

**CITY OF CENTRAL POINT
City Council Meeting Agenda
January 23, 2014**

**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

Next Res. 1383

Next Ord. 1981

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. SPECIAL PRESENTATION

- A. Multicultural Committee Scholarship Award
- B. Enterprise Zone Presentation

VI. CONSENT AGENDA

- Page 2 - 6 A. Approval of January 9, 2014 Council Minutes
- 7 - 13 B. December Financial Statement/Midyear Report

VII. ITEMS REMOVED FROM CONSENT AGENDA

VIII. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS

- 15 - 25 A. Ordinance No. _____, Amending the Central Point Municipal Code Zoning Sections 17.16.020; 17.57.020; 17.60.030; 17.60.100; 17.65.050; and 17.77.070 to Correct errors and Inconsistencies (Humphrey)
- 27 - 31 B. Resolution No. _____, Increasing the Street and Storm Drain Utility Fees and Water Repair and Replacement Base Fee (Samitore)
- 32 - 46 C. Resolution No. _____, Adopting the Telecommunications Franchise Agreement between Central Point and Hunter Communications (Clayton)

IX. BUSINESS

48 – 52 A. Discussion regarding Potential Driving Range, Jackson County Expo

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.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

City of Central Point, Oregon
140 S 3rd Street, Central Point, OR 97502
541.664.3321 Fax 541.664.6384
www.centralpointoregon.gov



Multicultural Committee
Fran Cordeiro-Settell, Chair
Christina Garrett, Vice Chair
Jill Gregg, Amy Sweet, Cherie Reeves-
Rutledge, Silvia Rangel - Members

MEMORANDUM

January 9, 2014

To: Honorable Mayor and City Council Members
Deanna Casey, City Recorder

From: Fran Cordeiro-Settell, Chair

Re: Multicultural Awareness Youth Award (MAYA) Presentation

In 2010, the City of Central Point Multicultural Committee created the annual Multicultural Awareness Youth Award Scholarship of \$500.00 to be awarded to a Crater High School Senior student applicant whom best promotes the dreams and/or goals of Dr. Martin Luther King Jr.

In December 2013, the committee received an application from Rebecca Lynn Pettey and her application was reviewed in our January 6th, 2014 meeting for the MAYA Scholarship and unanimously decided that she is most deserving of this award.

Her long term dedication for being the Leader of Craters Gender Sexuality Alliance with also holding a seat on the Lotus Rising Projects Board for 1-1/2 years shows tenacity and the willingness to be a resource for other students. Her passion for the Safe Schools Act is to be commended and is indeed what we're looking for to award as our Scholarship winner.

On behalf of the committee, it is our pleasure to announce that Rebecca Lynn Pettey is the recipient of the MAYA Scholarship and respectfully request the presentation of our award to be presented to her by the Mayor at the next Council meeting.

Sincerely,

Fran Cordeiro-Settell, Chair

Consent Agenda

**CITY OF CENTRAL POINT
City Council Meeting Minutes
January 9, 2014**

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: Kelly Geiger, Rick Samuelson, David Douglas, and Ellie George were present. Allen Broderick and Bruce Dingler were excused.

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. SPECIAL PRESENTATION – Water Conservation Strategies

Ed Olson from RH2 presented a report regarding a regional strategy to help with Conservation in the Rogue Valley. This study was conducted by representatives from the City of Central Point, Talent, Phoenix, Jacksonville, Eagle Point and the Medford Water Commission. The city group was assisted by a contracted water conservation specialist. This was paid for from a grant that was received through the State of Oregon.

There are three recommendations the cities can choose to implement depending on the amount of work they wish to put into the program. The idea is to provide incentives to conserve water in many different ways. Some options include changing the plumbing codes and reimbursement funds.

This conservation study gave us some good information but will do nothing if we don't start to implement it. There is good information in the final report for each entity to use. Mr. Clayton explained that none of the cities were able to dedicate an employee to help facilitate the program and organize things region wide. The study group has approached RVCOG to see if they would be able to help implement this program.

VI. CONSENT AGENDA

- A. Approval of December 12, 2013 City Council Minutes
- B. Approval of OLCC Change of Ownership for Central Market

Kelly Geiger made a motion to approve the Consent Agenda as presented. David Douglas seconded. Roll call: Hank Williams, yes; Kelly Geiger, yes; David Douglas, yes; Rick Samuelson, yes; and Ellie George, yes. Motion approved.

VII. ITEMS REMOVED FROM CONSENT AGENDA - None

VIII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

A. Public Hearing and First Reading – Ordinance Amending the Central Point Municipal Code Zoning Sections 17.16.020; 17.57.020; 17.60.030; 17.65.050; and 17.77.070 to Correct Errors and Inconsistencies

Community Development Director Tom Humphrey explained the proposed changes clean up some verbiage and conflicts within Title 17 of the Central Point Municipal Code. He explained the proposed changes will delete the minimum unobstructed street frontage; changes the side yard setback requirements for fences in special situations; corrects an error in regulations for maximum density for multifamily and senior housing per unit; adds assessor dwelling units to the R-L District. There was discussion regarding the reason for changes to the minimum and maximum density for multifamily and senior housing, and allowing ADU's to be used for Home Occupations.

Mayor Williams asked about hedge height in the twin creeks area. This ordinance does not amend the allowable height of hedges in Twin Creeks but they should currently be limited to 6 feet. He was asked to review this code for future discussion with the Council.

Mayor Williams opened the Public Hearing. No one came forward and the Public Hearing was closed.

Ellie George made a motion to move to second reading an Ordinance Amending the Central Point Municipal Code Zoning Sections 17.16.020; 17.57.020; 17.60.030; 17.65.050; and 17.77.070 to Correct Errors and Inconsistencies. David Douglas seconded. Roll call: Hank Williams, yes; Kelly Geiger, yes; David Douglas, yes; Rick Samuelson, yes; and Ellie George, yes. Motion approved.

IX. BUSINESS

A. Medical Marijuana Dispensaries Update

City Manager Chris Clayton explained that the city has been contacted by several people interested in locating a Marijuana Dispensary in Central Point. He presented a map showing the areas in commercial zones C2M, C4, and C5. They would be considered a conditional use and will need to be reviewed by the Planning Commission. Title 5 would be amended to define dispensaries and specify the conditions under which the dispensaries would be allowed through the business license process.

Mr. Humphrey explained that the State will restrict a dispensary from being located 1000 feet from a school, and cannot be located in a residential area. The

City would like to amend the code to include a 500 ft. buffer of any residential zone. This allows a limited area for the dispensaries to be located but it does not ban them outright. The areas presented on the map would allow at three dispensaries within the proposed zones. The state restricts them from locating within 1000 feet of another dispensary.

City Attorney Sydnee Dreyer explained what is happening at the state level. The State guidelines and the additional requirements the city would require will provide the opportunity of opening a dispensary within the city.

Parks and Public Works Director Matt Samitore stated that we will need to have discussions with Jackson County regarding the availability of areas that are outside our city limits but within our Urban Reserve area. The County should include the city in any permit process that would be issued for dispensaries if they are within Urban Reserve areas.

Mayor Williams opened the discussion to the public.

Mr. Jeff Seal, Rogue River resident

Mr. Seal stated that he has presented the City with a business plan for The Compassionate Care Center, Inc. Mr. Seal appreciates that the City is willing to consider changes to the Municipal Code that will allow the location of a dispensary. He explained the type of membership dispensary he would like to open for the citizens who hold medical marijuana cards. It would be considered a private pharmacy where people could get information on the best type of medical marijuana for them. This would be a place for citizens who have the prescription to purchase it in a safe environment without going to the local guy on the street.

No one else came forward. Mayor Williams closed the public comment section.

It was explained that the Ordinance will continue to be revised as it goes before the Citizens Advisory Commission and the Planning Commission. After it has been reviewed by the State, the Council should see it the first meeting in February. We hope to have the requirements in place before March 1, 2014.

B. South Haskell Street Extension

Mr. Samitore explained that in 2002 the City adopted a plan for the old Central Point Mill site and approved a master plan for Cascade Meadows Development. This has all been master planned with the Twin Creeks development identifying Haskell Street as a Collector Street.

There is approximately 1000 feet North of Beall Lane that needs to be connected. There is a small portion at the north end of Haskell that will be completed when FEMA issues with Twin Creeks are resolved.

Two of the three properties are owned by developer Bob Fellows, who is willing to either donate the right-of-way for the street improvements and/or install them as part of his future development and receive SDC credits.

The other property is owned by Robert and Linda Quillen. The property has not been annexed into the city and the owners have not shown any interest in developing. Mr. and Mrs Quillen were in the audience and stated that they would like to think about the prospects of developing. Staff said that they would keep them involved in conversations. Mr. Samitore stated that this project would be several years away because of other obligations for city funds.

Council discussed the necessity of completing the collector and relieving some of the congestion at Pine and Haskell. This project and the Twin Creeks Rail Crossing are necessary to help with the congestion around Mae Richardson school. Both projects will give citizens options to avoid the school area.

X. MAYOR'S REPORT

Mayor Williams reported that he:

- Attended the Medford Water Commission meeting. He presented a memo to the Council to be part of the record (Exhibit A). He expressed how discouraged he is with the MWC regarding the rate study and the limited input they are allowing the cities. The cities are paying about 25% of the study cost without the ability to provide input or even ask questions about how the study is being conducted. He is very concerned that the MWC Manager is not providing all the information that the Commission needs in order to conduct the study. The study was initiated by the MWC at the request of the cities, but they are not allowing the cities to participate in the study.
- Will be meeting with representatives from Rogue Community College about turning the Asante facility into a teaching facility for RCC students. He is encouraged that there will be a RCC campus in Central Point in the near future.

XI. CITY MANAGER'S REPORT

Mr. Clayton reported that:

- He too was very discouraged by the actions of the MWC this week.
- He will be meeting with Rogue Disposal in regards to their labor negotiations.
- He has been working with the City Attorney on the Hunter Franchise Agreement to bring to the council next month.
- There will be an awards breakfast on January 30th at Twin Creeks, the Council members are encouraged to attend.
- There will be an article in the next City newsletter updating the citizens on the increase in building permits.
- The next Study Session is scheduled for February 10th.

XII. COUNCIL REPORTS

Council Member David Douglas reported that he met with Mrs. Steale to discuss his role as a Council Liaison for the district. The 4th of July Committee is starting to meet to discuss the Run 4 Freedom event.

XIII. DEPARTMENT REPORTS

Community Development Director Tom Humphrey reported that:

- Business owners will be meeting with Mr. Schallard who is coming to town for a presentation on January 28, 2014.
- he will be attending an RVACT meeting next week.

Parks and Public Works Director Matt Samitore reported that:

- During the big freeze in December there were several waterline breaks in the park bathrooms. Several are still closed because plumbers have been so busy.
- During construction at the Walgreens site some of the power to the street lights were damaged. The developer is working on that problem.
- Staff is working on an RFQ for the Jewett storm drain and flooding issues.
- Mrs. Holtey is working on a Safe Routes Committee to find safe travel for students by sidewalks or pathways to schools. We hope to create a plan and apply for grants to help with the sidewalks.

Police Chief Kris Allison reported that:

- There was a lock down at Mae Richardson in December. It was because of a suspicious person on the property. All went well and it only lasted for a few minutes. They hope to work with the School District on risk assessment of all the school properties.
- that they were up 1000 caseloads over the last year. She attributes it to staff being more proactive in solving cases and being active in the community.

XIV. EXECUTIVE SESSION - None

XV. ADJOURNMENT

Kelly Geiger moved to adjourn, Rick Samuelson seconded, all said "aye" and the Council Meeting was adjourned at 8:53 p.m.

The foregoing minutes of the January 9, 2014, Council meeting were approved by the City Council at its meeting of January 23, 2014.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Exhibit A

MEMO TO CENTRAL POINT COUNCIL

Date: January 9, 2014

Re: Water Commission meeting of 1-8-14 discussion of Rate Study

Yesterday's meeting, which I attended, was very discouraging to me. During the public input comment period Chris Peters who works for RH2 Engineering, the other cities representative to the Rate Study Focus Group sought direction directly from the Commission because it appeared that her role on the Focus Group was being changed at the direction of the Manager, Larry Rains. The Commission Chair started responding by stating that Mrs. Peters had been communicating inappropriately with the rate study consultant, as described to the Commission by the Manager at the December 4 meeting. Chris Peters explained that she did not violate Larry Raines rules in her communications with the consultant. Mr. Raines, probably in an attempt to control or eliminate input from the cities, established that all correspondence to the consultant needed to go through him and copied to all members of the focus group. The e-mails between Mrs. Peters and the consultant were shared at the December 18 meeting. They showed that Ms. Peters complied with the rules laid out by Mr. Rains. When the consultant e-mailed Mrs. Peters directly with a question she answered in a reply. That reply was addressed to Mr. Raines and the consultant and was copied to all members of the focus group. Mr. Rains misled the commission members in telling them that Mrs. Peters was trying to control the study and not following his rules. The commission chair, Jason Anderson, took management's side as did commission member John Dailey. Lee Fortier, a member of the commission and the Focus Group, indicated that Mrs. Peters did NOT violate the rules and was only asking questions that were important. His comments were ignored by the rest of the Commission. Upon hearing that the cities' representative on the rate study focus group would not be allowed to ask additional questions or provide input to the process, Joe Strahl, Regional Manager for RH2 Engineering, and Chris Peters left the meeting. Later in the day, Joe Strahl provided an email suggesting that further involvement by a city representative to the Focus Group would probably be a waste of money under the new rules.

This whole matter seems to put the Commission in a tough spot in that their manager has misled them. What are they going to do about it? What else might he be misleading them about? The chair, an attorney familiar with the Oregon Open Meeting Law, said that this was not the time to discuss this, yet he was certainly willing to discuss it and hear accusations about the conduct of the Focus Group when neither Chris Peters or the Commission's own representative on the Focus Group, Lee Fortier, were not present to defend themselves or provide truthful information.

I feel that we cannot let them sweep this under the rug. When it was pointed out that the cities probably paid 25% of the cost of the study in rates since we use 25% of the water they disagreed and said that this was a Commission study and the study will be directed by the Commission. I would not agree with the percentage either as my study of their financials will show that their distribution costs divided by the number of customers it is about \$20 per month to each customer, not counting the cost of the water. So they are selling at cost or below. Here in Central Point we pay 2 to 3 times their cost of producing our water. In essence it appears to me that the cities are paying more than 25% of the cost of

this study. Whatever the actual percentage, we are certainly paying a significant portion of the study, the study was initiated by the Medford Water Commission at the request of the cities, and for these reasons we should be involved with it to make sure that the consultant understands our concerns and addresses them to our satisfaction. That cannot happen under the new rules that the Water Commission is imposing on us. Even the old rules were more restrictive than the cities thought reasonable but we were able to work with them. The new rules seem to make this whole study a complete waste of time and resources as far as the cities are concerned.

Later in the meeting the subject of establishing a public relations firm was brought up by Commissioner John Dailey. It was pointed out that they do not want to be reactive, but they even got "hate mail" over the Harrington Ponds issue. I think they will need one.

Hank Williams, Mayor



Staff Report

Finance Department
Bev Adams, Finance Director

To: Mayor & Council
From: Bev Adams, Finance Director 
Date: January 23, 2014
Subject: December financial statements/mid-year report

Background:

Attached are the City of Central Point's financial statements as of December 31, 2013. Pages 1 – 5 are Revenue and Expenditure statements which now include audited fund balances. Page 6 is a Budget Compliance report highlighting by department and fund the expenditures in relation to the budget as of the end of December.

As of December 31st we are halfway (50%) through the 2013/14 budget year. Referring to page 6 - our "report card at a glance" you will see that Total City Operations are at 50.52% for the year – well within the acceptable range and target. The High Tech Crime Fund (HTCTF) is over budget (127.17%) because of unanticipated federal grant funds received that require a supplemental budget. Also, the unanticipated "overlap" of the Highway 99 project in this fiscal year is the primary reason for the over-budget in the Street Fund SDC budget and the increase in the Street operations budget - all which will be resolved by supplemental budget in May 2014.

Highlights:

- Audited "Beginning Fund Balances" are highlighted in bold. All fund carryovers met or exceeded budget estimates with the exception of the Building Fund (\$18,977), the Reserve Fund (\$404), and the Internal Services Fund (\$81,485).
- Property tax turnover: Current property taxes received at end of December are \$3,889,746 - 88.9% of budget, and 84.36% of the total tax levy. This is an increase over December 2012 which was \$3,755,309 - 85.84% of budget, and 83.45% of the tax levy.
- Interestingly, municipal court revenues (Fines and Forfeitures) at end of this December are only \$9,114 less than this same time last year. This is actually a significant increase over last year's revenue considering that we no longer have the expense of operating the court. Some of this revenue is attributed to outstanding fines that we still collect in-house - which will reduce over time.
- Building permits at December 31st are \$72,880; almost exactly the same as December 2012 which was \$72,488.
- Water Fund "charges for services" (\$1,662,911) is up from last year's \$1,502,514, an encouraging increase of \$160,397. Charges for service includes water sales, penalties charges, public works fees, SDC's collected, system repair and replacement, water connect charges, etc. Water sales alone contribute \$36,531 of this increase over last year at this time. Through these gains and holding on capital improvement and repairs, the water fund balance has stabilized although slightly less than it a year ago by (\$26,046).

Recommended Action:

That Council review and accept by motion the City of Central Point December 31, 2013 financial statements.

**City of Central Point
Council Financial Statements
For period ending December 31, 2013**

Fiscal Year to d 50.00%

| | 2013/14 Budget | Year to Date Revenues & Expenditures | Difference | Percentage Received/Used |
|---|-------------------|--|------------------|-----------------------------|
| General Fund - 10 | | | | |
| Revenues | | | | |
| Taxes | \$5,928,500 | \$4,768,970 | \$1,159,530 | 80.44% |
| Licenses & Fees | 52,670 | 47,625 | 5,045 | 90.42% |
| Intergovernmental | 653,400 | 213,224 | 440,176 | 32.63% |
| Charges for Service | 816,500 | 409,193 | 407,307 | 50.12% |
| Fines and Forfeitures | 147,500 | 67,880 | 79,620 | 46.02% |
| Interest Income | 30,000 | 15,251 | 14,750 | 50.84% |
| Miscellaneous | 141,100 | 27,288 | 113,812 | 19.34% |
| Transfers In | 0 | 0 | 0 | 0.00% |
| Total Revenues | 7,769,670 | 5,549,432 | 2,220,238 | 71.42% |
| Expenditures by Department | | | | |
| Administration | 668,600 | 297,657 | 370,943 | 44.52% |
| City Enhancement | 199,000 | 86,500 | 112,500 | 43.47% |
| Technical Services | 555,500 | 259,897 | 295,603 | 46.79% |
| Mayor & Council | 59,750 | 35,146 | 24,604 | 58.82% |
| Finance | 870,900 | 406,339 | 464,561 | 46.66% |
| Parks & Recreation - Parks | 785,400 | 352,169 | 433,231 | 44.84% |
| Parks & Recreation - Recreation | 495,350 | 172,089 | 323,261 | 34.74% |
| Planning | 462,800 | 199,377 | 263,423 | 43.08% |
| Police | 4,010,440 | 1,958,975 | 2,051,465 | 48.85% |
| Interdepartmental | 236,000 | 120,265 | 115,735 | 50.96% |
| Transfers Out | 98,500 | 98,500 | 0 | 100.00% |
| Contingency | 150,000 | 0 | 150,000 | 0.00% |
| Total Expenditures by Department | 8,592,240 | 3,986,915 | 4,605,325 | 46.40% |
| Net Change in Fund Balance | | 1,562,516 | | |
| Beginning Fund Balance | 2,518,770 | 2,553,192 | 34,422 | |
| Ending Fund Balance | 1,696,200 | 4,115,709 | 2,419,509 | |

| | 2013/14 Budget | Revenues & Expenditures | Difference | Percentage Received/Used |
|--|-------------------|----------------------------|------------------|-----------------------------|
| High Tech Crime Task Force Fund | | | | |
| Revenues | | | | |
| Intergovernmental Revenue | \$50,000 | \$238,433 | (\$188,433) | 476.87% |
| Charges for Services | 0 | 2,000 | (2,000) | 0.00% |
| Miscellaneous | 0 | 2,000 | (2,000) | 0.00% |
| Interfund Transfers | 20,000 | 20,000 | 0 | 100.00% |
| Total Revenues | 70,000 | 262,433 | (192,433) | 374.90% |
| Expenditures | | | | |
| Operations | 96,500 | 122,715 | (26,215) | 127.17% |
| Capital Outlay | 0 | 0 | 0 | 0.00% |
| Contingency | 0 | 0 | 0 | 0.00% |
| Total Expenditures | 96,500 | 122,715 | (26,215) | 127.17% |
| Net Change in Fund Balance | | 139,718 | | |
| Beginning Fund Balance | 35,200 | 62,800 | 27,600 | |
| Ending Fund Balance | 8,700 | 202,518 | 193,818 | |

**City of Central Point
Council Financial Statements
For period ending December 31, 2013**

Fiscal Year to d 50.00%

| | 2013/14 Budget | Revenues & Expenditures | Difference | Percentage Received/Used |
|--------------------------------------|-------------------|----------------------------|----------------|-----------------------------|
| Street Fund - 20 | | | | |
| Revenues | | | | |
| Franchise Tax | \$105,000 | \$56,399 | \$48,601 | 53.71% |
| Charges for Services | 487,500 | 273,903 | 213,597 | 56.19% |
| Intergovernmental Revenue | 1,413,000 | 931,623 | 481,377 | 65.93% |
| Interest Income | 15,000 | 5,283 | 9,717 | 35.22% |
| Miscellaneous | 3,000 | 3,216 | (216) | 107.21% |
| Transfers In | 0 | 0 | 0 | 0.00% |
| Total Revenues | 2,023,500 | 1,270,423 | 753,077 | 62.78% |
| Expenditures | | | | |
| Operations | 2,030,800 | \$1,323,029 | 707,771 | 65.15% |
| SDC | 247,700 | 316,008 | (68,308) | 127.58% |
| Contingency | 100,000 | 0 | 100,000 | 0.00% |
| Total Expenditures | 2,378,500 | 1,639,037 | 739,463 | 68.91% |
| Net Change in Fund Balance | | (368,614) | | |
| Beginning Fund Balance | 1,897,500 | 1,964,675 | 67,175 | |
| Ending Fund Balance | 1,542,500 | 1,596,061 | 53,561 | |
| Housing Fund - 25 | | | | |
| Revenues | | | | |
| Interest Income | \$0 | \$0 | \$0 | 0.00% |
| Loan Principal Payments | 10,000 | 0 | 10,000 | 0.00% |
| Total Revenues | 10,000 | 0 | 10,000 | 0.00% |
| Expenditures | | | | |
| Materials and Services | 0 | 1,490 | (1,490) | 0.00% |
| Transfers Out | 0 | 0 | 0 | 0.00% |
| Total Expenditures | 0 | 1,490 | (1,490) | 0.00% |
| Net Change in Fund Balance | | (1,490) | | |
| Beginning Fund Balance | 0 | 0 | 0 | |
| Ending Fund Balance | 10,000 | (1,490) | (11,490) | |
| Capital Improvement Fund - 30 | | | | |
| Revenues | | | | |
| Intergovernmental | \$50,000 | \$0 | \$50,000 | 0.00% |
| Charges for Services | 60,000 | 50,580 | 9,420 | 84.30% |
| Interest Income | 760 | 328 | 432 | 43.22% |
| Total Revenues | 60,760 | 50,909 | 59,851 | 83.79% |
| Expenditures | | | | |
| Parks Projects | 37,000 | 0 | 37,000 | 0.00% |
| Parks Projects - SDC | 5,000 | 0 | 5,000 | 0.00% |
| Transfers Out | 35,000 | 5,000 | 30,000 | 0.00% |
| Total Expenditures | 77,000 | 5,000 | 42,000 | 6.49% |
| Net Change in Fund Balance | | 45,909 | | |
| Beginning Fund Balance | 88,940 | 117,955 | 29,015 | |
| Ending Fund Balance | 45,700 | 163,864 | 118,164 | |

City of Central Point
Council Financial Statements
For period ending December 31, 2013

| | <i>Fiscal Year to d</i> <u>50.00%</u> | | | |
|------------------------------|---------------------------------------|--|----------------|-----------------------------|
| | 2013/14 Budget | Year to Date Revenues & Expenditures | Difference | Percentage Received/Used |
| Reserve Fund- 35 | | | | |
| Revenues | | | | |
| Interest | \$4,000 | \$1,330 | \$2,670 | 33.26% |
| Transfers In | 80,000 | 80,000 | 0 | 100.00% |
| Total Revenues | 84,000 | 81,330 | 0 | 96.82% |
| | | | | |
| Net Change in Fund Balance | | 81,330 | | |
| Beginning Fund Balance | 487,500 | 487,096 | (404) | |
| Ending Fund Balance | <u>571,500</u> | <u>568,426</u> | <u>(3,074)</u> | |
| Debt Service Fund- 40 | | | | |
| Revenues | | | | |
| Charges for Service | \$591,500 | \$98,237 | \$493,263 | 16.61% |
| Interest Income | 250 | 43 | 207 | 17.10% |
| Intergovernmental | 162,900 | 162,864 | 36 | 99.98% |
| Special Assessments | 60,050 | 42,257 | 17,793 | 70.37% |
| Transfers In | 198,800 | 198,800 | 0 | 100.00% |
| Total Revenues | 1,013,500 | 502,200 | 511,300 | 49.55% |
| Expenditures | | | | |
| Debt Service | 1,009,650 | 523,864 | 485,786 | 51.89% |
| Total Expenditures | 1,009,650 | 523,864 | 485,786 | 51.89% |
| | | | | |
| Net Change in Fund Balance | | (21,663) | | |
| Beginning Fund Balance | 21,900 | 47,016 | 25,116 | |
| Ending Fund Balance | <u>25,750</u> | <u>25,353</u> | <u>(397)</u> | |
| Building Fund- 50 | | | | |
| Revenues | | | | |
| Charges for Service | \$119,000 | \$72,880 | \$46,120 | 61.24% |
| Interest Income | 1,500 | 447 | 1,053 | 29.80% |
| Miscellaneous | 0 | 65 | (65) | 0.00% |
| Total Revenues | 120,500 | 73,392 | 47,108 | 60.91% |
| Expenditures | | | | |
| Personal Services | 157,000 | 94,267 | 62,733 | 60.04% |
| Materials and Services | 14,100 | 5,687 | 8,413 | 40.34% |
| Contingency | 2,500 | 0 | 2,500 | 0.00% |
| Total Expenditures | 173,600 | 99,954 | 73,646 | 57.58% |
| | | | | |
| Net Change in Fund Balance | | (26,563) | | |
| Beginning Fund Balance | 156,800 | 137,823 | (18,977) | |
| Ending Fund Balance | <u>103,700</u> | <u>111,260</u> | <u>7,560</u> | |

**City of Central Point
Council Financial Statements
For period ending December 31, 2013**

Fiscal Year to d 50.00%

| | 2013/14 Budget | Year to Date Revenues & Expenditures | Difference | Percentage Received/Used |
|-----------------------------|-------------------|--|------------------|-----------------------------|
| Water Fund - 55 | | | | |
| Revenues | | | | |
| Charges for Services | \$2,779,500 | \$1,662,911 | \$1,116,589 | 59.83% |
| Interest Income | 10,000 | 2,978 | 7,022 | 29.78% |
| Miscellaneous | 5,000 | 142,350 | (137,350) | 2847.00% |
| Total Revenues | 2,794,500 | 1,808,240 | 986,260 | 64.71% |
| Expenditures | | | | |
| Operations | 2,657,500 | 1,437,627 | 1,219,873 | 54.10% |
| SDC Improvements | 5,000 | 0 | 5,000 | 0.00% |
| Contingency | 145,000 | 0 | 145,000 | 0.00% |
| Total Expenditures | 2,807,500 | 1,437,627 | 1,369,873 | 51.21% |
| Net Change in Fund Balance | | 370,613 | | |
| Beginning Fund Balance | 1,242,400 | 1,299,427 | 57,027 | |
| Ending Fund Balance | <u>1,299,900</u> | <u>1,670,040</u> | <u>370,140</u> | |
| Stormwater Fund - 57 | | | | |
| Revenues | | | | |
| Charges for Services | \$838,000 | \$421,504 | \$416,496 | 50.30% |
| Interest Income | 5,000 | 1,738 | 3,262 | 34.76% |
| Miscellaneous | 0 | 0 | 0 | 0.00% |
| Total Revenues | 843,000 | 423,242 | 419,758 | 50.21% |
| Expenditures | | | | |
| Operations | 686,750 | 328,045 | 358,705 | 47.77% |
| SDC | 41,500 | 1,240 | 40,260 | 2.99% |
| Contingency | 43,000 | 0 | 43,000 | 0.00% |
| Total Expenditures | 771,250 | 329,285 | 441,965 | 42.69% |
| Net Change in Fund Balance | | 93,957 | | |
| Beginning Fund Balance | 606,300 | 662,025 | 55,725 | |
| Ending Fund Balance | <u>576,050</u> | <u>755,982</u> | <u>179,932</u> | |

**City of Central Point
Council Financial Statements
For period ending December 31, 2013**

Fiscal Year to date 50.00%

| | 2013/14 Budget | Year to Date Revenues & Expenditures | Difference | Percentage Received/Used |
|------------------------------------|-------------------|--|----------------|-----------------------------|
| Internal Services Fund - 60 | | | | |
| Revenues | | | | |
| Charges for Services | \$1,157,300 | \$581,879 | \$575,421 | 50.28% |
| Intergovernmental | 0 | 0 | 0 | 0.00% |
| Interest Income | 2,500 | 904 | 1,596 | 36.15% |
| Miscellaneous | 5,000 | 12,918 | (7,918) | 258.36% |
| Total Revenues | 1,164,800 | 595,701 | 569,099 | 51.14% |
| Expenditures | | | | |
| Facilities Maintenance | 284,000 | 84,951 | 199,050 | 29.91% |
| PW Administration | 685,750 | 306,045 | 379,705 | 44.63% |
| PW Fleet Maintenance | 294,800 | 92,591 | 202,209 | 31.41% |
| Contingency | 0 | 0 | 0 | 0.00% |
| Interfund Transfers | 80,000 | 80,000 | 0 | 0.00% |
| Total Expenditures | 1,344,550 | 563,587 | 780,963 | 41.92% |
| Net Change in Fund Balance | | 32,114 | | |
| Beginning Fund Balance | 314,800 | 233,315 | (81,485) | |
| Ending Fund Balance | 135,050 | 265,429 | 130,379 | |

City of Central Point
Budget Compliance Report
For period ending December 31, 2013

Fiscal Year to date 50.00%

| | | 2013/14 Budget | Year to Date Expenditures | Percent Used | Difference |
|------------------------------|---------------------------------|---------------------|------------------------------|-----------------|--------------------|
| General | Administration | \$668,600 | \$297,657 | 44.52% | \$370,943 |
| | City Enhancement | 199,000 | 86,500 | 43.47% | 112,500 |
| | Technical Services | 555,500 | 259,897 | 46.79% | 295,603 |
| | Mayor and Council | 59,750 | 35,146 | 58.82% | 24,604 |
| | Finance | 870,900 | 406,339 | 46.66% | 464,561 |
| | Parks & Recreation - Parks | 785,400 | 352,169 | 44.84% | 433,231 |
| | Parks & Recreation - Recreation | 495,350 | 172,089 | 34.74% | 323,261 |
| | Community Development | 462,800 | 199,377 | 43.08% | 263,423 |
| | Police | 4,010,440 | 1,958,975 | 48.85% | 2,051,465 |
| | Interdepartmental | 236,000 | 120,265 | 50.96% | 115,735 |
| | Transfers | 98,500 | 98,500 | 100.00% | 0 |
| Contingency | 150,000 | 0 | 0.00% | 150,000 | |
| | | 8,592,240 | 3,986,915 | 46.40% | 4,605,325 |
| HTCTF | Materials and Services | 96,500 | 122,715 | 127.17% | (26,215) |
| | | 96,500 | 122,715 | 127.17% | (26,215) |
| Street | Operations | 2,030,800 | 1,357,581 | 66.85% | 673,219 |
| | SDC Improvements | 247,700 | 316,008 | 127.58% | (68,308) |
| | Contingency | 100,000 | 0 | 0.00% | 100,000 |
| | | 2,378,500 | 1,673,589 | 70.36% | 704,911 |
| Housing | Materials and Services | 0 | 1,490 | 0.00% | (1,490) |
| | Transfers | 0 | 0 | 0.00% | 0 |
| | | 0 | 1,490 | 0.00% | (1,490) |
| Capital Projects | Park Projects | 37,000 | 0 | 0.00% | 37,000 |
| | Park Projects - SDC | 15,000 | 0 | 0.00% | 15,000 |
| | Transfers | 5,000 | 5,000 | 0.00% | 0 |
| | | 57,000 | 5,000 | 8.77% | 52,000 |
| Debt Service | Debt Service | 1,009,650 | 523,864 | 51.89% | 485,786 |
| Building | Personnel Services | 157,000 | 94,267 | 60.04% | 62,733 |
| | Materials and Services | 14,100 | 5,687 | 40.34% | 8,413 |
| | Contingency | 2,500 | 0 | 0.00% | 2,500 |
| | | 173,600 | 99,954 | 57.58% | 73,646 |
| Water | Operations | 2,657,500 | 1,437,627 | 54.10% | 1,219,873 |
| | SDC Improvements | 5,000 | 0 | 0.00% | 5,000 |
| | Contingency | 145,000 | 0 | 0.00% | 145,000 |
| | | 2,807,500 | 1,437,627 | 51.21% | 1,369,873 |
| Stormwater | Operations | 686,750 | 328,045 | 47.77% | 358,705 |
| | SDC Improvements | 41,500 | 1,240 | 2.99% | 40,260 |
| | Contingency | 43,000 | 0 | 0.00% | 43,000 |
| | | 771,250 | 329,285 | 42.69% | 441,965 |
| Internal Services | Facilities Maintenance | 284,000 | 84,951 | 29.91% | 199,050 |
| | PW Administration | 685,750 | 306,045 | 44.63% | 379,705 |
| | PW Fleet Maintenance | 294,800 | 92,591 | 31.41% | 202,209 |
| | | 1,264,550 | 483,587 | 38.24% | 780,963 |
| Total City Operations | | \$17,150,790 | \$8,664,026 | 50.52% | \$8,486,764 |

ORDINANCE

**AMENDING THE CENTRAL
POINT MUNICIPAL CODE
ZONING SECTIONS
17.16.020; 17.57.020;
17.60.100;
17.65.050 AND 17.77.070
TO CORRECT ERRORS AND
INCONSISTENCIES**



STAFF REPORT

January 23, 2014

AGENDA ITEM:

Second Reading of Municipal Code Amendments to Chapter 17.16 R-L Zoning; 17.57 Fences; 17.60 General Regulations; 17.65 TOD Districts and Corridors; and 17.77 Accessory Dwelling Units (ADU).

STAFF SOURCE:

Tom Humphrey, Community Development Director

BACKGROUND:

The above mentioned municipal code were discussed with the Council at their last meeting. The issue raised by Councilwoman George regarding minimum and average lot areas for multifamily and senior housing (Section 17.65) was further researched. Additional changes are recommended in Section 3 below to make the TOD District Zoning Standards consistent throughout. The following sections coincide with the sections listed in the attached ordinance (Attachment A).

- Section 1, adds Accessory Dwelling Units to the R-L, Residential Low-Density District which has historically allowed guesthouses already. Standards for ADUs are referenced to Chapter 17.77.
- Section 2, changes the side yard setback requirements for fences which are not the same for buildings and which should be allowed on the property line.
- Section 3, deletes the minimum square footage building permit requirement for accessory building, deferring instead to the building code.
- Section 4, corrects an error to the zoning regulations for multifamily and senior housing so that the maximum density is not limited by the land area per unit.
- Section 5, deletes the minimum unobstructed street frontage of 25 feet in favor of a distance approved by the fire district that the use of the standard was intended to satisfy.

ISSUES:

The Planning Commission reviewed these amendments without objection and unanimously recommended approval. The proposed changes were also sent to the Department for Land Conservation and Development (DLCD) who had no comment in favor of or opposing the code changes.

EXHIBITS/ATTACHMENTS:

Attachment "A" – Ordinance No. _____, An Ordinance Amending the Central Point Municipal Code Zoning Sections to Correct Errors and Inconsistencies

ACTION:

Consider proposed amendments and 1) adopt the ordinance, 2) make further revisions and postpone action on the ordinance at this time or 3) deny the ordinance.

RECOMMENDATION:

Discuss additional revisions in response to questions raised at the public hearing and adopt the ordinance.

Chapter 17.16
R-L, RESIDENTIAL LOW-DENSITY DISTRICT

17.16.020 Permitted uses.

The following uses and their accessory uses are permitted in the R-L district:

A. Single-family dwelling;

B. Single-family manufactured home, as defined in Section [17.08.010](#), and subject to the following conditions:

1. The manufactured home shall be multi-sectional and enclose a space of not less than one thousand square feet.
2. The manufactured home shall be placed on an excavated and back-filled foundation and enclosed at the perimeter such that the manufactured home is located not more than twelve inches above grade.
3. The manufactured home shall have a pitched roof, with a minimum slope of three feet in height for each twelve feet in width.
4. The manufactured home shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material commonly used on residential dwellings within Central Point or which is comparable to the predominant materials used on surrounding dwellings as determined by the city.
5. The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required of single-family dwellings constructed under the state building code as defined in ORS 455.010.
6. The manufactured home shall have a garage or carport constructed of like material. The city may require an attached or detached garage in lieu of a carport where such is consistent with the predominant construction of dwellings in the immediately surrounding area.
7. In addition to the foregoing, a manufactured home and the lot upon which it is sited shall comply with any and all development standards, architectural requirements and minimum size

EXHIBIT __

requirements with which conventional single-family residential dwellings on the same lot would be required to comply.

C. Accessory uses are permitted as follows:

1. Guesthouse, ~~not rented or otherwise conducted as a business~~ /Accessory Dwelling Unit as defined in Chapter 17.77;
2. Greenhouse for domestic noncommercial gardening;
3. Personal hobby or work shop;
4. Garage and other storage buildings for personal, noncommercial use.

D. Residential homes.

E. Residential facilities, as that term is defined in Oregon Revised Statutes 197.660(1); provided, however, the city may require an applicant proposing to site a residential facility to supply the city with a copy of the entire application and supporting documentation for state licensing of the facility, except for information which is exempt from public disclosure under ORS 192.496 to 192.530. (Ord. 1684 §28, 1993; Ord. 1529 §1(part), 1984; Ord. 1436 §2(part), 1981).

**Chapter 17.57
FENCES**

Sections:

[17.57.010](#) Chapter application.

[17.57.020](#) General regulations.

[17.57.030](#) Fences in the stream setback area.

[17.57.040](#) Prohibited fence types.

[17.57.050](#) Violation--Penalty.

17.57.010 Chapter application.

This chapter will apply to all zone classifications within the city as listed in this title. All of the provisions of Chapter [12.20](#) and Chapter [17.67](#) relating to the location, placement, and height of fences are also applicable to fences affected by this chapter. (Ord. 1846 §2(part), 2003).

17.57.020 General regulations.

A. Fence Permits. A fence permit is required for all fences constructed within a public right-of-way, per Section [12.20.020](#). Fences in the floodplain are regulated in accordance with the provisions established in Section [8.24.260\(A\)](#).

B. Building Permits. A building permit for the following structures shall be accompanied by a permit fee and a plan review fee in an amount based on valuation per the building department fee schedule as adopted by the city:

1. Barriers around swimming pools, as required by the 2003 State of Oregon Dwelling Specialty Code, Chapter 41 and Appendix G; and the 1998 Oregon Structural Specialty Code, Appendix Chapter 4;
2. Fences over six feet tall;
3. Masonry walls;
4. Retaining walls over four feet in height measured from the bottom of the footing to the top of the wall; and
5. Retaining walls, any height, supporting a surcharge.

C. Setbacks and Design Criteria.

Fence Regulations

EXHIBIT __

| | R-L | R-1 | R-2 | R-3 | C-N | C-2(M) | C-4 | C-5 | M-1 | M-2 |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Fence Permit Required | a, a-1 |
| Front Yard Setback For 6' Fence | 20' b |
| Side Yard Setback | 50' | 50' | 50' | 50' | 50' | 50' | 50' | 50' | 50' | 50' |
| Rear Yard Setback | 0' | 0' | 0' | 0' | 0' | 0' | 0' | 0' | 0' | 0' |
| Corner Lot | 10' c |
| Masonry Walls, Retaining Walls, Fences Over 6' in Height | e | e | e | e | e | e | e | e | e | e |
| Chain Link Fencing, Space-Board-Type Fencing, etc. | e | e | e | e | e | e | e | e | e | e |
| Setbacks for Gates | 20' | 20' | 20' | 20' | 20' | 20' | 20' | 20' | 20' | 20' |
| Variances | f | f | f | f | f | f | f | f | f | f |

a: A fence permit is required if fence is to be constructed in public right-of-way.

a-1: A building permit is required for fencing around swimming pools, fences over six feet in height, masonry walls and retaining walls.

*b: Forty-two-inch-high maximum fences allowed within front setback area.

*c: No fencing will conflict with the sight distance requirements set by the public works department.

*d: Fence height will be measured from the finished grade on the side nearest the street.

e: See Section [8.24.260\(A\)](#) for specific fence construction standards for fences located in or adjacent to a recognized floodplain.

f: Requests for variances shall be made by application on such form as designated by the city manager and will be reviewed in accordance with Chapter [17.05](#).

**Chapter 17.60
GENERAL REGULATIONS**

17.60.030 Accessory buildings.

Accessory buildings shall comply with all requirements for the principal use except where specifically modified by this title and shall comply with the following limitations:

A. Regardless of the side and rear yard requirements of the district, in a residential (R) district a side or rear yard not adjoining a street may be reduced to three feet, measured from the furthest protrusion or overhang, for an accessory structure erected more than fifty-five feet from the street right-of-way line on which the lot fronts, other than alleys, provided the structure is detached and separated from other buildings by ten feet or more.

B. Canvas-Covered Canopies and Other Temporary Structures. Temporary structures in residential (R) districts shall not be permitted within a front setback and only within a side setback that does not abut a public right-of-way. Temporary structures within a side setback shall be at least three feet from the side lot line measured from the furthest protrusion or overhang. Such structures are to be anchored to the ground in accordance with building code requirements.

C. Structural Dimensions. All accessory buildings ~~totaling one hundred twenty square feet or more~~ will ~~require a building permit and~~ be subject to the requirements of all building specialty codes adopted under the Central Point Municipal Code.

1. Height. Accessory structures in residential (R) districts shall not exceed twenty-five feet if detached from the main structure. Structures greater than fifteen feet but less than twenty-five feet in height shall be set back a minimum of five feet from a side or rear lot line.

2. Width and Length. Garages and carports intended to satisfy the municipal code requirement for two off-street covered parking spaces shall be a minimum interior dimension of twenty feet in width by twenty feet in length. Standard garage doors shall be of adequate width to facilitate safe passage and maneuvering of automobile traffic.

3. Alley Setback. Accessory structures in residential (R) districts which abut an alley, are used as garages, and take their access from the alley shall have a setback of fifteen feet from the rear property line. (Ord. 1818 §1(part), 2001; Ord. 1684 §53, 1993; Ord. 1436 §2(part), 1981).

17.60.100 Projections from buildings.

Bay windows, cornices, eaves, canopies, sunshades, gutters, chimneys, flues, belt courses, leaders, sills, pilasters, lintels, ornamental features and other similar architectural features may project not more than ~~eighteen~~ **twenty four** inches into a required yard or into a required open space as established by coverage standards. (Ord. 1436 §2(part), 1981).

**Chapter 17.65
TOD DISTRICTS AND CORRIDORS**

17.65.050 Zoning regulations--TOD district.

A. Permitted Uses. Permitted uses in Table 1 are shown with a "P." These uses are allowed if they comply with the applicable provisions of this title. They are subject to the same application and review process as other permitted uses identified in this title.

B. Limited Uses. Limited uses in Table 1 are shown with an "L." These uses are allowed if they comply with the specific limitations described in this chapter and the applicable provisions of this title. They are subject to the same application and review process as other permitted uses identified in this title.

C. Conditional Uses. Conditional uses in Table 1 are shown with a "C." These uses are allowed if they comply with the applicable provisions of this title. They are subject to the same application and review process as other conditional uses identified in this title.

D. Density. The allowable residential density and employment building floor area are specified in Table 2.

E. Dimensional Standards. The dimensional standards for lot size, lot dimensions, building setbacks, and building height are specified in Table 2.

F. Development Standards.

1. Housing Mix. The required housing mix for the TOD district is shown in Table 2.

2. Accessory Units. Accessory units are allowed as indicated in Table 1. Accessory units shall meet the following standards:

- a. A maximum of one accessory unit is permitted per lot;
- b. The primary residence and/or the accessory unit on the lot must be owner-occupied;
- c. An accessory unit shall have a maximum floor area of eight hundred square feet;
- d. The applicable zoning standards in Table 2 shall be satisfied.

| Table 2 | | | | | |
|---------------------------------------|-------------------------|-------------|-------------|-------------|-----------|
| TOD District Zoning Standards | | | | | |
| Standard | Zoning Districts | | | | |
| | LMR | MMR | HMR | EC | GC |
| Density—Units Per Net Acre (f) | | | | | |
| Maximum | 12 | 32 | NA | NA | NA |
| Minimum | 6 | 14 | 30 | NA | NA |
| Dimensional Standards | | | | | |
| Minimum Lot or Land Area/Unit | | | | | |
| Large single-family | 5,000 SF | NA | NA | NA | NA |
| Standard single-family | 3,000 SF | NA | NA | NA | NA |
| Zero lot line detached | 2,700 SF | 2,700 SF | NA | NA | NA |
| Attached row houses | 2,000 SF | 1,500 SF | 1,200 SF | NA | NA |
| Multifamily and senior housing | 2,000 SF NA | 1,500 SF NA | 1,000 SF NA | 1,000 SF NA | NA |
| Average Minimum Lot or Land Area/Unit | | | | | |
| Large single-family | 7,500 SF | NA | NA | NA | NA |
| Standard single-family | 4,500 SF | NA | NA | NA | NA |
| Zero lot line detached | 3,000 SF | 3,000 SF | NA | NA | NA |
| Attached row houses | 2,500 SF | 2,000 SF | 1,500 SF | NA | NA |
| Multifamily and senior housing | 2,500 SF NA | 2,000 SF NA | 1,500 SF NA | 1,500 SF NA | NA |
| Minimum Lot Width | | | | | |
| Large single-family | 50' | NA | NA | NA | NA |
| Standard single-family | 50' | NA | NA | NA | NA |
| Zero lot line detached | 30' | 30' | NA | NA | NA |
| Attached row houses | 24' | 22' | 18' | NA | NA |

**Chapter 17.77
ACCESSORY DWELLING UNITS (ADU)**

17.77.070 ADUs detached from single-family dwelling--Special.

The following provisions shall be applicable to detached ADUs:

A. Water, sewer and solid waste collection may be by way of connections and service that is completely separate, apart and independently metered from the single-family dwelling to which such ADU is accessory, or by other means approved by the public works department.

B. All detached ADUs shall comply with all setback and separation requirements for detached accessory buildings except that the minimum rear yard setback shall be ten feet.

C. Detached ADUs shall be designed in such a manner as to blend with or complement the architectural design of the single-family dwelling to which such ADU is accessory; approval of such design shall be made by the appeal board of adjustment.

D. Detached ADUs shall share the same hard-surfaced driveway as the single-family dwelling to which such ADU is accessory, and shall have direct access to the street upon which the single-family dwelling fronts, or take access from an alley. No new or additional curb cuts shall be permitted for the ADU, except on corner lots where a new curb cut will be allowed on the street frontage having no existing curb cut.

E. Detached ADUs shall have ~~an minimum of twenty five feet of~~ unobstructed street frontage ~~approved by the fire district~~ with no intervening structures to ensure adequate visibility and access for emergency vehicles. (Ord. 1942 §3, 2010; Ord. 1884 (part), 2006).

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CENTRAL POINT MUNICIPAL CODE ZONING SECTIONS TO
CORRECT ERRORS AND INCONSISTENCIES**

RECITALS:

- A.** 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.
- B.** On November 5, 2013, by unanimous decision, the Central Point Planning Commission recommended approval of code amendments to Chapter 17.16 R-L Zoning; 17.57 Fences; 17.60 General Regulations; 17.65 TOD Districts and Corridors; and 17.77 Accessory Dwelling Units (ADU).
- C.** On January 9, 2014, the City of Central Point City Council held a property advertised public hearing; reviewed the Staff Report and findings; heard testimony and comments, and deliberated on approval of the Municipal Code Amendments.

THE PEOPLE OF CENTRAL POINT DO ORDAIN AS FOLLOWS:

- SECTION 1.** Chapter 17.76, (Exhibit "A") adds Accessory Dwelling Units to the R-L, Residential Low-Density District which has historically allowed guesthouses already. Standards for ADUs are referenced to Chapter 17.77.
- SECTION 2.** Chapter 17.57, (Exhibit "B") changes the side yard setback requirements for fences which are not the same for buildings and which should be allowed on the property line.
- SECTION 3.** Chapter 17.60, (Exhibit "C") deletes the minimum square footage building permit requirement for accessory building, deferring instead to the building code.
- SECTION 4.** Chapter 17.65, (Exhibit "D") corrects an error to the zoning regulations for multifamily and senior housing so that the maximum density is not limited by the land area per unit.
- SECTION 5.** Chapter 17.17, (Exhibit "E") deletes the minimum unobstructed street frontage of 25 feet in favor of a distance approved by the fire district that the use of the standard was intended to satisfy.

PASSED by the Council and signed by me in authentication of its passage this ____ day of January 2014.

Mayor Hank Williams

ATTEST:

City Recorder

RESOLUTION

INCREASING THE STREET AND STORM DRAIN UTILITY FEES AND THE WATER REPAIR AND REPLACEMENT BASE FEE

STAFF REPORT

DATE: JANUARY 14, 2014
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: MATT SAMITORE, DIRECTOR

SUBJECT: Increases to the street and storm utility fee and the water repair and replace (R&R) base fee.

SUMMARY: In the fall of the 2013 City staff presented information to the City Council on the long term health of each of the major funds. The report detailed with the information available at that time that most of the funds were in good financial health and could deal with the majority of the long term maintenance and Capital Improvements proposed over the next 20 years.

The only fund that was having issues was the street fund, which took a major hit in funding this year in order to help the City's General Fund as well as the Water Fund (R&R). The changes to the fund could be absorbed for one year, but could not be withstand the changes over the long term and still meet the city's minimum maintenance for pavement preservation as well as matching for large grants.

Since the time of the report the first year revenue from the development commission was released which came in substantially smaller than originally thought. Also it was determined over the severe cold weather that at least one of the 85 year old waterlines is having significant issues, as we had two line breaks. The lines in question were supposed to be replaced as part of the development commission, sometime between year 1 and year 12. Currently, with the revisions, it won't be until after year 10 before any preliminary work can occur on those lines.

Staff is also proposing the elimination of the minimum and maximums to the street utility fee which would help stabilize the street fund.

Staff is proposing two options for funding for the Council to review. The first, Option A, is more aggressive as it increases the fund a total of \$0.50, \$0.42 and \$0.10 each over the next three years. The water R&R and street utility will each increase by \$0.50 and the storm fund by \$0.25.

Option B, accomplishes the same except spreads out the increases by a maximum of \$0.12 each year over the next 10-years.

RECOMMENDATION: Staff recommends option A as it allows for funding for replacing the waterlines in the downtown starting in the 2015-2016 FY as well as starts to fix the major street maintenance issues that exist on Highway 99.

Option A

| Utility Funds | Current | 2014 | 2015 | 2016 |
|---------------|----------------|----------------|----------------|----------------|
| Streets | \$ 4.98 | \$ 4.98 | \$ 5.25 | \$ 5.25 |
| Storm Water | \$ 6.50 | \$ 6.50 | \$ 6.65 | \$ 6.75 |
| Water R&R | \$ 1.00 | \$ 1.50 | \$ 1.50 | \$ 1.50 |
| Change | \$12.48 | \$12.98 | \$13.40 | \$13.50 |
| | | \$0.50 | \$0.42 | \$0.10 |

Option B

| Utility Funds | Current | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Streets | \$ 4.98 | \$ 5.02 | \$ 5.06 | \$ 5.10 | 5.15 | 5.19 | 5.23 | 5.25 | 5.25 | 5.25 | 5.25 | 5.25 |
| Storm Water | \$ 6.50 | \$ 6.54 | \$ 6.58 | \$ 6.62 | 6.65 | 6.69 | 6.77 | 6.87 | 6.90 | 6.90 | 6.93 | 7.00 |
| Water R&R | \$ 1.00 | \$ 1.04 | \$ 1.08 | \$ 1.12 | 1.16 | 1.20 | 1.20 | 1.20 | 1.29 | 1.41 | 1.50 | 1.50 |
| Change | \$12.48 | \$12.60 | \$12.72 | \$12.84 | \$12.96 | \$13.08 | \$13.20 | \$13.32 | \$13.44 | \$13.56 | \$13.68 | \$13.75 |
| | | \$0.12 | \$0.07 |

RESOLUTION NO. _____

**A RESOLUTION INCREASING THE STREET AND STORM DRAIN UTILITY FEES
AND THE WATER REPAIR AND REPLACEMENT BASE FEE**

Recitals:

- A. The City of Central had staff repair a long term financial model to look at the health of the various utility fees.
- B. The Development Commission initial revenues were greatly less than originally anticipated.
- C. Waterlines in the downtown are starting to fail with regularity and will need to be replaced.

The City of Central Point resolves as follows:

Section 1. Increase to the Water Repair and Replace, Street Utility and Storm Utility Fee as described in Exhibit ____. The effective date of this revision is March 1, 2014.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2014.

Mayor Hank Williams

ATTEST:

City Recorder

EXHIBIT A

Exhibit A

| Utility Funds | Current | 2014 | 2015 | 2016 |
|---------------|---------|---------|---------|---------|
| Streets | \$ 4.98 | \$ 4.98 | \$ 5.25 | \$ 5.25 |
| Storm Water | \$ 6.50 | \$ 6.50 | \$ 6.65 | \$ 6.75 |
| Water R&R | \$ 1.00 | \$ 1.50 | \$ 1.50 | \$ 1.50 |
| | \$12.48 | \$12.98 | \$13.40 | \$13.50 |
| Change | | \$0.50 | \$0.42 | \$0.10 |

EXHIBIT B

EXHIBIT B

| Utility Funds | Current | 2014 | 2015 | 2016 | 2017 | 2018 |
|---------------|---------|---------|---------|---------|---------|---------|
| Streets | \$ 4.98 | \$ 5.02 | \$ 5.06 | \$ 5.10 | 5.15 | 5.19 |
| Storm Water | \$ 6.50 | \$ 6.54 | \$ 6.58 | \$ 6.62 | 6.65 | 6.69 |
| Water R&R | \$ 1.00 | \$ 1.04 | \$ 1.08 | \$ 1.12 | 1.16 | 1.20 |
| | \$12.48 | \$12.60 | \$12.72 | \$12.84 | \$12.96 | \$13.08 |
| Change | | \$0.12 | \$0.12 | \$0.12 | \$0.12 | \$0.12 |

EXHIBIT B

| Utility Funds | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|---------------|---------|---------|---------|---------|---------|---------|
| Streets | 5.23 | 5.25 | 5.25 | 5.25 | 5.25 | 5.25 |
| Storm Water | 6.77 | 6.87 | 6.90 | 6.90 | 6.93 | 7.00 |
| Water R&R | 1.20 | 1.20 | 1.29 | 1.41 | 1.50 | 1.50 |
| | \$13.20 | \$13.32 | \$13.44 | \$13.56 | \$13.68 | \$13.75 |
| Change | \$0.12 | \$0.12 | \$0.12 | \$0.12 | \$0.12 | \$0.07 |

RESOLUTION

**RECOMMENDING ADOPTION
OF A TELECOMMUNICATIONS
FRANCHISE AGREEMENT
BETWEEN THE CITY OF
CENTRAL POINT AND HUNTER
COMMUNICATIONS, INC., dba
CORE DIGITAL SERVICES**

STAFF REPORT

January 16, 2014

AGENDA ITEM: Telecommunications Franchise Agreement

Consideration of Resolution No. _____ Recommending adoption of a Telecommunications Franchise Agreement between the City of Central Point and Hunter Communications, Inc., dba Core Digital Services.

STAFF SOURCE:

Chris Clayton, City Manager
Sydnee Dreyer, City Attorney

BACKGROUND:

Hunter Communications has requested the Central Point City Council consider a franchise agreement that would permit Hunter Communications to continue offering telecommunication services within the City’s jurisdictional boundaries.

Hunter Communications initially entered into a franchise agreement with the City in 2008, which terminated in the fall of 2013, though the City and Hunter have been continuing to operate under the terms of that original agreement until this new agreement is executed. Hunter Communications provides: High-Speed Fiber Optic Solutions; IT/IS Support Services; Voice, Data & Video Cabling; Fiber Optics/OTDR Construction & Testing; Aerial Construction; Underground Construction; and Local & Wide Area Networks connecting Southern Oregon’s Educational Systems, City and County Governments, Healthcare and Financial Institutions, and Businesses.

FISCAL IMPACTS:

The proposed telecommunications franchise agreement with Hunter Communications includes a fee equal to 7% of annual gross revenue. A review of the 2012 League of Oregon Cities (LOC) franchise fee survey identified Hunter Communications had existing franchise agreements with the following Oregon communities during the 2010/2011 fiscal cycle:

| COMMUNITY | FRANCHISE FEE/PRIVILEGE TAX FY 2010/11 | REVENUE |
|------------------|---|----------------|
| Grants Pass | 7% tax | \$1,785.00 |
| Klamath Falls | 7% fee | \$4,274.00 |

Any revenues generated during the term of this agreement will be allocated to the City’s general fund.

FINDINGS:

1. Hunter Communications is a regulated public utility that is requesting permission to offer telecommunications services to the citizens of Central Point.
2. The proposed franchise agreement meets the conditions established by both the 1996 Oregon Telecommunications Act and Chapter 12.40 (Telecommunications Infrastructure) of the Central Point Municipal Code.
3. The proposed franchise agreement includes a term of five years with three automatic renewal periods of five years each, unless terminated by either party.
4. Hunter Communications has requested a nonexclusive franchise to construct, install, maintain, extend and operate a telecommunications utility in the City as designated in this agreement.
5. The City desires to set forth the terms and conditions by which Hunter Communications may use the rights of way within the City.
6. The City of Central Point and Hunter Communications have agreed to terms as designated in the proposed agreement.

ATTACHMENTS:

1. Telecommunications Franchise Resolution.
2. Telecommunications Utility Franchise Agreement between the City of Central Point and Hunter Communications, Inc.
3. Hunter Communications Oregon Infrastructure Map

RECOMMENDATION:

Approve Resolution No. ____ Adopting a Telecommunications Franchise Agreement between the City of Central Point and Hunter Communications, Inc.

RESOLUTION NO. _____

A Resolution Approving a Telecommunications Franchise Agreement Between the City of Central Point and Hunter Communications.

RECITALS:

A. Hunter Communications, Inc. dba Core Digital Services is requesting Council Consideration of a proposed telecommunications franchise agreement.

B. The proposed franchise agreement between the City of Central Point and Hunter Communications is for a period of 5 years.

C. The proposed franchise agreement meets the conditions established by the Oregon Telecommunications Act of 1996 and Chapter 12.40 of the Central Point municipal code.

The City of Central Point resolves:

Section 1. The attached franchise agreement between the City of Central Point and Hunter Communications, Inc. dba Core Digital Services is approved and the Mayor is authorized to execute the agreement on behalf of the City.

Passed by the Council and signed by me in authentication of its passage this _____ day of January, 2014.

Mayor Hank Williams

ATTEST:

City Recorder

City of Central Point
Telecommunications Franchise Agreement
Hunter Communications, Inc.

Franchise agreement authorized pursuant to Central Point Municipal Code Chapter 12.40, Telecommunications Infrastructure, between the City of Central Point (City) and Hunter Communications, Inc. (Grantee) and dated this _____ day of _____, 20__.

1. **Grant of franchise.** Subject to the provisions and restrictions of this agreement and the Charter and the Municipal Code of Central Point, City grants to Grantee the non-exclusive privilege to use the public rights-of-way to construct and maintain telecommunication facilities within the corporate limits of the City.
 - 1.1. For purposes of this agreement, and in addition to the definitions contained in Chapter 12.40, Telecommunication Services means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used and Telecommunications is defined as "the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received."
 - 1.2. Upon the annexation of any territory to the City, the rights of Grantee in this agreement shall extend to the annexed territory to the extent the City has such authority. All facilities owned, maintained, or operated by Grantee located within any public rights of ways of the annexed territory shall be subject to all of the terms of this agreement.
2. **Term.** The term of this franchise shall be five years from the date listed above and shall renew automatically for 3 additional periods of 5 years each unless written notice is given by either party 90 days before expiration of its intent to terminate the franchise or unless terminated sooner as provided in this agreement or as provided in Chapter 12.40. This franchise may be terminated by the City at any time upon 30 days prior written notice to Grantee specifying Grantee's failure to comply with the other provisions of this agreement or the Municipal Code of Central Point, unless such default is remedied within the 30 day period. Said notice and termination shall not prejudice or limit any other remedy of City. Upon termination or expiration of the franchise, Grantee shall remove all of its facilities from the City's rights of way as provided in Chapter 12.40.
3. **Fee.**
 - 3.1 Grantee shall pay as a franchise fee to the City, through the duration of this franchise, an amount equal to seven percent of Grantee's gross revenues. Payment of the franchise fee shall be made quarterly on or before April 30, July 31, October 31 and January 31 for the calendar

quarter immediately preceding each of these dates. Grantee shall pay a pro rata fee for the last annual payment to the date of termination in addition to any other sums due the City and shall make such payment within 30 days of termination.

3.1.1. Gross revenue means revenue of Grantee or any affiliate of Grantee in whatever form accrued from all sources in connection with operation of the communication facilities throughout the entire franchise area, and includes any amount even if separately identified or accounted for by Grantee as franchise or other license fees, including but not limited to, revenues from subscribers and customers for internet access; installation fees, equipment fees, and other fees related to the communications service; advertising revenue; access and attachment charges paid to Grantee by other communications services or carriers; and revenue from the sale or lease of any wire, cable, facility, pole, duct, conduit or similar transmission equipment. As used in this section, "internet access" means access to content, information, electronic mail or other services offered over the internet, including voice over internet protocol (VOIP)." The fees and costs provided for in this franchise are subject to applicable federal and state laws.

3.1.2. Should Grantee determine that any revenue from Telecommunication Services or the use of Grantee's telecommunication facilities within the City is excluded from gross revenues, as defined above, because of federal or state laws, Grantee shall in any case account for such revenue in each of its payments. The accounting shall indicate the amount of revenue that was not included in the calculation of the fee paid to the city and the reason for the exclusion.

3.2. Franchise fee payments not received by the City on or before the due date shall be assessed interest at the rate of one percent over the existing prime rate as set by the bank with which the City contracts for its banking services, compounded daily. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.

Each payment shall be accompanied by a written report to the City, verified by an officer or other authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's gross revenues and the computation basis and method. Such reports shall be in a form satisfactory to the City.

3.3. No acceptance of any payment by Grantee shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City

may have for further or additional sums payable. All amounts paid shall be subject to confirmation and recomputation by the City, provided that such audit and computation is completed within three years of the date any audited and recomputed payment is due. If no such audit or financial review is conducted within the three year period, then any claim that the City might have had for additional compensation shall be forever waived and relinquished. Grantee agrees to reimburse the City for:

- 3.3.1. The reasonable costs of such confirmation if the City's recomputation discloses that Grantee has paid 95% or less of the franchise fees owing for the period at issue upon receipt of an invoice from the City showing such costs were actually incurred and directly related to the audit; or
- 3.3.2. One-half of the reasonable costs of such confirmation if the City's recomputation discloses that Grantee had paid more than 95% but less than 98% of the franchise fees owing for the period at issue.
- 3.3.3. The City's costs which may be reimbursed under this section shall not exceed \$5,000.00 per audit or financial review.
- 3.3.4. If the City determines that Grantee made any underpayment, and that the underpayment exceeded five percent of the amount due, Grantee shall pay interest compounded at the rate of one percent over the existing prime rate as set by the bank with which the City contracts for its banking services, compounded monthly. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.
- 3.3.5. If the City determines that Grantee has made any overpayment, it shall immediately refund such overpayment to Grantee. If the overpayment exceeded five percent of the amount due, City shall pay interest compounded at the rate of one percent over the existing prime rate as set by the bank with which the City contracts for its banking services, compounded monthly. Interest shall be due on the entire overpayment from the date on which the overpayment was made until the date on which refund is made.
- 3.4. If Grantee disputes the City's determination of underpayment, Grantee shall place the disputed amount in an escrow account until final resolution.
- 3.5. All Grantee's books, maps, and records directly concerning its gross revenues under this franchise and its calculation of franchise fee payments to the City shall be open for inspection by the proper officers or agents of the City, upon no less than 48 hours prior written notice, during normal business hours to determine the amount of compensation due the

City under this franchise, and shall be kept so as to accurately show the same.

- 3.6. Payment of the franchise fee shall not exempt Grantee from the payment of any license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.
- 3.7. Grantee shall make its telecommunications services available to the City at its most favorable rate offered at the time of the request charged to a similar user within Oregon for a similar volume of service, subject to any of Grantee's tariffs or price lists on file with the Oregon Public Utilities Commission. Grantee may deduct the applicable charges from franchise fee payments. Other terms and conditions of such services may be specified in a separate agreement between the City and Grantee.

4. Central Point Municipal Code Chapter 12, Charter and General Ordinances to Apply.

- 4.1 Unless the context requires otherwise, words and phrases used in this franchise shall have the same meaning as defined in Chapter 12.40, Telecommunications Infrastructure. All of the provisions of Chapter 12.40 are incorporated by reference and made a part of this franchise. In the event of any inconsistencies in the terms of this franchise and Chapter 12.40, the more restrictive provisions of Chapter 12.40 shall take precedence over franchise terms unless Chapter 12.40 specifically authorizes the franchise to provide otherwise.
- 4.2 The Charter of the City and general ordinance provisions of the City affecting matters of general City concern and not merely existing contractual rights of Grantee, now in effect or adopted in the future, are incorporated by reference and made a part of this franchise. Nothing in this franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid, or the manner of construction.

5. General Financial and Insurance Provisions.

- 5.1. Grantee shall secure and maintain the following liability insurance policies insuring both Grantee and City, its elected and appointed officers, officials, agents and employees as coinsured during the term of this agreement:

| | |
|------------------------|-------------|
| Bodily Injury/Death: | \$1,000,000 |
| Property Damage: | \$1,000,000 |
| Automobile Liability: | \$1,000,000 |
| Workers' Compensation: | \$1,000,000 |

Explosion, Collapse, Product Hazard: \$1,000,000

In lieu of the above, Grantee may provide evidence of self-insurance subject to review and acceptance by City.

6. Covenant to Indemnify and Hold City Harmless.

- 6.1. Grantee shall defend, indemnify and hold the City and its officers, employees, agents, elected officials, and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by Chapter 12.40 or by this agreement.
- 6.2. Grantee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities in the public rights-of-way in a timely manner in accordance with a relocation schedule furnished to Grantee by the City Engineer, unless Grantee's failure arises directly from the City's negligence or willful misconduct.
- 6.3. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

7. Construction and Relocation.

- 7.1. Subject to applicable regulations of the City, Grantee may perform all necessary construction to construct, operate and maintain its telecommunications system. All construction and maintenance of any and all telecommunications system facilities within public rights-of-way incident to Grantee's provision of telecommunications services shall, regardless of who performs installation or construction, be and remain the responsibility

of Grantee. Grantee shall apply for and obtain all permits (no-fee permits are typically issued for franchise utilities) necessary for installation or construction of any such facilities, and for excavation and laying of any telecommunications system facilities within City public rights-of-way. Grantee shall pay all applicable fees due for City construction permits.

- 7.2. Prior to beginning construction, Grantee shall provide the City with an initial construction schedule for work in the public rights-of-way and the estimated total cost of such work. The schedule shall be submitted at least two weeks in advance of construction.
- 7.3. Grantee may make excavations in the City public rights-of-way for any facility needed for the maintenance or extension of Grantee's telecommunications system, subject to obtaining permits from the City. Prior to doing such work, Grantee must apply for, and obtain, appropriate permits from the City, and give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation.
- 7.4. In the event that emergency repairs are necessary for Grantee's facilities in the public rights-of-way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency. Grantee must comply with all ordinance provisions relating to such excavations or construction.
- 7.5. Grantee is responsible for becoming familiar with, and understanding the provisions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes"). Grantee shall comply with the terms and conditions set forth in the One-Call statutes.
- 7.6. Grantee shall at its own expense temporarily or permanently remove, relocate, change or alter the position of any of its facilities when directed to do so by City in compliance with Chapter 12.40.
- 7.7. Grantee's telecommunications system shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems or any other facilities of the City.
- 7.8. Where Grantee installs its telecommunications facilities under or adjacent to any existing paved bicycle path, the path shall be overlaid with a new asphalt surface after construction. Where Grantee installs its telecommunication facilities along the route of a planned bicycle path, the City may require Grantee to construct the bicycle path as a condition of plan approval. All such bicycle path repair and construction shall be at Grantee's expense.

- 7.9. Upon completion of construction of any new facilities, Grantee shall promptly furnish the City with two sets of "as built" plans showing the exact location and construction details of all of Grantee's facilities. New plans will be furnished promptly for any additions or modifications.

Upon request, Grantee shall provide the City with an accurate map or maps certifying the location of all telecommunication facilities within the public rights-of-way. Grantee will otherwise provide updated maps annually.

- 7.10. Except in the case of an emergency, within ninety days following the written notice by the city, Grantee shall, at no expense to City, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public rights-of-way whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

7.10.1. The construction, repair, maintenance or installation of any city or other public improvement in or upon the public rights-of-way;

7.10.2. The operations of the city or other governmental entity in or upon the public rights-of-way;

7.10.3. The public interest.

- 7.11. Should it ever become necessary to temporarily rearrange or temporarily remove Grantee's telecommunications facilities at the request of a private person or business, Grantee shall perform such rearrangement or removal as expeditiously as possible upon receipt or reasonable written notice from the business or person desiring the temporary change of the telecommunication facilities. The notice shall:

7.11.1. be approved by the City Manager;

7.11.2. detail the route of movement;

7.11.3. provide that the costs incurred by Grantee in making the temporary change be borne by the person or business giving said notice;

7.11.4. provide that the person or business giving the notice shall indemnify and hold harmless Grantee of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary change of Grantee's telecommunications facilities, and (e) if required by Grantee, be accompanied by a cash deposit or a good

and sufficient bond to pay any and all of Grantee's estimated costs as estimated by Grantee.

8. Reservation of City Public rights-of-way Rights; Requirements for Undergrounding.

- 8.1. Nothing in this franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing or altering any public rights-of-way or constructing or establishing any other public work or improvement.
- 8.2. Grantee's telecommunication facilities shall be installed underground unless Grantee contracts with another City of Central Point franchisee to employ that franchisee's above-ground facilities in place at the time this franchise is granted. It shall be lawful for Grantee to make all necessary excavations in any public way for the purpose of constructing and maintaining its telecommunication facilities. Provided, however, that Grantee's use of the public way shall be subject to the City Manager's authority to prescribe which public way will be used and the location within the public way, which authority is hereby expressly reserved by the City and delegated to the City Manager.
- 8.3. Whenever all new or existing electric utilities, telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee with permission to occupy the same public right-of-way must also locate its telecommunications facilities underground.
- 8.4. Whenever all new or existing electric utilities, telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee that currently occupies the same public right-of-way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public right-of-way, absent extraordinary circumstances or undue hardship as determined by the city and consistent with applicable state and federal law.

- 9. Repair.** Grantee shall at all times maintain all of its telecommunication facilities in a good state of repair. Motorized vehicles shall not be allowed on any public bicycle paths and landscaped areas, except when necessary to install, remove or repair Grantee's facilities. Except in an emergency, permission shall be obtained from the City Public Works Department before using motorized vehicles on any public bicycle paths and landscaped areas. Any damage to any public way or landscaped areas caused by Grantee shall be repaired by Grantee at no cost to the City. Grantee shall have a local representative available at all times through the Rogue Basin Utilities Coordinating Council to locate Grantee's facilities for persons who need to excavate in the public way.

10. City's Written Consent Required for Assignment, Transfer, Merger, Lease or Mortgage. Ownership or control of a telecommunications system or franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Grantee, by operation of law or otherwise, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.

10.1. Grantee and the proposed assignee or transferee of the grant or system shall provide and certify the following information to the City not less than 120 days prior to the proposed date of transfer:

10.1.1. Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;

10.1.2. All information required of a telecommunications franchise applicant pursuant this chapter with respect to the proposed transferee or assignee;

10.1.3. Any other information reasonably required by the City.

10.2 No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the telecommunications system pursuant to this title.

10.3 Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign a telecommunications franchise.

10.4 Any transfer or assignment of a telecommunications grant, system or integral part of a system without prior written approval of the City under this section shall be void and is cause for revocation of the franchise.

10.5. Grantee may dedicate or lease its fiber optic system or any portion thereof, or otherwise make its fiber optic system available in the ordinary conduct of its business as a telecommunications company, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its fiber optic system, and so long as the City's bandwidth or access speed are not diminished.

11. Miscellaneous Provisions.

11.1. Both Grantee and the City shall comply with all applicable federal and state laws. Grantee shall comply with all applicable City ordinances, resolutions, rules and regulations adopted or established pursuant to the City's lawful authority.

- 11.2. If any section, provision or clause of this franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this franchise shall not be affected, unless the city council determines such section, provision, or clause was material to the City's agreement to issue a franchise to Grantee.
- 11.3. The City Manager is authorized to act for the City in all matters pertaining to this agreement. Grantee may appeal any action of the City Manager to the City Council by giving written notice thereof within 21 days after Grantee was notified of such action. The City Council will hear the appeal and render a final decision within 30 days after the notice of appeal is given. Grantee shall not be relieved of its obligations to comply with any of the provisions of this franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this franchise by reason of such failure or neglect.
- 11.4. Any litigation between the City and Grantee arising under or regarding this franchise shall occur, if in the state courts, in the Jackson County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 11.5. Whenever any notice is given pursuant to this ordinance, it shall be effective on the date it is sent in writing by registered or certified mail, addressed as follows:

To the City: City Manager, City of Central Point, and 140 S. Third St., Central Point, OR 97502

To Grantee: Richard W. Ryan, Hunter Communications, Inc.
Operations Department, Hunter Communications, Inc., 801
Enterprise Drive, Central Point, OR 97502

Notice of change of address may be given in the same manner as any other notice.

- 11.6. In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, the City's liability shall be limited to the cost of repair or replacement of damaged facilities, whichever is less. The City shall not be liable to Grantee for lost revenue, lost profits, incidental or consequential damages or claims of third parties arising from damage to Grantee's facilities. Grantee covenants that it will not assert any claim against the City for any liability, loss, or damage excluded under this section.

12. **Other Authority Superseded.** Upon effectiveness of this franchise, any and all authority to operate previously granted to Grantee by the City shall be superseded by this franchise.
13. **Cable Authority.** This franchise does not authorize Grantee to operate a cable system or provide video programming, as defined by 47 U.S.C.A §522 (Supp. 1997). In the event that Grantee wishes to add cable television services to the list of services, as regulated by the Federal Communications Act of 1934, as amended, Grantee agrees that it must negotiate an additional agreement with the City setting forth the terms and conditions governing such service. Other than as prescribed in Section 3.6, Grantee shall not be required to pay any additional fee, compensation or consideration to the City for its use of the public way. However, Grantee shall pay any charges and penalties imposed by the City for noncompliance with Charter provisions, ordinances, resolutions or permit conditions.

Grantee:

Hunter Communications, Inc.

By: _____

Title: _____

City:

City of Central Point

By: _____

Title: _____

BUSINESS

**POTENTIAL DRIVING
RANGE, JACKSON
COUNTY EXPO**



January 15, 2014

TO: Honorable Mayor and City Council
FROM: Matt Samitore, Parks & Public Works Director
RE: Potential Driving Range - Expo

SUBJECT:

Staff has contracted with Madera Design to prepare four alternatives for a potential driving range.

BACKGROUND:

City Staff has been exploring the ideas of running a for-profit driving range in association with the Jackson county Expo/Family Fun Center. Staff has been exploring this option because of recent and proposed closures of other driving ranges within the valley.

Staff has been informed by the expo that options 1 and 2 may not be viable as they are currently marketing the property for commercial use.

Staff would like feedback from council on the proposed options and discussion on moving forward with the project. Funds raised from the driving range would either go to the general fund or be used for park equipment replacement.

RECOMMENDATION:

Staff would like to further investigate options 3 and 4 and prepare a business plan and cost estimates for council to review at their goal setting session.

541-894-7055
 Central Park, OR 97022
 2524 Valley Forge Rd
 Madara Design Inc

LANDSCAPE ARCHITECTURE, DESIGN & CONSULTING

PROSPECTIVE DRIVING RANGE LAYOUT
CITY OF CENTRAL POINT
EXPO GROUNDS CENTRAL POINT, OREGON

DATE: 1.10.14
 SCALE: 1" = 60'
 DRAWN BY: [Name]
 CHECKED BY: [Name]

L1



541-864-7055
Central Point, OR 97502
25714 Valley Forge Rd
Landscape Architecture, Design & Construction
Madara Design Inc

PROSPECTIVE DRIVING RANGE LAYOUT CITY OF CENTRAL POINT EXPO GROUNDS CENTRAL POINT, OREGON

At Madara Design Inc, we are committed to providing the highest quality landscape architecture services to our clients. We are a member of the International Association of Landscape Professionals (IALA) and the Oregon Society of Landscape Architects (OSLA).
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 1.10.14
SCALE: 1" = 60'

L2



Madara Design Inc
 Landscape Architecture, Design & Construction
 2384 Mills Plaza Rd
 Central Point, OR 97502
 541-864-7055

PROSPECTIVE DRIVING RANGE LAYOUT
CITY OF CENTRAL POINT
EXPO GROUNDS CENTRAL POINT, OREGON

At all times, the user shall be responsible for their own safety and the safety of others. The user shall not be held liable for any injuries or damages resulting from the use of this layout. The user shall not be held liable for any injuries or damages resulting from the use of this layout. The user shall not be held liable for any injuries or damages resulting from the use of this layout.

DATE: 1.10.14
 SCALE: 1" = 60'

L3



Alternate Layout #2. This would require more netting on the south side of the 300 yard area. It would be more difficult to maintain and would be more costly. It would be more difficult to maintain and would be more costly. It would be more difficult to maintain and would be more costly.



Madara Design Inc
 Landscape Architecture, Design & Consultation
 2594 Valley Forge Rd
 Central Point, OR 97502
 541-664-7055

PROSPECTIVE DRIVING RANGE LAYOUT
CITY OF CENTRAL POINT
EXPO GROUNDS CENTRAL POINT, OREGON

All drawings shall be sealed and signed by the professional engineer or architect responsible for the design. The professional engineer or architect shall be responsible for the design and shall be available for consultation during the construction phase. The professional engineer or architect shall be responsible for the design and shall be available for consultation during the construction phase. The professional engineer or architect shall be responsible for the design and shall be available for consultation during the construction phase.

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