

**Central Point  
City Hall  
541-664-3321**

**City Council**

**Mayor**  
Hank Williams

**Ward I**  
Bruce Dingler

**Ward II**  
Kelly Geiger

**Ward III**  
Ellie George

**Ward IV**  
Allen Broderick

**At Large**  
David Douglas  
Rick Samuelson

**Administration**  
Chris Clayton, City  
Manager  
Deanna Casey, City  
Recorder

**Community  
Development**  
Tom Humphrey,  
Director

**Finance**  
Bev Adams, Director

**Human Resources**  
Barb Robson, Director

**Parks and Public  
Works**  
Matt Samitore,  
Director  
Jennifer Boardman,  
Manager

**Police**  
Kris Allison Chief

**CITY OF CENTRAL POINT  
City Council Meeting Agenda  
September 12, 2013**

Next Res. 1377  
Next Ord. 1978

**I. REGULAR MEETING CALLED TO ORDER – 7:00 P.M.**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC APPEARANCES - *This time is reserved for citizens to comment on items that are not on the agenda.***

**V. CONSENT AGENDA**

- Page 2 – 7    A. Approval of August 22 , 2013 Council Minutes  
8 - 9        B. Approval of OLCC Application for The Point Pub and Grill

**VII. ITEMS REMOVED FROM CONSENT AGENDA**

**VIII. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS**

- 11 - 24    A. Resolution No. \_\_\_\_\_, Approving a Jackson County Order to Initiate Formation of a Jackson County Agricultural Extension Service District and Consenting to the Inclusion of the City of Central Point within the Boundaries of the District (Clayton)
- 26 - 44    B. Resolution No. \_\_\_\_\_, Approving an Offer to Purchase Real Property Located at 48 Third Street, Jackson County Assessor's Map No. 372W10AA Tax Lot 3100 and Recommending Adoption of a Purchase and Sale Agreement for Such Real Property (Clayton)
- 46 - 49    C. First Reading, Ordinance Amending the Central Point Municipal Code to Revise 9.92.010 Regarding Discharge of Weapons and Delete Sections 9.68.040 and 9.90.010 as Necessary for Consistency with State Law and for Internal Consistency (Allison)

**IX. BUSINESS**

- 51 - 52      A.      Street Utility Fees Minimum and Maximum Discussion (Samitore)
- B.      Annual Financial Report (Adams)

**X. MAYOR'S REPORT**

**XI. CITY MANAGER'S REPORT**

**XII. COUNCIL REPORTS**

**XIII. DEPARTMENT REPORTS**

**XIV. EXECUTIVE SESSION**

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**XV. ADJOURNMENT**

# Consent Agenda

**CITY OF CENTRAL POINT  
City Council Meeting Minutes  
August 22, 2013**

**I. REGULAR MEETING CALLED TO ORDER**

Mayor Williams called the meeting to order at 7:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL:** Mayor: Hank Williams  
Council Members: Allen Broderick, Bruce Dingler, and Rick Samuelson were present. Kelly Geiger arrived at 7:15 p.m. David Douglas and Ellie George were absent.

City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore; and City Recorder Deanna Casey were also present.

**IV. PUBLIC APPEARANCES - None**

**V. CONSENT AGENDA**

- A. Approval of August 8, 2013 City Council Minutes
- B. Approval of August, 2013 Surplus List

**Allen Broderick moved to approve the Consent Agenda as presented.** Bruce Dingler seconded. Roll Call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; and Rick Samuelson, yes. Motion approved.

**VI. ITEMS REMOVED FROM CONSENT AGENDA - None**

**VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS**

- A. Ordinance No. 1978, amending the Central Point Municipal Code to add Sidewalk Cafes and to Revise Other Sections as necessary for Internal Consistency**

Community Development Director Tom Humphrey explained a couple of changes that were recommended at the first reading. There was additional language added regarding safety of the public and making sure public safety will not be jeopardized. There is concern regarding the termination date of December 31<sup>st</sup> and the request for renewals not allowed until after January 1<sup>st</sup> of each year. There could be an issue with holidays if the renewal process cannot overlap. It was suggested to remove the requirement of waiting until after January 1 to reapply.

There was discussion on the requirement for a fee, and how much that would be and will there be an opportunity to have a prorated fee if not used for the entire year. Council was not objectionable to a prorated rate. Mr. Humphrey explained that staff will return with a resolution setting a fee for this process.

**Allen Broderick made a motion to approve Ordinance No. 1978, amending the Central Point Municipal Code to add Sidewalk Cafes and to Revise Other Sections as necessary for Internal Consistency removing “After January 1” in regards to the renewal process.** Rick Samuelson seconded. Roll Call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; and Rick Samuelson, yes. Motion approved.

**B. Resolution No. 1377, A Resolution Declaring the City Council’s Intent to Initiate an Amendment to the Comprehensive Land-use Plan to Include Amendments to the Urban Growth Boundary (UGB) and the Central Point/Jackson County Urban Growth Boundary and Policy Agreement**

Mr. Humphrey stated that the Tolo Area (CP-1B) is part of our Urban Reserve Area. The City has met with companies in this area who would like to see the UGB expanded so that they could annex their industrial lands into the city. Their property is currently zoned EFU through the County and they cannot build their facility in that zone.

Kelly Geiger arrived at 7:15 p.m.

There are several pre-requisites before we can expand the Urban Growth Boundary (UGB), 1) showing a demonstrated need for additional industrial lands, and 2) Creating a contiguous boundary from the existing UGB through the CP-4 URA to Tolo.

The UGB Amendment Application has been prepared to add CP-4 to the UGB. There have also been changes made to the City/County agreement and we have initiated a conversion with the County Planners to amend this document in order to satisfy a Regional Plan requirement.

The City has updated the Economic Element to demonstrate the need for industrial land. The Department of Land Conservation and Development needs to be notified whenever a city proposes changes to its comprehensive plan. If the Council is in support of the changes and would like to proceed then the recommended resolution can be adopted to start the amendment process.

Combined Transport owner is a long time Central Point resident and has owned the property for several years with the intention of annexing into the City of Central Point once the Urban Reserve process was complete. Combined Transport has been working on the expansion application. There will be an effort to create an area of benefit in order to get water and sewer out that far with grants or state assistance. They cannot start these discussions until they are

within the UGB. We are the first city to initiate an Urban Growth Boundary expansion with the Urban Reserve Policy in place.

**Bruce Dingler made the motion to approve Resolution No. 1377, A Resolution Declaring the City Council's Intent to Initiate an Amendment to the Comprehensive Land-use Plan to Include Amendments to the Urban Growth Boundary (UGB) and the Central Point/Jackson County Urban Growth Boundary and Policy Agreement.** Kelly Geiger seconded. Roll Call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; Kelly Geiger, yes; and Rick Samuelson, yes. Motion approved.

**C. Resolution No. 1378, A Resolution Recommending Adoption of a Memorandum of Intent Between the City of Central Point and the "Other Cities" Customer Group of the Medford Water Commission**

City Manager Chris Clayton stated that a group of city representatives have been meeting informally for about two years for various water related purposes. This group, sometimes referred to as the Cities Water Cooperative, have discussed contracts with the Medford Water Commission (MWC), cost of service, policy matters, water conservation, water rights of the various cities, funding capital improvements, and other matters which are of major importance to our region.

The Cities Water Cooperative have generated some positive results. The cities have a better understanding of the MWC contracts, the water resources needed to serve a growing population, and the infrastructure needed to meet the growing population. The group has been successful in obtaining State grants to address water conservation in the area and the cities group made improvements in achieving more equitable wholesale water rates among the various customer groups.

The attached resolution authorizes the memorandum of Intent to join with the other cities to create the agreement and work on regional water issues and concerns.

Kay Harrison, Central Point Citizen

Mrs. Harrison stated that she appreciates all the work that has been done on this issue and feels strongly that we should pull together as a region in regards to water issues. The WISE project should be kept in the loop because it will also be a regional impact to all the cities and the farming community.

**Mayor Hank Williams made a motion to approve Resolution No. 1378, A Resolution Recommending Adoption of a Memorandum of Intent Between the City of Central Point and the "Other Cities" Customer Group of the Medford Water Commission.** Kelly Geiger seconded. Roll Call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; Kelly Geiger, yes; and Rick Samuelson, yes. Motion approved.

## **VIII. BUSINESS**

### **A. Battle of the Bones Update**

Parks and Public Works Director Matt Samitore presented the financial report for the 2013 Battle of the Bones. Below are possible changes to the event for the coming years:

- The event will only be open Friday and Saturday.
- The main event will be on Saturday for BBQ competition.
- Will be following the Kansas City BBQ Society rules, which means teams are not required to be part of Peoples Choice event. This will allow us to draw more teams from out of the area.
- Would like Council to consider this a city event not a fundraiser for the Parks Foundation. The Foundation may operate a booth inside the event for fundraising purposes.
- Will be looking at cutting volunteer positions and city personnel to make event more profitable.
- Will be looking at new dates for the event. There are several major conflicts with Medford Beer Week happening the week before and other sanctioned BBQ events on the West Coast.

There was discussion regarding this being a city sponsored event or continue with it being a fundraiser event. A possibility would be to create a Battle of the Bones Committee of citizens that could help plan the event.

The event is not covering true city cost at this time. The city provides funds for most of the event and we do not make a profit to give to the foundation. With the recommended changes this should allow for the event to pay for itself.

Council was in favor of this being a city sponsored event and allowing the Foundation to have a booth for fundraising purposes. They are in favor of the recommended changes and would like to see the event pay for itself.

### **B. Run 4 Freedom Allocation**

Mr. Samitore reported that Central Point Parks and Recreation Department in conjunction with Anytime Fitness held the third annual Run 4 Freedom and Kids Fun Run on July 4, 2013.

The run was very successful and we had many positive comments. The Run 4 Freedom had the largest number of pre-registered entries in its history. The kids run had a total of 199 participants with 143 pre-registered. The adult run had 117 preregistered entries with a total of 156 runners.

When we take into account employee cost and the closure of the roads the event only made \$15.75 for a possible donation to the Crater Foundation. In past years the city has paid for both employee costs and the road closure. If the City Council chooses to pay for city expenses as in years past the donation amount increases

to \$2015.75. Staff needs direction from the Council if the city will be donating time and expenses or if we would like to deduct the expenses from the amount available to donate.

There was discussion that in the past the Central Point Chamber has received some of the available funds as a donation but that was when they were part of the event. The City has taken over the run and the Chamber has been in charge of the parade and events at the park. Council was not in favor of providing any donation amount to the Central Point Chamber and would like the event to cover city costs.

**Allen Broderick made a motion that in the future the Run 4 Freedom funds should cover city expenses.** Rick Samuelson seconded. Roll Call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; Kelly Geiger, yes; and Rick Samuelson, yes. Motion approved.

#### **IX. MAYOR'S REPORT**

Mayor Williams reported that:

- He attended the Medford Water Commission meeting.
- He attended the RVACT meeting with the City of Eagle Point to support funding for an Eagle Point project.
- He attended the TRADCO meeting on transportation issues in the valley.
- He attended the Study Session.

#### **X. CITY MANAGER'S REPORT**

City Manager Chris Clayton reported that:

- The Finance Department will be conducting interviews next week to fill two vacant positions created by retirements.
- The yearend financials will be available next month.
- He has received positive feedback on the last city newsletter. People liked the article on the Downtown plan and the State of the City address.
- He is requesting that Council go into Executive Session to discuss possible real property transactions.

#### **XI. COUNCIL REPORTS**

All Council members reported that they attended the Study Session.

#### **XII. DEPARTMENT REPORTS**

Community Development Director Tom Humphrey reported that:

- Staff has been working on Sign Code Amendments and they are ready to be sent to the state for review.
- He is assembling the next group of business owners to attend the Boot Camp.

Police Chief Kris Allison reported that:

- She is very proud of her department for the way they handled a residential burglary in progress. With the help of a citizen they were able to apprehend the suspect quickly.
- There will be an event called the Color Run at the expo on Saturday. The city was not included in the planning of this event. It will cause challenges for our citizens in the Boes Subdivision. The County approved the closure of Upton Bridge without consulting the City.

Parks and Public Works Director Matt Samitore reported that:

- Staff was not informed of the Color Run event until three days ago. He will be having discussions with the County and the Expo regarding closure of roads within our jurisdiction without including us in the planning of such an event. There are over 3,000 participants in this run. Staff is prepared to handle calls from citizens and to assist if possible to keep the traffic issues at a minimum.
- The Oak Street parking lot is open for use. The landscape will be completed soon.
- Hwy 99 paving will begin after the Labor Day weekend. The trees and lights will be installed next week.

### **XIII. EXECUTIVE SESSION – 192.660(2)(e) Real Property Transactions**

**Allen Broderick made a motion to adjourn to Executive Session under ORS 192.660 (2)(e) to discuss Real Property Transactions.** Kelly Geiger seconded. All said “aye” and the Council adjourned to Executive Session at 8:21 pm.

Council returned to regular session at 8:39 p.m. No further action was taken.

### **XIV. ADJOURNMENT**

Allen Broderick moved to adjourn, Rick Samuelson seconded, all said “aye” and the Council Meeting was adjourned at 8:40 p.m.

The foregoing minutes of the August 22, 2013, Council meeting were approved by the City Council at its meeting of September 12, 2013.

Dated:

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

ATTEST:

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



155 South Second Street • Central Point, OR 97502

Ph: (541) 664-5578 • Fax: (541) 664-2705 • [www.centralpointoregon.gov](http://www.centralpointoregon.gov)

**Kristine Allison**

**Chief**

Date: 08/26/2013  
From: Chief Kristine Allison  
To: Honorable Mayor Williams  
Subject: Request for OLCC License

RE: The Point Pub and Grill /Persons associated therewith

Files of the Central Point Police Department contain no information pertinent to the request.

Respectfully,

A handwritten signature in blue ink, which appears to read "Kristine Allison".

Kristine Allison  
Chief of Police  
Central Point Police Department



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

### LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
- Commercial Establishment
- Caterer
- Passenger Carrier
- Other Public Location
- Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

### ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other \_\_\_\_\_

### 90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

### APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

### CITY AND COUNTY USE ONLY

Date application received: 8/20/13

The City Council or County Commission:

Central Point  
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_

(signature)

(date)

Name: Hank Williams

Title: Mayor

### OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 8/15/13

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① The Point Pub and Grill, LLC. ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): The Point Pub and Grill

3. Business Location: 311 East Pine St. Central Point Jackson OR 97502  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: Same as Above  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-301-5402 541-772-5149  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: N/A Type of License: N/A

8. Former Business Name: N/A

9. Will you have a manager?  Yes  No Name: Tyler Hoebet  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Jackson  
(name of city or county)

11. Contact person for this application: Don Berryessa  
(name)  
6011 Hillcrest Rd. 541-772-5149 dberryessa@gmail.com  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant's Signature(s) and Date:

① [Signature] Date 8/13/13 ③ \_\_\_\_\_ Date \_\_\_\_\_

② [Signature] Date 8/13/13 ④ \_\_\_\_\_ Date \_\_\_\_\_

# **Resolution**

## **Inclusion in Jackson County Agricultural Extension Service District**



## ADMINISTRATION DEPARTMENT

140 South 3<sup>rd</sup> Street · Central Point, OR 97502 · (541) 664-3321 · www.centralpointoregon.gov

### STAFF REPORT September 12th, 2013

#### **AGENDA ITEM: A resolution of the Central Point City Council authorizing the formation of the Jackson County 4-H, Master Gardeners, and Agricultural Extension Service District via voter approval**

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#### **STAFF SOURCE:**

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Chris Clayton, City Manager

#### **BACKGROUND:**

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*\*This item is being reintroduced because of a proposed board order by the Jackson County Board of Commissioners. Resolution No. 1373 allowed for the collection of signatures for the formation of an agricultural extension service district. The newly created resolution places the issue of an agricultural extension service district on the ballot for Jackson County voter authorization. Should the Council choose to approve this resolution, and the voters of Jackson County ultimately approve the future ballot measure, areas located within the City of Central Point would be included in the newly created Agricultural Extension Service District.*

OSU, through its Extension and Branch Experiment Station, provides valuable in-formal education, applied research, and a wealth of practical information to Jackson County residents. For the past 100 years, the Jackson County Extension and Research Center has traditionally received a portion of its direct financial support from the County general fund. To ensure that Jackson County Research and Extension Center and its many programs will have stable funding well into the future in order to continue providing unique educational resources, applied research and support for sustainable agriculture to the citizens, agricultural enterprises and businesses of Jackson County, a group of concerned citizens is proposing that a measure to form this service district be placed on the May, 2014 ballot in Jackson County.

The stakeholder group called Friends of Research and Extension (FORE), is requesting a resolution authorizing the formation of the Jackson County 4-H, Master Gardeners, and Agricultural Extension Service District via voter approval on the May 2014 ballot.

#### **FISCAL IMPACTS:**

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If approved, the service district would be funded by a permanent tax rate of up to \$0.05 per \$1,000 of assessed value to provide operating support for the OSU educational and research office in Jackson County, dedicated to ensuring that the Experiment Station and the Extension Service can continue to serve the citizens of Jackson County. This rate would result in a yearly fee of about \$7.84 for the average home in Jackson County, based on a value of \$158,800.

#### **FINDINGS:**

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1. Approval of the associated resolution does not eliminate required Jackson County voter approval of the Agricultural Extension Service District.
2. Should the taxing district ultimately prevail on the May 2014 general election ballot, the newly created taxing district would include all areas within the City of Central Point.

**ATTACHMENTS:**

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1. A resolution of the Central Point City Council authorizing the for the formation of the Jackson County 4-H, Master Gardeners, and Agricultural Extension Service District via voter approval on the May 2014 ballot

**RECOMMENDATION:**

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The City of Central Point has historically allowed the voters of Jackson County to decide on the formation of service/taxing districts. Council adoption of the associated resolution would be consistent with prior decisions.

## **Feasibility Study for a Jackson County 4-H, Master Gardener, and Agricultural Extension Service District**

### **Introduction**

The federal Smith-Lever Act of 1914 established a system of cooperative extension services to be delivered through land grant universities by university agents in individual counties of states with land grant institutions. The county extension agent and county extension services were the result of this legislation. The Act mandated that such services be funded by a combination of federal, state, and county monies.

For nearly 100 years, Oregon State University has had a partnership with Jackson County to extend the knowledge of the land grant university to the citizens of this county. The Jackson County Extension Service was created in 1914 to support local agricultural interests. Since that time, services have expanded in response to the needs of both urban and rural citizens of the County. In 1911, prior to the Smith-Lever Act, the Southern Oregon Experiment Station was established to deliver objective, research-based scientific information to support Jackson County's farmers, orchardists, and vineyardists. Today, the Experiment Station helps agriculturalists develop the best sustainable practices in their fields, and contributes to their remaining competitive in a global economy. Together, the Extension Service and the Experiment Station form the Southern Oregon Research and Extension Center (SOREC), although they continue to maintain separate missions and budgets.

Since the inception of the Extension Service and SOREC, Jackson County has provided significant financial support and other assistance to those programs. Even though Jackson County has provided only about 11% of Extension's budget in recent years, this funding is vital as a match for the federal and state dollars invested in Jackson County through SOREC. Without it, the matching funds cannot be invested and Extension cannot exist.

The agreement between Jackson County and the Branch Experiment Station was that Jackson County would provide the land and buildings at no cost to develop the local Experiment Station, and the Director of Branch Stations would provide state and federal funds to hire the researchers to be housed at the station and funding to run the station. As of July 1, 2013, Jackson County reduced its financial contributions to half of what is needed to operate minimum service levels.

Like many counties in Oregon, Jackson County is under severe budget constraints. In 2006, the Board of County Commissioners (Board) and the County Administrator, understanding that the County's commitment to SOREC was critical to its existence, moved the Extension operational budget from the general fund ledger to the economic development section of the County budget. This shift was intended to render the SOREC budget less vulnerable to budget cuts. Unfortunately, the recent financial crisis forced the Budget Committee and Board to consider cuts to SOREC and numerous other County-funded programs to reduce the drain on the County's budget reserves. Early in 2013, in its initial recommendations, the Budget Committee of Jackson County recommended the complete defunding of SOREC. This would have resulted in the closure of Extension and nearly all of its many programs. At its May 22, 2013 meeting, the Board voted to reinstate funding for SOREC for six months, at the Extension Administrator's recommended level for 2013-14. At this time, funding to support SOREC's operations for the remaining six months of the 2013-14 fiscal year, and in future years, is uncertain.

Because of the many vital services provided to the citizens and businesses of Jackson County by both the Extension Service and Experiment Station at SOREC, it is critical that a sustainable, secure and

steady funding source be found. This feasibility study details SOREC's contributions to Jackson County, its relationship to other county service providers, and the feasibility of creating sustainable funding through the formation of a service district.

### **SOREC's Role in Jackson County**

SOREC is located on Hanley Road near Central Point. It supports programs of practical and relevant interest to citizens in both rural and urban environments in Jackson County. Programs and program staff are valued and trusted by the community because of their responsiveness to the issues that most strongly resonate within the community.

Both of SOREC's units serve as front doors to Oregon State University, Oregon's land grant university, and its resources. SOREC makes the research and knowledge base of OSU available in communities throughout the County, a role it has played since the early 1900's.

Extension's resources and programs center on building and strengthening sustainable communities and economies, sustaining natural resources and agriculture, and enhancing the health of youth, families, and older adults. Information is disseminated by SOREC staff via workshops, classes, tours, and demonstrations. This high-quality, research-based information meets the community's demand for reliable, easy-to-access education for an increasingly diverse, growing and changing population, providing lifelong educational opportunities.

SOREC's professional staff works cooperatively with numerous community partners. In addition, staff members develop and train a network of volunteers that expands the reach of services into all corners of the County. Volunteers are trained as 4-H Leaders, Master Gardeners, Master Woodland Managers, Land Stewards, Master Food Preservers, and as educators in healthy aging. In 2012, this combination of professional staff and trained volunteers enabled SOREC to make more than 42,000 contacts with county residents.

SOREC's Extension activities in Jackson County are currently organized into the following program areas, each of which provides a combination of educational programs and skill development activities and information services, supplemented by a vast library of user-friendly publications and web-based resources:

#### 4-H Youth Development

- Club projects in civics and leadership, science and technology, animal husbandry, natural science, horticulture, and expressive arts
- After-school and summer youth natural resource programs
- County Fair and Spring Lamb Show
- Interstate Exchange
- Leadership development retreats
- OSU Summer Conference
- Know Your Government program
- 4-H Leader volunteer program

#### Livestock and Forage

- Beef and sheep production, marketing, nutrition and reproduction
- Pasture and hay soil management
- Hay testing and feeding regimen assistance
- Noxious weed management and pesticide safety
- Soil testing and fertilization recommendations

### Forestry and Natural Resources

- Silviculture (forest tending), reforestation, forest health, forest ecology, timber harvesting and marketing, tax mitigation, habitat development, watershed management, vegetation management, tree physiology, pesticide safety
- Wood products and biomass utilization
- Tree health advice and forest management plan development
- Tree School
- Master Woodland Manager volunteer program
- Land Stewards volunteer program

### Horticulture

- Commercial horticulture problem-solving, production education, marketing, food storage, food safety, and integrated pest management
- Water-wise plant selection and water conservation, pruning and grafting, landscape maintenance, efficient use of fertilizers and pesticides
- Impact of water on grape production and wine quality
- Wine-grape industry marketing
- Youth natural resource education
- Horticultural problem solving and Plant Clinic
- Urban Master Gardener education and volunteer program

### Nutrition and Food Science

- Food preparation, safety and preservation
- Nutrition education
- Pressure canner testing service
- Master Food Preserver volunteer program

### Healthy Aging

- Living Well health and wellness education
- Living with chronic conditions
- Strong Women specialized exercise program

### **Collaboration with Other County Agencies**

While other organizations and agencies provide educational services in Jackson County, Extension is unique in its scope and capacity. Consider the following examples:

The public schools in Jackson County educate youth; Extension's 4-H Youth Development Program provides an array of after-school, in-school and club-based learning opportunities that build leadership skills, foster responsibility, engage youth in citizenship, and enhance their appreciation of natural resources and our environment. According to the *Report of the Findings from the First Eight Years of the 4-H Study of Positive Youth Development* (Tufts University and the National 4-H Council, 2012), youth in 4-H programs are:

- 3.5 times more likely to contribute to their communities;
- 1.5 times more likely to have positive youth development;
- 1.6 times more likely to go to college;
- Less likely to develop depressive symptoms and delinquent behavior.

Rogue Community College provides higher education and workforce training opportunities in automotive, manufacturing, medical and other non-agricultural fields; SOREC brings cutting-edge

research knowledge to farmers, ranchers, foresters, and other natural resource managers, and helps them integrate this information into their production and marketing efforts. SOREC:

- Educates new landowners on farming and forestry practices, horticultural commodities and cropping systems specific to this area;
- Emphasizes sustainable and organic production;
- Provides innovative problem-solving techniques and alternative pest control;
- Disseminates information and resources on emerging production practices and technology;
- Advises on business plan development and direct marketing;
- Supports local food production;
- Promotes water quality and watershed health and management;
- Preserves and conserves open space by protecting agriculture's viability in the region and evaluating alternative land use.

The County's Health and Human Services Division, and our local health care industry provide services to treat health conditions; SOREC's food safety and Living Well programs help Jackson County residents avoid food-related illnesses, take advantage of our abundant, locally-grown produce, and help our senior citizens to maintain a healthier life. SOREC:

- Provides unduplicated health promotion and prevention programs for aging adults;
- Offers Living Well programs which reduce emergency room visits and result in fewer healthcare provider visits;
- Helps food pantry clients stretch their limited food dollars and enjoy a healthier diet.

Various state, federal and county agencies provide technical and financial assistance to landowners and enforce land use regulations; SOREC works proactively to teach landowners best management practices that maintain productivity and financial viability on a sustainable basis—a major contribution to Jackson County's economy.

SOREC connects our community to OSU and its resources by providing:

- Staff members who know the needs of this community because they live and work here, and are passionate about what they do;
- Timely responses to questions and applied knowledge and skills as it has for more than 100 years;
- Explanation and implementation of new and complex technologies that respond to the needs, conditions and opportunities of this region;
- The belief that when the community is successful, SOREC is successful.

The scientists of SOREC's Southern Oregon Experiment Station support the Extension mission by conducting applied research in the areas of tree fruit pathology, horticulture, viticulture, and integrated pest management, and disseminating that information to local agricultural producers. SOREC staff members also support the County's small farms, whether long-established or newly launched. This service is highly relevant in this community that highly values safe, sustainable, healthy, local food production and the protection of our farmlands.

SOREC's research activities in Jackson County that support the local Extension Service mission and the programs identified above are currently organized in the following areas:

#### Pathology-Horticulture Program

- Problem-solving research, and extension outreach education to develop and implement strategies for managing diseases and disorders in fruit production with minimal use of pesticides
- Opportunity-creating research to introduce new methods to increase fruit quality, expand marketing, or increase production efficiency

### Viticulture Program

- The newest program at SOREC, its current focus is on improving production efficiencies, irrigation, integrated pest management, canopy management, plant nutrition and vineyard mechanization, while encouraging responsible natural resource management
- Extensive cooperation with the Southern Oregon Wine Grape Association to enhance local viticulture and enology

### Pest Management Program

- Development of ecologically sound methods to manage insect and mite pests
- Outreach education for growers to speed the implementation of effective new methods to manage pests
- Development of alternatives to conventional broad-spectrum pesticides
- Field-tests of new technologies and products
- Design of appropriate pest monitoring techniques
- Outreach education to enable local growers to make need-based pest control decisions

SOREC serves county residents across all age groups, social classes, occupations and avocations. In 2012, the Southern Oregon Research and Extension Center delivered more than 1,000 high-quality educational programs, workshops, and projects that reached more than 42,000 residents. More than 2,000 youth from 4<sup>th</sup> through 12<sup>th</sup> grades participated in SOREC's 4-H youth development programs. SOREC is also an important information broker to the entire community. If SOREC's faculty, staff or volunteers can't answer a question, they refer it to someone who can.

### **Partnership Opportunities**

SOREC staff members work hard to use limited funding resources effectively. They look for opportunities to extend program reach through partnerships with other organizations and by reducing duplication of programs and projects.

### **Jackson County Funding Situation**

SOREC depends on county, federal and state funds to provide the funding base for its operations. In recent years, Jackson County funds have provided about 11% of the budget for Extension and the land and buildings occupied by SOREC have been provided rent-free. Prior to July 1, 2013, the County's financial contributions funded building and grounds maintenance, custodial service, clerical support and various operational costs for SOREC. As of this writing, Jackson County Commissioners are now asking SOREC to pay maintenance fees for the buildings and grounds it occupies.

Federal and state governments support specific projects with grants, and pay a portion of the statewide programs and faculty salaries. Since the early 1900's, Oregon State University has maintained this partnership among the government agencies here in Jackson County, but as revenues have shrunk at all levels of government, OSU and Jackson County are unable to provide previous levels of funding.

### **SOREC Funding Options**

Grant writing, fees for services and generation of local program support are a regular component of SOREC faculty members' jobs, yielding about \$600,000 annually for SOREC programs and accounting

for about 30% of program resources. Although it might appear that shifting more efforts toward writing and obtaining grants would be an option, in all likelihood such a shift would result in a dramatic change in emphasis in order to meet narrowly-defined grant requirements. This change in focus would markedly decrease programs and service to the residents of Jackson County.

It has also been recommended that SOREC increase revenue by collecting more money from its various program associations, soliciting donations from the community, conducting raffles, and/or charging more for services and classes. However these sources of revenue are not sufficient to backfill the county general fund dollars that have supported SOREC for the past 100 years.

The Friends of Research and Extension (FORE), a diverse group of stakeholders from this county, has reviewed many options to provide a secure and sustainable funding source for SOREC. This group has determined that it is necessary to ask the citizens of Jackson County to support the formation of a county service district. This district would have an associated tax base specifically dedicated to the support of all of the Extension Service programs in Jackson County. The district would provide operations support for the SOREC office including office, lab and equipment space; secretarial support; program assistance; program supplies; utilities and equipment; and the maintenance of equipment and buildings.

### **SOREC Capacity for Expanded Community Service**

FORE has reviewed SOREC programs and activities, and has identified a number of issues to which SOREC is well-positioned to respond. These include supporting rural economies dependent upon agricultural and wood products industries, facilitating interactions in the rural/urban interface to resolve potential frictions, supporting an increasing number of older adults in our population, promoting the sustainable management of natural resources, and building on family values to provide positive youth development activities. Extension stakeholders have consistently rated youth development as a high priority for faculty staffing, followed closely by agriculture, forestry, food and food safety, and healthy living. Faculty positions, funded by state and federal dollars, provide programming in these areas, but are dependent upon County-based or community-based resources for program support.

### **Proposal**

The Friends of Research and Extension group recommends that SOREC maintain its offices at the current location, and that programs continue in 4-H youth development, natural resources and forestry, family community development (food safety, nutrition and programs for aging), viticulture and horticulture (both urban and commercial agriculture) outreach and applied research. FORE recommends that a service district be formed to provide local support for SOREC's operations, including funding (initially) two full-time secretaries, program assistants, summer program aides, and a building/property manager. FORE also recommends that the service district provide funding for management and maintenance of the buildings, farm equipment and grounds at SOREC's location on Hanley Road in Central Point.

### **District Governance**

Funds collected by the service district would be used solely in support of SOREC programs that qualify for service district funding, including a wide array of Extension educational programs responding to local needs, and the research activities that inform those programs. SOREC would continue to provide services through a memorandum of understanding with Oregon State University and the district. The County Board of Commissioners would be the service district's governing body, as required by statute.

### **Summary**

OSU, through its Extension Service and Branch Experiment Station, provides valued non-formal education, applied research, and a wealth of practical information to Jackson County residents. These

services have been supported in part by direct financial support from the county general fund for the past 100 years. To assure that the Southern Oregon Research and Extension Center and its many programs will have stable funding and will be able to continue to provide educational resources, applied research and support for sustainable agriculture to the citizens, agricultural enterprises and businesses of Jackson County, the Board recommends that a measure to form this service district and to provide a permanent tax base be placed on the May 2014 ballot in Jackson County.

The service district would be funded by a permanent tax rate limit of up to \$0.05 per \$1,000 of assessed value to provide operating support for the OSU educational and research activities and programs that qualify for service district funding in order to ensure that the Experiment Station and the Extension Service can continue to serve the citizens of Jackson County. This rate would result in a maximum yearly fee of about \$8.45 for the average home in Jackson County with an assessed value of \$169,000.

## CURRENT AND PROPOSED EXTENSION SERVICE BUDGET

	Original Budget		Budget			Total Base Budget
EXTENSION EXPENSES 2013-14	FTE	FY 13-14	FTE	Adjustments	Comments	FY 13-14
Administrative Assistant	0.4	\$ 27,623	0.1	\$ 6,627	Reflect % of work conducted for Extension vs. Research	\$ 34,250
Office Assistants	1.5	\$ 77,824	0.5	\$ 30,114	Additional staff needed to meet needs of ~30 staff	\$ 107,938
Land Steward Coordinator			0.5	\$ 41,851	Staffing needed to optimize program goals	\$ 41,851
Master Gardener Coordinator			0.5	\$ 44,261	Staffing needed to optimize program goals	\$ 44,261
4-H Program Assistant			1.0	\$ 53,177	Staffing needed to optimize program goals	\$ 53,177
Building & Property Manager			0.5	\$ 31,346	Staffing needed to ensure property and buildings maintained	\$ 31,346
<b>Total Salaries &amp; Wages</b>		<b>\$ 105,447</b>		<b>\$ 207,376</b>		<b>\$ 312,823</b>
Office, Administrative & General Operating Supplies		\$ 5,452		\$ 2,500	Additional supplies needed to support Extension activities of	\$ 7,952
Books, Publication & Other Reference Materials		\$ 2,108		\$ 1,900	Research Station staff (local funding necessary in order to secure	\$ 4,008
Office Equipment/Repair		\$ 1,742		\$ 5,000	state and federal funding for the Experiment Station)	\$ 6,742
Telephone/Telecommunications/Network Connectivity		\$ 6,073		\$ 1,000		\$ 7,073
Postage/Freight		\$ 2,790		\$ 500		\$ 3,290
Utilities & Garbage		\$ 16,995		\$ 4,000		\$ 20,995
Duplicating & Copying Expenses		\$ 12,626		\$ 2,500		\$ 15,126
Travel & Training		\$ 13,656		\$ -		\$ 13,656
Contracted Services/Laundry, Printing		\$ 3,722		\$ 500		\$ 4,222
Jackson County Facility Maintenance		\$ 39,603		\$ 50,000	Additional funding to cover deferred maintenance/repairs	\$ 89,603
County Fair				\$ 20,000	Transfer line item in County budget for judges and awards	\$ 20,000
Service District Admin (Insurance/Audit/Other?)				\$ 5,000	Rough estimate, only if activities required	\$ 5,000
<b>Total Services, Supplies, Travel</b>		<b>\$ 104,767</b>		<b>\$ 92,900</b>		<b>\$ 197,667</b>
<b>TOTAL EXPENSES</b>		<b>\$ 210,214</b>		<b>\$ 300,276</b>		<b>\$ 510,490</b>

*Total County Assessed Valuation	\$16,095,995,926
0.01	\$ 160,960
0.02	\$ 321,920
0.03	\$ 482,880
0.04	\$ 643,840
0.05	\$ 804,800

\* Value to calculate taxes Oct.2012

**Approving a Jackson County Order to Initiate Formation of a Jackson County Agricultural Extension Service District and Consenting to the Inclusion of the City of Central Point within the Boundaries of the District**

RECITALS:

- A. The Jackson County, Oregon, Board of Commissioners intends to form a county agricultural educational extension service district under the authority of ORS 451.010(1)(i). The name of the proposed district is the Jackson County 4-H, Master Gardener and Agricultural Extension Service District (hereinafter "District"). The proposed District would have authority to fund agricultural and extension educational program activities for all county residents.
- B. The Jackson County Board of Commissioners may initiate the formation of the District by adopting an order under authority of ORS 198.835. The Board proposes to include all county territory within the boundaries of the proposed District.
- C. Jackson County voters will be asked to establish a permanent property tax rate limit of \$.05 per \$1,000 for the District's operations as authorized by ORS 451.547.
- D. The territory of the City may only be included within the boundaries of the District if the City Council adopts a resolution approving the proposed County order initiating the formation of the Jackson County 4-H, Master Gardener and Agricultural Extension Service District. The proposed order is attached hereto.
- E. The City Council believes an extension service district will improve opportunities to meet the needs for youth, family, community and natural resources informational services for all City residents.

The City of Central Point resolves as follows:

The City of Central Point, Oregon, hereby consents to the inclusion of all the territory of the City within the boundaries of the proposed Jackson County 4-H, Master Gardener and Agricultural Extension Service District, and approves the Jackson County Board of Commissioners' proposed order initiating the formation of that district in substantially the form attached hereto.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST

\_\_\_\_\_  
City Manager/Recorder

BEFORE THE BOARD OF COMMISSIONERS OF JACKSON COUNTY  
FOR THE STATE OF OREGON

IN THE MATTER OF INITIATING FORMATION    )  
OF A JACKSON COUNTY AGRICULTURAL        ) ORDER NO. \_\_\_\_\_  
EXTENSION SERVICE DISTRICT            )

WHEREAS, for nearly 100 years, Oregon State University has partnered with Jackson County, through the Jackson County Extension Service (“Extension Service”), to provide objective, research-based, scientific information to support Jackson County’s farmers, gardeners, orchardists, and vineyardists; and

WHEREAS, the Extension Service depends on county, federal and state funds to provide a funding base for its operations; and

WHEREAS, like many counties in Oregon, Jackson County is facing significant budget constraints due to the loss of certain federal funding streams and is unable to continue providing financial support to the Extension Service; and

WHEREAS, without direct financial support from Jackson County, the Extension Service reports it will be unable to continue its operations in Jackson County; and

WHEREAS, a citizens group, the Friends of Research and Extension (FORE), has asked the Jackson County Board of Commissioners to initiate the formation of an agricultural education service district, with a permanent property tax rate limit, to assure the Extension Service and its many programs will have stable funding to continue providing educational resources, applied research and support for sustainable agriculture practices to the citizens, agricultural enterprises and businesses of Jackson County.

Now, therefore,

The Board of Commissioners of Jackson County (Board) ORDERS:

1. The Board intends to initiate formation of an agricultural extension service district to serve Jackson County pursuant to ORS 451.010(1)(i) and ORS Chapter 451, which is the principal act governing the formation of such a district; and

2. The name of the proposed district is the Jackson County 4-H, Master Gardener and Agricultural Extension Service District (hereinafter “District”); and

3. The boundaries of the District shall include all territory within Jackson County, less the territory within any incorporated city that chooses not to be part of the District; *[If any city opts out, the following language would be inserted into the final order – “The city or cities choosing not to be included within District territory are: list.];* and

4. As required by ORS 198.835(3), certified copies of City Council Resolutions of each city approving this Initiation Order and formation of the District are attached; and

5. The District will have the general powers granted by ORS Chapter 451 (the “Principal Act”) and the specific powers granted by ORS 451.550. The District will provide agricultural educational extension services as permitted by ORS 451.010(1)(i); and

6. The Jackson County Board of Commissioners will serve as the governing body of the District as required by ORS 451.485; and

7. Jackson County voters will be asked to establish a permanent property tax rate limit of \$.05 per \$1,000 for the District’s operations as authorized by ORS 451.547. The District will have authority to levy and collect general property taxes up to the approved rate limit to fund its operations.

8. Pursuant to ORS 198.800 and 198.835, a public hearing on the formation of the Jackson County 4-H, Master Gardener and Agricultural Extension Service District shall be held at the Board’s regular meeting on December 18, 2013, beginning at 9:30 a.m., in the auditorium of the Jackson County Courthouse, 10 S. Oakdale, Medford, Oregon 97501. All interested persons may appear and be heard. At this hearing, the Board will hear testimony and receive written comment on the proposed formation of this District, including information about county Extension programs and volunteer efforts; agricultural, forestry and natural resource research needs; economic feasibility; and the permanent tax rate limit. At the conclusion of the hearing, the Board shall determine, in accordance with criteria described in ORS 198.805 and 199.462, whether Jackson County could be benefited by the formation of the agricultural extension service district and whether the County should continue with the formation process.

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9. Notice of the hearing shall be provided to interested persons in accordance with ORS 198.800(2) and 198.730.

DATED this \_\_\_ day of \_\_\_\_\_, 2013.

JACKSON COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Don Skundrick, Chair

\_\_\_\_\_  
John Rachor, Commissioner

\_\_\_\_\_  
Doug Breidenthal, Commissioner

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

# **Resolution**

## **Approving Purchase of 48 Third Street and Adoption of Purchase and Sale Agreement**



**ADMINISTRATION DEPARTMENT**

140 South 3<sup>rd</sup> Street · Central Point, OR 97502 · (541) 664-7602 · www.centralpointoregon.gov

**STAFF REPORT**

September 12th, 2013

**AGENDA ITEM: Resolution approving an offer to purchase real property located at 48 Third Street and recommending adoption of a purchase and sale agreement for such real property.**

Consideration of Resolution No. \_\_\_\_\_ Recommending: (1) Adoption of a resolution approving a purchase and sale agreement offer associated with real property, including all improvements located on the property commonly known as 48 Third Street, Jackson County Assessor’s Map No. 372W10AA and Tax Lot 3100; (2) Authorizing the City Manager to make the offer to purchase the Property upon the terms and conditions specified in the attached purchase and sale agreement; and (2) Authorizing the City Manager to execute the attached purchase and sale agreement.

**STAFF SOURCE:**

Chris Clayton, City Manager

**BACKGROUND/SYNOPSIS:**

As early as 2002 the City of Central Point developed interest in acquiring the property located at 48 Third Street (the “Property”). The original interest in the Property was a product of the 1997 City of Central Point Strategic Plan that identified the Property as a future public parking facility. Recently, the City completed construction of a congestion mitigation/air quality (CMAQ) funded public parking facility adjacent (westerly) to the Property. The Property can be used for the future expansion of the recently completed parking lot, or redevelopment property (see Fiscal Impact).

**FISCAL IMPACT:**

An Oregon Department of Transportation initiated appraisal valued the subject property at \$100,308 in late 2011. Given recent trends in commercial real estate values, the offer proposed in the attached purchase and sale agreement is consistent with current real market value. That being said, current commercial property market trends are unlikely to produce an immediate return on the proposed investment. However, preparing this property for future development will allow the city to recovers costs in the short to medium term. Furthermore, as downtown parking demand increases, the council may ultimately decide to develop the Property as an expanded public parking facility.

Should the City Council ultimately acquire the Property, the Central Point Community Development Department has outlined four potential scenarios for the Property’s future use:

1. **Residential**: The property is zoned HMR, which is intended primarily for high residential use. The challenge is meeting the minimum density standard which requires that the Property be developed with a minimum 5 units.
2. **Commercial**: Although commercial uses are limited in the HMR district the Property could accommodate approximately 3,000 to 4,000 square-feet of commercial floor area.
3. **Mixed-Use**: For mixed-use the only reasonable type of development would be live/work units; i.e. a small studio on the ground floor.
4. **Public Parking**: The Property can be used for additional public parking. Within the general project area parking is at a premium and as the downtown gets more vibrant parking demand will increase.

### **FINDINGS:**

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The 2007 City of Central Point Strategic Plan identifies the following findings associated with **Downtown Revitalization and Beautification**:

1. **Goal 1** – Enhance Central Point’s downtown as a culturally unique and vibrant focal point that bridges the past and present and embraces the future.
  - a) Work with the Downtown merchants, the Chamber of Commerce and other stakeholders to create a marketing plan, actively recruit key business and build the Downtown into a destination;
  - b) Get ‘buy-in’ from property owners to make private improvements;
  - c) Support public and private improvement projects and activities that enhance the beautification of Downtown.
2. **Goal 2** – Create a plan to revitalize and redevelop the Downtown in support of retail, office, housing, arts and entertainment.
  - a) Maximize private investment and public ownership in the revitalization process.

### **ATTACHMENTS:**

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Resolution recommending: (1) Adoption of a resolution approving a purchase and sale agreement offer associated with real property, including all improvements located on the Property commonly known as 48 Third Street, Jackson County Assessor’s Map No. 372W10AA and Tax Lot 3100; (2) Authorizing the City Manager to make the offer to purchase the Property upon the terms and conditions specified in the attached purchase and sale agreement; and (3) Authorizing the City Manager to execute the attached purchase and sale agreement.

1. Purchase and sale agreement for the property commonly known as 48 Third Street, Jackson County Assessor’s Map No. 372W10AA and Tax Lot 3100.
2. Promissory note for the property commonly known as 48 Third Street, Jackson County Assessor’s Map No. 372W10AA and Tax Lot 3100.

3.

**RECOMMENDATION:**

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Council approval of a resolution authorizing the City Manager to make the offer to purchase the Property upon the terms and conditions specified in the attached purchase and sale agreement, approving said purchase and sale agreement, and authorizing the City Manager to execute said purchase and sale agreement for real property located at 48 Third Street, Central Point, Oregon.

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

A RESOLUTION APPROVING AN OFFER TO PURCHASE REAL PROPERTY  
LOCATED AT 48 THIRD STREET, JACKSON COUNTY ASSESSOR'S MAP NO.  
372W10AA TAX LOT 3100 AND RECOMMENDING ADOPTION OF A PURCHASE  
AND SALE AGREEMENT FOR SUCH REAL PROPERTY

RECITALS:

- A. Oregon Revised Statute Chapter 271 authorizes the City of Central Point to enter into financial agreements for the purpose of acquiring real or personal property that the City Council deems necessary.
- B. The City of Central Point City Council has deemed the purchase of 48 Third Street, Jackson County Assessor's Map No. 372W10AA and Tax Lot 3100 is in the best interest of the City of Central Point in accordance with the goals established by the 2007 City of Central Point strategic plan.

The City of Central Point resolves:

**Section 1.** The attached purchase and sale agreement for the acquisition of real property located at 48 Third Street, Jackson County Assessor's Map No. 372W10AA and Tax Lot 3100 (the "Property") is approved.

**Section 2.** The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to make the offer to purchase the Property upon the terms and conditions specified in the attached purchase and sale agreement which will remain valid for a defined period, but shall become null and void if not executed by the seller, on or before October 15<sup>th</sup>, 2013.

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

Passed by the Council and signed by me in authentication of its passage this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

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

# ATTACHMENT

## PURCHASE AND SALE AGREEMENT

DATE: \_\_\_\_\_, 2013

SELLER: City of Central Point  
140 S. Third Street  
Central Point, OR 97502

BUYER: Charles Sinyard  
12311 Blackwell Road  
Central Point, OR 97502

### Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on it commonly known as 48 Third Street, Jackson County Assessor's Map No. 372W10AA and Tax Lot 3100 (the "Property"). The legal description is attached hereto as Exhibit "A", incorporated herein by reference.

### Agreement

Now, therefore, for valuable consideration, the parties agree as follows:

**1. Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of 100,000.00 (the "Purchase Price").

**2. Payment of Purchase Price.** The Purchase Price shall be paid as follows:

**2.1** The Purchase Price, in the initial amount of \$100,000.00, shall bear interest at the rate of three and three quarter percent (3.75%) per annum from the Closing Date and shall be paid to Seller pursuant to the terms of a promissory note, in substantially the form provided in Exhibit "B", incorporated herein by reference, with Seller as Noteholder and Buyer as Borrower, as follows:

(1) Monthly payments in the amount of \$1000.61 shall be paid into a collection escrow account, including principal and interest. Buyer shall pay the monthly collection escrow fees.

(2) On or before October 1, 2023, Buyer shall pay Seller the entire unpaid balance of the Purchase Price, plus any accrued interest thereon.

(3) Buyer may prepay all or any portion of the unpaid balance of the Purchase Price at any time without penalty or premium. Any prepayments shall be applied first to interest and the balance, if any, shall be applied to principal.

(4) The promissory note shall be secured by a first trust deed on the Property, in substantially the form attached hereto as Exhibit "C" incorporated herein by reference.

(5) The trust deed shall provide, among other matters, that Buyer may not sell or transfer any interest in the Property or permit any lien or encumbrance to attach to the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld.

**4. Closing.** Closing shall take place on or before \_\_\_\_\_ (the "Closing Date"), at the offices of First American Title Insurance Company of Oregon, 1225 Crater Lake Avenue, Suite 101, Medford, OR 97504. Each party shall pay one-half of the escrow fee.

**5. Preliminary Title Report.** Within 10 days after full execution of this Agreement, Seller shall furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Buyer are referred to below as the "Permitted Exceptions." If Buyer notifies Seller of disapproval of any exceptions, Seller shall have 15 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 15 days after expiration of such 15-day period, in which event the earnest money shall be refunded to Buyer and this Agreement shall be null and void.

## **6. Conditions**

**6.1** Buyer's obligation to purchase the Property is contingent on Buyer's approval of its physical inspection of the Property, which may include, but shall not be limited to environmental evaluations and surveys. Buyer shall have until the Closing Date to complete its physical inspection of the Property.

**6.2** Buyer and its agents shall have full access to the Property for the purpose of conducting Buyer's inspections. If Buyer is not satisfied, in its sole discretion, with the result of Buyer's inspections, Buyer may terminate this Agreement by written notice to Seller given at any time before the applicable date set forth above, in which event the earnest money shall be refunded to Buyer. If Buyer fails to give any such notices of termination within the applicable time period, the respective condition will be deemed satisfied or waived. Buyer shall indemnify, hold harmless, and defend Seller from all

liens, costs, and expenses, including reasonable attorney's fees and other costs of defense, arising from or relating to Buyer's, and Buyer's agents, activities on the Property. This agreement to indemnify, hold harmless and defend Seller shall survive closing or any termination of this Agreement.

**7. Deed.** On the Closing Date, Seller shall execute and deliver to Buyer a Warranty Deed, conveying the Property to Buyer, free and clear of all liens and encumbrances except the Permitted Exceptions.

**8. Title Insurance.** Buyer may secure title insurance at Buyer's sole cost and expense.

**9. Taxes; Prorates.** Real property taxes for the 1013-14 tax year and other usual items shall be prorated as of the Closing Date.

**10. Possession.** Buyer shall be entitled to possession immediately upon closing.

**11. Seller's Representations.** Seller represents and warrants to Buyer as follows:

(1) Seller has no knowledge and has received no written notice of any liens to be assessed against the Property.

(2) Seller has no knowledge and has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property.

(3) Seller has no knowledge that the Property has ever been used for the storage or disposal of any hazardous material or waste. Seller has no knowledge of environmentally hazardous materials or wastes contained on or under the Property, and Seller has no knowledge that the Property has been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.

All representations and warranties contained in this Agreement will survive closing and the conveyance of the Property to Buyer.

**12. Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns.

**13. Attorney Fees.** In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

**14. Notices.** All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

**15. Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

**16. Applicable Law.** This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

**17. Acceptance.** This Agreement shall be null and void unless executed by Buyer, on or before \_\_\_\_\_, 2013.

**18. Authority.** The persons signing this Agreement on behalf of Buyer and Seller each, respectively, represent, covenant and warrant that each has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement.

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

SELLER:

BUYER:

CITY OF CENTRAL POINT, a municipal corporation

By: \_\_\_\_\_  
Charles Sinyard

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

Dated: \_\_\_\_\_, 2013

Dated: \_\_\_\_\_, 2013

# EXHIBIT B

## PROMISSORY NOTE

\$100,000.00

\_\_\_\_\_, 2013  
Central Point, Oregon

1. Obligation; Loan Amount.

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to Charles Sinyard, or order ("Noteholder"), the principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) with interest on the unpaid principal balance from the date of this promissory note ("Note") and at the rates specified in Section 3 below. Principal and interest shall be payable at such place as Noteholder may designate.

2. Loan Term.

All indebtedness owing to Noteholder pursuant to this Note shall be due and payable on or before October 1, 2023. This date shall be the "Date of Maturity" of the obligations evidenced by this Note owing to Noteholder.

3. Interest Rate.

The principal balance owing pursuant to this Note shall accrue interest at the rate of Three and Three Quarter percent (3.75%) per annum ("Regular Interest"). In the event any payment required of Borrower pursuant to this Note becomes past due for a period of 10 days or more, or in the event of the failure of Borrower to perform any of the terms or conditions of the trust deed which secures payment of this Note, or any other documents executed by Borrower contemporaneously herewith, the principal balance owing pursuant to this Note shall, automatically and without further notice to Borrower, accrue interest at an annual rate equal to five percent (5%) more than the Regular Interest rate until such time as the delinquent payment is paid or the default is cured ("Default Interest"). The difference between Regular Interest and Default Interest shall be due and payable immediately when the additional interest accrues, and Noteholder may (a) refuse any late payment or any subsequent payment unless accompanied by such additional interest, or (b) treat the failure to pay such additional interest as a default hereunder. The acceptance of payments or performance by Noteholder shall not be deemed a waiver of Noteholder's right to collect Default Interest. Interest shall be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

1 - Promissory Note

4. Payments.

Borrower shall pay monthly installments of One Thousand and 61/100 Dollars (\$1,000.61), with a final payment due October 1, 2023 in the amount of \$997.50. With each monthly installment payment, Borrower shall pay any additional interest which has accrued as a result of the Default Interest provisions of Section 3. The first installment shall be due on November 1, 2013, and subsequent installments shall be due the same day of each month thereafter until the Date of Maturity. Payments shall be applied first to late charges, if any, then to interest and then to principal. Any prepayment shall not be credited as a future installment payment nor excuse Borrower from making the monthly installment payments provided for in this Note.

5. Default; Attorney's Fees.

If any monthly installment due under this Note is not paid when due, time being of the essence hereof, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Noteholder. Borrower shall pay all of Noteholder's reasonable collection costs, including attorney's fees, even though no civil action is commenced. If suit or action is brought to collect this Note, the Noteholder shall be entitled to collect all reasonable costs and expenses of such suit or action, including, but not limited to, reasonable attorney's fees at trial and on appeal.

6. Maximum Limit.

In no event shall any payment of interest or any other sum payable exceed the maximum amount permitted by applicable law. If it is established that any payment exceeding lawful limits has been received, the Noteholder will credit the excess amount to principal, or, at its option, refund the same.

7. Late Charge.

Borrower shall pay to Noteholder a late charge of five percent (5%) of the amount of any installment or balloon payment not received by Noteholder within ten (10) days after the payment is due. The late charge shall apply individually to all payments past due, and there will be no daily, pro-rata adjustment. Late charges shall be due and payable immediately when the charges accrue, and Noteholder may (a) refuse any late payment or any subsequent payment unless accompanied by such late charge, or (b) treat the failure to pay such late charge as a default hereunder.

8. Cumulative Rights.

No delay or forbearance on the part of the Noteholder in the exercise of any power or right under this Note or under any other instrument executed pursuant hereto shall operate as a waiver thereof, nor shall a single or partial exercise of any other power or right.

2 - Promissory Note

Enforcement by the Noteholder or any security for the payment hereof shall not constitute any election by it of remedies so as to preclude the exercise of any other remedy available to it.

9. Governing Law, Venue and Jurisdiction.

This Note has been executed and delivered in the State of Oregon and the laws of such state shall govern the validity, construction, enforcement and interpretation of this Note. Exclusive venue and jurisdiction for any dispute concerning this agreement shall be in Jackson County, Oregon.

10. Headings.

The headings of the sections of this Note are inserted for convenience only and shall not be deemed to constitute a part hereof.

CITY OF CENTRAL POINT

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



# EXHIBIT C

## TITLE PLANT RECORD REPORT

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF:

Neathamer Surveying Inc  
3126 State Street, Suite 203/PO Box 1584  
Medford, OR 97501  
Phone: (541)732-2869  
Fax: (541)732-1382

Date Prepared : August 28, 2013  
Effective Date : 8:00 A.M on August 23, 2013  
Order No. : 7169-2145173  
Reference : 372W10AA 3100 Fee: \$250.00

The information contained in this report is furnished by First American Title Insurance Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

### REPORT

- A. The Land referred to in this report is located in the County of Jackson, State of Oregon, and is described as follows:  
  
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:  
  
As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.
- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:  
  
As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.
- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:  
  
As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

**EXHIBIT "A"**  
**(Land Description Map Tax and Account)**

LOTS 15 AND 16, BLOCK 7 IN THE CITY OF CENTRAL POINT, JACKSON COUNTY, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF, NOW OF RECORD.

Map No.: 372W10AA 3100  
Tax Account No.: 1-066538-1

Situs Address as disclosed on Jackson County Tax Roll:

48 S Third Street, Central Point, OR 97502

**EXHIBIT "B"**  
**(Vesting)**

Charles D. Sinyard and Frankie A. Sinyard, as Trustees for the Charles & Frankie Sinyard Revocable Trust  
under Trust Agreement dated October 14, 2011

**EXHIBIT "C"**  
**(Liens and Encumbrances)**

1. Taxes for the fiscal year 2013-2014 a lien due, but not yet payable.
2. City liens, if any, of the City of Central Point.
3. The premises herein described are within and subject to the statutory powers of the Rogue Valley Sewer Services.
4. Unrecorded leases or periodic tenancies, if any.
5. This Title Plant Record Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a County other than the County wherein the premises are situated and no liability is assumed if a Financing Statement is recorded in the Office of the County Clerk (Recorder) covering timber, fixtures or crops, on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.
6. In order to insure a transaction involving the herein named trust, we will need to be provided a Certification of Trust pursuant to ORS 130.800 through ORS 130.910.

## DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
  - (a) "Customer": The person or persons named or shown as the addressee of this report.
  - (b) "Effective Date": The effective date stated in this report.
  - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
  - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
  
2. **Liability of the Company.**
  - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
  - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
  - (c) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
  - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
    - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
    - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
    - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
    - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
    - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
    - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
    - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
  
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
  
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

**37 2W 10AA**  
 TOWNSHIP RANGE SECTION  
 THIS MAP IS FOR LOCATION PURPOSES ONLY  
 NO LIABILITY IS ASSUMED FOR VARIATIONS  
 DISCLOSED BY SURVEY OR COUNTY RECORDS  
 FIRST AMERICAN TITLE



SEE MAP 37 2W 11B

**6-7**

5000  
2.18 Ac

CAP091213

Page 69 of 8591  
 VACATED 140101



**First American**

**First American Title Company of Oregon**

1225 Crater Lake Ave, Ste 101

Medford, OR 97504

Phone: (541)779-7250 / Fax: (866)400-2250

PR: NWEST

Ofc: 7169 (1295)

**Final Invoice**

**To:** Neathamer Surveying Inc  
3126 State ST STE 203 PO BOX 1584  
Medford, OR 97501

**Invoice No.:** 1295 - 716945952

**Date:** 08/28/2013

**Our File No.:** 7169-2145173

**Title Officer:** Diane T. Davis

**Escrow Officer:**

**Customer ID:** ORMENE0001

**Attention:** Bob Neathamer

**Your Reference No.:** 372W10AA 3100

**RE: Property:**  
48 S Third Street, Central Point, OR 97502

**Liability Amounts**

**Owners:**

**Lenders:**

**Buyers:**

**Sellers:** Charles Sinyard and Frankie Sinyard Trus

Description of Charge	Invoice Amount
Report: Special	\$250.00
<b>INVOICE TOTAL</b>	<b>\$250.00</b>

**Comments:** TPRR

**Thank you for your business!**

*To assure proper credit, please send a copy of this Invoice and Payment to:*

*Attention: Accounts Receivable Department*

*1225 Crater Lake Ave, Ste 101*

*Medford, OR 97504*

# **Ordinance**

## **Amending CPMC Regarding Discharge of Weapons**

## STAFF REPORT

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To: The Honorable Mayor and City Council

From: Kris Allison, Chief of Police

**SUBJECT: Ordinance Amending the Central Point Municipal Code to Revise 9.92.010 Regarding the Discharge of Weapons & Delete Sections 9.68.040 and 9.90.010 as Necessary for Consistency with State Law and for Internal Consistency.**

Date: September 12, 2013

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### **Executive Summary:**

Upon review, the staff and city attorney for the City of Central Point determined that amendment 9.92.10, Discharge of Firearms, is advisable for internal consistency and better clarity as to the exceptions thereto. It was determined that deletion and repeal of ordinance 9.68.040, Firearms, is necessary for compliance with state law and consistency within the code.

Staff and the city attorney further determined that 9.90.010, Concealed Weapons, is superfluous as ORS. 166.250 are sufficient for law enforcement purposes and repeal of this provision prevents potential conflicts between state and local laws.

It should be noted that the intent of 9.68.040 is reflected in 9.92.010 and is in compliance with state laws and all of the provisions that shall not be construed to prohibit the firing or discharging of a firearm or weapon.

### **Recommendation:**

Staff recommends an ordinance amending the Central Point Municipal Code to revise 9.92.010 regarding the discharge of weapons and delete sections 9.68.040 and 9.90.010 as necessary for consistency with state law and for internal consistency.

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

**AN ORDINANCE AMENDING THE CENTRAL POINT MUNICIPAL CODE TO REVISE  
9.92.010 REGARDING DISCHARGE OF WEAPONS AND DELETE SECTIONS  
9.68.040 AND 9.90.010 AS NECESSARY FOR CONSISTENCY WITH STATE LAW  
AND FOR INTERNAL CONSISTENCY**

RECITALS:

- A. Words ~~lined through~~ are to be deleted and words **in bold** are to be added.
- B. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- C. Upon review, staff and the city attorney further determined that deletion and repeal of Staff 9.68.040, Firearms, is necessary for compliance with state law and consistency within the code.
- D. Staff and the city attorney determined that 9.90.010, Concealed Weapons, is superfluous as ORS 166.250 is sufficient for law enforcement purposes and repeal of this provision prevents potential conflicts between state and local law.
- E. Upon review, the staff and city attorney for the City of Central Point determined that amendment to 9.92.010, Discharge of Firearms, is advisable for internal consistency and better clarity as to exceptions thereto.

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

SECTION 1. Chapter 9.68, Rules and Regulations of Public Parks--Defining and Punishing Certain Offenses against the Public General Welfare is modified to delete Section 9.68.040 in its entirety.

Chapter 9.68

RULES AND REGULATIONS OF PUBLIC PARKS--DEFINING AND PUNISHING  
CERTAIN OFFENSES AGAINST THE PUBLIC GENERAL WELFARE

Section:

9.68.040 ~~Firearms.~~ *(Repealed)*

~~9.68.040 Firearms.~~

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~~No person shall discharge any firearm, including airguns and archery, within or into any city park, nor bring into any city park any firearm unless said firearm is dismantled or sealed so as to be inoperative. Peace officers (as defined by ORS 161.015), when in the~~

Ordinance No. \_\_\_\_\_ (101013)

~~performance of their duties or as authorized by state law are exempt from this section. Persons exempted from city regulation under ORS 166.173(2) are also exempt from the prohibition of carrying a firearm, but not from the prohibition against discharging firearms, unless such discharge is authorized under state law pertaining to defense of person or property. (Ord. 1899 §1(part), 2007).~~

SECTION 2. Chapter 9.90, Concealed Weapons is deleted in its entirety.

~~Chapter 9.90  
CONCEALED WEAPONS<sup>1</sup>~~

Sections:

~~9.90.010 Unlawful.~~

~~9.90.010 Unlawful.~~

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~~It is unlawful for any person to carry concealed about his person in any manner whatever a revolver, pistol or other firearm or any knife (other than an ordinary pocketknife), or any dirk or dagger, sling shot or metal knuckles or any instrument by the use of which injury could be inflicted upon the person or property of another. (Ord. 306 §5, 1951).~~

SECTION 3. Chapter 9.92, Discharge of Firearms, is modified to Discharge of Weapons generally subject to those exceptions specified in the addition to Chapter 9.92.010.

Chapter 9.92  
DISCHARGE OF FIREARMS WEAPONS

Sections:

[9.92.010](#) Unlawful.

9.92.010 Unlawful.

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~~It is unlawful for any person to discharge any type of firearm, provided however, that nothing herein contained shall apply to any peace officer while acting in performance of his duties or to any person lawfully using a firearm in defense of his property or person. (Ord. 306 §6, 1951).~~

**A. Within the City limits of the City of Central Point, no person shall fire or discharge a firearm, crossbow, bow and arrow, blowgun or other gun, including spring or air-actuated pellet guns, air guns, or BB guns, or other weapons which propel a projectile by use of gunpowder or other mechanism, explosive, jet, or rocket propulsion, without the consent of the Chief of Police.**

**B. The provisions of this section shall not be construed to prohibit the firing or discharging of a firearm or weapon by a:**

Ordinance No. \_\_\_\_\_ (101013)

1. Person in the lawful defense or protection of such person's property, person, or family as permitted under state law;
2. Peace officer or member of the military discharging a firearm or weapon while acting within the scope of his or her official duty;
3. Government employee discharging a firearm or weapon when authorized and required by his or her employment or public office to carry or use firearms or weapons and while acting within the scope of his or her official duty;
4. Person conducting an athletic contest who fires blank ammunition in a plugged firearm toward the sky;
5. Person authorized by permit of the chief of police to discharge blank ammunition or a weapon for a lawful purpose (e.g. ceremony);
6. Person lawfully engaging in hunting in compliance with rules and regulations adopted by the State Department of Fish and Wildlife;
7. Person discharging a firearm or weapon on a licensed public or private shooting range, shooting gallery or other approved area designed or built for the purpose of target shooting, when such person is a member or guest of said range or area;
8. Person discharging a bow and arrow for target shooting (target arrow) on their own property or on another's property with the owner's consent, provided the target is of sufficient size or arrangement to prevent the arrow from leaving the property.

**C. Discharging weapons is a Class A misdemeanor if the weapon discharged constitutes a firearm under Oregon law. Discharging weapons is a Class I violation if the weapon discharged is not a firearm under Oregon law.**

**PASSED** by the Council and signed by me in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:  
 \_\_\_\_\_

Ordinance No. \_\_\_\_\_ (101013)

# **Business**

## **Street Utility Fee Minimum and Maximum**



August 26, 2013

TO: Honorable Mayor and City Council  
FROM: Matt Samitore, Parks & Public Works Director  
RE: Minimum and Maximums on Street Utility Fees

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**SUMMARY:**

In 2008 the City adopted a street utility fee. The fee established a residential rate of \$4.98 and used the Institute of Transportation Engineering (ITE) average daily trips to calculate a rate for commercial properties. As part of the negotiations with the business community, in particular the Medford and Central Point Chambers of Commerce, a minimum and maximum fee was established for commercial properties.

No rate or change increase has been proposed since 2008. The minimum is \$10.00 a month with a maximum of \$100.00. This past year the city completed a rate comparison with surrounding communities. Each Community computes their rates differently, but with similar methodology. No other surrounding community has minimums or maximums. Only the City of Phoenix has a lower street utility rate than Central Point.

The reason this is being discussed now is that the Street fund saw two of its five revenue streams cut this past year. Those being general fund contributions for street lights as well as the water franchise fee, which was eliminated to help rebuild the water fund. In the short term the street fund can withstand these cuts, however, long term it cannot withstand them and still continue with annual maintenance and matching of grants for larger projects (Hwy 99 and Freeman Road).

If the minimums and maximums were eliminated 59 businesses would benefit from a cheaper rate. In contrast, 24 businesses would see increases. Below is the list of effected businesses and their rate if there was no maximum. If the min/max was eliminated an additional \$21,854 would be generated in revenue for the street fund that would be used for annual street maintenance.

Of the list of 24 businesses only the Dollar Tree Complex, The Crossing Building, and Grange Co-op retail are locally owned the rest are all corporate holdings or franchises.

