

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

**City Council**

**Mayor**  
Hank Williams

**Ward I**  
Bruce Dangler

**Ward II**  
Kelly Geiger

**Ward III**  
Ellie George

**Ward IV**  
Allen Broderick

**At Large**  
David Douglas  
Rick Samuelson

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

**Community  
Development**  
Tom Humphrey,  
Director

**Finance**  
Bev Adams, Director

**Human Resources**  
Barb Robson, Director

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

**Police**  
Kris Allison Chief

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

Next Res. 1413  
Next Ord. 1997

- I. **REGULAR MEETING CALLED TO ORDER – 7:00 P.M.**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **PUBLIC APPEARANCES – *Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization.***
- V. **SPECIAL PRESENTATION - Fire District No. 3 Quarterly Report**
- VI. **CONSENT AGENDA**

- |            |  |
|------------|--|
| Page 2 - 8 | A. Approval of October 23, 2014 Council Minutes                    |
| 9 - 11     | B. Appointment of Candace Clements to the Multicultural Committee  |
| 12 - 13    | C. Approval of Street Closure for Community Christmas Light Parade |
| 14 - 20    | D. Acceptance of the 1 <sup>st</sup> Quarter Financial Statements  |

**VII. ITEMS REMOVED FROM CONSENT AGENDA**

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

- |         |   |
|---------|---|
| 22 - 30 | A. Ordinance No. _____, Amending Portions of Central Point Municipal Code Chapter 16 Subdivisions in Regards to Structures over City Easements (Samitore)   |
| 32 - 47 | B. Public Hearing – First Reading An Ordinance Amending the Central Point Zoning Map on Lot 33 of Twin Creeks Crossing, Phase 1 (1.81 Acres) From TOD-HMR, High Mix Residential to TOD-LMR, Low Mix Residential Zoning (Humphrey) |

**IX. BUSINESS**

- 49 - 70 A. Discussion of the Possible Creation and Implementation of a Franchise Agreement between the City of Central Point and Rogue Valley Sewer Services (RVSS) (Clayton/Dreyer)
- 72 - 96 B. Discussion of Issues Surrounding the Calvary Temple Churches Operation of a Warming Shelter (Clayton)
- 98 - 99 C. Discussion of Streets and Storm Drain Ownership within the Hidden Grove/Green Valley Area (Samitore)
- 101 - 104 D. Discussion of Restriping South 99 from Pine to Bush Street to Include Bicycle Lanes (Samitore)

**X. MAYOR'S REPORT**

**XI. CITY MANAGER'S REPORT**

**XII. COUNCIL REPORTS**

**XIII. DEPARTMENT REPORTS**

**XIV. EXECUTIVE SESSION**

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

**XV. ADJOURNMENT**

# Consent Agenda

**CITY OF CENTRAL POINT  
City Council Meeting Minutes  
October 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: Bruce Dingler, Rick Samuelson, David Douglas, were present. Kelly Geiger arrived at 7:10. Allen Broderick and Ellie George were absent.

City Manager Chris Clayton; City Attorney Dan O'Conner; 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**

Police Chief Kris Allison introduced the Volunteers in Police Service. She explained the amount of hours the volunteers put in and how important their work is to the City. She introduced Nikki Peterson and explained her roll in coordinating the volunteers.

**VI. CONSENT AGENDA**

**A. Approval of September 11, 2014 City Council Minutes**

**Rick Samuelson moved to approve the Consent Agenda as presented.** Bruce Dingler seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; David Douglas, yes; and Rick Samuelson, yes. Motion approved.

**VII. ITEMS REMOVED FROM CONSENT AGENDA - NONE**

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

**A. Ordinance No. 1996, Amending Central Point Municipal Code Chapter 3.24 Transient Room Tax**

City Manager Chris Clayton explained this is the second reading of an Ordinance to update the definitions and process for a cleaner method to collect transient room tax. A public hearing was held at the first reading and no changes were recommended at that time. The current rate of 9% is consistent with other

jurisdictions in Jackson County and state wide and does not warrant an adjustment.

**Rick Samuelson moved to approve Ordinance No. 1996, Amending Central Point Municipal Code Chapter 3.24 Transient Room Tax.** David Douglas seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Kelly Geiger, yes; David Douglas, yes; and Rick Samuelson, yes. Motion approved.

**B. Public Hearing – First Reading An Ordinance Amending Portions of Central Point Municipal Code Chapter 16 Subdivisions in Regards to Structures over City Easements**

Parks and Public Works Director Matt Samitore explained several issues over the past year where the city had to enforce the removal of structures that were built over city easements. This was not a pleasant process for the city staff or the property owners who had built the structures not realizing there were water or storm lines under their structure.

There are rare occasions when it is necessary to run infrastructure under private property in order to service part of a subdivision. The public utility easement is listed on the property title so property owners are aware when they purchase the property, but in several cases they forget, or are not aware they cannot build structures over the easements. When a structure is built over the water and storm drain lines the weight can eventually crush the lines.

The revised Ordinance addresses the difference between a city easement and public utility easement as well as defines what is allowed to be constructed over a city easement. Amendments to the current code will give the city the tools to enforce compliance. Staff has done a preliminary search of other city easements and currently there are no issues. With the recommended changes staff will remind the current property owners that there are easements and they are not allowed to build structures on them. Staff hopes that these changes will encourage property owners to come into city hall and discuss any concerns they have regarding the easements.

Mayor Williams opened the public hearing, no one came forward and the public hearing was closed.

There was concern regarding property owners not being allowed to put structures on their properties because of a city easement. Mr. Samitore assured the Council that this does not happen very often but there are times when there is not a public right of way accessible to certain areas. City easements are put in prior to developments and the construction of homes. Property owners are supposed to be aware of all easements when they purchase property. They are listed on the title papers.

**Bruce Dingler moved to second reading an Ordinance Amending Portions of Central Point Municipal Code Chapter 16 Subdivisions in Regards to Structures over City Easements.** Kelly Geiger seconded. Roll call: Hank

Williams, yes; Bruce Dinger, yes; Kelly Geiger, yes; David Douglas, yes; and Rick Samuelson, yes. Motion approved.

## **IX. BUSINESS**

### **A. Review of Rogue Disposal & Recycling's Annual Consumer Price Index Based Rate Adjustment**

Mr. Clayton explained that the Franchise Agreement between Central Point and Rogue Disposal allows for an annual consumer price index rate adjustment. The adjustment must be reviewed by the city to ensure accuracy and that all the provisions of the franchise agreement are met. He reviewed the proposed 1.7% rate increase, and the requirements of the current franchise agreement and found that calculations to be accurate and appropriate.

Garry Penning from Rogue Disposal explained a CPI annual increase is easier on the customers than waiting for three years and then implementing a larger increase. They have found that customers prefer the small increases each year rather than a large increase all at once. This year they have approached the City early in order to alert the citizens in their next billing cycle instead of sending out a special notice.

**Kelly Geiger moved to approve the Rogue Disposal and Recycling's 2015 proposed rate adjustment of 1.7%.** Bruce Dinger seconded. Roll call: Hank Williams, yes; Bruce Dinger, yes; Kelly Geiger, yes; David Douglas, yes; and Rick Samuelson, yes. Motion approved.

### **B. Enterprise Zone Adoption Update**

Community Development Director Tom Humphrey explained that the Jackson County Board of Commissioners met on October 8, 2014 to consider the County Enterprise Zone Boundary Change and a Rural Renewable Energy Development Zone Designation to include Central Point. The County Board of Commissioners considered the zones at a public hearing and approved each of the new designations for Central Point. The Enterprise Zone offers tax incentives to specific businesses that develop or expand within the zone. Central Point and the Jackson County Expo have now been added to the County's zone. The land with in the City's CP-1B Urban Reserve Area (Tolo) was already part of the zone.

Mr. Humphrey explained that all commercial and industrial lands within Central Point have been added to the Enterprise Zone. The incentive is only for specific types of businesses and will not be available to everyone. With this designation all of Central Point can be an incentive for new or expanding businesses.

In a separate action the Board of Commissioners designated all land outside of Medford and the Medford UGB as part of a RRED zone. This designation offers tax incentives to businesses that produce renewable energy through various means (hydro, wind, solar, etc.). Jackson County becomes the thirteenth county in Oregon that has a renewable energy zone.

### **C. Planning Commission Report**

Mr. Humphrey presented the Planning Commission report for October 7, 2014:

- The Commission considered and approved amendments of a major modification application to the Twin Creeks Transit Oriented Development (TOD) District Master Plan Exhibit 18, land use plan, adjusting the land use designation on one tax lot from HMR to LMR. Related minor modifications to Exhibits 31, 35, 36, and 37 were also included to validate other amendments to the Master Plan. The expiration date for the Master Plan was also considered for amendment. The applicant, Twin Creeks Development in cooperation with Twin Creeks Retirement, sought the amendments. The Commission needed to amend the master plan before they could consider any zone changes. They were able to find that amendments to the plan were justified and the intent to of the plan would not be compromised if amendments were made. The resulting housing density changes, the removal of some traffic calming and the re-designation of some of the mixed uses do not detract from the overall goals of the Twin Creek TOD. The Commission approved the amendments and extended the expiration date of the Master Plan to October 7, 2024. The Commission voted unanimously in favor of this resolution.
- The Commission approved Resolution No. 808 forwarding a favorable recommendation to the City Council for a zone change application to Twin Creeks TOD to change the zoning on Lot 33 of Twin Creeks Crossing Phase I from HMR to LMR to facilitate the expansion of Twin Creeks Retirement. Due to the success of Twin Creeks Retirement, the applicants have requested a zone change to construct attached row houses (multiplexes) and offer independent living as part of the retirement model. The area being considered for LMR would also include an active recreation area and pool. After having approved changes to the master plan, the Commission affirmed their findings of compatibility and unanimously approved the resolution.

### **X. MAYOR'S REPORT**

Mayor Williams reported that he attended:

- Two Medford Water Commission meetings where they discussed water service agreements.
- A meeting with Rogue Community College.
- The League of Oregon Cities Conference and enjoyed the topic of Home Rule where Marijuana was the topic of discussion. The City received a Gold Safety Award from CIS. He enjoyed the debate between the candidates for Governor; this was the first time all candidates had been together. He encouraged more Council members to attend the LOC. It is a great opportunity to network with other city elected officials from around the state. The Rogue Valley Hospitality Suite was well attended and our

City Recorder and the Medford City Recorder Glenda Wilson did a great job of representing the Valley.

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

City Manager Chris Clayton reported that:

- The Home Rule discussion at the LOC Conference was very educational. It was a very good conference this year.
- David Rabiner will at RVCOG in November giving a seminar on Local Government Leadership for the Next Decade. He was a speaker at LOC. City Managers will be attending and Council members are invited.
- The Medford Water Service Agreement is almost complete. They have rewritten it several times and it is very close to what we need to serve our citizens.
- There will be a Development Commission meeting on October 23, 2014 to discuss the higher than expected tax revenue collected. The Commission will have a couple of options on what they would like to do with the extra amount.
- He met with Jackson County to discuss the new municipal court building on Hamerick Road. They will be including a Central Point Police Substation in the new construction project. They will be annexing the property into the city prior to construction.
- Council will be discussing the issue of the warming center on Pine Street before the weather turns cold. Several businesses downtown are concerned about the center opening again this winter. The church where the shelter has been in the past is not zoned for this type of use and the Council should discuss how they would like to address the issue.
- Hidden Grove Subdivision is requesting that the city take over the remaining infrastructure within the subdivision. This will be brought to the Council for discussion at a future meeting.

## **XII. COUNCIL REPORTS**

Council Member Kelly Geiger reported that he:

- has been working with the new Chamber CEO and they are making great progress of getting the Chamber back in working order and able to support the businesses in Central Point.
- Went on a Police ride along last night, he was very impressed with our officers and the way they handle situations. He was with Officer Vargas during the late shift. If you have not had the opportunity to do this each Council member should participate in this program.

Council Member Rick Samuelson reported that he attended the Study Session and the Police Department Open House which was well attended by the Community.

Council Member Bruce Dingler reported that he attended the Study Session.

Council Member David Douglas reported that he has been busy with football season and apologized for missing meetings. The Central Point Pop Warner Football raised a lot of money at their event last weekend.

### **XIII. DEPARTMENT REPORTS**

Parks and Public Works Director Matt Samitore reported that:

- Mr. Clayton will provide some background in his weekly report regarding the infrastructure for Hidden Grove.
- It is time to restripe South Front Street. He would like to discuss the option of a bike lane and narrow lanes to match North Front Street with the Council. We are mandated by the state to have bike lane options throughout town. By adding a bike lane it would narrow the lanes and possibly slow traffic. If Council would like to see this option staff would like to start a stake holders group to discuss it.

Police Chief Kris Allison reported that:

- The Police Department Open House had approximately 300 citizens attend. Each year the event grows.
- The department participated in what they hope is the first annual Battle of the Badges baseball tournament with Fire District No. 3. Unfortunately the Fire District won the trophy this year.
- She has been working on the aggressive dog ordinance and should bring it before the council soon.

Community Development Director Tom Humphrey reported that:

- FEDEX has contacted the department about expanding their facility.
- Verizon is looking to put a stealth cell tower on the Grange Tower. Our code requires that any cell tower be stealth and not noticeable as a cell tower. Any plans would need to be approved by the department.
- He is working on the conceptual plans for CP-4 that will expand the City limits out to the Tolo area. CP-4 will need to be incorporated into the City before we can expand to the Tolo area. He is scheduling joint meetings with the Jackson County Planning Commission for the UGB expansion.

### **XIV. EXECUTIVE SESSION – ORS 192.660 (2)(e) Real Property Transactions and 192.660 (2)(h) Legal Counsel.**

**Bruce Dingler moved to adjourn to Executive Session under ORS 192.660 (2)(e) Real Property Transactions and 192.660 (2)(h) Legal Counsel.** Rick Samuelson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Kelly Geiger, yes; David Douglas, yes; and Rick Samuelson, yes. Motion approved.

### **XV. ADJOURNMENT**

Kelly Geiger moved to adjourn, Rick Samuelson seconded, all said “aye” and the Council Meeting was adjourned at 8:56 p.m.

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

Dated:

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

ATTEST:

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



**ADMINISTRATION DEPARTMENT**

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

**STAFF REPORT**

October 23, 2014

**AGENDA ITEM: Appointment of Candace Clements to the Central Point Multicultural Committee**

**STAFF SOURCE:**

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Deanna Casey, City Recorder

**BACKGROUND/SYNOPSIS:**

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The City has received an application from Candace Clements to become a member of the Central Point Multicultural Committee. Currently the committee has three members Amy Sweet, Chair; Christina Garrett; and Cherie Reeves-Rutledge.

The Term for Mrs. Clements will end December 31, 2017. The terms for this committee are for three years. There is one meeting left in 2014.

**FISCAL IMPACT:**

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There is no financial impact to the City.

**ATTACHMENTS:**

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Committee Application from Candice Clements

**RECOMMENDATION:**

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Approval of Consent Agenda.

**PUBLIC HEARING REQUIRED:**

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No

**SUGGESTED MOTION:**

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I move to approve the Consent Agenda as presented.

Attn: Multi-Cultural Committee



City of Central Point, Oregon  
140 S 3rd Street, Central Point, OR 97502  
541.664.3321 Fax 541.664.6384  
[www.centralpointoregon.gov](http://www.centralpointoregon.gov)

Administration Department  
Phil Messina, City Administrator  
Deanna Casey, City Recorder

APPLICATION FOR APPOINTMENT TO  
CITY OF CENTRAL POINT COMMITTEE

Name: Landace Clements Date: 10/2/14

Address: 527 Brandon St. L.P. OR 97502

Home Phone: 541-423-5025 Business Phone: \_\_\_\_\_ Cell Phone: 541-840-

Fax: \_\_\_\_\_ E-mail: clements.landace@gmail.com 4558

Are you a registered Voter with the State of Oregon? Yes X No \_\_\_\_\_

Are you a city resident? Yes X No \_\_\_\_\_

Which Committee(s) would you like to be appointed to: Multi-Cultural Committee  
*(Dates of meetings are listed at the end of this application. Please make sure those dates work with your schedule before you apply. Council and Planning Commission members are required to file Ethics reports to the State of Oregon.)*

Employment, professional, and volunteer background: I am currently a Legal Assistant at the Center for non-profit legal services. I also being a graphic designer for many years, handle their graphics/design

Community affiliations and activities: I also actively volunteer at my son's school (Sacred Heart) where I design various graphics for fundraising events.

Previous City appointments, offices, or activities: fundraising events.  
none

Central Point Committee Application

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As additional background for the Mayor and City Council, please answer the following questions.

1. Please explain why you are interested in the appointment and what you would offer to the community.

I met a member of this committee at the multi-cultural fair where I was manning the CNPLS booth. She convinced me I should

2. Please describe what you believe are the major concerns of the City residents and businesses that this committee should be concerned about.

Helping to spread the word about different cultures, especially Southern Oregon which is somewhat homogeneous culturally.

3. Please provide any additional information or comments which you believe will assist the City Council in considering your application.

I was told this committee would be dissolved without additional appointees. I understand the importance of keeping it alive.

4. Do you anticipate that any conflicts of interest will arise if you are appointed; and if so, how would you handle them?

no

Meeting Dates (All meeting dates are subject to change or additions, times vary for each committee):

Arts Commission: Meeting dates vary

Citizens Advisory Committee: 2<sup>nd</sup> Tuesday of every quarter.

Council Meetings: 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month

Council Study Sessions: 3<sup>rd</sup> Monday of each month (subject to change)

Multicultural Committee: 2<sup>nd</sup> Monday Quarterly

Planning Commission: 1<sup>st</sup> Tuesday of each month

Parks and Recreation Committee/Foundation: Meeting dates vary

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation and/or omission of facts are cause for removal from any council, advisory committee, board or commission I may be appointed to. All information/documentation related to service for this position is subject to public record disclosure.

Date: 6/2/14

Signature: [Handwritten Signature]



STAFF REPORT

Matt Samitore, Director

**To:** Honorable Mayor and City Council Members  
**From:** Jennifer Boardman, Central Point Parks and Recreation  
**Subject:** Street Closure for Community Christmas  
**Date:** 11/13/14

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**SUBJECT:** Proposed street and lane closure for Community Christmas. Closure times at Pfaff Park and on Pine Street will be from 3:30-7:00 pm on Friday, 12/5/14. Street Closure will include the 4 immediate streets around City Hall, in addition to Oak Street (between 4<sup>th</sup> and 2<sup>nd</sup> Streets) will be from 3:30-8:30 pm.

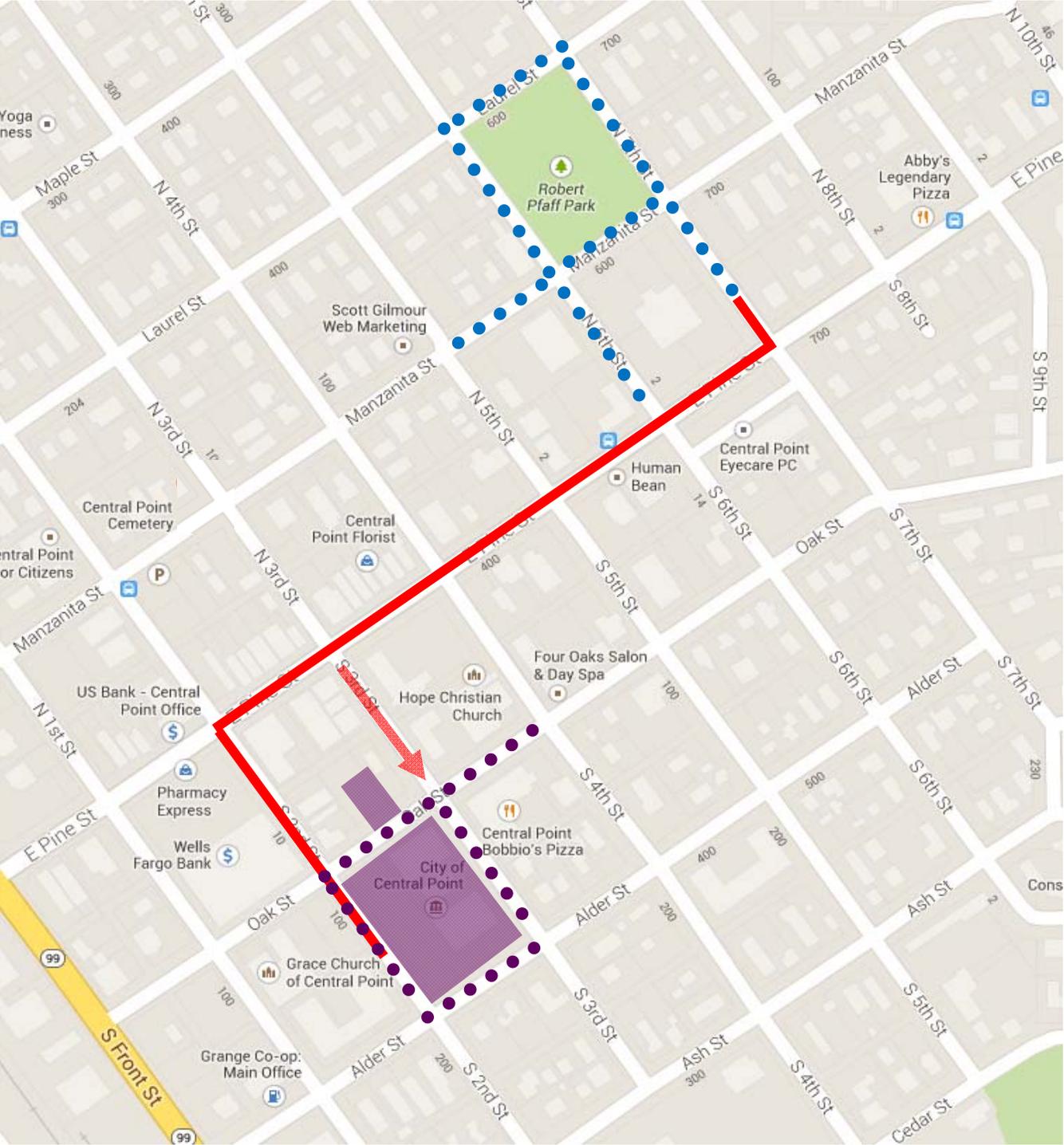
**SUMMARY:** The Central Point Parks and Recreation Department in conjunction with local business groups will present the Community Christmas Lights Parade event on December 5, 2014. The staging area at Pfaff Park and the parade route will be closed from 3:30-7:00 pm and street closure around City Hall will continue to be closed for hay rides and event activities until 8:30 pm. The total time for street/lane closures will be for five hours from 3:30-8:30 pm.

Staging of floats around Pfaff Park will begin at 3:30 pm. Parade entries and floats will travel south on 7th street to Pine. They will travel west on Pine street to 2nd. On 2nd Street the floats will travel south to finish around City Hall. Oak Street from 3rd to 4th will also be closed to allow easier access to Bobbios Pizza and additional activities with local business groups on this street as well. The streets around City Hall and Oak Street will remain closed for hay rides and event activities until 8:30 pm.

The lane closures are done in an effort to reduce the possibility of injury to participants and also ensure that local business groups have access and minimize disruption of their services. Please see attached maps to better understand the traffic movement.

**RECOMMENDED MOTION:** City Council approve the street closure for the Community Christmas event as described in the attached maps based on the information provided.

# 2014 Community Christmas Lights Parade Map



Foot traffic from Parade to City Hall



Parade Staging Area (closed streets)



Parade Route (closed streets)



Parade Route - break down in CPE parking lot



Closed Streets at City Hall



City Hall Activities



## Staff Report

Finance Department  
Bev Adams, Finance Director

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**To:** Mayor & Council  
**From:** Bev Adams, Finance Director *BA*  
**Date:** October 23, 2014  
**Subject:** 1<sup>st</sup> Quarter Financial Statements

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### Background:

Attached are the City's financial statements for the period ending September 30, 2014. This report reflects the first three months of the 2014/15 fiscal year. Revenues are coming in as expected for the time period. Generally speaking, charges for services are slightly above average due to summer activity. In the general fund, licenses and fee collection appears high (95%) due to business licenses which are billed out the first of July and collected primarily in the first quarter. General fund tax revenue remains low until November when the tax collection period begins.

Beginning fund balances are unaudited at this time. The annual audit is still in process, and we expect to have audited balances as early as the end of this month (October). However, up to this date there have been very few audit adjustments, so we expect the beginning fund balances to remain consistent with what is reported here. Most every projected fund carryover was met or exceeded at year end, with the exception of the Debt Service fund which was under the projected carryover by (\$3,857).

Department expenses are in line with budget appropriations for this time period. The High Tech Crime Unit budget is in the process of being closed out, so final expenses are being paid causing the budget to be expended early in the year. The closing of the HTCUC fund will require a supplemental budget as soon as final distribution of the remaining money is determined.

The recent refinance of debt is now completed and final payments on the old series will be made by December 1<sup>st</sup> of this year. It appears that the new Series 2014 payments (in addition to the final payments on the refinanced debt) may still fall within the appropriated debt service payments for this year. If not, then this will be an item requiring a supplemental budget.

### Recommended Action:

That Council review and accept the first quarter financial statements and report.

**City of Central Point**  
**Council Financial Statements**  
*For period ending September 30, 2014*

*Fiscal Year to date* 25.00%

	2014/15 Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b>General Fund - 10</b>				
<b>Revenues</b>				
Taxes	\$6,125,000	\$436,755	\$5,688,245	7.13%
Licenses & Fees	59,500	56,590	2,910	95.11%
Intergovernmental	497,100	82,428	414,672	16.58%
Charges for Service	994,500	251,575	742,925	25.30%
Fines and Forfeitures	105,000	26,431	78,569	25.17%
Interest Income	32,500	3,267	29,233	10.05%
Miscellaneous	137,000	33,887	103,113	24.74%
Transfers In	0	0	0	0.00%
<b>Total Revenues</b>	<b>7,950,600</b>	<b>890,934</b>	<b>7,059,666</b>	<b>11.21%</b>
<b>Expenditures by Department</b>				
Administration	701,100	165,846	535,254	23.66%
City Enhancement	198,500	66,972	131,528	33.74%
Technical Services	548,400	162,078	386,322	29.55%
Mayor & Council	61,250	24,321	36,929	39.71%
Finance	775,600	174,995	600,605	22.56%
Parks & Recreation - Parks	783,350	202,832	580,518	25.89%
Parks & Recreation - Recreation	522,740	83,303	439,437	15.94%
Planning	403,850	87,180	316,670	21.59%
Police	4,130,910	1,073,262	3,057,648	25.98%
Interdepartmental	95,000	100,296	(5,296)	105.57%
Transfers Out	44,000	44,000	0	100.00%
Contingency	160,000	0	160,000	0.00%
<b>Total Expenditures by Department</b>	<b>8,424,700</b>	<b>2,185,085</b>	<b>6,239,615</b>	<b>25.94%</b>
Net Change in Fund Balance		(1,294,151)		
Beginning Fund Balance	2,098,460	2,495,673	397,213	
Ending Fund Balance	1,624,360	1,201,522	(422,838)	

	2014/15 Budget	Revenues & Expenditures	Difference	Percentage Received/Used
<b>High Tech Crime Task Force Fund</b>				
<b>Revenues</b>				
Intergovernmental Revenue	\$40,000	\$1,209	\$38,791	3.02%
Charges for Services	0	0	0	0.00%
Miscellaneous	0	0	0	0.00%
Interfund Transfers	0	0	0	0.00%
<b>Total Revenues</b>	<b>40,000</b>	<b>1,209</b>	<b>38,791</b>	<b>3.02%</b>
<b>Expenditures</b>				
Operations	38,500	42,524	0	0.00%
Capital Outlay	0	0	0	0.00%
Contingency	0	0	0	0.00%
<b>Total Expenditures</b>	<b>38,500</b>	<b>42,524</b>	<b>0</b>	<b>0.00%</b>
Net Change in Fund Balance		(41,315)		
Beginning Fund Balance	137,755	186,625	48,870	
Ending Fund Balance	139,255	145,310	6,055	

**City of Central Point  
Council Financial Statements  
For period ending September 30, 2014**

Fiscal Year to date 25.00%

	2014/15 Budget	Revenues & Expenditures	Difference	Percentage Received/Used
<b>Street Fund - 20</b>				
<b>Revenues</b>				
Franchise Tax	\$240,000	\$31,347	\$208,653	13.06%
Charges for Services	550,000	149,584	400,416	27.20%
Intergovernmental Revenue	990,000	238,105	751,895	24.05%
Interest Income	11,000	1,866	9,134	16.96%
Miscellaneous	5,000	890	4,110	17.80%
Transfers In	0	0	0	0.00%
<b>Total Revenues</b>	<b>1,796,000</b>	<b>421,792</b>	<b>1,374,208</b>	<b>23.49%</b>
<b>Expenditures</b>				
Operations	1,772,200	\$379,724	1,392,476	21.43%
SDC	253,000	27,355	225,645	10.81%
Contingency	100,000	0	100,000	0.00%
<b>Total Expenditures</b>	<b>2,125,200</b>	<b>407,079</b>	<b>1,718,121</b>	<b>19.15%</b>
Net Change in Fund Balance		14,713		
Beginning Fund Balance	1,594,730	<b>1,732,572</b>	137,842	
Ending Fund Balance	<b>1,265,530</b>	<b>1,747,285</b>	<b>481,755</b>	

**Capital Improvement Fund - 30**

<b>Revenues</b>				
Intergovernmental	\$0	\$33,000	(\$33,000)	0.00%
Charges for Services	60,000	28,328	31,672	47.21%
Interest Income	700	185	515	26.41%
<b>Total Revenues</b>	<b>60,700</b>	<b>61,513</b>	<b>(813)</b>	<b>101.34%</b>
<b>Expenditures</b>				
Parks Projects	0	0	0	0.00%
Parks Projects - SDC	10,000	8,302	1,698	83.02%
Transfers Out	100,000	100,000	0	0.00%
<b>Total Expenditures</b>	<b>110,000</b>	<b>108,302</b>	<b>1,698</b>	<b>98.46%</b>
Net Change in Fund Balance		(46,789)		
Beginning Fund Balance	68,625	<b>95,767</b>	27,142	
Ending Fund Balance	<b>19,325</b>	<b>48,978</b>	<b>29,653</b>	

**City of Central Point**  
**Council Financial Statements**  
*For period ending September 30, 2014*

		<i>Fiscal Year to date</i>		<u>25.00%</u>
	2014/15 Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b>Reserve Fund- 35</b>				
<b>Revenues</b>				
Interest	\$4,000	\$742	\$3,258	18.56%
Transfers In	0	0	0	100.00%
<b>Total Revenues</b>	<b>4,000</b>	<b>742</b>	<b>0</b>	<b>18.56%</b>
<b>Expenditures</b>				
Facility Improvements	40,000	0	40,000	0.00%
<b>Total Expenditures</b>	<b>40,000</b>	<b>0</b>	<b>40,000</b>	<b>0.00%</b>
Net Change in Fund Balance		742		
Beginning Fund Balance	569,800	<b>569,969</b>	169	
Ending Fund Balance	<b>533,800</b>	<b>570,711</b>	<b>36,911</b>	
<b>Debt Service Fund- 40</b>				
<b>Revenues</b>				
Charges for Service	\$224,000	\$48,075	\$175,925	21.46%
Interest Income	100	619	(519)	619.17%
Intergovernmental	162,870	0	162,870	0.00%
Special Assessments	60,000	10,128	49,872	16.88%
Transfers In	199,000	199,000	0	100.00%
<b>Total Revenues</b>	<b>645,970</b>	<b>257,822</b>	<b>388,148</b>	<b>39.91%</b>
<b>Expenditures</b>				
Debt Service	645,600	122,400	523,200	18.96%
<b>Total Expenditures</b>	<b>645,600</b>	<b>122,400</b>	<b>523,200</b>	<b>18.96%</b>
Net Change in Fund Balance		135,422		
Beginning Fund Balance	45,800	<b>41,943</b>	(3,857)	
Ending Fund Balance	<b>46,170</b>	<b>177,365</b>	<b>131,195</b>	
<b>Building Fund- 50</b>				
<b>Revenues</b>				
Charges for Service	\$144,500	\$48,709	\$95,791	33.71%
Interest Income	1,500	322	1,178	21.50%
Miscellaneous	0	0	0	0.00%
<b>Total Revenues</b>	<b>146,000</b>	<b>49,032</b>	<b>96,968</b>	<b>33.58%</b>
<b>Expenditures</b>				
Personal Services	156,300	30,229	126,071	19.34%
Materials and Services	16,300	3,774	12,526	23.15%
Contingency	3,000	0	3,000	0.00%
<b>Total Expenditures</b>	<b>175,600</b>	<b>34,003</b>	<b>141,597</b>	<b>19.36%</b>
Net Change in Fund Balance		15,029		
Beginning Fund Balance	133,495	<b>184,271</b>	50,776	
Ending Fund Balance	<b>103,895</b>	<b>199,300</b>	<b>95,405</b>	

**City of Central Point  
Council Financial Statements  
For period ending September 30, 2014**

Fiscal Year to date 25.00%

	2014/15 Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b>Water Fund - 55</b>				
<b>Revenues</b>				
Charges for Services	\$2,885,500	\$1,168,169	\$1,717,331	40.48%
Interest Income	6,000	1,967	4,033	32.78%
Miscellaneous	10,000	1,365	8,635	13.65%
<b>Total Revenues</b>	<b>2,901,500</b>	<b>1,171,500</b>	<b>1,730,000</b>	<b>40.38%</b>
<b>Expenditures</b>				
Operations	3,038,300	635,946	2,402,354	20.93%
SDC Improvements	16,000	0	16,000	0.00%
Contingency	145,000	0	145,000	0.00%
<b>Total Expenditures</b>	<b>3,199,300</b>	<b>635,946</b>	<b>2,563,354</b>	<b>19.88%</b>
Net Change in Fund Balance		535,554		
Beginning Fund Balance	1,794,160	<b>1,895,796</b>	101,636	
Ending Fund Balance	<u>1,496,360</u>	<u>2,431,350</u>	<u>934,990</u>	
<b>Stormwater Fund - 57</b>				
<b>Revenues</b>				
Charges for Services	\$841,150	\$214,209	\$626,941	25.47%
Interest Income	4,000	1,050	2,950	26.25%
Miscellaneous	0	2,475	(2,475)	0.00%
<b>Total Revenues</b>	<b>845,150</b>	<b>217,734</b>	<b>627,416</b>	<b>25.76%</b>
<b>Expenditures</b>				
Operations	826,650	189,978	636,672	22.98%
SDC	25,000	1,636	23,364	6.54%
Contingency	43,000	0	43,000	0.00%
<b>Total Expenditures</b>	<b>894,650</b>	<b>191,614</b>	<b>703,036</b>	<b>21.42%</b>
Net Change in Fund Balance		26,120		
Beginning Fund Balance	731,390	<b>834,999</b>	103,609	
Ending Fund Balance	<u>681,890</u>	<u>861,119</u>	<u>179,229</u>	

**City of Central Point  
Council Financial Statements  
For period ending September 30, 2014**

*Fiscal Year to date* 25.00%

	2014/15 Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b><i>Internal Services Fund - 60</i></b>				
<b>Revenues</b>				
Charges for Services	\$1,115,800	\$283,875	\$831,925	25.44%
Interest Income	2,000	470	1,530	23.50%
Miscellaneous	10,000	0	10,000	0.00%
<b>Total Revenues</b>	<b>1,127,800</b>	<b>284,345</b>	<b>843,455</b>	<b>25.21%</b>
<b>Expenditures</b>				
Facilities Maintenance	254,000	53,871	200,129	21.21%
PW Administration	674,200	155,796	518,404	23.11%
PW Fleet Maintenance	307,100	57,635	249,465	18.77%
Contingency	0	0	0	0.00%
Interfund Transfers	0	0	0	0.00%
<b>Total Expenditures</b>	<b>1,235,300</b>	<b>267,302</b>	<b>967,998</b>	<b>21.64%</b>
Net Change in Fund Balance		17,043		
Beginning Fund Balance	139,000	<b>255,454</b>	116,454	
Ending Fund Balance	31,500	<b>272,497</b>	240,997	

**City of Central Point**  
**Budget Compliance Report**  
**For period ending September 30, 2014**

Fiscal Year to date 25.00%

		2014/15 Budget	Year to Date Expenditures	Percent Used	Difference
<b>General</b>	Administration	\$701,100	\$165,846	23.66%	\$535,254
	City Enhancement	198,500	66,972	33.74%	131,528
	Technical Services	548,400	162,078	29.55%	386,322
	Mayor and Council	61,250	24,321	39.71%	36,929
	Finance	775,600	174,995	22.56%	600,605
	Parks & Recreation - Parks	783,350	202,832	25.89%	580,518
	Parks & Recreation - Recreation	522,740	83,303	15.94%	439,437
	Community Development	403,850	87,180	21.59%	316,670
	Police	4,130,910	1,073,262	25.98%	3,057,648
	Interdepartmental	95,000	100,296	105.57%	(5,296)
	Transfers	44,000	44,000	100.00%	0
	Contingency	160,000	0	0.00%	160,000
		<b>8,424,700</b>	<b>2,185,085</b>	<b>25.94%</b>	<b>6,239,615</b>
<b>HTCTF</b>	Materials and Services	38,500	42,524	110.45%	(4,024)
		<b>38,500</b>	<b>42,524</b>	<b>110.45%</b>	<b>(4,024)</b>
<b>Street</b>	Operations	1,772,200	379,724	21.43%	1,392,476
	SDC Improvements	253,000	27,355	10.81%	225,645
	Contingency	100,000	0	0.00%	100,000
		<b>2,125,200</b>	<b>407,079</b>	<b>19.15%</b>	<b>1,718,121</b>
<b>Capital Projects</b>	Park Projects	0	0	0.00%	0
	Park Projects - SDC	52,000	8,302	15.97%	43,698
	Transfers	65,000	100,000	0.00%	(35,000)
		<b>117,000</b>	<b>108,302</b>	<b>92.57%</b>	<b>8,698</b>
<b>Debt Service</b>	Debt Service	<b>645,600</b>	<b>122,400</b>	<b>18.96%</b>	<b>523,200</b>
<b>Building</b>	Personnel Services	156,300	30,229	19.34%	126,071
	Materials and Services	16,300	3,774	23.15%	12,526
	Contingency	3,000	0	0.00%	3,000
		<b>175,600</b>	<b>34,003</b>	<b>19.36%</b>	<b>141,597</b>
<b>Water</b>	Operations	3,038,300	635,946	20.93%	2,402,354
	SDC Improvements	16,000	0	0.00%	16,000
	Contingency	145,000	0	0.00%	145,000
		<b>3,199,300</b>	<b>635,946</b>	<b>19.88%</b>	<b>2,563,354</b>
<b>Stormwater</b>	Operations	714,650	189,978	26.58%	524,672
	SDC Improvements	25,000	1,636	6.54%	23,364
	Contingency	43,000	0	0.00%	43,000
		<b>782,650</b>	<b>191,614</b>	<b>24.48%</b>	<b>591,036</b>
<b>Internal Services</b>	Facilities Maintenance	254,000	53,871	21.21%	200,129
	PW Administration	674,200	155,796	23.11%	518,404
	PW Fleet Maintenance	307,100	57,635	18.77%	249,465
		<b>1,235,300</b>	<b>267,302</b>	<b>21.64%</b>	<b>967,998</b>
	<b>Total City Operations</b>	<b>\$16,743,850</b>	<b>\$3,994,255</b>	<b>23.86%</b>	<b>\$12,749,595</b>

# **Ordinance**

## **Amending Chapter 16 of the CPMC**



**ADMINISTRATION DEPARTMENT**

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

**STAFF REPORT**

October 14, 2014

**AGENDA ITEM: Second reading of an ordinance amending chapter 16 Subdivisions in regards to structures over city easements.**

Consideration of an ordinance amending portions of Chapter 16 Structures in regards to structures over city easements.

**STAFF SOURCE:**

Matt Samitore, Parks & Public Works Director

**BACKGROUND/SYNOPSIS:**

This past summer the City had to enforce several structures that were illegally constructed over City utility easements. In trying to enforce the removal of the structures it became clear that the current municipal code does not clearly define that structures are prohibited to be constructed over the city easements.

The revised ordinance addresses the difference between a city easement and public utility easement as well as defines what is allowed to be constructed over a city easement.

There were no changes between first and second reading.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

1. Ordinance revisions to the definitions section and the easements section are attached.

**RECOMMENDATION:**

City Staff: City staff recommends approving the first reading.

**PUBLIC HEARING REQUIRED:**

No.

**SUGGESTED MOTION:**

I move to approve ordinance \_\_\_\_ amending Chapter 16 of the Central Point Municipal Code to define what structures can be constructed over city utility easements.

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

**AN ORDINANCE AMENDING PORTIONS OF  
CENTRAL POINT MUNICIPAL CODE CHAPTER 16 SUBDIVISIONS  
IN REGARDS TO STRUCTURES OVER CITY EASEMENTS**

Recitals:

- A. Words ~~lined through~~ are to be deleted and words **in bold** are added.
- B. Chapter 16.08 Definitions is to be amended to include “City Utility Easement” and “Structure”.
- C. Chapter 16.24.030 Blocks – Easements will be amended to further clarify what is allowed in a city utility easement.

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

SECTION 1. Chapter 16.08 Definitions is hereby amended to read as follows:

Chapter 16.08  
DEFINITIONS

Sections:

**16.08.010** Definitions.

16.08.010 Definitions.

As used in this title the masculine gender includes the feminine and neuter gender and the singular includes the plural. The following words and phrases, unless the context otherwise requires, shall have the meanings assigned to them.

1. “Alley” means a narrow street through a block primarily for vehicular service access to the back or side of properties otherwise abutting on another street.
2. “Applicant” means the owner or contract purchaser of the property sought to be subdivided, partitioned or developed, or the person duly authorized in writing by such person or persons to act as agent to seek subdivision, partition or development, and in connection therewith, to bind the property to any conditions thereof.

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3. “Building line” means a line on a plat indicating the limit beyond which buildings or structures may not be erected.
4. “City” means any representative of the city of Central Point authorized to make the decision in question, including but not limited to the public works director, the city manager, the planning commission or the city council.
- 5. “City Utility Easement” is an easement that is dedicated or granted for City water, sewer or storm drain.**
- 6.5. “Cul-de-sac” (dead-end street) means a short street having one end open to traffic and being terminated by a vehicle turn-around.
- 7.6. “Development plan” means any plan as defined in Central Point Municipal Code Section [15.16.010](#).
8. 7. “Easement” means a grant of the right to use a strip of land for specific purposes.
9. 8. “Final plat” means the final map and other writing containing all the descriptions, locations, specifications, provisions and information concerning a subdivision, and where applicable, includes a partition plat prepared by a registered professional land surveyor.
10. 9. “Flag lot” means a lot or parcel surrounded by other parcels on all sides and connected to the public right-of-way by a privately owned driveway or easement for ingress and egress.
11. 10. “Half street” means a portion of the width of a street, usually along the edge of a subdivision where the remaining portion of the street has been or could later be provided in another subdivision.
12. 11 “Lot” means a parcel of land intended as a unit for transfer of ownership or for development.
13. 12 “Major partition” means a partition which includes the creation of a road or street.
14. 13 “Minor partition” means a partition which does not include the creation of a road or street.
15. 14. “Partition” means either an act of partitioning land or an area or tract of land partitioned as defined by this chapter.

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**16** ~~15~~. “Partition plat” means the final map and other writing containing all the descriptions, locations, specifications, provisions and information concerning a major or minor land partition.

**17** ~~16~~. “Partitioned land” means to divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. “Partitioned land” does not include divisions of land resulting from lien foreclosures; divisions of land resulting from the creation of cemetery lots; and divisions of land made pursuant to a court order, including but not limited to court orders in proceedings involving the state or intestate succession; and “partitioned land” does not include any adjustment of a lot line by the relocation of a common boundary where an additional parcel is not created and where the existing parcel reduced in size by the adjustment is not reduced below the minimum lot size established by any applicable zoning ordinance.

**18** ~~17~~. “Pedestrian way” means a right-of-way for pedestrian traffic.

**19** ~~18~~. “Person” means an individual, firm, partnership, corporation, company, association, syndicate or any legal entity, and including any trustee, receiver, assignee or other similar representative thereof.

**20** ~~19~~. “Planning commission” means the planning commission of the city.

**21** ~~20~~. “Reversed corner lot” means a corner lot, the side street line of which is substantially a continuation of the front lot line of the first lot to its rear.

**22.** ~~21~~ “Right-of-way” means all areas conveyed or dedicated to the public or city, or in actual use by the public or city, for vehicular, pedestrian or utility use.

**23** ~~22~~. “Road” or “street” means a public or private way that is created to provide ingress or egress for persons to one or more lots, parcels, areas or tracts of land.

**24** ~~23~~. “Roadway” means the portion or portions of street rights-of-way developed for vehicular traffic.

**25** ~~24~~. “Sidewalk” means a pedestrian walkway with permanent surfacing.

**26** ~~25~~. “Street” means the entire width between the boundary lines of every way which provides for public use for the purpose of vehicular and pedestrian traffic and the placement of utilities and includes the terms road, highway, avenue, alley or other similar designations.

Ordinance No. \_\_\_\_\_, (100914)

**27. “Structure” means anything built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. This includes, but is not limited to, carports, swimming pools, hot tubs, permanent signs, above ground gas or liquid storage tanks, fences, railings, sheds, manufactured homes, antennae, satellite dishes, well pump houses, mechanical equipment, and portable buildings. It also includes tents, awnings, stands, carts, and tables, except those used temporarily for an itinerant use. It does not include portable items solely for sale or temporary storage on the premises, including manufactured homes, portable buildings, and vehicles.**

**28 ~~27~~. “Subdivide land” means to divide a parcel of land into four or more parcels within a year.**

**29 ~~28~~. “Subdivision” means either an act of subdividing land or a tract of land subdivided as defined in this chapter.**

**30 ~~29~~. “Through lot” means a lot having frontage on two parallel or approximately parallel streets other than alleys.**

**31 ~~30~~. “Tentative plan” means the diagram and text containing all of the descriptions, locations, specifications, provisions and information concerning a proposed subdivision or partition.**

**32 ~~31~~. “Underground utilities” include all public and private services including but not limited to electrical power, television cable, gas, telephone, sewer, water and storm sewer.**

**SECTION 2.** Chapter 16.24 Blocks and Lots – Design Standards is hereby amended to read as follows:

Chapter 16.24  
BLOCKS AND LOTS--DESIGN STANDARDS

Sections:

[16.24.010](#) Blocks--Length, width and shape.

[16.24.020](#) Blocks--Sizes.

[16.24.030](#) Blocks--Easements.

[16.24.040](#) Lots--Uses.

[16.24.050](#) Lots--Size and determination.

[16.24.060](#) Through lots.

[16.24.070](#) Lot side lines.

Ordinance No. \_\_\_\_\_, (100914)

16.24.080 Large lot subdivision.

16.24.010 Blocks--Length, width and shape.

The lengths, widths and shapes of blocks shall be designed with due regard to providing adequate building sites suitable to the special needs of the type and use contemplated, needs for convenient access, circulation, control and safety of street traffic and limitations and opportunities of topography.

16.24.020 Blocks--Sizes.

Blocks shall not exceed twelve hundred feet in length except blocks adjacent to arterial streets or unless the previous adjacent layout or topographical conditions justify a variation. The recommended minimum distance between intersections on arterial streets is three hundred feet.

16.24.030 Blocks--Easements.

A. Utility Lines. Easements for electric lines or other non-city owned public utilities may be required, and shall be a minimum of ten feet in width located on the exterior portion of a single property. Easements for city utilities (i.e., water, storm drain and sanitary sewer mains) shall be a minimum of fifteen feet in width located on the exterior portion of a single property. Tie-back easements six feet wide by twenty feet long shall be provided for utility poles along lot lines at change of direction points of easements.

**1. Structures Located Within a City Utility Easement.**

- a. **Except for public utilities and for signs when developed in accordance with Chapter 15.24 (Sign Code) of this Code, no person shall locate, construct, or continue to locate a Structure (as defined in chapter 16.08 of the Central Point Municipal Code) within a City Utility Easement (as defined in chapter 10.08 of the Central Point Municipal Code), except as provided in subsections 1(b) and 2 below.**
- b. **Notwithstanding the foregoing, the City may approve fencing, concrete block walls/fencing, retaining walls, and similar fencing/wall structures that are otherwise in compliance with the Building Code, and with the clearance provisions noted herein, over an easement subject to the following requirements:**
  - i. **Said fencing or wall structures that interfere with the installation, maintenance, access, or operation of a public utility or City utility**

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**may be removed by the utility provider or the City at the sole cost of owner.**

**ii. Any replacement or relocation of the fencing or wall structures shall be at the sole cost of the property owner or occupant.**

**iii. Owners and occupants of property shall not be entitled to compensation for damages related to removal of the fencing or wall structures.**

## **2. Grass, Asphalt, and Concrete Installed Within a City Utility Easement**

- a. Subject to the limitations of the Building Code, lawful owners and occupants of property may install grass, asphalt and concrete within a City Utility Easement.**
- b. In the course of installing, accessing, maintaining, or operating its facilities in a City Utility Easement, a public utility or the City as the case may be, may move or remove any asphalt, concrete, or vegetation located within said easement. After the same are moved or removed and after completion of the necessary work, the grass, asphalt or concrete shall be repaired and replaced in a reasonable manner at the sole cost of the public utility or City.**
- c. Owners and occupants of property shall not be entitled to compensation related to damages to grass, asphalt, or concrete so long as the repairs and replacement are done in a reasonable manner and in a reasonable time frame.**

B. Watercourses. Where a subdivision is traversed by a watercourse, drainage way, channel or stream, there may be required a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourse, and such further width as will be adequate for the purpose. Streets, parkways or access roads parallel to major watercourses may be required.

C. Pedestrian Ways. In any block over seven hundred fifty feet in length a pedestrian way may be required. The minimum width of the pedestrian right-of-way must be at least six feet in width which shall be hard surfaced through the block and curb to curb in order to provide easy access to schools, parks, shopping centers, mass transportation stops or other community services. If conditions require blocks longer than twelve hundred feet, two pedestrian ways may be required for combination pedestrian way and utility easement. When essential for public convenience,

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such ways may be required to connect to cul-de-sacs. Long blocks parallel to arterial streets may be approved without pedestrian ways if desirable in the interests of traffic safety

16.24.040 Lots--Uses.

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A. The city may, in its discretion, deny approval for the creation of any lot by any manner if the effect of such creation of lot would be to facilitate perpetuation of a nonconforming use.

B. No lot shall be created unless it is in compliance with all applicable provisions of this code.

16.24.050 Lots--Size and determination.

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Lot sizes shall conform with the zoning ordinance and shall be appropriate for the location of the subdivision and for the type of development and use contemplated. In the case of irregular lots, the width shall be measured along the front building line. In no case shall the average depth be more than two and one-half times the width. Corner lots for residential use shall have sufficient width to permit appropriate building setback from and orientation to both streets.

A. In areas that cannot be connected to sewer lines, minimum lot sizes shall be sufficient to permit sewage disposal by an engineered system in accordance with Department of Environmental Quality, Jackson County environmental quality section, and public works standards. Such lot sizes shall conform to the requirements of the Jackson County environmental quality section.

B. Where property is zoned and planned for business or industrial use, other widths and areas may be required, at the discretion of the city. Depth and width of properties reserved or laid out for commercial and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.

16.24.060 Through lots.

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Through lots shall be avoided except where essential to reduce access to primary or secondary arterial streets or streets of equivalent traffic volume, reduce access to adjacent nonresidential activities, or to overcome specific disadvantages of topography and orientation. A planting screen easement of at least ten feet may be required along the line of lots abutting such adjacent street. There shall be no right of access across such planting screen easements.

16.24.070 Lot side lines.

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The side lines of lots shall run at right angles to the street upon which the lots face, as far as practicable, or on curbed streets they shall be radial to the curve.

16.24.080 Large lot subdivision.

In subdividing tracts into large lots which at some future time are likely to be resubdivided, the location of lot lines and other details of the layout shall be such that the resubdivisions may readily take place without violating the requirements of these regulations and without interfering with the orderly development of streets or other utilities. Restrictions of building locations in relationship to future rights-of-way shall be made a matter of record if the city considers it necessary.

SECTION 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word Ordinance may be changed to “code”, “article”, “section”, "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 4. Effective date. The Central Point City Charter states that an ordinance enacted by the council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

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

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

ATTEST:

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

Ordinance No. \_\_\_\_\_, (100914)

# **Public Hearing**

## **Twin Creeks Zone Change Ordinance**



## STAFF REPORT

October 23, 2014

### AGENDA ITEM: File No. 14017

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Consideration of a Zone Change application from HMR, High Mix Residential to LMR, Low Mix residential for a 1.81 acre site located within the Twin Creeks Transit Oriented Development (TOD). The Project Site is identified on the Jackson County Assessor's map as 37 S 2W 03CA, Tax Lot 1200.  
**Applicant:** Twin Creeks Retirement, LLC **Agent:** Herb Farber, Farber Surveying.

### STAFF SOURCE:

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Tom Humphrey AICP, Community Development Director

### BACKGROUND:

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Twin Creeks Retirement Center ("Retirement Center"), an assisted living facility, was developed on lands designated HMR in 2009. At this time there are plans to expand the Retirement Center by adding 19 attached row houses ("Addition") on an adjacent 1.81 acre lot that is currently planned and zoned HMR (Lot 33, Twin Creeks Crossing, Phase I). As a pre-requisite to the zone change it is necessary that the Twin Creeks TOD Master Plan be amended re-designating Lot 33 from HMR to LMR.

On October 7, 2014 an amendment (File No. 14013) to the Twin Creeks Master Plan was considered and approved by the Planning Commission, including a change in land use for Lot 33 from HMR to LMR. Given the action taken by the Commission, the proposed zone change would be consistent with the amended Master Plan. The Planning Commission also recommended that the City Council approve the zone change in question based on the findings of fact and conclusions of law presented to them in the staff report dated October 7, 2014.

### ISSUES & NOTES:

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There are 4 issues/Notes relative to this application as follows:

1. **Comprehensive Plan Compliance.** Approval of the proposed zone change must be found consistent with the City's Comprehensive Plan Land Use Plan Map. The Comprehensive Plan designates Lot 33 as Transit Oriented Development (TOD). The proposal does not change the TOD land use designation, and therefore remains consistent with the Comprehensive Plan.
2. **Twin Creeks Master Plan Compliance.** The proposed zone change must be found to be consistent with the Twin Creeks Master Plan. A Major Modification application (File No. 14013) was submitted to amend the Twin Creeks Master Plan, including adjusting the land use designation on Lot 33 from HMR to LMR. Given the approval of the Major Modification application, the proposed zone change will be consistent with the approved Twin Creeks Master Plan.
3. **Senior Housing.** The immediate question before the City Council is limited to the rezoning of Lot 33 from HMR to LMR, with the understanding that the ultimate use and development

of Lot 33 must comply with all applicable sections of CPMC 17.65 and 17.67. These sections have to do with criteria for TOD Districts and Corridors and with Design Standards for such. For purposes of disclosure, it needs to be noted that the intended use of Lot 33 is for senior housing within 19 single-story multiplex units. The LMR district does not allow senior housing as a housing type, but multiplexes and all other housing types are permitted. The term “senior housing” is not defined in CPMC 17.08.410. Consequently, given the LMR development standards imposed by CPMC 17.65 and 17.69 and the general design standards included in the Master Plan it is determined that as a housing type the multiplex development of Lot 33 has adequate architectural controls to assure neighborhood compatibility, and is permitted in the LMR district. The subsequent residential use of those 19 multiplex units is consistent with the intent and purpose of the LMR district.

4. **Flood Impacts.** Lot 33 is currently located in the SFHA and subject to CPMC 8.24. The proposed change of zone does not aggravate Lot 33’s development within the SFHA. The developer of Twin Creeks TOD has prepared a SFHA mitigation plan removing the lot from the SFHA (File No. FP 14001). The mitigation plan has been conditionally approved by the Federal Emergency Management Agency (FEMA). The developer of Twin Creeks TOD is completing construction of the SFHA mitigation plan and will apply for a Letter of Map Revision to remove Lot 33 from the SFHA.

**CONDITIONS OF APPROVAL:**

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The Twin Creeks TOD Master Plan amendment (File No. 14013), Exhibit 18 changing the land use on Lot 33 from HMR to LMR must be approved. If Exhibit 18 is not modified to re-designate Lot 33 from HMR to LMR then this zone change (File No. 14017) then the approval of the zone change from HMR to LMR is denied.

**ATTACHMENTS:**

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- Attachment “A” – Site Plan
- Attachment “B” - Planning Commission Resolution No. 808 and Findings of Fact
- Attachment “C” – Ordinance No. \_\_\_ AN ORDINANCE AMENDING THE CENTRAL POINT ZONING MAP ON LOT 33 OF TWIN CREEKS CROSSING, PHASE I (1.81 ACRES) FROM TOD-HMR, HIGH MIX RESIDENTIAL TO TOD-LMR, LOW MIX RESIDENTIAL ZONING. (37S2W03CA, TL 1200)

**ACTION:**

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Consideration of zone change on Lot 33 of Twin Creeks Crossing, Phase I from HMR, High Mix Residential to LMR, Low Mix Residential (First Reading).

**RECOMMENDATION:**

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Discuss Zone Change Application from HMR to LMR and move ordinance to a second reading.

# Site Plan Attachment A

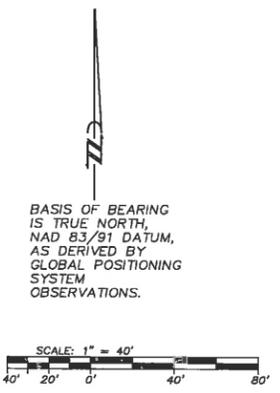
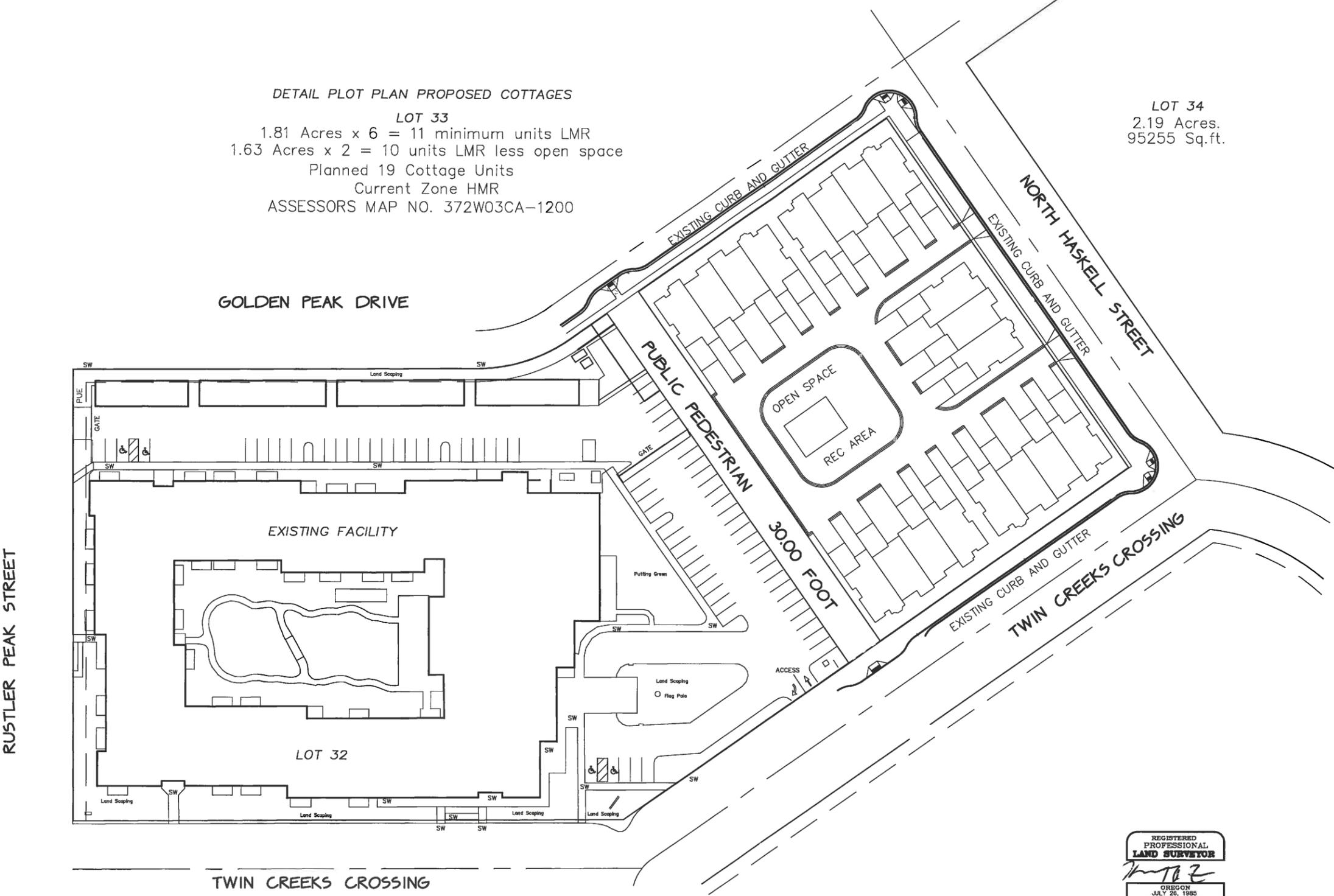
PLOT PLAN

located in the  
**SOUTHWEST QUARTER OF SECTION 3,  
 TOWNSHIP 37 SOUTH, RANGE 2 WEST,  
 WILLAMETTE MERIDIAN, CITY OF CENTRAL POINT,  
 JACKSON COUNTY, OREGON**

for  
**TWIN CREEKS RETIREMENT, LLC**  
 888 TWIN CREEKS CROSSING  
 CENTRAL POINT, OREGON 97502

**DETAIL PLOT PLAN PROPOSED COTTAGES**  
**LOT 33**  
 1.81 Acres x 6 = 11 minimum units LMR  
 1.63 Acres x 2 = 10 units LMR less open space  
 Planned 19 Cottage Units  
 Current Zone HMR  
 ASSESSORS MAP NO. 372W03CA-1200

**LOT 34**  
 2.19 Acres.  
 95255 Sq.ft.



REGISTERED  
 PROFESSIONAL  
**LAND SURVEYOR**  
*Herbert A. Farber*  
 OREGON  
 JULY 26, 1985  
 HERBERT A. FARBER  
 2189  
 RENEWAL DATE 12-31-15

Surveyed by:  
**FARBER & SONS, INC. dba**  
  
 PO BOX 5286  
 431 OAK STREET  
 CENTRAL POINT, OREGON 97502  
 (541) 664-5599

DATE: AUGUST 18, 2018  
 JOB NO.: 1460-06  
 CP\TWIN CREEKS\NEIGHBORHOOD\TWIN CREEKS RETIREMENT\MICRO\2014.DWG  
 DRAWN BY: HAF ORIG. DATE: 08/18/2014 REVISED BY: DATE:

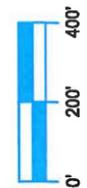


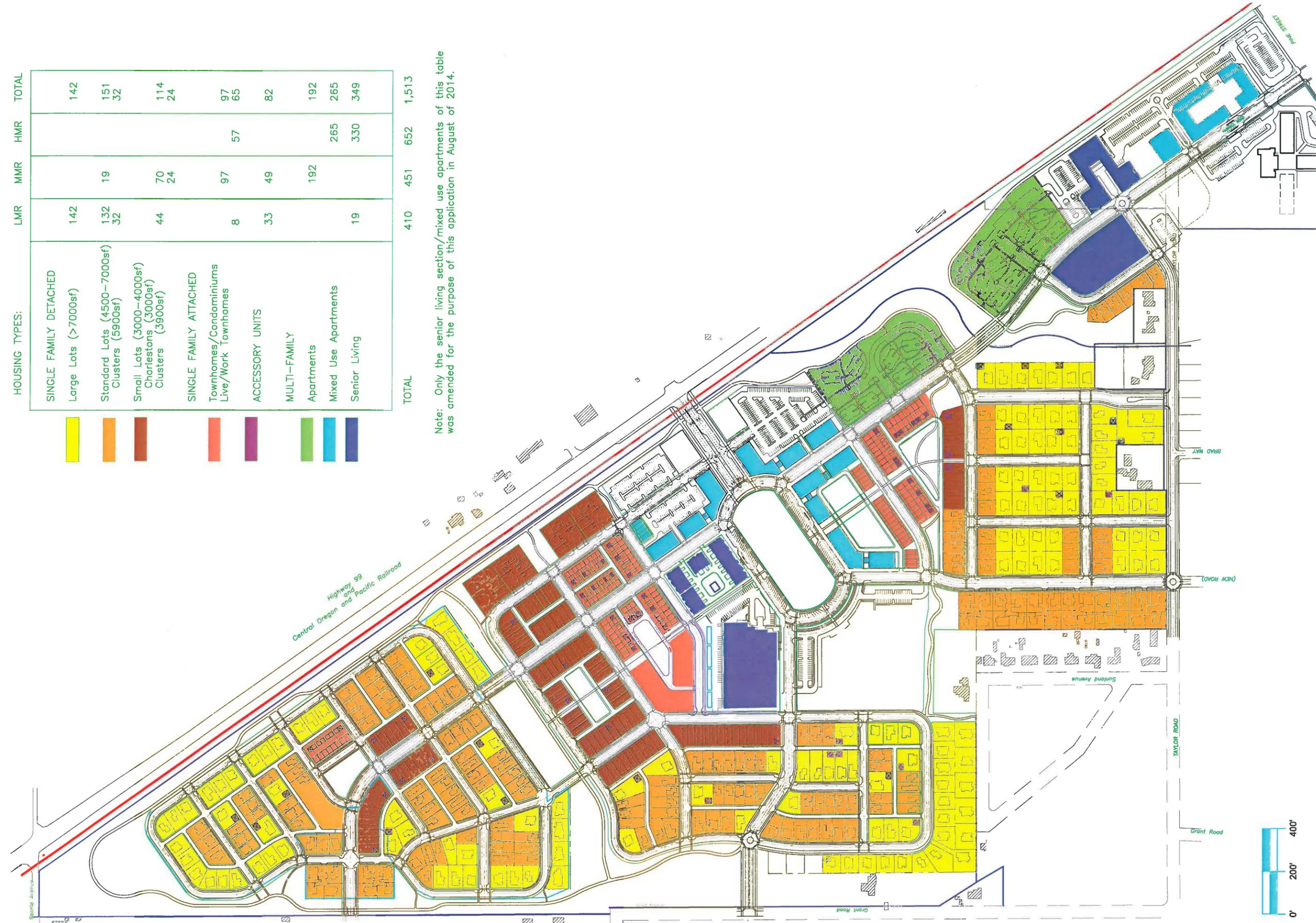
**DEVELOPMENT SUMMARY:**

- Employment/Commercial (EC): 4.2 acres (1.8%)  
(No change 2014)
- High Mix Resid./Comm (HMR): 20.02 acres (8.7%)  
600 units @ 30 u/a minimum (253 built or planned-2014)  
(2001 plan, 19.8 acres (8.6%) 594 units)
- Medium Mix Residential (MMR): 25.57 acres (11.1%)  
409 units @ 16 u/a minimum (144 built-2014)  
(2001 plan, 27.6 acres (12.0%) 441 units)
- Low Mix Residential (LMR): 64.03 acres (27.8%)  
384 units @ 6 u/a minimum (374 planned or built-2014)  
(2001 plan, 61.4 acres (26.7%) 368 units)
- Open Space (OS): 48.6 acres (21.1%)  
(2001 plan (21.0%))
- Civic (C): 16.9 acres (7.3%)  
(No change)
- Rights of Way: 51.4 acres (22.2%)  
(2001 plan (22.0%))

Total Site Area: 230 Acres (100%)  
1393 Units minimum

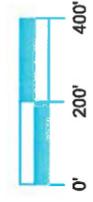
EXHIBIT 18, Land Use Plan  
modified 081614

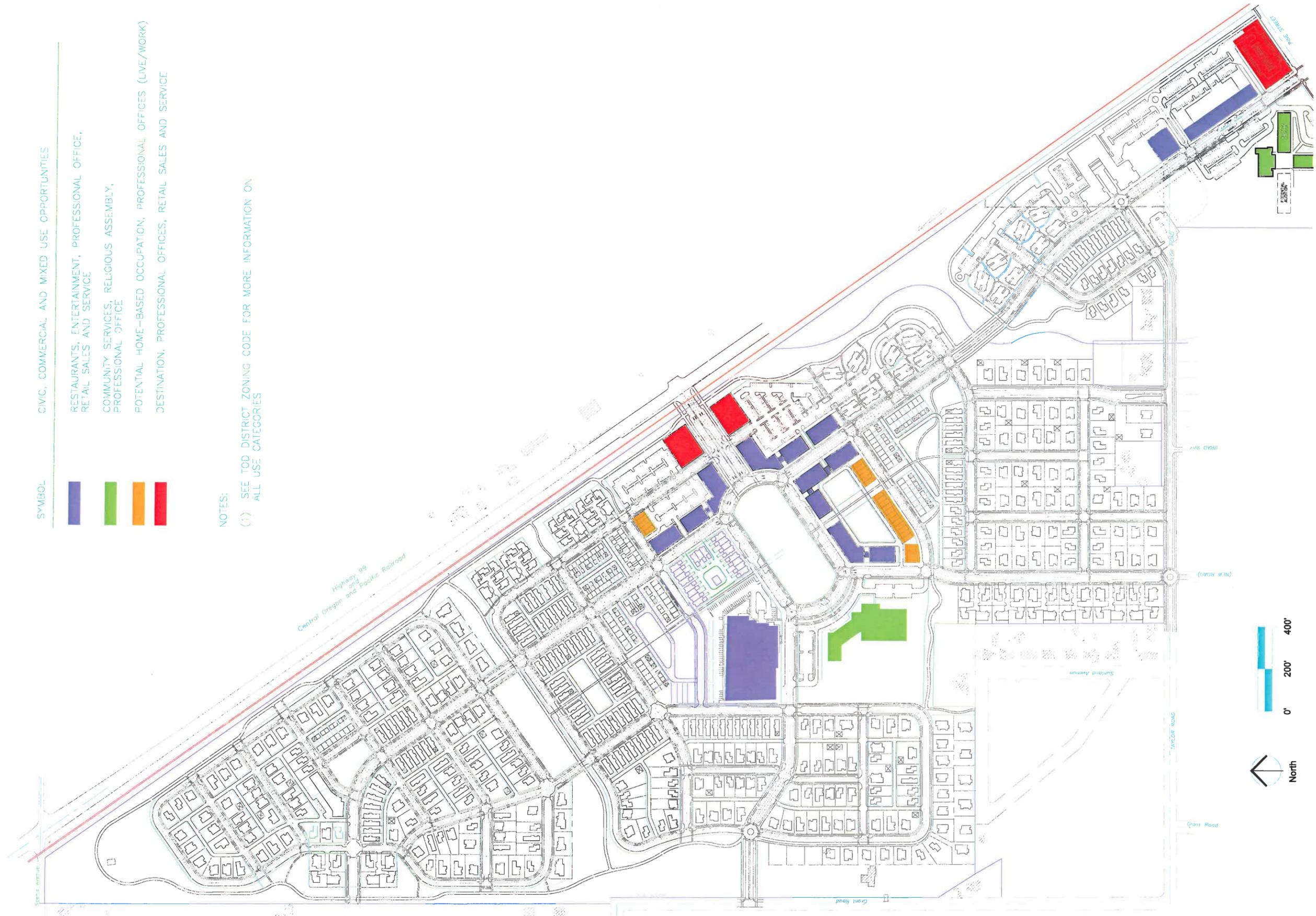




Note: Only the senior living section/mixed use apartments of this table was amended for the purpose of this application in August of 2014.

EXHIBIT 35 HOUSING PLAN  
Modified 08-16-14





SYMBOL CIVIC, COMMERCIAL AND MIXED USE OPPORTUNITIES

RESTAURANTS, ENTERTAINMENT, PROFESSIONAL OFFICE, RETAIL SALES AND SERVICE

COMMUNITY SERVICES, RELIGIOUS ASSEMBLY, PROFESSIONAL OFFICE

POTENTIAL HOME-BASED OCCUPATION, PROFESSIONAL OFFICES (LIVE/WORK)

DESTINATION, PROFESSIONAL OFFICES, RETAIL SALES AND SERVICE

NOTES:

(1) SEE TOD DISTRICT ZONING CODE FOR MORE INFORMATION ON ALL USE CATEGORIES

Exhibit 37, Civic and Commercial Plan  
Mixed Use Plan, MOORE 09-11-14

# Attachment B

## PLANNING COMMISSION RESOLUTION NO. 808

**A RESOLUTION FORWARDING A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL TO APPROVE THE REZONING OF LOT 33, TWIN CREEKS CROSSING, PHASE I FROM HIGH MIX RESIDENTIAL (HMR) TO LOW MIX RESIDENTIAL (LMR)  
FILE NO. 14017**

Applicant: Twin Creeks Retirement, LLC;

**WHEREAS**, the Twin Creeks Master Plan designates Lot 33, Twin Creeks Crossing, Phase I as Low Mixed Residential; and

**WHEREAS**, the Twin Creeks Master Plan, as amended on October 7, 2014 has be determined to comply with the City's Comprehensive Plan; and

**WHEREAS**, the proposed change of zone from HMR to LMR has been determined to be consistent with the Twin Creeks Master Plan.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Central Point Planning Commission, by this Resolution No. 808, does recommend that the City Council approve the change of zone on Lot 33, Twin Creeks Crossing, Phase I from HMR to LMR. This decision is based on the Staff Report dated October 7, 2014 attached hereto by reference and incorporated herein.

**PASSED** by the Planning Commission and signed by me in authentication of its passage this 7<sup>th</sup> day of October, 2014.

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Planning Commission Chair

ATTEST:

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City Representative  
Approved by me this 7<sup>th</sup> day of October, 2014.

**FINDINGS OF FACT  
AND CONCLUSIONS OF LAW  
File No.: 14017**

**Before the City of Central Point Planning Commission  
Consideration of a Zone Change Application on a 1.81 acre site in the Twin Creeks Transit  
Oriented Development Master Plan Area**

<b>Applicant:</b>	)	Findings of Fact
Twin Creeks Retirement, LLC	)	and
888 Twin Creeks Crossing	)	Conclusion of Law
Central Point, OR 97502	)	

**PART 1  
INTRODUCTION**

It is requested that Lot 33, Twin Creeks Crossing, Phase I (“Lot 33”) be rezoned from High Mix Residential (HMR) to Low Mix Residential (LMR). At this time Lot 33 is designated in the Twin Creeks TOD Master Plan (“Master Plan”) as HMR. Prior to approval of the zone change it is necessary the Master Plan be amended to re-designate Lot 33 as LMR. A concurrent proposal (File No. 14013) has been submitted to amend the Master Plan, including the designation of Lot 33 as LMR. These findings have been prepared with the understanding that the Master Plan amendment re-designating Lot 33 from HMR to LMR will be approved prior to action on the zone change.

The zone change request is a quasi-judicial map amendment, which is processed using Type III application procedures. Type III procedures set forth in Section 17.05.400 provide the basis for decisions upon standards and criteria in the development code and the comprehensive plan, when appropriate.

Applicable development code criteria for this Application include:

1. Statewide Planning Goals
2. Comprehensive Plan
3. Twin Creeks Master Plan
4. State Transportation Rule
5. CPMC 17.10

Findings will be presented in four (4) parts addressing the requirements of Section 17.05.300 as follows:

1. Introduction
2. Statewide Planning Goals
3. Comprehensive Plan
4. Twin Creeks Master Plan
5. Summary Conclusion

## PART 2 STATEWIDE PLANNING GOALS

At the time the Master Plan was initially adopted in 2001 it was found that the Master Plan was consistent with the acknowledged Comprehensive Plan, previously determined to be consistent with the Statewide Planning Goals. The General Land Use Plan in the Comprehensive Plan designates the Master Plan area as Transit Oriented Development (TOD). Development within a TOD is regulated by individual master plans and compliance with the standards and criteria set forth in CPMC 17.65 through 17.67. The proposed zone change does not alter the TOD designation, but is subject to compliance with the Twin Creeks Master Plan (See Part 3 for further discussion).

**Finding:** The proposed zone change does not alter the current TOD designation on the City’s Comprehensive Plan Land Use Plan, which has previously been determined to be consistent with the Statewide Planning Goals.

**Conclusion:** Consistent with Statewide Planning Goals.

## PART 3 COMPREHENSIVE PLAN

The Comprehensive Plan Land Use Map designates the Twin Creeks Master Plan area as Transit Oriented Development (“TOD”). The TOD land use designation allows for mixed-use transit oriented development. Development within this land use classification is subject to the approved Twin Creeks Master Plan.

**Finding:** The project site is located on Lot 33 of Twin Creeks Crossing, Phase I within the Twin Creeks Master Plan area, a 230 acre master planned development approved by Ordinance No. 1817 in January 2001. The zone change from HMR to LMR on the project site does not change the Project Site’s TOD land use designation on the City’s Comprehensive Plan.

**Conclusion:** Consistent.

## PART 4 STATEWIDE TRANSPORTATION RULE

*Section 660-012-0060(1) Where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures as provided in section (2) of this rule to assure that allowed land uses are consistent with the identified function, capacity, and performance standards (e.g. level of service, volume to capacity ratio, etc.) of the facility. A plan or land use regulation amendment significantly affects a transportation facility if it would:*

- a) Change the functional classification of an existing or planned transportation facility;*
- b) Change standards implementing a functional classification system; or*
- c) As measured at the end of the planning period identified in the adopted transportation system plan:*

*(A) Allow types or levels of land uses that would result in levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;*

*(B) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP or comprehensive plan; or*

*(C) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.*

**Finding 660-012-0060(1)(a):** The proposed zone change does not modify any existing land use regulations. The proposed zone change serves to decrease the density standard of the property, as shown in Table 1, within the mixed residential designated area and is consistent with the Master Plan<sup>1</sup> and Comprehensive Plan Map. The proposed zone change will not cause any changes to the functional classification of any existing or planned transportation facilities.

Zoning	Site Acreage	Min Density	Min Units	Min ADT	Max Density	Min Units	Max ADT
HMR	1.81	30	54.3	361.10	40	72.4	481.46
LMR	1.81	6	10.86	37.36	12	21.72	74.72

**Conclusion 660-012-0060(1)(a):** No significant affect.

**Finding 660-012-0060(1)(b):** The proposed zone change serves to significantly reduce the Project Site’s maximum density (Table 1), consistent with the Master Plan and CPMC 17.65.050, Table 2. The proposed zone change will not cause a change to standards implementing the City’s transportation system.

**Conclusion 660-012-0060(1)(b):** No significant affect.

**Finding 660-012-0060(1)(c)(A):** The proposed zone change will not cause an increase in land uses that would result in levels of travel or access that would be inconsistent with the City’s functional street classification system for existing and planned transportation facilities. As shown in Table 1, the proposed zone change will decrease the intensity of daily travel.

**Conclusion 660-012-0060(1)(c)(A):** No significant affect.

**Finding 660-012-0060(1)(c)(B):** The proposed zone change will result in significant density reduction and subsequently fewer average daily trips as demonstrated in Table 1. The proposed zone change will not reduce the performance of any existing or planned transportation facilities below the minimum acceptable performance standard identified in the Master Plan, or in the City’s Transportation System Plan.

**Conclusion 660-012-0060(1)(c)(B):** No significant affect.

**Finding 660-012-0060(1)(c)(C):** The proposed zone change decreases the travel intensity serving the project site as shown in Table 1 and will not cause the worsening of an existing or

<sup>1</sup> Twin Creeks Transit-Oriented Development, Part III, Community Design Features  
CAP102314 Page 41

planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the Master Plan or Comprehensive Plan.

**Conclusion 660-012-0060(1)(c)(C):** No significant affect.

## PART 5 ZONING ORDINANCE

### 17.10.300 Quasi-judicial amendments.

*A. Applicability of Quasi-Judicial Amendments. Quasi-judicial amendments are those that involve the application of adopted policy to a specific development application or code revision, and not the adoption of new policy (i.e., through legislative decisions). Quasi-judicial zoning map amendments shall follow the Type III procedure, as governed by Section 17.05.400, using standards of approval in subsection B of this section. The approval authority shall be as follows:*

- 1. The planning commission shall review and recommend land use district map changes that do not involve comprehensive plan map amendments;*
- 2. The planning commission shall make a recommendation to the city council on an application for a comprehensive plan map amendment. The city council shall decide such applications; and*
- 3. The planning commission shall make a recommendation to the city council on a land use district change application that also involves a comprehensive plan map amendment application. The city council shall decide both applications.*

**Finding 17.10.300(A):** A zone change application has been submitted to rezone a 1.81 acre site from HMR, High Mix Residential to LMR, Low Mix Residential. The proposed zone change does not require an amendment to the Comprehensive Plan, but must demonstrate compliance with the Master Plan.

**Conclusion 17.10.300(A):** Consistent.

*B. Criteria for Quasi-Judicial Amendments. A recommendation or a decision to approve, approve with conditions or to deny an application for a quasi-judicial amendment shall be based on all of the following criteria:*

- 1. Approval of the request is consistent with the applicable statewide planning goals;*

**Finding 17.10.300(B)(1):** See Part 2, Statewide Planning Goals findings and conclusions.

**Conclusion 17.10.300(B)(1):** Consistent

- 2. Approval of the request is consistent with the Central Point comprehensive plan;*

**Finding 17.10.300(B)(2):** See Part 3, Comprehensive Plan findings and conditions.

**Conclusion 17.10.300(B)(2):** Consistent.

3. *The property and affected area is presently provided with adequate public facilities, services and transportation networks to support the use, or such facilities, services and transportation networks are planned to be provided in the planning period; and*

**Finding 17.10.300(B)(3):** Public facilities, services and transportation networks have been established pursuant to the Twin Creeks Master Plan and are sufficient to serve the proposed use. The proposed zone change reduces maximum densities from 50+ units per acre to 12 units per acre significantly reducing the use of public facilities.

**Conclusion 17.10.300(B)(3):** Consistent.

4. *The change is in the public interest with regard to neighborhood or community conditions, or corrects a mistake or inconsistency in the comprehensive plan or land use district map regarding the property which is the subject of the application.*

**Finding 17.10.300(B)(4):** The proposed zone change is consistent with the Twin Creeks Master Plan as amended (File No. 14013), which determined that the LMR designation is consistent with objectives of the Master Plan.

**Conclusion 17.10.300(B)(4):** Consistent.

#### **17.10.600 Transportation planning rule compliance.**

**Section 660-012-0060(1)** *Where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures as provided in section (2) of this rule to assure that allowed land uses are consistent with the identified function, capacity, and performance standards (e.g. level of service, volume to capacity ratio, etc.) of the facility. A plan or land use regulation amendment significantly affects a transportation facility if it would:*

- a) Change the functional classification of an existing or planned transportation facility;*
- b) Change standards implementing a functional classification system; or*
- c) As measured at the end of the planning period identified in the adopted transportation system plan:
  - (A) Allow types or levels of land uses that would result in levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;*
  - (B) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP or comprehensive plan; or*
  - (C) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.**

**Finding 17.10.600(1):** See Part 4, Statewide Transportation Planning Rule findings and conclusions.

**Conclusion:** Consistent.

**Summary Conclusion:** As evidenced in findings and conclusions, the proposed zone change is consistent with applicable standards and criteria in the Central Point Municipal Code, including the Statewide Planning Goals, Comprehensive Plan , the Twin Creeks TOD Master Plan and Statewide Transportation Planning Rule.

# Attachment C

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

**AN ORDINANCE AMENDING THE CENTRAL POINT ZONING MAP ON LOT 33 OF TWIN CREEKS CROSSING, PHASE I (1.81 ACRES) FROM TOD-HMR, HIGH MIX RESIDENTIAL TO TOD-LMR, LOW MIX RESIDENTIAL ZONING. (37S2W03CA, TL 1200)**

Recitals:

- A. The City of Central Point (City) is authorized under Oregon Revised Statute (ORS) Chapter 197 to prepare, adopt and revise comprehensive plans and implementing ordinances consistent with the Statewide Land Use Planning Goals.
- B. The City has coordinated its planning efforts with the State in accordance with ORS 197.040(2)(e) and OAR 660-030-0060 to assure compliance with goals and compatibility with City Comprehensive Plans.
- C. Pursuant to authority granted by the City Charter and the ORS, the City has determined to amend the Central Point Zoning Map which was originally adopted on August 29, 1980 and has been amended at various times since.
- D. Pursuant to the requirements set forth in CPMC Chapter 17.10.100 Zoning Map and Zoning Code Text Amendments – Purpose and Chapter 17.05.010, APPLICATIONS AND DEVELOPMENT PERMIT REVIEW PROCEDURES, the City has accepted an application and conducted the following duly advertised public hearings to consider the proposed amendment:
  - a) Planning Commission hearing on October 7, 2014
  - b) City Council hearings on October 23 and November 13, 2014.

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

Section 1. Based upon all the information received, the City Council adopts the findings of fact and conclusions of law set forth in the City staff report; determines that changing community conditions, needs and desires justify the amendments and hereby adopts the changes entirely.

Section 2. The City zoning map is hereby amended as set forth in Exhibit 1 which is attached hereto and by this reference incorporated herein.

Ordinance No. \_\_\_\_\_ (111314)

Section 3. The City Manager is directed to conduct post acknowledgement procedures defined in ORS 197.610 et seq. upon adoption of the changes to the zoning and Comprehensive Plan maps.

Section 4. Effective date. The Central Point City Charter states that an ordinance enacted by the council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

ATTEST:

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

Ordinance No. \_\_\_\_\_ (111314)

# EXHIBIT 1



**LOT 33 OF TWIN CREEKS CROSSING, PHASE 1 (1.81 ACRES) 37S2W03CA, TAX LOT 1200**

**Business**

**Franchise Agreement  
With Rogue Valley  
Sewer Services**



## ADMINISTRATION DEPARTMENT

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

### STAFF REPORT

October 23<sup>rd</sup>, 2014

#### **AGENDA ITEM: Discussion of the possible creation and implementation of a franchise agreement between the City of Central Point and Rogue Valley Sewer Services (RVSS).**

#### **STAFF SOURCE:**

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Matt Samitore, Public Works  
Director Chris Clayton, City Manager  
Sydnee Dreyer, City Attorney

#### **BACKGROUND/SYNOPSIS:**

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The City of Central Point currently maintains franchise agreements with the following franchisees: Pacific Power & Light (Pacific Corp.); Avista Utilities; Charter Communications; Hunter Communications (Core Digital); L.S. Networks; Qwest Communications; Rogue Disposal and Recycling and the City of Central Point (5% franchise on the City's water system).. Each of these franchised utilities currently pays a franchise fee for use of the City of Central Point's public right-of-way. Current franchise rates vary from 5%-6% of gross revenues (within Central Point boundaries), largely due to length of existing agreements. Recently expired agreements have been renegotiated at 6%, while agreements with future expirations have remained at their previously negotiated rate of 5%.

In 2012, the City of Phoenix became the first city to pass a franchise ordinance which places operating requirements, and a franchise fee, on Rogue Valley Sewer Services (RVSS). RVSS has opposed the implementation of such a franchise fee and, ultimately, challenged the City of Phoenix's authority in court. The adjudication of this issue has resulted in both the Circuit Court and Oregon Court of Appeals reaffirming the City of Phoenix's 'home-rule' authority to impose a franchise fee on RVSS, even though they are designated a special sewer district under Oregon Revised Statute Chapter 450. This issue will receive final consideration from the Oregon Supreme Court in January of 2015.

Although still pending an Oregon Supreme Court decision, Central Point Staff found two segments of the Oregon Appellate Court's opinion to be particularly reassuring:

1. "Recognizing the independent basis of legislative authority granted to cities in this state by municipal charters, the Legislative Assembly intends by ORS 221.415, 221.420, 221.450 and 261.305 to reaffirm the authority of cities to regulate use of municipally owned rights of way and to impose charges upon publicly owned suppliers of electrical energy, as well as privately owned suppliers for the use of such rights of way."

2. “A local ordinance is not incompatible with state law simply because it imposes greater requirements than does the state, nor because the ordinance and the state law deal with different aspects of the same subject. Rather, we generally assume that the legislature did not mean to displace local regulation of a local condition unless its intent to do so is apparent.”

While the City of Central Point fully supports the concept of ‘home-rule’ authority and local government’s ability to franchise any utility generating revenue from the use of publicly owned right-of-way, additional concerns remain. More specifically, Central Point has concerns regarding equity among franchised utilities, the cost of maintaining the publicly owned right-of-way, and the City’s ability to control the construction methods and practices used by franchised utilities performing maintenance/construction inside Central Point’s jurisdiction. For this reason, like the Phoenix ordinance, Central Point would propose including operating requirements and restrictions in a franchise fee agreement/ordinance covering RVSS and any other special district utility provider. To that end, staff has included provisions mandating compliance with Chapter 14 of the Central Point Municipal Code, the Public Works Standard Specifications and Uniform Standard Details, the Storm Drain Trench Details, and OSHA Safety and Health Regulations. As part of this review, the Public Works Department will be reviewing Chapter 14 and may be proposing amendments in the near future as those standards were last updated in 1989.

#### **FISCAL IMPACT:**

The purpose of the franchise fee is to reimburse the City for its costs and the impacts to its rights of way in connection with RVSS’s operation of its sewage system within the City right of way. The 2014/2015 budget estimates total all collected franchise fees at \$1,029,000. In 2014/15, the majority of this revenue stream is allocated to priorities originating from the City’s general fund. However, prior to the recession beginning in 2007, the majority of this revenue stream was allocated to street fund capital projects and maintenance. Impacts of the recession began to destabilize the general fund as early as 2008. Stagnating revenues, increasing costs and declining fees for service (planning & building) all contributed to destabilization and warranted a careful examination of service levels, personnel reductions and potential efficiency increases. The results of this examination produced a strategy of using a combination of reduced staffing levels, increased efficiencies and augmentation of general fund priorities through the reallocation of franchise revenue. Furthermore, an appointed ‘ad-hoc’ committee recommended the creation of a street utility fee to prevent the deferral of both general maintenance/repairs and capital construction traditionally augmented via franchise fees in the street fund. The City Council accepted this recommendation and implemented a street utility fee in 2008. The 2014/2015 budget estimates street utility fee revenue at \$485,000. The street utility fee has not been increased since its inception.

**Potential RVSS Franchise Revenue:** Depending on the percentage adopted (5%, 6% or 7%) in a potential franchise agreement between the City of Central Point and Rogue Valley Sewer Services, potential annual revenue varies from \$75,000 to \$95,000. The 2014/2015 budget includes a utility fee increase of similar magnitude. Assuming that a newly enacted RVSS franchise fee would be ‘ear-marked’ specifically to mitigate necessary right-of-way maintenance, the City of Central Point

could delay future street and storm water utility fee increases for the upcoming 2-year budget cycle. Depending on the rate, the average RVSS customer will be paying an additional \$0.75 to \$1.00 more per month for the sanitary sewer utility rate.

Ultimately, the cost of maintaining the public right-of-way will be addressed either by a City street and storm water utility fee increase, or a franchise agreement that requires RVSS to accept responsibility for its use of the publicly owned right-of-way.

**City Expenditures:** The 2014/2015 street fund has \$250,000 scheduled for the City's transportation infrastructure maintenance program. Any newly created revenue would increase capital maintenance and construction during future budget cycles. If implemented immediately, or in the near future, RVSS would likely begin collecting the franchise fee accordingly; however, the funds would not be dispersed until the Oregon Supreme Court concludes with their opinion in January of 2015.

**ATTACHMENTS:**

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1. Draft Franchise Agreement between the City of Central Point and Rogue Valley Sewer Services.
2. Chapter 14.07 (Violations) of the Central Point Municipal Code (CMPC)

**RECOMMENDATION:**

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1. Provide direction to staff to finalize franchise agreement between the City of Central Point and Rogue Valley Sewer Services; schedule a public hearing for adoption of franchise agreement via resolution, begin negotiations for implementation with RVSS.
2. Provide direction for staff to delay consideration of agreement finalization until the Oregon Supreme Court has issued an opinion on RVSS's pending challenge.
3. Provide direction for staff to develop a general franchise ordinance that controls any utility or service district such as a water authority or sanitary authority operating in the public right-of-way unless otherwise regulated through a utility-specific franchise agreement.
4. Provide direction for staff to no longer pursue the development of a franchise agreement between the City and RVSS.

**PUBLIC HEARING REQUIRED:**

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No – Public Comment can be accepted on this discussion item, but no public hearing is required.

**SUGGESTED MOTION:**

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I move to direct staff per recommendation # \_\_\_\_ as described above.

**City of Central Point  
Sanitary Sewer Franchise Agreement  
Rogue Valley Sanitary Sewer**

Franchise agreement authorized pursuant to Central Point Municipal Code between the City of Central Point ("City") and Rogue Valley Sanitary Sewer ("Grantee") and dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

1. **Grant of franchise.** Subject to the provisions and restrictions of this agreement and the Charter and the Municipal Code of Central Point, in consideration for the payment and obligations set forth in this franchise agreement, City grants to Grantee the non-exclusive privilege to use the public rights of way to install, maintain, and operate sanitary sewer facilities within the corporate limits of the City.

1.1 All facilities in possession of Grantee currently located within right of way are covered by this agreement and are deemed lawfully placed in their current locations. The City may require relocation as further specified in this agreement.

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 three additional periods of five years each unless 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.

3. **Fee.**

3.1 In consideration for the use of its right of way, Grantee shall pay as a franchise fee to the City, through the duration of this franchise, an amount equal to \_\_\_\_ ( ) 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 Should Grantee determine that any revenue from sanitary sewer services or the use of Grantee's sewer 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, 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 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.

#### **4. Central Point Municipal Code Chapter 14, Charter and General Ordinances to Apply/Construction Standards**

4.1 Unless the context requires otherwise, words and phrases used in this franchise shall have the same meaning as defined in Chapter 14.01, Sanitary Sewers. All of the provisions of Chapter 14 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 14, the more restrictive provisions of Chapter 14 shall take precedence over franchise terms.

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.

4.3 Grantee shall comply with all construction/safety standards in Chapter 14 as well as the Central Point Public Works Standard Specifications and Uniform Standard Details, including Storm Drain Trench Details, now in effect, and as hereafter amended or updated. Grantee shall further comply with OSHA Safety and Health Regulations for Construction now in existence or as hereafter amended. Grantee shall be subject to the civil penalties provided in Chapter 14.07.050 for violation of the foregoing standards.

**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. Construction and Relocation.**

6.1 Non-emergencies. Except in the case of an emergency, Grantee shall file with the City Engineer maps or plans showing the location of any facilities to be placed in the right of way prior to the placement of those facilities. Grantee shall also file with the City Engineer maps or plans showing the location of any construction work to be performed in the right of way, even if no new facilities are placed. No non-emergency work involving excavation, new facilities or relocated facilities may be performed until the City Engineer has approved the location for the work and facilities. No facilities shall be attached to a bridge without approval by the City Engineer of the design of facilities and method of attachment. In issuing the approval for non-emergency work, the City Engineer may restrict the times or dates when the work may be performed in order to minimize disruption of rights of way and may require work by Grantee to be coordinated with work of the City or of others using the rights of way.

6.2 Emergencies. Grantee may conduct emergency work at any time and must provide the City Engineer with oral notice of the emergency work as soon as reasonably possible and no later than one business day after the emergency work has commenced. Grantee shall provide the City Engineer a map of any excavations and repavings conducted on an emergency basis within 30 days of completion of the work. Grantee shall also provide the City Engineer

a map of any new facilities constructed on an emergency basis within 30 days of completion of the work.

6.3 Reasonable care. All work by Grantee within the rights of way shall be conducted with reasonable care and with the goal of eliminating or minimizing the risk to those using city rights of way and to eliminate or minimize the risk of damage to public or private property. All work shall be performed in accordance with all applicable laws and regulations. Grantee shall not move, cut, modify or otherwise affect any facility of any other entity in the right of way without the consent of the other entity and notification to the City.

7. **Maps.** Grantee shall maintain maps and operations data pertaining to its operations in the City on file at an office in Oregon. Within 24 hours prior notice, the City may inspect the maps at any time during business hours. Upon request of the City and without charge, and subject to the provisions of this section, Grantee shall furnish current maps to the City, either in a printed form, or, if the City maintains compatible data base capability, then by electronic data in read-only format, showing the location of its facilities, but not other proprietary information, used in operating Grantee's facilities within the City's Urban Growth Boundary area served by Grantee. Grantee and the City may determine that the location of certain sanitary sewer facilities should be confidential as the public interest may require. In such a case, the City shall treat any public record disclosing the location of these facilities as confidential, subject to the provision of state law and the Oregon Public Records Law. The City shall limit access to any such confidential record to trustworthy employees of the City with a need to know the information set out in the record. The City will not sell or transmit Grantee maps or data to third parties unless permitted by Grantee. The City will make available to Grantee any City-prepared maps or data.

8. **Excavation.** Subject to Sections 6 and 9 of this agreement, Grantee may make all necessary excavations within any right of way for the purpose of installing, repairing or maintaining any facility.

9. **Restoration after Excavation.** Except as otherwise provided in this section, Grantee shall restore the surface of any right of way disturbed by any excavation by Grantee to the same condition it was in prior to its excavation. In the event that Grantee's work is coordinated with other construction work in the right of way, the City Engineer may excuse Grantee from restoring the surface of the right of way, providing that as part of the coordinated work, the right of way surface is restored at least to the condition it was in prior to excavation. All restoration of right of way surface shall be subject to the approval of the City Engineer, who may issue an order requiring correction of the restoration work. If the correction order is not complied with within 30 days or such other time as may be specified in the order, the City may restore the surface of the right of way, in which case Grantee shall pay the City for the cost

of resurfacing, including all administrative costs of resurfacing and of issuing the correction order.

**10. Relocation.**

10.1 Permanent Relocation – General. The City may by written order require Grantee to move any facility in the right of way. If the relocation is the result of a public project, Grantee shall be responsible for the costs of relocation. If the relocation is required to accommodate an individual development, Grantee shall have the right to seek reimbursement from the developer. In no event shall the City be responsible for the costs of relocation of any of Grantee’s facilities.

10.2 Notice. The notice required by Subjection 10.1 of this Section shall be in writing and shall be provided at least 90 days before the date that Grantee is required to move its facilities. The City will endeavor to provide as much notice as possible. The notice shall specify that date by which the existing facilities must be removed. Nothing in this provision shall prevent the City and Grantee from agreeing, either before or after notice is provided, to a schedule for relocation. In the event that Grantee fails to comply with a notice to relocate and the City and Grantee have not reached agreement on a schedule for relocation, the City may remove Grantee’s facilities that were the subject of the relocation notice at Grantee’s expense. All personnel or contractors employed by the City to relocate Grantee’s facilities shall be qualified to perform the work.

10.3 Location for Relocated Facilities. The City shall provide Grantee with a suitable location in existing right of way for all facilities required to be relocated.

**11. City Public Works and Improvements.** Nothing in this agreement shall be construed in any way to prevent the City from excavating, grading, paving, planking, repairing, widening, altering, or doing any work that may be needed or convenient in any right of way. The City shall coordinate any such work with Grantee to avoid, to the extent reasonably foreseeable, any obstruction, injury or restrictions on the use of any of Grantee’s facilities.

**12. Notice.** Any notice under or relating to this agreement shall be sent by first class mail or delivered by hand to the following addresses:

IF TO CITY:  
Finance Director  
City of Central Point  
140 S. 3<sup>rd</sup> Street  
Central Point, Oregon 97502

IF TO GRANTEE:  
Rogue Valley Sanitary Sewer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. **Repair.** Grantee shall at all times maintain all of its sanitary sewer 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.

14. **Vacation of Right of Way.** Whenever the City vacates any right of way for the convenience or benefit of any person or government agency or instrumentally, Grantee's rights under this agreement shall be preserved as to any of its facilities then existing in the right of way if reasonably practicable. To the extent Grantee's rights in the right of way cannot be preserved, City shall attempt to provide an acceptable alternative right of way for the location of Grantee's facilities. If the City is unable to provide an acceptable alternative location, Grantee may be responsible for purchasing an easement for its use outside existing City right of way. If Grantee's facilities must be relocated from a vacated right of way, the petitioners of such vacation, unless in support of a public project, shall bear the costs of relocating the facilities. Upon receipt of a notice of a petition for vacation, Grantee shall as soon as practicable investigate and advise the City and petitioners in writing whether the facilities must be relocated, the estimated costs of relocation and the time needed for this relocation.

15. **City's Right to Use Grantee's Facilities.** Grantee shall permit City, without charge, to run wires or place equipment in Grantee's trenches for municipal purposes. The City shall indemnify and hold Grantee harmless from loss or damage resulting from the City's wires and equipment.

16. **Scope of Right Granted.** This agreement grants Grantee the right to place sanitary sewer facilities and related facilities in the right of way and to operate those facilities. It does not give Grantee the right to place other resources or facilities in the right of way.

17. **City's Written Consent Required for Assignment, Transfer, Merger, Lease or Mortgage.** Grantee shall not sell or assign this franchise to

an entity that is not authorized by ORS Ch. 450 to provide service as a sanitary sewer district.

17.1 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:

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

17.1.2 That the transferee is authorized to provide such service under ORS Ch. 450; and

17.1.3 Any other information reasonably required by the City.

17.2 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 sanitary sewer system pursuant to ORS Ch. 450.

17.3 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 franchise.

17.4 Any transfer or assignment of their system without prior approval of the City under this section shall be void and is cause for revocation of the franchise.

## 18. **Termination.**

18.1 By City. The City may terminate this agreement upon one year's written notice to Grantee in the event that the City decides to provide sanitary sewer service to customers throughout the City.

18.2 By City for Nonpayment. This franchise may be terminated by the City at any time upon 30 days written notice for failure to comply with the other provisions of this agreement or the Municipal Code of Central Point, unless such failure is remedied within the 30-day period.

19. **Removal of Facilities.** If this agreement is terminated or expires on its own terms and is not replaced by a new franchise agreement or similar authorization, Grantee shall remove the facilities pursuant to ORS 221.470, provided, however, that Grantee and City may agree in writing to some other disposition of the facilities.

20. **Hold Harmless.** Grantee shall indemnify and hold harmless the City, its public officials and employees against any and all claims, damages,

costs and expenses to which they may be subjected as a result of any action by Grantee under this agreement or otherwise arising from the rights and privileges granted by this agreement. This indemnity does not extend to claims that arise primarily from the City's own negligence or fault.

**21. Miscellaneous Provisions.**

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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  
140 S. Third St.,  
Central Point, OR 97502

To the Grantee:  
Rogue Valley Sanitary Sewer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

21.6 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.

22. **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.

23. **Third-Party Beneficiaries.** Nothing in this agreement shall be constructed or applied to create rights in or grant remedies to any third party as a beneficiary of this agreement or any duty or obligation established in this agreement.

24. **Representations and Warranties.** Each of the parties to this agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

25. **Definitions.**

25.1 "Facility" includes any equipment, and other property necessary or convenient to the supply of sanitary sewer owned or operated by Grantee within the City.

25.2 "Right of Way" means any right of way or public utility easement within the City and under City ownership, control or administration. "Right of Way" does not include any state highway or county road.

25.3 "Install" means to erect, construct, build or place.

25.4 "Gross revenue" includes any and all revenue earned by Grantee within the City from the sale of sanitary sewer services after adjustment for the net write-off of uncollectible accounts. Gross revenue shall also include revenue from the use, rental or lease of Grantee's operating facilities. Gross revenues shall not include proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities, or stocks, sales at wholesale to a sanitary sewer district when the district purchasing the service is not the ultimate consumer, or revenue paid directly by the United States of America or any of its agencies.

CITY OF CENTRAL POINT

ROGUE VALLEY SANITARY SEWER

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

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

## Chapter 14.07 VIOLATIONS<sup>1</sup>

### Sections:

- [14.07.010](#) Acts constituting violations.
- [14.07.020](#) Notice of violation.
- [14.07.030](#) Failure to correct violation.
- [14.07.040](#) Injunctive relief.
- [14.07.050](#) Civil penalties.
- [14.07.060](#) Criminal prosecution.
- [14.07.070](#) Restoration of service.
- [14.07.080](#) Change of ownership or occupancy.
- [14.07.090](#) Cost recovery.
- [14.07.100](#) Appeals.
- [14.07.110](#) Conflict.
- [14.07.120](#) Severability.

### **14.07.010 Acts constituting violations.**

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A violation shall be considered to have occurred when any requirement of this title has not been met; when a written request of the manager/plant superintendent, made under the authority of this title, is not met within the specified time; when a condition of a permit or contract issued under the authority of this title is not met within the specified time; when effluent limitations are exceeded, regardless of intent or accident; or when false information has been provided by the discharger. (Ord. 1676(part), 1992).

### **14.07.020 Notice of violation.**

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Upon determination by the plant superintendent that a violation has occurred or is occurring, the manager/plant superintendent may issue a notice of violation to the discharger which outlines the violation and the potential liability as well as any proposed enforcement actions. The notice may further require correction of the violation within a specified period of time, and may require written confirmation of the correction and a description of the efforts made to correct the violation. The notice shall be personally delivered to the user's premises or be sent by certified mail. In an emergency, notice may be given orally, but shall be confirmed in writing at the earliest practical time. Notice by mail is presumed to be received by the addressee on the third day after mailing. (Ord. 1676(part), 1992).

#### **14.07.030 Failure to correct violation.**

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A. Whenever an industrial user continues to violate the provisions of the title, permits or orders issued hereunder, or any other pretreatment requirement, the manager/plant superintendent may initiate monetary penalties, grant extensions for correction of the violation, halt or prevent the discharge of the pollutants, or terminate the discharge. Such other action as may be appropriate for legal and/or equitable relief may also be sought by the manager/plant superintendent including, but not limited to, civil or criminal actions.

B. In the event a user shall fail to correct any violation within the time specified by the manager/plant superintendent, the manager/plant superintendent may initiate monetary penalties. The penalties may be initiated with or without the initiation of judicial proceedings.

C. When in the opinion of the manager/plant superintendent, it is necessary to initiate monetary penalties, the following shall apply:

1. For the first, second, third, and fourth calendar months a violation continues beyond the time limit provided for correction thereof, the user shall be assessed the graduated penalties listed below. Any violation occurrence within the calendar month is considered a continuing violation.

a. First calendar month beyond the time limit for correction, a total of the following applicable amounts:

i. Volume, one dollar per one thousand gallons in excess of the established permit limitations, plus

ii. BOD and/or SS, ten cents per pound of BOD and/or suspended solids in excess of the established permit limitations, plus

iii. pH, ten dollars per occurrence per increment less than a pH of 5.5 or greater than a pH of 10.0 for any excursion that exceeds ten minutes' duration in any sixty-minute period, plus

iv. Late reports, twenty-five dollars, plus

v. Constituents, standard penalty, three hundred dollars per constituent per day that exceeds the daily maximum permit discharge limitation.

b. Second calendar month beyond the time limit for correction, a total of the following applicable amounts:

- i. Volume, two dollars per one thousand gallons in excess of the established permit limitations, plus
- ii. BOD and/or SS, twenty cents per pound of BOD and/or suspended solids in excess of the established permit limitation, plus
- iii. pH, twenty dollars per occurrence per increment less than a pH of 5.5 or greater than a pH of 10.0 for any excursion that exceeds ten minutes' duration in any sixty-minute period, plus
- iv. Late reports, fifty dollars, plus,
- v. Constituents, standard penalty, six hundred dollars per constituent per day that exceeds the daily maximum permit discharge limitation.

c. Third calendar month beyond the time limit for correction, a total of the following applicable amounts:

- i. Volume, four dollars per one thousand gallons in excess of the established permit limitations, plus
- ii. BOD and/or SS, forty cents per pound of BOD and/or suspended solids in excess of the established permit limitation, plus
- iii. pH, forty dollars per occurrence per increment less than a pH of 5.5 or greater than a pH of 10.0 for any excursion that exceeds ten minutes, duration in any sixty-minute period, plus
- iv. Late Reports, one hundred dollars, plus
- v. Constituents, standard penalty, one thousand two hundred dollars per constituent per day that exceeds the daily maximum permit discharge limitation.

d. Fourth calendar month beyond the time limit for correction, two thousand four hundred dollars per day for any violation condition;

2. Penalties for pH shall be assessed in accordance with the following increments:

- a. First increment, 4.5 to 5.5 or 11.0 to 10.0,
- b. Second increment, 3.5 to 4.5 or 12.0 to 11.0,

c. Third increment, less than 3.5 or greater than 12.0;

3. For situations where permit limitations have not been established for BOD or SS, the penalty may be assessed per pound of BOD and/or suspended solids in excess of sixty pounds in any one day;

4. For situations where permit limitations have not been established for constituents, the penalty may be assessed for values that exceed requirements established in this title;

5. For situations where constituent violations are excessive, the following shall apply:

a. Penalties for constituents may be assessed at two times the standard penalty per constituent per day that exceeded the daily maximum permit discharge limitation by two times the daily maximum value but less than three times the daily maximum value.

b. Penalties for constituents may be assessed at three times the standard penalty per constituent per day that exceeded the daily maximum permit discharge limitation by three times or more the daily maximum limitation value;

6. The continuation of a violation beyond the time limit provided for correction thereof shall be deemed a separate offense for each day in which any such violation shall occur;

7. Fines and penalties resulting from failure to correct violations within the time specified by the manager/plant superintendent are due and payable by the user within fourteen days after receipt of billing. Fines collected shall go into the trust fund for operation and maintenance of the treatment plant.

D. If in the opinion of the plant superintendent conditions warrant and the violation situations are not determined to be emergencies, an extension may be granted to allow additional time to correct the violation. Violation extensions are granted at the discretion of the plant superintendent and may be revoked if any of the violation extension conditions are not met. The following requirements shall be met for any violation extension:

1. Immediate reduction of pollutant parameters to reasonable levels (levels determined by the plant superintendent);

2. No later than thirty days after notification of extension, the user shall furnish a schedule developed by a qualified professional engineer of process control and/or equipment modifications that will achieve consistent compliance with established requirements. Provide a thorough evaluation performed by a qualified professional engineer showing wastewater treatment capabilities relative to current and

anticipated future loads, include schematic flow diagrams for each major wastewater generating activity, and a complete description of corrective measures planned to achieve consistent compliance with established requirements. The schedule and evaluation shall be submitted to the plant superintendent for review and approval prior to implementation;

3. No later than forty-five days after notification of extension, the user shall begin implementation of approved engineer's recommendations;

4. No later than ninety days after notification of extension, the user shall complete all corrective measures.

E. With or without the initiation of judicial proceedings, the manager/plant superintendent may halt or prevent any discharge of pollutants into the sewer system and may physically terminate a discharge into the sewer system when:

1. The user has failed to correct any violation within the time specified by the plant superintendent in the notice of violation or the notification of extension;

2. The user has failed to pay costs or penalties within the time specified which he has been required to pay in accordance with the requirements of this title;

3. A violation creates an emergency situation; an "emergency situation" is defined as a situation in which, in the opinion of the plant superintendent, action must be taken as rapidly as possible in order to prevent or reduce a present or potential danger or hazard to the environment, the sewer system, or any person or property. Includes any situation that reasonably appears to present an imminent endangerment to the health or welfare of persons.

F. A notice of termination shall be provided to the discharger prior to physically terminating the discharge:

1. In situations that are determined by the plant superintendent not to be emergencies, the notice of termination shall be in writing and shall contain the reasons for the termination, the effective date, and notice of the opportunity for an informal hearing before the plant superintendent at least ten days before the effective termination date. The notice shall be personally delivered or sent by certified mail to the business address of the user at least thirty days prior to the effective termination date;

2. In situations that are determined by the plant superintendent to be emergencies, the initial notice of termination may be oral or written and the termination of the discharge may be immediate:

a. If oral notice is given, it shall be given to the authorized representative of the user personally or by telephone and shall be followed within two working days by written notice that is mailed or delivered to the business address of the user. If the authorized representative cannot be reached, oral notice may be given to a person who is apparently in charge of the user's office or facility. The effective date of the termination in emergency situations may be immediately after oral or written notice has been given as required in this paragraph;

b. The emergency notice of termination shall inform the user of the opportunity for an informal hearing before the plant superintendent at the earliest practical date. (Ord. 1676(part), 1992).

#### **14.07.040 Injunctive relief.**

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Whenever an industrial user has violated or continues to violate the provisions of this title, permits or orders issued hereunder, or any other pretreatment requirements, the manager/plant superintendent may petition a court of competent jurisdiction for the issuance of a temporary or permanent injunction, as may be appropriate, which restrains or compels the specific performance of the wastewater permit, order, or other requirement imposed by this title on activities of the industrial user. Such other action as may be appropriate for legal and/or equitable relief may also be sought by the manager/plant superintendent. The court shall grant an injunction without requiring a showing of a lack of an adequate remedy at law. (Ord. 1676(part), 1992).

#### **14.07.050 Civil penalties.**

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Any industrial user which has violated or continues to violate this title, any order or permit hereunder, or any other pretreatment requirement shall be liable to the manager/plant superintendent for a maximum civil penalty of one thousand dollars per violation per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each business day during the period of this violation, the following shall also apply:

A. The manager/plant superintendent may recover reasonable attorney's fees, court costs, and other expenses associated with the enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred;

B. In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the industrial user's violation, corrective actions by the industrial user, the compliance history of the user, and any other factors as justice requires;

C. Where appropriate, the manager/plant superintendent may accept mitigation projects in lieu of the payment of civil penalties where the project provides a valuable service and the industrial user's expense in undertaking the project is at least one hundred and fifty percent of the civil penalty. (Ord. 1676(part), 1992).

#### **14.07.060 Criminal prosecution.**

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A. Any industrial user who willfully or negligently violates any provisions of this title, any orders or permits issued hereunder, or any other pretreatment requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars per violation per day or imprisonment for not more than one year or both.

B. Any industrial user who knowingly makes any false statement, representations, or certifications in any application, record, report, plan or other documentation filed or required to be maintained pursuant to this title, or wastewater permit, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this title shall, upon conviction, be punished by a fine of not more than one thousand dollars per violation per day or imprisonment for not more than one year or both. (Ord. 1676(part), 1992).

#### **14.07.070 Restoration of service.**

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Sewer service shall not be restored until all charges, including the expense of removal, closing and restoration, shall have been paid or mutually agreed upon terms concluded and the cause for discontinuance of service corrected. (Ord. 1676(part), 1992).

#### **14.07.080 Change of ownership or occupancy.**

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Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating assessed penalties. (Ord. 1676(part), 1992).

#### **14.07.090 Cost recovery.**

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A. The manager/plant superintendent may recover all verifiable costs resulting from a discharge not in compliance with this title, including, but not limited to, the repairing of damages to the sewer system, additional treatment costs, additional maintenance costs, and the paying of fines and penalties assessed the treatment plant by regulatory agencies. The costs may be in addition to any fines and penalties assessed the user in other sections.

B. Notice of intent to recover shall be by letter to the discharger, sent by certified mail, which states the specific violation, the penalties and damages sustained by the sewer system, the costs of those damages and penalties, and the costs determined as attributable to the discharge and, therefore, billed to the user.

C. The recovery costs are due and payable by the user within thirty days after the notice is sent. (Ord. 1676(part), 1992).

#### **14.07.100 Appeals.**

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A final decision by the plant superintendent to adopt a rule establishing or modifying technically based local limits may be appealed by any jurisdictional participant or any industrial waste discharger. A final decision by the plant superintendent concerning the issuance, denial or modification of an industrial waste discharge permit, concerning an alleged violation of this title or penalty therefor, or concerning a service charge for industrial waste may be appealed by the waste discharger affected by such action. Such decisions may be appealed to the regional committee by mailing a written notice of appeal to the plant superintendent not later than twenty-one days after the effective date of the decision or twenty-one days after the notice was mailed or otherwise given to the person, whichever is later. All appeals shall be first considered by the technical advisory group which shall make a recommendation to the regional committee. The matter shall be decided by the regional committee within sixty days after receipt of the notice of appeal. The decision of the regional committee on the appeal shall be final and binding. (Ord. 1676(part), 1992).

#### **14.07.110 Conflict.**

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All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this title are hereby repealed to the extent of such inconsistency or conflict. (Ord. 1676(part), 1992).

#### **14.07.120 Severability.**

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If any provisions of this title are invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect. (Ord. 1676(part), 1992).

# **Discussion**

## **Calvary Temple**



## **ADMINISTRATION DEPARTMENT**

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

### **STAFF REPORT** October 23<sup>rd</sup>, 2014

**AGENDA ITEM: Discussion of issues surrounding the Calvary Temple Church's operation of an annual warming shelter/facility located at 513 E. Pine Street.**

#### **STAFF SOURCE:**

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Chris Clayton, City Manager  
Tom Humphrey, Community Development Director

#### **BACKGROUND/SYNOPSIS:**

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For the past few winters, the Calvary Temple Church has operated a warming facility when overnight temperatures consistently fell below thirty-two degrees (generally December, January and February). Initially, the church requested (see attached correspondence from Phil Messina) that the warming station be offered for periods of no more than 4 hours while making transportation to a regional shelter facility available upon request. Unfortunately, this four hour warming assistance has progressed into a full-service shelter facility. While the City of Central Point understands and supports the concept of assisting those in need of such services, concerns have been raised by city staff and local business owners operating in the downtown business core who have felt the negative impacts associated with this facility. Council consideration, and direction, is being sought prior to the warming shelter opening for the 2014/2015 winter season.

In previous years, city staff has sent written correspondence and met with the church administration to discuss issues surrounding the warming center. These conversations/correspondence have been directed at making the facility compliant with fire, life and safety regulations, minimizing impacts associated with the warming shelter for adjacent business owners, and offering guidance from the Central Point Police Department on dealing with disorderly behavior/attendees. While the church administrators have been adamant in their desire to offer warming shelter services, and they have made consistent efforts to make the facility a safe and regulated environment, it is the opinion of city staff that enforcing the policies and procedures necessary to offer such an environment takes considerable resources and professional staff with extensive training.

Concerns about the warming station have been communicated to church leadership in the past (see attached correspondence), but many of the issues remain unresolved.

In addition to the concerns listed above, the City has been reluctant to allow this operation to continue because of direct conflicts with the land-use zoning associated with 513 E. Pine Street.

#### **ZONING INFORMATION**

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The Calvary Temple Church is located in the TOD Employment Commercial (EC) zone. The EC zone does not permit the development of any structures or facilities dedicated to religious assembly.

However, because the church existed prior to the creation of this zoning criteria, the Calvary Temple Church currently operates as a pre-existing, legal non-conforming use.

Some legal non-conforming uses *are permitted to expand, remodel, or otherwise be physically or structurally improved, provided such improvements are in accordance with all applicable codes in effect at the time of the improvements.* The Church has exercised this privilege over the years to keep its building safe and facilities up to date. However, expansion of ‘uses’ other than those for religious assembly are not permitted as part of the church’s legal non-conforming status.

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**PUBLIC SAFETY CONCERNS**

During the 2013/2014 winter season the Central Point Police Department was contacted fifteen times for issues directly associated with the warming shelter. Additional calls were received for disturbances related to persons traveling to and from the warming shelter facility. The majority of these calls involved acts of disorderly conduct. These included, but were not limited to: public urination, public defecation, public drunkenness and disturbing the peace.

As a matter of policy, the Central Point Police Department will transport anyone needing medical or shelter assistance to a regionally designated facility. In the opinion of City Administration, the warming shelter has become a destination for those seeking a less regulated environment. Other regional facilities have strict guidelines regarding behavior and inebriation. Without adequately trained staff, the Calvary Temple Church has difficulty in enforcing regulations of this nature. The product of less stringent regulations has allowed warming shelter attendees to become a disruption to the downtown business district.

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**ATTACHMENTS:**

1. Correspondence received from local business owner regarding the Calvary Temple Church warming shelter.
2. Past correspondence between the City of Central Point and Calvary Temple Church.
3. Employment Commercial (EC) zoning code.

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**RECOMMENDATION:**

1. Direct the City Manager & City Attorney to draft a letter to the Calvary Temple Church outlining the need to discontinue further operation of the warming shelter.
2. Direct the City Manager to allow the Calvary Temple to continue operation of the warming shelter.

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**PUBLIC HEARING REQUIRED:**

No – Public Comment can be accepted on this discussion item, but no public hearing is required.

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**SUGGESTED MOTION:**

I move to direct staff per recommendation # \_\_\_\_ as described above.

Mr. Chris Clayton, City Manager

140 South 3erd Street

Central Point, Or. 97502

Dear Mr. Clayton,

When the warming station opened up at Calvary Temple Church I had several problems with it. I wrote a letter and spoke to the City manager Phil Messina who told me the shelter was on a temporary permit and the church was not zoned or set up for these types of services. I was told for the warming station to continue they would have to request to be rezoned. To my knowledge this has not happened. It is my understanding that other complaints besides mine have been lodged with the police department regarding the tenants of the warming station. I was told to call the police when I had a problem. I have called numerous times and nothing seems to happen... No tickets were issued just a "warning". I was also told the warming station was for Central Point residents who were in distress. However, clients don't appear to be Central Point residents.

January 1<sup>st</sup> 2014. I pulled into my driveway and I saw a man sitting, leaning against a building facing the street wearing black covered from head to toe. He had a hoody over his head and the only thing exposed was his hand and his penis. I sat in my car as he finished peeing into the street and on himself and I called the police. When I walked to my studio that man stared me down. When the police arrived and talked with this man he man was yelling belligerently at me "she's the one who called the police!" The officer stated "no, it was someone driving

by” No ticket was issued and he was told to move on. When the officer called he told me that this man was rude and combative and never to approach him, he has an extensive record.

I asked about another man that I see often. The officer told me not to approach him, “his brain is fried from drugs and he also has a record including armed robbery” they have had several bad encounters with him as well. Both men frequent the warming shelter, neither are Central Point residents.

January 10<sup>th</sup>... I locked myself out of the back gate and had to walked between my property and the bank. The man that was caught peeing in the street saw me walking and stared me down....He was leaving the warming station at 9am. He stood and watched me from the back all the way to the front....others walked around him while he stood not moving and staring. I glanced up 4 times to see him watching me... Since that time other dynamics have changed. Men or “dumpster divers” would intentionally walk by when they see me outside... Now they look at me, ignore me and go straight to the dumpster. I don’t call the city because nothing happens and these men know it.

My sister in law told me that when she left the buisness one evening there was a man screaming at the front of the property “I’m going to kill you” screaming over and over again, she called her husband to assist her to her car...

Overtured trash, fights, pan handling at residences and businesses, urination in public, stealing at outside outlets are a few of the things we witness.

Is this what Central Point wants to host? I have no sympathy for any of these actions. None. Nor do I want these types of people in my town or next to my home, my business or my family.

If Central Point truly wants to have a space for OUR citizens who are in distress then I support that in a place zoned and set up for it. I don't support a church that opens with loose rules and enables people who don't care about our town or the other citizens.

The issues that I have recalled include improper zoning, ineffective monitoring, abuse of privilege and the threat to the neighborhood and individual safety.

I am asking this warming station not to be open this year. I am asking for tickets to be issued for whoever is breaking the laws.

Please contact me and let me know what is decided.

Sincerely,

Shannon Payne 541-210-2993

*Calvary Temple Worship Center*  
*PO Box 3876*  
*Central Point, OR 97502*  
*541-664-3226 (Church)*  
*541-664-3306 (Office)*



**Greetings!**

**It is the time of year when winter weather sets in and once again, CTWC will be opening our doors to those who are in need of a warm place to come out of the elements.**

**With the research that we were provided by the American Red Cross and with talking to various program directors within our community, we devised a warming station that could be used by the community regardless of race, color, gender, church affiliation, indigents, etc. and since our church doors were open for various outreach programs inviting a few more into our evening programs was unanimously accepted by our congregation.**

**Calvary Outreach Warming Station would be open to general public between the months of December - March on Sunday - Thursday from 9pm-8am.**

**Using a guideline when temperatures generally reach the 32-degree mark the Warming Station WILL BE ADVERTISED AS OPEN during the above months. We will ALERT the public with signage out in front of Calvary Temple that the Warming Station is OPEN. The sign will read "Warming Station" with an "Open" sign. We will also monitor the weather with updated weather reports. If there is rain, snow, sleet or cold winds in the weather report, the Warming Station, as our general church outreach, will have the doors open but it will not be an advertised day.**

**Attached is our Mission Statement, along with the rules, regulations and services provided. It is and has always been our desire to be a partner in serving our community and we are more than willing to work together through any difficulties that may occur.**

**We are not a shelter but we are a people that are equipped to provide those who are in need a warm, safe atmosphere, a meal and we are pleased to say that this year a hot shower.**

**All are welcome here at Calvary Temple and we have seen many positive results from our past through the Warming Station. It is our desire and goal to once again be of service to others.**

**Sincerely,**

**Rev. Marilyn Tucker**  
**Sr. Pastor**

## **CALVARY OUTREACH WARMING STATION MISSION STATEMENT**

### **OUR VISION:**

To provide a warm, safe location during the cold winter months for people of all ages, gender, homeless, stranded travelers and/or residents of Jackson County who may find themselves displaced or without a source of heat.

### **OUR MISSION:**

To help ANYONE who walks through the doors of Calvary Outreach Warming Station with gifts of clothing, toiletries, sleeping bags, tents, first-aid supplies, dog/cat food, informational services and a hot meal, all in a warm, safe atmosphere which will provide fellowship, support, encouragement and if requested, prayer.

### **OUR GOAL:**

To partner with local churches and agencies to maximize services to those in need and to draw attention and awareness to these needs within our community.

## **WARMING STATION SERVICES PROVIDED**

- ◆ A warm & safe environment where one can come in out of the winter elements
- ◆ Dinner, coffee, hot chocolate, snacks
- ◆ Pet food and supplies (collars, leashes, etc., when available)
- ◆ Blankets, sleeping bags, tents, pillows
- ◆ Clothing, toiletries, coats
- ◆ Restrooms
- ◆ Movies and games
- ◆ Prayer, if requested
- ◆ Compassion, understanding and meaning to each person who enters the doors

## **WARMING STATION DAY/HOUR OF SERVICE**

**SUNDAY - THURSDAY**

**9PM - 8AM**

The Warming Station will open during the winter months of October-March, the coldest and wettest months in Southern Oregon, which has proved to exhibit dangerous temperatures and wet elements that could and have caused harm to ones health, including death.

## **WARMING STATION RULES AND REGULATIONS**

**Note:** The Warming Station is not a refuge for drunks and drug abusers. Our mission is to HELP those in need that want and deserve help from their community. ALL guests who request the help of our Warming Station MUST follow the rules and regulations of the facility or they will be asked to leave and not return. ANY guest who acts as if they are under the influence (alcohol or drugs) will not be allowed into the Warming Station.

### **RULES:**

- ◆ **No drugs, alcohol or weapons are allowed in or on the property**  
All guest **MUST** comply. Any violations of this rule will result in the guest being banned from the facilities.
- ◆ **All guests must sign in upon entry and read/sign the rules and regulations set forth by Calvary Outreach Warming Station**
- ◆ **No violence, fighting, swearing or verbal confrontations of any kind are allowed at or on the site of the Warming Station. If a fight breaks out or verbal confrontation takes place , the Central Point Police will be called to intervene.**
- ◆ **Anyone under the age of 18 is not permitted without the permission of a parent or guardian. The Central Point Police will be notified as mandated by law.**
- ◆ **No loitering is permitted on properties of Calvary Temple or properties surrounding the Warming Station. Guests are recommended to **NOT** loiter in the downtown business district to avoid potential problems with the City.**
- ◆ **No smoking in the Warming Station. A designated smoking area is set-up and all guest are required to place cigarette butts inside the cans provided. Failure to comply will result in removal from facilities.**
- ◆ **All guests must be polite and courteous to one another; must clean up after themselves; help when and where needed and comply with all rules and regulations set forth by Calvary Outreach Warming Station**

**A surveillance camera is set up inside the Warming Station, at the entry and exit door, parking lot and visiting area. All Volunteers are escorted to their vehicles upon leaving the facilities for safety purposes.**



November 23, 2010

Pastor Marilyn Tucker  
Calvary Temple  
513 E Pine Street  
Central Point OR  
97502

Re: Warming Shelter

Dear Pastor Tucker:

Thank you for your timely phone call yesterday. I appreciate you reaching out to discuss the Church's plans for a warming shelter. We understand your mission to assist the homeless and needy in and around our community and we applaud your efforts. As we discussed we hope that there will not be a repeat of the problems the neighborhood and the downtown experienced last year.

Per our conversation, the Church will give visitors four hours to warm up and avail themselves of some other activities which you will offer. You asked if you could call on the Police if there were any problems with the visitors. Absolutely, and in addition the Police will transport anyone requesting a ride to one of the certified overnight shelters in Medford. We encourage you to develop a network with the overnight shelters and to make your visitors aware of the difference between your program and theirs. You also asked about medical calls. Do not hesitate to call 911 and request EMS service if you feel it is needed.

I hope the Church's warming shelter is a success and I hope we can continue to work together towards that end.

Sincerely,

Phil Messina  
City Administrator

Pastor \_\_\_\_\_  
Calvary Temple  
513 E Pine Street  
Central Point, Oregon 97502

Dear Pastor \_\_\_\_\_

Calvary Temple graciously volunteered to provide a Community Warming Station at its church location at 513 E Pine Street here in Central Point. City Hall has followed the development of this 'mission' with great interest since December when it opened. We commend the church for its hospitality and its honorable intentions. Regretfully, the City has started receiving letters of complaint from residents in the immediate vicinity of the church. These complaints are being raised with the City Council, the Police Department and the Planning Department.

Letters state that there have been occasions where the homeless people you're serving have wandered into resident's homes unannounced, gone through garbage and vandalized property. There has also been a noticeable increase in the number of people loitering in the Downtown (sleeping on benches, hanging out at building entrances, etc) which creates an adverse affect on our local businesses whether this is actual or perceived.

This increase in activity leads the City to believe that the Warming Station is turning into more than it was either intended or advertised to be. Hours appear to have been extended beyond periods when *temperatures dip to 32 degrees or below*. A sign posted outside the church states that the "Calvary Outreach Warming Station" operates from Sunday - Thursday night from 8 PM on, regardless of the weather.

Up until now the City has chosen *not* to insist that local zoning laws be adhered to in the spirit of your outreach to the homeless community during extreme weather conditions. However, when weather conditions are not extreme and people who live in our community and run businesses here begin to feel intimidated, it is time to reevaluate the outreach and start enforcing some rules. Unless Calvary Temple limits its activity to that of an *emergency* warming center as defined by the American Red Cross, the city will have no other alternative but to prohibit the use of your building to those activities associated with a church as defined in our municipal code.

As an alternative, may we suggest that Calvary Temple consider organizing a shuttle service to transport homeless people, looking for more traditional shelters, to one of the five locations that are listed in an enclosure. Any one of the five centers listed is set up to meet the needs of people beyond what would be considered an emergency.

You are welcome to contact me at City Hall should you need further assistance or clarification.

Sincerely,

Phil Messina, City Administrator

## Chapter 17.65 TOD DISTRICTS AND CORRIDORS

### Sections:

- 17.65.010 Purpose.
- 17.65.020 Area of application.
- 17.65.025 Special conditions.
- 17.65.030 Conflict with other regulations.
- 17.65.040 Land use--TOD district.
- 17.65.050 Zoning regulations--TOD district.
- 17.65.060 Land use--TOD corridor.
- 17.65.070 Zoning regulations--TOD corridor.

### **17.65.010 Purpose.**

The purpose of the Central Point transit oriented development (TOD) district is to promote efficient and sustainable land development and the increased use of transit as required by the Oregon Transportation Planning Rule. (Ord. 1971 §4 (Exh. C) (part), 2013; Ord. 1815 §1(part), Exh. B(part), 2000).

### **17.65.020 Area of application.**

These regulations apply to the Central Point TOD districts and corridors. The boundaries of TOD districts and corridors are shown on the official city comprehensive plan and zoning maps.

A. A development application within a TOD district shall comply with the requirements of this chapter.

B. At the discretion of the applicant, a development application within a TOD corridor shall be subject to:

1. The normal base zone requirements as identified on the official zoning map and contained in this code; or
2. The TOD corridor requirements contained in this chapter. (Ord. 1971 §4 (Exh. C) (part), 2013; Ord. 1815 §1(part), Exh. B(part), 2000).

### **17.65.025 Special conditions.**

On occasion it may be necessary to impose interim development restrictions on certain TOD districts or corridors. Special conditions will be identified in this section for each TOD district or corridor.

A. Eastside Transit Oriented Development District (ETOD) Trip Caps. Development within the ETOD shall be subject to the following schedule:

1. Development within the ETOD shall not cause the aggregated daily trips to exceed six thousand one hundred ADT for the entire ETOD area. This trip cap shall be removed at such time as the city amends the TSP to incorporate ODOT's IAMP 33 projects, including a financial plan for interchange projects necessary to support the ETOD district; and

2. The planning director, or designee, shall maintain an accounting of all ADT for all proposed development applications within the ETOD. Projects that will exceed the trip cap shall not be approved.

B. Eastside Transit Oriented Development District (ETOD) Agricultural Mitigation. All development shall acknowledge the presence of active farm uses within the ETOD area by recording a right-to-farm disclosure statement as a condition of final plat, transfer of property, or site plan and architectural review approval. The ETOD agricultural mitigation shall be removed at such time as the urban growth boundary is incorporated and completely builds out.

C. Eastside Transit Oriented Development District (ETOD) Shallow Wells. Prior to development within the ETOD, a water table analysis shall be conducted to determine the local water table depth. Any development impacting the water table will require further analysis to determine the effect on neighboring wells and the development shall be expected to mitigate that impact.

The ETOD agricultural and shallow wells mitigation shall be removed at such time as the urban growth boundary is incorporated and completely builds out. (Ord. 1971 §4 (Exh. C) (part), 2013).

#### **17.65.030 Conflict with other regulations.**

When there is a conflict between the provisions of this chapter and other requirements of this title, the provisions of this chapter shall govern. (Ord. 1971 §4 (Exh. C) (part), 2013; Ord. 1815 §1(part), Exh. B(part), 2000).

#### **17.65.040 Land use--TOD district.**

Four special zone district categories are applied in the Central Point TOD districts. The characteristics of these zoning districts are summarized in subsections A through D of this section.

##### **A. Residential (TOD).**

1. LMR--Low Mix Residential. This is the lowest density residential zone in the district. Single-family detached residences are intended to be the primary housing type; however, attached single-family and lower density multifamily housing types are also allowed and encouraged.

2. MMR--Medium Mix Residential. This medium density residential zone focuses on higher density forms of residential living. The range of housing types includes higher density single-family and a variety of multifamily residences. Low impact commercial activities may also be allowed.

3. HMR--High Mix Residential/Commercial. This is the highest density residential zone intended to be near the center of the TOD district. High density forms of multifamily housing are encouraged along with complementary ground floor commercial uses. Low impact commercial activities may also be allowed. Low density residential uses are not permitted.

##### **B. Employment (TOD).**

1. EC--Employment Commercial. Retail, service, and office uses are primarily intended for this district. Activities which are oriented and complementary to pedestrian travel and transit are



- 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.

<b>Table 1 TOD District Land Uses</b>							
<b>Use Categories</b>	<b>Zoning Districts</b>						
	<b>LMR</b>	<b>MMR</b>	<b>HMR</b>	<b>EC</b>	<b>GC</b>	<b>C</b>	<b>OS</b>
<b>Residential</b>							
<b>Dwelling, Single-Family</b>							
Large and standard lot	P	L5	N	N	N	N	N
Zero lot line, detached	P	P	N	N	N	N	N
Attached row houses	P	P	P	C	N	N	N
<b>Dwelling, Multifamily</b>							
Multiplex, apartment	P	P	P	L1	L1	N	N
<b>Accessory Units</b>							
Boarding/Rooming House	P1	P1	P1	C	N	N	N
<b>Family Care</b>							
Family day care	P	P	P	N	N	N	N
Day care group home	C	C	P	N	N	N	N
Adult day care	C	C	C	N	N	N	N
<b>Home Occupation</b>							
Residential Facility	P	P	P	N	N	N	N
<b>Residential Home</b>							
Senior Housing	P	P	P	N	N	N	N
<b>Commercial</b>							
<b>Entertainment</b>							
Professional Office	N	N	C	P	P	N	N
<b>Retail Sales and Service</b>							
Sales-oriented	C	L3	L3	P	P	N	N
Personal service-oriented	C	C	C	P	P	N	N
Repair-oriented	N	N	N	P	P	N	N
Drive-through facilities	N	N	N	P	P	N	N

Table 1 TOD District Land Uses							
Use Categories	Zoning Districts						
	LMR	MMR	HMR	EC	GC	C	OS
Quick vehicle service	N	N	N	P	P	N	N
Vehicle sales, rental and repair	N	N	N	P	P	N	N
Tourist Accommodations							
Motel/hotel	N	N	C	P	P	N	N
Bed and breakfast inn	C	C	P	P	P	N	N
Industrial							
Manufacturing	N	N	N	N	P	N	N
Industrial Service							
Light	N	N	N	N	P	N	N
Heavy	N	N	N	N	C	N	N
Wholesale Sales	N	N	N	N	P	N	N
Civic							
Community Services	C	C	C	N	N	P	C
Hospital	C	C	C	C	N	C	N
Public facilities	C	C	C	C	C	C	N
Religious assembly	C	C	C	C	N	P	N
Schools	C	C	C	N	N	P	L2
Utilities	C	C	C	C	C	C	C
Open Space							
Parks and Open Space	P	P	P	P	P	P	P

N--Not permitted.

P--Permitted use.

P1--Permitted use, one unit per lot.

C--Conditional use.

L1--Only permitted as residential units above ground floor commercial uses.

L2--School athletic and play fields only. School building and parking lots are not permitted.

L3--Ground floor business within a multifamily building. Maximum floor area of ten thousand square feet per tenant.

L4--Second story offices may be permitted in areas adjacent to EC zones as a conditional use.

L5—Only permitted as a transition between lower density zones and/or when adjacent to an environmentally sensitive area.

3. **Parking Standards.** The off-street parking and loading requirements in Chapter 17.64 shall apply to the TOD district and TOD corridor, except as modified by the standards in Table 3 of this section.

a. Fifty percent of all residential off-street parking areas shall be covered. Accessory unit parking spaces are not required to be covered.

b. Parking standards may be reduced when transit service is provided in the TOD district and TOD corridor and meets the following conditions:

i. Parking standards may be reduced up to twenty-five percent when transit service is provided in the TOD district and TOD corridor.

ii. Parking standards may be reduced up to fifty percent when transit service is provided in the TOD district and TOD corridor and when bus service includes fifteen-minute headways during the hours of seven to nine a.m. and four to six p.m.

c. Bicycle parking standards in Chapter 17.64 shall not be reduced at any time.

d. Shared parking easements or agreements with adjacent property owners are encouraged to satisfy a portion of the parking requirements for a particular use where compatibility is shown. Parking requirements may be reduced by the city when reciprocal agreements of shared parking are recorded by adjacent users.

<b>Table 2 TOD District Zoning Standards</b>				
<b>Standard</b>	<b>Zoning Districts</b>			
	<b>LMR</b>	<b>MMR</b>	<b>HMR</b>	<b>E</b>
<b>Density--Units Per Net Acre (f)</b>				
Maximum	12	32	NA	N
Minimum	6	14	30	N
<b>Dimensional Standards</b>				
<b>Minimum Lot or Land Area/Unit</b>				
Large single-family	5,000 SF	NA	NA	N
Standard single-family	3,000 SF	NA	NA	N
Zero lot line detached	2,700 SF	2,700 SF	NA	N
Attached row houses	2,000 SF	1,500 SF	1,200 SF	N
Multifamily and senior housing	NA	NA	NA	N

<b>Table 2 TOD District Zoning Standards</b>				
<b>Standard</b>	<b>Zoning Districts</b>			
	<b>LMR</b>	<b>MMR</b>	<b>HMR</b>	<b>E</b>
<b>Average Minimum Lot or Land Area/Unit</b>				
Large single-family	7,500 SF	NA	NA	N
Standard single-family	4,500 SF	NA	NA	N
Zero lot line detached	3,000 SF	3,000 SF	NA	N
Attached row houses	2,500 SF	2,000 SF	1,500 SF	N
Multifamily and senior housing	NA	NA	NA	N
<b>Minimum Lot Width</b>				
Large single-family	50'	NA	NA	N
Standard single-family	50'	NA	NA	N
Zero lot line detached	30'	30'	NA	N
Attached row houses	24'	22'	18'	N
Multifamily and senior housing	NA	NA	NA	N
<b>Minimum Lot Depth</b>	50'	50'	50'	N
<b>Building Setbacks</b>				
Front (min./max.)	10'/15'	10'/15'	0'/15'	C
Side (between bldgs.) (detached/attached)	5' detached	5' detached	5' detached	C
Corner (min./max.)	0' 5'/10' attached (a)(c)	0' 5'/10' attached (a)(c)	0' 0'/10' attached (a)	10' 5'
Rear	15'	15'	10'	C 10'
Garage Entrance	(d)	(d)	(d)	(e)
Maximum Building Height	35'	45'	60'	60'
Maximum Lot Coverage (g)	80%	80%	85%	100%
Minimum Landscaped Area (i)	20% of site area	20% of site area	15% of site area (j)	0% of site area
<b>Housing Mix</b>				
Required housing types as listed under Residential in Table 1.	< 16 units in development: 1 housing type.  16–40 units in development: 2 housing types.  > 40 units in development: 3 or more housing types (plus approved master plan)			N

Notes:

NA--Not applicable.

- (a) The five-foot minimum also applies to the perimeter of the attached unit development.
- (b) Setback required when adjacent to a residential zone.
- (c) Setback required is ten feet minimum between units when using zero lot line configurations.
- (d) Ten feet behind front building facade facing street.
- (e) Garage entrance shall not protrude beyond the face of the building.
- (f) Net acre equals the area remaining after deducting environmental lands, exclusive employment areas, exclusive civic areas and right-of-way.
- (g) Lot coverage refers to all impervious surfaces including buildings and paved surfacing.
- (h) Parking lot landscaping and screening requirements still apply.
- (i) Landscaped area shall include living ground cover, shrubs, trees, and decorative landscaping material such as bark, mulch or gravel. No pavement or other impervious surfaces are permitted except for pedestrian pathways and seating areas.
- (j) Rooftop gardens can be used to help meet this requirement.

<b>Table 3 TOD District and Corridor Parking Standards</b>	
<b>Use Categories</b>	<b>Minimum Required Parking</b>
<b>Residential</b>	
Dwelling, Single-Family Large and standard lot Zero lot line, detached Attached row houses	2 spaces per unit.
Dwelling, Multifamily Plexes Apartments and condominiums	1.5 spaces per unit.
Dwelling, Accessory Unit	1 space per unit.
Boarding/Rooming House	1 space per accommodation, plus 1 space for every employees.
Family Care Family day care Day care group home Adult day care	1 space for every 5 children or clients (minimum 1 space); plus 1 space for every 2 employees.

<b>Table 3 TOD District and Corridor Parking Standards</b>	
<b>Use Categories</b>	<b>Minimum Required Parking</b>
Home Occupation	Shall meet the parking requirement for the residence
Residential Facility	1 space per unit.
Residential Home	1 space per unit.
Senior Housing	1 space per unit.
<b>Commercial</b>	
Entertainment	1 space per 250 square feet of floor area, except for theaters which shall provide 1 space per 4 seats.
Professional Office	1 space per 400 square feet of floor area.
Retail Sales and Service	
Sales-oriented	1 space per 500 square feet of floor area.
Personal service-oriented	1 space per 500 square feet of floor area.
Repair-oriented	1 space per 500 square feet of floor area.
Drive-through facilities	Parking as required by the primary use.
Quick vehicle service	1 space per 750 square feet of floor area.
Vehicle sales, rental and repair	1 space per 1,000 square feet of floor area.
Tourist Accommodations	1 space per guest unit, plus 1 space for every 2 employees.
Motel/hotel	
Bed and breakfast inn	
<b>Industrial</b>	
Manufacturing	1 space per employee of the largest shift.
Industrial Service	1 space per employee of the largest shift.
Light	
Heavy	
Wholesale Sales	1 space per employee of the largest shift.
<b>Civic</b>	
Community Services	Number to be determined as part of site plan or conditional use review.
Hospital	1 space per 500 square feet of floor area.
Public Facilities	Number to be determined as part of site plan or conditional use review.
Religious Assembly	1 space per 100 square feet of floor area for the main assembly area.
Schools	2 spaces per classroom.

<b>Table 3</b>	
<b>TOD District and Corridor Parking Standards</b>	
<b>Use Categories</b>	<b>Minimum Required Parking</b>
Utilities	Number to be determined as part of site plan or conditional use review.
Open Space	
Parks and Open Space	Number to be determined as part of site plan or conditional use review.

(Ord. 1981 §4 (Exh. D), 2014; Ord. 1971 §4 (Exh. C) (part), 2013; Ord. 1867 §4(part), 2006; Ord. 1815 §1 (part), Exh. B(part), 2000).

### **17.65.060 Land use--TOD corridor.**

Four special zone district categories are applied in the Central Point TOD corridor. The characteristics of these zoning districts are summarized in subsections A through D of this section.

#### **A. Residential (TOD).**

1. **LMR--Low Mix Residential.** This is the lowest density residential zone in the district. Single-family detached residences are intended to be the primary housing type, however attached single-family, and lower density multifamily housing types are also allowed and encouraged. The housing types within this zone are intended to support pedestrian-friendly access beyond five hundred feet of the primary transit route.

2. **MMR--Medium Mix Residential.** This medium density residential zone focuses on higher density forms of residential living. The range of housing types includes higher density single-family and a variety of multifamily residences and is intended to support pedestrian-friendly access within five hundred feet of the primary transit route. Low impact commercial activities may also be allowed.

#### **B. Employment (TOD).**

1. **EC--Employment Commercial.** Retail, service, and office uses are primarily intended for this district. Activities which are oriented and complementary to pedestrian travel and transit are encouraged. Development is expected to support pedestrian access and transit use. Automobile-oriented activities are generally not included in the list of permitted uses. Residential uses above ground floor commercial uses are also consistent with the purpose of this zone.

2. **GC--General Commercial.** Commercial and industrial uses are primarily intended for this district. Activities which are oriented and complementary to pedestrian travel and transit are encouraged. Residential uses above ground floor commercial uses are also consistent with the purpose of this zone. (Ord. 1867 §5(part), 2006; Ord. 1815 §1(part), Exh. B(part), 2000).

### **17.65.070 Zoning regulations--TOD corridor.**

A. Permitted Uses. Permitted uses in Table 4 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 4 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 4 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 5.

E. Dimensional Standards. The dimensional standards for lot size, lot dimensions, building setbacks, and building height are specified in Table 5.

F. Development Standards.

1. Housing Mix. The required housing mix for the TOD zoning districts is shown in Table 5.

2. Accessory Units. Accessory units are allowed as indicated in Table 4. 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 5 shall be satisfied.

<b>Table 4 TOD Corridor Land Uses</b>				
<b>Use Categories</b>	<b>Zoning Districts</b>			
	<b>LMR</b>	<b>MMR</b>	<b>EC</b>	<b>GC</b>
<b>Residential</b>				
<b>Dwelling, Single-Family</b>				
Large and standard lot	P	L4	N	N
Zero lot line, detached	P	P	N	N
Attached row houses	P	P	N	N
<b>Dwelling, Multifamily</b>				
Multiplex, apartment	P	P	L1	L1

<b>Table 4</b>				
<b>TOD Corridor Land Uses</b>				
<b>Use Categories</b>	<b>Zoning Districts</b>			
	<b>LMR</b>	<b>MMR</b>	<b>EC</b>	<b>GC</b>
Accessory Units	P1	P1	C	N
Boarding/Rooming House	N	C	N	N
Family Care				
Family day care	P	P	N	N
Day care group home	C	C	N	N
Adult day care	C	C	N	N
Home Occupation	P	P	P	N
Residential Facility	P	P	N	N
Residential Home	P	P	N	N
Senior Housing	N	P	L1	N
<b>Commercial</b>				
Entertainment	N	N	P	P
Professional Office	C	L3	P	P
Retail Sales and Service				
Sales-oriented	C	L3	P	P
Personal service-oriented	C	C	P	P
Repair-oriented	N	N	P	P
Drive-through facilities	N	N	P	P
Quick vehicle service	N	N	P	P
Vehicle sales, rental and repair	N	N	N	P
Tourist Accommodations				
Motel/hotel	N	N	P	P
Bed and breakfast inn	C	C	P	P
<b>Industrial</b>				
Manufacturing	N	N	N	P
Industrial Service				
Light	N	N	N	P
Heavy	N	N	N	C
Wholesale Sales	N	N	N	P
<b>Civic</b>				

Table 4 TOD Corridor Land Uses				
Use Categories	Zoning Districts			
	LMR	MMR	EC	GC
Community Services	C	C	N	N
Hospital	C	C	C	N
Public Facilities	C	C	C	C
Religious Assembly	C	C	C	N
Schools	C	C	N	N
Utilities	C	C	C	C
Open Space				
Parks and Open Space	P	P	P	P

N--Not permitted.

P--Permitted use.

P1--Permitted use, one unit per lot.

C--Conditional use.

L1--Only permitted as residential units above ground floor commercial uses.

L2--School athletic and play fields only. School building and parking lots are not permitted.

L3--Ground floor business within a multifamily building. Maximum floor area of ten thousand square feet per tenant.

L4--Only permitted as a transition between adjacent lower density zones and/or when adjacent to an environmentally sensitive area.

Table 5 TOD Corridor Zoning Standards				
Standard	Zone Districts			
	LMR	MMR	EC	GC
Density--Units Per Net Acre (f)				
Maximum	12	32	NA	NA
Minimum	6	14	NA	NA
Dimensional Standards				
Minimum Lot Area or Land Area/Unit				

<b>Table 5</b>				
<b>TOD Corridor Zoning Standards</b>				
<b>Standard</b>	<b>Zone Districts</b>			
	<b>LMR</b>	<b>MMR</b>	<b>EC</b>	<b>GC</b>
Large single-family	5,000 SF	NA	NA	NA
Standard single-family	3,000 SF	NA	NA	NA
Zero lot line detached	2,700 SF	2,700 SF	NA	NA
Attached row houses	2,000 SF	1,500 SF	NA	NA
Multifamily and senior housing	2,000 SF	2,000 SF	1,000 SF	NA
<b>Average Minimum Lot or Land Area/Unit</b>				
Large single-family	7,500 SF	NA	NA	NA
Standard single-family	4,500 SF	NA	NA	NA
Zero lot line detached	3,000 SF	3,000 SF	NA	NA
Attached row houses	2,500 SF	2,000 SF	NA	NA
Multifamily and senior housing	2,000 SF	2,000 SF	1,000 SF	NA
<b>Minimum Lot Width</b>				
Large single-family	50'	NA	NA	NA
Standard single-family	50'	NA	NA	NA
Zero lot line detached	30'	30'	NA	NA
Attached row houses	24'	22'	NA	NA
Multifamily and senior housing	NA	NA	NA	NA
<b>Minimum Lot Depth</b>	50'	50'	NA	NA
<b>Building Setbacks</b>				
Front (min./max.)	10'/15'	10'/15'	0'	15'
Side (between bldgs.) (detached/attached)	5' detached 0' attached (a) (c)	5' detached 0' attached (a) (c)	0' 10' (b)	0' 15' (b)
Corner (min./max.)	5'/10'	5'/10'	5'/10'	15'/30'
Rear	15'	15'	0' 10' (b)	0' 15' (b)
Garage Entrance	(d)	(d)	(e)	(e)
Maximum Building Height	35'	45'	60'	60'
Maximum Lot Coverage (g)	80%	80%	100%	85%
Minimum Landscaped Area (i)	20% of site area	20% of site area	0% of site area	15% of site area

Table 5 TOD Corridor Zoning Standards				
Standard	Zone Districts			
	LMR	MMR	EC	GC
Housing Mix				
Required housing types as listed under Residential in Table 3.	< 16 units in development: 1 housing type  16--40 units in development: 2 housing types  > 40 units in development: 3 or more housing types (plus approved master plan).		NA	NA

NA--Not applicable

Notes:

- (a) The five-foot minimum also applies to the perimeter of the attached unit development.
- (b) Setback required when adjacent to a residential zone.
- (c) Setback required is ten feet minimum between units when using zero lot line configurations.
- (d) Ten feet behind building facade facing street.
- (e) Garage entrance shall not protrude beyond the face of the building.
- (f) Net acre equals the area remaining after deducting environmental lands, exclusive employment areas, exclusive civic areas and right-of-way.
- (g) Lot coverage refers to all impervious surfaces, including buildings and paved surfacing.
- (h) Parking lot landscaping and screening requirements still apply.
- (i) Landscaped area shall include living ground cover, shrubs, trees, and decorative landscaping material such as bark, mulch or gravel. No pavement or other impervious surfaces are permitted except for pedestrian pathways and seating areas.

3. Parking Standards. Parking standards shall be as specified in Section 17.65.050(F)(3). (Ord. 1971 §4 (Exh. C) (part), 2013; Ord. 1867 §5(part), 2006; Ord. 1815 §1(part), Exh. B(part), 2000).

The Central Point Municipal Code is current through Ordinance 1995, passed September 11, 2014.

Disclaimer: The City Recorder's Office has the official version of the Central Point Municipal Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

# **Discussion**

## **Street and Storm Drain ownership**



**STAFF REPORT**

October 14, 2014

**AGENDA ITEM: Discussion of streets and storm drain ownership within the Hidden Grove/Green Valley area.**

**STAFF SOURCE:**

Matt Samitore, Parks & Public Works Director

**BACKGROUND/SYNOPSIS:**

The Hidden Grove/Green Valley (HGGV) Homeowners Association (HOA) has requested the City take over the streets and storm drain ownership and maintenance within the HOA boundaries.

**IMPACT:**

The Hidden Grove/Green Valley (HGGV) Homeowners Association has requested the City of Central Point to analyze and evaluate whether the subdivision's current private street and storm drain infrastructure could become publically owned.

**Storm Drain System**

Currently the city already owns the main trunk lines that exist in the subdivisions. Only the smaller 8" laterals are not publically owned. The City has analyzed and cleaned the entire storm drain system and the pipe is in very good condition. The city is willing to accept the storm drain system. The HGGV HOA will need to hire a professional to change the subdivisions documents to reflect such a change.

**Street System**

The Street System is not as easy to address as the water or storm drain systems. The streets were not originally constructed to city standards and there are many deficiencies when compared with a standard city street. The issues range from ownership of the streets, traffic signage, traffic striping/delineation and initially employed construction methods. Below is an overview of the respective issues.

**Signage** - All the stop signs and street signs would need to be changed to standard city signs. The estimate for this work is \$5,000 in materials.

**Street Width** - The Street itself is 28', which is an acceptable street size for one sided parking. The streets will need to be repainted as part of the existing street painting program. Additionally, there will be a cost associated with the enforcement of the no parking as there are some inconsistencies with parking within the subdivision.

**Street Construction** - One of the largest items is the construction of the streets and the width of the sidewalks. The streets within the subdivisions were built as private streets which are similar, but slightly different, from standardized city streets. City streets have what is called an 8/6/3 combination of base

rock, fine rock, and asphalt. The private streets within the subdivisions only have 2” of asphalt. What this means long-term is that additional paving will be needed sooner in order to maintain the quality of the street. The city estimates that a 1” overlay with grinding at the gutters will need to be done in the next 10 years. Based upon current year dollars this would cost \$250,000. In order to pay for the paving an additional \$5.50 a month would need to be added to the street utility bills of the HGGV HOA to pay for the cost in 2024 dollars.

**Street Ownership** – Currently all of the streets are private tax lots. They would all need to be converted to city right of way at the cost of the applicant.

**Sidewalks** - Lastly, and probably the biggest issue from the City’s point of view, is the sidewalk width. The American with Disabilities Act (ADA) requires all sidewalks to be a minimum of 42” wide. Standard City sidewalks are 54” wide. With the existing sidewalks being 36” wide, staff is unsure if we can accept the sidewalks as currently constructed without being in non-compliance with the law.

**Alternative**

The alternative to ownership is that the City maintains the streets. This could be accomplished if an agreed upon maintenance amount is determined. Using the methodology established earlier the minimum would be \$10.50 a month for the street utility fee.

**ATTACHMENTS:**

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No Attachments

**RECOMMENDATION:**

---

Just discussion at this point.

**PUBLIC HEARING REQUIRED:**

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No, however the HGGV manager and board members may want to comment.

# **Discussion**

## **Front Street Restriping Recommendation**



**ADMINISTRATION DEPARTMENT**

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

**STAFF REPORT**

October 14, 2014

**AGENDA ITEM: Discussion of restriping South 99 from Pine to Bush Street to include bicycle lanes**

**STAFF SOURCE:**

Matt Samitore, Parks & Public Works Director

**BACKGROUND/SYNOPSIS:**

A review of the survey completed to re-stripe South Front (Hwy 99) from E. Pine to Bush Streets to include bicycle lanes.

**SURVEY RESULTS:**

City staff contacted all of the of the business owners along South Front (Hwy 99) from E. Pine Street to Bush Streets. All of the business owners agreed to the change upon seeing the plans and talking to staff except for the Grange Co-op. The grange representative stated they had apprehension about adding the lanes on the west side of the street because of the large truck movement in and out of the storage area and fertilizer plant.

**ATTACHMENTS:**

South Front Re-striping plan prepared by RH2 Engineering.

**RECOMMENDATION:**

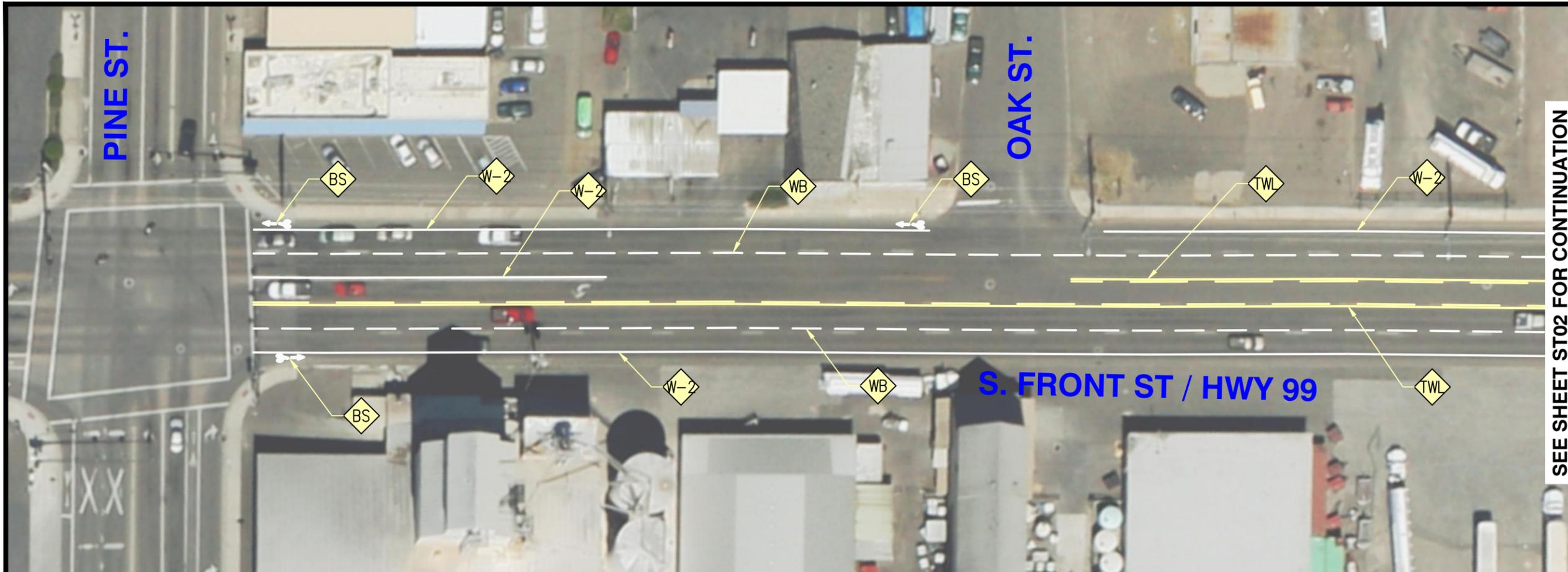
Staff recommends re-striping the area in question.

**PUBLIC HEARING REQUIRED:**

No.

**RECOMMENDED MOTION:**

I recommend approving the re-striping of South Front from E. Pine Street to Bush Street to include narrowed travel lanes and on-street bicycle lanes.



SEE SHEET ST02 FOR CONTINUATION

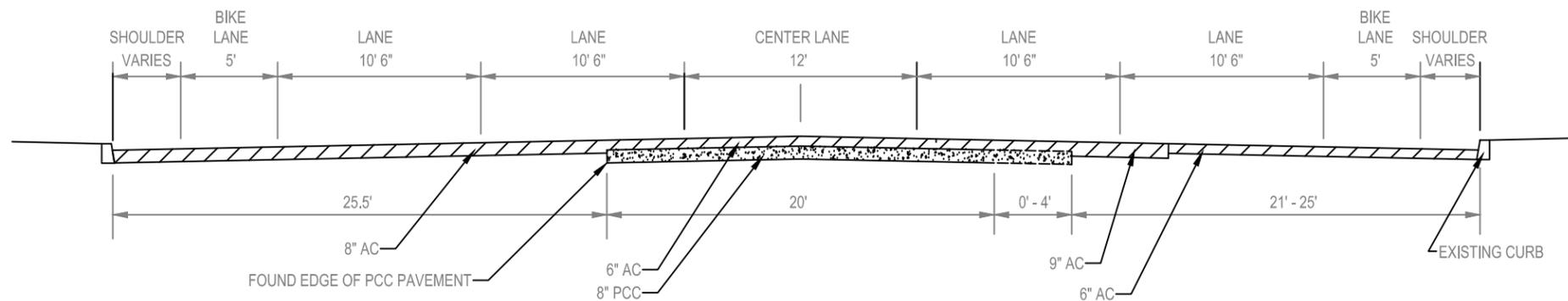


### PLAN VIEW

1"=50'

### KEY NOTES

-  INSTALL 4" WHITE BROKEN LINE
-  INSTALL 8" WHITE LINE
-  INSTALL TWO-WAY LEFT TURN
-  INSTALL BIKE MARKING (WHITE)



### South Front Street Typical Section

NORTH OF BEALL LANE - LOOKING NORTH

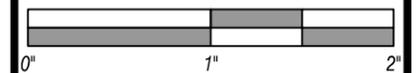
N. T. S.

**CITY OF CENTRAL POINT**  
**2014 ROADWAY**  
**REHABILITATION PROJECT**



## SOUTH FRONT STREET STRIPING PLAN

SCALE: AS SHOWN



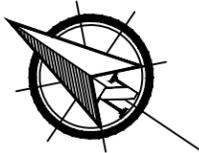
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

DWG NO.:	SHEET NO.:
ST1	1
	3



SEE SHEET ST01 FOR CONTINUATION

SEE SHEET ST03 FOR CONTINUATION

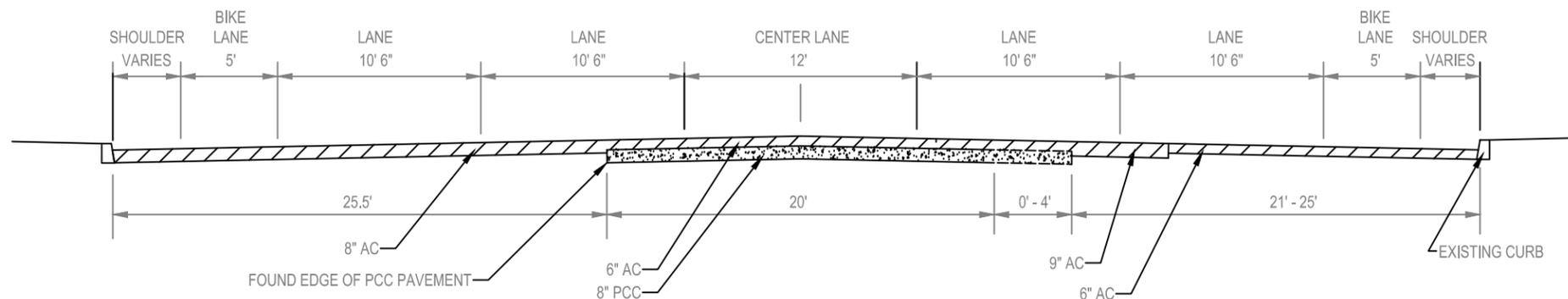


### PLAN VIEW

1"=50'

### KEY NOTES

-  INSTALL 4" WHITE BROKEN LINE
-  INSTALL 8" WHITE LINE
-  INSTALL TWO-WAY LEFT TURN
-  INSTALL BIKE MARKING (WHITE)



### South Front Street Typical Section

NORTH OF BEALL LANE - LOOKING NORTH

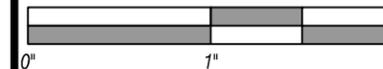
N. T. S.

CITY OF CENTRAL POINT  
 2014 ROADWAY  
 REHABILITATION PROJECT

## SOUTH FRONT STREET STRIPING PLAN



SCALE: AS SHOWN



DRAWING IS FULL SCALE WHEN  
 BAR MEASURES 2"

DWG NO.:

ST2

SHEET NO.:

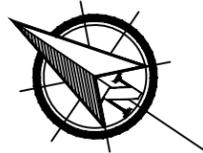
2

3



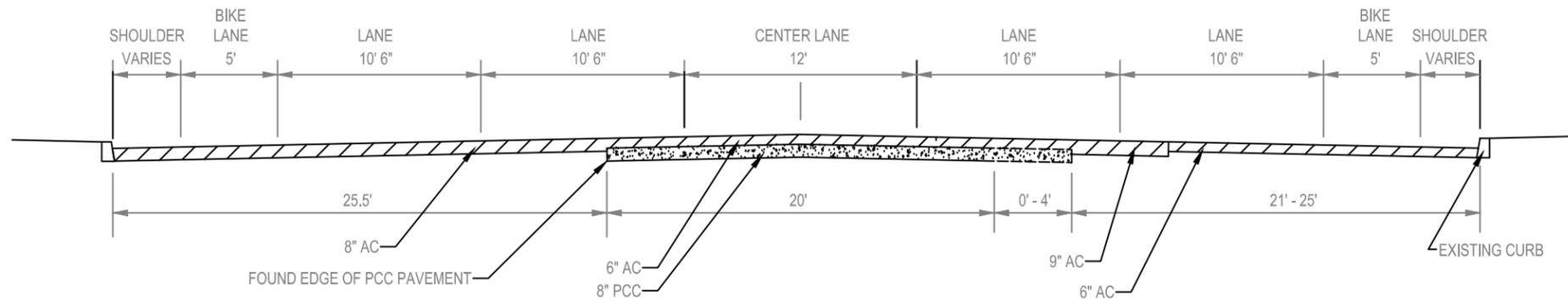
### PLAN VIEW

1"=50'



### KEY NOTES

-  INSTALL 4" WHITE BROKEN LINE
-  INSTALL 8" WHITE LINE
-  INSTALL TWO-WAY LEFT TURN
-  INSTALL BIKE MARKING (WHITE)



### South Front Street Typical Section

NORTH OF BEALL LANE - LOOKING NORTH

N. T. S.

**CITY OF CENTRAL POINT**  
**2014 ROADWAY**  
**REHABILITATION PROJECT**

## **SOUTH FRONT STREET** **STRIPING PLAN**



SCALE: AS SHOWN



DRAWING IS FULL SCALE WHEN  
BAR MEASURES 2"

DWG NO.:

**ST3**

SHEET NO.:

**3**

**3**