



Medford City Council Meeting

Agenda

July 5, 2018

6:00 P.M.

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

10. **Roll Call**

20. **Recognitions, Community Group Reports**

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

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

30.1 Alba Delegation – Medford Sister City

40. **Public Hearings**

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

40.1 The continuation of a public hearing of an appeal regarding a Street Tree Permit decision for 101 N. Central Avenue, adjacent to Central Art Supply.

40.2 Consideration of a request for a six-month extension to complete hazardous repairs at 602 S. Central Avenue.

50. **Approval or Correction of the Minutes of the June 21, 2018 Regular Meeting**

60. **Consent Calendar**

60.1 COUNCIL BILL 2018-78 An ordinance authorizing exemption from competitive bidding and awarding a contract in the amount of \$166,616.00 to Tiburon, Inc., a TriTech Software Systems Company for continued technical support and future software enhancements.

60.2 COUNCIL BILL 2018-79 A resolution authorizing the signing of checks, check-warrants and warrants of the City of Medford by Ryan Martin, as Chief Financial Officer, and Karen Spoons, as City Recorder, or by facsimiles of said signatures, at banking depositories of the City of Medford.

60.3 COUNCIL BILL 2018-80 An ordinance authorizing execution of a contract in an amount of \$1,408,523.34 with Emergency Communications of Southern Oregon to provide police dispatch services for fiscal year 2018-19.

60.4 COUNCIL BILL 2018-81 An ordinance authorizing execution of a contract in an amount of \$681,255.61 with Emergency Communications of Southern Oregon to provide fire dispatch services for fiscal year 2018-19.

70. **Items Removed from Consent Calendar**

80. Ordinances and Resolutions

- 80.1 COUNCIL BILL 2018-71 – SECOND READING – An ordinance amending sections 2.204, 2.438, 2.461, and 2.470 of the Medford Municipal Code pertaining to the structure of membership of various Commissions effective January 1, 2019.
- 80.2 COUNCIL BILL 2018-75 – SECOND READING – An ordinance adding section 5.660 of the Medford Municipal Code pertaining to transportation of marijuana.
- 80.3 COUNCIL BILL 2018-82 An ordinance amending section 5.310 of the Medford Municipal Code pertaining to alcoholic beverages and special events.
- 80.4 COUNCIL BILL 2018-83 An ordinance authorizing a contract with Rogue Retreat to manage a transitional housing campground, named Hope Village.

90. Council Business

- 90.1 Proclamations issued: None
- 90.2 Committee Reports and Communications

100. City Manager and Staff Reports

- 100.2 Further reports from City Manager

110. Adjournment



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 40.1

www.ci.medford.or.us

DEPARTMENT: Parks, Recreation & Facilities

PHONE: (541) 774-2690

STAFF CONTACT: Adam Airoidi, Parks Supervisor

AGENDA SECTION: Public Hearings

MEETING DATE: July 5, 2018

PUBLIC HEARING

The continuation of a public hearing of an appeal regarding a Street Tree Permit decision for 101 N. Central Avenue, adjacent to Central Art Supply.

SUMMARY AND BACKGROUND

Dan Ebert, the owner of Central Art Supply, submitted a Street Tree Removal Application to remove a street tree and the tree well from the public right-of-way at 101 N. Central Ave. in the Central Business District (CBD). Mr. Ebert contends the tree is responsible for the presence of water in the basement of his business. The tree removal request was denied based on criteria set forth in Medford Municipal Code (MMC) sections 6.725, 10.358 and 10.780. Mr. Ebert appealed this administrative decision in April 2017 and is seeking Council resolution of the appeal.

PREVIOUS COUNCIL ACTIONS

On February 1, 1996, Council enacted MMC 6.725 pertaining to street tree standards.

On March 20, 2003, Council approved MMC 10.358 regarding streetscape standards. The code section was revised on Sept. 17, 2009.

On June 6, 2013, Council adopted MMC 10.780 pertaining to street tree requirements.

On April 20, 2017, Council conducted a hearing for the appeal of the denial of Mr. Ebert's Street Tree Removal Application. Council postponed rendering a decision until completion of a revision to MMC 10.358 regarding streetscape standards.

On September 21, 2017, Council approved Council Bill 2017-112 adopting amendments to the Street Materials Standards List.

ANALYSIS

Mr. Ebert's Street Tree Removal Application was denied in 2017 because the proposed actions would not abide by adopted standards for trees on public property (MMC 6.725), Streetscape Standards (MMC 10.358 (3)), and Landscape and Irrigation Requirements (MMC 10.780 G(10)). He subsequently appealed the staff decision; a public hearing was conducted on April 20, 2017 that resulted in postponement of the matter.

Permission to remove the tree and seal the tree well was sought as a potential solution to a groundwater problem in the basement of the business.

The tree in question is a 13-year-old, 25-foot-high Japanese zelkova (*Zelkova serrata*) that was planted in conjunction with Medford Urban Renewal Agency improvements. The tree is growing in a 4-by-6-foot tree well in the sidewalk abutting the curb in front of Central Art Supply. When mature, this tree could reach 45 feet in height and 30 feet in crown width. This species was selected and planted throughout the CBD in order to establish a consistent overhead tree canopy.

The City of Medford's Street Materials Standards List outlined in MMC 10.358 defines the streetscape design for the CBD. The adopted design is intended to "facilitate and balance pedestrian and vehicular



CITY OF MEDFORD AGENDA ITEM COMMENTARY

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movement in an attractive and safe environment.” Additionally, MMC 6.725 requires any action taken with regard to street trees in the CBD must abide by the adopted standards.

The key issue in this case is water reaching the basement. The owner contends that sealing the entire sidewalk, including the tree well, will prevent water from reaching his basement although staff is not certain the tree well will resolve the problem due to the high water table in the area.

The municipal code prevents staff from approving the tree removal application. However, should Council approve tree removal, staff suggests placing the financial responsibility for tree removal, tree well sealing and the planting of a City-approved replacement tree at Vogel Plaza (the nearest City park property) on the applicant as conditions for removal. Additionally, the Council could consider having the applicant work with the Medford Arts Commission and financially participate for a public art installation in the space vacated by the tree.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

City to incur tree removal, sidewalk repair and replacement cost of approximately \$3,500 unless Council places financial responsibility upon the applicant.

TIMING ISSUES

If the Street Tree Permit decision is reversed, the business owner would be responsible for the timing of tree removal.

COUNCIL OPTIONS

Reverse or uphold the Street Tree Permit decision.

STAFF RECOMMENDATION

Staff recommends placing the financial responsibility for tree removal, tree well sealing and the planting of a City-approved replacement tree at Vogel Plaza on the applicant as conditions for removal.

SUGGESTED MOTION

I move to approve the Street Tree Permit decision regarding the street tree and tree well at 101 N. Central Avenue under the condition that the applicant is financial responsible for tree removal, tree well sealing and the planting of a City-approved replacement tree at Vogel Plaza.

EXHIBITS

Figure 1- Streetscape Type map 10.358

Photo 1- Japanese zelkova at 101 N. Central Ave looking north

Photo 2- Japanese zelkova at 101 N. Central Ave looking south

Medford Municipal Codes 6.725, 10.358, 10.780

Street Tree Permit Appeal documents



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Figure 1

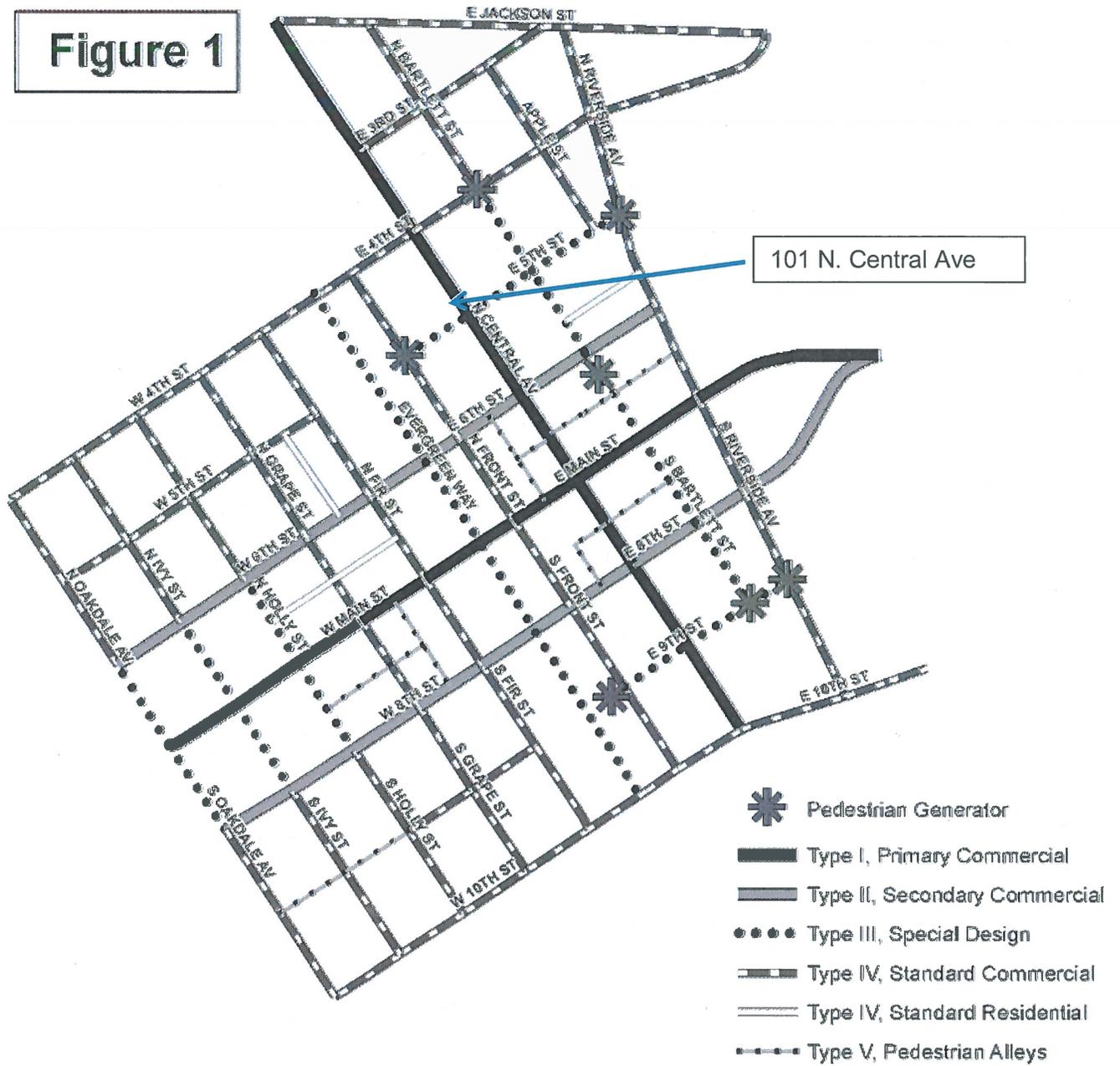




Photo 1- Japanese zelkova at 101 N. Central Ave looking north

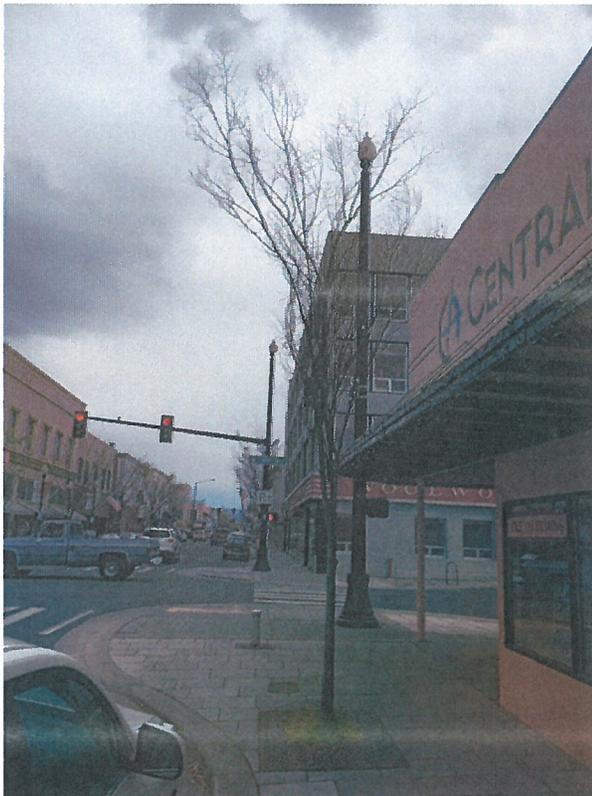


Photo 1- Japanese zelkova at 101 N. Central Ave looking south



CITY OF MEDFORD AGENDA ITEM COMMENTARY

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MMC 6.725 Permit Required

- (1) No person other than a city department employee shall plant, prune, root prune, remove, cut above ground, or otherwise disturb any tree on public property without prior written permission of the Parks and Recreation Director. The person obtaining the permit shall abide by the adopted standards.
- (2) The permit application shall include the following information: A site or plat drawing showing the number of trees to be planted, pruned or removed; location, grade, species, cultivar or variety of trees to be planted or pruned; reason for pruning or removal; method of planting or maintenance; and other information to enable the Manager to assure compliance with the adopted standards.
- (3) The permit is free and is valid for 90 days from the date of issuance.
- (4) Any person removing a tree must also remove the stump to a depth of six inches below ground level.
- (5) Any tree removed must be replaced. All replacement trees shall be a minimum of 1-3/4" caliper in size. All replacement trees must be chosen from a list of designated street trees provided by the city.
- (6) Whenever any tree is planted or maintained contrary to the provisions of Sections 6.700 to 6.750, the Manager may remove or maintain the tree in accordance with the adopted standards. Any cost to the City of such removal or maintenance shall be assessed to the owner of abutting property or other person who failed to comply with the requirements of these sections. The Manager may revoke any permit for any violation of the provisions of Section 6.700 to 6.750. [Added, Sec. 1, Ord. No. 8026, Feb. 1, 1996.]

MMC 10.358 (3) Streetscape Standards.

All new or reconstructed streets and streetscapes within the C-B District shall be developed according to the following standards and as identified in the Street Materials Standards List.

Streetscape Types There are (5) streetscape types. These Streetscape Types are designated in Figure 1. Each streetscape type and its associated design shall comply with the standards of this section. All listed distances shall be considered minimum width. Existing street widths may vary. Street tree designations are included in Street Materials Standards List.

Type I, Primary Commercial Streets. Type I Streets are commercial streets that are intended as high volume vehicular and pedestrian streets linking the Central Business District with sub-districts and other parts of the City. The streetscape design for Type I Streets is intended to facilitate and balance pedestrian and vehicular movement in an attractive and safe environment. The Type 1 Street includes benches, decorative street and pedestrian lighting, tree grates, trash receptacles, banner poles, tree lighting, and concrete pavers or brick pavers.

[Amd. Sec. 18, Ord. No. 5820, March 19, 1987; Amd. Sec. 5, Ord. No. 5873, May 21, 1987; Amd. Sec. 5, Ord. No. 5986, Oct. 1, 1987; Amd. Ord. No. 6264, Dec. 15, 1988; Amd. Ord. No. 6748, Oct. 18, 1990; Amd. Sec. 1, Ord. No. 7629, May 5, 1994; Amd. Sec. 1, Ord. No. 7970, Oct. 5, 1995; Amd. Sec. 1, Ord. No. 7991, Nov. 16, 1995; Amd. Ord. No. 2003-98, March 20, 2003; Amd. Sec. 3, Ord. No. 2009-207, Sept. 17, 2009; Amd. Sec. 4, Ord. No. 2014-161, Dec. 22, 2014; Amd. Sec 12, Ord. No. 2016-35, March 3, 2016.]

MMC 10.780 G(10) Tree Requirements.

- a. Soil Volume:



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Each new or existing tree shall have sufficient soil volume to establish and maintain a root system that will support the tree at maturity. For each tree, at least two cubic feet of soil volume is required for each one square foot of tree canopy at maturity.

1. Soil volume is calculated as the landscaping area under the tree canopy, free of impervious surface or paving, and measured at a depth of three (3) feet.
2. For trees within parking area planters or sidewalk planters, in lieu of the soil volume provisions above, structural soil may be utilized as an alternative material under impervious surfaces to meet the required soil volume calculation.

[Added, Sec. 5, Ord. No. 7786, Dec. 15, 1994; Amd. Sec. 3, Ord. No. 1998-75, Apr. 16, 1998; Amd. Sec. 1, Ord. No. 1999-211, Dec. 16, 1999; Amd. Sec. 8, Ord. No. 2000-55, Apr. 6, 2000; Amd. Sec. 12, Ord. No. 2013-31, Feb. 21, 2013; Amd. Sec. 5, Ord. No. 2013-84, June 6, 2013 (effective Dec. 1, 2013).]



CENTRAL ART

Adam

This tree removal permit application does not fully apply to my needs. There wasn't a tree in front of Central Art Supply before the new sidewalks were put in and I had no water problem. I realize that the tree is not the only cause of the water problem but it is a major contributor and an integral part of the fix. We have a unique opportunity to eliminate the water problem by putting a water proof membrane underneath the paver stones that will move the water north of Central Art Supply and into the northward flow that the sidewalk was set to do.

I know the tree contributes to the problem because in the first summer of having the tree, I noticed water in the basement every three days or so. I finally realized it coincided with the watering schedule of the trees. The water was capped off and I hand watered the tree and the water intrusion ceased.

I would be happy to have Cory and yourself come to Central Art to talk about this, and hopefully find a solution to the water problem.

Dan Ebert
Central Art Supply

MEDFORD PARKS & RECREATION

HEALTHY LIVES. HAPPY PEOPLE. STRONG COMMUNITY.

STREET TREE PERMIT APPLICATION

PRUNING • REMOVAL • PLANTING

Application for Permit to: Prune Remove Plant Root prune

OFFICIAL USE ONLY			
Date Received:		Case Number:	T/A Number:
Approved _____	Denied _____	Conditionally approved* _____	Date:
*Permission is granted according to the application with the following conditions:			

Applicant Information:

(Don)
 Property Owner Name Robert Daniel Ebert Phone 541-261-6183
 Mailing Address 101 N. Central Medford OR 97501
 Applicant Name Dan Ebert Phone 541-261-6183
 Mailing Address 101 N. Central Medford OR 97501
 Tree Address 101 N. Central Medford OR

Hedgem

Tree Condition:

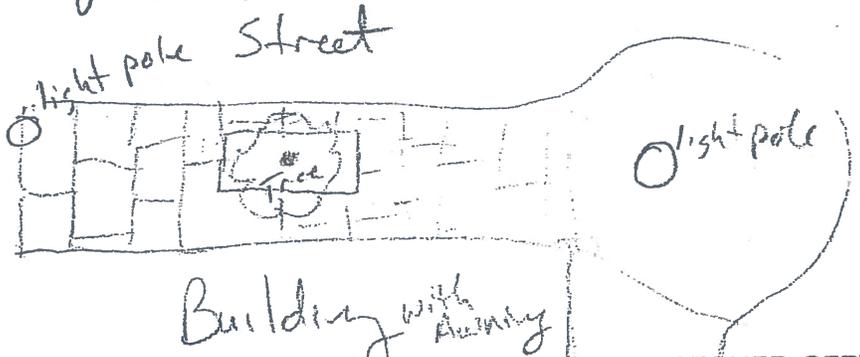
Species Japanese Zelkova Tree Size 5" x 25' Number 1

Reason for permit and scope of work to be performed:

I need to put a water barrier under the pavers on the side walk of 101 N. Central to prevent the intrusion of water into the basement of 101 N. Central - I would

Please provide a map or drawing showing: street, sidewalk, trees, utility lines, sewer, water, and lights below.

gladly replace the tree with an appropriate above ground planter



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 WWW.PLAYMEDFORD.COM | PARKS@CITYOFMEDFORD.COM





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, Director

AGENDA SECTION: Public Hearings
MEETING DATE: July 5, 2018

PUBLIC HEARING

Consideration of a request for a six-month extension to complete hazardous repairs at 602 S. Central Avenue.

SUMMARY AND BACKGROUND:

On May 4, 2018, Public Works sent a letter to Mr. Elliott informing him that the sidewalk fronting 602 S. Central Avenue is defective and needs to be repaired. Mr. Elliott is requesting a six month extension to complete repairs.

PREVIOUS COUNCIL ACTIONS

None for this address.

ANALYSIS

Section 3.010 of Medford's 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 case. The Public Works Director is authorized to approve extensions up to 90 days per MMC 3.023(6). An extension of six months must be approved by the City Council. If a six month extension is granted, repairs must be made by January 17, 2019. Mr. Elliott will continue to be liable for any injuries or damage sustained by a third party.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

None

COUNCIL OPTIONS

- Approve the resolution.
- Modify the resolution.
- Deny the resolution and provide direction to staff regarding repair of the defective sidewalk.

STAFF RECOMMENDATION

Approve the resolution granting a six month extension to repair defective sidewalk at 602 S. Central Avenue.

SUGGESTED MOTION

I move to approve the resolution granting a six month extension to repair defective sidewalk at 602 S. Central Avenue.

EXHIBITS

Letter from Public Works Department
Appeal request from Mr. Elliott



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
pwrokseng@cityofmedford.org

May 4, 2018

ELLIOTT TANNER JAMES
602 S. CENTRAL AVE
MEDFORD, OR 97501

Re: Defective Sidewalk at 602 South Central Ave & Case # 18-935

We have received a complaint regarding the condition 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 defective 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 by 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 defective, 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

LP/lis

Thurs, June 21

Tanner Elliott
Po Box 273
Jacksonville, OR, 97530
541-821-2500

May 17th 2018

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

RECEIVED
MAY 18 2018
CITY RECORDER'S OFFICE

Good day Sir or Miss

I recently received a notice about the sidewalk near my property located at 602 S Riverside Ave case #18-935 needing to be repaired. The letter was mailed on the 4th but I did not receive it until Thursday May 10th as I was out of town.

I am aware the sidewalk does need to be repaired and when I purchased the property I made plans to repair the sidewalk after my business had opened. I am currently still in the process of opening my business and finishing construction.

I am sending this letter to respectfully request a hearing before the city council to receive a 6 month extension on the needed repairs to the sidewalk located near my property at 602 S Riverside Ave.

Sincerely,

Tanner Elliott



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.1

www.ci.medford.or.us

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

AGENDA SECTION: Consent Calendar
MEETING DATE: July 5, 2018

COUNCIL BILL 2018-78

An ordinance authorizing exemption from competitive bidding and awarding a contract in the amount of \$166,616.00 to Tiburon, Inc., a TriTech Software Systems Company for continued technical support and future software enhancements.

SUMMARY AND BACKGROUND

The Council is requested to consider awarding a software support and maintenance contract to Tiburon, Inc., a TriTech Software Systems Company. The City of Medford and Jackson County share the cost to license and operate Tiburon's Public Safety software for use by their respective Law Enforcement agencies for records and corrections management. In order to assure continued technical support as well as future software enhancements, a software support and maintenance agreement is required. The agreement, as well as the records and corrections management software is managed by the City of Medford.

Software support and maintenance is only available from Tiburon, Inc., due to the proprietary rights of the software. This exemption is requested under Medford Code 2.613(2)(d).

PREVIOUS COUNCIL ACTIONS

On June 15, 2017 – Council Bill 2017-57 a resolution adopting the budget for the biennium commencing July 1, 2017, and making appropriations thereunder.

On June 15, 2017 – Council Bill 2017-60 was approved authorizing exemption from competitive bid and awarding a software support and maintenance contract in the amount of \$159,015.00 to Tiburon, Inc. for continued technical support and future software enhancements.

On June 16, 2016 – Council Bill 2016-25 was approved authorizing exemption from competitive bid and awarding a software support and maintenance contract in the amount of \$151,776.00 to Tiburon, Inc. for continued technical support and future software enhancements.

ANALYSIS

The Tiburon software maintenance will continue without interruption with City Council approval. If City Council disapproves, then Tiburon software maintenance will cease immediately. As a result, Medford PD and the Jackson County Sheriff's Office, the consumers of Tiburon's software will not be entitled to technical support, bug fixes, and software enhancements from Tiburon.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

Of the total \$166,616 due, Jackson County will be invoiced \$111,144 for their portion of the cost of the software support and maintenance, leaving the City of Medford with the balance of \$55,472. These funds are contained in the 2017-19 biennial budget for Technology Services found on page 9-18 of the adopted Biennial Budget 2017-2019.

TIMING ISSUES

The software support and maintenance coverage period is July 1, 2018 through June 30, 2019.

COUNCIL OPTIONS

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



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 60.1

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STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing an exemption from competitive bid and awarding a contract in the amount of \$166,616.00 to Tiburon, Inc. for continued technical support and future software enhancements.

EXHIBITS

Ordinance

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

ORDINANCE NO. 2018-78

AN ORDINANCE authorizing exemption from competitive bidding and awarding a contract in the amount of \$166,616.00 to Tiburon, Inc., a TriTech Software Systems Company for continued technical support and future software enhancements.

WHEREAS, this exemption is not likely to encourage favoritism in awarding public contracts or substantially diminish competition for public contracts, is likely to result in substantial costs savings, and there is only one seller of the product of the quality provided; now, therefore,

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

An exemption from competitive bidding is granted and a contract in the amount of \$166,616.00 for continued technical support and future software enhancements is hereby awarded to Tiburon, Inc., a TriTech Software Systems Company.

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.2

www.ci.medford.or.us

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

AGENDA SECTION: Consent Calendar
MEETING DATE: July 5, 2018

COUNCIL BILL 2018-79

A resolution authorizing the signing of checks, check-warrants and warrants of the City of Medford by Ryan Martin, as Chief Financial Officer, and Karen Spoons, as City Recorder, or by facsimiles of said signatures, at banking depositories of the City of Medford.

SUMMARY AND BACKGROUND

Chief Financial Officer, Ryan Martin, has been hired per Municipal Code 2.126, 2.155 and 2.126 to lead the finance department and to perform fiduciary responsibilities for the City of Medford. In order to transfer signature authority with banking institutions, the banks require a Council resolution authorizing the signing of checks, check-warrants and warrants of the City of Medford.

PREVIOUS COUNCIL ACTIONS

On November 30, 2017 Council approved Resolution 2017-137 authorizing the signing of checks, check-warrants and warrants of the City of Medford by Donna Holtz, as Interim Finance Director, and Karen Spoons, as City Recorder, or by facsimiles of said signatures, at banking depositories of the City of Medford.

ANALYSIS

Municipal Code 2.126 - The City Manager shall appoint a Finance Director who shall be the custodian of city funds. In the Finance Director's absence, the City Manager may appoint another to act in his stead.

Municipal Code 2.155 - The Finance Director and Recorder may sign warrants and check warrants by use of a mechanical device containing plates bearing the facsimile signatures of the officers. The signatures of these officers upon warrants and check warrants, when affixed with the use of this device, shall be considered to be the signatures of these officers with like effect as if signed by their autographed signatures.

Municipal Code 2.160 - The Finance Director and Recorder shall have the joint control and supervision of the mechanical check writing device. The device shall be used only under the joint supervision and control of these officers and shall be used for the purpose of signing checks and check warrants.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

There will be minimal charges under \$1,000 to accommodate changes to the ACOM Solutions software and check printer.

TIMING ISSUES

The bank and software vendors will need new signatures in place as soon as possible following Ryan Martin's employment start date of June 18, 2018.

COUNCIL OPTIONS

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

STAFF RECOMMENDATION

Staff recommends approval of the resolution.



CITY OF MEDFORD
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Item No: 60.2

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SUGGESTED MOTION

I move to approve the resolution authorizing the signing of checks, check-warrants and warrants of the City of Medford by Ryan Martin and Karen Spoonts.

EXHIBITS

Resolution

RESOLUTION NO. 2018-79

A RESOLUTION authorizing the signing of checks, check-warrants and warrants of the City of Medford by Ryan Martin, as Chief Financial Officer, and Karen Spoons, as City Recorder, or by facsimiles of said signatures, at banking depositories of the City of Medford.

WHEREAS, with the hiring of Ryan Martin as Chief Financial Officer on June 18, 2018, it is necessary to have new authorization for check signing; now, therefore,

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

Effective July 5, 2018, checks, check-warrants and warrants of the City of Medford may thereafter be signed by Ryan Martin, as Chief Financial Officer, and Karen Spoons as City Recorder, or by facsimiles of said signatures, at banking depositories of the City of Medford.

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

ATTEST: _____
City Recorder

Mayor



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.3

www.ci.medford.or.us

DEPARTMENT: Police Department
PHONE: 541-774-2273
STAFF CONTACT: Randy Sparacino, Police Chief

AGENDA SECTION: Consent Calendar
MEETING DATE: July 5, 2018

COUNCIL BILL 2018-80

An ordinance authorizing execution of a contract in an amount of \$1,408,523.34 with Emergency Communications of Southern Oregon to provide police dispatch services for fiscal year 2018-19.

SUMMARY AND BACKGROUND

Council is requested to consider an ordinance approving the renewal of the telecommunications Intergovernmental Agreement (IGA) for dispatch services with Emergency Communications of Southern Oregon (ECSO). This agreement was initiated in 2012.

PREVIOUS COUNCIL ACTIONS

On June 16, 2016 – Council Bill 2016-80 was approved authorizing execution of the Emergency Communications of Southern Oregon, Intergovernmental Agreement to provide police and fire dispatch services in the amount of \$1,952,378.37 for FY 2016-17.

On June 15, 2017 – Council Bill 2017-62 was approved authorizing the execution of the Emergency Communication of Southern Oregon Intergovernmental Agreement for Police Department dispatch services for Fiscal Year 2017-18 in the amount of \$1,367,498.39 for FY 2017-18.

On June 15, 2017 – Council Bill 2017-57 approved the adoption of the City of Medford budget for the biennium commencing July 1, 2017, and making appropriations thereunder.

ANALYSIS

This contract outlines the fees and services provided by ECSO for the second year in the biennium (FY 2019). The Police Department relies on ECSO to receive 911 calls for service and forward the information on to personnel so they are able to respond to the needs of the caller. Their gathering of information and reporting it in a timely and concise manner helps to ensure the caller is able to receive the appropriate resource for each response. The Police User Group has reviewed the policies, procedures, and protocols adopted by ECSO for compatibility with their own prior to presenting the contract for approval. The contractual amount is based on population, assessed value and calls for service.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

\$2,791,900 is budgeted for the two-year period in the Police Department, Administrative Support, detailed on page 3-6 of the 2017-2019 Budget. \$1,367,498 was authorized and paid in the first year of the biennium, and the annual user rate published by ECSO for FY 18-19 is 1,408,523.34. The charges fall within the amount budgeted.

TIMING ISSUES

Approving and signing the contract will allow the City of Medford to continue to contract for dispatching services with ECSO.

COUNCIL OPTIONS

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



**CITY OF MEDFORD
AGENDA ITEM COMMENTARY**

Item No: 60.3

www.ci.medford.or.us

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing the police contract with Emergency Communications of Southern Oregon for police dispatch services.

EXHIBITS

Ordinance

FY 2018-2019 User Rate Document

IGA on file in City Records Office

ORDINANCE NO. 2018-80

AN ORDINANCE authorizing execution of a contract in an amount of \$1,408,523.34 with Emergency Communications of Southern Oregon to provide police dispatch services for fiscal year 2018-19.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of a contract in an amount of \$1,408,523.34 with Emergency Communications of Southern Oregon to provide police dispatch services for fiscal year 2018-19, which is on file in the City Recorder's office, is hereby authorized.

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

FY 2018-2019 User Rates

Agency	Rates
BLM	\$ 6,708.46
Butte Falls Fire	\$ 3,345.44
Butte Falls Police	\$ 6,708.46
Crater Lake National Park	\$ 13,917.64
Greensprings Fire	\$ 6,708.46
Jackson County Airport	\$ 13,917.64
Jackson County Roads	\$ 6,708.46
Jackson County Services	\$ 6,708.46
Lake Creek Rural Fire	\$ 6,708.46
ODF	\$ 6,708.46
OLCC	\$ 6,708.46
Prospect Fire	\$ 6,708.46
SOU	\$ 13,917.64
US Forest Service	\$ 6,708.46
<hr/>	
Ashland Fire	\$ 199,252.25
Ashland Police	\$ 450,019.31
Central Point Police	\$ 278,601.87
Eagle Point Police	\$ 144,627.42
Evans Valley Fire #6	\$ 23,112.65
Jackson County Sheriff	\$ 1,320,674.63
Jacksonville Fire	\$ 27,998.22
Jacksonville Police	\$ 65,684.05
JCFD #1	\$ 66,438.53
JCFD #3	\$ 409,539.80
JCFD #4	\$ 46,170.83
JCFD #5	\$ 155,516.70
JCFD #9	\$ 46,251.82
Medford Fire	\$ 681,255.61
Medford Police	\$ 1,408,523.34
Phoenix Police	\$ 71,483.84
Rogue River Police	\$ 36,090.14
Talent Police	\$ 87,479.87



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 60.4

www.ci.medford.or.us

DEPARTMENT: Fire Department
PHONE: 541-774-2301
STAFF CONTACT: Brian Fish, Fire Chief

AGENDA SECTION: Consent Calendar
MEETING DATE: July 5, 2018

COUNCIL BILL 2018-81

An ordinance authorizing execution of a contract in an amount of \$681,255.61 with Emergency Communications of Southern Oregon to provide fire dispatch services for fiscal year 2018-19.

SUMMARY AND BACKGROUND

Council is requested to consider an ordinance approving the renewal of the telecommunications Intergovernmental Agreement (IGA) for dispatch services with Emergency Communications of Southern Oregon (ECSO). This agreement was initiated in 2012.

PREVIOUS COUNCIL ACTIONS

On June 16, 2016 – Council Bill 2016-80 was approved authorizing execution of the Emergency Communications of Southern Oregon, Intergovernmental Agreement to provide police and fire dispatch services in the amount of \$1,952,378.37 for FY 2016-17.

On June 15, 2017 – Council Bill 2017-61 was approved authorizing the execution of the Emergency Communication of Southern Oregon Intergovernmental Agreement for Fire Department dispatch services in the amount of \$661,413.21 for FY 2017-18.

On June 15, 2017 – Council Bill 2017-57 approved the adoption of the City of Medford budget for the biennium commencing July 1, 2017, and making appropriations thereunder.

On June 7, 2018 – Council Bill 2018-51 approved the adoption of the third Supplemental Budget for the 2017-19 biennium.

ANALYSIS

This contract outlines the fees and services provided by ECSO for the second year in the biennium (FY 2019). The department relies on ECSO to receive 911 calls for service and forward the information on to personnel so they are able to respond to the needs of the caller. Their gathering of information and reporting it in a timely and concise manner helps to ensure the caller is able to receive the appropriate resource for each response. The Fire User Group has reviewed the policies, procedures, and protocols adopted by ECSO for compatibility with their own prior to presenting the contract for approval. The contractual amount is based on population, assessed value and calls for service.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

\$1,323,000 is budgeted for the two-year period in the Fire Department, Operations, detailed on page 4-9 of the 2017-2019 Budget. \$661,413.20 was authorized by Council, and paid in the first year of the biennium. The annual user rate published by ECSO for FY 18-19 is \$681,255.61. The total amount of \$1,342,668.81 exceeded the budgeted dispatch services by \$19,668.81. This amount will be offset by the recent, June 7, 2018 Supplemental Budget, recognizing revenue from State of Oregon conflagrations and transferred to our Operations, Materials & Service budget in the amount of \$97,550.00.

TIMING ISSUES

Approving and signing the contract will allow the City of Medford to continue to contract for dispatching services with ECSO.



**CITY OF MEDFORD
AGENDA ITEM COMMENTARY**

Item No: 60.4

www.ci.medford.or.us

COUNCIL OPTIONS

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

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing the contract with Emergency Communications of Southern Oregon for Fire dispatch services.

EXHIBITS

Ordinance
FY 2018-2019 User Rate Document
IGA on file in City Records Office

FY 2018-2019 User Rates

Agency	Rates
BLM	\$ 6,708.46
Butte Falls Fire	\$ 3,345.44
Butte Falls Police	\$ 6,708.46
Crater Lake National Park	\$ 13,917.64
Greensprings Fire	\$ 6,708.46
Jackson County Airport	\$ 13,917.64
Jackson County Roads	\$ 6,708.46
Jackson County Services	\$ 6,708.46
Lake Creek Rural Fire	\$ 6,708.46
ODF	\$ 6,708.46
OLCC	\$ 6,708.46
Prospect Fire	\$ 6,708.46
SOU	\$ 13,917.64
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Ashland Fire	\$ 199,252.25
Ashland Police	\$ 450,019.31
Central Point Police	\$ 278,601.87
Eagle Point Police	\$ 144,627.42
Evans Valley Fire #6	\$ 23,112.65
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JCFD #4	\$ 46,170.83
JCFD #5	\$ 155,516.70
JCFD #9	\$ 46,251.82
Medford Fire	\$ 681,255.61
Medford Police	\$ 1,408,523.34
Phoenix Police	\$ 71,483.84
Rogue River Police	\$ 36,090.14
Talent Police	\$ 87,479.87

ORDINANCE NO. 2018-81

AN ORDINANCE authorizing execution of a contract in an amount of \$681,255.61 with Emergency Communications of Southern Oregon to provide fire dispatch services for fiscal year 2018-19.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That execution of a contract in an amount of \$681,255.61 with Emergency Communications of Southern Oregon to provide fire dispatch services for fiscal year 2018-19, which is on file in the City Recorder's office, is hereby authorized.

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 80.1

www.ci.medford.or.us

DEPARTMENT: Parks, Recreation, Facilities **AGENDA SECTION:** Ordinances and Resolutions
PHONE: (541) 774-2483 **MEETING DATE:** July 5, 2018
STAFF CONTACT: Rich Rosenthal, Director

COUNCIL BILL 2018-71

SECOND READING. An ordinance amending sections 2.204, 2.438, 2.461, and 2.470 of the Medford Municipal Code pertaining to the structure of membership of various Commissions effective January 1, 2019.

SUMMARY AND BACKGROUND

The Council is asked to consider proposed changes to municipal codes 2.204, 2.461, 2.438 and 2.470 pertaining to reporting structure and youth membership related to the Parks and Recreation, Arts, Cemetery and Mayor's Youth Advisory commissions.

PREVIOUS COUNCIL ACTIONS

On April 12, 2018, Council considered potential changes to structure and operations of City commissions, committees and boards at a study session and provided direction to staff to bring forward proposed code changes at a regular meeting.

On June 21, 2018, Council voted 6-2 to pass Council Bill 2018-71, necessitating second reading. The motion set the Cemetery Commission at seven appointed members, including, if possible, a student, and established January 1, 2019 as the overall implementation date for the proposed Code changes.

ANALYSIS

At its April 12, 2018 study session, Council directed staff to bring forward proposed municipal code changes pertaining to the structure of the Parks and Recreation Commission (PRC), the Medford Arts Commission, the Cemetery Commission and the Mayor's Youth Advisory Commission.

The structure presented on April 12 eliminates the need for a City Council liaison to the Arts and Cemetery commissions by making those groups advisory to the PRC. Using this approach, the chairperson of the Arts and Cemetery commissions (or designee) would be responsible for providing updates to the PRC and its Council liaison on a monthly basis. The Council liaison to the PRC would be the primary conduit for Council-related comments, questions or recommendations involving Arts and Cemetery matters.

Staff recommends continuing the City's recent practice of not populating the Mayor's Youth Advisory Commission and instead appointing high-school student members to one-year-long, full-voting-youth-member positions on the Parks and Recreation, Arts and Cemetery commissions. Additionally, the code would be amended to include Central Medford and Public Charter high school students who reside within the city limits as eligible commission members. The youth member shall retain commission membership so long as he or she is in regular attendance at a high school during the school year which falls within the one-year term.

By designating a youth position, the number of seats on the Parks and Recreation and Arts commissions would increase from nine to 10.

The interviews for vacancies would be conducted annually by the respective commission chairs and vice-chairs along with the Council liaison to the PRC, or alternates in the event the chair or vice-chair is applying for reappointment.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 80.1

www.ci.medford.or.us

On June 21, 2018, Council voted to set the Cemetery Commission at seven appointed members, including, if possible, a student, and established Jan. 1, 2019 as the overall implementation date for the proposed Code changes.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

None.

COUNCIL OPTIONS

Approve the ordinance as presented.

Modify the ordinance as presented.

Deny the ordinance and provide staff with direction.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the municipal code changes pertaining to the reporting structure and youth membership related to the Parks and Recreation, Arts, Cemetery and Mayor's Youth Advisory commissions.

EXHIBITS

Ordinance

ORDINANCE NO. 2018-71

AN ORDINANCE amending sections 2.204, 2.438, 2.461, and 2.470 of the Medford Municipal Code pertaining to the structure of membership of various Commissions effective January 1, 2019.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

SECTION 1. Section 2.204 of the Medford Municipal Code is amended to read as follows:

2.204 Cemetery Commission.

(1) The Cemetery Commission is hereby established and shall be composed of seven persons, **one of which shall be a student from a high school listed in Section 2.470(1)**, appointed by the ~~Mayor and City Council~~ **Parks and Recreation Commission**. The Commission members shall be appointed for terms of three years to assure that all appointments do not expire at the same time. **The youth member shall be appointed by the Mayor for a one-year term. Three-year terms for members other than the youth member shall begin February 1 and expire January 31. The one-year term for the youth member shall begin July 1 and expire June 30.** The Commission shall meet at least quarterly and may meet as often as necessary to carry out its functions. The chairman of the Commission may call a special meeting at any time upon 24-hours notice to the members and the public.

(2) The Cemetery Commission shall be an advisory body which shall make recommendations to the ~~City Manager and City Council~~ **Parks and Recreation Commission** regarding the funding and operation of Eastwood Cemetery. The Commission shall also work to secure donations and bequests for the Cemetery Trust Fund.

(3) The Chairperson or designee will serve as liaison to the Medford Parks and Recreation Commission.

SECTION 2. Section 2.438 of the Medford Municipal Code is amended to read as follows:

2.438 ~~Medford~~ Arts Commission.

(1) The ~~Medford~~ Arts Commission shall consist of nine voting members and one nonvoting ex officio member, as follows:

(2) Voting members of the Commission shall be appointed by the ~~Mayor and City Council~~ **Parks and Recreation Commission** for terms of three years, except that shorter terms may be used to stagger appointments, so that the terms of three members expire each year. Three-year terms for members shall begin February 1 and expire January 31. High-school student member term shall begin July 1 and expire June 30 annually.

(3) The ~~Medford~~ Arts Commission shall adopt rules of procedure, as necessary, and shall by resolution establish either a regular meeting date or rules of procedure under which meetings may be called. A majority of voting members shall constitute a quorum.

(4) The duties of the ~~Medford~~ Arts Commission shall include, but not be limited to, the following:

(b) Advise the ~~Council~~ **Park and Recreation Commission** concerning the acceptance and disposition of gifts of art to the City.

(c) Act in conjunction with the ~~City Council and City staff~~ **Parks and Recreation Commission** on matters pertaining to arts education and promotion, artist's recognition and encouragement of the arts

and artistic performances to help foster broad participation in and understanding of the arts and their value to the Medford community.

(f) **The Chairperson or designee will serve as liaison to** ~~Work in conjunction with~~ the Medford Parks and Recreation Commission regarding the placement of public art and scheduling of arts and cultural events in Medford public parks.

SECTION 3. Section 2.461 of the Medford Municipal Code is amended to read as follows:

2.461 ~~Medford~~ Parks and Recreation Commission.

(1) The ~~Medford~~ Parks and Recreation Commission shall consist of ten voting members and one nonvoting ex officio member, as follows:

(a) Voting members: Nine members-at-large, and one youth member **who shall be a student from a high school listed in Section 2.470(1)**. The youth member shall retain membership so long as the member is in regular attendance at a high school during the school year which falls within the one-year term.

SECTION 4. Section 2.470 of the Medford Municipal Code is amended to read as follows:

2.470 Mayor's Youth Advisory Commission.

(1) There is hereby established a Mayor's Youth Advisory Commission consisting of fifteen to seventeen representatives chosen from students of the following schools:

- (a) South Medford High School
- (b) North Medford High School
- (c) Cascade Christian High School
- (d) ~~Saint St.~~ Mary's High School
- (e) Central Medford High School**
- (f) Public Charter High Schools**

Residence in the city is ~~not~~ a requirement for appointment.

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

NOTE: Matter in **bold** is new. Matter ~~struck-out~~ is existing law to be omitted. Three asterisks (* * *) indicate existing law which remains unchanged by this ordinance but was omitted for the sake of brevity.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 80.2

www.ci.medford.or.us

DEPARTMENT: Legal Department; Planning Department **AGENDA SECTION:** Ordinances and Resolutions
PHONE: 541-774-2020; 541-774-2380 **MEETING DATE:** July 5, 2018
STAFF CONTACT: Eric Mitton, Legal; Matt Brinkley, Planning

COUNCIL BILL 2018-75

SECOND READING. An ordinance adding section 5.660 of the Medford Municipal Code pertaining to transportation of marijuana.

SUMMARY AND BACKGROUND

The proposed ordinance will add Section 5.660, "Home Delivery of Marijuana," to address emerging home delivery services for marijuana-related businesses.

PREVIOUS COUNCIL ACTIONS

On October 15, 2015, City Council adopted Ordinance No. 2015-104, establishing regulations for marijuana-related businesses in the City of Medford.

On May 17, 2018, City Council received testimony from the proprietors of a marijuana dispensary operating within the City of Medford regarding home delivery.

On June 21, 2018, City Council considered three alternative ordinances pertaining to home delivery of marijuana. Council voted 5-3 in favor of allowing home delivery to both recreational and medical consumers of marijuana, subject to compliance with state regulations and local documentations requirements. The Medford Charter Chapter VIII, Section 28(2) requires a second reading of the ordinance if there are more than two dissenting votes.

ANALYSIS

Regulations of the State of Oregon include regulations for marijuana-related businesses to conduct home delivery for both recreational and medical consumers of marijuana. Those regulations do not mandate that all municipalities may allow home delivery. The City of Medford's current marijuana regulations, specifically Section 10.839(1), state that marijuana-related businesses must conduct operations "inside secure, enclosed structures," and do not explicitly address the permissibility of home delivery. Home delivery was not directly debated during the adoption of Ordinance No. 2015-104. Staff drafted three alternatives for consideration at the June 21, 2018 City Council meeting to either prohibit delivery for both recreational and medical consumers, prohibit delivery to recreational consumers but allow delivery for medical consumers, or allow delivery for both recreational and medical consumers. Council voted 5-3 to allow delivery for both recreational and medical consumers of marijuana subject to compliance with state regulations and local documentation requirements.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

None.

COUNCIL OPTIONS

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

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.



CITY OF MEDFORD
AGENDA ITEM COMMENTARY

Item No: 80.2

www.ci.medford.or.us

SUGGESTED MOTION

I move to approve the ordinance adding section 5.660 of the Medford Municipal Code pertaining to transportation of marijuana.

EXHIBITS

Ordinance

ORDINANCE NO. 2018-75

AN ORDINANCE adding section 5.660 of the Medford Municipal Code pertaining to transportation of marijuana.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

SECTION 1. Section 5.660 of the Medford Municipal Code is added to read as follows:

5.660 Home Delivery of Marijuana

- (1) Except as described below, no marijuana-related business shall engage in delivery of marijuana or marijuana items to a person’s residence.**
- (2) Home delivery of marijuana by a licensed marijuana-related business to an authorized person is permissible only as follows:**
 - (a) the delivery business shall be licensed by the state, and comply with all applicable state laws and regulations; and**
 - (b) the driver must carry a printed invoice listing the items to be delivered, the name and address of the recipient, and the date and time the order was placed.**
- (3) Violation of this section constitutes a violation. Every day in which the violation exists constitutes a separate violation.**

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018

Mayor

NOTE: Matter in bold is new. Matter ~~struck out~~ is existing law to be omitted.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.3

www.ci.medford.or.us

DEPARTMENT:	City Manager/Legal	AGENDA SECTION:	Ordinances and Resolutions
PHONE:	774-2004/774-2022	MEETING DATE:	July 5, 2018
STAFF CONTACT:	Sergeant Don Lane, Special Services Section Crystal Palmerton, Assistant to City Manager and Mayor Madison Simmons, Assistant City Attorney		

COUNCIL BILL 2018-82

An ordinance amending section 5.310 of the Medford Municipal Code pertaining to alcoholic beverages and special events.

SUMMARY AND BACKGROUND

Council is requested to consider amendments to Section 5.310 of the Medford Municipal Code (MMC), which establishes guidelines for public consumption of alcoholic beverages, to simplify applications for special events and make the process more consistent.

The proposed amendments reflect changes in the way special use permits for events involving alcohol can be distributed by removing the requirement that applicants seek permission from the Council for events at locations not outlined in the code. Also, the proposed amendments eliminate distinctions between different types of alcoholic beverages, in conformance with Oregon Liquor Control Commission (OLCC) requirements. The proposed amendments clarify the requirements for security at special events at which alcohol is served. Additionally, the proposed amendments allow the City Manager, or his or her designee, to review and approve or deny special use permit applications for events at which alcohol will be served. Finally, the changes ensure that applicants for special events permits comply with all OLCC rules and regulations.

PREVIOUS COUNCIL ACTIONS

On March 16, 2017, Council Bill 2017-24 was approved, amending Chapter 5 of the MMC to allow drinking alcoholic beverages in public on pedicabs.

On December 4, 2014, Council Bill 2014-153 was approved, amending Chapter 5 of the MMC by updating Section 5.310 to add locations where alcohol may be served in public, allow organizations and individuals to apply for special-use permits to serve alcohol in public, increase the fee for such permits, and allow the service of different types of alcohol (other than wine and malt beverages).

On May 6, 2010, Council Bill 2010-91 was approved, amending Section 5.310 to allow the sale and public consumption of alcoholic beverages at sidewalk cafés.

On March 16, 2000, Council Bill 2000-45 was approved, replacing the term "infraction" in Section 5.301(4) with the term "violation."

On August 6, 1992, Council Bill #7182 was approved, updating Section 5.310 to allow the City Manager to approve the service and consumption of alcoholic beverages in parking lots owned by the City.

On September 21, 1989, Council Bill #6448 was approved, amending Section 5.310 of the MMC to allow the service and consumption of alcohol in downtown parking lots during special events, pursuant to City regulations, and to mandate security presence during events at which alcohol is sold.

Also on September 21, 1989, the Council considered Council Bill #6449, amending Section 5.310 of the MMC to allow the service and consumption of alcohol in public parks during special events, pursuant to City regulations. Council Bill #6449 passed and was scheduled for a second reading on October 5, 1989. At the second reading, the Council denied the proposed ordinance amending Section 5.310 of the MMC. Council members expressed concern about potential moral issues that may arise if alcohol were allowed to be served in public parks.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.3

www.ci.medford.or.us

ANALYSIS

The primary purpose of 5.310 is to outline the requirements for legally serving and consuming alcohol in public places. Although these parameters should be set legislatively by the Council, administrative tasks within these parameters, such as approval of special event permits, can be adequately addressed at the staff level. The language of the Code is unnecessarily complicated in two ways. First, the Code requires certain events on specific properties to be approved by the Council, while similar events on other properties only require City Manager approval. Second, the Code makes unnecessary distinctions between different types of alcohol. Each of these issues is addressed in turn.

First, the Code creates an unnecessary dichotomy between events on certain pieces of City-owned property and events on premises open to the public. As written, the Code provides different rules for events on some City-owned properties versus events held on other City-owned property and on non-City-owned property. Specifically, the current Code language requires some applicants for Special Event Permits to receive express approval from Council for their events, whereas other applicants hosting very similar events in different locations can be approved by the City Manager. As stated above, approving Special Event Permits is primarily an administrative task and is best overseen by the City Manager's Office. Because there is no legal reason for the current dichotomy in reviewing these permits, the language of the code provision should be simplified and changed.

Second, the current language of 5.310 makes unnecessary distinctions between wine, malt beverages, alcoholic cider, and other alcoholic liquors. Ultimately, all events at which alcoholic beverages are sold should be treated equally and should be compliant with the OLCC's rules and the Oregon Revised Statutes. The proposed language addresses all types of alcoholic beverages consistently.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

None.

TIMING ISSUES

None.

COUNCIL OPTIONS

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

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance approving the amendment to Medford Municipal Code Section 5.310.

EXHIBITS

Ordinance

ORDINANCE NO. 2018-82

AN ORDINANCE amending section 5.310 of the Medford Municipal Code pertaining to alcoholic beverages and special events.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

SECTION 1. Section 5.310 of the Medford Code is amended to read as follows:

5.310 Drinking in Public.

(1) Except as provided in **this Section subsections (2) through (4)**, no person shall consume alcoholic ~~liquor~~ **beverages** in or on a street, sidewalk, alley, public right-of-way, public park, other publicly-owned facility, or premises open to the general public for the use of motor vehicles, whether the premises are publicly or privately owned and whether or not a fee is charged for the use of the premises. **For purposes of this Section, "premises open to the public for the use of motor vehicles" does not include an area of a parking lot fenced off for an event.**

(2) Alcoholic ~~liquor~~ **beverages** may be sold and consumed at a sidewalk café permitted under Section 10.358(c) of this Code and in accordance with a license issued by the Oregon Liquor Control Commission.

(3) With the advance approval of the City Manager **or designee, and pursuant to the requirements outlines in subsection (4) and (5), below**, ~~wine and malt~~ alcoholic beverages may be sold and consumed **in an area open to the general public at an a public or private event sponsored by an organization or individual. on any of the following locations:**

- ~~_____~~ i) ~~parking lot owned by the City;~~
- ~~_____~~ ii) ~~street, alley, or public right of way located within the Central Business District;~~
- ~~_____~~ iii) ~~Santo Community Center;~~
- ~~_____~~ iv) ~~Carnegie Building;~~
- ~~_____~~ v) ~~Alba Park;~~
- ~~_____~~ vi) ~~Hawthorne Park;~~
- ~~_____~~ vii) ~~Bear Creek Park;~~
- ~~_____~~ viii) ~~Pear Blossom Parks;~~
- ~~_____~~ ix) ~~Vogel Plaza;~~
- ~~_____~~ x) ~~U.S. Cellular Community Park.~~

~~All other locations shall require approval by the City Council. The City Manager shall have the authority to approve the selling or consumption of distilled liquor and cider at the Carnegie Building and Santo Community Center. The Manager shall notify the City Council of his intent whether or not to issue such a permit and the Council may overrule the Manager's decision.~~

(4) The following conditions shall apply to events approved under subsection (3) of this section:

(a) The applicant shall submit a Special Event Permit application to the City Manager, **as described in Code Section 2.185**, and pay a fee of \$50.00 for events at which alcohol will be served.

(b) The applicant shall comply with all requirements of Sections 2.185 and 2.190 of this Code.

(c) The applicant must **comply with all applicable rules and regulations of the Oregon Liquor Control Commission, including but not limited to obtaining a permit to serve alcohol**

from the Oregon Liquor Control Commission.

(d) The applicant must provide licensed private security guards or Medford police officers in sufficient numbers to maintain order. The Chief of Police or ~~his~~ designee shall recommend to the City Manager **or designee** the number of officers reasonably needed to maintain order under the circumstances existing.

(e) ~~Wine and malt~~ **Alcoholic** beverages may **only** be sold and consumed ~~only under a canopy, shelter, or within a tent fence~~ or other enclosure.

(f) ~~Only wine and malt beverages purchased on the premises may be consumed. Distilled alcohol and cider may be purchased and consumed at designated locations only.~~

(g) The City Manager **or designee** shall grant the permit only if the Manager **or designee** finds that the noise created by the event would not be unreasonable considering the hours and location.

(h) The City Manager or ~~City Council~~ **designee** may prescribe any additional conditions which ~~it~~ **the Manager or designee** deems necessary to protect the public health, safety and welfare.

(i) ~~The Carnegie Building is limited to a maximum event occupant load of 99 when alcohol is served.~~

(5) ~~Alcoholic liquor~~ **beverages** may be consumed on a commercial pedicab, as defined in subsection (a), subject to all the following conditions listed in subsection (b):

(a) **For purposes of this section**, "Pedicab" means any of the following:

(i) A bicycle that has three or more wheels, that transports, or is capable of transporting, passengers on seats attached to the bicycle, that is operated by a person, and that is being used for transporting passengers for hire.

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018

Mayor

NOTE: Matter in **bold** is new. Matter ~~struck out~~ is existing law to be omitted. Three asterisks (* * *) indicate existing law which remains unchanged by this ordinance but was omitted for the sake of brevity.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.4

www.ci.medford.or.us

DEPARTMENT:	City Manager's Office	AGENDA SECTION:	Ordinances and Resolutions
PHONE:	(541) 774-2009	MEETING DATE:	July 5, 2018
STAFF CONTACT:	Kelly A. Madding, Deputy City Manager		

COUNCIL BILL 2018-83

An ordinance authorizing a contract with Rogue Retreat to manage a transitional housing campground, named Hope Village.

SUMMARY AND BACKGROUND

The City Council is being asked to approve an operational agreement with Rogue Retreat for operation of Hope Village. Hope Village is a transitional housing campground that has been operated by Rogue Retreat since October 2017. The original agreement with Rogue Retreat contained an expiration date of one year from date the campground became inhabited, which would be October 2018. Rogue Retreat seeks to enter into a new, two year operational agreement.

PREVIOUS COUNCIL ACTIONS

On November 17, 2016 the Council approved Resolution No. 2016-140 and Ordinance No. 2016-141. Resolution No. 2016-140 designated a portion of City-owned property near the Service Center at 821 N. Columbus Avenue as a campground under the terms of Oregon Revised Statutes (ORS) 446.265. Ordinance No. 2016-141 authorized a contract with Rogue Retreat to manage a transitional housing campground located near the Service Center at 821 N. Columbus Avenue.

On January 18, 2017 the City entered into the Hope Village Operational Agreement with Rogue Retreat to manage a transitional housing campground located near the Service Center at 821 N. Columbus Avenue, called Hope Village.

On August 3, 2017 the City Council approved Ordinance No. 2017-86 amending the agreement with Rogue Retreat to designate additional tax lots as part of the original campground under the terms of ORS 446.265

ANALYSIS

Rogue Retreat has successfully operated Hope Village, a transitional housing campground, for approximately seven months. Rogue Retreat seeks to enter into a new agreement with the City for the lease of the City-owned property near the City Service Center located at 821 N. Columbus Avenue and the recognition of a campground authorized under the terms of ORS 446.265 for the entire site. The site plan is attached to this Agenda Item Commentary. The changes to the previous agreement are follows:

- Recitals A and B: Describes the prior City Council actions.
- Recital E: Allows for the addition of 16 transitional housing units (eight duplexes); bringing the total to 30 unit (15 duplexes). Specifies that a maximum of two units or one duplex may be added with a minimum of three weeks between units being completed and occupied.
- Section 2 - Term: The proposed agreement will terminate in two years from the execution date of the agreement. Continues the provision that after two years the agreement may be renewed annually if agreed upon by both parties.
- Section 4.1 - Commencement: Allows for the addition of 16 units (eight duplexes); bringing the total to 30 units (15 duplexes).



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.4

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- Section 5.5 – Waiver of City Requirements: Parking Lot Paving and Landscaping: Amends the original language which allowed for a waiver of the City's parking lot paving and landscaping requirements which was to be reevaluated upon Rogue Retreat's request for the renewal of the agreement. The proposed language requires Rogue Retreat to stripe and apply dust control measures, approved by the City of Medford Public Works Engineering Department, at least annually or more often if necessary during the term of the agreement.
- Section 6.3.1 – Security Measures: The original agreement required a perimeter fence to be constructed. At this time the fence has been constructed. The amended language requires that the fence be maintained.
- Section 9.1 – Expiration of Term: States that the agreement will expire two years from the effective date unless terminated earlier.
- Section 9.6 – No Notice Required: States that the agreement terminates two years from the effective date of the agreement.
- Section 13 – Security Requirement: The proposed language requires that Rogue Retreat was required to provide the City a letter of credit in the amount of \$20,000. This replaces language that required the letter of credit to be provided prior to the commencement of work on the property. The City is currently in possession of a \$20,000 letter of credit from Rogue Retreat.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The City will collect \$1 per year during the contract period.

TIMING ISSUES

Rogue Retreat is eager to proceed with the addition as soon as possible.

COUNCIL OPTIONS

Approve, modify, or deny the ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing execution of the Hope Village Operational Agreement.

EXHIBITS

Ordinance
Marked-up version of proposed Agreement
Clean Copy of proposed Agreement
Site Plan

ORDINANCE NO. 2018-83

AN ORDINANCE authorizing a contract with Rogue Retreat to manage a transitional housing campground, named Hope Village.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

Section 1. That the execution of a contract with Rogue Retreat to provide certain services and manage the transitional housing campground, named Hope Village, which is on file in the City Recorder's office, is hereby authorized.

Section 2. To the extent that any of the services provided by Rogue Retreat might otherwise be bid pursuant to ORS Chapter 279, the City Council acting in its capacity as the Local Contract Review Board hereby declares this contract to be exempt.

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

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

HOPE VILLAGE OPERATIONAL AGREEMENT

BETWEEN: The City of Medford, an Oregon Municipal Corporation (City) and **Rogue Retreat**, a nonprofit organization registered with the State of Oregon (Contractor) Federal Tax ID No.: 93-1261999.

RECITALS

A. ~~On November 17, 2016 the City Council approved Ordinance No. 2016-141 allowing for the construction and operation to initiate Medford City Council authorized the City Manager to take the steps necessary to site~~ a pilot project for a total of 14 transitional housing for homeless individuals using the Tiny House Village model.

B. ~~On August 3, 2017 the City Council amended the November, 2016 agreement via Ordinance No. 2017-86 acknowledging the addition of land leased by the Contractor to allow for the expansion of the Hope Village area.~~

BC. The following map lots and areas make up the entirety of Hope Village, known as the "Site":

- a. Area known as the City Service Center located at 821 N. Columbus Ave, Medford OR, 0.45 acres;
- b. All of 372W24CD Tax Lot 8900, 0.26 acres
- c. All of 372W24CD Tax Lot 9100, 0.20 acres
- d. A portion of 372W24CD Tax Lot 9200 0.70 acres

The area owned by the City in the vicinity of the area known as the City Service Center located at 821 N. Columbus Ave, Medford OR is hereinafter known as "City-owned property". All of 372WCD Tax Lots 8900 and 9100 and a portion of 372W24CD Tax Lot 9200 shall be known as "Private Property.". The Site, totaling 1.61 acres, is depicted in attached Exhibit A.

CD. Contractor is authorized to administer, manage, and operate the transitional house pilot project designated as Hope Village, hereafter called "Village," as a transitional housing facility for no more than ~~14~~30 transitional house units serving a maximum of 2 persons per unit.

E. ~~As of execution of this agreement there are 14 transitional housing units on the site. The Contractor is authorized to construct 16 additional transitional housing units (eight duplexes) for a total of 30 units. A maximum of two units or one duplex may be added with a minimum of three weeks between units being completed and occupied.~~

DF. In consideration of one dollar (\$1.00) per year paid by Contractor to City, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Exhibits; Contractor's Representations and Warranties:

1.1 Exhibits. The Contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:

- o Exhibit A. Aerial Photograph Site Plan
- o Exhibit B. Standard Contract Provisions

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- Exhibit C. Resident Admission Criteria
- Exhibit D. Resident Application Form
- Exhibit E. Village Manual
- Exhibit F. Community Agreement
- Exhibit G. Progress Level Advancement Worksheet and Chart

1.2 Incorporation of Exhibits:

The provisions set forth in the above Exhibits are incorporated into this Agreement, and Contractor acknowledges that it is required to comply with those provisions as if fully set forth in this Contract. Such agreements may be amended from time to time as needed with the mutual approval of both parties.

1.3 Contractor's Representations and Warranties. Contractor makes the following representations and warranties to City:

1.3.1 Contractor and Contractor's personnel are and will at all times hereunder be fully qualified by all necessary education, training, experience, licensure and certification to perform the services described in sections 4.2 and 4.3, hereafter called "The Services."

1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.

1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

2. Term:

~~Beginning immediately after the Effective Date (Paragraph 24), Contractor will use due diligence to obtain all permits and satisfy all requirements and conditions necessary to begin work on Hope Village ("Necessary Permits"). Contractor will cause first occupancy of a transitional house in Hope Village ("First Occupancy") in no more than six months after Contractor obtains all Necessary Permits. The Term of this Agreement will commence on the Effective Date and will expire ~~two years after date of commencement~~ ~~months after First Occupancy~~ unless terminated earlier in accordance with section 9 (Termination) below. When the initial term expires there will be an option to renew this Agreement annually if agreed upon by both parties.~~

3. Relationship of Parties:

The operation shall be the sole business of Contractor and not a joint venture or endeavor with City. Contractor is an independent contractor and shall never be deemed to be engaged in any partnership with City or to be performing services for the benefit of City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. Further, by execution of this Agreement, the City does not acquire any obligations, except those specifically identified in this Agreement related to the use of the property by Contractor, granting Contractor the right to use city-owned property for the purposes set forth below.

Nothing in this agreement supersedes the relationship between the lessee and lessor of the maplots known as 372W24CD8900, 372W24CD9100, and 372W24CD9200.

4. Services:

4.1 Commencement. Contractor may begin construction of ~~Hope Village~~ the additional 16 transitional housing units (eight duplexes) on any date after the execution of this Agreement, pursuant to Section 24 of this Agreement, and provided that all permits necessary to commence construction have been obtained.

4.2 Key Services. City grants to Contractor the right to operate the Village for the specific and sole purpose of providing temporary shelter to persons who cannot locate safe and affordable permanent housing and are otherwise homeless. Contractor shall have exclusive rights and responsibilities to create and maintain the Village for these purposes, as needed and in compliance with City approval. Contractor shall not use the Site for purposes other than those outlined herein or conduct any other business without City's prior written consent.

4.3 Other Services. To the extent practicable, Contractor shall provide residents of the Village with case management services and assist them with locating and transitioning to safe and affordable permanent housing.

4.4 Key Personnel. City and Contractor designate the following representatives who are responsible for preparing reports, notices, and other communications required under or relating to this Agreement:

City representative: Brian Sjothun, City Manager
411 W. 8th
Medford, OR 97501
Brian.sjothun@cityofmedford.org

Contractor representatives: Chad McComas, Executive Director
1410 W. 8th St., Medford OR 97501
chad@rogueretreat.com

4.5 City's Right to Do Work. City reserves the right to do work as required on the City-owned property. The work referenced herein may include but is not limited to capital improvements intended to maintain the property for use as may be needed after the termination of this Agreement. Every effort will be made by City to coordinate such work with Contractor to minimize any adverse effect to the operations of Contractor.

5. Improvement and Maintenance of Site:

5.1 Required Structures and Accommodations. Contractor shall construct or place on the Site transitional house structures for personal storage and sleeping areas, each up to 120 square feet in size, and common areas, which may include a Village administration kiosk, kitchen, dining, area, bathroom and shower facilities, gathering space and laundry facilities. All structures shall be built on temporary foundations and shall be removed from the Site as quickly as is reasonably possible following Termination.

5.1.1 Unauthorized Permanent Changes Prohibited. Contractor shall not make any permanent structural changes or additions to the City-owned property without first obtaining written consent of the City of Medford City Manager.

5.1.2 Requirement to Obtain Permits. Contractor shall follow and enforce all directives from the City's Building Official regarding the Site facilities and construction, occupancy, or use of any structures or development at the Site. The City shall receive, process, issue or deny permits for the construction and use of the Site in accordance with state and City Code provisions. Contractor shall not construct or relocate any structure or undertake any development without having first had the application reviewed, approved and a permit issued by the City. Contractor shall not allow use of any building or structure for which a permit has been issued until the necessary inspections have been performed and occupancy has been granted by the Building Official. Any failure by Contractor to comply with any of the requirements of this section shall constitute a breach of the Agreement.

5.2 Parking and Motor Vehicles.

5.2.1 Village residents may use on-street parking for their personal cars as long as they are in working condition and have current tags. These vehicles will not be allowed for sleeping. A clear emergency access must be maintained at all times at the gated entrances of the village.

5.2.2 Motor vehicles will be allowed within the Village for deliveries only. Trailers may be used on the site for bathroom, showers and laundry and community group kitchen.

5.3 Site and Grounds Maintenance. During the term of this Agreement, Contractor shall operate and maintain the Village in a safe and sanitary condition, including providing routine and on-going cleaning of the grounds and undertaking all necessary repairs and maintenance as provided by City Code, regulations or administrative orders. All maintenance costs, except for those expressly assumed (in writing) by City, shall be paid by contractor. If Contractor fails to maintain the City-owned property in safe and sanitary conditions, per this agreement, City may, at its discretion, perform the maintenance work and bill Contractor at normal City rates, or cause the maintenance work to be done and bill Contractor for the actual cost. During the term of this Agreement, Contractor shall be responsible for performing regular, scheduled preventative maintenance. If Contractor fails to maintain private property in safe and sanitary condition, per this agreement, City may invoke Section 9.3 Termination for Cause, of this agreement.

5.4 Other Siting Restrictions.

5.4.1 Tree Canopy. No tree shall have more than 20 percent of its canopy removed in any one pruning unless first approved in writing.

5.4.2 Utility Easements. No permanent building, structure, tree, or other obstruction shall be placed or located on or in a public utility easement.

5.4.3 Storage of Solid Waste. Exposed solid waste storage areas shall be covered and placed on a paved surface and hydraulically isolated in conformance with state laws and the Medford Municipal Code.

5.4.4 Bicycle Standards. Site design shall include provisions for bicycle and associated equipment storage.

5.5 *Waiver of City Requirements: Parking Lot Paving and Landscaping.* Section 10.746 of the Medford Municipal Code which requires parking lot paving and parking lot landscaping is waived. [The parking lot shall be striped and a dust control measure, approved by the City of Medford Public Works Engineering Department, will be applied at least annually -or more often as necessary. for one year from first occupancy. The waiver will be reevaluated by the City Council upon request for Agreement renewal by Rogue Retreat.](#)

6. Internal Regulations:

6.1 Village Use and Operations.

6.1.1 Adopt Resident Admission Process to include completion of a Resident Application Form, (attached as Exhibit D).

6.1.2 Contractor shall monitor and enforce the Village Manual (attached as Exhibit E), and require all residents to execute a Community Agreement (attached as Exhibit F).

6.1.3 Contractor shall provide a copy of the Village Manual to each new resident and shall post the Guidelines, hours of operations, grievance policies and procedures, and Village contact phone number in visible locations at the Village entrance and in common areas.

6.1.4 Contractor shall post a phone number for a Village contact person at the Village entrance at all times. The contact person shall be a person with sufficient authority to answer neighbors' questions and resolve issues related to noise and other possible off-site impacts.

6.1.5 Failure to follow and/or enforce Village Manual rules and regulations shall be considered an Event of Default.

6.1.6 No minors (person under the age of 18) may be residents at the Site.

6.2 Safety Measures.

6.2.1 Contractor shall maintain, implement and enforce the Village Safety and Evacuation Plan to ensure the safety of the Village facilities, residents, guests, neighbors and the general public.

6.2.2 Contractor shall post the current Village Safety and Evacuation Plan in visible locations at the Village entrance and in common areas.

6.2.3 Contractor shall install and maintain a functioning smoke alarm in each sleeping unit in accordance with ORS 479.250 et seq. Contractor shall test smoke alarms monthly to ensure functionality and maintain a written record of the monthly tests.

6.2.4 Contractor shall conduct ongoing training on fire safety with residents. At least once every six months, Contractor shall hold a fire drill in which all residents on-site will participate with Medford Fire Marshal's Office present. Proof of fire drills shall be documented and recorded in Village operations records.

6.2.5 Failure to follow and/or enforce the Village Safety and Evacuation Plan shall be considered an Event of Default.

6.3 Security Measures.

6.3.1 Contractor will construct fencing around the perimeter of the Site, shall be maintained, per attached Site Plan (Exhibit "A"). The fencing shall be of a type which provides privacy to Village residents and screens the Village from view from public-rights-of-way and neighboring properties, such as chain link fencing with slats. There shall be no more than two gates for entrance and exit to the Village, will be monitored by the village resident assigned to the Gate House and will be locked between the hours of 10 pm to 8 am. All visitors or guests must sign in on the security log and be accompanied by a village resident or member of the Hope Village Steering Committee.

6.3.2 Contractor shall maintain, implement and enforce the Village Security Plan to ensure adequate security for protection of the Village facilities, residents, guests, neighbors and the general public.

6.3.3 Contractor shall post the current Village Security Plan in visible locations at the Village entrance and in common areas.

6.3.4 Failure to follow and/or enforce the Village Security Plan shall be considered an Event of Default.

7. City's Right of Access:

7.1 City of Medford Police, Fire and Emergency Services employees shall have the right to access the Site at all times to provide services and establish compliance with the Village Safety and Evacuation Plan, and Village Security Plan.

7.2 City of Medford Public Works employees shall have the right to access the City-owned property at all times for on-going, routine, and frequent maintenance of public infrastructure on-site.

7.3 Other city representatives will have access to the Site and all of the contained structures as necessary to inspect the condition of the facilities and to determine Contractor's compliance with Village objectives and Contractor's obligations under this Agreement. City will notify Contractor with 24 hours' notice for the purposes of inspection, observation or examination related to maintenance and repair issues, except in the case of emergency situations where access must be immediate. A Contractor representative will have the option of accompanying the City representative for all visits.

8. Financial Obligations and Reporting: City and Contractor agree to the following:

8.1 In exchange for use of City's property, Contractor shall operate and maintain Village in a financially self-sufficient manner to achieve its purposes and cover all operation and maintenance costs in compliance with the City's approval of this Agreement.

8.2 Upon reasonable advance notice, City or its authorized representatives may, from time to time inspect, audit and make copies of any Contractor's records that relate to this Agreement.

9. Termination. Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:

9.1 *Expiration of Term.* The Contract shall expire ~~12 months~~ two years from the effective date of first occupancy unless terminated earlier pursuant to the provisions set forth below.

9.2 *For Convenience.* The City may terminate the Contract at any time for its convenience.

9.3 *For Cause.* Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately, without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.

9.4 *Required by Public Interest.* City may terminate the Contract on any date specified in a notice if the City Manager determines that termination of the Contract is required by the public interest.

9.5 *Notice.* Notice of Termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.

9.6 *No Notice Required.* The Contract terminates automatically, without notice, ~~one~~ two years from the effective date of first occupancy. City may terminate the Contract prior to that date without prior notice upon 1) Contractor's abandonment of any property associated with the Site, 2) Contractor's failure to have in force any insurance required by the Contract, 3) if Contractor breaches the City's security requirements, or 4) if Contractor fails to maintain any certificate or license required for performance of the Services.

10. Default. The following shall constitute an "Event of Default" under this Agreement:

10.1 *Breach of Contract Obligations.* Except as otherwise provided in this Agreement, an Event of Default shall occur upon the failure of Contractor to cure a violation of any term, provision or condition of this Agreement within thirty (30) days after written notice is given to Contractor by City specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Contractor begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. City may require, as a part of the cure of any violation by Contractor, reimbursement by Contractor to City of any and all costs and expenses incurred by City by reason of Contractor's violation of this Agreement.

10.2 *Second Failure to Cure.* If Contractor cures a deficiency in the manner described in section 10.1, Contractor's subsequent failure to comply with the same term or condition shall constitute a default without requirement of opportunity to cure.

10.3 *Abandonment.* If Contractor fails to operate the Village for thirty days (30) without reasonable cause, and written notification to, and express, prior written approval of City, City may treat such inactivity as a default under this Agreement and City may exercise any rights it may have as in the case of a default for which Contractor is not entitled to notice. Only those circumstances that are beyond the reasonable control of Contractor and make it impracticable to continue operations will be deemed reasonable cause for suspension of operations.

11. Remedies and Parties' Obligations upon Termination:

11.1 Termination. In the Event of a Default by either party, this Agreement may be terminated at the option of the non-defaulting party by giving notice in writing to the other party.

11.2 Upon Termination of the Agreement, the parties' rights and obligations shall be as follows:

11.2.1 Contractor shall vacate the Site as quickly as is reasonably possible, but in no event more than 45 days following notice of termination or, where notice is not required, upon actual termination; remove any property of Contractor, including any and all temporary structures that it owns; perform any cleanup, alterations or other work required to leave the City-owned property in clean and usable condition; and deliver any and all keys to City.

11.2.2 Pertaining only to the City-owned property: On the 46th day following notice of termination, or actual termination where no notice is required, City may re-enter, take possession of the operating areas, and remove any persons' property by legal action or by self-help with the use of reasonable force and without liability for damages. City may deny access to all residents, except for the limited purposes of removing their personal property. Access may be limited to regular business hours. Any personal property of Contractor and/or residents remaining on Site forty five (45) days after termination of this Agreement for any reason shall be deemed abandoned by Contractor, title to such property shall vest in City, and City may make any disposition of such personal property as it deems appropriate. City may charge Contractor for the reasonable costs incurred in disposing of such personal property.

11.2.3 Following re-entry or abandonment, City shall have no further obligation hereunder and may grant all operation rights and privileges to any other entity.

11.3 Damages. If this Agreement is terminated for any reason, Contractor's liability to City for damages for breach shall survive such termination.

11.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to City under applicable law.

11.5 Upon termination of the Agreement the Site shall cease to be a campground per ORS 446.265.

12. Indemnity and Insurance Obligations:

12.1 Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the operation of the facility, Contractor's failure to strictly comply with any provision of this Agreement or any other actions or failure to act by Contractor and Contractors employees, agents, officers and contractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractors sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City.

12.2 Contractor shall be entitled to indemnification from City for payment of damages for which City is liable under the Oregon Tort Claims Act as a result of the sole negligent acts of its officers, employees and agents. City shall also defend and hold harmless Contractor from all costs and expenses, including

attorneys' fees at trial and on appeal resulting from any claim, suit or other action resulting from personal or bodily injury or property damage for which City is solely liable as a result of the negligence of its officers, employees and agents; provided however, that City shall have no obligation under this section 12.2 if Contractor has been negligent.

12.3 Insurance. Contractor shall maintain in force for the duration of this contract the insurance coverage's specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the contract. Unless otherwise specified, each policy shall be Written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase Contractor's coverage to the statutory limit for such claims and to increase the aggregate coverage to twice the amount of the statutory limit. The adequacy of all insurance required by these provisions shall be subject to approval by the City Manager's office. Notwithstanding the general provisions concerning City's remedies for default by Contractor, failure to maintain any insurance coverage required by this contract shall be an Event of Default and cause for immediate termination of this contract by City without notice or opportunity for cure when the failure is due to error by Contractor. Operation of Hope Village is prohibited during any period when there is no workers' compensation or liability insurance coverage in full force and effect whether due to cancellation, lapse or for any reason, and automatic termination will occur if the Village is intentionally operated during any prohibited period. If it is discovered that coverage has lapsed, Contractor will immediately cease operations until coverage is restored.

12.3.1 Commercial General Liability. Contractor shall maintain a comprehensive broad form commercial general liability insurance policy covering Bodily injury or Property Damage on an occurrence form (ISO or equivalent) resulting from Hope Village operation, services or any services provided by the contractor or its vendors, including but not limited to housing units and food service. Policy must also provide coverage for abuse and molestation or misconduct including but not limited to discrimination and harassment committed by its employees or volunteers who participate in the operation of Hope Village. Limits of liability shall not be less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, with aggregate of Two Million Dollars (\$2,000,000). Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions. If the Contractor uses vendors for any services the same requirements apply to that vendor as to the Contractor above. The failure of the Contractor to secure these requirements from their vendors or sub-contractors will return all liability back to the Contractor, and Contractor will assume all liability from this failure.

12.3.2 Workers' Compensation Insurance. Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

12.3.3 Property Insurance. City shall continue to provide "All Risk" property insurance coverage for all buildings and personal property owned by City and located at the City-owned property. However, City reserves the right to pursue the recovery of expenses from Contractor for any damage to the building or personal property resulting from Contractor's negligence on the City-owned property. City does not assume responsibility for any damage to property owned by Contractor.

13. Security Requirement: ~~Prior to commencement of work on the City-owned property,~~ Contractor shall provide a Letter of Credit, approved by City, in the amount of \$20,000, to insure the adequate clean-up of the City-owned property following Termination.

14. Assignment and Subcontracting. Contractor shall not assign or subcontract its work under this Agreement, in whole or in part, without prior written approval of City.

15. Amendment. Any amendments to this Agreement, including Exhibits, shall be approved by the City, be in writing, and signed by both parties.

16. Non-Discrimination. During the performance of this Agreement, Contractor agrees as follows:

16.1 Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

16.2 Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

16.3 Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

16.4 During the performance of this contract Contractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, sexual orientation, or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.

16.5 Contractor will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Contractor will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

17. Forum: Any litigation between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Jackson County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within

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the United States District Court for the District of Oregon, Medford Division. In no event shall this Subsection be construed as a waiver by the City of Medford of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

18. Attorney Fees and Costs: In the event action is commenced to enforce or interpret any of the terms of this Agreement, including but not limited to, any action or participation by Contractor or City in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal and review, whether or not taxable as costs, including, without limitation, attorney fees (including estimated fees to collect a judgment entered in favor of the prevailing party), witness fees (expert and otherwise) deposition costs, copying charges and other expenses.

Attorney Fees: If any suit, action, arbitration or other proceeding is instituted upon this Contract or to enforce creditor's rights or otherwise pursue, defend or litigate issues related to or peculiar to federal bankruptcy law (including, but not limited to, efforts to obtain relief from an automatic stay), or any other controversy arises from this Contract the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys' fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding. The award of costs and expenses after trial de novo following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

19. Compliance with Laws: Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services.

20. Notices: Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses listed in section 4.4. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney. Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

21. Integration. The Contract embodies the entire agreement of the parties concerning the Services. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.

22. Survival. Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

23. No Third-Party Beneficiaries: There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.

24. Effective Date: In witness whereof, the parties have, through their duly authorized representatives, executed this Agreement on the dates set forth below, the last date being the "effective date" of this agreement.

City of Medford

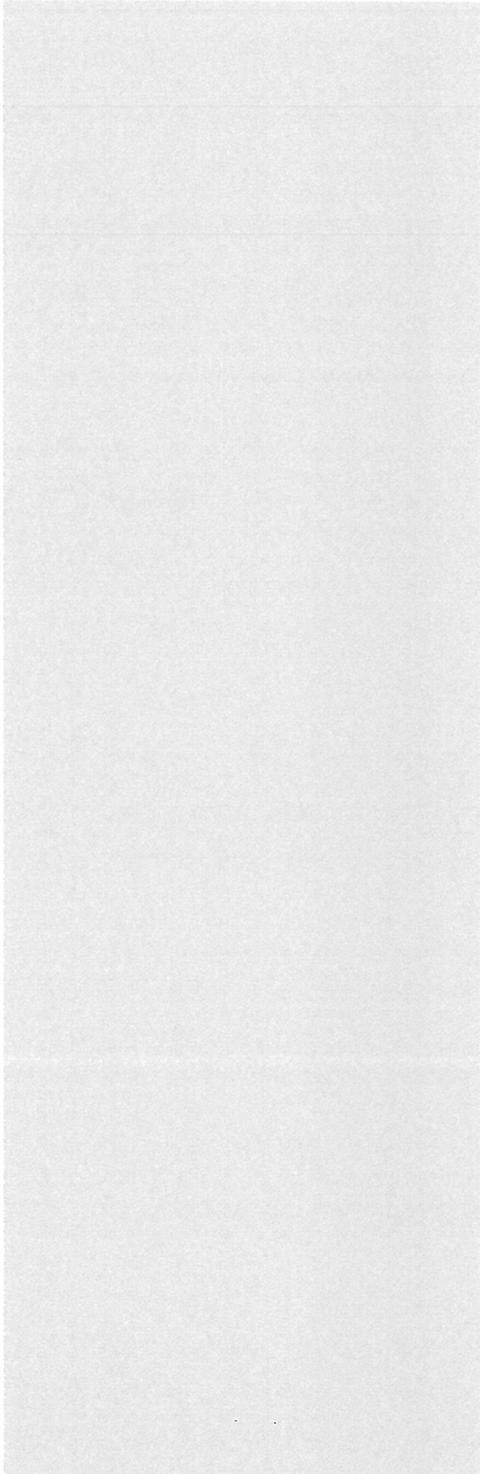
Date: _____

Gary Wheeler, Mayor

Rogue Retreat

Date: _____

Thomas Fischer, Rogue Retreat Board Chairman



HOPE VILLAGE OPERATIONAL AGREEMENT

BETWEEN: The City of Medford, an Oregon Municipal Corporation (City) and Rogue Retreat, a nonprofit organization registered with the State of Oregon (Contractor) Federal Tax ID No.: 93-1261999.

RECITALS

- A. On November 17, 2016 the City Council approved Ordinance No. 2016-141 allowing for the construction and operation to initiate a pilot project for a total of 14 transitional housing for homeless individuals using the Tiny House Village model.
- B. On August 3, 2017 the City Council amended the November, 2016 agreement via Ordinance No. 2017-86 acknowledging the addition of land leased by the Contractor to allow for the expansion of the Hope Village area.
- C. The following map lots and areas make up the entirety of Hope Village, known as the "Site":
- a. Area known as the City Service Center located at 821 N. Columbus Ave, Medford OR, 0.45 acres;
 - b. All of 372W24CD Tax Lot 8900, 0.26 acres
 - c. All of 372W24CD Tax Lot 9100, 0.20 acres
 - d. A portion of 372W24CD Tax Lot 9200 0.70 acres

The area owned by the City in the vicinity of the area known as the City Service Center located at 821 N. Columbus Ave, Medford OR is hereinafter known as "City-owned property". All of 372WCD Tax Lots 8900 and 9100 and a portion of 372W24CD Tax Lot 9200 shall be known as "Private Property.". The Site, totaling 1.61 acres, is depicted in attached Exhibit A.

D. Contractor is authorized to administer, manage, and operate the transitional house pilot project designated as Hope Village, hereafter called "Village," as a transitional housing facility for no more than 30 transitional house units serving a maximum of 2 persons per unit.

E. As of execution of this agreement there are 14 transitional housing units on the site. The Contractor is authorized to construct 16 additional transitional housing units (eight duplexes) for a total of 30 units. A maximum of two units or one duplex may be added with a minimum of three weeks between units being completed and occupied.

F. In consideration of one dollar (\$1.00) per year paid by Contractor to City, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Exhibits; Contractor's Representations and Warranties:

1.1 Exhibits. The Contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:

- Exhibit A. Aerial Photograph Site Plan
- Exhibit B. Standard Contract Provisions
- Exhibit C. Resident Admission Criteria

- Exhibit D. Resident Application Form
- Exhibit E. Village Manual
- Exhibit F. Community Agreement
- Exhibit G. Progress Level Advancement Worksheet and Chart

1.2 Incorporation of Exhibits:

The provisions set forth in the above Exhibits are incorporated into this Agreement, and Contractor acknowledges that it is required to comply with those provisions as if fully set forth in this Contract. Such agreements may be amended from time to time as needed with the mutual approval of both parties.

1.3 Contractor's Representations and Warranties. Contractor makes the following representations and warranties to City:

1.3.1 Contractor and Contractor's personnel are and will at all times hereunder be fully qualified by all necessary education, training, experience, licensure and certification to perform the services described in sections 4.2 and 4.3, hereafter called "The Services."

1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.

1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.

2. Term:

The Term of this Agreement will commence on the Effective Date and will expire two years from the effective date unless terminated earlier in accordance with section 9 (Termination) below. When the initial term expires there will be an option to renew this Agreement annually if agreed upon by both parties.

3. Relationship of Parties:

The operation shall be the sole business of Contractor and not a joint venture or endeavor with City. Contractor is an independent contractor and shall never be deemed to be engaged in any partnership with City or to be performing services for the benefit of City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein. Further, by execution of this Agreement, the City does not acquire any obligations, except those specifically identified in this Agreement related to the use of the property by Contractor, granting Contractor the right to use city-owned property for the purposes set forth below.

Nothing in this agreement supersedes the relationship between the lessee and lessor of the maplots known as 372W24CD8900, 372W24CD9100, and 372W24CD9200.

4. Services:

4.1 Commencement. Contractor may begin construction of the additional 16 transitional housing units (eight duplexes) on any date after the execution of this Agreement, pursuant to Section 24 of this Agreement, and provided that all permits necessary to commence construction have been obtained.

4.2 Key Services. City grants to Contractor the right to operate the Village for the specific and sole purpose of providing temporary shelter to persons who cannot locate safe and affordable permanent housing and are otherwise homeless. Contractor shall have exclusive rights and responsibilities to create and maintain the Village for these purposes, as needed and in compliance with City approval. Contractor shall not use the Site for purposes other than those outlined herein or conduct any other business without City's prior written consent.

4.3 Other Services. To the extent practicable, Contractor shall provide residents of the Village with case management services and assist them with locating and transitioning to safe and affordable permanent housing.

4.4 Key Personnel. City and Contractor designate the following representatives who are responsible for preparing reports, notices, and other communications required under or relating to this Agreement:

City representative: Brian Sjothun, City Manager
411 W. 8th
Medford, OR 97501
Brian.sjothun@cityofmedford.org

Contractor representatives: Chad McComas, Executive Director
1410 W. 8th St., Medford OR 97501
chad@rogueretreat.com

4.5 City's Right to Do Work. City reserves the right to do work as required on the City-owned property. The work referenced herein may include but is not limited to capital improvements intended to maintain the property for use as may be needed after the termination of this Agreement. Every effort will be made by City to coordinate such work with Contractor to minimize any adverse effect to the operations of Contractor.

5. Improvement and Maintenance of Site:

5.1 Required Structures and Accommodations. Contractor shall construct or place on the Site transitional house structures for personal storage and sleeping areas, each up to 120 square feet in size, and common areas, which may include a Village administration kiosk, kitchen, dining, area, bathroom and shower facilities, gathering space and laundry facilities. All structures shall be built on temporary foundations and shall be removed from the Site as quickly as is reasonably possible following Termination.

5.1.1 Unauthorized Permanent Changes Prohibited. Contractor shall not make any permanent structural changes or additions to the City-owned property without first obtaining written consent of the City of Medford City Manager.

5.1.2 Requirement to Obtain Permits. Contractor shall follow and enforce all directives from the City's Building Official regarding the Site facilities and construction, occupancy, or use of any structures or development at the Site. The City shall receive, process, issue or deny permits for the construction and use of the Site in accordance with state and City Code provisions. Contractor shall not construct or relocate any structure or undertake any development without having first had the application reviewed, approved and a permit issued by the City. Contractor shall not allow use of any building or structure for which a permit has been issued until the necessary inspections have been performed and occupancy has been granted by the Building

Official. Any failure by Contractor to comply with any of the requirements of this section shall constitute a breach of the Agreement.

5.2 Parking and Motor Vehicles.

5.2.1 Village residents may use on-street parking for their personal cars as long as they are in working condition and have current tags. These vehicles will not be allowed for sleeping. A clear emergency access must be maintained at all times at the gated entrances of the village.

5.2.2 Motor vehicles will be allowed within the Village for deliveries only. Trailers may be used on the site for bathroom, showers and laundry and community group kitchen.

5.3 Site and Grounds Maintenance. During the term of this Agreement, Contractor shall operate and maintain the Village in a safe and sanitary condition, including providing routine and on-going cleaning of the grounds and undertaking all necessary repairs and maintenance as provided by City Code, regulations or administrative orders. All maintenance costs, except for those expressly assumed (in writing) by City, shall be paid by contractor. If Contractor fails to maintain the City-owned property in safe and sanitary conditions, per this agreement, City may, at its discretion, perform the maintenance work and bill Contractor at normal City rates, or cause the maintenance work to be done and bill Contractor for the actual cost. During the term of this Agreement, Contractor shall be responsible for performing regular, scheduled preventative maintenance. If Contractor fails to maintain private property in safe and sanitary condition, per this agreement, City may invoke Section 9.3 Termination for Cause, of this agreement.

5.4 Other Siting Restrictions.

5.4.1 Tree Canopy. No tree shall have more than 20 percent of its canopy removed in any one pruning unless first approved in writing.

5.4.2 Utility Easements. No permanent building, structure, tree, or other obstruction shall be placed or located on or in a public utility easement.

5.4.3 Storage of Solid Waste. Exposed solid waste storage areas shall be covered and placed on a paved surface and hydraulically isolated in conformance with state laws and the Medford Municipal Code.

5.4.4 Bicycle Standards. Site design shall include provisions for bicycle and associated equipment storage.

5.5 Waiver of City Requirements: Parking Lot Paving and Landscaping. Section 10.746 of the Medford Municipal Code which requires parking lot paving and parking lot landscaping is waived. The parking lot shall be striped and a dust control measure, approved by the City of Medford Public Works Engineering Department, will be applied at least annually or more often as necessary.

6. Internal Regulations:

6.1 Village Use and Operations.

6.1.1 Adopt Resident Admission Process to include completion of a Resident Application Form, (attached as Exhibit D).

6.1.2 Contractor shall monitor and enforce the Village Manual (attached as Exhibit E), and require all residents to execute a Community Agreement (attached as Exhibit F).

6.1.3 Contractor shall provide a copy of the Village Manual to each new resident and shall post the Guidelines, hours of operations, grievance policies and procedures, and Village contact phone number in visible locations at the Village entrance and in common areas.

6.1.4 Contractor shall post a phone number for a Village contact person at the Village entrance at all times. The contact person shall be a person with sufficient authority to answer neighbors' questions and resolve issues related to noise and other possible off-site impacts.

6.1.5 Failure to follow and/or enforce Village Manual rules and regulations shall be considered an Event of Default.

6.1.6 No minors (person under the age of 18) may be residents at the Site.

6.2 Safety Measures.

6.2.1 Contractor shall maintain, implement and enforce the Village Safety and Evacuation Plan to ensure the safety of the Village facilities, residents, guests, neighbors and the general public.

6.2.2 Contractor shall post the current Village Safety and Evacuation Plan in visible locations at the Village entrance and in common areas.

6.2.3 Contractor shall install and maintain a functioning smoke alarm in each sleeping unit in accordance with ORS 479.250 et seq. Contractor shall test smoke alarms monthly to ensure functionality and maintain a written record of the monthly tests.

6.2.4 Contractor shall conduct ongoing training on fire safety with residents. At least once every six months, Contractor shall hold a fire drill in which all residents on-site will participate with Medford Fire Marshal's Office present. Proof of fire drills shall be documented and recorded in Village operations records.

6.2.5 Failure to follow and/or enforce the Village Safety and Evacuation Plan shall be considered an Event of Default.

6.3 Security Measures.

6.3.1 Fencing around the perimeter of the Site, shall be maintained, per attached Site Plan (Exhibit "A"). The fencing shall be of a type which provides privacy to Village residents and screens the Village from view from public-rights-of-way and neighboring properties, such as chain link fencing with slats. There shall be no more than two gates for entrance and exit to the Village, will be monitored by the village resident assigned to the Gate House and will be locked between the hours of 10 pm to 8 am. All visitors or guests must sign in on the security log and be accompanied by a village resident or member of the Hope Village Steering Committee.

6.3.2 Contractor shall maintain, implement and enforce the Village Security Plan to ensure adequate security for protection of the Village facilities, residents, guests, neighbors and the general public.

6.3.3 Contractor shall post the current Village Security Plan in visible locations at the Village entrance and in common areas.

6.3.4 Failure to follow and/or enforce the Village Security Plan shall be considered an Event of Default.

7. City's Right of Access:

7.1 City of Medford Police, Fire and Emergency Services employees shall have the right to access the Site at all times to provide services and establish compliance with the Village Safety and Evacuation Plan, and Village Security Plan.

7.2 City of Medford Public Works employees shall have the right to access the City-owned property at all times for on-going, routine, and frequent maintenance of public infrastructure on-site.

7.3 Other city representatives will have access to the Site and all of the contained structures as necessary to inspect the condition of the facilities and to determine Contractor's compliance with Village objectives and Contractor's obligations under this Agreement. City will notify Contractor with 24 hours' notice for the purposes of inspection, observation or examination related to maintenance and repair issues, except in the case of emergency situations where access must be immediate. A Contractor representative will have the option of accompanying the City representative for all visits.

8. Financial Obligations and Reporting: City and Contractor agree to the following:

8.1 In exchange for use of City's property, Contractor shall operate and maintain Village in a financially self-sufficient manner to achieve its purposes and cover all operation and maintenance costs in compliance with the City's approval of this Agreement.

8.2 Upon reasonable advance notice, City or its authorized representatives may, from time to time inspect, audit and make copies of any Contractor's records that relate to this Agreement.

9. Termination. Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:

9.1 Expiration of Term. The Contract shall expire two years from the effective date unless terminated earlier pursuant to the provisions set forth below.

9.2 For Convenience. The City may terminate the Contract at any time for its convenience.

9.3 For Cause. Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately, without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.

9.4 Required by Public Interest. City may terminate the Contract on any date specified in a notice if the City Manager determines that termination of the Contract is required by the public interest.

9.5 *Notice.* Notice of Termination pursuant to this section shall be given by the party terminating this Agreement to the other not less than five (5) business days prior to the effective date of termination.

9.6 *No Notice Required.* The Contract terminates automatically, without notice, two years from the effective date. City may terminate the Contract prior to that date without prior notice upon 1) Contractor's abandonment of any property associated with the Site, 2) Contractor's failure to have in force any insurance required by the Contract, 3) if Contractor breaches the City's security requirements, or 4) if Contractor fails to maintain any certificate or license required for performance of the Services.

10. Default. The following shall constitute an "Event of Default" under this Agreement:

10.1 *Breach of Contract Obligations.* Except as otherwise provided in this Agreement, an Event of Default shall occur upon the failure of Contractor to cure a violation of any term, provision or condition of this Agreement within thirty (30) days after written notice is given to Contractor by City specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if Contractor begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. City may require, as a part of the cure of any violation by Contractor, reimbursement by Contractor to City of any and all costs and expenses incurred by City by reason of Contractor's violation of this Agreement.

10.2 *Second Failure to Cure.* If Contractor cures a deficiency in the manner described in section 10.1, Contractor's subsequent failure to comply with the same term or condition shall constitute a default without requirement of opportunity to cure.

10.3 *Abandonment.* If Contractor fails to operate the Village for thirty days (30) without reasonable cause, and written notification to, and express, prior written approval of City, City may treat such inactivity as a default under this Agreement and City may exercise any rights it may have as in the case of a default for which Contractor is not entitled to notice. Only those circumstances that are beyond the reasonable control of Contractor and make it impracticable to continue operations will be deemed reasonable cause for suspension of operations.

11. Remedies and Parties' Obligations upon Termination:

11.1 Termination. In the Event of a Default by either party, this Agreement may be terminated at the option of the non-defaulting party by giving notice in writing to the other party.

11.2 Upon Termination of the Agreement, the parties' rights and obligations shall be as follows:

11.2.1 Contractor shall vacate the Site as quickly as is reasonably possible, but in no event more than 45 days following notice of termination or, where notice is not required, upon actual termination; remove any property of Contractor, including any and all temporary structures that it owns; perform any cleanup, alterations or other work required to leave the City-owned property in clean and usable condition; and deliver any and all keys to City.

11.2.2 Pertaining only to the City-owned property: On the 46th day following notice of termination, or actual termination where no notice is required, City may re-enter, take possession of the operating areas, and remove any persons' property by legal action or by self-help with the use of reasonable force and without liability for damages. City may deny access to all residents, except for the limited purposes of removing their personal property. Access may be limited to

regular business hours. Any personal property of Contractor and/or residents remaining on Site forty five (45) days after termination of this Agreement for any reason shall be deemed abandoned by Contractor, title to such property shall vest in City, and City may make any disposition of such personal property as it deems appropriate. City may charge Contractor for the reasonable costs incurred in disposing of such personal property.

11.2.3 Following re-entry or abandonment, City shall have no further obligation hereunder and may grant all operation rights and privileges to any other entity.

11.3 Damages. If this Agreement is terminated for any reason, Contractor's liability to City for damages for breach shall survive such termination.

11.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to City under applicable law.

11.5 Upon termination of the Agreement the Site shall cease to be a campground per ORS 446.265.

12. Indemnity and Insurance Obligations:

12.1 Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the operation of the facility, Contractor's failure to strictly comply with any provision of this Agreement or any other actions or failure to act by Contractor and Contractors employees, agents, officers and contractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractors sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City.

12.2 Contractor shall be entitled to indemnification from City for payment of damages for which City is liable under the Oregon Tort Claims Act as a result of the sole negligent acts of its officers, employees and agents. City shall also defend and hold harmless Contractor from all costs and expenses, including attorneys' fees at trial and on appeal resulting from any claim, suit or other action resulting from personal or bodily injury or property damage for which City is solely liable as a result of the negligence of its officers, employees and agents; provided however, that City shall have no obligation under this section 12.2 if Contractor has been negligent.

12.3 Insurance. Contractor shall maintain in force for the duration of this contract the insurance coverage's specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the contract. Unless otherwise specified, each policy shall be Written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase Contractor's coverage to the statutory limit for such claims and to increase the aggregate coverage to twice the amount of the statutory limit. The adequacy of all insurance required by these provisions shall be subject to approval by the City Manager's office. Notwithstanding the general provisions concerning City's remedies for default by

Contractor, failure to maintain any insurance coverage required by this contract shall be an Event of Default and cause for immediate termination of this contract by City without notice or opportunity for cure when the failure is due to error by Contractor. Operation of Hope Village is prohibited during any period when there is no workers' compensation or liability insurance coverage in full force and effect whether due to cancellation, lapse or for any reason, and automatic termination will occur if the Village is intentionally operated during any prohibited period. If it is discovered that coverage has lapsed, Contractor will immediately cease operations until coverage is restored.

12.3.1 Commercial General Liability. Contractor shall maintain a comprehensive broad form commercial general liability insurance policy covering Bodily injury or Property Damage on an occurrence form (ISO or equivalent) resulting from Hope Village operation, services or any services provided by the contractor or its vendors, including but not limited to housing units and food service. Policy must also provide coverage for abuse and molestation or misconduct including but not limited to discrimination and harassment committed by its employees or volunteers who participate in the operation of Hope Village. Limits of liability shall not be less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, with aggregate of Two Million Dollars (\$2,000,000). Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions. If the Contractor uses vendors for any services the same requirements apply to that vendor as to the Contractor above. The failure of the Contractor to secure these requirements from their vendors or sub-contractors will return all liability back to the Contractor, and Contractor will assume all liability from this failure.

12.3.2 Workers' Compensation Insurance. Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

12.3.3 Property Insurance. City shall continue to provide "All Risk" property insurance coverage for all buildings and personal property owned by City and located at the City-owned property. However, City reserves the right to pursue the recovery of expenses from Contractor for any damage to the building or personal property resulting from Contractor's negligence on the City-owned property. City does not assume responsibility for any damage to property owned by Contractor.

13. Security Requirement: Contractor shall provide a Letter of Credit, approved by City, in the amount of \$20,000, to insure the adequate clean-up of the City-owned property following Termination.

14. Assignment and Subcontracting. Contractor shall not assign or subcontract its work under this Agreement, in whole or in part, without prior written approval of City.

15. Amendment. Any amendments to this Agreement, including Exhibits, shall be approved by the City, be in writing, and signed by both parties.

16. Non-Discrimination. During the performance of this Agreement, Contractor agrees as follows:

16.1 Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).

16.2 Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as Section 504 of the Rehabilitation Act of 1973 (24 CFR 8).

16.3 Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

16.4 During the performance of this contract Contractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, sexual orientation, or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.

16.5 Contractor will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Contractor will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

17. Forum: Any litigation between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Jackson County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Medford Division. In no event shall this Subsection be construed as a waiver by the City of Medford of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

18. Attorney Fees and Costs: In the event action is commenced to enforce or interpret any of the terms of this Agreement, including but not limited to, any action or participation by Contractor or City in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial and on appeal and review, whether or not taxable as costs, including, without limitation, attorney fees (including estimated fees to collect a judgment entered in favor of the prevailing party), witness fees (expert and otherwise) deposition costs, copying charges and other expenses.

Attorney Fees: If any suit, action, arbitration or other proceeding is instituted upon this Contract or to enforce creditor's rights or otherwise pursue, defend or litigate issues related to or peculiar to federal bankruptcy law (including, but not limited to, efforts to obtain relief from an automatic stay), or any other controversy arises from this Contract the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court,

arbitrator or other adjudicator may adjudge reasonable as an attorneys' fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding. The award of costs and expenses after trial de novo following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

19. Compliance with Laws: Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services.

20. Notices: Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses listed in section 4.4. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney. Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

21. Integration. The Contract embodies the entire agreement of the parties concerning the Services. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.

22. Survival. Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

23. No Third-Party Beneficiaries: There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.

24. Effective Date: In witness whereof, the parties have, through their duly authorized representatives, executed this Agreement on the dates set forth below, the last date being the "effective date" of this agreement.

City of Medford

Gary Wheeler, Mayor

Date: _____

Rogue Retreat

Date: _____

Thomas Fischer, Rogue Retreat Board Chairman

HOPE VILLAGE

728 W. McANDREWS AVE.
MEDFORD, OREGON

McANDREWS ROAD

N. COLUMBUS AVE.



SITE PLAN

1" = 40'

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