASE 1 SITE DATA	
GROSS LEASE AREA	80,900 SF
PARKING SPACES	349 SPACES
RATIO	4.3 / 1000 SF
LOT AREA	7.75 AC
LOT COVERAGE	24%



PROPOSED PHASE 2 SITE DATA	
GROSS LEASE AREA	178,990 SF
PARKING SPACES	715 SPACES
RATIO	4.0 / 1000 SF
LOT AREA	17.81 AC
LOT COVERAGE	23.1 %

Northgate Marketplace A Regency Centers Development



PORTLAND
 5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221
 TEL: (503) 419-2500 FAX: (503) 419-2500
 www.cardno.com
 CONTACT: Ben Williams

DISPOSITION AND DEVELOPMENT AGREEMENT
FOR DEVELOPMENT OF NORTHGATE MARKETPLACE
PHASE II

STREET SYSTEM DEVELOPMENT CHARGE

THIS AGREEMENT FOR DEVELOPMENT OF NORTHGATE MARKETPLACE, PHASE II (“Agreement”) is made as of this ___ day of _____, 2016, by the CITY OF MEDFORD (“City”), a municipal corporation of the State of Oregon, and ALBA VILLAGE REGENCY, LLC, a Delaware limited liability company (“Developer”). City and Developer are referred to jointly herein as the “Parties.”

RECITALS

- A. WHEREAS, Developer owns real property at the former site of the of the Medco/Medite Timber Mill known as Northgate Marketplace Phase II consisting of 178,990 square feet of commercial retail development located on a 17.81 acre site within a C-R zoning district, as more particularly described on the attached Exhibit “A” (“Phase II”);
- B. WHEREAS, Phase II may be developed over a period of time to respond to existing market demands as determined by the Developer, but is approved, and planned, as a single shopping center which is also comprised of Northgate Marketplace Phases I and II future Phases (“Northgate Marketplace”);
- C. WHEREAS, Building K was approved by City as four structurally independent buildings, which are abutting, and will function as a single large retail structure with a total square footage of 143,540 square feet, as depicted on the approved plans attached hereto as Exhibit “B” and incorporated herein by reference;
- D. WHEREAS, under MLDC the applicable rate for a large retail structure 143,540 square feet is \$7.64 per square foot; and
- E. WHEREAS, the Parties desire to establish the foregoing trip end rate for SSDC fees to Building K regardless of whether it is constructed under a single building permit, or multiple building permits.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. SSDC Trip End Rate.

At the time Developer submits its application for building permit(s) for Building K, the Street System Development Charge for Building K shall be based upon a rate of \$7.64 per square foot, as provided for large retail structures of 143,540 square feet in MLDC Table 3.1, Table of Values. This rate shall be charged for each building permit issued for Building K, regardless of the number of square feet in the individual permit, for a maximum of four building permits, provided the following conditions are met:

- a. The plans submitted to City for Building K shall be substantially consistent with the approved plans as depicted in approved Exhibit "B";
- b. The total square footage of Building K is not reduced by more than fifteen percent (15%); and
- c. All building permits for Building K shall be submitted to the City of Medford for approval no later than two (2) years from the date of execution of this Agreement.

SECTION 2. Minor Modifications to Construction Documents.

The City and Developer mutually agree that from time to time minor modifications to approve construction plans may be requested by the Developer to meet a tenant's unanticipated construction requirements or for other reasons that are required to enhance the operation and use of a tenant's space. In such event, "minor modifications" shall be defined as any modification that does not modify a structural member, a "fire and life safety" requirement, does not substantially alter the character of Building K's exterior, and/or does not reduce the total square footage of Building K by more than fifteen percent (15%). A minor modification shall not impact the SSDC rate agreed to Section 1 herein.

SECTION 3. Cooperation by City.

The City shall use good faith efforts to coordinate processing of all necessary building permits in order to ensure that the appropriate trip end rate is applied.

SECTION 4. Assignment and Transfer Provisions/Transfers by Developer.

Developer may freely assign all or any part of this Agreement to any subsidiary, affiliate, or successor, or by operation of law, provided that Developer shall written notice to City of same.

SECTION 5. Transfers by City.

The City shall not transfer any of its respective rights or obligations under this Agreement (except by operation of law in accordance with ORS 457.055 and 457.075) without the prior

written consent of Developer, which approval may be granted, denied or withheld in Developer's sole discretion.

SECTION 6. Default by Developer.

6.1 Default by Developer. A default shall occur:

6.1.1. If Developer breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Developer receives written notice from the City specifying the breach. In the case of a breach which cannot with due diligence be cured within such thirty (30) day period, a default shall occur if Developer does not commence to cure the breach within such thirty (30) day period and thereafter diligently pursue the cure to completion.

6.1.2. If Developer makes any assignment for the benefit of creditors, or is adjudicated in bankruptcy, or has a receiver, trustee or creditor's committee appointed over either entity that is not removed within ninety (90) days after appointment.

6.2. Default by City. A default shall occur:

6.2.1. If City breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after the City receives written notice from Developer specifying the breach. In the case of a breach which cannot with due diligence be cured within such thirty (30) day period, a default shall occur if City does not commence to cure the breach within such thirty (30) day period and thereafter diligently pursue the cure to completion.

6.2.2. If City voluntarily or involuntarily undertakes to assign any of its rights or obligations under this Agreement in violation of Section 5.

6.3. Nonexclusive Remedies. The rights and remedies provided by this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights otherwise available. The exercise by any Party of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedy for the same default or of any of its remedies for any other default by the other Party, including, without limitation, the right to compel specific performance. Any limitation of remedies set forth herein should not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

6.4. Dispute Resolution.

6.4.1. Mediation. If a dispute between the Parties arises out of or relating to this Agreement or the interpretation of this Agreement, the Parties agree to submit such dispute to a mutually agreed upon mediator, and to continue good faith mediation efforts until such dispute is resolved or any Party notifies the others in writing that it elects to withdraw from mediation.

6.4.2. Tolling of Clock. The Parties acknowledge and agree, if it is necessary to renegotiate any of the provisions contained in this Agreement, the time periods for performance and/or calendar deadline(s) shall be tolled and/or suspended temporarily until completion of such renegotiation and/or mediation after which time such party's performance shall recommence and/or such calendar deadline(s) shall be recalculated.

6.5 Unavoidable Delay. No Party nor that Party's successor in interest shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto, including compliance with the Medford Land Development Code if the delay in performance of such obligations is due to causes that are unforeseeable, beyond its control and without its fault or negligence, including but not limited to acts of God, acts of the public enemy, acts of the state or federal government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosions, mob violence, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a Party or others relating to zoning or other governmental action or inaction pertaining to the Project area, malicious mischief, condemnation action, delays of litigation and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the reasonable control of such Party (the "Unavoidable Delay").

6.6. Request. It is the purpose and intent of this provision that, in the event of the occurrence of any such Unavoidable Delay, the time or times for the performance of the obligations of any Party shall be extended for the period of the Unavoidable Delay, provided, however, that the Party seeking relief under this Section shall, within fifteen (15) days after the Party becomes aware of the causes of any such unavoidable Delay, notify the other Party or Parties in writing of the cause or causes of the delay and the estimated time of correction and the other Party or Parties mutually agree this is an Unavoidable Delay and also agree to the time of correction. In any event, however, the total period of Unavoidable Delay shall not exceed One Hundred Eighty (180) days unless mutually agreed upon by the parties. Such mutual agreement to extend the time of the Unavoidable Delay shall not serve to diminish the enforceability of any other Section of this Agreement.

SECTION 7. TERM AND TERMINATION

- 7.1. Effective Date. This Agreement is effective as of the date all Parties have executed the Agreement (the "Effective Date").
- 7.2. Term of Agreement. The term of this Agreement shall be a period of 10 years commencing on the Effective Date, or the date that all Certificates of Occupancy are issued for Building K, whichever shall first occur (the "Term").
- 7.3. Termination. This Agreement shall terminate upon following occurrences:
 - 7.3.1. Developer giving the City written notice that it is not able or willing to proceed with Phase II.
 - 7.3.2. Any covenant contained herein that is changed or amended by governmental order.
 - 7.3.3. Upon mutual agreement of the parties.

SECTION 8. MISCELLANEOUS PROVISIONS

- 8.1. Conflict of Interests. No member, official or employee of City shall make any decision relating to the Agreement which affects the member's, official's, or employee's personal interests or the interests of any corporation, partnership or association in which member, official, or employee is directly or indirectly interested. Developer warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for obtaining this Agreement.
- 8.2. Non-Liability of City Officials, Employees, and Agents. No member, official, employee or agent of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount, which may become due to Developer or successor or on any obligation under the terms of this Agreement.
- 8.3. Discrimination. Developer, for itself and its successors and assigns, agrees that in carrying out its obligations under this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, sexual orientation or national origin.
- 8.4. Notice. Any notice or communication intended for one of the Parties shall be addressed as set forth below, or in such other way as either Party may, from time to time, designate in writing dispatched as provided in this Section. Notice given

in any other manner shall be effective upon receipt by the Party for whom the same is intended. Any notice or communication under this Agreement by any Party to the others shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified US mail, postage prepaid, return receipt requested, or (b) when received if personally delivered, and

8.4.1. Notices to Developer. In the case of a notice or communication to Developer, addressed as follows:

Alba Village Regency
c/o Craig Ramey
5335 Southwest Meadows Road, Suite 295
Lake Oswego, OR 97035

8.4.2. Notices to City. In the case of a notice or communication to City, addressed as follows:

City of Medford,
c/o City Attorney
411 W. 8th Street
Medford, OR 97501

- 8.5. Successors and Assigns. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.
- 8.6. Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Jackson County, or the United States District Court for the District of Oregon, in the venue assigned for Medford, Oregon.
- 8.7. No Partnership. Nothing contained in this Agreement or any acts of the Parties hereby shall be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties.
- 8.8. Non-Waiver of Government Rights. Subject to the terms and conditions of this Agreement, by making this Agreement and complying with the applicable provisions hereof, the City is specifically not obligating the City, or any other agency with respect to any discretionary governmental action relating to development or operation of the improvements to be constructed within or as a part of Northgate Centre, including, but not limited to, rezoning, budgetary, variances, environmental clearances or any other governmental approvals which are or may be required, except as expressly set forth herein.

- 8.9. Reasonable Approvals. The approval of a Party of any documentation or submissions herein called for shall not be unreasonably withheld, except where rights of approval are expressly reserved to a Party's sole discretion in this Agreement. All such approvals shall be given or denied in a timely and expeditious fashion.
- 8.10. Amendments and Modifications. Any amendments or modifications to this Agreement shall be made in writing, approved in the manner as this Agreement was initially approved, and executed by all Parties. Notwithstanding this general requirement, the City Manager may approve minor modifications to this Agreement without City Council approval. For purposes of the Section, minor modifications include corrections of errors, clarifications, or other modifications that do not change the substantive content of this Agreement.
- 8.11. Time is of the Essence. Time is of the essence in the performance of and adherence to each and every provision of this Agreement.
- 8.12. Non-Waiver. Waiver by any Party of strict performance of any provision of this Agreement shall not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the applicable Party granting a waiver. A waiver of one provision of this Agreement shall be a waiver of only that provision. A waiver of a provision in one instance shall be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.
- 8.13. Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law if a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties shall renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.
- 8.14. Calculation of Time. Unless referred to as Business Days, all periods of time shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday, or Legal Holiday. "Business Days" shall mean Monday through Friday, and "Legal Holiday" shall mean any holiday observed by the State of Oregon.
- 8.15. Headings. The section Headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

- 8.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- 8.17. Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.
- 8.18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter covered by this Agreement.

CITY OF MEDFORD

 By: Gary Wheeler
 Its: Mayor

Executed Date: _____

APPROVED AS TO FORM

 By: Lori Cooper
 Its: City of Medford, Attorney

Executed Date: _____

ALBA VILLAGE REGENCY, LLC

 By: _____
 Its: _____

Executed Date: _____

STATE OF OREGON)
) ss.
County of Jackson)

On this ___ day of _____, 2016, before me, the undersigned Notary Public in and for said State, personally appeared GARY WHEELER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for the State of Oregon
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

Personally appeared _____ who, being duly sworn, did say that he is the _____ of ALBA VILLAGE REGENCY, LLC, an Oregon limited liability company, and that said instrument was signed and sealed in behalf of said company by authority of its members, and he acknowledged said instrument to be its voluntary act and deed.

Notary Public for the State of Oregon
My Commission Expires:_____



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 120.1

www.ci.medford.or.us

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

AGENDA SECTION: Public Hearings
MEETING DATE: February 18, 2016

PUBLIC HEARING

Appeal of an administrative decision pertaining to an unsafe sidewalk at 117 South Central Avenue.

SUMMARY AND BACKGROUND

On January 4, 2016, Public Works sent a letter to Rogue Community College (RCC) informing them the sidewalk fronting the property at 117 S. Central Ave. poses a safety hazard and needs to be repaired. RCC is appealing this requirement. They agree the sidewalk poses a safety hazard, but feel it is the City's responsibility to make repairs "because the trees planted are the wrong type and are currently causing the safety hazard."

PREVIOUS COUNCIL ACTIONS

None.

ANALYSIS

Section 3.010 of the Medford Municipal Code (MMC) requires owners of property within the city to inspect and maintain all sidewalks abutting their property in a condition safe for use by the public at all times. The code further states that if any property owner by his neglect to perform any duty required by this section causes injury or damage to any person or property, he shall be liable to the person suffering such injury or damage and indemnify the city for all damages it has been compelled to pay in such cases.

Section 6.730 of the MMC states owners of property abutting streets are responsible for the care and maintenance, including trimming, pruning and spraying of trees and shrubs or other landscaping located on the public right-of-way, and for repairing damage done to a street, sidewalk or curb by the roots of any tree or shrub located on the public right-of-way adjacent to the private real property owned by the property owner.

The trees in question at RCC (and along much of Central Ave.) are Japanese Zelkova, which is on the street tree list for Medford, as well as many other Oregon municipalities.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

If the appeal is upheld, then Council should consider funding options for the City to undertake this work.

TIMING ISSUES

None.

STRATEGIC PLAN

Theme: Quality Public Services
Goal 9: Provide a safe, multi-modal, efficient and well planned transportation system.
Objective 9.6: Provide equal emphasis for all modes of travel supported by the City.
Action 9.6a: Enforce code provisions governing property owner responsibilities regarding the public right-of-way.

COUNCIL OPTIONS

Approve, modify or deny the appeal.

STAFF RECOMMENDATION

Staff recommends denial of the appeal.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 120.1

www.ci.medford.or.us

SUGGESTED MOTION

I move to deny the appeal of an administrative decision regarding the defective sidewalk at 117 S. Central Ave.

EXHIBITS

Appeal Letter
Notification of Hazardous Sidewalk
Photo



Facilities & Operations
3345 Redwood Highway
Grants Pass, OR 97527
P: 541-956-7333
F: 541-471-3540

January 14, 2016

City of Medford
ATTN: City Recorder
411 W. 8th Street, Room 310
Medford, OR 97501

To Whom It May Concern:

Re: Unsafe Sidewalk at 117 S. Central Ave, Medford, Case #15-3451

Rogue Community is requesting to have this appealed. Although it is a safety hazard, we feel it is the City's responsibility because the trees that were planted are the wrong type and are currently causing the safety hazard.

Sincerely,

Grant Lagorio
Facilities Director



CITY OF MEDFORD

**PUBLIC WORKS DEPARTMENT
ENGINEERING & DEVELOPMENT DIVISION**

**200 S. IVY STREET
MEDFORD, OREGON 97501
www.ci.medford.or.us**

**TELEPHONE (541) 774-2100
FAX (541) 774-2552**

January 4, 2016

**Rogue Community College District
3345 Redwood Hwy
Grants Pass, OR 97527**

Re: Unsafe Sidewalk at 117 S. Central Ave, Medford, Case #15-3451

We have received a complaint regarding unsafe conditions on the sidewalk abutting property owned by you at the above address.

As stated in Section 3.010 of the Medford Municipal Code, property owners are responsible for maintaining all public sidewalks abutting their property. Any injuries sustained by the public as a result of this hazardous condition are the liability of the property owner.

The sidewalk in question must be repaired or replaced within 30 days of this letter. If you need more than 30 days to complete the repairs, a one-time 90-day extension may be granted by the Public Works Director. A written request or e-mail needs to be submitted to the Engineering Division of Public Works at the above address briefly explaining the basis for your request, within 10 days of receiving this notice. This is the only notice you will receive. If the sidewalk is not repaired in 30 days or the end of the extension period, the City may hire a contractor to do the work with the costs being assessed to you. These costs would include payments to the contractor plus engineering and administrative costs. Non-payment of these costs will result in a lien being placed on the property, at 18% interest per year.

A permit is required and can be obtained from the Engineering Division office at 200 S. Ivy St, 2nd floor, or from the City of Medford's Public Works homepage at www.ci.medford.or.us.

Right to Appeal

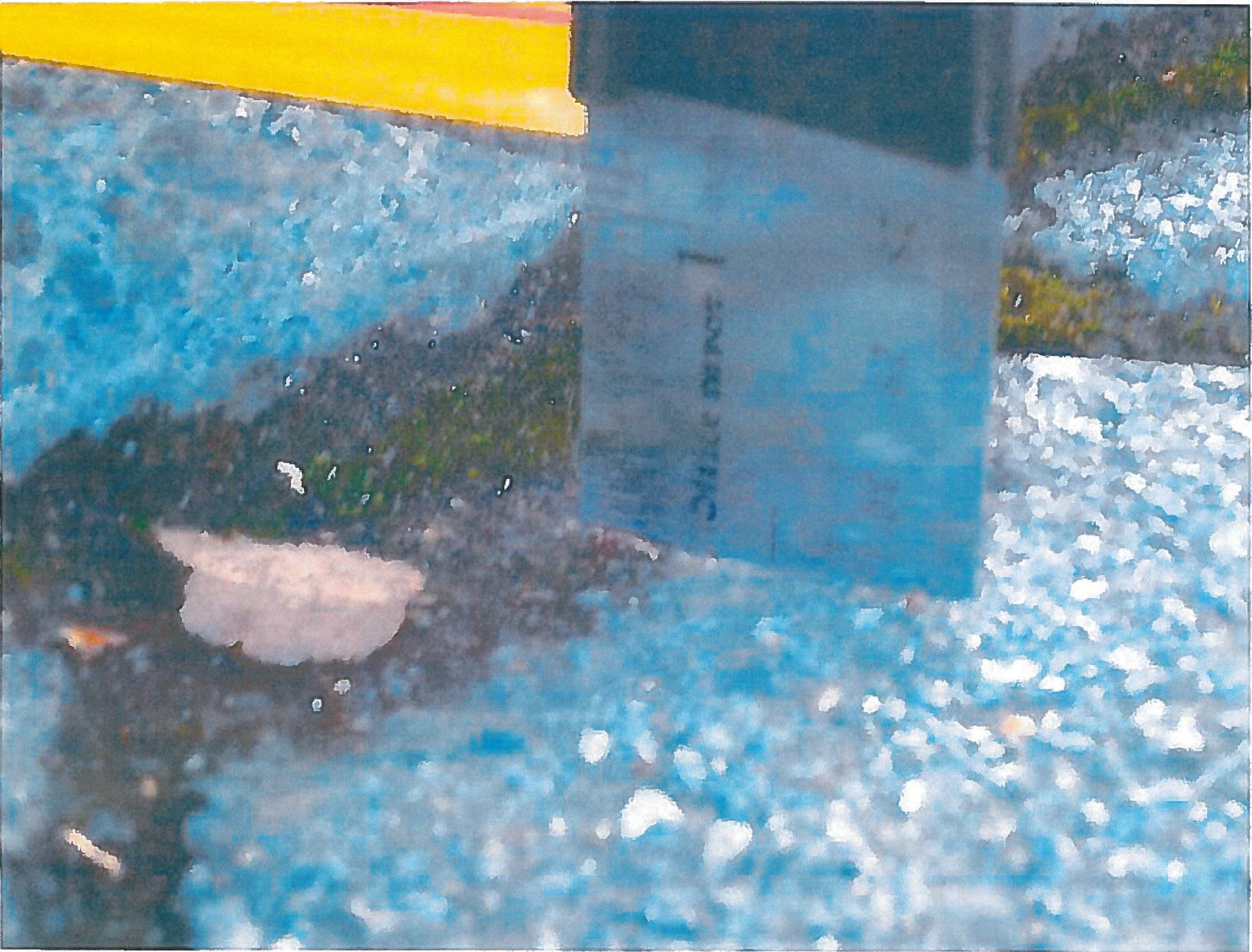
If you disagree with our determination that the sidewalk is unsafe, you may appeal for a hearing before the City Council. A WRITTEN REQUEST MUST BE MAILED to the City Recorder at 411 W. 8th St, Medford, OR 97501 within ten (10) days of receipt of this letter. The request needs to include your reason for opposing the repair of the sidewalk.

Please call 774-2100 if you have any questions or would like our inspector to contact you.

Sincerely,

**Lorraine Peterson
Public Works Business Mgr**













CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 120.2

www.ci.medford.or.us

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

AGENDA SECTION: Public Hearings
MEETING DATE: February 18, 2016

PUBLIC HEARING

Appeal of an administrative decision pertaining to an unsafe sidewalk at 135 – 149 South Central Avenue.

SUMMARY AND BACKGROUND

On January 4, 2016, Public Works sent a letter to Central Avenue Properties, LLC informing them the sidewalk fronting the property at 135-149 S. Central Ave. poses a safety hazard and needs to be repaired. Central Avenue Properties, LLC requested additional time and a 90-day extension was approved by the Public Works Director in accordance with section 3.023 (6) of the Medford Municipal Code. Central Avenue Properties, LLC is now appealing as they believe the sidewalk and streetscape were “poorly designed” and property owners should not be held responsible for a design and planning process in which they were not involved.

PREVIOUS COUNCIL ACTIONS

None.

ANALYSIS

Section 3.010 of the Medford Municipal Code requires owners of property within the city to inspect and maintain all sidewalks abutting their property in a condition safe for use by the public at all times. The code further states that if any property owner by his neglect to perform any duty required by this section causes injury or damage to any person or property, he shall be liable to the person suffering such injury or damage and indemnify the city for all damages it has been compelled to pay in such cases.

The Urban Renewal Agency designed and installed the sidewalk in accordance with the Street Materials Standards list approved by City Council.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

If the appeal is upheld, then Council should consider funding options for the City to undertake this work.

TIMING ISSUES

None.

STRATEGIC PLAN

Theme: Quality Public Services
Goal 9: Provide a safe, multi-modal, efficient and well planned transportation system.
Objective 9.6: Provide equal emphasis for all modes of travel supported by the City.
Action 9.6a: Enforce code provisions governing property owner responsibilities regarding the public right-of-way.

COUNCIL OPTIONS

Approve, modify or deny the appeal.

STAFF RECOMMENDATION

Staff recommends denial of the appeal.

SUGGESTED MOTION

I move to deny the appeal of an administrative decision regarding the defective sidewalk at 135-149 S. Central Ave.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 120.2

www.ci.medford.or.us

EXHIBITS

Appeal Letter

Notification of Hazardous Sidewalk

Photo

90-Day Extension Approval Letter

Central Avenue Properties

January 14, 2016

City of Medford
City Recorder
411 W. 8th St.
Medford OR. 97501

City Recorder

We own the properties from 135 to 149 S. Central in Medford. We received a letter outlining the unsafe condition of the sidewalks in front of our property from Public Works Engineering and Development Division, (Case #15-3449). We are formally requesting a hearing before the city council to appeal the decision of Public Works and Development Divisions decision to put the burden of a poorly designed sidewalk and streetscape on the property owners. The sidewalks and streetscape is only 12 years old and has completely failed, not only in front of our property but for blocks around us. We as property and business owners here in Medford understand the need to maintain our community but feel that we should not be held responsible for a design and planning process we were not able to be involved in. . Due to the complexity of the problem we have asked for a 90 day extension from Public Works (letter attached) to address this situation.

Thank you for your consideration

If you have any questions please contact me

Thank you,

Mike Ziemer
541-324-1149
zierm@yahoo.com
Central Avenue Properties LLC.
1134 Court St.
Medford OR. 97501



CITY OF MEDFORD

**PUBLIC WORKS DEPARTMENT
ENGINEERING & DEVELOPMENT DIVISION**

**200 S. IVY STREET
MEDFORD, OREGON 97501
www.ci.medford.or.us**

**TELEPHONE (541) 774-2100
FAX (541) 774-2552**

January 4, 2016

Central Avenue Properties, LLC
357 Alta
Ashland, OR 97520

Re: Unsafe Sidewalk at 141 S. Central Ave, Medford. Case #15-3449

We have received a complaint regarding unsafe conditions on the sidewalk abutting property owned by you at the above address.

As stated in Section 3.010 of the Medford Municipal Code, property owners are responsible for maintaining all public sidewalks abutting their property. Any injuries sustained by the public as a result of this hazardous condition are the liability of the property owner.

The sidewalk in question must be repaired or replaced within 30 days of this letter. If you need more than 30 days to complete the repairs, a one-time 90-day extension may be granted by the Public Works Director. A written request or e-mail needs to be submitted to the Engineering Division of Public Works at the above address briefly explaining the basis for your request, within 10 days of receiving this notice. This is the only notice you will receive. If the sidewalk is not repaired in 30 days or the end of the extension period, the City may hire a contractor to do the work with the costs being assessed to you. These costs would include payments to the contractor plus engineering and administrative costs. Non-payment of these costs will result in a lien being placed on the property, at 18% interest per year.

A permit is required and can be obtained from the Engineering Division office at 200 S. Ivy St, 2nd floor, or from the City of Medford's Public Works homepage at www.ci.medford.or.us.

Right to Appeal

If you disagree with our determination that the sidewalk is unsafe, you may appeal for a hearing before the City Council. A WRITTEN REQUEST MUST BE MAILED to the City Recorder at 411 W. 8th St, Medford, OR 97501 within ten (10) days of receipt of this letter. The request needs to include your reason for opposing the repair of the sidewalk.

Please call 774-2100 if you have any questions or would like our inspector to contact you.

Sincerely,

Lorraine Peterson
Public Works Business Mgr





Continuous Improvement Customer Service

CITY OF MEDFORD

**PUBLIC WORKS DEPARTMENT
ENGINEERING & DEVELOPMENT DIVISION**

**200 S. IVY STREET
MEDFORD, OREGON 97501
www.ci.medford.or.us**

**TELEPHONE (541) 774-2100
FAX (541) 774-2552**

January 22, 2016

Central Avenue Properties, LLC
Mike Ziemer
1134 Court St
Medford, OR 97501

RE: Sidewalk Extension Request for Code Case #15-3449, 141 S Central Ave, Medford

The Public Works Director has approved your request for an extension to repair the unsafe sidewalk for the above code case. The sidewalk repairs should be completed by 4/30/16.

Please be aware a permit is required prior to beginning work; a permit may be obtained from Engineering's office at 200 S. Ivy St, 2nd Floor, or online from the City of Medford's Public Works homepage at www.ci.medford.or.us.

Please call our office if you have any questions.

City of Medford
Public Works/Engineering Division
541-774-2100

C: code case file



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 120.3

www.ci.medford.or.us

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

AGENDA SECTION: Public Hearings
MEETING DATE: February 18, 2016

PUBLIC HEARING

Appeal of an administrative decision pertaining to an unsafe sidewalk at 125 South Central Avenue.

SUMMARY AND BACKGROUND

On January 4, 2016, Public Works sent a letter to Mountain Development Company, LLC, informing them the sidewalk fronting the property at 125 S. Central Ave. poses a safety hazard and needs to be repaired. Mountain Development Company, LLC, requested additional time and a 90-day extension was approved by the Public Works Director in accordance with section 3.023 (6) of the Medford Municipal Code. Mountain Development Company, LLC, is now appealing as they did not design or install the sidewalk. They are seeking consideration of how much responsibility should be incurred by the building owner since the same type of sidewalk, which is pavers, is causing other problems within the area.

PREVIOUS COUNCIL ACTIONS

None.

ANALYSIS

Section 3.010 of the Medford Municipal Code requires owners of property within the City to inspect and maintain all sidewalks abutting their property in a condition safe for use by the public at all times. The code further states that if any property owner by his neglect to perform any duty required by this section causes injury or damage to any person or property, he shall be liable to the person suffering such injury or damage and indemnify the City for all damages it has been compelled to pay in such cases.

The Urban Renewal Agency designed and installed the sidewalk in accordance with the Street Materials Standards list approved by City Council.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

If the appeal is upheld, then Council should consider funding options for the City to undertake this work.

TIMING ISSUES

None.

STRATEGIC PLAN

Theme: Quality Public Services
Goal 9: Provide a safe, multi-modal, efficient and well planned transportation system.
Objective 9.6: Provide equal emphasis for all modes of travel supported by the City.
Action 9.6a: Enforce code provisions governing property owner responsibilities regarding the public right-of-way.

COUNCIL OPTIONS

Approve, modify or deny the appeal.

STAFF RECOMMENDATION

Staff recommends denial of the appeal.

SUGGESTED MOTION

I move to deny the appeal of an administrative decision regarding the defective sidewalk at 125 S. Central Ave.



EXHIBITS

Appeal Letter

Notification of Hazardous Sidewalk

Photo

90-Day Extension Approval Letter

MOUNTAIN DEVELOPMENT CO, LLC
710 Cardley Avenue, Suite B
Medford, OR 97504
541-734-9104 541-878-3031
FAX 541 734-9304

January 15, 2016

City Recorder
411 W. 8th Street
Medford, OR 97501

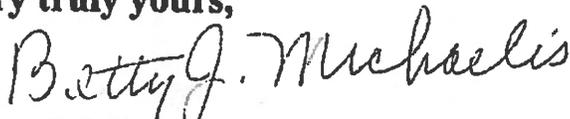
RE: Unsafe Sidewalk at 125 S Central Ave., Medford, OR
Case # 15-3450 RIGHT TO APPEAL

Dear Sir or Madam,

I have not yet determined that the sidewalk is unsafe due to your deadline of a 10 day response. I need to determine the status of the sidewalk as well as the percentage of responsibility. To my knowledge my company did not design or install this type of sidewalk. Than a consideration of who and how much responsibility should be involved to me as the building owner. My understanding is that this same type sidewalk is causing other problems within the area.

I am sure with the proper information and discussion we will come to a mutual understanding. CONTACT # 541 878-3031

Very truly yours,



Betty J. Michaelis
Mountain Development CO LLC



CITY OF MEDFORD

PUBLIC WORKS DEPARTMENT
ENGINEERING & DEVELOPMENT DIVISION

200 S. IVY STREET
MEDFORD, OREGON 97501
www.ci.medford.or.us

TELEPHONE (541) 774-2100
FAX (541) 774-2552

January 4, 2016

Mountain Development Co, LLC
710 Cardley Ave-B
Medford, OR 97504

Re: Unsafe Sidewalk at 125 S Central Ave, Medford, Case #15-3450

We have received a complaint regarding unsafe conditions on the sidewalk abutting property owned by you at the above address.

As stated in Section 3.010 of the Medford Municipal Code, property owners are responsible for maintaining all public sidewalks abutting their property. Any injuries sustained by the public as a result of this hazardous condition are the liability of the property owner.

The sidewalk in question must be repaired or replaced within 30 days of this letter. If you need more than 30 days to complete the repairs, a one-time 90-day extension may be granted by the Public Works Director. A written request or e-mail needs to be submitted to the Engineering Division of Public Works at the above address briefly explaining the basis for your request, within 10 days of receiving this notice. This is the only notice you will receive. If the sidewalk is not repaired in 30 days or the end of the extension period, the City may hire a contractor to do the work with the costs being assessed to you. These costs would include payments to the contractor plus engineering and administrative costs. Non-payment of these costs will result in a lien being placed on the property, at 18% interest per year.

A permit is required and can be obtained from the Engineering Division office at 200 S. Ivy St, 2nd floor, or from the City of Medford's Public Works homepage at www.ci.medford.or.us.

Right to Appeal

If you disagree with our determination that the sidewalk is unsafe, you may appeal for a hearing before the City Council. A WRITTEN REQUEST MUST BE MAILED to the City Recorder at 411 W. 8th St, Medford, OR 97501 within ten (10) days of receipt of this letter. The request needs to include your reason for opposing the repair of the sidewalk.

Please call 774-2100 if you have any questions or would like our inspector to contact you.

Sincerely,

Lorraine Peterson
Public Works Business Mgr





Continuous Improvement Customer Service

CITY OF MEDFORD

PUBLIC WORKS DEPARTMENT
ENGINEERING & DEVELOPMENT DIVISION

200 S. IVY STREET
MEDFORD, OREGON 97501
www.ci.medford.or.us

TELEPHONE (541) 774-2100
FAX (541) 774-2552

January 19, 2016

Mountain Development Co, LLC
710 Cardley Ave B
Medford, OR 97504

RE: Sidewalk Extension Request for Code Case #15-3450, 125 S Central Ave

The Public Works Director has approved your request for an extension to repair the unsafe sidewalk for the above code case. The sidewalk repairs should be completed by 4/30/16.

Please be aware a permit is required prior to beginning work; a permit may be obtained from Engineering's office at 200 S. Ivy St, 2nd Floor, or online from the City of Medford's Public Works homepage at www.ci.medford.or.us.

Please call our office if you have any questions.

City of Medford
Public Works/Engineering Division
541-774-2100

C: code case file