



# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Agenda Thursday, January 13, 2022

**Mayor**  
Hank Williams

**Ward I**  
Neil Olsen

**Ward II**  
Kelley Johnson

**Ward III**  
Melody Thueson

**Ward IV**  
Tanea Browning

**At Large**  
Rob Hernandez

**At Large**  
Michael Parsons

Next Res(1694) Ord (2083)

### I. REGULAR MEETING CALLED TO ORDER

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

### IV. PUBLIC COMMENTS

*Public comment is for non-agenda items. If you are here to make comments on a specific agenda item, you must speak at that time. Please limit your remarks to 3 minutes per individual, 5 minutes per group, with a maximum of 20 minutes per meeting being allotted for public comments. The council may ask questions but may take no action during the public comment section of the meeting, except to direct staff to prepare a report or place an item on a future agenda. Complaints against specific City employees should be resolved through the City's Personnel Complaint procedure. The right to address the Council does not exempt the speaker from any potential liability for defamation.*

### V. CONSENT AGENDA

*These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by the Council in one blanket motion; any Councilor may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration.*

#### A. Approval of December 16, 2021 City Council Minutes

### VI. ITEMS REMOVED FROM CONSENT AGENDA

### VII. PUBLIC HEARING

*Public comments will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.*

- A. First Reading - An Ordinance Establishing U.S. Cellular Franchise Agreement (Dreyer)
- B. First Reading - An Ordinance Amending CPMC Chapter 5.34 Pawnbrokers and Secondhand Dealers In Part (Dreyer)
- C. First Reading of Ordinance to amend section 13: Water for Backflow Prevention Devices (Samitore)

### VIII. ORDINANCES, AND RESOLUTIONS

- A. Resolution Ratifying Opioid Settlement Agreements (Dreyer)
- B. Consideration of a Resolution of Intent to Annex three (3) properties along the Bear Creek Greenway for wildfire prevention and parks and recreation use. The subject properties total 7.45 and are identified on the Jackson County Assessor's Map as 3702W11A-TL102 and 28100, and 3702W12B-TL501. (Holtey)

### IX. BUSINESS

A. Planning Commission Report (Holtey)

**X. MAYOR'S REPORT**

**XI. CITY MANAGER'S REPORT**

**XII. COUNCIL REPORTS**

**XIII. DEPARTMENT REPORTS**

**XIV. EXECUTIVE SESSION ORS 192.660(2)(i) Employment Evaluations**

The City Council will 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**

Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 72 hours prior to the City Council meeting. To make your request, please contact the City Recorder at 541-423-1026 (voice), or by e-mail to [Deanna.casey@centralpointoregon.gov](mailto:Deanna.casey@centralpointoregon.gov).

Si necesita traductor en español o servicios de discapacidades (ADA) para asistir a una junta publica de la ciudad por favor llame con 72 horas de anticipación al 541-664-3321 ext. 201

# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Minutes Thursday, December 16, 2021

### I. REGULAR MEETING CALLED TO ORDER

The meeting was called to order at 7:00 PM by Mayor Hank Williams

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

Attendee Name	Title	Status	Arrived
Hank Williams	Mayor	Present	
Neil Olsen	Ward I	Remote	
Kelley Johnson	Ward II	Remote	
Melody Thueson	Ward III	Remote	
Taneeea Browning	Ward IV	Present	
Rob Hernandez	At Large	Present	
Michael Parsons	At Large	Present	

Staff members present: City Manager Chris Clayton; City Attorney Sydnee Dreyer (Virtual); Finance Director Steve Weber; Police Captain Scott Logue; Parks and Public Works Director Matt Samitore; Planning Director Stephanie Holtey (Virtual); Human Resource Director Elizabeth Simas; Accounting Business Services Coordinator Rachel Neuenschwander, and City Recorder Deanna Casey.

Special Guest Commissioner Dotterrer.

### IV. PUBLIC COMMENTS - None

### V. CONSENT AGENDA

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taneeea Browning, Ward IV
<b>SECONDER:</b>	Michael Parsons, At Large
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

A. Approval of November 18, 2021 City Council Minutes

B. 2022 Re-appointments to Committees and Commissions

C. Parks Commission Report December 2021

### VI. ITEMS REMOVED FROM CONSENT AGENDA

### VII. PUBLIC HEARING

A. Public Hearing - Resolution No. \_\_\_\_\_, A Resolution Annexing 1.086 Acres, Located at 4461 Hamrick Road and Identified on the Jackson County

Minutes Acceptance: Minutes of Dec 16, 2021 7:00 PM (CONSENT AGENDA)

**Assessor's Map as 37 2W 01CB, Tax Lot 1000. Applicant Edward A. Leon Guerrero**

City Manager Chris Clayton read the public hearing statement. There were no conflicts of interest declared.

Planning Director Stephanie Holtey presented the staff report for the annexation of property located at 4461 Hamrick Road. The property owner submitted the application. This property is planned for high-density residential land use and pre-zoned to Medium Mix Residential (MMR) in the Eastside Transit Oriented Development Overlay. The proposed resolution includes a portion of Hamrick Road right-of-way. The property satisfies all the ORS requirements for annexation without requiring election or hearing. The property is 100% consent for annexation.

This item is a public hearing. Staff recommends opening the public hearing and consider the resolution declaring the annexation.

Mayor Williams opened the public hearing.

Edward Guerrero, applicant  
Mr. Guerrero stated they are asking for annexation because they are paying for city water at a higher rate. They plan to make improvements to the property in the future.

No one else came forward and the public hearing was closed.

**Melody Thueson moved to approve Resolution 1690, A Resolution Annexing 1.086 Acres, Located at 4461 Hamrick Road and Identified on the Jackson County Assessor's Map as 372W01CB, TL 1000. Applicant Edward A Leon Guerrero.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Melody Thueson, Ward III
<b>SECONDER:</b>	Rob Hernandez, At Large
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**VIII. ORDINANCES, AND RESOLUTIONS**

**A. Resolution No. \_\_\_\_\_, A Resolution approving the Revised Management Compensation Plan and January 1, 2022 - June 30, 2022 Classification Pay Plan**

Human Resources Director Elizabeth Simas presented to the Council a Resolution approving the Revised Management Compensation Plan and January 1, 2022 - June 30, 2022 Classification Pay Plan. A comprehensive market survey was completed, and presented to the City Council at the November 18, 2021 meeting. The recommendation from council was to bring the salary ranges and monetary benefits up to the average/median but not more than 5% above the comparative market. In making the recommended changes to the compensation plan for management will stay competitive with other jurisdictions.

**Michael Parsons moved to approve Resolution No. 1691, A Resolution**

Minutes Acceptance: Minutes of Dec 16, 2021 7:00 PM (CONSENT AGENDA)

**approving the Revised Management Compensation Plan and January 1, 2022 - June 30, 2022 Classification Pay Plan.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Parsons, At Large
<b>SECONDER:</b>	Taneea Browning, Ward IV
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**B. Resolution No. \_\_\_\_\_, Granting an Electric Utility Franchise and General Utility Easement to Pacificorp**

City Attorney Sydnee Dreyer explained the current electric utility franchise agreement expired December 7, 2021. The City and Pacificorp have been negotiating a franchise agreement which contains a number of revised terms. The most notable changes 1) the franchise fee increases from 6% of gross revenues to 7% of gross revenues; and 2) language has been added to clarify when a project is a private development versus a city project to better determine responsibility for costs of relocating utilities in the event of a conflict.

There was discussion about the increase to citizens. Council understands that most utilities did not do annual increases due to the pandemic but after two years, it is becoming necessary in order to keep up with costs. They asked if there would be a way to increase in steps over the ten-year agreement.

Mr. Clayton explained that other cities in the valley are 7% except for talent who is higher. Jackson County does not have franchise agreements. The franchise funds go directly into the general fund. He also explained that the city has a discount program for people who are having problems paying bills, he is pretty sure that Pacificorp does also.

**Mike Parsons moved to approve Resolution 1692 Granting an Electric Utility Franchise and General Utility Easement to Pacificorp.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Parsons, At Large
<b>SECONDER:</b>	Melody Thueson, Ward III
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**C. Resolution No. \_\_\_\_\_, Resolution Amending Resolution No. 1657 Authorizing a Full Faith & Credit Borrowing Financing Agreement**

Finance Director Steve Weber explained the proposed resolution amends Resolution No. 1657, was adopted by Council authorizing a full faith and credit borrowing to provide for a new public works corporation yard/operations center. The amount needed to complete the project has increased and additional funds are needed. The proposed resolution tonight authorizes an increase in the financing amount to \$6,551,300. The original agreement with Banner Bank includes all closing costs at 2.50%. Banner Bank is proposing a blended rate of 2.54% for the increased borrowing amount. Debt service payments will be included in future budgets. The recommended resolution was prepared by City of Central Point's Bond Counsel, Hawkins Delafield and Wood LLP.

Mr. Clayton reminded Council about a previous discussion directing staff to move forward with additional financing. Staff feels the rate is very good considering what the FED has said to expect in the coming year.

**Taneea Browning moved to approve Resolution No. 1693, Resolution Amending Resolution No. 1657 Authorizing a Full Faith & Credit Borrowing Financing Agreement.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taneea Browning, Ward IV
<b>SECONDER:</b>	Kelley Johnson, Ward II
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

## IX. BUSINESS

### A. Planning Commission Report

Planning Director Stephanie Holtey explained the December 6, 2021, Planning Commission report:

- The Planning Commission was introduced to the Bear Creek Greenway Fire Area Master Plan. The Commission expressed concern about some of the locations not being safe for younger kids, there suggest the pump track be located closer the parking area so that family members can observe. They are concerned about the illicit activity, especially the part of the park on the east side of Bear Creek.
- The Planning Commission continued discussions regarding code amendments addressing mobile food businesses. The proposed amendments aim to expand opportunity for this type of business in Central Point. There was discussion regarding permanent vs temporary structures and possible locations.

<b>RESULT:</b>	<b>FOR DISCUSSION ONLY</b>
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### B. Hazel Street Stop Sign Discussion

Parks and Public Works Director Matt Samitore reported that the City conducted a volume and speed analysis with cameras at all the intersections along Hazel, except for 8<sup>th</sup>, this cameras didn't record data correctly. The overall study resulted in two intersections that meet at least one of the MUTCD guidelines. After conferring with our contract Traffic Engineer, City staff concurs that a four-way stop is justified for 5<sup>th</sup> Street and Hazel, and a three-way stop at 7<sup>th</sup> and Hazel are warranted. This recommendation is in regards to local control and not recommended by the State.

**Mike Parsons moved to approve the installation of a four-way stop at the intersections of North 5<sup>th</sup> and North 7<sup>th</sup> at Hazel.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Parsons, At Large
<b>SECONDER:</b>	Taneea Browning, Ward IV
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

## X. MAYOR'S REPORT

Mayor Hank Williams reported that he attended:

- The Christmas Parade and Tree Lighting. It was an amazing turn out.
- A TRADCO meeting. There was much discussion about the Governors proposed transportation planning rule.
- A Fair Board Meeting. The Wild Rogue Pro Rodeo is scheduled for May 13/14, 2022.

## XI. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- He is asking the Council to adjourn to Executive Session after the regular meeting adjourns under ORS 192.660 (2)(e) Real Property Transactions.
- City Attorney Sydnee Dreyer has received the paperwork for the cemetery.
- The hot topic at the TRADCO meeting was the new transportation planning rule from the Governors new Executive Order. We will be briefing the council on this after the first of the year. The Executive Order is trying to address climate change, and will make things more difficult and complex for future development.
- The Library District is working on their strategic planning, they are looking for participants if any of the Council Members are interested.
- This week the Police Department and Public Works Department attended a zoom meeting with Jackson County regarding evacuation maps.
- We have received notice regarding an environmental quality issue with McDonalds, Evidently their eco-friendly products are in short supply and they will have to revert to the old packaging.
- County Administrator Danny Jordon provided a spreadsheet on tax compression throughout the valley.

## XII. COUNCIL REPORTS

Council Member Kelley Johnson reported that she attended the RVCOG meeting.

Council Member Melody Thueson reported that not much is happening at the School Board Meetings, the Crater Foundation fundraiser raised \$169,000, and her school did a Jog-a-thon and raised over \$60,000 from the community.

Council Member Neil Olson attended part of the Planning Commission meeting and participated in the Parade and tree lighting.

Council Member Tanea Browning reported that:

- She attended the Central Point Light Parade and tree lighting ceremony.
- She attended the LOC Board meeting on Friday.
- She attended the Medford Water meeting, they spoke about the big process.
- She attended the nomination committee meeting for LOC today. We now have all cities and all regions represented at the board level. She will be traveling all over Oregon to meet with member cities.
- She is super excited and proud of how we operate as a council. Everyone is respectful and kind and a true example of great leadership.

Council Member Rob Hernandez reported that:

- He attended the Crater Foundation dinner. It was a great event and they raised a lot of money for scholarships.
- He attended the Jackson County and the City Community Center zoom meetings.
- He would like to know more about the Executive Order when information is available.

Council Member Mike Parsons reported that:

- He attended the Parks and Rec foundation meeting where they talked about the daffodil project. He thanked Eden Foster for her organization of the event.
- He attended the Community Christmas parade and Tree Lighting.
- He attended the Planning Commission meeting.
- He attended the RVSS Lunch meeting.
- He attended a zoom meeting regarding the effects of illegal grows in the valley in regards to our lives and the impacts to water tables. These illegal grows have horrible living conditions, they were responsible for 58% of COVID cases in Jackson County during the summer months when these camps were in full operation.

### **XIII. DEPARTMENT REPORTS**

Police Captain Scott Logue stated that the tree lighting and parade went off really well, they did have warning that it would be a larger crowd than last year. We received some threats regarding Crater last week. After some investigation a juvenile was taken into custody for evaluation.



County Commissioner Dave Dotterer reported that he is pleased with the special session on Monday where the Southern Oregon legislative group really pushed and advocated for the issues surrounding illegal marijuana operations. The Transportation Planning Rules is concerning

**XIV. EXECUTIVE SESSION- ORS 192.660 (2) (e) Real Property Transactions**

Motion to adjourn Tanea Browning under ORS 192.660(2)(e) Real Property Transactions. Seconded by Melody Thueson. The meeting was adjourned to executive session at 8:40 p.m.

No action was taken after the executive session.

**XV. ADJOURNMENT**

**Tanea Browning moved to adjourn.** All said aye and the meeting was adjourned at 8:58 p.m.

The foregoing minutes of the December 16, 2021, Council meeting were approved by the City Council at its meeting of \_\_\_\_\_, 2022.

Dated:

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

ATTEST:

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

Minutes Acceptance: Minutes of Dec 16, 2021 7:00 PM (CONSENT AGENDA)



## **City of Central Point** **Staff Report to Council**

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Attorney
<b>FROM:</b>	Sydnee Dreyer, City Attorney		
<b>MEETING DATE:</b>	January 13, 2022		
<b>SUBJECT:</b>	First Reading - An Ordinance Establishing U.S. Cellular Franchise Agreement		
<b>ACTION REQUIRED:</b>	Motion Ordinance 1st Reading	<b>RECOMMENDATION:</b>	Approval

#### **BACKGROUND INFORMATION:**

United States Cellular Operating Company of Medford (“USCC”) provides cellular service in the City. As part of its provision of cellular service, USCC plans to move forward in the near future with fifth generation (5G) wireless service, which requires the installation, operation and maintenance of small cell wireless facilities in the public ways of the City. Council is requested to consider approval of a non-exclusive franchise with USCC for small wireless facilities in the public right-of-way.

#### **FINANCIAL ANALYSIS:**

The franchisee would pay a \$500 one-time, non-recurring application fee for up to five small wireless facilities, with an additional \$100 non-recurring application fee for each facility beyond five, plus a \$1,000 non-recurring fee for a new pole (i.e., not a collocation). Franchisee would also pay \$270 per small wireless facility per year.

#### **LEGAL ANALYSIS:**

Small cell wireless facilities used to support the new 5G cellular data network are smaller, but more numerous than traditional wireless telecommunication towers. For this reason, small cell wireless facilities are oftentimes placed in the public right-of-way, frequently on existing poles in the right-of-way, instead of in a dedicated tower on a dedicated parcel of land.

The proposed franchise does not regulate the design of small cell facilities; rather this will be handled through uniform standards under the CPMC applicable to all small cell facilities, which will include provisions regarding aesthetics, collocation on existing poles and permissible locations.

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

City of Central Point 2040 Strategic Plan

Strategic Priority – Community Investment

GOAL 1 - Build a strong city that is fiscally sustainable and provides enhanced services and small-town nuance.

STRATEGY 3 – Partner with telecom and utility companies to offset infrastructure costs.

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**STAFF RECOMMENDATION:**

Staff recommends forwarding the ordinance to second reading.

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**RECOMMENDED MOTION:**

I move to second reading an Ordinance establishing a franchise agreement between United States Cellular Operating Company of Medford for use of the public right of way relating to small cell wireless facilities.

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**ATTACHMENTS:**

1. USCC and Central Point Franchise Agreement - Final 12.21.21

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

**AN ORDINANCE ESTABLISHING A FRANCHISE AGREEMENT BETWEEN UNITED STATES CELLULAR OPERATING COMPANY OF MEDFORD FOR USE OF THE PUBLIC RIGHT OF WAY RELATING TO SMALL CELL WIRELESS FACILITIES**

**RECITALS:**

- A.** United States Cellular Operating Company of Medford (“USCC”) is a subsidiary of United States Cellular, Inc., a Delaware corporation, wireless cellular service coverage to the citizens of the City of Central Point, Oregon (the “City”), and other surrounding areas;
- B.** Providing cellular service, particularly 5G wireless service, requires the installation, operation and maintenance of small cell wireless facilities to located within the public ways of the City;
- C.** The City desires to set forth the terms and conditions by which United States Cellular Operation Company of Medford shall use the public ways of the City.

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

**Section 1.** As used in this ordinance, the following words and phrases shall mean:

City: The City of Central Point, Oregon.

City Manager: The City Manager or his or her designee.

Facilities: Antennas and any associated utility or equipment boxes, transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of Grantee’s wireless communication signals for voice and other data transmission, including the means and devices used to attach such equipment to poles, peripherals, and wiring, cabling, and power feeds.

Grantee: USCC, its successors and assigns.

Public Way or Right of Way: Any highway, street, road, alley, public right-of-way or utility easement for public use under control of the City within the corporate limits of the City now existing and as annexed during the term of this Franchise.

**Section 2.** A reliable source for wireless communications services is in the public interest of the City and its inhabitants. Therefore, subject to the provisions and restrictions of this ordinance and the CPMC, the City grants to Grantee the non-exclusive privilege to locate, construct, install, replace, operate and maintain its Facilities over, in, on or under current or future Rights of Way within the City. This includes the privilege to construct new poles or collocate said Facilities within the Public Way or Right of Way on City owned property—such as light poles, utility poles, or

other City structures—or on private facilities under separate agreement, provided proper approval is received in advance.

**Section 3.** Except as provided in this section, Grantee’s Facilities shall be installed underground except along those routes existing at the time of enactment of this ordinance or where infeasible and except to the extent that Grantee’s Facilities must remain above-ground to operate. The City must process all applications on a nondiscriminatory basis and may deny an application subject to this Chapter if the proposed small wireless facility or new, modified, or replaced pole: (1) Materially and demonstrably interferes with the safe operation of traffic control equipment; (2) Materially and demonstrably interferes with sight lines or clear zones for transportation or pedestrians; (3) Materially fails to comply with the Americans with Disabilities Act or similar federal, state, or local laws, standards and regulations regarding pedestrian access or movement; (4) Fails to comply with applicable codes, standards and regulations, including the City’s design standards; or (5) Fails to comply with the provisions in the City of Central Point Municipal Code. It shall be lawful for Grantee to make all necessary excavations in any public way for the purpose of locating, constructing, operating and maintaining its facilities. Grantee’s use of the Public Way and all construction by Grantee shall comply with the standard specifications and special provisions of the City and all other applicable Federal, State and local laws and regulations, and Grantee and the City shall comply with the applicable requirements of the Oregon Utility Notification Law, ORS Chapter 757 (2013), and the related rules and administrative regulations promulgated thereunder in OAR Chapter 952. No work affecting the Public Way shall be done by the Grantee without first obtaining the permits required by the City, which may include plan submittal and approval before work begins. During the approval process, Grantee shall bear the burden of proof regarding the infeasibility of installing facilities underground along new routes when requesting customary above-ground Facilities; under such circumstances, the City and Grantee will work together in good faith to reach a mutually agreeable solution consistent with this Section 3.

**Section 4.** New plans will be furnished promptly for any additions or modifications. Plans for Facilities already existing on the effective date of this Franchise that Grantee has not already provided to the City under previous agreement or ordinance shall be furnished to City within 60 days after the effective date of this Franchise.

**Section 5.** Nothing in this Ordinance shall be construed in any way to prevent the City from constructing and maintaining any public improvement in any Public Way. In its construction and maintenance of public improvements, the City shall endeavor not to obstruct or prevent the free use by Grantee of its Facilities; however, the City’s rights shall be paramount, subject to applicable state and federal law.

**Section 6.** The City shall have the right to require Grantee to change the location of any Facility within the Public Way when the City determines that a necessary public improvement project requires such change, and the expense thereof shall be paid by Grantee, provided the City’s request is (a) not unreasonable or discriminatory in nature, (b) is consistent with a lawful exercise of the City’s police power, and (c) subject to applicable state and federal law.

-2-Ordinance No. \_\_\_\_\_

If the City requires Grantee to relocate its Facilities located within the City, the City will make a reasonable effort to provide Grantee with an alternate location for its Facilities within the Public Way. City shall give Grantee written notice to relocate its Facilities at least 120 days prior to the date established by the City as the deadline for relocation. Within 30 days receipt of such notice, Grantee shall do any necessary field investigation and furnish the City with a plan showing the exact location of all of Grantee's Facilities in the construction area and showing necessary adjustments and reasonable time requirements. Thereafter, the City will furnish Grantee with final improvement plans and a schedule which allows Grantee a reasonable time to complete the relocation of its Facilities.

Should Grantee, due to its negligence, fail to relocate any such Facilities by the date established by the above-referenced final improvement plans and schedule, the City may effect such relocation at its own risk. The work shall be done by a qualified contractor. The reasonable and verifiable expense thereof shall be paid by Grantee. Grantee shall pay the City's charges for such work within 30 days after receipt of City's statement of charges, subject to Grantee's rights to pursue legal and equitable remedies.

**Section 7.** Should it ever become necessary to temporarily rearrange or temporarily relocate Grantee's Facilities at the request of a private person or business, as a condition of City permit requirements or other City-required reasons, Grantee shall perform such temporary rearrangement or relocation as expeditiously as possible upon receipt of reasonable written notice from the person or business desiring the temporary change of the Facilities if such notice meets all of the following requirements:

- (a) approved by the City Manager in writing,
- (b) provides all necessary information about the project,
- (c) provides that the costs incurred by Grantee in making the change be borne by the person or business giving said notice,
- (d) provides that the person or business giving notice shall indemnify and hold harmless the Grantee and City of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such change of Grantee's Facilities, and
- (e) accompanied by a cash deposit or a good and sufficient bond to pay any and all of the Grantee's estimated costs as estimated by Grantee, unless Grantee provides written confirmation that it waives such requirement.

**Section 8.** Grantee shall at all times maintain all of its Facilities in a good state of repair. Any damage to the Public Way caused by Grantee shall be promptly repaired by Grantee at no cost to the City. Grantee shall have a local representative available at all times through the local utility coordinating notification center, whether it be the Rogue Basin Utilities Coordinating Council, the Oregon Utility Notification Center, or any such successor authority, to locate Grantee's facilities for persons who need to excavate in the Public Way. Should Grantee fail to maintain or repair any such Facilities by the date established by the City, the City may affect such repair at its own risk,

and the reasonable and verifiable expense thereof shall be paid by Grantee within thirty (30) days after receipt of an invoice therefor. Procedures and costs shall be as in Section 6 above.

**Section 9.** Grantee shall indemnify and hold harmless the City from any and all damages of any kind or character to the extent caused by the location, installation, operation and maintenance of the Grantee's Facilities in the City by Grantee or its contractors, except to the extent caused by the City's or a third party's negligence, recklessness or willful misconduct. Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public Way.

**Section 10.** The Federal Communications Commission issued an order, *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, Declaratory Ruling and Third Report and Order* (September 26, 2018) (the "FCC Order") that limits the charges a local government can impose on small cell wireless facilities ("SWF") within the Right of Way. As Grantee's Facilities within the Right of Way will be SWF, pursuant to the FCC Order, as to any SWF installed or operated under this Franchise, Grantee shall pay to City a fee of \$270 per year for each SWF in City Rights-of-Way (the "Franchise Fee"). In addition to the Franchise Fee, Grantee shall pay a non-recurring application fee of \$500 for up to five SWFs, and an additional \$100 for each application for a SWF beyond five. In the event that a new pole is required, Grantee shall pay an application fee of \$1,000 for such installation.

The Franchise Fee shall be due and payable beginning on the first day of the month following the installation of the SWF, and thereafter on January 1 of each year. For any partial year in which the payment of the Franchise Fee commences, such fee will be prorated for the remainder of the calendar year.

The Franchise Fee shall not be in addition to any other special license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from Grantee with respect to Grantee's wireless communications business or the exercise of this Franchise within the corporate limits of the City, and the amount due to the City under any other special license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting therefore the amount of said Franchise Fee paid hereunder. A deductible "special" tax or charge is one that is levied only on Grantee or only on utility companies.

Grantee shall not deduct any general business taxes or general sales taxes levied or collected by the City. Grantee shall not deduct charges and penalties imposed by the City for noncompliance with charter provisions, ordinances, resolutions or permit conditions from the Franchise Fee payment required by this section. This provision does not exempt the property of Grantee from lawful ad valorem taxes, local improvement district assessments, or conditions, exactions, fees and charges that are generally applicable during Grantee's real property development or use outside of the right-of-way or use as required by City ordinances. Except as required by the City's moratorium on pavement cuts, Grantee shall not be required to pay any permit fees or similar charges for street opening, installations, construction and the like.

Payment not received within thirty (30) days from the due date shall be assessed interest at the rate

-4-Ordinance No. \_\_\_\_\_

of five percent (5%) of the annual Franchise Fee. Except as otherwise required or allowed by law or rule, no portion of the Franchise Fee shall be noted separately on any bill to any customer or user of services or commodities furnished by Grantee.

**Section 11.** Payment of the Franchise Fee shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantees that may be imposed by the City, except as may otherwise be provided in the ordinance or ordinances imposing such other license fee, tax or charge, and subject to applicable state and federal law.

**Section 12.** This Franchise shall commence on the date of full execution and shall continue to be in force for a period of 10 years. At least 120 days prior to the expiration of this Franchise, USCC and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise.

This Franchise may also be terminated at any time upon 45 days written notice for failure to pay the Franchise Fee pursuant to Section 10 of this ordinance or comply with other material provisions of this Franchise or the CPMC unless such failure is remedied within the 45-day period. Grantee may terminate this Franchise at any time for convenience provided it gives at least 45 days written notice prior to the termination date.

If the City elects to adopt a new right-of-way ordinance that regulates and sets fees for the use of the Right of Way by wireless communications carriers for the same purpose as set forth herein (“New Ordinance”), provided such New Ordinance is in compliance with state and federal laws, this Franchise will terminate on January 1 of the first calendar year following the effective date of that ordinance. Thereafter, Licensee’s use of the Right of Way will be governed by the New Ordinance. The City will engage Licensee in the discussion and review of the New Ordinance and allow Licensee the opportunity to provide comment. The City’s agreement to engage Licensee in establishing the New Ordinance is a material inducement to Licensee agreeing to the termination right set forth herein.

Otherwise, if a New Ordinance is not established or the New Ordinance is not in full compliance with state and federal law, this Franchise shall remain in effect.

If USCC contends that the New Ordinance is in violation of state or federal law, USCC must give City written notice of the dispute. Such notice will result in this Franchise Agreement remaining in effect for USCC for an additional 120 days, instead of the New Ordinance going into effect as scheduled. It is contemplated that during that window, the parties shall attempt negotiation, mediation, or other alternative dispute resolution; and/or USCC may approach the Jackson County Circuit Court for the State of Oregon, or the United States District Court for the District of Oregon, seeking a preliminary injunction or other judicial intervention. Those two courts shall be the exclusive venue for litigating whether the New Ordinance is in violation of state or federal law.

**Section 13.** This Franchise is not transferable. Nothing herein shall be interpreted to limit Grantee’s rights to use contractors, nor its right or responsibility, as applicable, to allow other

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entities to use portions of its wireless communication system; in such instances, neither notice to nor consent from the City shall be required.

Notwithstanding anything to the contrary within the terms of this Franchise, Grantee shall have the right to assign its rights and interest under the Franchise to its subsidiaries, affiliates or successor legal entities, to the subsidiaries or affiliates of Grantee, or to any entity which acquires all or substantially all of Grantee’s wireless communications assets in the market defined by the Federal Communications System in which the City is located, without notice or consent.

**Section 14.** The City Manager is authorized to act for the City in all matters pertaining to this Franchise. Grantee may appeal any action of the City Manager to the City Council by giving written notice thereof within twenty-one (21) days after Grantee was notified of such action. The City Council will hear the appeal and render a final decision within thirty (30) days after the notice of appeal is given.

**Section 15.** Whenever any notice is to be 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 South 3rd Street  
Central Point, OR 97502

To Grantee: United States Cellular Operating Company of Medford  
Attention: Real Estate Lease Administration  
8410 W. Bryn Mawr Avenue  
Chicago, Illinois 60631

Copy to:  
  
USCC Services, LLC  
Attention: Real Estate Lease Administration  
8410 W. Bryn Mawr Avenue  
Chicago, Illinois 60631

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

**Section 16.** This Franchise supersedes all prior franchises between City and Grantee, if any.

**Section 17.** Proprietary information as identified and provided by the Grantee to the City under this Ordinance is entitled to protection as trade secrets and shall be governed by confidentiality procedures pursuant to ORS 192.501, ORS 192.502 and under any other applicable State or Federal laws.

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**Section 18.** This ordinance shall be governed by Oregon law. Nothing in this Ordinance is intended to be inconsistent with the State or Federal Law and further neither the City nor Grantee waives any rights granted under State or Federal Law by agreeing to this Ordinance. If any clause, sentence, or section of this Ordinance, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid.

PASSED by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”).

ATTEST: \_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

APPROVED: \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

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Attachment: USCC and Central Point Franchise Agreement - Final 12.21.21 (1494 : Ordinance Establishing U.S. Cellular Franchise Agreement)

UNCONDITIONAL ACCEPTANCE BY:

I am authorized to bind United States Cellular Operating Company of Medford and to unconditionally accept the terms and conditions of the foregoing City of Central Point Franchise Ordinance, which are hereby accepted by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

United States Cellular Operating Company of Medford

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ an Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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## City of Central Point Staff Report to Council

### ISSUE SUMMARY

**TO:** City Council **DEPARTMENT:** City Attorney

**FROM:** Sydnee Dreyer, City Attorney

**MEETING DATE:** January 13, 2022

**SUBJECT:** First Reading - An Ordinance Amending CPMC Chapter 5.34 Pawnbrokers and Secondhand Dealers In Part

**ACTION REQUIRED:** Motion  
Ordinance 1st Reading **RECOMMENDATION:** Approval

#### BACKGROUND INFORMATION:

Currently the CPMC requires pawnbrokers and secondhand dealers to maintain a report of all property received on deposit, pledged or purchased and to submit that electronic report to the City. However, there is no requirement that said businesses photograph the property upon receipt. As a result, the Central Point Police Department has found that it can be difficult to track stolen property and to return it to its rightful owner.

Additionally, requiring a digital photo of property received could help discourage certain unethical business activities as it would deter the purchase of new products in original packaging which has been an issue with some businesses over the years.

The proposed revisions would require the addition of a digital photo at the time the property is received, and would require that a clear digital photograph be uploaded to the City's electronic pawn reporting system, which is already utilized by pawnbrokers and secondhand dealers, though excludes any property that is simply pledged as collateral for a loan.

#### FINANCIAL ANALYSIS:

N/A

#### LEGAL ANALYSIS:

The City Attorney has reviewed the proposed ordinance amendments.

#### COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

City of Central Point 2040 Strategic Plan

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Strategic Priority – Responsible Governance

GOAL 5 - Continue to develop and foster the city's community policing program.

STRATEGY 1 – Build relationships with the community through interactions with local agencies, stakeholders, and members of the public, creating partnerships and programs for reducing crime and disorder.

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**STAFF RECOMMENDATION:**

Consider proposed amendment and 1) forward the ordinance to a second reading; or 2) make revisions and forward the ordinance to a second reading.

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**RECOMMENDED MOTION:**

Move to a second reading an Ordinance amending in part the Central Point Municipal Code Chapters 5.34.010 and 5.34.020 Pawnbrokers and Second Hand Dealers.

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**ATTACHMENTS:**

1. ORD Amending Ch 5.34 Pawnbrokers

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE AMENDING IN PART CENTRAL POINT MUNICIPAL CODE**  
**CHAPTERS 5.34.010 AND 5.34.020 PAWNBROKERS AND SECONDHAND**  
**DEALERS**

**RECITALS:**

- A. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B. Upon review, the Central Point Police Department has recommended a requirement that pawnbrokers and secondhand dealers be required to take digital photographs of all purchased property to assist in locating and recovering stolen property sold to such establishments and to deter the purchase of such property.
- C. Words ~~lined through~~ are to be deleted and words **in bold** are added.

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

**SECTION 1.** Chapter 5.34.010 is amended in part as set forth below and incorporated herein by reference.

As used in Sections [5.34.020](#) to [5.34.090](#) the following words have the following meanings:

- A. "Pawnbroker" means a person engaged in conducting, managing, or carrying on the business of loaning money for himself or for any other person upon personal property, personal security, pawns or pledges, or the business of purchasing articles of personal property and reselling or agreeing to resell such articles to the vendors or their assigns at prices agreed upon at or before the time of such purchase.
- B. "Pawnshop" means any room, store, or place in which a pawnbroker is engaged in, carries on, or conducts his business.
- C. "Secondhand dealer" means a person who, as indicated by business dollar volume is primarily in, conducting, managing, or carrying on the business of buying, selling, or otherwise dealing in secondhand goods, wares, or merchandise.
- D. "Weekday" means any day falling between Monday and Friday, inclusive.
- E. **"Digital Photograph" means an image produced using a digital camera and stored as an electronic file.**

**SECTION 2.** Chapter 5.34.020 is amended in part as set forth below and incorporated herein by reference.

A. Every person engaged in the business of a pawnbroker or dealer in secondhand goods shall keep an electronic record utilizing the electronic reporting system in use by the city of all articles purchased or received. The record shall at all times during business hours be open to the inspection of the chief of police, his agents, or any other police officer of this state.

B. Except as provided in subsection C of this section, every **person involved in the business of a pawnbroker and secondhand dealer** shall utilize the city's electronic pawn reporting system to make an electronic report and the report shall be a full, true, and complete report of all goods, wares, merchandise, or things received on deposit, pledged or purchased. The report shall show the hour of the day when the article was received on deposit, pledged or purchased, and the number of the pawn ticket, amount loaned, amount purchased, a complete description of each article left on deposit, pledged or purchased, **the digital photograph of the item as described in subsection C below**, and the name and address of the person from whom the article was acquired. No item shall be received unless the person from whom the article is acquired exhibits a driver's license or state-issued ID card and the identifying number is recorded on the report. Each pawn ticket issued shall be numbered consecutively, and if stubs are used in connection with the pawn ticket, each stub shall be numbered consecutively to conform to the ticket. If any article so left on deposit, pledged or purchased has engraved thereon a number, word or initial, or contains settings of any kind, the description of the article in the report shall contain the number, word or initial, and shall show the kind of settings and the number of each kind. ~~The electronic pawn reporting system will provide for an upload of a complete electronic report described in this section. Each pawnbroker and secondhand dealer shall, at the end of each business day, provide an electronic upload to the pawn reporting system of all transactions that occurred during that business day.~~

C. In addition to the requirements of section B above, every person engaged in the business of a pawnbroker or dealer in secondhand dealer shall provide a clear digital photograph of all purchased property taken at the time of receipt of such property. The digital photograph shall be uploaded into the city's electronic pawn reporting system. This requirement does not apply to property pledged as collateral for a collateral loan made by a pawnbroker.

D. ~~The electronic pawn reporting system will provide for an upload of a complete electronic report described in this section. Each pawnbroker and secondhand dealer shall, at the end of each business day, provide an electronic upload to the pawn reporting system of all transactions that occurred during that business day~~

E. No secondhand dealer shall be required to furnish a description of property purchased from manufacturers or wholesale dealers having an established place of business, or of a purchase or purchases in the open market or secured from a person

doing business, and having an established place of business in the city, but such goods shall be accompanied by a bill of sale or other evidence of legitimate purchase and must be shown to the chief of police, his agents, or any police officer of this state.

**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 (i.e. Recitals A-C) 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 \_\_\_\_\_, 2022.

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

ATTEST:

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

Attachment: ORD Amending Ch 5.34 Pawnbrokers (1493 : Ordinance Amending CPMC Chapter 5.34 In Part)





## **City of Central Point** **Staff Report to Council**

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Public Works
<b>FROM:</b>	Matt Samitore, Parks and Public Works Director		
<b>MEETING DATE:</b>	January 13, 2022		
<b>SUBJECT:</b>	First Reading of Ordinance to amend section 13: Water for Backflow Prevention Devices		
<b>ACTION REQUIRED:</b>	Ordinance 1st Reading	<b>RECOMMENDATION:</b>	Approval

#### **BACKGROUND INFORMATION:**

The City of Central Point has a very successful backflow prevention program. Still, our water division has noticed some lesser quality devices being installed that do not protect the overall city water system over the past few years. Backflow Prevention Assemblies (BPA) are devices that are installed on homes with in-ground sprinkler systems. The device disallows water to back charge into the overall City water System.

In reviewing the ordinance, it was determined that some devices are not being installed correctly or are not good enough to protect the overall system. Therefore, staff suggests adding language that would restrict the type of devices installed in new construction and also adding additional language about homeowner responsibility and pre-existing assemblies.

#### **FINANCIAL ANALYSIS:**

The change will disallow the lowest cost backflow devices that range from \$100-\$175 currently. The most common and functional devices start at approximately \$250.00.

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**LEGAL ANALYSIS:**

Legal counsel has reviewed the proposed ordinance modifications.

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

GOAL 5 - Plan, design, and construct modern and efficient infrastructure in all areas and systems

STRATEGY 1 – Continually update infrastructure plans.

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**STAFF RECOMMENDATION:**

Staff recommends approval of the first reading of the ordinance.

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**RECOMMENDED MOTION:**

Approve the first reading of the ordinance amending section 13 of the municipal code in regards to backflow prevention devices.

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**ATTACHMENTS:**

1. Ord Amending 13.20 in part

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

**AN ORDINANCE AMENDING CENTRAL POINT MUNICIPAL CODE CHAPTER 13.20 IN PART REGARDING BACKFLOW PREVENTION DEVICES**

Recitals:

- A. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B. Upon review, the staff determined that amendment to Chapter 13.20 is advisable to correct the following deficiencies: the existing code allows for certain backflow devices that are no longer viable choices for adequate protection of the City Water System; and the current code does not adequately address homeowner responsibility for the backflow devices.
- C. Words ~~lined through~~ are to be deleted and words **in bold** are added.

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

SECTION 1. Chapter 13.20 of the Central Point Municipal Code is amended in part as set forth below.

**13.20.020 Definitions**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“Approved backflow prevention assembly” or “backflow assembly” or “assembly” means an assembly to counteract backpressure or prevent backflow or back siphonage. This assembly must appear on the list of approved assemblies issued by the Oregon Health Division and be as specified in the city’s PWD standards. These assemblies include:

A. Air-Gap. A physical vertical separation between the free-flowing discharge end of a potable water supply piping and/or appurtenance and an open or nonpressure receiving vessel, plumbing fixture or other device. An “approved air-gap separation” shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel, plumbing fixture or other device--in no case less than one inch.

B. Reduced Pressure Principle Backflow Prevention Assembly or Reduced Pressure Principle Assembly or RPBA Assembly or RP. An assembly containing two independently acting, approved check valves together with a hydraulically operated, mechanically independent pressure differential relief valve located between the check valves and at the

same time below the first check valve. The assembly shall include properly located test cocks and tightly closing shut-off valves at the inlet and outlet ends of the assembly.

C. Reduced Pressure Principle Detector Backflow Prevention Assembly or Reduced Pressure Detector or RPDA. An assembly composed of a line-size approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle backflow prevention assembly. The meter shall register accurately in cubic feet or gallonage for very low rates of flow.

D. Double Check Valve Backflow Prevention Assembly DCVA or Double Check Valve Assembly or Double Check or DCA. An assembly which consists of two independently operating check valves which are spring-loaded or weighted. The assembly comes complete with a shut-off valve on each side of the check valves, as well as test cocks to test the check valves for tightness.

E. Double Check Detector Backflow Prevention Assembly or Double Check Detector Assembly or DCDA. An assembly composed of a line-size approved double check assembly with a bypass containing a specific water meter and an approved double check valve assembly. The meter shall register accurately in cubic feet or gallonage for very low rates of flow.

F. Pressure Vacuum Breaker Backflow Prevention Assembly PVBA or Pressure Vacuum Breaker or PVB. An assembly which provides protection against back siphonage, but does not provide adequate protection against backpressure backflow. The assembly is a combination of a single check valve with an air inlet valve, which can be used with downstream shut-off valves. In addition, the assembly has suction and discharge shut-off valves and test cocks which allows the full testing of the assembly. **PVBA or PVB are not allowed for new residential construction.**

“Auxiliary water supply” means any water source other than the city’s water system, including, but not limited to, domestic water wells and irrigation water sources.

“Backflow” means the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the city’s water system.

“Backpressure” means any elevation of pressure in the downstream piping system above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow and the introduction of fluids, mixtures or substances from any source other than the intended source.

“Back siphonage” means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by a sudden reduction of pressure in the potable water supply system.

“BPA” means any backflow prevention assembly approved by the city.

“City” means the city of Central Point, Oregon, or its designee.

“City water system” means the system for providing piped water for human consumption to the public (“potable”), owned and operated by the city.

“Contamination” means the entry or presence in a public water supply system of any substance which may be harmful to health or the quality of the water.

“Cross-connection” means any unprotected actual or potential (direct or indirect) connection or physical arrangement through which it is possible to introduce into any part of the drinking water system any liquid or substance other than the intended unused potable water, by backflow, backpressure, or back siphonage.

“Degree of hazard” means the low or high hazard classification that shall be attached to all actual or potential cross-connections.

A. High Hazard. The classification assigned to an actual or potential cross-connection where a substance which, if allowed to backflow into the city water system, could cause illness or death.

B. Low Hazard. The classification assigned to an actual or potential cross-connection that could allow a substance which, if allowed to backflow into the city water system, would be objectionable but not a hazard to human health.

“Mobile units” means any mobile equipment that uses water obtained through the city water system. Mobile units include, but are not limited to, carpet-cleaning vehicles or machines, water-hauling vehicles, street-cleaning vehicles or machines that use water, pressure washers, portable toilet-hauling and water-service vehicles, and septic tank-cleaning and hauling vehicles that use water.

“Point-of-use isolation” means the appropriate backflow prevention within the consumer’s water system at the point where the actual or potential cross-connection exists.

“Premises” means any property to which water service is provided, including but not limited to all residential, commercial, or industrial improvements; hospitals; clinics; parks; recreational sites; and any other land improvement that is served by the city water system.

“Premises isolation” means the appropriate backflow prevention assembly installed at the point of service connection between the city water system and the customer’s water system, or other approved installation point.

“Public works department (PWD)” means the department of the city responsible for operation and maintenance of the city water system.

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“PWD standards” means the standard specifications and details of the city’s public works department.

“Representative of the city” means any person designated by the city to perform cross-connection control duties that shall include, but are not limited to, testing, cross-connection inspections and water-use surveys.

“Residential use” means and includes, but is not limited to, single-family or multifamily dwellings, manufactured housing, and apartments where the individual units are each on a separate meter; or where two or more units are served by one meter.

“Service connection” means the portion of the water system that conveys water from the distribution main to the outlet side of the city’s meter.

“Tester” means a person certified as an OHD backflow prevention assembly tester who is registered with and approved by the city to perform the required testing, maintenance, repair, and replacement of the assembly.

### **13.20.050 Installation Requirements.**

The following minimum requirements shall apply to the installation of BPAs:

- A. A BPA installer must obtain the required plumbing permits and any other permit required by the city; be licensed by the state for the installation of BPAs; have a valid city business license; and have the installation inspected by the city.
- B. No part of a BPA shall be submerged in water or installed in a location subject to flooding, without the approval of the city public works department.
- C. All BPAs are required to have brass or plastic threaded pipe plugs installed in all test cocks. Galvanized plugs in test cocks are not allowed.
- D. BPAs which are installed to isolate premises from the city water system shall be installed on the downstream side of the meter at or near the property line, or be installed immediately inside the building being served; but in any case must be installed before the first branch line. BPAs that are installed or located within city’s rights-of-way are the responsibility of the property owner.
- E. All vertical installations of BPAs must be as expressly approved by the city.
- F. The BPA shall be installed in accordance with city PWD standards and the specifications, requirements, and recommendations of the BPA’s manufacturer.
- G. All BPAs shall be available for inspection, as a minimum, during the hours of eight a.m. to five p.m., Monday through Friday, or as otherwise required and approved by the city.

H. BPAs installed inside a building, five feet or more above the floor, shall be equipped with a rigid and permanently-installed platform with railing acceptable to the city. This installation shall also meet the requirements established by the U.S. Occupational Safety and Health Administration and the State of Oregon Occupational Safety and Health Codes.

I. All facilities that require continuous uninterrupted water service, and are required to have a BPA, shall make provisions for the parallel installation of BPAs so that testing, repair, maintenance, or replacement can be performed on one of the two BPAs, while still providing minimum flow requirements with only one of the two service lines in operation.

J. In the event a point-of-use BPA has not had the testing or repair work as required by this chapter, a premises isolation BPA or approved air-gap may be required.

K. Upon completion of any BPA installation, the city shall be notified by the property owner. The city will then conduct an inspection. If the installation is approved by the city, the property owner shall have the BPA tested by an authorized tester. Test results shall be provided by the property owner or tester to the city.

L. All BPAs must be registered with the city. Registration shall consist of address and physical location of BPA; date of installation; manufacturer’s name, model, type, size, and serial number; and a copy of the initial test report.

M. Bypass lines (that are not an integral part of the BPA) are prohibited. Pipe fittings which could be used for connecting bypass lines shall not be installed.

N. BPA information nameplate and serial number must be attached to the BPA, be readily visible, and be designed to be permanent and resilient to environmental conditions.

O. Pressure vacuum breaker BPAs may be utilized only in single-zone irrigation systems.

P. BPAs shall be sized to provide an adequate supply of water and pressure for the premises being served. Consult manufacturer’s specifications for specific performance data such as flow characteristics.

**Q. New Residential Construction are not allowed to install a PVBA or a PVA backflow assembly.**

Variances from these specifications will be evaluated by the city manager or his designee on a case-by-case basis. Any variances must have prior written approval by the city.

**13.20.080 Existing Assemblies.**

**Backflow Prevention assemblies installed before the effective date of these Rules which were approved at the time they were installed but are not on the current list of approved assemblies maintained by the State of Oregon Department of Human Services, shall be permitted to remain in service provided they are property**

**maintained, are commensurate with the degree of hazard, tested at least annually, and perform satisfactorily. When assemblies of this type are moved, or require more than minimum maintenance, or are on services that are modified, changed in size or remodel, they shall be replaced with assemblies on the current State of Oregon Department of Human Services list of approved assemblies.**

**13.20.250 Property Owner Responsibility**

**A. It shall be the responsibility of the owner of the property served to provide and keep required backflow prevention assemblies in good working condition at all times. It shall also be the responsibility of the owner of the property at any premise where backflow prevention assemblies are installed to have all assemblies tested at least once a year by a certified backflow assembly tester approved by the City as a competent backflow assembly tester.**

**Backflow Prevention Assemblies shall be repaired, overhauled or replaced promptly at the expense of the owner of the property whenever they are found to be defective. Non-compliance may cause water service to be denied or discontinued.**

SECTION 2. 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 (i.e. Recitals A-C) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 3. 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 \_\_\_\_\_ 2022.

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

ATTEST:

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





## City of Central Point Staff Report to Council

### ISSUE SUMMARY

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<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Attorney
<b>FROM:</b>	Sydnee Dreyer, City Attorney		
<b>MEETING DATE:</b>	January 13, 2022		
<b>SUBJECT:</b>	Resolution Ratifying Opioid Settlement Agreements		
<b>ACTION REQUIRED:</b>	Motion Resolution	<b>RECOMMENDATION:</b>	Approval

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#### BACKGROUND INFORMATION:

The state of Oregon entered into settlement agreements with Distributors McKesson, Cardinal Health and AmerisourceBergen and J&J as of July 21, 2021 regarding the opioid litigation. Pursuant to those agreements, the state is to receive 45% of settlement proceeds and participating subdivisions, including the City of Central Point are to share in 55% of the settlement proceeds.

The state's share of the proceeds are to be deposited into a Prevention, Treatment and Recovery Fund to be used solely for approved abatement purposes.

The participating subdivisions' shares, including the City, must also be used for specified abatement purposes. The City's share will be paid directly to the County unless the City notifies the Settlement Fund Administrator that it requests direct payment of the proceeds. Given the restrictions on the use of the funds, it is likely that the City will not seek direct payment. However, 15% of the funds appear to have more broad permissible uses, and as such, if the City determines in the future that it desires to receive a portion of those funds directly, it may be able to do so either through application to the fund administrator or via an agreement with the County.

The proposed participation agreements and distribution agreements were sent to the City and other participating subdivisions right before the holiday, with a deadline to sign by January 2, 2021. As such, the City Attorney proceeded with execution of the agreements, subject to Council ratification of same, as have many other jurisdictions given time constraints.

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#### FINANCIAL ANALYSIS:

The settlement agreements will have no cost to the City.

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#### LEGAL ANALYSIS:

The subject agreements enable the City to receive its share of the settlement proceeds, albeit

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through administration by the County, and releases claims against the distributors and J&J.

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**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

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**STAFF RECOMMENDATION:**

Approve resolution.

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**RECOMMENDED MOTION:**

I move to approve Resolution No. \_\_\_\_\_ a Resolution of the City of Central point ratifying the agreements to settle actions relating to the opioid crisis.

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**ATTACHMENTS:**

1. RESO Ratifying Opioid Settlement Agreements

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

**A RESOLUTION OF THE CITY OF CENTRAL POINT  
RATIFYING THE AGREEMENTS TO SETTLE ACTIONS RELATING TO THE  
OPIOID CRISIS**

**RECITALS:**

- A. WHEREAS, the state of Oregon, along with many other states and local jurisdictions have worked to reach settlement agreements with opioid distributors and J&J in pending litigation against several defendants, including manufacturers of opioids, distributors of opioids and chain pharmacies. The City of Central Point, like all municipalities in Oregon except Portland, is not a direct party to this litigation, but is a “non-litigating entity” who is necessary to support the settlement agreements with the “Distributors” (McKesson, Cardinal Health and AmerisourceBergen) and “J&J”;
- B. WHEREAS, the agreements proposed with the state of Oregon propose an allocation for the City of Central Point without any action by the City except to approve the agreements. The City’s share will be paid to Jackson County unless the City advises the Settlement Fund Administrator that it requests direct payment at least 60-days prior to a payment date;
- C. WHEREAS, in order to fully capture the monies due and owing pursuant to the settlement agreements, the City was required to execute the Distributor Agreement and J&J Agreement by January 1, 2022; and
- D. WHEREAS, given time constraints, the City Attorney executed said agreements on behalf of the City which requires ratification by the Council.

**The City of Central Point resolves as follows:**

**Section 1.** The Central Point City Council does hereby ratify and approve the Distributor Participation Agreement and the J&J Participation Agreement executed by the City Attorney on December 29, 2021.

**Section 2.** The Central Point City Council does hereby ratify and approve the Distributor Subdivision Agreement Regarding Distribution and Use of Settlement

Resolution No. \_\_\_\_\_; January 13, 2022

Attachment: RESO Ratifying Opioid Settlement Agreements (1495 : Resolution Ratifying Opioid Settlement Agreements)

Funds and the J&J Subdivision Agreement Regarding Distribution and Use of Settlement Funds executed by the City Attorney on December 29, 2021.

**Section 3.** This Resolution shall take effect immediately from and after its passage and approval.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of January 2022.

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

ATTEST:

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

Resolution No. \_\_\_\_\_ January 13, 2022

Attachment: RESO Ratifying Opioid Settlement Agreements (1495 : Resolution Ratifying Opioid Settlement Agreements)



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

**TO:** City Council **DEPARTMENT:** Community Development

**FROM:** Stephanie Holtey, Planning Director

**MEETING DATE:** January 13, 2022

**SUBJECT:** Consideration of a Resolution of Intent to Annex three (3) properties along the Bear Creek Greenway for wildfire prevention and parks and recreation use. The subject properties total 7.45 and are identified on the Jackson County Assessor's Map as 3702W11A-TL102 and 28100, and 3702W12B-TL501.

**ACTION REQUIRED:** Resolution **RECOMMENDATION:** Approval

#### BACKGROUND INFORMATION:

The September 2019 wildfire along the Bear Creek Greenway posed a significant risk to the entire community. Although the Bear Creek Greenway is within the City's Urban Growth Boundary and adjacent to developed city lands, at the time of the fires most of the affected area was owned by Jackson County and the City of Medford. Following the fires, the City started working with Jackson County and the City of Medford to transfer ownership of the Greenway properties to the City as part of a larger plan to mitigate fire risk and create a parks and recreation amenity for the community. To fund the design and construction projects and implement more standardized maintenance, it is necessary the properties must be in the city limits. City records indicate that three (3) may already be in the city limits and three (3) will need to be annexed (Attachment "A").

On January 4, 2022, the City closed on the transfer of properties owned by Jackson County. The transfer of Medford properties is in progress and is anticipated to close within the first quarter of 2022. At this time, staff is requesting Council's authorization to prepare the annexation documents and initiate the application as necessary to expedite the annexation process once all of the affected Bear Creek Greenway properties are under City ownership. Enclosed is a Resolution of Intent that can be adopted to start the process (Attachment "B").

#### FINANCIAL ANALYSIS:

Preparation of the annexation documents and application will include a map of survey and legal description, as well as in kind staff expenses associated with the annexation application preparation processing. The total estimated cost of professional land survey work is \$5,000, which is being paid for by the Bear Creek Greenway Maintenance Fund in the Parks & Public Works Department budget. Due to the benefit of this project citywide, staff is proposing the Council waive the Planning application fee in accordance with CPMC 1.20.060.

**LEGAL ANALYSIS:**

In accordance with Oregon Revised Statute (ORS) 222.111(1-2), the City may annex land that is within the Urban Growth Boundary and is contiguous to the city limits or separated from it only by a public right-of-way, stream or other water body. The annexation may be initiated by the City Council by its own motion or by a petition by owners of real property within the area to be annexed. In this case, the City Council is considering a Resolution of Intent to initiate the application on its own motion. The application proceedings will not commence until all real property in the area being considered is owned by the City.

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

Initiating the annexation process to include city-owned lands is directly tied to Strategic Plan goals and strategies related to Responsible Governance and Community Investment

Responsible Governance, Goal 6 is to “Prepare as a resilient city with the capabilities required across the whole community to prevent, protect against, mitigate, respond to and recover from the threats and hazards that pose the greatest risk.” The proposed annexation aims to mitigate wildfire risk through standardized maintenance of vegetation and development of active and passive recreation areas in lieu of overgrown noxious weeds that fuel fire and obscure behaviors conducive to fire.

Community Investment, Goal 2, Strategy 5 is to “Plan, design, build and maintain a comprehensive system of sustainable facilities, trails, and park spaces, (setting the highest standards) to provide attractive places people will use and enjoy. Acquire additional lands for active and passive recreation use based on current deficiencies and public demands created by increasing population or the environmental and recreational significance of the area. (Be mindful of the budget and plan trail locations.” Initiating the annexation proceedings along the Greenway recognizes the intersection of the opportunity to provide comprehensive and sustainable active and passive recreation amenities while reducing wildfire risk, and protecting environmentally significant Bear Creek riparian and wetland areas.

In addition to the above goals and strategies, it is worth noting that the proposed annexation and subsequent planning efforts for the Greenway generally protect the City’s existing investments, our economy and the culture we enjoy. Wildfire threatened all of these in September, 2019.

**STAFF RECOMMENDATION:**

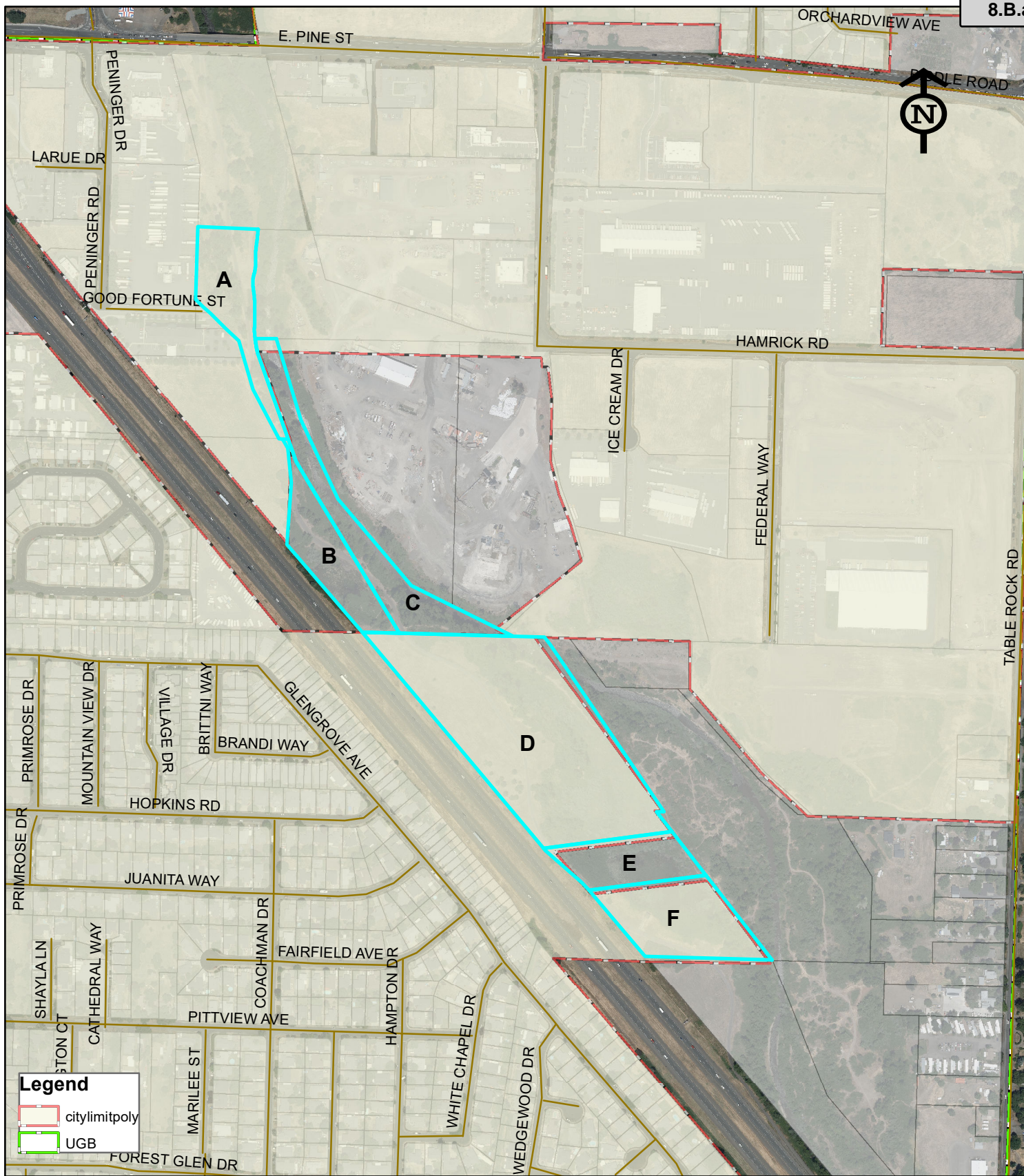
Approve the Resolution of Intent to annex the city-owned properties along the Bear Creek Greenway.

**RECOMMENDED MOTION:**

I move to approve Resolution No. \_\_\_\_\_, a Resolution Declaring the City Council’s Intent to Annex City-owned Properties along the Bear Creek Greenway.

**ATTACHMENTS:**

1. Attachment "A" - Bear Creek Greenway Properties and City Limits Map
2. Attachment "B" - Resolution of Intent to Annex City-owned Bear Creek Greenway Properties



Attachment "A" - Bear Creek Greenway Properties and City Limits Map (1498 : Resolution of Intent to Annex Greenway Properties)



## Bear Creek Greenway Property Exchange Areas Under Consideration for Annexation

Property & City Limits Location Map

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

A RESOLUTION DECLARING THE CITY COUNCIL’S INTENT TO ANNEX CITY-OWNED PROPERTIES ALONG THE BEAR CREEK GREENWAY, INCLUDING 372W11A-TL 102 and 28100, and 272W12B-TL501.

RECITALS:

A. ORS 222.111 provides that a legislative body, by its own motion, may initiate proceedings to annex that is contiguous to the city limits or is separated by only public right-of-way, a stream other body of water when the annexation is approved in the manner provided in the City Charter or by ORS 222.111 to 222.180;

B. The properties being considered for future annexation are within the Central Point Urban Growth Boundary, are contiguous to the city limits and in the process of being transferred to ownership by the City of Central Point;

C. The areas under consideration for future annexation are subject to wildfire hazards, which can be mitigated through standardized maintenance and future urban park and recreation development; and,

D. The City of Central Point City Council deems that the public necessity and convenience and general welfare requires such an annexation to facilitate those wildfire mitigation actions.

The City of Central Point resolves:

**Section 1.** It is the intention of the City Council to annex properties within the Urban Growth Boundary along the Bear Creek Greenway into the City of Central Point as illustrated in Exhibit “A”, which is attached hereto by reference and incorporated herein.

**Section 2.** The Council directs the City Manager to pursue annexation of said properties in accordance with Oregon Revised Statute 222.111 and 222.125, Annexation by consent of all landowners and majority of electors, when the properties are owned by the City of Central Point.

Passed by the Council and signed by me in authentication of its passage this 13th day of January, 2022

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

ATTEST:

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

Attachment: Attachment "B" - Resolution of Intent to Annex City-owned Bear Creek Greenway Properties (1498 : Resolution of Intent to Annex