

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

City Council

Mayor
Hank Williams

Ward I
Bruce Dingler

Ward II
Michael Quilty

Ward III
Brandon Thueson

Ward IV
Taneea Browning

At Large
Allen Broderick
Rob Hernandez

Administration
Chris Clayton, City
Manager
Deanna Casey, City
Recorder

**Community
Development**
Tom Humphrey,
Director

Finance
Steven Weber,
Director

Human Resources
Elizabeth Simas,
Director

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

Police
Kris Allison Chief

**CITY OF CENTRAL POINT
City Council Meeting Agenda
January 12, 2017**

Next Res. 1483
Next Ord. 2031

i. OATH OF OFFICE – 7:00 P.M.

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. CONSENT AGENDA

Page 2 - 9	A. Approval of December 8, 2016 Council Minutes
10 - 11	B. Approval of Committee Reappointments for 2017
12 - 13	C. Approval of Child Trafficking Awareness Proclamation

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. BUSINESS

-- -- --	A. Council President Appointment (Mayor)
15 - 17	B. Council Representation Appointments (Mayor)
19 - 40	C. New Committee/Commission Appointments (Williams)
42 - 47	D. Audit Presentation (Weber)
49	E. Planning Commission Report (Humphrey)
51 - 52	F. Sidewalk Replacement Assistance Program (Samitore)

VIII. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS

54 - 71	A. Resolution No. _____, A Resolution Adopting the 2017 Rules of the City Council and Code of Ethics (Clayton)
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- 73 - 75 B. Resolution No. _____, A Resolution Declaring the City Council's Intent to Initiate an Amendment to the Central Point Municipal code Chapter 17, Zoning to Clarify the Administration of Current Policies and Standards (Humphrey)
- 77 - 115 C. Resolution No. _____, A Resolution Recommending Adoption of an Agreement Between the City of Central Point and the Central Point Chamber of Commerce for Contract Operations of the City's Visitor Information Center (Clayton)
- 117 - 160 D. Public Hearing/First Reading of an Ordinance Amending the Land Use Element (Text and Maps) of the Central Point Comprehensive Plan to Update the Commercial Land Use Section that Document Actions Taken in the Past Allow a Wider Range of Employment Uses and Facilitate Greater Job Creation in Central Point (Humphrey)
- 162 - 181 E. Public Hearing/First Reading of an Ordinance an Ordinance Amending the Central Point Zoning Map on Tax Lot 802 of 37S2W01C (4.87 Acres) From C-4, Tourist and Office Professional to C-5, Thoroughfare Commercial Zoning (Humphrey)

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

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 at: 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

Consent Agenda

**CITY OF CENTRAL POINT
City Council Meeting Minutes
December 8, 2016**

I. REGULAR MEETING CALLED TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL: Mayor: Hank Williams
Council Members: Allen Broderick, Bruce Dingler, Brandon Thueson, Taneea Browning, Rick Samuelson, and Mike Quilty were present.

City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Planning Manager Don Burt; Community Planner Stephanie Holtey; Parks and Public Works Director Matt Samitore; IT Director Jason Richmond; and City Recorder Deanna Casey were also present.

IV. PUBLIC APPEARANCES - None

V. SPECIAL PRESENTATION

- Recognition of Charles Piland for his 35 years of service on the Planning Commission.
- Recognition of Rick Samuelson Jr. for his 4 years of service on the City Council.

V. CONSENT AGENDA

- A. Approval of November 10, 2016 City Council Minutes

Allen Broderick moved to approve the Consent Agenda as presented. Taneea Browning seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Taneea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

VI. ITEMS REMOVED FROM CONSENT AGENDA - None

VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. Resolution No. 1480, A Resolution Canvassing the Votes Cast at the General Election held November 8, 2016**

City Manager Chris Clayton explained that the proposed resolution is required by the City Charter to certify the election results after every election. The resolution

specifies who won the election for each position and the final tally for the three measures presented to the voters of Central Point.

The 2016 election results, certified by the Jackson County Clerk and canvassed and ratified by the City Council by resolution, it is hereby found, determined and declared that the following are the official results of the general election held on November 8, 2016.

APPROVED: Measure 15-146: shall city of central point prohibit recreational marijuana producers, processors, wholesalers and retailers in city limits.

APPROVED: Measure 15-147: shall city of central point prohibit medical marijuana processors and medical marijuana dispensaries in city limits.

APPROVED: Measure 15-148: shall city of central point impose a three percent tax on the sale of marijuana items by a marijuana retailer.

COUNCIL WARD IV Tanea Browning

COUNCIL MEMBER AT-LARGE Allen Broderick
Rob Hernandez

MAYOR OF CENTRAL POINT Hank Williams

Mike Quilty moved to approve Resolution No. 1480, A Resolution Canvassing the Votes Cast at the General Election held November 8, 2016. Brandon Thueson seconded. Roll call: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

B. Ordinance No. 2030, Updating and Adopting the Central Point Comprehensive Plan Population and Demographics Element (2016-2036)

City Attorney Sidney Dreyer explained that this is the second reading of an Ordinance updating and adopting the Central Point Comprehensive Plan Population and Demographics Element 2016-2036. There were no changes recommended at the first reading of the Ordinance. This is one of the steps needed to update the Central Point Housing Element which will then allow the City to expand the Urban Growth Boundary.

Rick Samuelson moved to approve Ordinance No. 2030, Updating and Adopting the Central Point Comprehensive Plan Population and Demographics Element (2016-2036). Tanea Browning seconded. Roll call: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

C. Resolution No. 1481, Authorizing Staff to Seek Debt Financing that will refinance the City's Water Reservoir Loan and Finance the East Pine Streetscape Project

Finance Director Steven Weber explained that while reviewing potential savings on a refinance of the City's water reservoir loan, discussions turned to financing the Development Commission's East Pine Streetscape project. If the Development Commission financed the project on its own, it would be limited to a debt capacity and at interest rates between 4.5% and 5%. However there is the opportunity to "piggy back" with the refinancing of the City's water reservoir loan which would provide more funds towards the project while taking advantage of the lower interest rates.

The proposed resolution directs staff to continue reviewing the options available for both financing options. Once the structure of the financing has been determined a resolution authorizing that particular debt issuance and an intergovernmental agreement between the City and the Development Commission will be presented to the City Council in January.

There was discussion that even if the City does not want to finance the Pine Streetscape with this option it would be a good idea to refinance the reservoir.

Mike Quilty approved Resolution No. 1481, Authorizing Staff to Seek Debt Financing that will refinance the City's Water Reservoir Loan and Finance the East Pine Streetscape Project. Brandon Thueson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

D. Resolution No. 1482, Allowing a Budget Increase Pursuant to ORS 294.471(1)(a), Providing for the Receipt and Expenditure of Unanticipated Revenues in the 2015/2017 Budget

Mr. Weber explained that the Police Department received \$15,000 in asset forfeiture funds through their work with Medford Area Drug and Gang Enforcement (MADGE). These funds were not anticipated when the 2015/2017 budget was adopted. The Department would like to use the proceeds to start a narcotics K-9 program in Central Point. The proposed resolution meets the requirements of ORS 294.471 (1)(a).

Allen Broderick moved to approve Resolution No. 1482, Allowing a Budget Increase Pursuant to ORS 294.471(1)(a), Providing for the Receipt and Expenditure of Unanticipated Revenues in the 2015/2017 Budget. Tanea Browning seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

VIII. BUSINESS

A. Planning Commission Report

Planning Manager Don Burt presented the Planning Commission Report for December 6, 2016:

- The Planning Commission considered approval of a Type IV Legislative Comprehensive Plan Amendment to Update the Land use Element and to modify the Central Point Comprehensive Plan Map from Tourist and Office Professional to Thoroughfare Commercial at 4901 Biddle Road. After receiving public testimony, the Commission voted unanimously to approve the resolution.
- The Planning Commission held a public hearing to consider approval of a zone change from C-4, Tourist and Office Professional to C-5, Thoroughfare Commercial at 4901 Biddle Road. The Commission considered the rezoning to be consistent with Comprehensive Plan amendments. After receiving testimony, the commission voted unanimously to approve the resolution.
- The Commission held a public hearing to consider a Conditional Use Permit application for a light fabrication use in the proposed C-5, Commercial Thoroughfare zoning district. The applicant is Rogue Valley Microdevices/tail light properties. Staff explained three specific issues with the project including hazardous materials; parking adjustments; and off-street loading berths. After receiving testimony and determining that each of these issues would be satisfied the Commission approved the CUP contingent upon subsequent approval of a plan amendment and zone change.
- The Commission approved a Site Plan and Architectural review of a building to house Rogue Valley Microdevices, Inc. Corporate Headquarters and Light Fabrication Facility. The Commission was introduced to the Site Plan and specifics of the building. They were satisfied that any issues would be taken care of with the final plans. The approval is contingent upon CUP Approval and Comprehensive Plan Amendment and zone change by the City Council.
- The Commission was introduced to a proposed Ordinance regarding appeal of Type II and Type III decisions. The public hearing for this item will be noticed and held in January.

B. Approval of Backflow Inspection Bid

Parks and Public Works Director Matt Samitore explained that there were two bid proposals for the Backflow Inspection program. B-2 Backflow Service from Eagle Point was the low bid with a base charge of \$11.99 and a re-test amount of \$7.00. City customers are billed \$1.00 per month if they have a registered backflow or have an in ground sprinkler system. The proposed bid will be covered by the current program.

There was discussion regarding the types of devices that are acceptable to the city. They can be bought locally. Mr. Samitore explained the process and how many are done on an average per month.

Rick Samuelson moved to award the Backflow Inspection Bid to B-2 Backflow Service from Eagle Point. Mike Quilty seconded. Roll call: Hank

Williams, yes; Bruce Dingler, yes; Taneea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

IX. MAYOR'S REPORT

Mayor Williams reported that:

- He attended the Medford Chamber Forum.
- He attended the Medford Water Commission meetings where they discussed a new rate structure. Central Point rate is going down 2% while Medford City customers will see an 11% increase.
- He was a judge for the Providence Festival of Trees again this year. It is a great event and he enjoys being a judge.
- He attended the Central Point Light Parade and the Community Christmas event. He is pretty sure this was the most attended year. Everyone seemed to be having a good time.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- He will be sending out a letter for review regarding the nomination for Paula Brown to an Oregon State Transportation Commission Nomination. He explained her background and would like feedback from the Council regarding sending the letter to the Governor's office.
- The Intergovernmental Agreement with the State for Exit 33 improvements is ready to be executed. The State has agreed to the language in the agreement regarding the Costco appeal.
- Council Members are all invited to our City Attorney's office for their annual Christmas Party.
- Council Member Mike Quilty had an interview with Charter Local Edition Northwest. He will send a link to the interview on YouTube tomorrow with his weekly report.

XI. COUNCIL REPORTS

Council Member Mike Quilty reported that:

- He was invited by Charter Local Edition Northwest to talk about local transportation issues. It was a pretty good interview and would do it again if invited.
- He attended a bi-plane dedication in South Medford memorializing some of the aviation attractions in the valley.
- CMAQ is working on transportation funds for the Rogue Valley.
- The MPO will be meeting on December 22nd regarding alternative measures on how to calculate mileage per person.
- He will be heading North after the meeting tonight to attend additional transportation meetings and keep funding coming to Southern Oregon.

Council Member Brandon Thueson reported that he attended the Bear Creek Greenway meeting; they are close to finishing the master agreement for all the cities. The amount that Central Point pays towards the joint agreement is not expected to change.

Council Member Rick Samuelson reported that:

- He attended the Veterans Day Event in November.
- He attended the Community Christmas; it was well attended by the community.
- He attended an RVCOG meeting. RVCOG is a well-run and good community partner. He hopes that someone will take his place as a council representative. Their Meals on Wheels program is very important to our senior community. We need to continue to support the program.

Council Member Bruce Dingler did not have a report but wanted to thank Council Member Rick Samuelson for his time on the Council and attending the RVCOG meetings.

Council Member Tanea Browning reported that she:

- Attended the Veteran's Day Celebration.
- Attended the Medford Chamber Forum with Mayor Williams.
- Attended a Fire District No. 3 Board meeting.
- Assisted in serving Thanksgiving dinner to the hungry at The Point on Thanksgiving Day.
- Attended the Decorate Downtown on Friday December 2nd where they helped hang garland on some of the businesses.
- Attended the Light Parade and Community Christmas.
- Attended the Crater Foundation Dessert Auction.

Council Member Allen Broderick reported that he attended the Light Parade and Community Christmas. He has also had a problem with a few homeless people sleeping in the bushes around his business at Pine and 4th Streets.

XII. DEPARTMENT REPORTS

Parks and Public Works Director Matt Samitore reported that:

- They have had good feedback regarding the new parade route this year. We have reached our limit on the amount of floats and participants we can have for this parade. It was one of our better attended events of the year.
- We have completed 90% of the required plans for the Twin Creeks Rail Crossing.
- We are applying for a CMAQ grant for Pine Street. This is the second largest grant we have ever applied for.
- We have discovered that a storm pipe was never installed in a 1996 development along Beall Lane. They are concerned because the water is draining into the ground under the sidewalk and streets. There may be a

sink hole under the infrastructure. We will be researching and testing the ground in the area to see how to fix this potential problem.

Police Chief Kris Allison reported that:

- The Parade went well from the Police side, there were no issues reported.
- 1210 Freeman and 523 Cherry are two nuisance properties they have been working with. The Judge has given them extra time to fix issues with the properties.
- Mon Desir has been cleaned up. The old vehicles have been removed and temporary fencing has been installed. Hopefully the property will sell soon and develop.
- Robby Mannenbach and Peter Bildon will be our 2017 DARE Officers. They are in training right now, the program starts in January.

Information Technical Services Director Jason Richmond reported that he took his family to the Community Christmas and they had a great time. Will Hetrick is returning from a three week vacation and he is looking forward to catching up on several projects. He did provide IT Support to Talent last week while their IT person was on vacation.

Finance Director Steven Weber reported that:

- They have had over 100 applications for the budget billing program. Sign up end soon.
- He has been working on the budget calendar and gearing up for the next budget season.
- The judge has issued a judgement on the property at 75 Bush Street. We have a 60 day window before we can move forward on the foreclosure of the property. City liens would take priority over all other liens on the property.

City Attorney Sydney Dreyer reported that we were able to talk with the judge regarding the reoccurrence of issues at 75 Bush Street. He recognizes the need to settle this issue. She updated the Council on the Costco process. The next step will be a review of documents only, they will not be accepting any further testimony.

XIII. EXECUTIVE SESSION

Mike Quilty moved to adjourn to Executive Session under ORS 192.660 (2)(i) Employee Evaluations. Brandon Thueson seconded. All said aye and the meeting was adjourned into executive session at 7:52 pm.

The Council returned to regular session at 8:50 pm.

Mike Quilty moved for Mayor Williams to work with the Human Resources Director to tighten up language in the Managers Contract and execute as discussed in Executive Session. Brandon Thueson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes;

Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

XIV. ADJOURNMENT

Brandon Thueson moved to adjourn, Rick Samuelson seconded, all said "aye" and the Council Meeting was adjourned at 8:54 p.m.

The foregoing minutes of the December 8, 2016, Council meeting were approved by the City Council at its meeting of January 12, 2017.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Staff Report



Administration Department

Christopher Clayton, City Manager

Deanna Casey, City Recorder

TO: Mayor and City Council
FROM: City Manager Chris Clayton
City Recorder Deanna Casey
SUBJECT: Reappointments to Committee and Commissions
DATE: January 12, 2017

It is time to reappoint members and a chairperson for various committees. This consent agenda item is for reappointments only.

Planning Commission

The term for Elizabeth Powell, and Mike Oliver expired December 31, 2016. Staff has received word from both Mrs. Powell and Mr. Oliver that they would like to remain on the Planning Commission.

Chuck Piland has resigned from the Commission with one year left on his term expiring December 31, 2017.

Rob Hernandez was elected to the City Council with a term ending December 31, 2017.

There are currently two vacancies on the Planning Commission that need to be filled.

Current members are: Tom Van Voorhees Mike Oliver Elizabeth Powell
Craig Nelson Sr. Kay Harrison

Staff recommends reappointment of Elizabeth Power to Position 6 and Mike Oliver to Position 1 as Planning Commission Chair with expiration dates of December 31, 2020.

Park and Recreation Commission

There are no expiring terms or vacancies on the Parks and Recreation Commission at this time.

Current members are: Patricia Alvarez John Beck Dennis Browning
Mark Ludwiczak Neil Olsen Lee Orr
Carl Orndoff

Staff recommends reappointment of Mark Ludwiczak as Chair.

Multicultural Committee

There are no expiring terms on the Multicultural Committee at this time. Amy Sweet is the current Chair Person.

Current members are: Amy Sweet Christina Garrett Dolores Cadwllader
 Rita Copado Fran Cordeiro-Settell Kieth Stone

Staff recommends reappointment of Amy Sweet as Chairperson.

Budget Committee

The term for Bill Walton and Bill Stults expired December 31, 2016. Staff has spoken with both Mr. Walton and Mr. Stults and they have both indicated that they would like to remain on the Budget Committee.

Current members are:

Council: Mayor Williams Allen Broderick Taneea Browning
 Mike Quilty Rob Hernandez Brandon Thueson
 Bruce Dinger

Citizen Members: Bill Walton Bill Stults Karen Huckins
 Chris Richey

Staff recommends reappointment of Bill Stults and Bill Walton with terms expiring December 31, 2020.

ACTION:

Approve the Consent Agenda and accept staff recommendations for reappointments of committee members and Chair appointments.



Congress of the United States
House of Representatives

January 14, 2014

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Mr. Caleb LaPlante
ACT Southern Oregon
405 NE 6th Street
Grants Pass, OR 97526

Mrs. Rebecca Bender
Rebecca Bender Ministries
Grants Pass, OR 97526

Dear Rebecca and Caleb:

Congratulations on your efforts to bring attention to the hidden threat of human trafficking in southern Oregon and working with Jackson and Josephine Counties in proclaiming January 2014 as Child Trafficking Awareness Month.

Throughout January, communities around the country will mark National Slavery and Human Trafficking Awareness Month with activities to prevent the coercion, predation and exploitation of women, men and, especially, children by education and promoting practical community engagement in order to end the tragedy of trafficking.

As you well know, human trafficking victims come from anywhere in society. It is estimated that there are more than 100,000 children in the sex trade in the United States each year. In the first six months of 2013 alone, 140 calls and 23 cases of potential trafficking were reported in Oregon. These numbers show that this is more than a simple law enforcement matter; it is a human rights abuse epidemic.

Through the efforts of organizations, advocates and survivors like you, I am confident that these victims can overcome the horrors and stigma of their plight and their communities can gain a greater awareness of the magnitude of this issue.

Thank you again for all that you do to help bring an end to human trafficking and heal the lives of those affected by it. It is an honor to represent you in Congress.

Sincerely,

Greg Walden
Member of Congress

Child Trafficking Awareness Proclamation

WHEREAS, Hundreds of thousands of underage girls and boys living in the United states, and vastly greater numbers more abroad, suffer in silence under the intolerable yoke of modern slavery; and

WHEREAS, The great majority of men and women over the age of 18 were first trafficked as minors; and

WHEREAS, the victims of this scourge of modern day slavery lose not only their freedom, but also their dignity, families, emotional and psychological health—and too often their lives; and

WHEREAS, We stand with all those who are held in compelled service; we recognize the people, organizations, and government entities that are working to combat child trafficking; and we recommit to bringing an end to this inexcusable human rights abuse; and

WHEREAS, The steadfast defense of human rights is an essential part of our national identity, and as long as children suffer the violence of sexual and forced-labor slavery, we must continue the fight; and

WHEREAS The President of the United States has declared January each year as National Slavery and Human Trafficking Prevention Month, so we also add our support to this important initiative.

NOW THEREFORE, Be It Resolved, I, Hank Williams, Mayor of Central Point, do hereby proclaim the month of January 2017, to be

“Child Trafficking Awareness Month”

And call upon citizens to recognize the vital role we can play in ending modern slavery and to observe this month with appropriate programs and activities.

IN WITNESS WHEREOF, I hereby set my hand this _____, day of January, 2017.

Mayor Hank Williams
City of Central Point

Business

Council Representation Appointments



ADMINISTRATION DEPARTMENT

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STAFF REPORT

January 12, 2017

AGENDA ITEM: Briefing, Discussion and Adoption of city council assignments to local boards, commissions, and committees

STAFF SOURCE:

Chris Clayton, City Manager
Deanna Casey, City Recorder

BACKGROUND/SYNOPSIS:

With a newly seated city council it is time to formalize committee, commission and board assignments for the upcoming year. There are a few assignments that need to be filled and this is also a chance for Council Members to change their preferences regarding who they will be representing.

Each of these assignments represents an important opportunity for the City of Central Point Council to exert influence and maintain relations with regional agencies and partners.

ATTACHMENTS:

1. Council assignment/liaison list.

RECOMMENDATION:

1. Council discussion and adoption of board, commission and committee assignments for calendar year 2017.

PUBLIC HEARING REQUIRED:

No Public Hearing is required for a Council Appointments.

SUGGESTED MOTION:

I move to approve the 2017 city council committee, commission and board assignments as discussed.

City Council Representatives
Boards, Commissions, Committees, Foundations

1. **Central Point Citizens Advisory Committee**, Bruce Dinger
6:30 p.m. 2nd Tuesday - January, April, July, October (Subject to Change) Contact: Tom Humphrey 541-423-1025
2. **Parks and Recreation Commission**, Allen Broderick,
Quarterly, Council Chambers
Contact: Jennifer Boardman 541-423-1042
3. **Parks and Recreation Foundation**, Allen Broderick
Meetings vary Contact: Jennifer Boardman 541-423-1042
4. **Multicultural Committee**, Tanea Browning
2nd Monday Quarterly at 6:30 pm, Council Chambers
Contact: Deanna Casey 541-423-1026
5. **RVCOG Board of Directors Meetings**, [REDACTED]
4th Weds, monthly, 11:45 a.m.
Contact: 664-6676 ext. 202
6. **Bear Creek Greenway Committee**, Brandon Thueson, Jennifer Boardman
Meetings vary.
Contact: Jenna Stanke 774-6231, stankeJS@jacksoncounty.org
7. **Jackson County Expo Board**, Mayor Williams
3rd Tuesday each month, 6:00 p.m. Fair Board Room
Contact: Helen Funk, 541-774-8270
8. **So. Oregon Regional Econ. Dev. Inc. (SOREDI)**, Allen Broderick
1st Tuesday each month, 3:30 alternating between Medford and G.P
Contact: Angie 773-8946
9. **School District No. 6 Board Meeting**, Brandon Thueson
2nd and 4th Tuesday of each month, 7:30 p.m. Location varies
Contact: Robin 541-494-6200
10. **Medford Water Commission**, Hank Williams
1st and 3rd Wednesday each month, 12:30 p.m. Lausman Annex.
Contact: Medford Water Commission 774-2430
11. **Regional Problem Solving Committee**, Chris Clayton, Hank Williams
1st Tuesday each month, 7:30 a.m. RVCOG
Contact: Sandi 541-423-1334

12. **Transportation Advocacy Committee (TRADCO)**, Mike Quilty
2nd Tuesday each month, 12:00 p.m. Jackson County
Contact: Kim Parducci 774-2100
13. **Metropolitan Planning Organization (RVMPO)**, Mike Quilty, Hank Williams, 4th Tuesday each month, 2:00 p.m. Smullin Center
Contact: Vickie Guarino 541-423-1333
14. **Airport Advisory Committee**, Tom Humphrey
3rd Monday of each month, Noon at Airport Terminal
Contact: Vicki Waltner 541-776-7222
15. **Medford-Ashland Air Quality Maintenance Area**, Mike Quilty, Kay Harrison. Meeting dates and times vary
16. **Rogue Valley Area Commission on Transportation, (RVACT)** Hank Williams representative (Tom Humphrey is Alternate)
2nd Tuesday each month, 9:00 a.m. Location varies
Contact: Pat Foley 541-423-1372
17. **Jackson County Fire District No. 3 Board**, Tanea Browning
3rd Thursday each month, 7:30 p.m. White City Station
Contact: Dan Peterson, 541-826-7100
18. **Visitor Information Center**, Tanea Browning,
2nd Tuesday each month, 12:00 p.m.
Contact: Chamber 664-5301

Not represented at this time:

Regional Sewer Rate Committee, _____
Quarterly on the 2nd Monday of the Month, 12:00 p.m. Avista Utility
Contact: Carl Tappert, 541-779-4144

Rogue Valley Sewer Systems, _Kay Harrison, Planning Commission_____
4th Wednesday each month, 7:30 p.m. 2915 S. Pac Hwy
Contact: Carl Tappert, 541-779-4144

RVTD Board Meetings, _____
last Wednesday of the month 5:30 p.m. at Medford Court House

RVCOG Executive Committee, _____
4th Weds each month, 11:00 a.m. at Avista Utilities Rm B
Contact: 664-6676 ext 202

Business

New Committee/Commission Appointments

Planning Commission

Current Members:

Mike Oliver

Kay Harrison

Thomas VanVoorhees

Elizabeth Powell

Craig Nelson Sr.

Applications:

Sue Mainolfi (Applied last year)

- Would also take appointment to Multicultural Committee

Cameron Noble (Applied last year)

- Also would take appointment to Budget, or CAC

John Whiting (Applied in the past)

Amy Moore



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

January 12, 2017

AGENDA ITEM: Appointment to Planning Commission

STAFF SOURCE:

Deanna Casey, City Recorder

BACKGROUND/SYNOPSIS:

The Planning Commission currently has five members:

Mike Oliver	Tom Van Voorhees	Elizabeth Powell
Craig Nelson Sr.	Kay Harrison	

Mike Oliver is moving to Position 1 as Chair of the Planning Commission and Rob Hernandez has been elected to the City Council. This leaves Positions 4 and 5 vacant with expiration dates of 12/31/2017.

The City has advertised for two months asking for volunteers for various committees. We have received four applications for the Planning Commission.

Cameron Noble – Mr. Noble is a General Manager for American Tractor in Central Point. He has applied for Planning Commission vacancies in the past.

Sue Mainolfi – Mrs. Mainolfi is retired from various Administrative Roles in businesses. She has applied for the Planning Commission vacancies in the past.

John Whiting – Mr. Whiting is the treasurer for the Hidden Grove/Green Valley HOA.

Amy Moore – Mrs. Moore is a realtor and married to a local developer. She is interested in being appointed to the Planning Commission.

ATTACHMENTS:

Four Committee Applications

RECOMMENDATION:

Mayor Williams will make his recommendations at the Council meeting.

PUBLIC HEARING REQUIRED:

No Public Hearing is required for committee appointments.



**APPLICATION FOR APPOINTMENT TO
CITY OF CENTRAL POINT COMMITTEE**

Name: Sue A. Mainolfi Date: 12/01/2016

Address: ██████████ Summer Glen Way

Home Phone: ██████████ Business Phone: NA Cell Phone: ██████████

Fax: NA E-mail: ██████████@██████████.n

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: 1st Choice - Planning Commission, 2nd Choice - Multicultural
(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)

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

- ☐ Budget Committee: Meetings vary in April Annually
- ☐ Citizens Advisory Committee: 2nd Tuesday of every quarter
- ☐ Council Study Sessions: 3rd Monday of each month
- ☒ 2 Multicultural Committee: 2nd Monday of every quarter
- ☒ 1 Planning Commission: 1st Tuesday of each month
- ☐ Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

Employment - Currently retired. Past employment includes: Director of Quality, Westin Kalapaki Beach Resort, Lihue, Kauai, HI; Director of Training - Tokyo Electron America, Austin, TX/Fuchu, Japan; Director of Organization Development, Oneida Indian Nation, Oneida, NY; Implementation Manager/Sales Development, Citigroup, Dallas, TX; Volunteer Unit Manager for United Way - Citigroup; Hawaii Hotel Association Charity Walk Coordinator; Volunteer Consultant for Waiaha Foundation, Hawaiian Cultural Organization.

Community affiliations and activities:

Director - Home Owners Association, The Meadowlands of Maui, Kihei, Maui, HI; Member of the Hawaii Hotel Association; Member - American Society for Quality; Member - Society for Human Resources Management; Leader/Facilitator - Kauai Ecotourism Council; Member - American Society for Training and Development.

Previous City appointments, offices, or activities:

County of Kauai, HI Civil Service Commission - Appointed by Gov. John Waihee; Consultant to the Mayor of Kauai County - Mayor Joann Yukimura; Appointed as a facilitator for the White House Conference on Aging 1990.

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 moved to the City of Central Point at the end of 2014. Our decision to buy a home in Central Point was made based on the community soundness, resources, friendliness and perceived future. I believe my years of experience in business would be an asset to the Planning Commission, as well as the Multicultural Committee. I have experience and success in leadership roles, have led teams of up to 26 people located in multiple places, have managed multi-million dollar budgets and am an accomplished organization development professional and speaker. I am eager to share my skills and life experience as part of this community, as opposed to just "living" here. I believe my skills and experience would translate easily to the commission process, and I can devote time to this opportunity since I am retired from full time employment.

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

Where people live, work, play and the quality of these experiences depends largely upon something people may not always think about - land use planning. I believe it is a civic responsibility for government to help residents, businesses and property owners articulate and achieve a vision for how they want their community to look and function. Land use planning is a prelude to the rise of new buildings, homes, the continuation of farming and the task of protecting property values. I also believe city officials must establish clear short and long range goals and priorities to guide development, revitalization, and preservation, and institute regulations to govern decision making for the future good of our community.

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

I was a task force member on the County of Kauai Vision 2000 group who developed a vision for future development for the island of Kauai, HI. This task force brought government, business, and multicultural groups together in a process that resulted in a shared vision that became the underpinning for the future of Kauai development. I also was the facilitator of the Kauai Ecotourism Council who designed and implemented multiple projects for the development of ecotourism on the island of Kauai. This council was composed of businesses, government officials and special interest groups. Its vision was to create activities and events to perpetuate the Hawaiian culture, the appropriate use of resources on the island and impact the economy in a positive way.

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

I do not anticipate any conflicts of interest since I have no business affiliations at this time.

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.

Signature: Sue A. Mainolfi

Date: 12/01/2016



APPLICATION FOR APPOINTMENT TO
CITY OF CENTRAL POINT COMMITTEE

Name: CAMERON NOBLE Date: 12/8/16

Address: [REDACTED] HOLLEY WAY CENTRAL POINT, OR 97502

Home Phone: [REDACTED] Business Phone: [REDACTED] Cell Phone: [REDACTED]

Fax: [REDACTED] E-mail: [REDACTED]

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: CITIZENS ADVISORY COMMITTEE
(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)

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

- ☒ Budget Committee: Meetings vary in April Annually
- ☒ Citizens Advisory Committee: 2nd Tuesday of every quarter
- ☐ Council Study Sessions: 3rd Monday of each month
- ☐ Multicultural Committee: 2nd Monday of every quarter
- ☒ Planning Commission: 1st Tuesday of each month
- ☐ Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

CASENAR MUR, AMERICAN TRACTOR, CENTRAL POINT, OR
ROUSE RIVER HIGH SCHOOL BOY BASKETBALL JV COACH / ASST VARSITY COACH
CENTRAL POINT LITTLE LEAGUE TEE-BALL ASST COACH

Community affiliations and activities:

CENTRAL POINT LITTLE LEAGUE - COACH (TEE-BALL)

Previous City appointments, offices, or activities:

CITY OF SPARKS, NV - VOLUNTEER @ POLICE DEPT.

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.

WOULD LIKE TO BECOME MORE INVOLVED IN THE LOCAL COMMUNITY IN WHICH I LIVE & WORK. WE MOVED TO CP LAST OCTOBER AND I LOOK FORWARD TO BEING A PART OF THIS COMMUNITY FOR MANY YEARS AND HOPE TO MAKE A DIFFERENCE.

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

I BELIEVE SOME MAJOR CONCERNS THAT THIS COMMITTEE SHOULD BE CONCERNED ABOUT ARE THE SAFETY OF RESIDENCES AND ENSURING A SAFE FUN PLACE TO LIVE AND WORK. ALSO ESTABLISHING A GROWTH RATE IN WHICH ALL COMMUNITY ORGANIZATIONS CAN KEEP PACE WITH..., I.E. POLICE, FIRE, SCHOOLS, PARKS, GOV'T SERVICES IN GENERAL, ETC...

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

BEING AN ACTIVE BUSINESSMAN & RESIDENT OF CENTRAL POINT I FEEL I HAVE 2 DIFFERENT PERSPECTIVE VIEWS OF HOW OUR COMMUNITY WORKS AND PLAYS.

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

NONE

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.

Signature: _____

Date: _____

12/8/16

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



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

**APPLICATION FOR APPOINTMENT TO
CITY OF CENTRAL POINT COMMITTEE**

Name: John W. Whiting Date: 15 Nov 2016

Address: XXXXXXX Pheasant Way

Home Phone: XXXXXXX Business Phone: XXXXXXX Cell Phone: XXXXXXX

Fax: XXXXXXX E-mail: [REDACTED]

Are you a registered voter with the State of Oregon? Yes ☒ No ☐

Are you a city resident? Yes ☒ No ☐

Which committee(s) would you like to be appointed to: Planning

(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)

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

- ☐ Budget Committee: Meetings vary in April Annually
- ☐ Citizens Advisory Committee: 2nd Tuesday of every quarter
- ☐ Council Study Sessions: 3rd Monday of each month
- ☐ Multicultural Committee: 2nd Monday of every quarter
- ☒ Planning Commission: 1st Tuesday of each month
- ☐ Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

Electronic Design Engineer with Bechive, Boeing, and Tally.
Volunteer missionary with the Church of Jesus Christ of Latter-day Saints (4 times, 7.5 yrs total). Frequent volunteer at Medford
Community affiliations and activities: Welfare Farm, Bishop's Storehouse, and Medford LDS Temple.
Hidden Grove / Green Valley Homes
Board of Directors (Treasurer)
Previous City appointments, offices, or activities:

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 want to contribute to the community, and believe that my analytical skills and balanced judgement would benefit the planning function.

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

Liveability of the community, jobs and prosperity, and taxes.

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

Raised in old Minneapolis, I've lived in suburban Utah and Seattle, and 3 years in Central Point. I have a variety of friends and acquaintances through the Church and the Remembrance Association.

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

When the Church decides to develop the property on Gehlman near my home I should step aside.

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.

Signature: _____

Date: 19 Nov 2016

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



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

**APPLICATION FOR APPOINTMENT TO
CITY OF CENTRAL POINT COMMITTEE**

Name: Amy Moore Date: 12/11/16

Address: [REDACTED] Grant Road Central Point

Home Phone: _____ Business Phone: [REDACTED] Cell Phone: [REDACTED]

Fax: _____ E-mail: [REDACTED]

Are you a registered voter with the State of Oregon? Yes ☒ No ☐

Are you a city resident? Yes ☐ No ☒

Which committee(s) would you like to be appointed to: _____

(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)

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

- ☐ Budget Committee: Meetings vary in April Annually
- ☐ Citizens Advisory Committee: 2nd Tuesday of every quarter
- ☐ Council Study Sessions: 3rd Monday of each month
- ☐ Multicultural Committee: 2nd Monday of every quarter
- ☒ Planning Commission: 1st Tuesday of each month
- ☐ Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

Community affiliations and activities:

Previous City appointments, offices, or activities:

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.
2. Please describe what you believe are the major concerns of the City residents and businesses that this committee should be concerned about.
3. Please provide any additional information or comments which you believe will assist the City Council in considering your application.
4. Do you anticipate that any conflicts of interest will arise if you are appointed; and if so, how would you handle them?

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.

Signature: _____

Date: 12/11/16

My Employment, professional, and volunteer background:

I graduated from St. Mary's High School in 1981. I graduated from Southern Oregon State College in 1986 with a Bachelor of Science in Business Administration.

I worked for Albertsons Grocery Stores in a variety of positions from 1980-1986.

I worked for ITT Financial Services as a loan officer from 1986-1987.

I worked for Sheckels Stereo Stores as an office manager from 1987-1988.

I owned and operated Secrets Tanning Salon from 1988-1996.

I worked for VanWeys Market as a scan coordinator and assistant manager from 1988-1990.

I worked for Taco Bell Restaurants as a restaurant manager from 1990-1992.

I licensed as a realtor in January 1993 with Coldwell Banker Pro West.

I was a licensed insurance agent with Allstate from 1998-2000.

I left Coldwell Banker in May of 2007 to start Twin Creeks Real Estate.

I became a principal of W.L. Moore Construction in 2004.

I have volunteered on various boards including Community Works, Southern Oregon Multiple Listing Service, Providence Community Foundation, and Shepherd of the Valley Building Committee.

My Community Affiliations and activities include: participation and volunteering at Shepherd of the Valley Catholic Church, participation and current board director for the Southern Oregon Multiple Listing Service, and with my husband Bret, raising our three children.

I have not had a previous City appointment or office.

Additional Background:

1. I am interested in an appointment to the planning commission because I like to be informed and involved in how our community is growing, and making sure that our needed growth is in a positive direction. I offer a background in real estate, construction and development.
2. I believe that the major concerns of the city's residents and businesses are that we attract and keep businesses, that we approve infill projects that complement the existing neighborhoods, and that we keep our small town feel.
3. I have been a resident of Central Point since October 2002. I have been a licensed realtor since January 1993. I have a love of our community and want to be involved in keeping it a great place to live.
4. I do not anticipate many conflicts of interest. If any conflicts should arise, I would disclose the conflict and if appropriate, recuse myself from the discussion and vote.

Citizens Advisory Committee

New:

Cinda Harmes, Freeman Road

Current Members:

Larry Martin – Current Application

David Painter – Current Application

Sam Inkley – Current Application

Linda Reel

Eric Snyder

Wade Six

Patrick Smith



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

January 12, 2017

AGENDA ITEM: Appointment to Citizens Advisory Committee

STAFF SOURCE:

Chris Clayton, City Manager

Deanna Casey, City Recorder

BACKGROUND/SYNOPSIS:

The Citizens Advisory Committee currently has seven members:

Larry Martin

Linda Reel

David Painter

Eric Snyder

Sam Inkley

Wade Six

Patrick Smith

Community Development Director Tom Humphrey asked the members to provide the city with an updated committee application for 2017. We have received applications from Larry Martin, David Painter, and Sam Inkley.

The City has advertised for two months asking for volunteers for various committees. We have received two applications for the Citizens Advisory Committee.

Cinda Harmes – Ms. Harmes works for Three Rivers School District as a Science Teacher, she says she is reliable and would be able to attend meetings without conflict of interest.

Cameron Noble – Mr. Noble is a General Manager for American Tractor in Central Point. He has applied for the Planning Commission vacancy. His second choice would be the Citizens Advisory Committee.

ATTACHMENTS:

Four Committee Applications

RECOMMENDATION:

Mayor Williams will make his recommendations at the Council meeting.

PUBLIC HEARING REQUIRED:

No Public Hearing is required for committee appointments.

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



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

**APPLICATION FOR APPOINTMENT TO
CITY OF CENTRAL POINT COMMITTEE**

Name: Cinda Harmes Date: 12/30/16

Address: XXXX Freeman Road, CP
XXXXX

Home Phone: XXXX-XXXX Business Phone: XXXX-XXXX Cell Phone: XXXX-XXXX

Fax: XXXX-XXXX E-mail: XXXX@XXXX.com

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:

(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)

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

- ☐ Budget Committee: Meetings vary in April Annually
- ☒ Citizens Advisory Committee: 2nd Tuesday of every quarter
- ☐ Council Study Sessions: 3rd Monday of each month
- ☐ Multicultural Committee: 2nd Monday of every quarter
- ☐ Planning Commission: 1st Tuesday of each month
- ☐ Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

1996-2001 Instructor RCC
2001-Current Three Rivers School District-Science Teacher
2001-2008 Charity Ball Committee-Children's Advocacy Center

Community affiliations and activities:

None at this time

Previous City appointments, offices, or activities:

None.

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 am ready to become involved in the community. I can offer a willingness to learn and share ideas.

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

A major concern is the increase of properties that are not being maintained that are directly affecting the value of other properties.

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

I am highly reliable and willing to do my part as a member of a committee and for the community as a whole

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

There shouldn't be any.

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.

Signature: _____

Date: _____

12/30/16



**APPLICATION FOR APPOINTMENT TO
CITY OF CENTRAL POINT COMMITTEE**

Name: Sam Inkley Date: 12/20/16

Address: 13 Cent Gebhard Rd

Home Phone: [REDACTED] Business Phone: [REDACTED] Cell Phone: [REDACTED]

Fax: [REDACTED] E-mail: [REDACTED]

Are you a registered voter with the State of Oregon? Yes X No [REDACTED]

Are you a city resident? Yes [REDACTED] No X

Which committee(s) would you like to be appointed to: [REDACTED]

(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)

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

- ☐ Budget Committee: Meetings vary in April Annually
- ☒ Citizens Advisory Committee: 2nd Tuesday of every quarter
- ☐ Council Study Sessions: 3rd Monday of each month
- ☐ Multicultural Committee: 2nd Monday of every quarter
- ☐ Planning Commission: 1st Tuesday of each month
- ☐ Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

43 yrs with the phone company (retired) Junior Comet Sports
Central Point Little League, 4-H, FFA

Community affiliations and activities:

School Dist 6, Jr. Comet Sports Little League
4-H, FFA

Previous City appointments, offices, or activities:

Citizens Advisory Committee

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.

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

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

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

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.

Signature: _____ Date: _____

1. I have lived in Central Point for 30 years with my family on a farm. I have been involved with youth programs through the school district and baseball through Little League. My family has been actively involved with agriculture through 4-H, FFA and family connections. Having worked for the local phone company and been out in the field for 43 years, I have seen Central Point change with regards to increased traffic, housing, new businesses and the challenges that arise with those changes. I believe I can offer a thoughtful overview with regard to the city's needs and urban growth. It's important that Central Point keeps the family community involvement and strive for success.
2. The growth of the community, residential and businesses, traffic flow, effects of marijuana dispensary's within the city limits.
3. I have been on the CAC committee since the early 2000's. I'm familiar with the community and the direction it is moving with growth, along with the balance required to keep our community expanding. It's important to keep the close knit feelings the community has always had over the years.
4. Everyone has a vision of how they would like to see Central Point and the surrounding area, continue to become a thriving community for families and businesses. Since the committee members all have ties in very personal and different ways to our community, there is bound to be different points of view that the members should be respectful of. With that said, my family does own property in the CP2 area. I feel I can keep an open mind and be fair with all information presented. However, should there be a concern, I feel I can recuse myself if the need arises.

**APPLICATION FOR APPOINTMENT TO
CITY OF CENTRAL POINT COMMITTEE**

Name: David Panter Date: 12/5/16

Address: 119 Rabun Way

Home Phone: [REDACTED] Business Phone: — Cell Phone: [REDACTED]

Fax: 541-664-3321 E-mail: [REDACTED]@[REDACTED].COM

Are you a registered voter with the State of Oregon? Yes ☒ No ☐

Are you a city resident? Yes ☒ No ☐

Which committee(s) would you like to be appointed to: Planning Commission or CAC Chair
(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)

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

- ☐ Budget Committee: Meetings vary in April Annually
- ☒ Citizens Advisory Committee: 2nd Tuesday of every quarter
- ☐ Council Study Sessions: 3rd Monday of each month
- ☐ Multicultural Committee: 2nd Monday of every quarter
- ☐ Planning Commission: 1st Tuesday of each month
- ☐ Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

Registered nurse for 14 years in cath lab, critical and coronary care, emergency and trauma care, Paramedic, US Army officer and operation Desert Storm veteran. Jackson County Sheriff disabled parking enforcement, city of Oberlin volunteer firefighter, Medford Parks department dog park volunteer & President Parks for the Park.

Community affiliations and activities:

Disabled American veterans song dog dog rescue Oregon Nurse Association life members cabinet on economic and general welfare. Veterans Foreign War member.

Previous City appointments, offices, or activities:

10 years Citizens Advisory committee with 120+ years as chair. member Downtown Beautification committee Highway 99 corridor study.

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've enjoyed living in Central Point and being a part of its development and growth. The last 10 years on the citizens advisory committee has taught me much about Central Point and who we are. Central Point continues to have important planning issues. I believe I can help Central Point through these challenges while helping it maintain its unique identity.

2. Please describe what you believe are the major concerns of the City residents and businesses that this committee should be concerned about. Central Point needs to continue to provide good city services. Quality of life in the city needs to be maintained and improved through continued infrastructure and residential planning. Downtown revitalization needs to continue. The artisan corridor needs to be encouraged & we need to take advantage of our proximity to the fairgrounds and our geographical location.

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

Serving the city of Central Point as a citizens Advisory member and then chair has been very rewarding. I would like to continue to serve the city and assist in its future development and growth.

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

I don't anticipate any conflicts. The city did provide an ethics course. If a conflict arose in the future, I would apply the course guidelines.

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.

Signature: _____

Date: 12/5/16

**APPLICATION FOR APPOINTMENT TO
CITY OF CENTRAL POINT COMMITTEE**

Name: Larry Martin Date: 12-8-2016

Address: Taylor Rd., Central Point OR 97502

Home Phone: [REDACTED] Business Phone: [REDACTED] Cell Phone: [REDACTED]

Fax: [REDACTED] E-mail: XXXXXXXXXX99@ [REDACTED]
X

Are you a registered voter with the State of Oregon? Yes ✓ No

Are you a city resident? Yes No ✓

Which committee(s) would you like to be appointed to: Citizen's Advisory Committee
(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)

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

- ☐ Budget Committee: Meetings vary in April Annually
- ☒ Citizens Advisory Committee: 2nd Tuesday of every quarter
- ☐ Council Study Sessions: 3rd Monday of each month
- ☐ Multicultural Committee: 2nd Monday of every quarter
- ☐ Planning Commission: 1st Tuesday of each month
- ☐ Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

Self-employed owner and operator of Martin Family Ranch
Licensed Tax Preparer (LTP) working part-time at B+R Tax Service, Central Point

Community affiliations and activities:

Central Point Rotary Club member

Grange Co-op Board Director

Regue River Valley Irrigation District Board Member
member of Community Accountability Board (CAB)

Previous City appointments, offices, or activities:

Current member of Citizens Advisory Committee (CAC)

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 would like to continue to contribute to the work performed by the CAC and the opportunity for citizens of the community to provide input to our city leaders.

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

As the City adapts to post-recession conditions, there are challenges and opportunities to confront. Part of the CAC's purpose is to be a sounding board for any and all of those kinds of issues brought forward by the citizens of the City.

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

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

Depending on the role the CAC will take in the UGB expansion for residential needs, I may have a potential conflict of interest. If so, I will declare said conflict of interest and abstain from any discussion, deliberation, and vote. Depending on the circumstances, I may also consider if it is appropriate to resign my position.

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.

Signature: _____

Date: 12-8-2016

Business

Audit Presentation



Staff Report

Finance Department
Steve Weber, Finance Director

To: Honorable Mayor and City Council
From: Steve Weber, Finance Director
Date: January 12, 2017
Subject: Audit Presentation

Background:

The audited Comprehensive Annual Financial Report for the year ended June 30, 2016 will be complete and a copy of the report given to you this evening.

City auditor, Paul Neilson, CPA, from Isler CPA, LLC will be here to present the audit. Feel free to use this opportunity to ask questions of Paul regarding the City's audited financial statements or financial operations in general.

Recommended Action:

That Council accepts, by motion, the June 30, 2016 audited financial report.



January 12, 2017

Honorable Mayor,
Members of the City Council,
And Citizens of the City of Central Point

Oregon statutes require that all general purpose local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP), and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants under the direction of a licensed municipal auditor. Pursuant to that requirement, we hereby submit the comprehensive annual financial report of the City of Central Point, Oregon for the fiscal year ended June 30, 2016.

This report consists of management's representations concerning the finances of the City of Central Point. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented here. To provide a reasonable basis for making these representations, management of the City of Central Point has established and maintains an internal control framework that is designed to protect the government's assets from loss, theft, or misuse; and to compile sufficient reliable information for the preparation of financial statements. Because the cost of internal controls should not outweigh their benefits, the City of Central Point's framework of internal controls has been designed to provide reasonable, but not absolute, assurance that the financial statements will be free from material misstatement. As management, we assert that to the best of our knowledge and belief, this financial report is complete and reliable in all material aspects.

The enclosed financial statements have been audited by Isler CPA, LLC; a firm of licensed certified public accountants. The engagement partner is Paul Neilson, CPA and Licensed Municipal Auditor. The goal of the independent audit is to determine that the financial statements of the City of Central Point for the fiscal year ending June 30, 2016, are free from material misstatement. The audit involved examining, on a test basis, evidence supporting the amount and disclosures in the financial statements; assessing accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The auditor concluded based on the audit performed, that there was a reasonable basis for rendering an unqualified opinion that the City of Central Point's financial statements are fairly presented in conformance with generally accepted accounting principles. The independent auditor's report is presented as the first component of the financial section of this report.

For financial reporting purposes, the City of Central Point is a primary government. The City is governed by a City Council that is elected by the voters at each general election. The financial statement includes all organizations and activities for which the elected officials exercise financial control, except for the Parks and Recreation Foundation and the Urban Renewal Agency. These

component units have not been included in the CAFR because they are not material to the overall financial statements of the City, nor are they significant activities of the City. The City interacts and contracts with various other governmental entities but is not financially accountable to or for those entities.

GAAP require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The Management Discussion and Analysis can be found immediately following the report of the independent auditors.

The City

The City of Central Point was incorporated in 1889. It currently encompasses an area of 3.52 square miles and has a population of over 17,000. The City is located in the northwestern part of Jackson County; bisected by Interstate 5. Approximately one-third of the city lies to the east of Interstate 5. Central Point borders Medford, the largest incorporated city in the county on the eastern and southern boundaries.

In terms of its physical development, the City of Central Point has been a relatively slow developing community, for many years retaining a rural community atmosphere. Only in recent past did the building boom of southern Oregon significantly alter the landscape of this small community with housing and commercial projects spurring population growth and impacting the need for services that accompany growth. Typically, the City's infrastructure serves a stable and slightly increasing population and requires expenditures primarily for maintenance and modernization of facilities rather than rapid growth. The impact of the recent nationwide economic recession resulted in no significant growth in either population or residential or commercial projects; however, in recent months the City has had an encouraging increase in both interest in large commercial projects and actual commercial and residential building permit activity.

City government provides a range of services, including police protection, construction and maintenance of streets, storm drains, water, building inspection, planning, economic development, parks and recreation. Fire protection, library, sanitary sewer services, public transportation, and public education services are provided by separate districts and are not a part of this financial report.

The City operates under a manager form of government. The council consists of a mayor and six councilors. Two council members are elected from the city at large, while the other four are elected from wards that divide the city into four sections. While the mayor serves as the ceremonial head of the city and as presiding officer of the meetings, he is also a voting part of the Council and has no veto authority. The mayor has the authority to preserve order, enforce the rules and determine the order of business at the council meetings. With consent of council, the mayor appoints members of commissions and committees established by ordinance or resolution. The City council is the legislative branch of Central Point's municipal government and the people's elected representatives. Council meetings are open public meetings where the council makes local laws, policies and basic decisions for the municipality. The position of mayor and council members are elected for four year terms on alternating years in a general election of the State of Oregon.

Accounting System and Budgetary Control

Accounting records for General, Special Revenue, Debt Service and Capital Project Funds are maintained on a modified accrual basis. Revenues are recognized when they become measurable and available, while expenditures are recorded at the time the liabilities are incurred. The accounting records for Internal Service and the Enterprise Funds are maintained on a full accrual basis.

In developing, maintaining and upgrading the City's accounting system, ongoing consideration is given to the adequacy of internal accounting control. We believe the city's internal accounting controls adequately safeguard assets.

The budget serves as the foundation for the City of Central Point's financial planning and control. All departments of the City submit a budget to the city manager who then oversees the preparation of a proposed budget. The budget is presented to a budget committee for review and approval and then submitted to city council for adoption prior to July 1.

Budgetary control is maintained through constant review by the city's finance director. Detailed monthly budget reports are prepared for the city manager and each department, with quarterly statements and presentation given to the Mayor and Council.

Oregon budget law allows for amendments to the budget for reasons unforeseen at the time the budget is adopted. Certain changes less than 10 percent require a council resolution. Changes in excess of 10 percent require a supplemental budget similar to the adoption requiring a public hearing. Budget-to-actual comparisons are provided in this report for each expenditure category in which an appropriated annual budget was adopted, thus illustrating budget compliance.

Factors Affecting Financial Condition – Local Economy

The regional economic base is tied to agriculture, tourism, higher education, health care, transportation and manufacturing. There is an increasing population of retirees moving into the area, a factor that requires new and expanded health care resources, and additional demands for retirement, assisted living and nursing home facilities. During the past recession, the City of Central Point and all cities within the Rogue Valley have experienced an increased number of lost jobs and one of the higher unemployment rates in the nation. During the same period of time, housing prices plummeted along with construction in the area, all of which had a negative effect on the City's building permit revenues and planning actions. However, during the past two years there are indications that the local economy is stabilizing with the lowering of the unemployment rate and an increasing number of home sales at increasingly higher prices. It remains too early to know the full extent to which the prolonged recession will have on property tax assessments and collections. Although we initially anticipated reduced property tax collections as a result of the recession and substantial number of foreclosures in the area, our actual experience has been that property tax collections increased as the foreclosing banks paid delinquent property taxes upon foreclosure. And although there have been substantial fluctuations in taxes as properties were reassessed following the recession, it appears that property values and therefore tax revenues are beginning to stabilize.

Financial Policies

It has been a policy of the City's governing body and management to budget, plan and spend conservatively, and to make adjustments as early as possible when the need for change is identified. This unwritten policy of conservatism was beneficial and helped to stabilize and conserve the City and its services during the downward spiral of the local and national economy. No one could foresee just how dramatic the changes to the economy would affect local construction, businesses and families. However, the City has been fortunate that with the slowing of construction, timely decisions were made and actions taken to re-adjust staffing and prioritize projects to respond to the decline and the slowing of revenues. As a result, the City is currently maintaining financial and operating stability. The notion of sustainability has become an important consideration as we manage through adversity.

Additionally, the Mayor and Council adopted a formal "Financial Policy" that documents the procedures and standards that will guide the City as it continues to monitor and preserve its assets.

Long-term Financial Planning

Although the City successfully navigated the recent recession by utilizing a variety of tools and techniques common to short-term reduced revenue situations, the City believes that it can be less reactive and more strategic in its financial planning. Prioritizing this goal, the City implemented a long term financial plan by council adoption in February 2015. The City will compare the projected scenarios and financial forecasts contained within the plan to actual results on an annual basis and, if necessary, make adjustments accordingly.

In recent years the City secured long-term funding sources through System Development Charges (SDC's) and street and storm water fees to support infrastructure and capital improvements. The City updates the capital improvement plan and related system development plans annually. Included in these plans are water, transportation, storm water, parks and recreation projects.

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for excellence in financial reporting to the City of Central Point for its comprehensive annual financial report for the fiscal year ended June 30, 2015. In order to be awarded a Certificate of Achievement, a government must publish a comprehensive annual financial report in accordance with GFOA standards. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgments

The timely preparation of this report would not have been possible without the efficient and dedicated service of the finance staff. We would like to express our appreciation for their contributions to its preparation.

We would especially like to thank the Mayor and City Council for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectively submitted,

Chris Clayton
City Manager

Steve Weber
Finance Director

Business Planning Commission Report

PLANNING DEPARTMENT MEMORANDUM

Date: January 12, 2017
To: Honorable Mayor & Central Point City Council
From: Tom Humphrey AICP, Community Development Director
Subject: Planning Commission Report

The following items were presented by staff and discussed by the Planning Commission at its regular meeting on January 3, 2017.

- A. Consideration of Resolution No. 840 Recommending Approval of an Ordinance to amend Chapter 17.05 – Applications and Development Review Procedures to clarify procedures for appeal of Type II and Type III decisions. (File No. 16025) Applicant: City of Central Point.** This item was postponed due to the lack of a quorum. It will be re-noticed for Planning Commission and City Council hearings in February.
- B. Consideration of Minor Changes to Chapter 17, Zoning to Clarify the Administration of Current Policies and Standards (File No. 16033) – Seeking Authorization from the Planning Commission to Proceed with Minor Amendments.** This item was postponed due to a lack of a quorum.
- C. Discussion of a 2016 Buildable Land Inventory (BLI) as a pre-requisite to the completion of the Housing Element to the Comprehensive Plan.** Staff introduced a ‘first cut’ of the BLI which will be coupled with an updated Housing Element in the near future. The Commission members who were present provided their preliminary feedback and will consider a subsequent review in conjunction with a draft Housing Element.
 - **Costco Conditional Use Application Update** – The Commission was informed of the status of the ongoing Costco Appeal.

Business

Sidewalk Program



DATE: January 4, 2017

TO: Honorable Mayor and City Council

FROM: Matt Samitore, Parks & Public Works Director

SUJECT: Sidewalk Replacement Assistance Program

PURPOSE:

Review options for potential sidewalk replacement assistance program.

SUMMARY:

At the October City Council meeting the City Council adopted a formal policy that is consistent with our city ordinance which states that property owners are ultimately responsible for sidewalks adjacent to their properties. While reviewing this issue, several City Council members asked for staff to provide policy options for helping homeowners with expenses associate with necessary sidewalk repairs. The following is a review of similar options implemented by various Oregon Cities.

Option A: Grant Program

Several Oregon Cities have implemented a “straight-forward” grant assistance program. All of the programs researched using this method are quite similar. The City budgets an annual amount and then property owners can apply for either a 50% or 100% grant to have their sidewalks repaired. It’s a first come/first serve program and when the budgeted funds are exhausted, then the program finishes until the next fiscal cycle.

Option B: City Funds and Loans

Some Cities use a combination of Grant Funds and dedicated City resources to fund their sidewalk replacement programs. 50% of the replacement expenses are eligible for reimbursement via a city grant (if approved), and the remaining 50% is funded via a City based loan. Most jurisdictions set up interest rates and repayment timelines based on the dollar amount loaned. As an example, a loan amount under \$500 dollars has to be paid back in 6 months.

Option C: City Funds and potential liens

The last program option is a city operated repair program where we identify a certain amount of repairs, based on a sidewalk inventory program, per fiscal cycle. Identified repair projects would be separated into geographic areas, dividing the city into thirds. Each year repairs in each geographic area would occur and would be funded solely from appropriated city funds. Only at council discretion, could a property owners be assessed for the portions of the repair costs.

RECOMMENDATION: Recommend an option for adoption at a future council meeting.

Resolution

2017 Rules of the City Council



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

January 12, 2017

AGENDA ITEM: Briefing, discussion and adoption of amended city council rules and code of ethics.

STAFF SOURCE:

Chris Clayton, City Manager
Deanna Casey, City Recorder

BACKGROUND/SYNOPSIS:

The 2010 City Charter, chapter III, section 10, states that the City Council must adopt, by resolution, rules governing city council meetings. The attached draft council rules and code of ethics are revised to reflect consistency with the 2010 Charter.

- References to the City Administrator have been replaced with City Manager.
- References to the Mayor only voting to break a tie vote have been updated to reflect the City Charter.

FISCAL IMPACT:

There is no financial impact to the City.

ATTACHMENTS:

1. Draft Council Rules and Code of Ethics

RECOMMENDATION:

1. Council discussion and recommendation for changes.
2. Motion to approve the 2017 Council Rules and Code of Ethics.

PUBLIC HEARING REQUIRED:

No Public Hearing is required for administrative actions.

SUGGESTED MOTION:

I move to approve Resolution No. _____, A Resolution Adopting the 2017 Rules of the City Council and Code of Ethics.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2017 RULES OF THE
CITY COUNCIL AND CODE OF ETHICS**

RECITALS:

- A. The City Council of the City of Central Point owes to the residents and tax payers the highest degree of loyalty, integrity and good faith; and
- B. The City Council is responsible for administering the affairs of the City honestly and economically, exercising their best care, skill and judgement for the benefit of the taxpayers and residents of the City; and
- C. The city Council has the inherent right to make and enforce its own rules to ensure compliance with those laws generally applicable to public bodies; and
- D. Required by the 2010 city charter; and
- E. it is established policy of the City Council of the City of Central Point, Oregon, hereby adopts the 2017 Rules of the City Council and the Code of Ethics.

The City of Central Point resolves as follows:

That each member of the City Council shall complete a conflict of interest acknowledgment statement after each General Election giving that member the opportunity to declare any existing or potential conflict of interest.

Passed by the Council and signed by me in authentication of its passage this 12th day of January, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

City of Central Point

Rules of the City Council



2017

Table of Contents

1. Council Meetings	1
2. The Presiding Officer	1
3. Employees Duties	2
4. Decorum and Order	2
5. Duties and Privileges of Members	3
6. Order of Business and Agenda.....	4
7. Consideration of Business	6
8. Public Comment	6
9. Procedure for Council Meetings	7
10. City Boards, Commissions, and Committees.....	9
11. Miscellaneous	11
 Code of Ethics.....	 12
Statement of Acknowledgement	14

RULES OF THE CITY COUNCIL OF CENTRAL POINT, OREGON

COUNCIL MEETINGS

1. Regular Council Meetings. The Council shall hold two regular meetings on the second and fourth Thursdays of each month, except in those cases where the Council finds it necessary to designate another date, due to conflicts. Regular meetings shall be convened in the City Council Chambers in City Hall, shall be called to order at 7:00 p.m., and shall adjourn no later than 10:00 p.m. unless extended by a majority vote of the Council or the meeting may be continued to a later designated date, but in no event shall meetings extend beyond eleven p.m.
2. Executive Sessions. Executive sessions may be called by the Mayor or by majority consent of all members of the Council. Only Council Members, the City Manager and persons specifically invited by the Council or the City Manager shall be allowed to attend executive sessions. Representatives of recognized news media may attend executive sessions in accordance with applicable law. No matter discussed during executive session may be disclosed by any person present during such session.
3. Special Meetings. Special Meetings may be called by the Mayor or by unanimous consent of the Council. Written notice of all special meetings shall be given at least 24 hours in advance of the scheduled meetings. Notice shall be given to each Council Member, the City Manager, and the business office of each local newspaper, radio and television station which has a written request on file for notice of special meetings, and may be delivered by mail, electronic facsimile (FAX), E-mail, or by personal delivery.
4. Public Attendance. All regular and special meetings shall be open to the public.

THE PRESIDING OFFICER

5. The Mayor. The Mayor shall preside at all regular and special meetings and executive sessions of the Council and shall be the recognized head of the City for all ceremonial purposes. ~~The Mayor shall vote on all questions before the Council only when necessary to break a tie vote.~~ The Mayor shall have authority to preserve order, enforce the rules of the Council, and determine the order of business under the rules of the Council.
6. Council President. At the first meeting of each odd-numbered year, the Council shall, by vote of the Council, elect a President from its membership. In the Mayor's absence from any Council meeting, the President shall act as the presiding officer. Whenever the Mayor is unable, on account of absence, illness, or other cause, to perform the functions of the office, the President shall act as Mayor Pro Tem.

7. Temporary Chairperson. In event of the absence of the Mayor and Council President, the City Manager shall call the Council to order and call the roll of the members. If a quorum is present, those Councilors present shall elect, by majority vote, a Temporary Chairman for that meeting. Should the Mayor or Council President arrive, the Temporary Chairman shall relinquish the chair immediately upon the conclusion of the item of business then under consideration before the Council.

EMPLOYEE DUTIES

8. City Recorder. The City Recorder shall be the Clerk for the Council and shall keep minutes of meetings and shall perform such other duties at the meetings as ordered by the Presiding Officer or the Council. The City Recorder shall furnish each Council Member with a copy of the minutes of each preceding meeting in the agenda packet for the next meeting.
9. City Attorney. The City Attorney shall attend meetings of the Council. At any Council meeting any member of the Council may, at any time, call upon the City Attorney for an informal, oral opinion. Written opinions shall be authorized by a majority of the Council.
10. The Chief of Police. Unless otherwise directed by the Council, the Chief of Police or his designee may attend each Council meeting to serve as the Sergeant-at-Arms, and shall carry out all orders or instructions upon direction of the Presiding Officer or upon any other procedure specifically provided by these rules.
11. Officers and Employees. Any member of the City Council may request that the City Manager direct any employee to attend regular, special or executive meetings to confer with the Council on matters relating to the City.

DECORUM AND ORDER

12. Mayor. The Mayor, or presiding officer, shall preserve decorum and decide all points of order, subject to appeal by the Council.
13. Council Members. Council Members shall preserve order and decorum during Council meetings, and shall not, by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the Mayor, Presiding Officer, or these rules. Council Members shall, when addressing staff or members of the public, confine themselves to questions or issues then under discussion, shall not engage in personal attacks, shall not impugn the motives of any speaker, and shall at all times, while in session or otherwise, conduct themselves in a manner appropriate to the dignity of their office. Council Members shall request administrative directives for staff through the City Manager for compliance.
14. Staff and Public. Members of the administrative staff, employees of the City and other persons attending Council meetings shall observe the same rules of procedure, decorum and good conduct applicable to the members of the Council.

15. Removal of any person. Any person who makes personal, impertinent, slanderous or unauthorized remarks or who fails to comply with reasonable rules of conduct or who causes a disturbance while addressing the Council or attending a Council meeting shall be removed from the room if the Sergeant-at-Arms is so directed by the Presiding Officer. In case the Mayor or Presiding Officer should fail to act, any member of the Council may obtain the floor and move to require enforcement of this rule and upon affirmative vote of the majority of the Council present, the Sergeant-at-Arms shall be authorized to remove the person or persons, as if the Mayor or Presiding Officer so directed.
16. Censure.
- 16.1 The Council has the inherent right to make and enforce its own rules and to ensure compliance with those laws generally applicable to public bodies. Should any Council Member act in any manner constituting a substantial violation of these rules or other general laws, the Council, acting as the whole, may discipline that Council Member to the extent provided by law, including public reprimand.
- 16.2 To exercise such inherent right, the Council has the right to investigate the actions of any member of the Council. Such investigation shall be referred to the Committee of the Whole upon a finding that reasonable grounds exist that a substantial violation has occurred.
- 16.3 The Committee of the Whole shall investigate the actions and present a report to the Council. Neither the Committee of the Whole nor the Council or any member thereof shall have the right to make public any information obtained through such investigation.
- 16.4 Any member accused of a substantial violation of the Council rules or any other general law shall have the right to present a defense to the allegations, including the right to present rebuttal evidence, and to have representation by Council. Upon finding, by clear and convincing evidence that a substantial violation has occurred and that such violation affects the Council Member's ability to represent the interest of the City as a whole, the Council may, upon unanimous vote of Council Members, other than the Council Member subject to censure proceedings, impose a proper sanction.

DUTIES AND PRIVILEGES OF MEMBERS

17. Code of Ethics. Council Members shall conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilors should constantly bear in mind these responsibilities to the entire electorate and refrain from actions benefitting any individual or special interest group at the expense of the City as a whole. Council Members should likewise do everything in their power to insure impartial application of the law to all citizens and equal treatment of each citizen before the law, without regard to race, national origin, sex, social status or economic position.

18. Debate.
- 18.1 Any Council Member who has the floor shall confine themselves to the question under debate, avoid personalities and refrain from impugning the motives of any member's argument or vote. No member shall address the chair or demand the floor while a vote is being taken.
- 18.2 Council Members shall limit their remarks on a subject to five minutes unless granted additional time by the majority of the Council. No Council Member shall be allowed to speak more than once upon any one subject until every other member choosing to speak thereon has spoken.
- 18.3 A Council Member, once recognized, shall not be interrupted while speaking, unless called to order by the Mayor or Presiding Officer, or unless a point of order is raised by any Council Member while he or she is speaking, in which case he or she shall cease speaking immediately until the point is determined. If ruled to be in order he or she shall be permitted to proceed; if ruled to be out of order he or she shall remain silent or shall alter his or her remarks to comply with the ruling.
19. Right to Appeal. Any member may appeal a ruling of the Mayor or Presiding Officer to the Council. If the appeal is seconded, the member making the appeal may briefly state the reason for the appeal and the Mayor or Presiding Officer may briefly explain his ruling; but there shall be no debate on the appeal and no other question other than, "Shall the decision of the chair stand as the decision of the Council?" If the majority of the members vote Aye, the ruling of the chair is sustained; otherwise it is overruled.
20. Dissent and Protest. Any Council Member shall have the right to express dissent from or protest against any Ordinance, Resolution or decision of the Council and have the reason therefore entered upon the Council minutes. Such dissent or Protest must be filed in writing, couched in respectful language, and presented to Council not later than the next regular meeting following the date of passage of the Ordinance, Resolution or decision objected to.
21. Excusal During the Meeting. No member may leave the Council meeting while in regular session without permission from the Mayor or Presiding Officer.
22. Personal Privilege. The right of a member to address the Council on a question of personal privilege shall be limited to cases in which his or her integrity, character or motives are assailed, questioned or impugned.

ORDER OF BUSINESS AND AGENDA

23. Order of Business. The business of all regular meetings of the Council shall be transacted as follows; provided, however, that when it appears to be in the best interest of the public, the Mayor or Presiding Officer may change the Order of Business:

I. Call to Order	VIII. Public Hearings, Ordinances & Resolutions
II. Pledge of Allegiance	IX. Business
III. Roll Call	X. Mayor's Report
IV. Special Recognition (when appropriate)	XI. City Managers Report
V. Public Appearances	XII. Council Reports
VI. Consent Agenda	XIII. Department Reports
VII. Items Removed from Consent Agenda	XIV. Executive Session
	XV. Adjournment

24. Agendas. Staff shall prepare an agenda for every regular, and if requested, for every special Council meeting. Items may be placed on the agenda by any person, but such items shall be presented to the City Manager, in writing, at least seven days prior to the meeting in which they are to be discussed. Upon approval by the Mayor, City Manager, or Council Member, the item shall be placed on the agenda for consideration.

Agendas and informational material for regular meetings shall be distributed to the Council at least three days prior to the meeting.

New business brought before the Council in a meeting may be referred to the City Manager for a report at a future Council meeting.

25. Additions to the Agenda. A request to add an item for Council consideration to the Agenda may be presented at the Council meeting but shall require a majority concurrence of the members present to be so added. These items should be limited to emergency items.
26. Special Orders of Business. Agenda items that are of special importance to the Council may be treated as Special Orders of Business. Special Orders of Business agenda items take precedence over all other items except Pledge of Allegiance.
27. Consent Agenda. Items of a routine and non-controversial nature are placed on the Consent Agenda. The Mayor or any Councilor may request an item be removed from the Consent Agenda if discussion is requested. Presentations or questions of staff may be requested by the Mayor or any Councilor prior to voting on the Consent Agenda and without removing these items from the Consent Agenda. Items removed from the Consent Agenda will be placed on the "Items removed from the Consent Agenda" portion of the Regular Agenda. Consent Agenda items are approved by one motion. Possible items for the Consent agenda would be, but not limited to:

Council/Committee Minutes	Surplus Property requests
OLCC Requests	Grant Requests
Committee Appointments	Annual Proclamations
Temporary Street Closures	Routine housekeeping items

CONSIDERATION OF BUSINESS

28. Quorum. A majority of the Council shall constitute a quorum to do business.
29. Voting. Unless otherwise provided by statute, ordinance or resolution, upon any question before the Council a roll call vote shall be made, provided, however, upon demand by any member of the Council, the topic may be tabled until further information, deemed necessary before a vote, has been provided to the Council for consideration. No Council Member may explain the reasons for his or her vote during the roll call. After a vote has been taken the Mayor or Presiding Officer shall announce the results of the vote.
30. Voting Required. Every member present when a question is called shall vote either Aye or Nay, unless the Council, by unanimous consent, excuse's a member for a special reason or unless a member has a conflict of interest under applicable law, in which case no consent is required. There shall be no debate on such a request.
31. Minimum Votes Required in Certain Situations. Any action or direction of the Council shall require the affirmative vote of a majority of those Council persons in attendance at a meeting for which a quorum is present to conduct business.
32. Ayes and Nays. On the passage of every Ordinance the vote shall be taken by Ayes and Nays and entered into the record.
33. Tie Vote. In case of a tie vote on any item, ~~the Mayor shall vote to break the tie~~ **the motion automatically fails. A motion to reword or restate the motion is optional if a motion fails because of a tie vote.**

PUBLIC COMMENT

34. Policy. The Council recognizes that public input unto the governmental process is an invaluable aid to informed decision making. Therefore, it is the policy of the Council that all citizens shall have the right to speak before the Council on matters of public concern, but each citizen shall be responsible for abuse of such right. Consequently, to ensure that the greater public interest is fostered, each citizen or group of citizens who desires to speak before the Council shall have the duty to exercise this right in a manner which furthers the greater public interest.
35. Public Comment Generally. Any member of the general public wishing to address the Council on a matter of public concern may do so at the time set for public comments during each regular session of the Council. Any member so addressing the Council shall be limited to a period of five minutes within which to make them heard. The Council, in its sole discretion, may extend this time, or may request further information be presented to the Council on such date and in such manner as it deems appropriate.

36. Persons Sharing Common Concerns. If any group of three or more persons sharing a common viewpoint on any subject wishes to address the Council during the time for public comment, the group shall select a spokesperson, who shall present the views of the group to the Council. The Council, in its sole discretion, may request to hear the views of additional speakers from the group. Additional support for the views of the group, in the form of petitions, letters, videotapes, etc., may be presented to the Council for consideration at the conclusion of the spokes person's remarks.
37. Request to address the Council. All persons or groups wishing to address the Council during the time set for public comments shall **sign in at the podium and provide** ~~prior to the convening of the meeting, fill out a written request form provided by the City Manager,~~ their name, residence, and the subject of concern on which the persons or groups wishes to address the Council.
38. Complaints and suggestions to the Council. When any citizen brings a complaint before or makes a suggestion to the Council, other than for items already on the agenda, the Mayor or Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:
- 38.1 If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Council finds such complaint suggests a change to an ordinance or resolution of the City, the Council may refer the matter to the City Attorney, a committee, the City Manager or the Committee of the Whole for study and recommendation.
- 38.2 If administrative, and the complaint is regarding administrative staff performance, administrative execution of interpretation of legislative policy, or administrative policy within the authority of the City Manager, the Mayor or Presiding Officer shall then refer the complaint directly to the City Manager for review. The City Manager shall direct the report to the Council when the review has been made.

PROCEDURE FOR COUNCIL MEETINGS

39. Rules of Order. Unless otherwise provided by law or by these rules, the procedure for Council meetings shall be governed by Robert's Rules of Order.
40. Construction of Rules of Order. The Council has an obligation to the citizens to be clear and simple in its procedures and in the consideration of the questions coming before it.

Therefore, the rules of procedure should be liberally construed to that purpose, and Council Members should avoid invoking the fine points of parliamentary procedure when such points serve only to obscure the issues before the Council as a whole and confuse the audience at public meetings and the citizens in general.

41. Convening the Meeting. At the time appointed, the Mayor or Presiding Officer shall take the chair at the hour appointed for the Council to meet and shall immediately call the members to order. The Deputy Recorder shall enter in the minutes of the meeting names of the members present.
42. Recognition. Every Council Member desiring to speak shall first address the chair, and await recognition to obtain the floor. No persons other than members of the Council and the person having the floor shall enter into any discussion, either directly or through a member of the Council without the permission of the Mayor or Presiding Officer.
43. Requirement of a Second Before Debate. No motion shall be debated until it has been seconded and announced by the Mayor or Presiding Officer.
44. Motions Reduced to Writing. Any Council Member may request that a motion be reduced to writing and read by the City Manager.
45. Council Questions to Staff. Every Council Member desiring to question the administrative staff shall address his or her question to the City Manager, who shall be entitled to either answer the inquiries or designate some member of the staff for that purpose.
46. Citizen Participation. Except as specified in Section 36 herein, citizens desiring to address the Council shall first be recognized by the chair and shall limit remarks to the question then under discussion. All remarks and questions shall be addressed to the Council as a whole and not to any individual Council Member thereof. Any remarks and questions regarding administration of the City shall be referred to the City Manager by the Mayor or Presiding Officer.
47. Precedence of Motions. When a question is before the Council no motion shall be entertained except:
 1. To abide by the rules
 2. To adjourn
 3. To lay on the table
 4. For the previous question
 5. Postpone to a certain date
 6. To refer
 7. To amend
 8. To postpone indefinitely

These motions shall have precedence in the order indicated. Any such motion, except a motion to amend, shall be put to a vote without debate.

48. Motion to be Stated by Mayor or Presiding Officer/Withdrawal. When a motion is made and seconded it shall be stated by the originator or the Mayor or Presiding Officer before debate. A motion may not be withdrawn without the consent of the member seconding it.

49. Motion to Adjourn – When not in Order – When not Debatable. A motion to adjourn will be in order at any time except as follows:

1. When made as an interruption of a member while speaking
2. When the previous question has been ordered
3. While a vote is being taken

A motion to adjourn is debatable only as to the time at which the meeting is adjourned.

50. Motion to Lay on the Table. A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, consideration of the subject may be resumed only upon motion of a member voting with the majority and with the consent of two-thirds of the members present.

51. Division of Question. If the question contains two or more dividable propositions the Mayor or Presiding Officer may upon request of the members, divide the same.

52. Motion to Postpone. All motions to postpone, excepting to postpone indefinitely, may be amended as to time. If a motion to postpone indefinitely is carried, the principal question shall be declared defeated.

53. Suspension of Rules. No rule shall be suspended except by the vote of the majority of Council Members present at the meeting. A motion to suspend a rule is not debatable.

54. Adjourned Meetings. Upon motion and majority vote of Council Members present, any meeting of the Council may be continued or adjourned from day to day or for more than one day, provided that no adjournment shall be for a period longer than the next regular meeting thereafter.

CITY BOARDS, COMMISSION, LAY COMMITTEES AND COUNCIL COMMITTEES

56. City Boards, Commissions, and Lay Committees. Unless otherwise provided by statute, ordinance or resolution, the following shall be the procedure for the creation of and appointments to all City Boards, Commissions, and Lay Committees:

1. Creation and Dissolution. At any time, the Council may, by ordinance or resolution, establish any City Board, Commission or Lay Committee deemed necessary and in the best interests of the City, other than the Planning Commission. Any committee so created may contain one or more Council Members as members, and unless otherwise provided, all City Boards, commissions, and Lay Committees so created shall sunset at the end of their mission, but in all events shall be reviewed yearly from the date of initial creation, and at such time shall either be preauthorized or dissolved.
2. Qualifications. All appointees to City Boards, Commissions, and Lay Committees

shall be registered electors and shall ~~have~~ reside in the City of Central Point ~~for a period of one year~~. No appointee may serve on more than two City Boards, Commissions, and Lay Committees at any one time.

3. Term. The term of all appointments shall be for one year ~~or less~~, unless otherwise stated, beginning with the first Council meeting in January. Appointments may be renewed for any number of terms.
4. Vacancies. Any qualified citizen may submit a letter of interest for any open position on a City Board, Commission, or Lay Committee. Vacancies shall be advertised in the local media and letters of interest shall be received only during the time set forth in the advertisement.
5. Nomination and Confirmation. Nominations for positions on City Boards, Commissions, and Lay Committees may be made by the Mayor or by any two Council Members, and shall be subject to confirmation by the Council.
6. Notification of Expiration of Terms. The City Manager shall give written notice to the Council of the expiration of the term of office of all members of City Boards, Commissions, and Lay Committees at least thirty (30) days prior to expiration date of any appointee's term of office.
7. Removal. All lay members of City Boards, Commissions, and Lay Committees serve at the pleasure of the Council and may be removed at any time for any reason whatsoever upon motion and vote by a majority of the Council.

All Council Member seats on the City Boards, Commissions, and Lay Committees are reserved for sitting Council Members and upon expiration of any Council Members term, or upon resignation, removal, or death, the Council Member's seat on any City Boards, Commissions, and Lay Committees occupied by that person shall be immediately declared vacant, and a sitting Council Member appointed as a replacement.

57. Council Committees.

57.1 Creation and Dissolution. Council Committees may be created at any time by resolution or motion. All Council Committees shall have a Chairperson and Secretary, who may be either appointed by the Mayor, or by a majority vote of the members of the committee in the absence of such appointment. Such committee shall report to the Council without unnecessary delay upon matters referred to them. All Council Committees, so created, shall sunset at the end of their mission, but in all events shall be reviewed at the first Council meeting of January each year for preauthorization, and at such time shall either be preauthorized or dissolved.

57.2 Membership. Membership on such Council Committees shall include only sitting

Council Members, who shall be appointed by the Mayor or Presiding Officer, subject to confirmation by the Council. Council Committee appointments shall be for a term of one year, unless otherwise stated, and Councilors may be reappointed for an indefinite number of terms.

57.3 Meetings. Council Committee meetings may be called by the Chairman, or by any two members. A majority of the members of a Committee shall constitute a quorum to do business.

58. **Meetings Subject to Oregon Open Meetings Law.** All meetings of any City Boards, Commissions, and Lay Committees or Council Committees shall be subject to and comply with the Oregon Public Meetings Law, ORS 192.610-192.710.
59. **Quorums.** A majority of the sitting members of any City Boards, Commissions, and Lay Committees or Council Committees shall constitute a quorum to do business.
60. **Registry.** The City ~~Manager~~ **Recorder** shall prepare, keep current, and retain on file in the Office of the City Recorder a list of all appointees to all City Boards, Commissions, and Lay Committees, the date of their appointment, the length of their unexpired term, and their addresses and phone numbers. All Council Members shall be given a copy of this list at least once yearly, or upon any substantial change in membership of any City Board, Commission, and Lay Committee.

MISCELLANEOUS

61. **Amendments to Council Rules.** Amendments to these rules shall be made by resolution.
62. **Anonymous Communications.** Anonymous and unsigned communications shall not be introduced in Council meetings.

Adopted by Resolution No. _____, on January 12, 2017.

CENTRAL POINT CITY COUNCIL

CODE OF ETHICS

The Central Point City Council (hereinafter referred to as “Council”) believes that it is expedient and proper to adopt a Code of Ethics in order to clarify the authority exercised by the Council, or individual Council Members, and general rules applicable to Council Members’ conduct of City business.

The Council is committed to excellence in leadership that results in the highest quality of service to its residents and taxpayers.

This Code of Ethics is subject to annual review and re-adoption. A copy will be furnished each December to allow persons who will be holding office effective the following January 1 time to review the document. Amendments (if desired) and re-adoption will occur annually.

1. We, as a Council, shall attempt to maintain an environment emphasizing the dignity of each individual Council Member, the importance of respect for the style, values and opinions of one another, and encouraging responsiveness and attentive listening in our communications.
2. We, as a Council, recognize that our primary responsibility is the formulation and evaluation of policy; the employment of a City Manager to be in charge of the city business under the direction of the Council; and to discharge other duties as directed by policy of the council. Matters concerning the operational aspects of the City shall be the responsibility of the professional staff members of the City.
3. We, as a Council, commit ourselves to the highest standards of ethical conduct and behavior. We shall hold no secret meeting, have no hidden agendas, nor engage in gossip. We shall conduct the business affairs of the City before the general public in accordance with Oregon Law.
4. We, as a Council, commit ourselves to focusing on issues rather than personalities. We wish to encourage the presentation of others’ opinions. We will avoid cliques and voting blocks based on personalities rather than on issues.
5. We, as a Council, shall be committed to supporting Council action. The Council agrees that while an individual Council Member may disagree with a policy or action adopted by a majority vote of the Council, he/she should support said policy or action as being the considered judgment of the Council. The individual member shall have the right and duty to present further evidence and argument to the Council and the Council shall have the duty of reconsidering upon proper evidence. We acknowledge the right of individuals to disagree with ideas, without being disagreeable.

6. We, as a Council, shall practice the following procedures in:
 - a. Seeking Clarification on Informal Items.
 - Council Members may directly approach professional staff members to obtain additional information needed to supplement, upgrade or enhance their knowledge to improve decision making.
 - b. Handling Complaints.
 - Complaints made to members of the Council should be directly referred to the Office of the City Manager for processing.
7. We, as a Council, shall recognize the work of the City as a team effort. All Council Members shall work together in a collaborative process, assisting each other the Mayor or Presiding Officer in conducting the affairs of the City.
8. We, as a Council, when responding to citizen requests or concerns, shall be courteous, respond to individuals in a positive manner and may, when appropriate, route their concerns and interests through City Staff.
9. We, as a Council, are encouraged to work with the City Manager at our mutual convenience, to discuss current issues, policies, concerns, and City projects.
10. We, as a Council, will operate as a whole. Issues of concern to individual Council Members will be brought to the attention of the Council as a unit for review and consideration. Ex parte communications will be disclosed to all Council business.
11. We, as a Council, shall be responsible for monitoring the City's progress in attaining established goals and objectives.
12. We, as a Council, acknowledge that each Council Member has the right to agree or disagree with any council action or policy and to discuss his or her position on an issue with their constituents. We further agree that such discussions should be conducted with decorum and with the goal of informing the citizenry and fostering confidence in the operation of the City.
13. We, as a Council, shall be prepared by reviewing City materials and will engage in a program of development toward improving our policy and decision making capabilities.
14. We, as a Council, shall be committed to developing short and long range planning goals for the future needs of the City.

**STATEMENT OF ACKNOWLEDGMENT
CONFLICT OF INTEREST/CODE OF ETHICS**

I, _____, am a member of the City of Central Point City Council.

I acknowledge that I have received a current copy of the Central Point City Council Code of Ethics and will be prepared to discuss any modifications or changes to it for the next fiscal year. I am in conceptual agreement with the contents and agree to conduct myself as a member of the Council in a manner reflecting high ethical standards.

I also acknowledge that I have received a copy of the Conflict of Interest Resolution adopted by the Council. I am not involved in any situation which could be construed as placing me in the position of having a potential conflict of interest with the City, except possibly the following:

Signature: _____

Date: _____

Resolution

Resolution of Intent



STAFF REPORT

STAFF REPORT
January 12, 2017

AGENDA ITEM:

Consider a Resolution of Intent to Initiate Miscellaneous Code Amendments (File No.16033). Initiate minor changes to Chapter 17 Zoning in the Central Point Municipal Code. **Applicant: Community Development Department**

STAFF SOURCE:

Tom Humphrey AICP, Community Development Director

BACKGROUND:

Staff has identified numerous housekeeping changes that should be made to Chapter 17, Zoning. The proposed changes do not affect current policy, but would clarify administration of current policies and standards. At this time staff is asking for authorization by the City Council in the form of a Resolution of Intent (Attachment A) proceeding with completion of the proposed code amendments. Upon approval, staff will notify the Department of Land Conservation and Development (DLCD) and schedule public hearings with the Planning Commission for a recommendation and the City Council for final action. The City Council may propose additional amendments that can be discussed and added to this authorization/resolution.

PROPOSED CHANGES:

The proposed amendments are:

Amendment 1, Section 17.08.010 Definitions, specific

Consideration:

“Alley” should be redefined to be consistent with definition of “Alley” in Chapter 16, Subdivisions.

“Tiny Homes” are becoming more popular and may need to be defined.

“Frontage” as it is currently written creates some confusion with yard setback measurements for lots abutting a dedicated street, which can include an alley, or highway.

“Lot, Corner” needs to be adjusted for proposed changes in the definition of “Alley”, and “Frontage”

“Lot Coverage” to maintain consistency throughout the zoning code. Currently, lot coverage for standard zoning and TOD zoning differ in method of calculation.

Dwelling Unit definitions have two sets of definitions in the code; standard definitions and TOD definitions. For dwelling units these definitions need to be revisited and made consistent. As an example the term “Dwelling, Single-Family” uses the term “detached”. Technically any residence that is on its own lot, whether attached or detached is a single-family residence.

Amendment 2, Section 17.65.050, Table 2 and Table 5, TOD District/Corridor Zoning Standards

Rear Yard Setback. Currently 15 feet in the TOD LMR and MMR, propose to reduce to 10 feet consistent with the R-2 and R-3 districts, which are similar in density and use.

17.65.050 (F)(3)(a) As currently written parking in the TOD is subject to the parking standards in 17.64 with some exceptions. One of the exceptions requires that, “Fifty percent of all residential off-street parking areas shall be covered. Accessory unit parking spaces are not required to be covered.” Proposed change would remove this requirement entirely relying on 17.64 for the determination of covered parking. This modification removes the covered parking requirement for multi-family housing.

Amendment 3, Section 17.67.040(A)(9)(b), refers to design requirements for off-street pedestrian access ways. Currently, there are two types of off-street access ways; Major and Minor. Section 17.67.040(A)(9)(b) needs to add the term “Major” to distinguish it from the minor off-street access ways in Section 17.67.040(A)(9)(c)

Amendment 4, Section 17.24.050(H)(2), allows use of TOD standards in the R-2 district per Section 17.65. For clarification a reference to Table 2 needs to be added. Table 2 controls site design standards.

Amendment 5, Section 17.28.050(B) same fix as Amendment 4, adding a reference to Table 2. Amendment 6, Section 17.75 – Design & Development Standards.

Amendment 6, Section 17.75.039, add minimum standards for off-street parking back-up/turn. This primarily applies to residential development.

Amendment 7, Section 17.67.070(D), this section of the codes uses the term “shall” and sometimes “should” for describing architectural design requirements. It is appropriate for the Planning Commission to evaluate the use of “should” and replacing with “shall”.

Amendment 8, Sections 17.20.020(J). Add: at the discretion of the applicant, a development application within the R-1 zoning district shall be subject to 1) The normal base zone requirements as identified in this chapter; or 2) The TOD-LMR requirements as set forth in Chapter [17.65](#).

Amendment 9, Sections 17.37.030(E), 17.44.030(A)(20) and 17.46.030(29), to remove medical marijuana dispensaries prohibited pursuant to the November 8, 2016 election results.

Amendment 10, Sections 8.24.090 Establishment of floodplain development permit, revise development review permit procedure types as referenced in 17.05.

ATTACHMENTS:

Attachment “A” - RESOLUTION NO. _____ A RESOLUTION DECLARING THE CITY COUNCIL’S INTENT TO INITIATE AN AMENDMENT TO THE CENTRAL POINT MUNICIPAL CODE CHAPTER 17, ZONING TO CLARIFY THE ADMINISTRATION OF CURRENT POLICIES AND STANDARDS

ACTION:

Discuss proposed changes and initiate a Code Amendment by Resolution using the provisions in 17.10.200(B).

RECOMMENDATION:

Deliberate and 1) Approve a Resolution of Intention to Amend the Municipal Code; 2) Defer a Resolution of Intention to the Planning Commission.

RESOLUTION NO. _____

**A RESOLUTION DECLARING THE CITY COUNCIL'S INTENT TO INITIATE AN
AMENDMENT TO THE CENTRAL POINT MUNICIPAL CODE CHAPTER 17,
ZONING TO CLARIFY THE ADMINISTRATION OF CURRENT POLICIES AND
STANDARDS**

RECITALS:

- A. An amendment of the Central Point Municipal Code (Zoning) may be initiated by adoption of a resolution of intention by the City Council (Chapter 17.10.200); and
- B. The City Council has reason to believe that current policies in the zoning code are unclear and that the City and prospective development permit applicants would be benefitted by clarifying policies and standards.
- C. The City Council determines that it is in the City's economic interest and that the public necessity and convenience and general welfare support such an amendment.

The City of Central Point resolves:

Section 1: By this resolution the City Council authorizes the Community Development Department to proceed with consideration of amendments to the zoning code, including necessary and related changes to other municipal code sections.

Section 2: Unless otherwise authorized by the City Council the amendments shall be limited to those stipulated in the staff report dated, January 12, 2017.

Section 3: Prior to formal application for the actions cited in Section 1 of this resolution the requirements of Section 17.10 et seq of the City of Central Point Municipal Code shall be met.

PASSED by the Council and signed by me in authentication of its passage this 12th day of January, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

City Council Resolution No. _____ (1/12/2017)

Resolution

Adopting Agreement for Visitor Information Center



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

January 12th, 2016

AGENDA ITEM: Review and possible renewal of a 2+-year agreement between the City of Central Point and the Central Point Chamber of Commerce for operation of the Visitors Information Center.

STAFF SOURCE:

Chris Clayton, City Manager

BACKGROUND/SYNOPSIS:

In September of 2014 the City negotiated a new/revised agreement with the Central Point Chamber of Commerce for operation of the Central Point Visitors Information Center (VIC). The 2014 agreement included some significant changes in terms of how the Chamber of Commerce would operate the VIC as well as the Chamber's obligations for financial reporting.

The 2014 agreement included an automatic 2-year renewal provision that would become effective October 1st, 2016 (10/1/2016 - 9/30/2018). However, given historical concerns and the increased requirements contained in the 2014 agreement, staff felt it was prudent to review current agreement status with council prior to allowing the automatic renewal to occur.

Following City Council review in September of 2016, staff was directed to make recommended modifications of agreement and negotiate a new multi-year lease agreement for current Chamber of Commerce/VIC office space.

AREAS OF MODIFICATION

In the proposed agreement staff has recommend significant changes in the following areas:

1. Term of the Agreement
2. Accounting and Financial Reporting
3. Reduced Payment Structure
4. Property Lease Situation

FISCAL IMPACT:

The 2015-2017 City of Central Point Budget allocated \$220,000 for General Fund/City Enhancement/Tourism Promotion. All non-event specific funding related to the operation of the Visitors Information Center is programmed in this budget line item. Event specific funding that is programmed for the Central Point Chamber of Commerce is allocated under General Fund/City Enhancement/Community Events.

Should the Council choose to renew the Visitors Information Center operational agreement, the agreement specifies VIC funding levels at \$22,400 per year. However, the city's annual contribution depends on budgetary authority granted by the Central Point Budget Committee & City Council. Prior to budget authorization for VIC funding the Central Point Chamber of

Commerce is required to present a proposed annual budget, and provide details on operational specifics, goals and objectives.

ATTACHMENTS:

1. Proposed Visitor Center Agreement.
2. Proposed Lease Agreement.
3. City Enhancement Fund Financial Statement.
4. Resolution approving 2+-year extension (October 1st, 2016 – June 30th, 2019) of agreement between the City of Central Point and Central Point Chamber of Commerce for operation of the Visitor Information Center.

RECOMMENDATION:

1. Amend agreement as necessary.
2. Adopt resolution approving a 2-year extension (October 1st, 2016 – September 30th, 2019) of the agreement between the City of Central Point and Central Point Chamber of Commerce for operation of the Visitors Information Center.

PUBLIC HEARING REQUIRED:

A public hearing is not required for this item but allowing public comment on the proposed agreement renewal is appropriate.

SUGGESTED MOTION:

I move to adopt resolution number _____ approving a 2+-year extension of the agreement between the City of Central Point and Central Point Chamber of Commerce for operation of the Visitors Information Center.

VISITOR CENTER AGREEMENT

THIS AGREEMENT by and between the CITY OF CENTRAL POINT, a municipal corporation of the State of Oregon hereinafter called "the CITY", and the CENTRAL POINT CHAMBER OF COMMERCE, an Oregon not-for-profit corporation hereinafter called "the CHAMBER," is effective as of October 1, 2016.

RECITALS

WHEREAS, the CITY desires to contract for tourism promotion utilizing funds derived in whole or in part from transient lodging taxes ("TLT") collected within the CITY; and

WHEREAS, the CHAMBER has the capability and desire to undertake such a tourism promotion program, through a Visitor Information Center ("VIC");

NOW THEREFORE the parties agree as follows:

SECTION I TERM AND RENEWAL

This Agreement is effective beginning October 1, 2016. Its initial term extends through June 30, 2019. Unless this Agreement is terminated under Section II below, it will automatically be renewed for two years (July 1, 2019 – June 30, 2021), on the same terms, except for the payments to be made as described in Section III below and except to the extent the parties may choose to amend or modify the Agreement under Section XII below. Payments for the renewal period will be determined as set forth in Section V below.

SECTION II TERMINATION

1. Either party, for any reason, upon one hundred eighty (180) days prior written notice to the other, may terminate this Agreement without further obligations. Notwithstanding this general rule:

- a) Either party may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within ninety (90) days after such notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination. Provided, however, if said default cannot reasonably be cured within ninety (90) days, then this Agreement shall not terminate if the defaulting party uses reasonable efforts and diligence to commence curing said problem within the 90-day period and completes the cure of said problem within a reasonable time thereafter. Such termination will be without prejudice to a party's rights to other legal or equitable remedies for breach of this Agreement, such as the right to recover money damages for such breach.

- b) This Agreement will terminate, without further action by the parties and without further obligations, in either of the following events:
 - 1. If the CITY's appropriation of funds for this Agreement in any fiscal year fails to equal or exceed the budget submitted by the CHAMBER to the CITY under Section V below, or the CITY's schedule for payment of funds differs from that budget, this agreement will terminate on June 30 of the last fiscal year for which sufficient funds are appropriated and paid; or
 - 2. If sufficient funds are not available for this Agreement this agreement will terminate on June 30 of the fiscal year in which funds are not sufficient.

The CITY certifies that funds for this Agreement are included in the CITY's budget for the current fiscal year which ends on June 30, 2017. The CITY, in compliance with the appropriation of funds requirements in ORS 294.305 to 294.565, will in good faith endeavor to budget and appropriate such funds for subsequent fiscal years. If funds are not appropriated for this agreement for any fiscal year after 2016-2017, the CITY will notify the CHAMBER, and this Agreement will terminate on June 30 of the last fiscal year for which sufficient funds are appropriated.

SECTION III CITY FUNDING FOR VISITOR INFORMATION CENTER

During the term of this Agreement, unless otherwise stipulated in the budget submitted by the CHAMBER to the CITY under Section V below, the CITY shall pay to the CHAMBER, from funds lawfully appropriated, a monthly amount equal to one-twelfth of the CHAMBER's approved budget for the VIC for the CHAMBER's fiscal year in question (for VIC purposes, and for purposes of this Agreement, the CHAMBER's fiscal year is July 1 -June 30, although for other purposes, the CHAMBER operates on a calendar-year basis). Such monthly payments will be no later than the 10th business day of each month (a "business day" is a day that is neither a weekend nor an official holiday under Oregon state law). However, inasmuch as the initial term of this Agreement ends on June 30, 2019, and it may thereafter be renewed, the CITY's payments will be:

- a) For the initial term of this Agreement, the current appropriated amount for visitor's information center (VIC) operation is \$22,400 per year (\$1866.67/month).
- b) For successive terms the parties acknowledge and agree that the VIC will be funded by the CITY in amounts, and according to the schedule of payments, set forth in the CHAMBER's approved budget submitted to the CITY under Section V below, provided that if such funding is not appropriated, the CHAMBER may terminate this Agreement as provided in Section IIb above. Inasmuch as TLT is expected to be the primary or exclusive source of funds for the VIC under this Agreement, the CHAMBER understands and agrees that use and expenditure of TLT is subject to the requirements of ORS 320.300 to 320.350, and the parties will follow these requirements with respect to TLT.
- c) The City of Central Point is currently leasing office space for the operation of the Central Point Chamber of Commerce & Visitor's Information Center. The office space is located at 650 E. Pine Street and the current lease agreement remains valid until December 31, 2019, a copy of which is attached hereto as Exhibit "A". Future lease agreements/funding will be subject to city council approval.

SECTION IV

SERVICES TO BE PROVIDED

- a) The CHAMBER's purpose for operating the VIC is to provide local citizens and visitors with information about Central Point area visitor facilities, recreational opportunities, services offered by the CITY and other relevant governmental entities, and services provided by private nonprofits and other nongovernmental organizations and charities in the Central Point area; and other information that is reasonable for the CHAMBER to provide by means of a VIC, given the limits of the CHAMBER's budget, the level of funds available for the VIC, and the hours the VIC is open.
- b) The CHAMBER shall operate the VIC with an office and telephone service, regularly open and available to the public. The CHAMBER Board of Directors, in its discretion, will determine the VIC's hours of operation, provided that office and telephone service to the public will be available at least 25 hours each week during daytime hours; the CHAMBER may choose to include Saturday in this 25-hour week, or limit hours of operation to weekdays.
- c) The CHAMBER's activities in furtherance of its purposes for the VIC will include marketing and promotion of tourism and promotion of economic development, and providing information necessary to support such activities. Specific examples of activities the CHAMBER will conduct include:
 - 1. Production, display and distribution of promotional brochures;
 - 2. Advertising in local and regional publications;
 - 3. Providing information about services offered by the CITY and other governmental and nongovernmental entities;
 - 4. Providing the public with maps, brochures and other information about the Central Point and the surrounding area;
 - 5. Publicizing local and regional entertainment, events, and tourist attractions, and tourist destinations;
 - 6. Informing the public about restaurants, lodging, and similar accommodations that may be of interest to visitors;
 - 7. Publicizing opportunities for the development and promotion of tourism and tourism related businesses; and
 - 8. Assisting with and promoting annual events which foster CHAMBER goals.

SECTION V BUDGET

Beginning no later than February 1, 2017, and the first business day of each February thereafter, for as long as this Agreement remains in effect (including renewal periods), the CHAMBER shall submit a detailed program and revenue request for the VIC'S upcoming fiscal year to the CITY. The proposal shall become part of the CITY's annual budget appropriation process. The proposal will include a copy of the CHAMBER's board-approved VIC operating budget for the next fiscal year. The proposal also will include the CHAMBER's projected goals and objectives for the VIC for the next fiscal year. (Example: On February 1, 2017, the CHAMBER will submit the proposal, including the budget, for the VIC for the year July 1, 2017 -June 30, 2018.)

SECTION VI ACCOUNTING AND REPORTING

- a) The CHAMBER will separately account for VIC monies apart from its general books of account. The City Finance Director or his/her designee may examine this separate VIC accounting during normal business hours after providing written notification to the CHAMBER, at least 48 hours prior to the time such examination is to be held. Nothing contained herein shall be interpreted to grant the CITY access to the general books, papers, and accounting records of the CHAMBER, or to any other records of the CHAMBER not directly related to the VIC.
- b) The CHAMBER shall account to the CITY for monies received from the CITY for the VIC. This accounting will be provided by the seventh business day of the first month following the end of each fiscal-year quarter. The accounting shall refer to the three calendar months preceding the accounting. (Example: The October accounting will be for July - September). The CHAMBER shall forward this report to the CITY Finance Department.
- c) The CHAMBER also shall file with the CITY, with each quarterly accounting, a program report. This report will cover the same time period as the accounting submitted under Section VI(b) above. If the Chamber fails to meet the accounting/reporting requirements described in this section VI(a-c) of this Agreement, CITY may withhold future monthly payments of appropriated funds until proper accounting/reporting required under this Section is provided. CITY shall not be required to pay interest or penalties for such delayed payment, where the delay is caused by CHAMBER's failure to properly account/report to CITY.
- d) The CHAMBER shall maintain adequate accounting records of all revenues and expenditures covered by this Section VI, with supporting invoices, for a period of three (3) years.
- e) It is understood and agreed that the CITY may appropriate funds derived from any source it chooses to fund the VIC under this Agreement. Even so, it is understood that TLT will most likely be the source of such funds. Therefore, if the CITY's projections for future collection of TLT change during the CITY'S fiscal year, the CITY will advise the CHAMBER of the CITY's changes in projections for TLT collection within forty (40) days after the close of the CITY's fiscal year- quarter in which the change in collection projections occurred.
- f) CHAMBER shall report to CITY quarterly analytic contact information. Such reports shall summarize the total number of contacts via telephone, email, website, and personal visits as well as such other information compiled by CHAMBER to detail its promotion of tourism and public information.

SECTION VII CITY REPRESENTATIVE

The CHAMBER's board of directors will, no later than October 31st, 2016, appoint an advisory committee for the VIC. This advisory committee will meet at least once each fiscal-year quarter while this Agreement is in effect, beginning in the October 1-December 31, 2016, quarter. The advisory committee will provide the CITY with notification of the date, time, and location of its meetings, at least 14 days before the scheduled date of the meeting, except that in the case of emergency or specially-scheduled meetings, the notification will be (if possible) at least four days before the meeting is to take place. The CITY will appoint a city council liaison to sit as a member of this committee, and this individual will be entitled to a seat on the committee. Nothing in this section will affect the right of the CHAMBER's board of directors to conduct the CHAMBER's business under the CHAMBER's bylaws and other governing documents. However, if requested

by the board, the appointed city council liaison will be available to attend regularly scheduled chamber board meetings.

SECTION VIII. INSURANCE

The CHAMBER shall carry insurance as follows:

- a. Workers' compensation coverage in accordance with Oregon law; and
- b. Commercial general liability insurance for the VIC, with a reputable insurance carrier, naming the CITY, elected officials, officers, agents and employees as an additional insured. The insurance limits shall be a minimum of \$1 million per occurrence and \$2 million aggregate. Evidence of such insurance coverage, in the form of a certificate from the CHAMBER's insurer, will be provided to the CITY within fifteen (15) days from the end of each calendar-year. The CHAMBER also will furnish a new certificate of coverage to the CITY forthwith, upon any change of insurance carrier by the CHAMBER. The CHAMBER may not cancel this insurance without at least thirty (30) days prior written notice to the CITY.

SECTION IX INDEMNIFICATION

a. CHAMBER will indemnify defend and hold CITY, its elected officials, officers, agents and employees, harmless from and against all claims, demands, actions, costs and expenses, including attorneys' fees and costs of defense, which may be incurred by or asserted against CITY, arising out of or resulting CHAMBER's acts and omissions and the acts and omissions of CHAMBER's officers, subcontractors, agents and employees.

b. CITY will indemnify defend and hold CHAMBER, its officers, agents and employees, harmless from and against all claims, demands, actions, costs and expenses, including attorneys' fees and costs of defense, which may be incurred by or asserted against CHAMBER, arising out of CITY's acts and omissions and the acts and omissions of CHAMBER's officers, subcontractors, agents and employees.

SECTION X COMPLIANCE WITH LAWS

The CHAMBER will comply with the provisions of all federal, state and local laws and ordinances that are applicable to the VIC and its operations.

**SECTION XI
STATUS AS AN INDEPENDENT CONTRACTOR**

In the performance of the work, duties, and obligations required of the CHAMBER under this agreement, it is mutually understood and agreed that the CHAMBER is at all times acting and performing as an independent contractor and not an agent, partner, or joint venture with the CITY. The CITY shall neither have nor exercise any control over the methods by which the CHAMBER performs its work and functions. The parties acknowledge that any contracts entered into between the CHAMBER and any third party are not an obligation of the CITY, and the CHAMBER must not represent that it has the power or authority to contractually bind or obligate the CITY.

**SECTION XII
MODIFICATION**

This Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of each of the parties, by their duly authorized representatives.

**SECTION XIII
ASSIGNMENT**

The responsibility for performing the CHAMBER's services under the terms of this Agreement shall not be assigned, transferred, delegated or otherwise referred by the CHAMBER to a third person without the prior written consent of the CITY.

**SECTION XIV
NOTICES**

For purposes of this Agreement, notices by one party to the other are deemed to be made if in writing, sent by certified mail, return receipt requested to the other party, addressed as follows:

A. For the CHAMBER: Executive Director
Central Point Chamber of Commerce
150 Manzanita St.
Central Point, OR 97502

B. For the CITY: City Manager
City of Central Point
140 S. 3rd Street
Central Point, OR 97502

IN WITNESS WHEREOF, this agreement is entered into as of _____, 2017.

CITY OF CENTRAL POINT

CENTRAL POINT CHAMBER OF
COMMERCE

City Manager

Director

LEASE

THIS Lease ("Lease"), is made and entered into as of this _____ day of January, 2017 ("Effective Date"), by and between Freel & Associates, LLC ("Lessor"), and the City of Central Point, an Oregon municipal corporation ("Lessee"). Lessee and Lessor are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

Article 1

AGREEMENT TO LEASE

Lessor owns certain real estate, including land and improvements, commonly known as **650 East Pine Street, Central Point**, Jackson County, Oregon (the "Property"), as shown and legally described on Exhibit A. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, a portion of the Property as follows.

Article 2

PREMISES

2.1 Description

Lessor hereby leases to Lessee, on the terms and conditions stated below, certain space consisting of approximately **1050 square feet** (Chamber = 850 sq. ft./ Visitor Center = 200sq.ft.) of indoor space (the "Premises") in the building ("Building") located within the Property, together with all improvements located in, or to be made thereto by either Lessor or Lessee, in the Premises. The Premises represents a **9%** (1050/11264) proportionate share of the Property. The Premises is shown on Exhibit B. Lessor makes no warranty as to the exact square footage of the Premises.

2.2 Permitted Use

Lessee will use the Premises only for the following purpose: Office and visitor center ("Permitted Use"). No other use may be made of the Premises without the prior written approval of Lessor.

2.3 Compliance with Laws and Regulations

Lessee will comply with all applicable state, federal, and local laws, ordinances, rules, and regulations, including but not limited to, local fire codes, zoning regulations, and occupancy codes. Lessee will promptly provide to Lessor copies of all communications to or from any government entity that relate to Lessee's noncompliance, or alleged noncompliance, with any laws or other government requirements impacting the Premises.

2.4 Limits on Use

Lessee will not use, nor permit anyone else to use, the Premises in a manner, nor permit anything to be done in the Premises, that (a) adversely impacts, or is likely to adversely impact, the Premises, the Property, or any element or part of the Premises or the Property, or the operations of the Premises or the Property; (b) creates any condition that is a safety hazard; (c) creates a condition that may increase the rate of fire insurance for the Premises or the Property or would prevent Lessor from taking advantage of any ruling of an insurance rating bureau that would allow Lessor to obtain reduced rates for its insurance policies, or violates any requirements of Lessee's insurance carrier; or (d) creates a hazard or a nuisance to other tenants or occupants of the Property.

2.5 Condition of Premises / No Warranties

Lessor makes no warranties or representations regarding the condition of the Premises or the Property, including, without limitation, the suitability of the Premises for intended uses or the

condition of the improvements. Lessee has inspected and accepts the Premises in its "AS IS" condition upon taking possession. Lessor will have no liability to Lessee, and Lessee will have no claim against Lessor, for any damage, injury, or loss of use caused by the condition of the Premises or the Property. Lessee is solely responsible for thoroughly inspecting the Premises and ensuring that it is in compliance with all laws.

2.6 Lessor's Maintenance / Repair Obligation

Lessor is responsible for maintaining the structural integrity of the Building exterior walls, foundation, roof, **heating and cooling system**, sprinkler system, and any shared loading docks and doors unless damage is caused by Lessee. Lessee will promptly notify Lessor of any damages or noticed defect to any of the foregoing.

2.7 Americans with Disabilities Act

Compliance with the Americans with Disabilities Act ("ADA") is dependent on Lessee's specific use of the Premises. Lessor makes no warranties or representations about whether the Premises comply with the ADA or any similar state or local legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises to achieve ADA or other similar law compliance, Lessee agrees to make any such necessary modifications, additions, or both at Lessee's expense.

Article 3 TERM

3.1 Initial Term

The term of this Lease will commence on **January 1, 2017** (the "Commencement Date"), and continue for a **lease term of 36 months**, expiring on **December 31, 2019** ("Expiration Date"), unless sooner terminated under the terms of this Lease ("Initial Lease Term"). As used herein "Lease Term" means the Initial Lease Term and, if extended, also includes the Extension Term.

3.2 Extension Option

If the Lessee is not then in Default of this Lease (as defined in Article 12), Lessee will have an option to **extend the Initial Lease Term ("Extension Option") for up to ONE additional TWO year renewal term, each of which constitute an "Extension Term," on the same terms and conditions as herein provided**, except for the Basic Rent, which will be increased at the beginning of any Extension Term as set forth in Article 4. An Extension Option may be exercised by written notice given to Lessor not less than 90 days, nor more than 120 days before the expiration of the Initial Lease Term or any Extension Term. Failure to exercise any Extension Option will terminate any subsequent Extension Option(s).

Article 4 RENT

4.1 Basic Rent Amount and Due Date

The base monthly rent ("Basic Rent") for the Initial Lease Term is \$1200.00. Basic Rent is due and payable commencing on the Commencement Date and on the first day of each and every month thereafter during the Lease Term.

4.2 Additional Rent

This Lease is a "modified gross lease" ~~"triple net lease,"~~ meaning that unless otherwise specifically provided herein, Lessee is responsible to pay all ~~insurance, utilities, taxes, and other costs~~ associated with the Premises, with ~~some of those charges~~ being billed annually by Lessor ~~directly~~ to Lessee commencing with the amount due on the November 2016 tax bill. ~~and others being included in the CAM Charges (defined in section 4.7.2), of which Lessee will pay Lessee's~~

proportionate share (9%) of taxes. ~~as more particularly described in section 4.7.2.~~ All amounts due hereunder in addition to the Basic Rent are deemed "Additional Rent." Any reference to "Rent" herein includes Basic Rent and Additional Rent.

4.3 Basic Rent Rate Escalation

Basic Rent will shall be increase on each anniversary of the Commencement date by 2% ("Minimum Escalation") or by the CPI-U increase, whichever is greater. CPI-U increase shall be calculated by determining the percentage that the CPI-U index increased during the prior 12 months. The CPI-U index shall mean the CPI-U for Portland, Oregon. The index base period shall be 1982-1984=100. Any successive Extension Terms shall be increased in the same manner, with the Minimum Escalation or the CPI-U increase applied to the previous Extension Term's Basic Rent.

4.4 Security Deposit

4.4.1 Amount of Security Deposit

Upon execution of this Lease, Lessee will deposit **with Lessor and continuously maintain a "Security Deposit" in the amount of \$800.00 (This has been prepaid with previous lease and is already credited to lessee)**

4.4.2 Use of Security Deposit

The Security Deposit secures Lessee's full and faithful performance and observance of all of Lessee's obligations under this Lease and under any other written agreement between Lessee and Lessor specifically referring to the Security Deposit. The Security Deposit will not be considered to be held in trust by Lessor for the benefit of Lessee, may be commingled with other funds of Lessor, and will not be considered an advance payment of Rent or a measure of Lessor's damages in the case of an Event of Default (defined in section 12.1) by Lessee. Lessor may, but will not be obligated to, after 10 days' advance written notice is delivered to Lessee in accordance with section 17.9, draw on and apply the Security Deposit (including all interest earned thereon) to: (a) pay any delinquent Basic Rent or other Rent not paid within the applicable time period, if any, under section 12.1.1; and/or (b) remedy any violation of this Lease, after Lessee has received notice and opportunity to cure under section 12.1.2, if a notice and opportunity to cure is required under this Lease. If Lessor applies any of the Security Deposit to any of the above, Lessee will, immediately upon demand, replenish the Security Deposit to its full amount. If Lessee fully performs all of its obligations under this Lease, the Security Deposit, or any balance remaining thereof, will be returned to Lessee within 30 days after the Expiration Date or earlier termination of this Lease and delivery of the Premises back to Lessor. However, if a reasonable question exists concerning Lessee's full compliance with this Lease, or if there is any obligation under this Lease to be performed after the Expiration Date or earlier termination of this Lease, Lessor may require that the Security Deposit remain in place until Lessor is satisfied that there has been no violation of this Lease and all obligations due under this Lease have been fully performed, even if it takes Lessor longer than 30 days to make such a determination to Lessor's reasonable satisfaction.

4.5 Taxes

Lessee agrees to pay, on or before the date they become due, Lessee's proportionate share of all taxes, assessments, special assessments, user fees, and other charges, however named, that, after the Effective Date and before the expiration of this Lease, may become a lien or that may be levied by any state, county, city, district, or other governmental authority on the Premises, any interest of Lessee acquired under this Lease, or any possessory right that Lessee may have in or to the Premises by reason of its occupancy thereof, as well as all taxes, assessments, user fees, or

other charges on all property, real or personal, owned or leased by Lessee in or about the Premises (collectively, "Taxes"), together with any other charge levied wholly or partly in lieu thereof. Taxes are considered Additional Rent under this Lease. All Taxes are paid to the taxing authority by Lessor and are paid to Lessor by Lessee annually when billed by Lessor. ~~through the monthly CAM Charges (defined in section 4.7.2).~~

4.6 Operating Expenses and Utilities

Lessee will promptly pay any and all charges for ~~gas, electricity, telephone, garbage,~~ Internet, and all other charges for utilities or services that may be furnished directly to the Premises. ~~If any such utilities or services are not separately metered or invoiced to Lessee, Lessor will equitably apportion the charges, based on the percentage that the Premises area bears to the total utility usage. Lessee will timely pay its apportioned share on a monthly basis as invoiced by Lessor.~~

Lessor has no responsibility to provide any utility services to the Premises that are not already in place. If additional services are required, Lessee will obtain Lessor's permission for their installation, at Lessee's sole cost and expense. Lessee will have access to the utility corridors of the Building as needed. ~~Lessee also agrees to pay its proportionate share of monthly CAM Charges (defined in section 4.7.2), which cover, among other things, Taxes, water, sewer, insurance, parking lot maintenance, certain Building repairs and capital expenditures, and lighting for the Common Areas (defined in section 4.7).~~

4.7 Common Areas

The "Common Areas" consist of certain unleased areas and facilities outside the Premises and within the exterior boundary line of the Property and interior utility raceways and installations that are designated by Lessor to be for the general nonexclusive use of Lessor, Lessee, all other tenants of the Property. The Common Areas include but are not limited to parking areas, certain loading and unloading areas, garbage and debris disposal areas, roadways, walkways, driveways, and landscaped areas. Lessee has the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof. Under no circumstances does the right to use the Common Areas include the right to store any property, either temporarily or permanently, in the Common Areas. Any such storage will be permitted only by the prior written consent of Lessor and may be revoked at Lessor's convenience. If any unauthorized storage occurs, Lessor will have the absolute right, without notice and in addition to the other rights and remedies that it may otherwise have at law or under this Lease, to remove the property to Lessee's Premises or a storage area and to charge the cost to Lessee, which cost will be immediately payable upon demand by Lessor. The removal will not be considered any form of bailment.

4.7.1 Lessor's Authority over Common Areas

Lessor has the exclusive control, management, and maintenance of the Common Areas and has the right to establish, modify, amend, and enforce rules and regulations for the management, safety, care, and cleanliness of the Common Areas, the parking and unloading of vehicles, and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Property and their invitees. Lessee agrees to abide by and conform to such rules and regulations, and will use its best efforts to cause its employees, suppliers, shippers, customers, contractors, and invitees to so abide and conform. Lessor will not be responsible to Lessee for any noncompliance with any rules and regulations by other tenants of the Property. Lessor has the right, in Lessor's sole discretion, from time to time: (a) to make

changes to the Common Areas, including, without limitation, changes in the location, size, shape, and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, landscaped areas, walkways, and utility raceways, and changes to the ingress, egress, and direction of traffic; (b) to close any of the Common Areas temporarily for maintenance purposes as long as reasonable access to the Premises remains available; (c) to designate land outside the current boundaries of the Property to be a part of the Common Areas; (d) to add additional buildings and improvements to the Common Areas; (e) to utilize the Common Areas as Lessor deems appropriate while engaged in making additional improvements, repairs, or alterations to the Property, or any portion thereof; and (f) to perform any other acts and make any other changes in, to, or with respect to the Common Areas and Property as Lessor may, in the exercise of reasonable business judgment, deem to be necessary or appropriate.

~~4.7.2 Common Area Maintenance and Operating Charges~~

~~Throughout the Lease Term, Lessee will pay to Lessor, as Additional Rent, Lessee's proportionate share of all Common Area Maintenance and Operating Expenses, as hereinafter defined, incurred by Lessor for maintenance of the Common Area. As used herein, Lessee's proportionate share of such charges will be calculated by dividing the approximate square footage of the Premises by the approximate square footage of the Building. "Common Area Maintenance and Operation Expenses" or "CAM Charges" are defined as all costs incurred by Lessor relating to the ownership, operation, repair, and maintenance of the Property, including, but not limited to, the following:~~

~~(a) — All Common Area improvements, including parking areas, loading and unloading areas, trash disposal areas, roadways, parking areas, security booths, sidewalks and walkways, driveways, landscaped areas, bumpers, irrigation systems, lighting, fences and gates, elevators, Building exteriors, roofs, and roof drainage systems.~~

~~(b) — Exterior signs and any tenant directories.~~

~~(c) — The cost of water, gas, electricity, telephone, and internet to service the Common Areas.~~

~~(d) — Trash disposal, recycling, pest control services, property management, security services, the cost to repaint or repair the exterior of any structures, and the cost of any environmental inspections not attributable to a specific tenant.~~

~~(e) — Reserves set aside for maintenance, repair, or replacement of Common Area improvements and equipment, including the Building.~~

~~(f) — Taxes (as defined in section 4.5 and excluding any Taxes directly assessed to any Tenant).~~

~~(g) — The cost of any insurance maintained by Lessor pursuant to Article 8.~~

~~(h) — Any deductible portion of any insured loss concerning the Building or the Common Areas.~~

~~(i) — Management, accounting, attorney fees, and all other costs related to the operation, maintenance, repair, and replacement of the Property.~~

~~(j) — Any other services provided by Lessor that are stated elsewhere in this Lease to be CAM Charges.~~

~~Nothing contained herein imposes any obligation on Lessor to provide any of the improvements or services listed above that are not already provided to the Property.~~

~~4.7.3 CAM Exclusions~~

~~CAM Charges and Taxes that are specifically attributable to any tenant, to any other tenant building in the Property, or to the operation, repair, and maintenance thereof, will be~~

~~allocated entirely to that tenant or other building. However, any CAM Charges and Taxes that are not specifically attributable to any tenant, to any other tenant building within the Property, or to the operation, repair, and maintenance thereof, will be equitably allocated by Lessor to all tenants within the Property, including Lessee. CAM Charges will not include any expenses paid by any tenant directly to third parties or expenses for which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.~~

~~4.7.4 Common Area Payments~~

~~Lessee's Share of CAM Charges is payable monthly along with the Basic Rent. The amount of the payments will be based on Lessor's estimate of the annual CAM Charges. Within 60 days after written request (but not more than once each year), Lessor will deliver to Lessee a reasonably detailed statement showing Lessee's proportionate share of the actual CAM Charges incurred during the preceding year. If Lessee's payments during that year exceed Lessee's proportionate share, Lessor will credit the amount of the overpayment against Lessee's future payments. If Lessee's payments during that year were less than Lessee's proportionate share, Lessee will pay to Lessor the amount of the deficiency within 30 days after delivery by Lessor to Lessee of the statement.~~

4.8 Late Charge

If Lessee fails to pay any Rent required to be paid under this Lease within 10 days after it is due, there shall be a late charge of 5 percent of the overdue payment. In addition to the late charge, all amounts of Rent past due will bear interest at a "Delinquency Rate" of 12 percent per annum from the due date until paid in full.

4.9 Time and Place of Payments

Lessee will pay Lessor Basic Rent monthly, in advance, and on the first day of the month without abatement, deduction, or offset. Additional Rent will be paid on or before the due date. Payment of all Rent will be made to Lessor to the address set forth in section 17.9 or such other place as Lessor may designate in accordance with the requirements of section 17.9.

4.10 Acceptance of Rent

Lessor's acceptance of a partial payment of Rent will not constitute a waiver of any Event of Default (defined in section 12.1), nor will it prevent Lessor from exercising any of its other rights and remedies granted to Lessor under this Lease, by law, or in equity. Any endorsements or statements on checks of waiver, compromise, payment in full, or any other similar restrictive endorsement will have no legal effect. Lessee will remain in violation of this Lease and will remain obligated to pay all Rent due, even if Lessor has accepted a partial payment of Rent. Acceptance of a late but full payment of Rent (including Rent plus all interest due thereon at the Delinquency Rate) will constitute a waiver and satisfaction of that late payment, violation, or Default only and will not constitute a waiver of any other late payment, violation, or Default.

Article 5

LESSEE OBLIGATIONS

5.1 Repairs and Maintenance

Lessee is responsible for all maintenance, repair, replacement, and refurbishment of the Premises, including all improvements thereon, including but not limited to: interior walls, flooring, ceilings, doors & windows and related hardware, light fixtures, switches, wiring and plumbing from point of entry to premises, built in cabinetry, whether owned by Lessor or Lessee, except those items set forth in section 2.6, which are Lessor's responsibility unless damaged due to Lessee's negligence, failure to perform its repair and maintenance

responsibilities, improper performance of repair and maintenance responsibilities, or misuse of the Premises (including overloading the floors or improperly stressing the roof supports), and in that case Lessee will be assessed for the damage caused by Lessee. Lessor will also maintain the Common Areas, as more particularly described in sections 4.7.1 and 4.7.2 above. Lessor has no other maintenance obligations to Lessee. If work performed by Lessor is required due to the negligence, neglect, or misconduct of Lessee, Lessee will promptly reimburse Lessor the cost of the work, plus interest thereon at the Delinquency Rate from the date the expense was incurred by Lessor until reimbursed by Lessee. Other than routine and customary repairs and maintenance, Lessee acknowledges that Lessee does not have the right to make any alterations to the Premises without the prior written consent of Lessor. Lessee will keep the Premises in good repair and clean condition, free and clear of accumulation of rubbish, debris, scrap materials, and litter. Lessee will ensure that no Hazardous Substance release occurs on the Premises at any time, as more particularly described in section 11.1.7. Lessee will commit no waste on the Premises or in the Common Areas.

5.2 Construction of Improvements

Lessee will undertake no construction, alteration, or changes on or to the Premises, without the prior written consent of Lessor. In some cases, construction bonding may be required by Lessor, in Lessor's reasonable judgment. Lessee will notify Lessor of any construction or repair work that might disturb any existing asbestos or lead paint if present, and Lessor will cooperate with Lessee to provide requested information concerning the same. Any construction or work on the Premises that could cause disruption to lead paint or asbestos must be done only after receipt of the prior written consent of Lessor, and any disruption must be conducted strictly in accordance with all applicable environmental, health, safety, and disposal laws and regulations. Lessor will have no construction obligations except to maintain those systems described in section 2.6.

5.3 Notice of Nonresponsibility

At least three days before commencing any approved work on the Premises that may give rise to a right to place a statutory lien on the Premises, Lessee will give written notice to Lessor of the date on which any such work is to commence so that Lessor may post, at appropriate places, statutory notices of nonresponsibility.

5.4 No Liens

Lessee agrees to pay, when due, all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment that have been provided or ordered with Lessee's consent to the Premises. If any lien is filed against the Premises that Lessee wishes to protest, then Lessee will immediately notify Lessor of the basis for its protest and must deposit cash with Lessor, or procure a bond acceptable to Lessor, in an amount sufficient to cover the cost of removing the lien from the Premises. Failure to remove the lien or furnish the cash or a bond acceptable to Lessor within 15 days will constitute an Event of Default (defined in section 12.1) under this Lease, Lessor will be entitled to satisfy the lien without further notice to Lessee, and Lessee will immediately reimburse Lessor for any sums paid to remove any such lien.

5.5 Lessor Access to Premises

Lessor and its respective agents have the right to enter the Premises for the purposes of: (a) confirming the performance by Lessee of all obligations under this Lease, (b) doing any other act that Lessor may be obligated or have the right to perform under this Lease, and (c) for any other lawful purpose. Such entry will be made on reasonable advance notice and during normal business hours, when practical, except in cases of emergency or a suspected violation of this

Lease or the law. Lessee waives any claim against Lessor for damages for any injury or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the entry except to the extent caused by the gross negligence or willful misconduct of Lessor. Lessor will use reasonable efforts to disturb Lessee's operations as little as reasonably possible during any of Lessor's repair and maintenance work. Lessee will provide Lessor with keys to all gates and doors in, on, or about the Premises, and Lessor will have the right to use any and all means that Lessor may deem reasonable to open the gates and doors in an emergency to obtain entry to the Premises.

5.6 Safety Requirements

Lessee will conduct its operations, activities, and duties under this Lease in a safe manner and in compliance with all safety standards imposed by applicable federal, state, and local laws and regulations. Lessee will require the observance of the foregoing by all subcontractors and all other persons transacting business with or for the Lessee in any way connected with the conduct of Lessee under this Lease. Lessee will exercise due and reasonable care and caution to prevent and control fire on the Premises and to that end will provide and maintain fire suppression equipment approved by FM Global or an equivalent insurance company and other fire protection equipment as may be required under applicable governmental laws, ordinances, statutes, and codes for the purpose of protecting the improvements adequately and restricting the spread of any fire from the Premises to any property adjacent to the Premises, all at Lessee's sole cost and expense. Lessee will be solely responsible for provision and maintenance of fire extinguishers, but not for sprinkler systems. Lessee will, however, promptly notify Lessor if Lessee observes any problems relating to the sprinkler system and will do nothing to damage or disable the sprinkler system or any smoke detectors located within the Premises or Property.

5.7 Signs

Lessee will not erect, install, nor permit on the Premises any sign or other advertising device without first having obtained Lessor's written consent. Lessee will remove all signs and sign hardware upon termination of this Lease and restore the sign location to its former state, unless Lessor, in its sole option, elects to retain all or any portion of the signage.

5.8 Continuous Operations

During the Lease Term, Lessee will continuously maintain its operations on the Premises and will advise Lessor, in writing, if Lessee intends to cease operations for any period long than 15 consecutive days. During any period when Lessee is not operating on the Premises, Lessee will nonetheless be required to abide by and comply with all provisions of this Lease. Lessee will not abandon the Premises.

Article 6 SECURITY AND SANITATION

6.1 Security

Lessee acknowledges that numerous other parties and tenants occupy or have access to the Property and that Lessee is solely responsible for any and all its property located on the Premises or within the Property. Lessee waives any claim against Lessor for any loss or damage to Lessee's property. Lessor will not be responsible for the actions of any other tenants or other third parties who may come onto the Property or the Premises.

6.2 Handling of Trash

Lessee will be responsible for the adequate sanitary handling of all trash and other debris for the Premises and will provide for its timely removal to the holding area designated by Lessor.

Lessee will gather, sort, and transport all garbage, refuse, and recyclable materials as needed from the Premises. Lessee will provide and use suitable fireproof receptacles for all trash and other refuse temporarily stored on the Premises. Lessee will not permit boxes, cartons, barrels, pallets, scrap piles, or other similar items to be piled or stored in the Common Areas or within view of the Common Areas unless otherwise approved, in writing, by Lessor. Lessee will cooperate with Lessor in the implementation of any recycling program that Lessor may have in place from time to time. Lessee will not allow trash or debris of any nature to accumulate on the Premises and will store all trash and debris in a manner that will prevent it from being a health or safety hazard or creating an unsightly condition in and around the Premises.

Article 7

INSURANCE REQUIREMENTS

7.1 Insurance Amounts

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Lessee under this Lease. The amounts listed indicate only the minimum amounts of insurance coverage that Lessor is willing to accept to help ensure full performance of all terms and conditions of this Lease. All insurance required of Lessee by this Lease must meet all the minimum requirements set forth in this Article 7.

7.2 Certificates; Notice of Cancellation

On or before the Commencement Date, Lessee will provide Lessor with certificates of insurance establishing the existence of all insurance policies required under this Lease. Thereafter, Lessor must receive notice of the expiration or renewal of any policy at least 30 days before the expiration or cancellation of any insurance policy. No insurance policy may be canceled, revised, terminated, or allowed to lapse without at least 30 days prior written notice to Lessor. Insurance must be maintained without any lapse in coverage continuously for the duration of this Lease. Cancellation of insurance without Lessor's consent will be deemed an immediate Event of Default (defined in section 12.1) under this Lease. Lessee will give Lessor certified copies of Lessee's policies of insurance promptly upon request.

7.3 Additional Insured

Lessor will be named as an additional insured in each required liability policy and, for purposes of damage to the Premises, as a loss payee. The insurance will not be invalidated by any act, neglect, or breach of contract by Lessee. On or before the Commencement Date, Lessee must provide Lessor with a policy endorsement naming Lessor as an additional insured as required by this Lease.

7.4 Primary Coverage and Deductible

The required policies will provide that the coverage is primary, and will not seek any contribution from any insurance or self-insurance carried by Lessor. Unless otherwise approved in writing and in Lessor's sole discretion, the deductible on any insurance policy cannot exceed \$5,000.00.

7.5 Company Ratings

All policies of insurance must be written by companies having an A.M. Best rating of "A" or better, or the equivalent. Lessor may, upon 30 days written notice to Lessee, require Lessee to change any carrier whose rating drops below an "A" rating.

7.6 Required Insurance

At all times during this Lease, Lessee will provide and maintain the following types of coverage:

7.6.1. General Liability Insurance

Lessee will maintain a commercial general liability policy (including coverage for broad form contractual liability, sudden and accidental spill coverage on land and on water, and any personal injury liability) for the protection of Lessee, and insuring Lessee and Lessor against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the Premises or occasioned by reason of the operations or actions of Lessee. All such coverage must name Lessor as an additional insured. All such coverage must be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate for bodily injury and property damage for all coverage specified herein.

7.6.2 Workers' Compensation Insurance

Lessee will maintain, in full force and effect, Workers' Compensation insurance for all Lessee's employees, including coverage for employer's liability, as required by Oregon law.

7.7. Waiver of Subrogation

Lessee and Lessor each waive any right of action that they and/or their respective insurance carriers might have against Lessor for any loss, cost, damage, or expense (collectively "Loss") to the extent that the Loss is covered by any property insurance policy or policies required to be maintained under this Lease and to the extent that the proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Lessee and Lessor also waive any right of action they and/or their insurance carriers might have against Lessor or Lessee (including their respective employees, officers, or agents) for any Loss to the extent the Loss is a property loss covered under any applicable automobile liability policy or policies required by this Lease. If any of Lessee's or Lessor's property or automobile insurance policies do not allow the insured to waive the insurer's rights of subrogation before a Loss, each will cause the policies to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this section 7.7. Nothing contained herein will be construed to relieve Lessee from any Loss suffered by Lessor that is not fully covered by Lessor's insurance described in Article 8. Lessee will be liable for any uninsured Loss (including any deductible) if the Loss was caused by any act or omission of Lessee or any of Lessee's employees, agents, contractors, or invitees.

Article 8

LESSOR INSURANCE

Lessor will maintain liability insurance for the Property, as generally described in section 7.6.1, in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee will not, however, be named as an additional insured on the policy. Lessor will obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor and to any lender insuring loss or damage to the Building shell and Lessor-owned improvements located within the Building and Common Areas. The amount of the insurance must be equal to the full insurable replacement cost of Lessor-owned Common-Area improvements and the Building shell, foundation, roof, systems, loading docks, and doors, excluding Lessee's improvements (including Lessee-added utilities), as the same will exist from time to time, or the amount required by any lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee-owned or installed improvements, alterations, utility installations, trade fixtures, and personal property will all be insured by Lessee for their full insurable value. Lessor may elect to self-insure or partially self-insure. Lessor may also elect not to insure certain elements of the Common Areas if insurance coverage is not available at a commercially reasonable cost to the Building shell, foundation, or Building system.

Article 9

DAMAGE OR DESTRUCTION

In the event of partial or full damage or destruction to the Premises or the Property, the following will apply:

9.1 Definitions

9.1.1 Partial Damage

“Partial Damage” means damage or destruction that can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor will notify Lessee in writing within 30 days from the date of the damage or destruction about whether the damage is partial or total. Partial Damage does not include damage to windows, doors, or other similar improvements, or systems that Lessee has the responsibility to repair or replace under the provisions of this Lease.

9.1.2 Total Destruction

“Total Destruction” means damage or destruction to the Building shell, foundation, roof, or building systems that cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor will notify Lessee in writing within 30 days from the date of the damage or destruction about whether the damage is partial or total.

9.1.3 Insured Loss

“Insured Loss” means damage or destruction to improvements on the Premises that was caused by an event required to be covered by Lessor’s insurance described in Article 8, irrespective of any deductible amounts or coverage limits involved.

9.1.4 Replacement Cost

“Replacement Cost” means the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto (or to a higher standard if required by current applicable law), including demolition and debris removal and without deduction for depreciation.

9.1.5 Hazardous Substance Condition

“Hazardous Substance Condition” means the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in section 11.1.6, in, on, or under the Premises or Building, that requires repair, remediation, or restoration.

9.2 Partial Damage—Insured Loss

If a Partial Damage that is an Insured Loss occurs, then Lessor will, at Lessor’s expense, repair the damage (but not to Lessee’s trade fixtures or Lessee’s other improvements) as soon as reasonably possible, and this Lease will continue in full force and effect. Notwithstanding the foregoing, if the required insurance was not in force, Lessor will promptly contribute the shortage in proceeds as and when required to complete the repair. If, however, there is a shortage of proceeds due to the fact that, by reason of the unique nature of the Building, full-replacement cost insurance coverage was not commercially reasonable and available, Lessor will have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same within 10 days following receipt of written notice of the shortage and request therefor. If Lessor receives the funds within the 10-day period, Lessor will complete the repairs as soon as reasonably possible, and this Lease will remain in full force and effect. If the funds are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (a) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease will remain in full force and effect; or (b) have this Lease

terminate 30 days thereafter. Lessee will not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Lessee will be responsible to make any repairs to any of its own improvements to the Premises, including all of its trade fixtures.

9.3 Partial Damage—Uninsured Loss

If a Partial Damage that is not an Insured Loss occurs to the Building, unless caused by a negligent or willful act of Lessee (in which event Lessee will make all the repairs at Lessee's expense), Lessor may either: (a) repair the damage as soon as reasonably possible at Lessor's expense, in which event this Lease will continue in full force and effect; or (b) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of the damage. The termination will be effective 60 days following the date of the notice. If Lessor elects to terminate this Lease, Lessee will have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of the damage without reimbursement from Lessor. Lessee will provide Lessor with the funds within 30 days after making such commitment. In that event, this Lease will continue in full force and effect, and Lessor will proceed to make the repair as soon as reasonably possible after the required funds are available. If Lessee does not provide funds, this Lease will terminate as of the date specified in the termination notice. To the extent that damages to the Common Areas constitute an Uninsured Loss, Lessor may elect to repair those damages and recover the uninsured portion thereof through CAM Charges. If the uninsured damage was caused by the negligence or misconduct of Lessee, Lessor will have the right to recover Lessor's full damages from Lessee.

9.4 Total Destruction

If Total Destruction occurs, this Lease will terminate 30 days following the destruction. If the damage or destruction was caused by the negligence or misconduct of Lessee, Lessor will have the right to recover all of Lessor's damages from Lessee, except as provided in the waiver of subrogation as set forth in section 7.7, less any deductible, and including all Basic Rent that would otherwise have been due through the end of the Lease Term, mitigated only to the extent required by state law.

9.5 Damage near End of Lease

If at any time during the last six months of this Lease there is damage for which the cost to repair exceeds one month's Basic Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of the damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of the damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising the option, and (b) providing Lessor with any shortage in insurance proceeds needed to make the repairs on or before the earlier of (i) the date that is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day before the date on which the option expires. If Lessee duly exercises the option during such period and provides Lessor with funds to cover any shortage in insurance proceeds, Lessor will, at Lessor's commercially reasonable expense, repair the damage as soon as reasonably possible, and this Lease will continue in full force and effect. If Lessee fails to exercise the option and provide the funds during such period, then this Lease will terminate on the date specified in the termination notice and Lessee's option will be extinguished.

9.6 Abatement of Rent; Lessee's Remedies

9.6.1 Abatement

In the event of Partial Damage, Total Destruction, or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Basic Rent payable by Lessee for the period required for the repair, remediation, or restoration of the damage will be abated in proportion to the degree to which Lessee's use of the Premises is impaired. All other obligations of Lessee hereunder will be performed by Lessee, and Lessor will have no liability for any such damage, destruction, remediation, repair, or restoration, except as provided in section 9.6.

9.6.2 Remedies

If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, the repair or restoration within 90 days after the obligation accrues, Lessee may, at any time before the commencement of the repair or restoration, give written notice to Lessor of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of the notice. If Lessee gives the notice and the repair or restoration is not commenced within 30 days thereafter, this Lease will terminate as of the date specified in the notice. If the repair or restoration is commenced within 30 days, this Lease will continue in full force and effect. "Commence" means either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Waiver of Certain Alternative Rights

To the extent allowed by law, Lessor and Lessee agree that the terms of this Lease will govern the effect of any damage to or destruction of the Premises and Property with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

Article 10

TERMINATION OF LEASE

Upon termination of this Lease, Lessee will deliver all keys to Lessor and surrender the Premises broom clean, in good condition, ordinary wear and tear excepted. Alterations constructed by Lessee with permission from Lessor are not to be removed or restored to the original condition unless required by Lessor, as provided in section 10.1. All repairs for which Lessee is responsible will be completed before the surrender.

10.1 Title to Lessee Improvements upon Termination

All improvements, excluding Personal Property (defined in section 10.2) and Lessee trade fixtures, located on the Premises at the expiration or earlier termination of this Lease, will, at Lessor's option, become the sole property of Lessor. Notwithstanding the foregoing, Lessor reserves the right, in its sole discretion, to require Lessee to remove some or all the improvements placed on the Premises by Lessee from the Premises upon termination of this Lease. Lessor will give Lessee at least 30 days' advance written notice of the need to remove any improvements. Thereafter, Lessee will have the longer of 30 days after such notice is given or the last day of the Lease Term to remove the improvements that Lessor has designated for removal. Rent will continue to accrue at the holdover rate until all improvements that Lessor has designated for removal are removed.

10.2 Lessee's Personal Property

Removable decorations, detached floor coverings, signs, blinds, furnishings, trade fixtures, and other personal property, and any fuel tanks placed on the Premises by Lessee ("Personal Property") will remain the property of Lessee. At or before the termination of this Lease, Lessee, at Lessee's expense, will remove from the Premises any and all of Lessee's Personal Property and will repair any damage to the Premises resulting from the installation or

removal of the Personal Property. Any items of Lessee's Personal Property that remain on the Premises after the termination date of this Lease may either be: (a) retained by Lessor without any requirement to account to Lessee therefor; or (b) removed and disposed of by Lessor, without any requirement to account to Lessee therefor, with Lessor being entitled to recover all costs thereof from Lessee.

10.3 Time for Removal

The time for removal of any Personal Property or improvements made by Lessee that Lessee is required to remove from the Premises on termination will be as follows: (a) by the Expiration Date; or (b) if this Lease is terminated unexpectedly before the Expiration Date, then all removal must occur within 10 days following the actual termination date, and Lessee must continue to pay all Rent due until such time as all of Lessee's Personal Property and the improvements required to be removed have been properly and completely removed.

10.4 Holdover

Lessee has no holdover rights. If Lessee fails to vacate the Premises at the time required, Lessor will have the option to treat Lessee as a holdover Lessee from month to month, subject to all the provisions of this Lease except that the Basic Rent will be 150 percent of the then-current Basic Rent, or to eject Lessee from the Premises and recover damages caused by wrongful holdover. If a month-to-month holdover tenancy results, it will be terminated at the end of any monthly rental period on 30 days' written notice from Lessor, and Lessee waives any notice that would otherwise be provided by law with respect to such tenancy.

Article 11

ENVIRONMENTAL OBLIGATIONS OF LESSEE

11.1 Definitions

As used in this Lease, the following terms are defined as follows:

11.1.1 Aboveground Storage Facility

"Aboveground Storage Facility" or "AST Facility" includes aboveground storage tanks, aboveground piping, dispensers, related underground and aboveground structures and equipment, including without limitation associated spill containment features and oil-water separators, and the surrounding area used in connection with the operation for fueling and other management of Hazardous Substances.

11.1.2 Best Management Practices

"Best Management Practices" means those environmental or operational standards: (a) implemented by a business or industry group pertinent to Lessee's operations as a matter of common and accepted practice, (b) articulated by a trade association or professional association pertinent to Lessee's operations, (c) developed by Lessee for use in its operations, (d) developed by pertinent state or local regulatory agencies for a business or industry group pertinent to Lessee's operations, or (e) developed from time to time by Lessor in cooperation with Lessee.

11.1.3 Environmental Audit

"Environmental Audit" means an environmental site assessment and compliance audit satisfying, at a minimum, the "all appropriate inquiry" requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC § 9601(35)(B); the Oil Pollution Act, as amended, 33 USC § 2703(d)(4); 40 CFR Part 312; ORS 465.255(6); ASTM E1527-13 (Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process); and any other compliance assessment or auditing standards, including ASTM E2107-06 (Standard Practice for Environmental Regulatory Compliance Audits), relevant and appropriate to Lessee's use of the Premises, or the successors

to any of these criteria or standards. If as a result of such an Environmental Audit, additional evaluation, testing, or analysis, or supplemental audit work is recommended, then the Environmental Audit includes the additional evaluation, testing, or analysis, or supplemental audit work scoped and performed in accordance with commercially reasonable practices.

11.1.4 Environmental Costs

“Environmental Costs” will be interpreted in the broadest sense to include, but are not necessarily limited to: (a) costs or expenses relating to any actual or claimed violation of or noncompliance with any Environmental Law; (b) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (c) the cost, expense, or loss to Lessor as a result of any injunctive relief, including preliminary or temporary injunctive relief, applicable to Lessor or the Premises; (d) all expenses of evaluation, testing, analysis, cleanup, remediation, removal, and disposal relating to Hazardous Substances, including fees of attorneys, engineers, consultants, paralegals, and experts; (e) all expenses of reporting the existence of Hazardous Substances or the violation of Environmental Laws to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (f) any and all expenses or obligations, including without limitation attorney and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom, whether or not taxable as costs, including without limitation attorney and paralegal fees, witness fees (expert and otherwise), deposition costs, copying, telephone and telefax charges, and other expenses; and (g) any damages, costs, fines, liabilities, and expenses that are claimed to be owed by any federal, state, or local regulating or administrative agency.

11.1.5 Environmental Laws

“Environmental Laws” will be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules, and ordinances (including those of the Oregon Department of Environmental Quality (DEQ) or any successor agency) now or hereafter in effect, as they may be amended from time to time, that in any way govern materials, substances, or products and/or relate to the protection of health, safety, or the environment.

11.1.6 Hazardous Substances

“Hazardous Substances” will be interpreted in the broadest sense to include any substance, material, or product defined or designated as hazardous, toxic, radioactive, or dangerous, regulated wastes or substances, or any other similar term in or under any Environmental Laws.

11.1.7 Hazardous Substance Release

“Hazardous Substance Release” includes the spilling, discharge, deposit, injection, dumping, emitting, releasing, placing, leaking, migrating, leaching, and seeping of any Hazardous Substance into the air or into or on any land, sediment, or waters, except any release in compliance with Environmental Laws and specifically authorized by a current and valid permit issued under Environmental Laws with which Lessee is in compliance at the time of the release, but not including within the exception any such release in respect of which the State of Oregon has determined that application of the State’s Hazardous Substance removal and remedial action rules might be necessary to protect public health, safety, or welfare, or the environment.

11.1.8 Natural Resources Damage

“Natural Resources Damage” is the injury to, destruction of, or loss of natural resources resulting from a Hazardous Substance Release. The measure of damage is the cost of restoring injured natural resources to their pre-Hazardous Substance Release baseline condition,

compensation for the interim loss of injured natural resources pending recovery, and the reasonable cost of a damage assessment. Natural resources include land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state, an Indian tribe, or a local government.

11.2 Limited Business Use of Hazardous Substances

Lessee is permitted to use, handle, and store Hazardous Substances as necessary to conduct its Permitted Uses and in quantities needed to conduct its Permitted Uses, in compliance with applicable Environmental Laws, Best Management Practices, and the provisions of this Lease.

11.3 Hazardous Substance Storage Tanks

Lessee may not operate mobile storage tanks (including fueling trucks), Aboveground Storage Tanks ("AST"), or any AST Facility for the storage of Hazardous Substances except with the prior written consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. For the purposes of this section 11.3, "Aboveground Storage Tank" or "AST" means any tank with a capacity of greater than 55 gallons. No underground storage tanks are allowed to be installed by Lessee on the Premises.

11.4 Soil or Waste

Lessee will not store, treat, deposit, place, or dispose of treated or contaminated soil, industry by-products, or any other form of waste on the Property or Premises, without the prior written consent of Lessor, which consent may be granted or denied in Lessor's sole discretion.

11.5 Environmental Inspection

Lessor reserves the right to inspect for Hazardous Substances and/or Lessee's management of Hazardous Substances on the Premises at any time, and from time to time, without notice to Lessee. If Lessor at any time during the Lease term or any extension thereof has reason to believe that Lessee is handling Hazardous Substances contrary to the requirements of this Lease, in violation of this Lease, or in any manner that may allow contamination of the Property or Premises, Lessor may, without limiting its other rights and remedies, cause to be conducted an Environmental Audit with respect to the matters of concern to Lessor. Lessee will cooperate with all such audits. If Lessor's suspicions are confirmed by the audit, Lessee will reimburse Lessor for the full cost of the audit.

11.6 Safety

Under the terms of this Lease, Lessee must comply with all applicable state, federal, and local laws and ordinances. As a part of this requirement, Lessee will maintain material safety data sheets for each and every Hazardous Substance used by Lessee, or Lessee's agents, employees, contractors, licensees, or invitees on the Property or Premises, as required under the Hazard Communication Standard in 29 CFR section 1910.1200, as it may be amended, redesignated, or retitled from time to time, and comparable state and local statutes and regulations. To ensure that such information is available to Lessor in the event of a spill or other emergency, all the information will be kept current at all times, and a copy of all such materials will be kept in a place known to and easily accessible to Lessor.

11.7 Disposal of Hazardous Substances

Lessee will not dispose of any Hazardous Substance, regardless of the quantity or concentration, within the storm or sanitary sewer drains or plumbing facilities within the Premises or the Property. The disposal of Hazardous Substances will be in approved containers, and Hazardous Substances will be removed from the Property or Premises only in accordance

with the law. If Lessee knows, or has reasonable cause to believe, that any Hazardous Substance Release has come to be located on or beneath the Property or Premises, Lessee must immediately give written notice of that condition to Lessor, whether or not the Hazardous Substance Release was caused by Lessee.

11.8 Lessee's Liability

11.8.1 Hazardous Substance Releases

Except as provided in section 11.8.3, Lessee will be responsible for any Hazardous Substance Release on the Property or Premises, on other properties, in the air, or in adjacent or nearby waterways (including groundwater) that results from or occurs in connection with Lessee's occupancy or use of the Property or Premises.

11.8.2 Lessee's Liability for Environmental Costs

Except as provided in section 11.8.3, Lessee will be responsible for all Environmental Costs arising under this Lease.

11.8.3 Limitation of Lessee's Liability

Notwithstanding anything to the contrary provided in this Lease, particularly in fz 11.9.2, Lessee will have no responsibility for any Hazardous Substances or Hazardous Substance Releases that: (a) existed on the Property or Premises before the Effective Date, except as assumed by Lessee under the Remediation Agreement; (b) were caused by Lessor or the agents, employees, or contractors of Lessor; or (c) Lessee can demonstrate migrated into the Premises from a source off-Premises that was not caused by Lessee.

11.9 Environmental Remediation

11.9.1 Immediate Response

In the event of a violation of applicable Environmental Laws, a violation of an environmental provision of this Lease, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which Lessee is responsible under this Lease, Lessee will immediately undertake and diligently pursue all acts necessary or appropriate to correct the violation or to investigate, contain, and stop the Hazardous Substance Release and remove the Hazardous Substance.

11.9.2 Remediation

Lessee will promptly undertake all actions necessary or appropriate to ensure that any Hazardous Substance Release is remediated and that any violation of any applicable Environmental Laws or environmental provision of this Lease is corrected. Lessee will remediate, at Lessee's sole expense, any Hazardous Substance Release for which Lessee is responsible under this Lease and will restore the Premises to its prior condition. Lessee will also remediate any Hazardous Substance Release for which it is responsible under this Lease on any other impacted property or bodies of water. The obligations of Lessee under this section 11.9.2 are subject to the limitations on Lessee's liability set forth in section 11.8.3.

11.10 Natural Resources Damages Assessment and Restoration

Lessee will promptly undertake, at Lessee's sole expense, all actions necessary to ensure that any Natural Resources Damage associated with Lessee's use or occupancy of the Property or Premises and the violation of Environmental Laws, the environmental provisions of this Lease, or any Hazardous Substance Release is investigated, determined, quantified, assessed, and permanently restored and compensated for, to the extent legally required by any natural resource trustee with jurisdiction over the matter.

11.10.1 Report to Lessor

Within 30 days following completion of any investigatory, containment, remediation, or removal action required by this Lease, Lessee will provide Lessor with a written report outlining, in detail, what has been done and the results thereof.

11.10.2 Lessor's Approval Rights

Except in the case of an emergency or an agency order requiring immediate action, Lessee will give Lessor advance notice before beginning any investigatory, remediation, or removal procedures. Lessor will have the right to approve or disapprove the proposed investigatory, remediation, or removal procedures and the company or companies and individuals conducting the procedures that are required by this Lease or by applicable Environmental Laws, whether on the Property, Premises, or any affected property or water. Lessor will have the right to require Lessee to contract for and fund oversight by any governmental agency with jurisdiction over any investigatory, containment, removal, remediation, and restoration activities and to require Lessee to seek and obtain a determination of no further action or an equivalent completion-of-work statement from the governmental agency.

11.11 Notice to Lessor

Lessee will immediately notify Lessor upon becoming aware of: (a) a violation or alleged violation of any Environmental Law; (b) any leak, spill, release, or disposal of a Hazardous Substance on, under, or adjacent to the Property or Premises or threat of or reasonable suspicion of any of the same; and (c) any notice or communication to or from a governmental agency or any other person directed to Lessee or any other person relating to such Hazardous Substances on, under, or adjacent to the Property or Premises or any violation or alleged violation of, or noncompliance or alleged noncompliance with, any Environmental Laws with respect to the Property or Premises.

11.12 Certification

Not later than 30 days after receipt of written request from Lessor, Lessee will provide a written certification to Lessor, signed by Lessee, that certifies that Lessee has not received any notice from any governmental agency regarding a violation of or noncompliance with any Environmental Law; or, if such a notice was received, Lessee will explain the reason for the notice, explain what has been done to remedy the problem, and attach a copy of the notice. Lessee will also certify that Lessee has obtained and has in force all permits required under Environmental Law. Lessee will make copies of all such permits available to Lessor upon request.

11.13 Documentation of Hazardous Substances

Lessee will maintain for periodic inspection by Lessor and deliver to Lessor, at Lessor's request, true and correct copies of the following documents (hereinafter referred to as the "Documents") related to the handling, storage, disposal, and emission of Hazardous Substances, concurrently with the receipt from or submission to a governmental agency: permits; approvals; reports and correspondence; storage and management plans; material safety data sheets (MSDS); spill prevention control and countermeasure plans; other spill contingency and emergency response plans; documents relating to taxes for Hazardous Substances; notice of violations of any Environmental Laws; plans relating to the installation of any storage tanks to be installed in, under, or around the Property or Premises (but the installation of tanks will be permitted only after Lessor has given Lessee its written consent to do so, which consent may be withheld in Lessor's sole discretion); and all closure plans or any other documents required by any and all

federal, state, and local governmental agencies and authorities for any storage tanks or other facilities installed in, on, or under the Property or Premises.

Article 12

LESSEE DEFAULT

12.1 Events of Default

The following will constitute an “Event of Default” if not cured within the applicable cure period as set forth below:

12.1.1 Default in Rent

Failure of Lessee to pay any Rent or other charge within 10 days after written notice from Lessor. However, Lessor will not be required to provide such notice more than 2 times in any calendar year. Thereafter, failure to pay Rent by the due date will be deemed an automatic Event of Default for which no additional notice or cure period need be granted.

12.1.2 Default in Other Covenants

Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within 10 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 10-day period, Lessee will be in compliance with this provision if Lessee begins correction of the default within the 10-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Notwithstanding the foregoing, if Lessee violates the same provision of this Lease more than 2 times in any given 1-year period, then the violation will constitute an immediate Event of Default for which no further notice or cure period need be granted by Lessor.

12.1.3 Insolvency

An assignment by Lessee for the benefit of creditors; filing by Lessee of a voluntary petition in bankruptcy; adjudication that Lessee is bankrupt or the appointment of receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within 30 days after filing; or attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy of execution within 30 days.

12.2 Remedies on Default

If an Event of Default occurs, Lessor, at Lessor’s sole option, may terminate this Lease by notice, in writing, in accordance with section 17.9. The notice may be given before or within any of the above-referenced cure periods or grace periods for default and may be included in a notice of failure of compliance, but the termination will be effective only on the expiration of the above-referenced cure periods or grace periods. If the Premises is abandoned by Lessee in connection with a default, termination may be automatic and without notice, at Lessor’s sole option.

12.2.1 Termination and Damages

If this Lease is terminated, Lessor will be entitled to recover promptly, without waiting until the due date, any past due Rent together with future Rent that would otherwise become due and owing up to and through the date fixed for expiration of the Lease Term; any damages suffered by Lessor as a result of the Event of Default, including without limitation all obligations of Lessee; and the reasonable costs of reentry and reletting the Premises, including without limitation, the cost of any cleanup, refurbishing, removal of Lessee’s Personal Property including fixtures, or any other expense occasioned by Lessee’s failure to quit the Premises upon

termination and to leave them in the condition required at the expiration of this Lease, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs. Lessor will have no obligation to mitigate damages, except as required by Oregon law at the time of termination.

12.2.2 Reentry after Termination

If the Lease is terminated or abandoned for any reason, Lessee's liability for damages will survive the termination, and the rights and obligations of the Parties will be as follows:

(a) Lessee will vacate the Premises immediately; remove any Personal Property of Lessee, including any fixtures that Lessee is required to remove at the end of the Lease Term; perform any cleanup, alterations, or other work necessary to leave the Premises in the condition required at the end of the term; and deliver all keys to Lessor.

(b) Lessor may reenter, take possession of the Premises, and remove any persons or Personal Property by legal action or by self-help with the use of reasonable force and without liability for damages.

12.2.3 Reletting

Following termination, reentry, or abandonment, Lessor may relet the Premises and in that connection may:

(a) Make any suitable alterations, refurbish the Premises, or both, or change the character or use of the Premises, but Lessor will not be required to relet for any use or purpose (other than that specified in the Lease) that Lessor may reasonably consider injurious to the Premises, or to any tenant that Lessor may reasonably consider objectionable.

(b) Relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

12.2.4 Right to Sue More Than Once

In an Event of Default, Lessor may elect to continue this Lease and to sue periodically to recover damages, and no action for damages will bar a later action for damages subsequently accruing.

12.2.5 Equitable Relief

Lessor may seek injunctive relief or an order of specific performance from any court of competent jurisdiction requiring that Lessee perform its obligations under this Lease.

12.3 No Waiver of Default

No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of partial Rent during the continuance of any breach, will constitute a waiver of the breach or of the agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, will be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

12.4 Remedies Cumulative and Nonexclusive

Each right and remedy of Lessor contained in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease, or existing at law or in equity, including without limitation suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any such rights or remedies will not preclude the simultaneous or

later exercise by Lessor of any other such rights or remedies. All such rights and remedies are nonexclusive.

12.5 Curing Lessee's Default

If Lessee fails to perform any of Lessee's obligations under this Lease, Lessor, without waiving the failure, may (but will not be obligated to) perform the same for the account of and at the expense of Lessee (using Lessee's Security Deposit or Lessor's own funds, when required), after the expiration of the applicable cure period set forth in section 12.1.2, or sooner in the case of an emergency. Lessor will not be liable to Lessee for any claim for damages resulting from such action by Lessor. Lessee agrees to reimburse Lessor, on demand, for any amounts Lessor spends in curing Lessee's Default. Any sums to be so reimbursed will bear interest at the Delinquency Rate.

12.6 Administrative Costs

If Lessor gives Lessee one written notice of a violation of a specific provision of this Lease, and Lessee violates the same provision again during the subsequent 12-month period, then in addition to all other rights and remedies set forth herein, Lessee agrees to reimburse Lessor for Lessor's administrative costs incurred in connection with any such subsequent violation. Failure by Lessee to pay the costs will be deemed an immediate Event of Default subject to all remedies set forth in this Article 12.

Article 13

LESSOR DEFAULT

13.1 Breach by Lessor

13.1.1 Notice of Breach

Lessor will not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this section 13.1.1, a reasonable time will in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address have been furnished to Lessee in writing for such purpose, of written notice specifying what obligation of Lessor has not been performed; however, a Lessor event of default will not occur if Lessor's performance is commenced within the 30-day period and thereafter diligently pursued to completion.

13.1.2 No Self-Help

In the event that neither Lessor nor any Lender of Lessor cures any breach within the applicable cure period, Lessee will be entitled to seek any of the remedies provided in section 13.1.3 but will not be entitled to take self-help action.

13.1.3 Remedies in the Event of a Lessor Default

If an uncured event of default is committed by Lessor, Lessee will be entitled to any remedies available at law or in equity for breach of lease; however, damages will be limited to actual damages, excluding consequential and punitive damages, and damages will also be limited to Lessor's interest in the Property and will be subordinate to the rights of Lessor's lenders.

Article 14

INDEMNITIES AND REIMBURSEMENT

14.1 General Indemnity

Lessee agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, and hold harmless Lessor from and against any and all actual or alleged claims, damages, expenses, costs, fees (including but not limited to attorney, accountant, paralegal, expert, and escrow fees), fines, liabilities, losses, penalties, proceedings, and/or suits (collectively "Costs") that may be imposed on or claimed against

Lessor, in whole or in part, directly or indirectly, arising from or in any way connected with (a) any act, omission, or negligence by Lessee or its partners, officers, directors, members, managers, agents, employees, invitees, or contractors; (b) any use, occupation, management, or control of the Premises or Property by Lessee, whether or not due to Lessee's own act or omission; (c) any condition created in or about the Premises or Property by Lessee, including any accident, injury, or damage occurring on or about the Premises or Property during this Lease as a result of Lessee's use thereof; (d) any breach, violation, or nonperformance of any of Lessee's obligations under this Lease; or (e) any damage caused on or to the Premises or Property by Lessee's use or occupancy thereof. As used throughout Article 14, "Lessee" includes all of Lessee's partners, officers, directors, members, managers, agents, employees, invitees, and contractors.

14.2 Environmental Indemnity

Without in any way limiting the generality of the foregoing General Indemnity set forth in section 14.1, Lessee will be solely responsible for and agrees to defend (using legal counsel reasonably acceptable to Lessor, taking into account insurance defense requirements), indemnify, and hold harmless Lessor from and against all Environmental Costs claimed against or assessed against Lessor arising, in whole or in part, directly or indirectly, from acts or omissions of Lessee on or about the Premises or Property. Notwithstanding the foregoing, Lessee will not be responsible for, and does not indemnify Lessor for, any actions of Lessor or any other tenant that cause environmental damage or a violation of any Environmental Law on the Premises or Property.

14.3 Reimbursement for Damages

Lessee will fully compensate Lessor for harm to Lessor's real or personal property caused by the acts or omissions of Lessee. This compensation will include reimbursement to Lessor for any diminution in value of or lost revenue from the Premises or other areas of the Property or adjacent or nearby property caused by a Hazardous Substance Release, including damages for loss of, or restriction on use of, rentable or usable property or of any amenity of the Premises or Property, including without limitation damages arising from any adverse impact on the leasing or sale of the Premises or Property as a result thereof.

14.4 Survival

This Article 14 will survive the termination of this Lease with respect to all matters arising or occurring before surrender of the Premises by Lessee.

14.5 Scope of Indemnity

For purpose of this Article 14, references to "Lessor" are deemed to include its respective officers, directors, employees, agents, invitees, and contractors.

Article 15

ASSIGNMENT AND ESTOPPELS

15.1 Consent Required

This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor.

15.1.1 Lessor hereby consents to the sublease of the Premises to the Central Point Chamber of Commerce.

15.2 Estoppel Certificate

Each Party agrees to execute and deliver to the other, at any time and within 20 days after written request, a statement certifying, among other things: (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, stating the modifications); (b) the

dates to which Rent has been paid; (c) whether the other Party is in default in performance of any of its obligations under this Lease and, if so, specifying the nature of each such default; and (d) whether any event has occurred that, with the giving of notice, the passage of time, or both, would constitute a default and, if so, specifying the nature of each such event. Each Party will also include any other information concerning this Lease as is reasonably requested. The Parties agree that any statement delivered under this section 15.2 will be deemed a representation and warranty by the Party providing the estoppel that may be relied on by the other Party and by its potential or actual purchasers and lenders, regardless of independent investigation. If either Party fails to provide the statement within 20 days after the written request therefor, and does not request a reasonable extension of time, then that Party will be deemed to have given the statement as presented and will be deemed to have admitted the accuracy of any information contained in the request for the statement.

Article 16

CONDEMNATION

If the Premises or any interest therein is taken as a result of the exercise of the right of eminent domain or under threat thereof (a "Taking"), this Lease will terminate with regard to the portion that is taken. If either Lessee or Lessor determines that the portion of the Property or Premises taken does not feasibly permit the continuation of the operation of the facility by either the Lessee or Lessor, this Lease will terminate. The termination will be effective as of the date of the Taking. Any condemnation award relating to the Property or Premises will be the property of Lessor. Lessee will not be entitled to any proceeds of any such award, except Lessee will be entitled to any compensation attributed by the condemning authority to Lessee's relocation expense, trade fixtures, or loss of business.

Article 17

GENERAL PROVISIONS

17.1 Covenants, Conditions, and Restrictions

This Lease is subject and subordinate to the effect of any covenants, conditions, restrictions, easements, loans, mortgages, deeds of trust, ground leases, rights of way, and any other matters of record now or hereafter imposed on the Property and to any applicable land use or zoning laws or regulations. Lessee will, upon request of Lessor, execute and deliver agreements of subordination in the form reasonably requested by Lessor and described in section 17.22.

17.2 Nonwaiver

Waiver by either Party of strict performance of any provision of this Lease will not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

17.3 Attorney Fees

If any suit, action, or other proceeding (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Lease or to interpret or enforce any rights or obligations hereunder, the prevailing Party will be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. Payment of all such fees also applies to any administrative proceeding, petition for review, trial, and appeal. Whenever this Lease requires one Party to defend the other Party, the defense

will be by legal counsel acceptable to the Party to be defended, understanding that claims are often covered by insurance with the insurance carrier designating the defense counsel.

17.4 Time of Essence

Time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Lease.

17.5 No Warranties or Guarantees

Lessor makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises or Property, or suitability of the Premises or Property for Lessee's use. Lessor will not be responsible for any loss, damage, or costs that may be incurred by Lessee by reason of any such condition.

17.6 No Implied Warranty

In no event will any approval, consent, acquiescence, or authorization by Lessor be deemed a warranty, representation, or covenant by Lessor that the matter approved, consented to, acquiesced in, or authorized is appropriate, suitable, practical, safe, or in compliance with any applicable law or this Lease. Lessee will be solely responsible for such matters, and Lessor will have no liability therefor.

17.7 Construction

In construing this Lease, all headings and titles are for the convenience of the Parties only and are not considered a part of this Lease. Whenever required by the context, the singular includes the plural and vice versa.

17.8 Lessor Consent or Action

If this Lease is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard is the sole discretion of Lessor, rather than any standard of implied good faith or reasonableness. If Lessee requests Lessor's consent or approval under any provision of the Lease and Lessor fails or refuses to give the consent or approval, Lessee will not be entitled to any damages as a result of the failure or refusal, whether or not unreasonable.

17.9 Notices

All notices required under this Lease will be deemed to be properly served when actually received or on the third Business Day (defined in section 17.16) after mailing, if sent by certified mail, return receipt requested, to the last address previously furnished by the Parties hereto in accordance with the requirements of this section 17.9. Until hereafter changed by the Parties by notice in writing, sent in accordance with this section 17.9, notices must be sent to the following addresses:

If to Lessor: Freel & Associates, LLC
 P. O. Box 587
 Shady Cove, OR 97539

If to Lessee: _____

The addresses to which notices are to be delivered may be changed by giving notice of the change in address in accordance with this Notice provision.

17.10 Governing Law

This Lease is governed by and will be construed according to the laws of the State of Oregon, without regard to its choice-of-law provisions. Any action or suit to enforce or construe

any provision of this Lease by either Party will be brought in the Circuit Court of the State of Oregon for Josephine County.

17.11 Survival

Any covenant or condition (including, but not limited to, environmental obligations and all indemnification agreements) set forth in this Lease, the full performance of which is not specifically required before the expiration or earlier termination of this Lease, and any covenant or condition that by its terms is to survive, will survive the expiration or earlier termination of this Lease and will remain fully enforceable thereafter.

17.12 Partial Invalidity

If any provision of this Lease is held to be unenforceable or invalid, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties to the extent possible. In any event, all the other provisions of this Lease will be deemed valid and enforceable to the fullest extent.

17.13 Modification

This Lease may not be modified except by a writing signed by the Parties.

17.14 Successors

The rights, liabilities, and remedies provided in this Lease will extend to the heirs, legal representatives, and, as far as the terms of this Lease permit, successors and assigns of the Parties. The words "Lessor," "Lessee," and their accompanying verbs or pronouns, whenever used in the Lease, apply equally to all persons, firms, or corporations that may be or become parties to this Lease.

17.15 Limitation on Liability of Lessor

The obligations under this Lease do not constitute any personal obligation of Lessor or any of its owners, members, partners, shareholders, officers, directors, or employees, and Lessee has no recourse against any of them. Lessor's liability under this Lease is strictly limited to whatever interest it holds in the Premises, subject to and subordinate to any rights of the lenders or secured creditors of Lessor.

17.16 Calculation of Time

Unless referred to in this Lease as Business Days, all periods of time referred to in this Lease include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period extends to include the next day that is not a Saturday, Sunday, or Legal Holiday. "Legal Holiday" means any holiday observed by the federal government. "Business Day" means any day Monday through Friday, excluding Legal Holidays.

17.17 Exhibits Incorporated by Reference

All exhibits attached to this Lease are incorporated by reference herein.

17.18 Brokers

Lessee and Lessor each represent to one another that they have not dealt with any leasing agent or broker in connection with this Lease, and each agrees to indemnify and hold harmless the other from and against all damages, costs, and expenses (including attorney, accountant, and paralegal fees) arising in connection with any claim of an agent or broker alleging to have been retained by the other in connection with this Lease. Lessee and Lessor acknowledge Jeanne Freel is a licensed Real Estate Broker in the State of Oregon and a member of Freel & Associates, LLC and her involvement in this contract is as a member of Freel & Associates, LLC with no commission owed by either party.

17.19 Interpretation of Lease; Status of Parties

This Lease is the result of arms-length negotiations between Lessor and Lessee and neither party shall be deemed to be the drafting party. Nothing contained in this Lease will be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship, between the Parties hereto.

17.20 No Recordation of Lease

This Lease will not be recorded.

17.21 Force Majeure

The time for performance of any of Lessee's or Lessor's obligations hereunder will be extended for a period equal to any hindrance, delay, or suspension in the performance of that Party's obligations, beyond the Party's reasonable control and directly impacting the Party's ability to perform, caused by any of the following events: unusually severe acts of nature, including floods, earthquakes, hurricanes, and other extraordinary weather conditions; civil riots, war, terrorism, or invasion; any delay occurring in receiving approvals or consents from any governmental authority, including DEQ or other agency review of environmental reports (as long as an application for the approval or consent was timely filed and thereafter diligently pursued); major fire or other major unforeseen casualty; labor strike that precludes the Party's performance of the work in progress; or extraordinary and unanticipated shortages of materials (each a "Force Majeure Event"). Lack of funds or willful or negligent acts of a Party will not constitute a Force Majeure Event. Further, it will be a condition to any extension of the time for a Party's performance hereunder that the Party notify the other Party within five Business Days following the occurrence of the Force Majeure Event and diligently pursue the delayed performance as soon as is reasonably possible.

17.22 Subordination

This Lease is subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed on the Property, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any Security Devices (in this Lease together referred to as "Lenders") have no liability or obligation to perform any of the obligations of Lessor under this Lease.

17.23 Attornment

If Lessor transfers title to the Property, or the Property is acquired by another upon the foreclosure or termination of any security interest to which this Lease is subordinated, (a) Lessee will, subject to the nondisturbance provisions of section 17.24, attorn to the new owner and, on request, enter into a new lease containing all the terms and provisions of this Lease, with the new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and the new owner; and (b) Lessor will thereafter be relieved of any further obligations hereunder and the new owner will assume all of Lessor's obligations, except that the new owner will not: (i) be liable for any act or omission of any prior lessor or with respect to events occurring before acquisition of ownership; (ii) be subject to any offsets or defenses that Lessee might have against any prior lessor; (iii) be bound by prepayment of more than one month's rent, or (iv) be liable for the return of any security deposit paid to any prior lessor.

17.24 Nondisturbance

With respect to any loan agreement or other security agreement entered into by Lessor after the execution of this Lease (a "Subsequent Loan"), Lessee's subordination of this Lease

will be subject to Lessee's receipt of a commercially reasonable nondisturbance agreement (a "Nondisturbance Agreement") from the lender of the Subsequent Loan that provides that Lessee's possession of the Premises, including any options to extend the term hereof, will not be disturbed as long as Lessee is not in default of this lease and attorns to the record owner of the Premises.

17.25 Capacity to Execute; Mutual Representations

Lessor and Lessee each warrant and represent to one another that this Lease constitutes a legal, valid, and binding obligation of that Party. Without limiting the generality of the foregoing, each Party represents that its governing board has authorized the execution, delivery, and performance of this Lease by it. The individuals executing this Lease each warrant that they have full authority to execute this Lease on behalf of the entity for whom they purport to be acting.

17.26 Entire Agreement

This Lease, together with all exhibits attached hereto and by this reference incorporated herein, constitutes the entire agreement between Lessor and Lessee with respect to the leasing of the Premises.

17.27 Counterparts

This Lease may be executed in one or more counterparts.

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the Effective Date.

LESSOR

By: _____

Print Name: _____

As Its: _____

LESSEE

By: _____

Print Name: _____

As Its: _____

Legal Description - 650 E. Pine St, Central Point

Lots 1,2,3 and 4, Block 43, of the City of Central Point, Jackson County, Oregon , according to the Official Plat thereof, now of record.

(Map 372W02CC Tax Lot 6900)

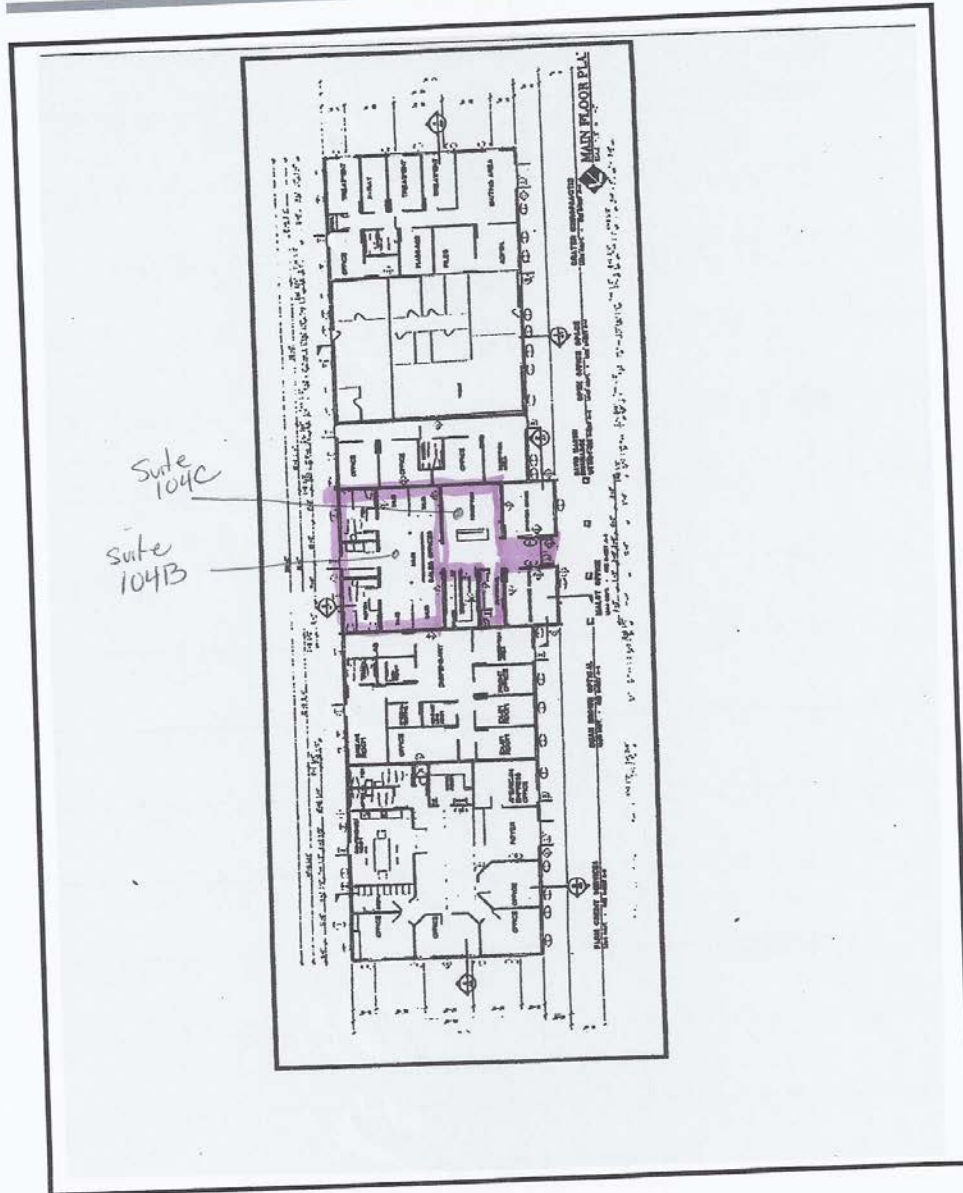
NOTE: This legal description was created prior to January 1, 2008

Tax Parcel Number 1-013395-5

City of CP
Chamber

Exhibit B

DESCRIPTION OF IMPROVEMENTS



LEVEL ONE FLOOR PLAN

City Of Central Point
Admin/City Enhancement Expense Report
For period ending November 30, 2016
Staff Report

% of b

Account Number	Description	2015/16 Adopted	YTD (Expensed)	2016/17 Adopted	YTD (Expensed)
General Fund - City Enhancement					
Materials & Services					
10-10-15-6410	Community Events	12,000	9,514	12,000	1,771
10-10-15-6420	Downtown Revitalization	30,000	18,091	30,000	8,837
10-10-15-6422	Utility Discounts	15,000	9,966	15,000	4,125
10-10-15-6437	Parks & Recreation Foundation	25,000	0	25,000	0
10-10-15-6440	Food & Friends Program	12,000	12,000	12,000	0
10-10-15-6450	Tourism Promotion	110,000	99,565	110,000	42,845
Total Materials & Services		204,000	149,134	204,000	57,579
Total City Enhancement		204,000	149,134	204,000	57,579

RESOLUTION NO. _____

A RESOLUTION RECOMMENDING ADOPTION OF AN AGREEMENT BETWEEN
THE CITY OF CENTRAL POINT AND THE CENTRAL POINT CHAMBER OF
COMMERCE FOR CONTRACT OPERATIONS OF THE CITY'S VISITOR
INFORMATION CENTER.

RECITALS:

- A. The City of Central Point retains the authority to reduce costs and produce public benefit through the use privatized contract services.
- B. The City of Central Point and the Central Point Chamber of Commerce deem it to be to their mutual advantage and to be in the best interest of their respective constituencies/membership to enter into this agreement for the purpose of the Chamber of Commerce to operate the City's Visitor Information Center.

The City of Central Point resolves:

Section 1. The attached agreement between the City of Central Point and the Central Point Chamber of Commerce for the operation of the City's Visitor Information Center is approved.

Section 3. Upon approval of this agreement the City Manager is authorized to execute the Chamber of Commerce commercial office space lease agreement.

Section 2. Upon approval of this agreement by the Central Point Chamber of Commerce, the attached agreement shall govern contract services between the two agencies from October 1st, 2016 to June 30th, 2019.

The City Manager of Central Point is authorized to sign the attached agreement on behalf of the City of Central Point.

Passed by the Council and signed by me in authentication of its passage this
_____ day of _____, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

Public Hearing/Ordinance

First Reading Ordinance Amending the Comp Plan



STAFF REPORT

January 12, 2017

AGENDA ITEM: File No. 16022

Consideration of a Comprehensive Plan Amendment to affirm locations for Thoroughfare Commercial land uses and to re-designate 4.87 acres from Tourist and Office Professional to Thoroughfare Commercial south of Pine Street/Biddle Road, East of Hamrick Road and West of Table Rock Road. The property is identified on the Jackson County Assessor's map as 37S2W 01C, Tax Lot 802. **Applicant:** Rogue Valley Microdevices/Tail Light Properties, LLC. **Agent:** Jay Harland, CSA Planning

STAFF SOURCE:

Tom Humphrey AICP, Community Development Director

BACKGROUND:

A Comprehensive Plan (Map) Amendment and Zone Change were initiated for the above referenced property to facilitate the establishment of a Corporate Headquarters and Light Fabrication Facility that is regionally supported by SOREDI. The combined uses are a better match for the Commercial Thoroughfare designation than they are for Tourist and Office Professional. In the course of City staff's review it also became apparent that while the City has promoted Thoroughfare Commercial uses it has failed to clarify this in the Land Use Element. Consequently, this amendment includes an update to the Commercial Land Use section of the Comprehensive Plan to document actions taken in the past to allow a wider range of employment uses and to facilitate greater job creation in Central Point. The Land Use Element will be revised in a more comprehensive manner in the future during the Department's next two year budget cycle.

Consistent with the City's Comprehensive Plan Amendment Criteria, the City Council Approved a Resolution of Intent (Resolution No. 1477) in October to initiate this land use amendment. The applicant's agent has submitted a set of Comprehensive Plan and Zoning Maps (Attachment A) and Findings of Fact (Attachment B) along with relevant approval criteria for the City's consideration. The City Council may rely upon the applicant's findings and conclusions with regard to the map amendment. Alternatively, staff is proposing a change to language used in the Land Use Element (Attachment E) to affirm and clarify past City Council actions relative to commercial land use designations and their locations. This also reinforces arguments made by the applicant.

The Council may recall its review and the ultimate adoption of the Economic Element of the Comprehensive Plan in 2013. In that Element, Computer and electronic product manufacturing are identified as a trending Oregon industry. The Thoroughfare Commercial land use designation will accommodate the siting of Rogue Valley Microdevices on the Pine Street corridor which represents an opportunity for Central Point to gain local share in a new local industry and new job creation.

The City Planning Commission considered these amendments at their regular meeting in December and unanimously recommended City Council approval (Attachment D). Although a recommendation for a decision to approve a Comprehensive Plan Amendment may include conditions, the Commission saw no need to impose any conditions at this time.

ISSUES & NOTES:

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

1. **Comprehensive Plan Compliance.** Approval of the proposed amendment must be found consistent with the City's Comprehensive Plan Land Use Plan. If the Land Use language is revised as proposed in Attachment C and the Comprehensive Plan designation is changed to Thoroughfare Commercial on the property in question, then the two would immediately be consistent and compliant.
2. **Compatibility with Surrounding Land Uses and Zoning.** Two tax lots to the east of the applicant's property comprise 7.5 acres that is currently designated Thoroughfare Commercial and zoned C-5. The property to the south is designated General Industrial (20 acres). The properties to the west and north are designated Tourist and Office Professional and are each 2 acres in size (refer to Attachment A). The applicant elaborates on the compatible characteristics of the area in Attachment B, page 9.
3. **Zoning Map and Zoning Code Text Amendments, CPMC Chapter 17.10.** This municipal code section provides standards and procedures for major and minor amendments to the Central Point city zoning map. In this case, the zone change (map) proposal was initiated by the applicant for one tax lot and the action is considered a 'minor' amendment and a Type III process. The amendment should be based on the following criteria; 1) its consistency with the City's Comprehensive Plan, 2) findings demonstrating that adequate public services and transportation networks will serve the property and 3) compliance with the State's Transportation Planning Rule. There is a separate but related application for the zone change which follows this item.
4. **Transportation Planning Rule (TPR) Compliance, OAR 660-012-0060.** Criteria for TPR compliance is addressed in both the Applicant's and the City findings (Attachments B & C) demonstrating adequate public services and transportation networks. In this case, the re-designation of the commercial land uses and the nature of the expanded list of permitted uses will not have an appreciable difference on traffic generation or impact and may even improve it (see Attachment B, Exhibit 10 – Traffic Findings). Public facilities master plans identify various future public improvements including the reconfiguration of the traffic signal at Hamrick and Biddle Roads.

ATTACHMENTS:

Attachment "A" – Comprehensive Plan and Zoning Maps

Attachment "B" – Applicant's Findings

Attachment "C" – Planning Department's Findings

Attachment "D" – Resolution No. 836

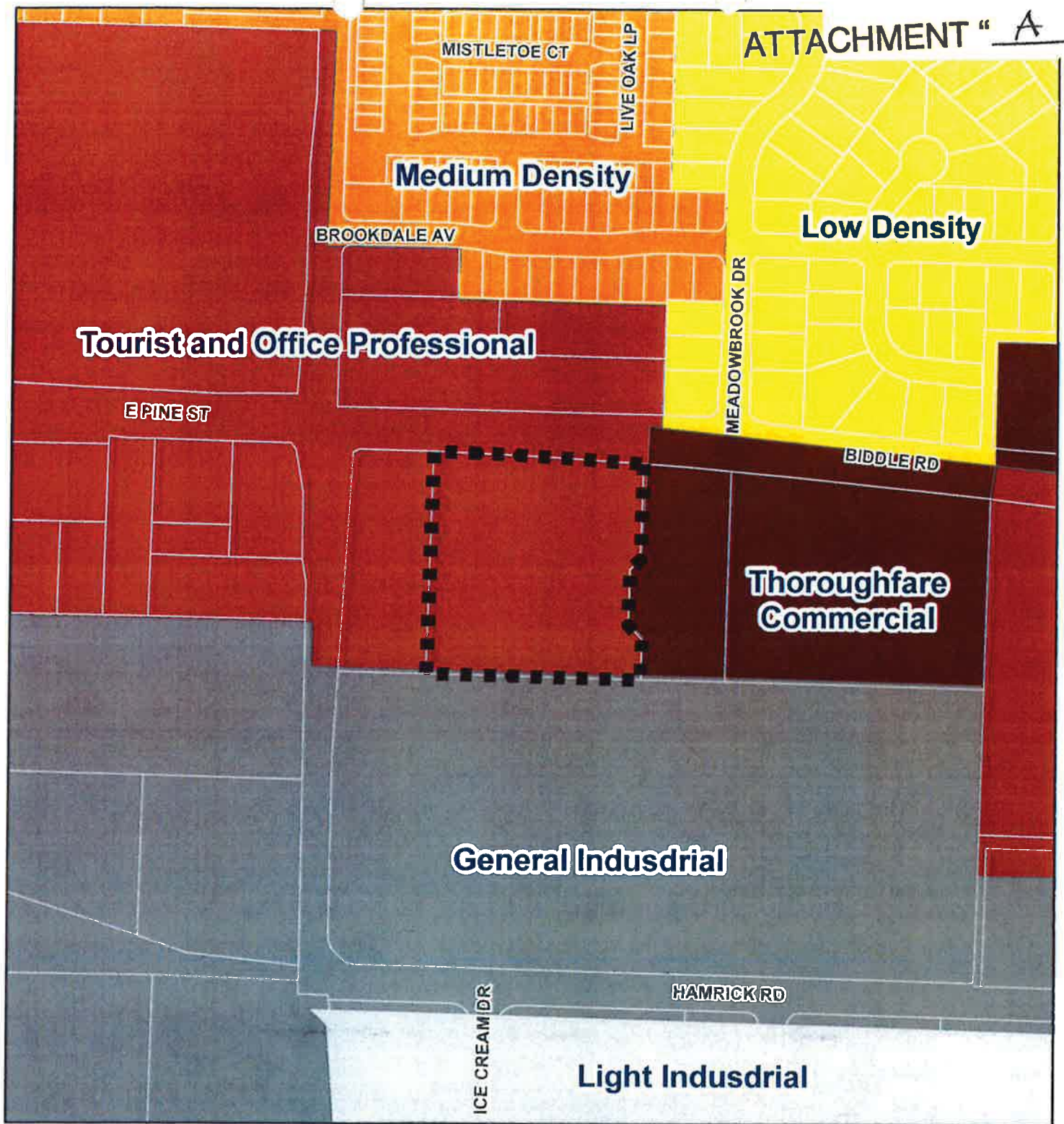
Attachment "E" – Ordinance No. ____ An Ordinance Amending The Land Use Element (Text And Maps) Of The Central Point Comprehensive Plan To Update The Commercial Land Use Section That Document Actions Taken In The Past, Allow A Wider Range Of Employment Uses And Facilitate Greater Job Creation In Central Point

ACTION:

Open public hearing and consider the proposed amendment to the Comprehensive Plan Land Use Element and Map, close public hearing and 1) forward the ordinance to a second reading, 2) make revisions and forward the ordinance to a second reading or 3) deny the ordinance.

RECOMMENDATION:

Discuss ordinance proposal and forward ordinance and amendments to a second reading.



Subject_Property

Tax Lots

Central Point Comp Land Use Plan



General Industrial



Light Industrial



Low Density Res.



Medium Density Res.



Thoroughfare Commercial



Tourist and Office Professional

Print Date: 3-15-2016; Source: CSA Planning, Ltd;
Jackson County GIS; City of Central Point GIS

CAP011217

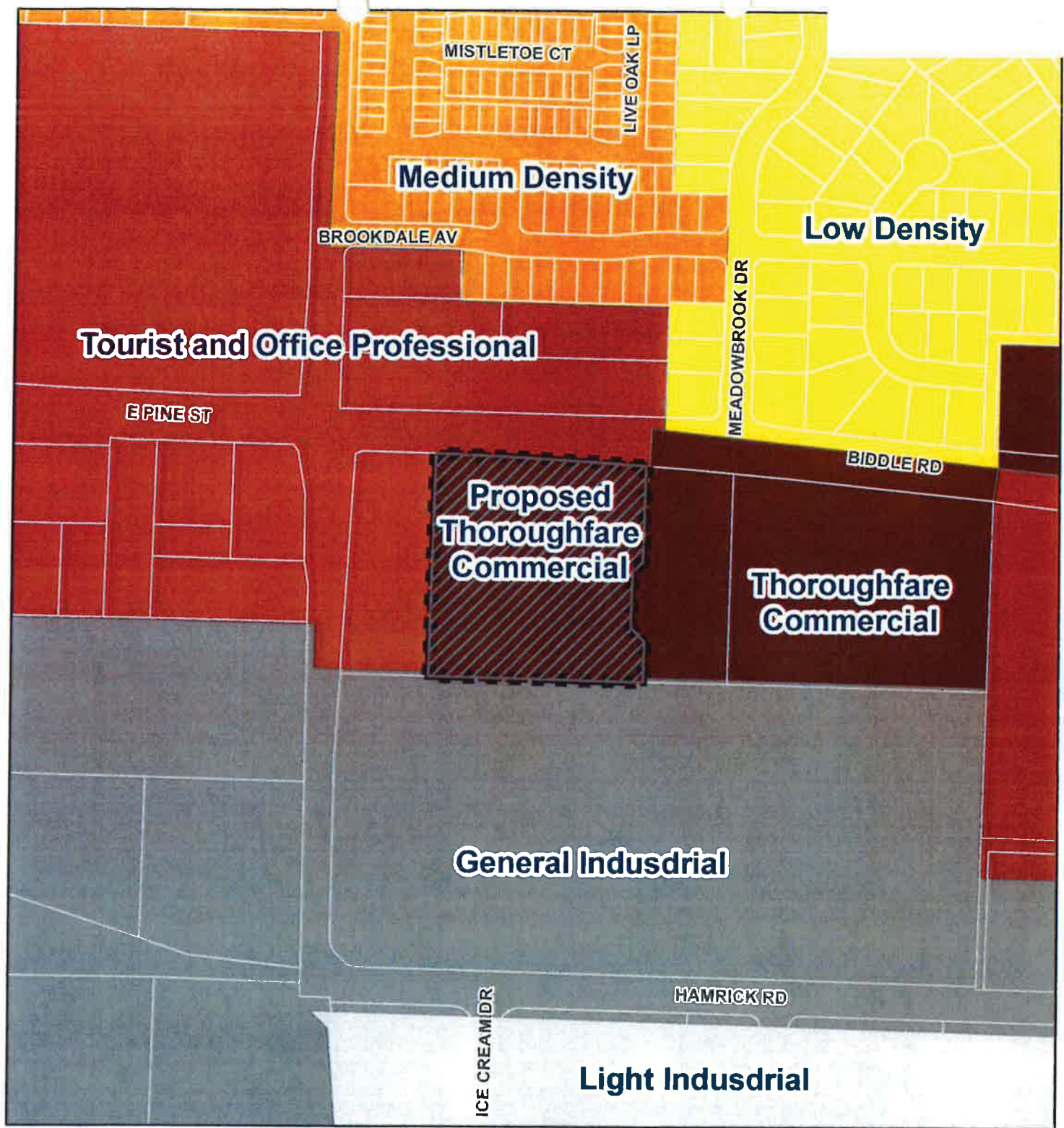
Existing Comprehensive Plan Map

Comprehensive Plan Amendment / Zone Change
Rogue Valley Microdevices &
Tail Lite Properties LLC
37-2W-01C-802



300 150 0

300 Feet



Subject_Property

Tax Lots

**Central Point Comp
Land Use Plan**

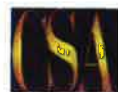
- | | | | |
|--|--------------------|--|---------------------------------|
| | General Industrial | | Medium Density Res. |
| | Light Industrial | | Thoroughfare Commercial |
| | Low Density Res. | | Tourist and Office Professional |

Print Date: 3-15-2016; Source: CSA Planning, Ltd;
Jackson County GIS; City of Central Point GIS

CAP011217

Proposed Comprehensive Plan Map

Comprehensive Plan Amendment / Zone Change
Rogue Valley Microdevices &
Tail Lite Properties LLC
37-2W-01C-802



300 150 0 300 Feet



2012 Aerial



Subject_Property

Tax Lots



Zoning Outline

300 150 0 300 Feet

Existing Zoning Map On Aerial Photo

Comprehensive Plan Amendment / Zone Change
Rogue Valley Microdevices &
Tail Lite Properties LLC
37-2W-01C-802



Print Date: 03-15-2016; Source: CSA Planning, Ltd;
Jackson County GIS; City of Central Point GIS





2012 Aerial



Subject_Property

Tax Lots



Zoning Outline

300 150 0 300 Feet



Proposed Zoning Map On Aerial Photo

Comprehensive Plan Amendment / Zone Change
Rogue Valley Microdevices &
Tail Lite Properties LLC
37-2W-01C-802



Print Date: 03-15-2016; Source: CSA Planning, Ltd;
Jackson County GIS; City of Central Point GIS



BEFORE THE PLANNING COMMISSION AND
CITY COUNCIL

FOR THE CITY OF CENTRAL POINT

STATE OF OREGON

IN THE MATTER OF A REQUEST FOR A
MINOR COMPREHENSIVE PLAN MAP
AMENDMENT AND ZONE CHANGE FOR
4.87 ACRES. THE SUBJECT TRACT IS
LOCATED AT 4901 BIDDLE ROAD
WHICH IS ON THE SOUTH SIDE OF
BIDDLE ROAD BETWEEN HAMRICK
AND TABLE ROCK ROAD IMMEDIATELY
EAST OF THE SUPER 8 MOTEL. THE
PROPERTY IS LOCATED IN THE CITY
OF CENTRAL POINT AND IS MORE
SPECIFICALLY IDENTIFIED AS TAX LOT
802 IN TOWNSHIP 37 SOUTH, RANGE 2
WEST (WM), SECTION 01C.

PROPOSED FINDINGS OF FACT
AND CONCLUSIONS OF LAW

Applicants' Exhibit 2

Applicant/ Owners:
Rogue Valley Microdevices, Inc.
Tail Lite Properties, LLC

Agent: **CSA Planning, Ltd.**

I

NATURE OF THE APPLICATION

Applicants request a consolidated comprehensive plan amendment and zone change for three lots totaling 4.87 acres fronting on the south side of Biddle Road, immediately east of the Super 8 Motel that is located at the corner of Biddle Road and Hamrick Road. The subject property has an approved tentative partition plan that will divide the entire 4.87 acres of land into three parcels, *see Planning File No.16005*. The Comprehensive Plan Map Amendment and Zoning Map Amendment apply to all 4.87 acres of land (plus adjacent right-of-way).

The infrastructure for the partition plat is under construction now. It is possible, if not likely, that the final plat will be completed contemporaneous with the review of this subject application. The partition plat includes a retail street running from Biddle Road to the southern private access road. A new veterinary clinic was approved for Lot 1 at the southeast corner of the property and is currently under construction. Veterinary clinics are allowed in the C-5 zoning district and so the clinic under construction will be a permitted use in the proposed zone and will continue to comply with all applicable standards. The lots approved in the approved partition will remain conforming lots under the proposed C-5 zoning district. Tail Lite Properties, Inc. is constructing tentative plat alternative “A2” that supports the proposed Rogue Valley Microdevices headquarters use.



II

EVIDENCE SUBMITTED WITH THE APPLICATIONS

Applicant herewith submits the following evidence with its land use application:

- Exhibit 1.** Completed application forms and Duly Executed Limited Powers of Attorney from Applicants and Owners authorizing CSA Planning, Ltd. to act on their behalf.
- Exhibit 2.** These proposed findings of fact and conclusions of law, demonstrating how the application complies with the applicable substantive criteria of Central Point's Land Development Ordinance
- Exhibit 3.** Applicants' Demonstration of Compliance with Applicable Development Standards
- Exhibit 4.** Jackson County Assessor Plat Map 37-2W-01C
- Exhibit 5.** Comprehensive Land Use Plan Map
- Exhibit 6.** Proposed Comprehensive Land Use Plan Map
- Exhibit 7.** Zoning Map on Aerial Photo
- Exhibit 8.** Proposed Zoning Map
- Exhibit 9.** Area Plan (depicting Approved In-Process Project and Proposed Development)
- Exhibit 10.** Letter Evaluating Transportation Impacts from Plan Amendment and Zone Change, Southern Oregon Transportation Engineering.
- Exhibit 11.** Survey of Existing Conditions; *Pariani Land Surveying, February 9, 2015.*
- Exhibit 12.** Site Photos and Site Photo Key Map
- Exhibit 13.** Proposed Site Development Plans:
- Exterior Building Elevations
 - Site Plan
 - Floor Plan
 - C-1 Civil Plan
 - L-1 Landscape Plan
- Exhibit 14.** Tentative Partition Plat Notice of Decision and Staff Report with Exhibit A-2
- Exhibit 15.** Development Transportation Impact Analysis, Southern Oregon Transportation Engineering
- Exhibit 16.** Parking Demand Analysis, Southern Oregon Transportation Engineering

III

RELEVANT SUBSTANTIVE APPROVAL CRITERIA

The relevant substantive criteria prerequisite to approving a minor Comprehensive Plan Amendment and Zone Change under the City of Central Point Zoning Ordinance (“CPZO”) is recited verbatim below:

CITY OF CENTRAL POINT ZONING ORDINANCE (CPZO)

COMPREHENSIVE PLAN AMENDMENT CRITERIA

17.96.200 Initiation of amendments.

A proposed amendment to the comprehensive plan or urban growth boundary may be initiated by either:

- A. A resolution by the planning commission to the city council;
- B. A resolution of intent by the city council; or
- C. An application by one or more property owners, or their agents, of property affected by the proposed amendment.

17.96.300 Major revisions and minor changes.

Proposed amendments to the comprehensive plan, including urban growth boundary amendments, are categorized as either major or minor amendments as defined in Section 17.10.300. Proposals for major revisions shall be processed as a Type IV procedure per Section 17.05.500. Proposals for minor changes shall be processed as a Type III procedure per Section 17.05.400.

17.96.500 Approval criteria.

A recommendation or a decision to approve or to deny an application for an amendment to the comprehensive plan, or urban growth boundary shall be based on written findings and conclusions that address the following criteria:

- A. Approval of the request is consistent with the applicable statewide planning goals;
- B. Approval of the request is consistent with the Central Point comprehensive plan;
- C. For urban growth boundary amendments findings demonstrate that adequate public services and transportation networks to serve the property are either available, or identified for construction in the city’s public facilities master plans (major and minor amendments); and
- D. The amendment complies with OAR 660-012-0060 of the Transportation Planning Rule.

ZONE CHANGE CRITERIA

17.10.200 Initiation of amendments.

A proposed amendment to the code or zoning map may be initiated by either:

- A. A resolution by the planning commission to the city council;
- B. A resolution of intent by the city council; or for zoning map amendments;
- C. An application by one or more property owners (zoning map amendments only), or their agents, of property affected by the proposed amendment. The amendment shall be accompanied by a legal description of the property or properties affected; proposed findings of facts supporting the proposed amendment, justifying the same and addressing the substantive standards for such an amendment as required by this chapter and by the Land Conservation and Development Commission of the state. (Ord. 1989 §1(part), 2014).

17.10.300 Major and minor amendments.

There are two types of map and text amendments:

- A. **Major Amendments.** Major amendments are legislative policy decisions that establish by law general policies and regulations for future land use decisions, such as revisions to the zoning and land division

ordinance that have widespread and significant impact beyond the immediate area. Major amendments are reviewed using the Type IV procedure in Section 17.05.500.

- B. Minor Amendments. Minor amendments are those that involve the application of adopted policy to a specific development application, and not the adoption of new policy (i.e., major amendments). Minor amendments shall follow the Type III procedure, as set forth in Section 17.05.400. The approval authority shall be the city council after review and recommendation by the planning commission. (Ord. 1989 §1(part), 2014; Ord. 1874 §3(part), 2006).

17.10.400 Approval criteria.

A recommendation or a decision to approve, approve with conditions or to deny an application for a text or map amendment shall be based on written findings and conclusions that address the following criteria:

- A. Approval of the request is consistent with the applicable statewide planning goals (major amendments only);
- B. Approval of the request is consistent with the Central Point comprehensive plan (major and minor amendments);
- C. If a zoning map amendment, findings demonstrating that adequate public services and transportation networks to serve the property are either available, or identified for construction in the city's public facilities master plans (major and minor amendments); and
- D. The amendment complies with OAR 660-012-0060 of the Transportation Planning Rule. (Ord. 1989 §1(part), 2014; Ord. 1874 §3(part), 2006. Formerly 17.10.300(B)).

OREGON TRANSPORTATION PLANNING RULE Oregon Administrative Rules Chapter 660, Division 12

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 (exclusive of correction of map errors in an adopted plan);
 - (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 land uses or levels of development that would result in types or 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.

IV

FINDINGS OF FACT

The following facts are established and found to be true with respect to this matter:

1. **Ownership/Applicant:** Tax Lot 802 is owned in fee simple by Tail Lite Properties, LLC. Rogue Valley Microdevices is in contract to purchase Lot 3 of the subject property. Agent CSA Planning, Ltd. is submitting this application on behalf of the property owner and contract purchaser.
2. **Location:** The subject property is located on the south side of Biddle Road between Hamrick Road and Table Rock Road. The property is identified as Tax Lot 802 in Township 37 South, Range 02 West (W.M.), Section 01C. The site address is 4901 Biddle Road, Central Point, OR.
3. **Parcel Size:** Tax Lot 802 currently has 4.87 acres. *See*, Exhibit 4.
4. **Comprehensive Plan Map Designation / Zoning:** Designated *Tourist and Office Professional* / Zoned C-4 Tourist and Office Professional. *See*, Exhibits 5 and 7.
5. **Proposed Comprehensive Plan Map Designation / Zoning:** Designation proposed to be amended to Thoroughfare Commercial and to change the zone to C-5. *See*, Exhibits 6 and 8.
6. **Existing Frontage and Access:** The subject property has frontage along its northern boundary on Biddle Road. Biddle Road is classified in the TSP as an arterial. Tax Lot 802 also has access easements on the access drives that run south from Biddle Road along Tax Lot 803 and along the southern boundaries of Tax Lots 801, 802 and 803 and intersecting with Hamrick Road. These private commercial accesses were reviewed and approved by Central Point at the time of land division that created the parent parcel. A private north-south Retail Street has been approved to intersect with Biddle Road approximately mid-block between existing accesses. The Retail Street will have right-in/right-out only access with a median in Biddle Road and is currently under construction.
7. **Lot Legality:** Tax Lot 802 was created through two partitions. Tax Lot 800 was divided through partition *P-03-2004* into three parcels in 2004, and in 2005 the resulting Parcel 2 was subdivided into three lots, of which Tax Lot 802 was Lot 1. In 2007 a lot line adjustment was made to the border between Tax Lots 802 and 803 creating its current configuration. In April of 2016, the City of Central Point approved a tentative partition plat to divide Tax Lot 802 into three separate parcels. The proposed conditional use permit and site plan review are directed at Parcel 3 of the approved tentative land division; it is possible, if not probably, that the final plat will be recorded prior to completion of the subject land use review.
8. **Previous Planning Permits:**
File No. 16004 - Site Plan and Architectural Review which approved a veterinary clinic on Parcel 1 of the land division and *File No. 16005*- Tentative Partition were approved April 14, 2016.

9. Existing Development: The property is currently vacant but construction of the Retail Street and the veterinary clinic has begun.

10. Land Uses on Abutting Properties and Surrounding Area:

Overview of area: The stretch of Biddle Road/East Pine Street ("BR/EPS") that is east of the Interstate-5 in Central Point is an employment area with a mix of commercial uses right along BR/EPS on the south side with some industrial uses further to the south. Except for a small portion of a larger residential area near Meadowbrook Drive and Orchard View Avenue, the north side of BR/EPS is primarily undeveloped employment designated property; further to the north is the Jackson County Expo (fairgrounds), the Central Point East residential area, and some legacy County development patterns. There are a mix of developed and undeveloped properties between the interstate and Table Rock Road.

East: To the east of the subject property is vacant land owned by Les Schwab. Further to the east is additional vacant employment land that is marketed for sale. This land has a Comprehensive Plan Map of Thoroughfare Commercial and is zoned C-5

North: Across Biddle Road is the Dulany property. This property has a single family dwelling on it and is under developed in relation to its plan designation. The property is planned Tourist and Professional Office and is zoned C-4. The land to the northeast is planned and zoned for residential uses and has been developed with single-family dwellings. Land to the northwest is a large vacant 21 acre site planned Tourist and Office Professional and zoned C-4.

South: South of the subject property across the private commercial access drive is the USF Reddaway warehouse logistics facility. This facility is planned General Industrial and zoned M-2.

West: Immediately to the west is the Super 8 Motel. This site is planned Tourist and Office Professional and is zoned C-4. Further to the west is some vacant commercial land across Hamrick Road and a road maintenance yard further to the southwest.

11. Topography: The subject property is essentially level, sloping very gently to the north.

12. Water Facilities and Services: Underground water utilities exist at the west property line and along the utility and access easement along the southern portion of the property. These water facilities are available for connection.

13. Sanitary Sewer Facilities and Services: Underground sanitary sewer utilities exists in the utility easements along the south portion of the property and are available for connection.

14. Power and Natural Gas: Underground power is available from Pacific Power and underground gas is available from Avista Utilities and the same exist in the utility easements along the south portion of the property and are available for connection.

15. Fire and Police Protection: The subject properties are located within and are served by Fire District No. 3. Police service is provided by the City of Central Point Police Department.

16. Wetlands, Streams and floodplain: The subject property does not contain any jurisdictional wetlands per Jackson County GIS Services. The subject property does not contain any streams or floodplains per Jackson County GIS Services.

17. Storm Drainage Facilities and Services: Underground storm drainage lines are located in Biddle Road and in the private access easement and utility area on the south portion of the property. These storm drain lines are available for connection. The approval of the prior land division necessitated construction of a stormwater detention facility on Lot 2 of the partition which is planned to handle a significant portion of the Rogue Valley Microdevices' storm drainage needs, see Exhibit 13, Sheet C-1.

18. Transportation and Access:

A. Plan Amendment and Zone Change: Transportation impact analyses for Plan Amendments and Zone Changes evaluate impacts to the transportation system based upon the potential for the new zone to impact the system when compared to the existing zone. This is typically evaluated based upon a *reasonable worst case of traffic generation* based upon uses allowed in the proposed zone when compared to a *reasonable worst case of traffic generation* based upon uses allowed in the existing zone. Applicant's Traffic Engineer, Kim Parducci, compared the potential traffic generation of the C-4 zone and the C-5 zone and the reasonable worst-case trip generators that are allowed in both zones. Her expert professional opinion is that the plan amendment and zone change aspects of the application do not require detailed traffic analysis because the reasonable worst case trip generation is substantially equivalent between the two zones.

Her professional opinion is explained in Exhibit 10 as well as a supplemental memo dated October 4, 2016. Southern Oregon Transportation Engineering has been in coordination with Jackson County Roads, ODOT and the City's Public Works Department and those agencies did not indicate a detailed TIA for the Plan Amendment and Zone Change was necessary based upon the analysis and opinion of SOTE regarding the trip generation potential between the two zones.

B. Transportation Impacts from Proposed Development: The Applicant's traffic engineer also prepared a traffic impacts analysis that analyzes the proposed Rogue Valley Microdevices project, see Exhibit 15. That analysis was an update to the Southern Oregon Veterinary Specialty Center analysis done for that project which is now under construction. In the prior analysis, Parcel 3 was assumed to be a future site for a 25,000 square foot specialty retail center, along with the veterinary clinic and an assumed sit down restaurant on the remaining Parcel 2. The updated analysis continues to assume the sit down restaurant on Parcel 2 and assumes the veterinary clinic use on Parcel 1 but substitutes the Rogue Valley Microdevices use for Parcel 3. This results in a reduced trip generation of the entire site of 53 P.M. peak hour trips.

The results of the analysis show that the transportation system can accommodate the proposed use in conformance with all applicable performance standards.

C. Access and Circulation: Access to the site is via a private retail street that is under construction and was approved under Planning File No. 16005. The retail street intersects with Biddle Road and is a right-in-right-out intersection allowing in-movement from the west and out-movement to the east onto Biddle Road. A

concrete median in Biddle Road will be constructed in conjunction with the new retail street. Access coming from the east will be from a left turn onto the private street connection opposite Meadowbrook and then right along the private access drive to the south and then a right onto the private retail street. Access out of the site to the west will involve a right turn onto the private retail street and then out the private access drive along the south property line to a right turn on Hamrick then to the signal where a left can be made onto East Pine Street.

The office driveway is located on the private retail street. It is somewhat close to the intersection with Biddle Road but there is adequate room for at least two stacked vehicles and it is a right into the site so no queuing at this location is expected. The other access onto the site is via two large driveways to the south access drive; the wide driveways are needed to get semi-trucks into the back parking lot area and then out onto the private access drive. These south driveways will be truck vehicle access points; smaller trucks that use the west service drive will exit via the front office parking lot access point.

19. Comprehensive Plan Map and Zoning Map Analysis:

- A. Employment Land Supply and Demand Analysis:** As part of the justification for the proposed Comprehensive Plan Map Amendment and Zoning Map Amendment, it is appropriate to evaluate the land supply and demand implications for employment land generally and commercial land specifically. Central Point has a relatively up-to-date Economic Element in its Comprehensive Plan that was adopted by Ordinance 1973 approved on June 27, 2013. This Element provided the City with a review of employment land supply and demand. Following its adoption, the City and County amended the Central Point Urban Growth Boundary (UGB) to add approximately 49 gross acres of industrial land in the "Tolo Area" near Exit 35. Of the 49 acres added to the UGB, approximately 9 acres of net-buildable industrial acreage was added. Approximately 9 acres of right-of-way was added as part of that UGB amendment. The remaining 31 acres included in the UGB was part of an existing trucking and multi-modal freight handling facility that is not vacant but for which inclusion in the UGB can support more intensive urban development.

With respect to development since the Economic Element was adopted, a one acre site has been constructed for a new Jackson County Court building off of Hamrick Road. The balance of the acreage in the inventory that was classified as vacant remains vacant.

Thus, the City now has approximately 139.7 acres of vacant buildable employment land in its UGB. This estimate is based upon Table 5.2-1 of the Economic Element and adding 9 acres of buildable land from the UGB amendment and subtracting the one acre of land built for the court use. There are two in-process projects that would further reduce existing vacant land supplies, specifically the veterinary clinic on a portion of the subject property that is currently under construction and the proposed new Costco use that is approved but for which construction has not started.

Overall, the proposed Comprehensive Plan Map Amendment will not appreciably change the supply of commercial land within the City's UGB. The site was inventoried as a medium retail site and the change from Tourist and Office

Professional to Thoroughfare Commercial would have likely resulted in the same inventory designation in the Economic Element for the subject property.

From an industry opportunity standpoint, the proposed comprehensive plan amendment is expected to support the siting of the Rogue Valley Microdevices computer electronics company. The Central Point Comprehensive Plan identifies the computer electronics industry as a strong industry in Oregon, see Table 3.2-1 NAICS 334. The expansion of Rogue Valley Microdevices represents an opportunity to grow a computer electronics company in Jackson County to gain local share in an important industry that is strong and important to Oregon's economy.

- B. Qualitative and Spatial Analysis:** The text description in the Land Use Plan Element for Thoroughfare Commercial and Tourist Commercial/Professional Office are very similar in quality from a use perspective, the main difference being proximity to I-5 for the Tourist Commercial/Professional Office versus frontage on an arterial street such as Highway 99 or Biddle Road. From the standpoint of zoning, the main difference between the two corresponding zoning districts (from C-4 to C-5) is that C-5 allows some light industrial uses and C-4 does not.

From a spatial standpoint, the Thoroughfare Commercial designation is already located immediately east of the subject property and the proposed Comprehensive Plan is simply a westward expansion of that designation. The Thoroughfare Commercial designation was added as part of a legislative rearrangement of land uses in Central Point's UGB in 1998. That amendment added the first thoroughfare commercial east of Interstate 5. That amendment recognized the opportunity to take advantage of Biddle Road as a high volume arterial street corridor in which the siting of the Thoroughfare Commercial designation was deemed to be appropriate. The proposed amendment is simply a small westward extension of the Thoroughfare Commercial area created through that legislative amendment in 1998. There will remain substantial vacant and available acreage zoned C-4 between the subject property and Interstate 5.

The new western boundary of the Thoroughfare Commercial will be the Super 8 Motel parcel. This Comprehensive Plan Map amendment application has been filed with a proposed light manufacturing development for the lot adjacent to the Super 8. The common property line with Super 8 will include a landscape strip next to a service drive aisle and then the building wall. Potential land use conflicts are analyzed in the Conditional Use Permit findings herein below.

The proposed Thoroughfare Commercial will also add opportunities for light manufacturing allowed in the C-5 that is not allowed in the C-4. This is beneficial from a qualitative standpoint because most all of the C-5 zoning area the City once had to support a mix of light manufacturing and commercial uses was located along Highway 99. These lands have all now been changed to TOD designations. These TOD designations do not preclude light manufacturing uses but the TOD policy concept guides development of this area toward smaller scale shops with a mix of light manufacturing facilities. This is an appropriate policy approach for the area along Highway 99. The area is largely already developed with relatively small lots, so future development will primarily be redevelopment of existing lots that will limit the scale of future development. This presents limited opportunities for slightly

larger scale light manufacturing in the areas once designated C-5. The proposal to expand C-5 along Biddle Road is intended to support for the proposed Rogue Valley Microdevices use which is an example of the scale of light manufacturing that would be challenging in the TOD areas along Highway 99.

20. Proposed Development Project:

The proposed Rogue Valley Microdevices corporate headquarters and light fabrication facility has the following features:

- A. Design Scheme:** The approach to the building is to create a modern and attractive high-tech light manufacturing building. The building is proposed to contain a 10,000 square foot clean room within a 24,000 square foot production area and the building will have approximately 19,000 square feet of accessory office space on two levels. Being a high-tech facility, the interior is a purpose built design that reflects workflow needs and the demands of the clean room.

The nature of the interior layout dictates the location of certain outdoor connections in terms of entrance location, delivery doors and access to the accessory office uses. Overall, the exterior is a modern, but relatively simple flat-roofed commercial building with several attractive architectural elements on the main façade and attractive materials on all elevations. *See*, Exhibit 13.

- B. Vehicle Parking and Loading:** The project proposes 46 parking spaces. The application is requesting an adjustment to the off-street parking standards as part of the Conditional Use Permit approval (pursuant to special conditions of approval that may be imposed under 17.76.040(E)(3)) because a strict application of the code would require significantly more parking than is expected to be needed by the use. There is a wide disparity between the two calculation methods for the parking requirements. The employee calculation method for industrial uses yields a need for approximately 18 spaces. The gross floor area method would require 84 spaces, one for every 500 square feet of gross floor area, which is difference of over 60 parking spaces. The proposed 46 spaces is between the two need calculation methods and is projected to be adequate for the use. It is expected that this amount of parking will be adequate to allow for nearly doubling of the size of the company within the new space, which is the largest it can be within the new facility. A parking demand analysis has been prepared by Southern Oregon Transportation Engineering for this submittal and is located in Exhibit 16.

Industrial uses of 37,501 square feet to 50,000 square feet are required to have four loading berths; the actual fabrication area is 24,000 square feet which would require four berths. The site plan and building elevations depict four overhead loading doors for the facility. Two overhead doors are located on the west elevation along the service drive. These will be accessed by forklift for semis from the main rear parking lot and by smaller delivery vehicles such as FedEx and UPS. This entire circulation area on the west side of the building could be considered a series of loading berths, in which case the site has the equivalent of 8 loading berths just on this side. One overhead door loading location on the east elevation, trucks could use this for delivery from the private retail street although this would be expected to be a rare occurrence; primarily this would be accessed by forklift on the occasion when

equipment needed to loaded on the east side of the clean room. The fourth overhead door is shown on the south elevation and this berth will generally be used by a forklift off-loading from a semi-trailer truck parked in the rear lot.

C. Bike Parking: The code requires four bike parking spaces. The covered bike parking spaces will be under a canopy area located at the outdoor break area.

D. Landscaping: This high-tech light manufacturing facility is proposed to be fully landscaped at the time of development, see Exhibit 13, Sheet L-1. The proposed landscaping is extensive for an industrial use and is proposed in a manner that will allow it to blend well with commercial uses in the area. The 10-foot sidewalk with tree wells on the retail street will create an attractive streetscape for this private street. The planting scheme includes a number of mass plantings that will create an attractive landscape throughout the year.

* * * * *

V

CONCLUSIONS OF LAW

CITY OF CENTRAL POINT ZONING ORDINANCE (CPZO)

The following conclusions of law and ultimate conclusions are reached under each of the relevant substantive criteria which are recited verbatim and addressed below. The conclusions of law are supported by Applicants' evidentiary exhibits at Section II – including Applicants' review of applicable development standards (Exhibit 3) and the findings of fact as set forth in Section IV herein above.

APPROVAL CRITERIA FOR COMPREHENSIVE PLAN AMENDMENT

Chapter 17.96

COMPREHENSIVE PLAN AMENDMENT

17.96.500 Approval criteria.

A recommendation or a decision to approve or to deny an application for an amendment to the comprehensive plan, or urban growth boundary shall be based on written findings and conclusions that address the following criteria:

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

Conclusions of Law: The City of Central Point Planning Commission and City Council (henceforth "the City") herewith incorporate and adopt the below findings with respect to each applicable statewide planning goal, as follows:

Goal 1: Citizen Involvement

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process...*[balance omitted for brevity]*

Conclusions of Law: The City concludes the proposed Comprehensive Plan Map amendment is quasi-judicial in nature and therefore citizen involvement is assured by and through application of the City's adopted and acknowledged procedures for the conduct and noticing of quasi-judicial reviews, including noticing and public hearings.

Goal 2: Land Use Planning

PART I -- PLANNING

To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions...*[balance omitted for brevity]*

Conclusions of Law: The City concludes that the subject application is quasi-judicial in nature and requires demonstration of compliance with predetermined criteria and approval of the requested plan map amendment requires substantial evidence to demonstrate each of the relevant criteria have been satisfied. The City herewith incorporates the balance of the conclusions of law addressing all other criteria applicable to the plan amendment, and concludes based thereupon, that adequate evidence exists in the application submittal and associated record to conclude all applicable criteria are satisfied.

The City further concludes that the requested plan amendment is a narrow one from the standpoint of map designations because the implementing zone for the Tourist Office Professional allows very similar uses to the implementing zone for the Thoroughfare Commercial designation. Thus, the overall implications for the implementation of the City's employment land designation system are affected to a limited degree by an amendment between these two designations.

Goal 3: Agricultural Lands

To preserve and maintain agricultural lands...*[balance omitted for brevity]*

Conclusions of Law: The City concludes the subject property is within its Urban Growth Boundary and is planned commercial and the proposed amendment is to a commercial designation and is not, therefore, subject to Goal 3 protection.

Goal 4: Forest Lands

To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture...*(balance omitted for brevity)*

Conclusions of Law: The City concludes the subject property is within its UGB and is planned commercial and the proposed amendment is to commercial and is not subject to Goal 4 protection.

Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces

To protect natural resources and conserve scenic and historic areas and open spaces...*[balance omitted for brevity]*



Conclusions of Law: The City concludes the subject property is not subject to any adopted Goal 5 protections and therefore the amendment from one commercial designation to another will have no effect on the City's plan to achieve Goal 5.

Goal 6: Air, Water and Land Resources Quality

To maintain and improve the quality of the air, water and land resources of the state.

All waste and process discharges from future development, when combined with such discharges from existing developments shall not threaten to violate, or violate applicable state or federal environmental quality statutes, rules and standards. With respect to the air, water and land resources of the applicable air sheds and river basins described or included in state environmental quality statutes, rules, standards and implementation plans, such discharges shall not (1) exceed the carrying capacity of such resources, considering long range needs; (2) degrade such resources; or (3) threaten the availability of such resources.

Waste and Process Discharges -- refers to solid waste, thermal, noise, atmospheric or water pollutants, contaminants, or products therefrom. Included here also are indirect sources of air pollution which result in emissions of air contaminants for which the state has established standards...*[balance omitted for brevity]*

Conclusions of Law: Based upon the Findings of Fact in Section IV, the City concludes that the proposed amendment will allow for certain light manufacturing uses in the Thoroughfare Commercial designation that are not currently allowed in the Tourist and Office Professional District. The City, nevertheless, concludes that any such uses are required to comply with all environmental regulations applicable to the industry and the City specifically incorporates and adopts the findings of fact regarding the environmental compliance of Rogue Valley Microdevices which demonstrates that this firm has and can feasibly continue to comply with all local, state and federal environmental regulations applicable to the enterprise.

Goal 7: Areas Subject to Natural Hazards

To protect people and property from natural hazards...*[balance omitted for brevity]*

Conclusions of Law: The City concludes that the subject property is not subject to any known specific natural hazards that require special planning or implementation measures except the general earthquake risks that exist in all of western Oregon and are adequately handled by applicable building codes.

Goal 8: Recreational Needs

To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts...*[balance omitted for brevity]*

Conclusions of Law: The City concludes the subject property has not been adopted into any local parks plans to achieve Goal 8. It is not known to contain any unique resources necessary to attain Goal 8 and the proposed amendment from one commercial designation to another will have no appreciable impact on the City's ability to achieve Goal 8.

Goal 9: Economic Development

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Comprehensive plans and policies shall contribute to a stable and healthy economy in all regions of the state. Such plans shall be based on inventories of areas suitable for increased economic growth and activity after taking into consideration the health of the current economic base; materials and energy availability and

cost; labor market factors; educational and technical training programs; availability of key public facilities; necessary support facilities; current market forces; location relative to markets; availability of renewable and non-renewable resources; availability of land; and pollution control requirements.

Comprehensive plans for urban areas shall:

1. Include an analysis of the community's economic patterns, potentialities, strengths, and deficiencies as they relate to state and national trends;
2. Contain policies concerning the economic development opportunities in the community;
3. Provide for at least an adequate supply of sites of suitable sizes, types, locations, and service levels for a variety of industrial and commercial uses consistent with plan policies;
4. Limit uses on or near sites zoned for specific industrial and commercial uses to those which are compatible with proposed uses. In accordance with ORS 197.180 and Goal 2, state agencies that issue permits affecting land use shall identify in their coordination programs how they will coordinate permit issuance with other state agencies, cities and counties.

GUIDELINES

A. PLANNING

1. A principal determinant in planning for major industrial and commercial developments should be the comparative advantage of the region within which the developments would be located. Comparative advantage industries are those economic activities which represent the most efficient use of resources, relative to other geographic areas.
2. The economic development projections and the comprehensive plan which is drawn from the projections should take into account the availability of the necessary natural resources to support the expanded industrial development and associated populations. The plan should also take into account the social, environmental, energy, and economic impacts upon the resident population.
3. Plans should designate the type and level of public facilities and services appropriate to support the degree of economic development being proposed.
4. Plans should strongly emphasize the expansion of and increased productivity from existing industries and firms as a means to strengthen local and regional economic development.
5. Plans directed toward diversification and improvement of the economy of the planning area should consider as a major determinant, the carrying capacity of the air, land and water resources of the planning area. The land conservation and development actions provided for by such plans should not exceed the carrying capacity of such resources.

B. IMPLEMENTATION

1. Plans should take into account methods and devices for overcoming certain regional conditions and deficiencies for implementing this goal, including but not limited to
 - (1) tax incentives and disincentives;
 - (2) land use controls and ordinances;
 - (3) preferential assessments;
 - (4) capital improvement programming; and
 - (5) fee and less-than-fee acquisition techniques.
2. Plans should provide for a detailed management program to assign respective implementation roles and responsibilities to those private and governmental bodies which operate in the planning area and have interests in carrying out this goal and in supporting and coordinating regional and local economic plans and programs.

Conclusions of Law: First and foremost, the City concludes that Goal 9 is implemented by a detailed administrative rule found at OAR 660-009. However, the Council finds that rule to be inapplicable to the subject application because the application of the rule to post-acknowledgement plan amendments only occurs when lands are taken out of an industrial designation or from an "other employment designation" to "any other use designation". In the subject application the property is an "other employment designation" currently and will remain so after the amendment and will not become any other use designation, so the detailed rule is not implicated. As such, the City finds that only general findings of compliance with the Goal are required.

In addition to this overarching conclusion of law, the County and City make the following supplementary Goal 9 findings:

1. Central Point's adopted and acknowledged Comprehensive Plan Regional Plan Element recognizes the potential for a mix of industrial, office and commercial employment in this general area. The area includes industrial, commercial, and office development patterns and associated designations in the area. The City's policy decision that the area is appropriate for Thoroughfare Commercial along Biddle Road was made in 1998 when the land immediately to the east of the subject property was designated Thoroughfare Commercial and the plan map amendment only represents a modest extension of that area to the west.
2. Even after the proposed amendment there will still remain substantial inventory of vacant and developable Tourist and Office Professional designated land in the immediate area that is available as short term¹ supply of land and is currently zoned C-4. These vacant parcels are located at the northwest corner of Hamrick and East Pine and also at the southwest corner of Biddle Road and Table Rock Road.
3. The City also recognizes that the proposed plan amendment is expected to support the relocation and expansion of a local computer electronics manufacturing company. Computer Electronics Manufacturing (NAICS 334) is a strong and important industry on statewide basis but its presence in Jackson County is limited; expansion of this facility represents an opportunity to improve the local share in a strong and growing sector in Oregon.

Goal 10: Housing

To provide for the housing needs of citizens of the state...*[balance omitted for brevity]*

Conclusions of Law: Based upon the evidence, the City concludes Goal 10 is not applicable to this Plan Map amendment because the amendment concerns only a change from one category of commercial land to another.

Goal 11: Public Facilities and Services

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development...*[balance omitted for brevity]*

Conclusions of Law: Based upon the Evidence in Section II and the Findings of Fact in Section IV, the City concludes the proposed amendment is located in an area where water, sewer, storm drainage, and streets are readily available to the property and the proposed amendment between two similar commercial land use categories will not appreciably change the demand for public facilities and services.

Goal 12: Transportation

To provide and encourage a safe, convenient and economic transportation system...*[balance omitted for brevity]*

Conclusions of Law: The City concludes that OAR 660 Division 012 implements Goal 12 and OAR 660-012-0060 sets forth specific regulations for comprehensive plan map

¹ Short term supply is employment land that is readily available to meet demand over the next five years.

amendments and zone changes. The City herewith incorporates and adopts its conclusions of law addressing the same below and concludes there upon that the proposed amendment between commercial designations will not appreciably change the trip generation potential of the site.

Goal 13: Energy Conservation

To conserve energy...*[balance omitted for brevity]*

Conclusions of Law: The City concludes that the change between similar commercial designations is such that the City's land use planning for energy conservation will be little effected by the proposed amendment.

Goal 14: Urbanization

To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities...*[balance omitted for brevity]*

Conclusions of Law: The City concludes the proposed amendment concerns a map designation change between commercial categories with implementing zones that allow similar uses all within a UGB, and based thereupon, the proposed amendment will continue to provide an orderly and efficient transition from rural to urban land use and urban employment will continue to be accommodated inside Central Point's urban growth boundary.

Summary Conclusions of Law: In sum, the City concludes the proposed amendment from Tourist and Office Professional to Thoroughfare Commercial is consistent in all ways with the Statewide Planning Goals.

B. Approval of the request is consistent with the Central Point comprehensive plan;

Conclusions of Law: The City concludes criteria that require general compliance with the Comprehensive Plan does not automatically transform all the Goals and Policies of the Comprehensive Plan into decisional criteria for a quasi-judicial land use application, *see Bennett vs. The City of Dallas*. The City has reviewed its Comprehensive Plan and it finds that the language and context of only the following goals and policies are intended to function as approval criteria for the subject application:

Economic Element Policy 3.2:

The City shall maintain a supply of competitive short-term employment lands in the medium and large site categories. The supply of short-term employment land shall be reviewed and updated annually. When it is determined that the supply of land as measured in terms of number of site and/or acreage in the medium and large site categories is inadequate to serve the twenty-year needs then the City shall amend its UGB to include additional short-term (5-year) employment lands.

The City concludes this policy primarily functions to direct the City to amend its UGB where necessary to assure an adequate employment land supply but does present a decisional criteria issue for a plan map amendment that proposes to reduce the short-term supply below the levels established in the policy and change the designation, especially where a proposal

seeks to amend the plan to add land to another map designation category where a surplus might exist - such as multi-family residential². Based upon the Evidence in Section II and the Finding of Fact in Section IV, the City concludes that is not the circumstance for this amendment and the proposed amendment between similar categories of commercial will not have any appreciable impact on the short-term supply of employment lands for the City because future uses of the property under the two designations are so similar.

- C. For urban growth boundary amendments findings demonstrate that adequate public services and transportation networks to serve the property are either available, or identified for construction in the city's public facilities master plans (major and minor amendments); and

Conclusions of Law: The City concludes the proposed amendment does not concern a UGB amendment.

- D. The amendment complies with OAR 660-012-0060 of the Transportation Planning Rule.

Conclusions of Law: The City herewith incorporates and adopts the below conclusions of law addressing the Transportation Planning Rule as follows:

OREGON TRANSPORTATION PLANNING RULE
Oregon Administrative Rules Chapter 660, Division 12

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 (exclusive of correction of map errors in an adopted plan);
 - (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 land uses or levels of development that would result in types or 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.

Conclusions of Law (continued): The City concludes the proposed amendment from Tourist and Professional Office to Thoroughfare Commercial will not significantly affect a transportation facility based upon the evidence in Exhibit 10 which supports the following conclusions:

² This is given as a circumstantial example and the conclusion should not be construed to mean the City has an actual surplus of multi-family residential. No such multi-family land supply analysis exists in the application submittal.

- The proposed amendment will not change the functional classification of an existing or planned transportation facility because all the streets used by the subject application are functionally classified to serve commercial uses in the area and the proposed amendment will not materially alter the commercial trip generation of the site such that a functional classification would be altered.
- The amendment is a minor map amendment and does not propose any changes to standards implementing the City's functional classification system.
- From a trip generation potential standpoint, the proposed amendment does not allow uses that generate materially more traffic than the existing designation so nothing about the amendment will allow land uses or level of development that are inconsistent with the functional classification of existing and planned transportation facilities in the area that are already planned in the City's TSP to serve commercial uses at the subject property.
- From a trip generation potential standpoint, the proposed amendment does not allow uses that generate materially more traffic than the existing designation so nothing about the amendment would reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standards for facilities projected to meet adopted standards at the end of the planning period or worsen the performance of any facilities otherwise projected to exceed performance standards at the end of the planning period.

* * * * *

APPROVAL CRITERIA FOR ZONE CHANGE

Chapter 17.10 ZONE CHANGE

17.10.400 Approval criteria.

A recommendation or a decision to approve, approve with conditions or to deny an application for a text or map amendment shall be based on written findings and conclusions that address the following criteria:

- A. Approval of the request is consistent with the applicable statewide planning goals (major amendments only);

Conclusions of Law: The City herewith incorporates and adopts its conclusions of law above regarding statewide planning goal compliance for the Plan amendment and the City concludes the proposed zoning is consistent in all ways with those conclusions demonstrating compliance with the statewide planning goals.

- B. Approval of the request is consistent with the Central Point comprehensive plan (major and minor amendments);

Conclusions of Law: The City concludes criteria that require general compliance with the Comprehensive Plan does not automatically transform all the Goals and Policies of the Comprehensive Plan into decisional criteria for a quasi-judicial land use application, *see Bennett vs. The City of Dallas*. The City has reviewed its Comprehensive Plan and finds it did not identify any plan goals or policies that, by their language and context, are intended to function as decisional criteria for the proposed zone change (where the application includes a

concurrent application for plan amendment to Thoroughfare Commercial that is found to comply with the City's comprehensive plan).

- C. If a zoning map amendment, findings demonstrating that adequate public services and transportation networks to serve the property are either available, or identified for construction in the city's public facilities master plans (major and minor amendments); and

Conclusions of Law: Based upon the evidence in Section II and the findings of fact in Section IV, the City concludes as follows with respect to public services and transportation networks to serve the property:

- Water, Sewer and Storm Drainage facilities exist at the property and are adequate in condition and capacity to serve the property.
- The proposed zone change will not materially change the trip generation potential of the site, see Exhibit10. The Applicant's traffic engineer also analyzed the operation of transportation facilities in the area and that analysis shows that reasonable worst case development of the remaining vacant lot, together with the proposed Rogue Valley Microdevices project and the vet project under construction, can be accommodated with the existing capacity of the transportation system that serves the site, see Exhibit15.
- Police and Fire protection exist at the site currently and will continue at similar levels following the zone change.

- D. The amendment complies with OAR [660-012-0060](#) of the Transportation Planning Rule.

Conclusions of Law: The City herewith incorporates and adopts its conclusions of law above regarding the Transportation Planning Rule hereinabove and concludes the City the proposed zoning is consistent in all ways with those conclusions demonstrating compliance with the Transportation Planning Rule.

* * * * *

VI

SUMMARY OF APPLICANTS' STIPULATIONS

Applicants herewith agree to stipulate to the following, which they agree to observe if the same are attached as conditions to approval of the subject site plan review application:

Stipulation 1: *[RESERVED- The applicant did not identify the need for specific stipulations for the subject application but may supplement the initially submitted findings with certain stipulations if the same are found to be necessary during the course of the review process]*

VII

ULTIMATE CONCLUSIONS; DECISION

Based upon the record and the foregoing findings of fact and conclusions of law, it is concluded that the applications for Comprehensive Plan Amendment and Zone Change are consistent with the requirements of all of the relevant substantive approval criteria which have been addressed hereinabove.

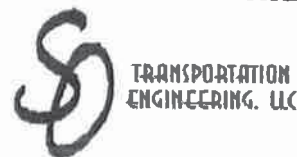
Respectfully submitted on behalf of Applicants and Property Owners.

CSA Planning, Ltd.



Jay Harland
Principal

October 17, 2016



Memorandum

To: Matt Samitore, Central Point Public Works Director
 Date: 05/16/2016
 Subject: C4 to C5 Zone Change Traffic Findings and Conclusions

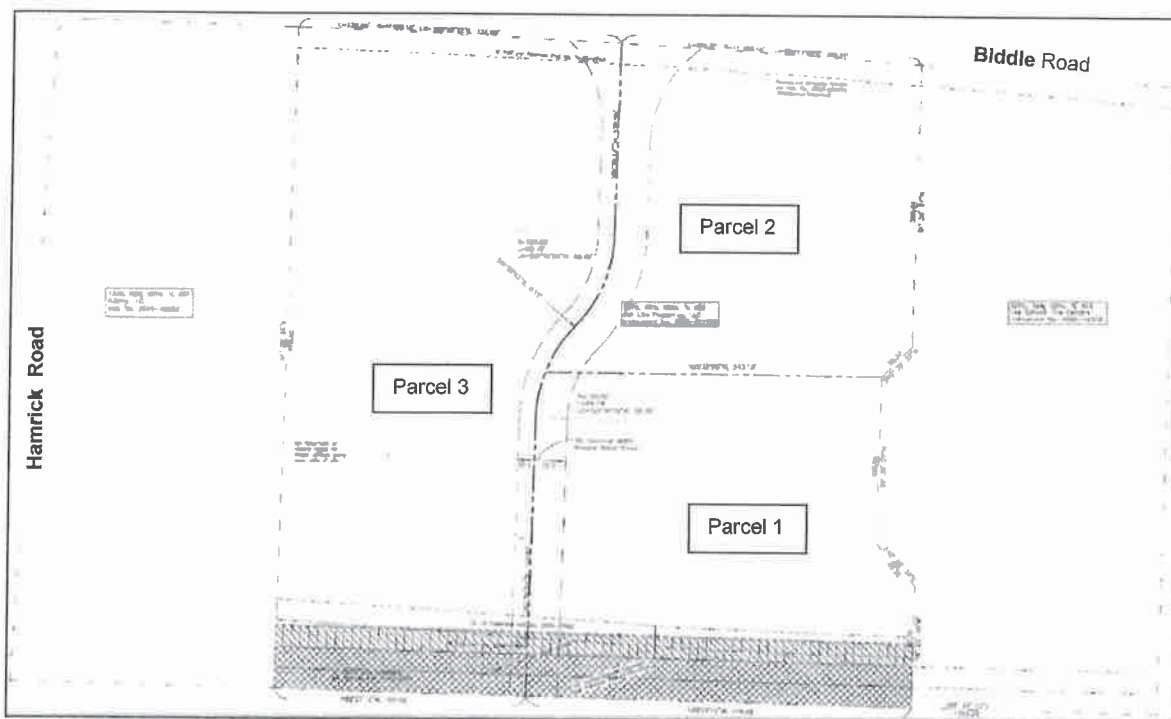
S.O. Transportation Engineering, LLC

112 Monterey Drive
 Medford, OR 97504
 Telephone 541.941.4148
 Fax 541.535.6873
 Kwkp1@Q.com

Southern Oregon Transportation Engineering, LLC evaluated impacts for a proposed zone change from C-4 to C-5 on Township 37S Range 2W Section 02, tax lot 802 in Central Point, Oregon. The parcel is located along the south side of Biddle Road west of Hamrick Road adjacent to Super 8.

Existing Site

Tax lot 802 is currently vacant and has tentative plat approval to be split into three parcels. There's a planned veterinary center on the southeast corner (Parcel 1) that has land use approval and is currently under review for building permits. Access to the site is provided to Biddle Road and through an internal lane to Hamrick Road that is expected to be constructed contemporaneously with the site work for the veterinary building.



Zone Change from C-4 and C-5

The current C-4 zoning district is intended to provide for the development of concentrated tourist commercial and entertainment facilities that will maximize ease of access and visibility from the Interstate 5 freeway and major arterial streets, while the C-5 zoning district provides for commercial and business uses that are most appropriately located along or near major highways or thoroughfares. Both zoning districts allow banks, offices, convenience markets, drugstores, restaurants, supermarkets, sporting goods stores, retail stores, liquor stores, veterinary clinics, and shopping centers to name some of the higher traffic generating uses. The C-5 zoning district allows light fabrication, assembly, packaging, and wholesale sales of consumer goods that are not permitted in the C-4 zoning district. Other differences include art schools, pawnshops, gymnasiums, and nurseries. The C-4 zoning district permits engineering services, legal services, art studios, and counselling

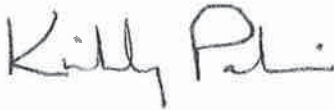
services, which are not permitted in the C-5 zone. As can be seen, non-permitted uses in both zones are the lower traffic generating uses. A full list of permitted uses for each zoning district is attached.

Conclusions

Traffic generations for both C-4 and C-5 zoning districts were compared and determined to have comparable, potential impacts to the transportation system. No change in the potential for additional traffic is estimated to occur as a result of the proposed zone change from C-4 to C-5.

If you have any questions or need additional information, please feel free to contact me.

Respectfully,

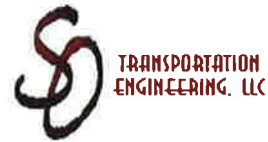


Kimberly Parducci, PE PTOE
Firm Principal
Southern Oregon Transportation Engineering, LLC

Cc: Michael Wang, PE (ODOT)
Mike Kuntz, PE (Jackson County)

Attachments: C4 and C5 permitted uses





**S.O. Transportation
Engineering, LLC**

112 Monterey Drive
Medford, OR 97504

Telephone 541.941.4148
Fax 541.535.6873

Kwkp1@Q.com

Memorandum

To: Matt Samitore, Central Point Public Works Director
Date: 10/04/2016
Subject: C4 to C5 Zone Change Additional Traffic Findings

Additional information was requested by the City of Central Point regarding a proposed zone change from C4 to C5 on Township 37S Range 2W Section 02, tax lot 802 in Central Point, Oregon. A previous memorandum was prepared in May of 2016 that concluded the two zoning districts (C4 and C5) had comparable, potential impacts to the transportation system. This memorandum explains this in more detail and serves as an addendum to the first memorandum.

C4 and C5 Zoning Districts

The C4 and C5 zoning districts both allow development of concentrated commercial uses, but differ in how they are located. Where C4 typically provides for maximized ease of access and visibility from the Interstate 5 freeway and major arterial streets, C5 provides for uses most appropriately located along or near major highways or thoroughfares. As stated in the previous memorandum, both zoning districts allow banks, offices, convenience markets, drugstores, restaurants, supermarkets, sporting goods stores, retail stores, liquor stores, veterinary clinics, and shopping centers to name some of the higher traffic generating uses. The highest permitted traffic generator in either zone is a convenience market, which is shown in the ITE *Trip Generation* to generate 52.41 trips per 1000 square feet during the p.m. peak hour. There are other uses that are outright permitted in one zone but a conditional use in the other. However, both zones are built out with these types of uses in a manner that balances out potential trip generations. Overall, the highest and best uses in C5 are not shown to generate any more traffic than C4.

Traffic Impact Analysis Applicability

The City of Central Point Public Works Standards and Specifications require a traffic impact analysis for a land use application that involves one or more of the following actions in 320.10.03 (3)(a-g). These include:

- a) A change in zoning or plan amendment designation that generates 300 average daily trips (ADT) more than the current zoning;

The proposed zone change from C4 to C5 is shown to generate no additional traffic to the transportation system.

- b) Any proposed development or land use action that a road authority, including the city, Jackson County or ODOT, states may have operational or safety concerns along its facilities;

There are no known operational or safety concerns as a result of the proposed zone change.

- c) An increase in site traffic volume generation by 250 average daily trips (ADT) or more, or 25 peak hour trips;

Not applicable at the time of zone change, but is being addressed with the proposed development application.

- d) An increase in peak hour volume of a particular movement to and from the State highway by 20 percent or more;

An access analysis is not applicable at the time of zone change, but is being addressed with the proposed development application. However, the site does not take access from a State highway and

Conclusions

The proposed zone change and comprehensive plan map amendment from C4 to C5 on Township 37S Range 2W Section 02, tax lot 802 is concluded to generate no increase in traffic to the transportation system. The proposed plan amendment and zone change will, therefore, not significantly affect any existing or planned transportation facility nor will it result in types or levels of travel or access that are inconsistent with the functional classification of any existing or planned transportation facility such that it would not meet the performance standard identified in the City's Transportation System Plan (TSP) or Comprehensive Plan. Additionally, the plan/zoning amendment does not meet the Public Works Traffic Impact Analysis (TIA) Applicability requirements as set forth in section 320.10.03 (3)(a-g) of their Standards and Specifications, and does not warrant any further traffic analysis.

In conclusion, the application for plan and zoning amendment are found to be in compliance with the City of Central Point Comprehensive Plan pursuant to the Central Point Land Development Code, and are shown to be consistent with the Transportation Planning Rule (TPR). No further analysis is shown to be required.

Respectfully,



Kimberly Parducci, PE PTOE
Firm Principal
Southern Oregon Transportation Engineering, LLC



Attachments: C4 and C5 permitted use comparisons
OAR 660-012-0060

Permitted Use	C4	C5	Highest and Best Uses - ITE
Bicycle shop	Yes	Yes	Potentially high - varies
Audio/Video sales	Yes	Yes	
Printing and publishing	Yes	Yes	
Mobile food vendors	Yes	CU	
Liquor store	Yes	Yes	
Ice/Skating Rink	CU	Yes	32.65 PM / 1000 SF
Dance Hall	CU	Yes	
Billiard/pool Hall	CU	Yes	
Miniature Golf	CU	Yes	
Business Schools	CU	Yes	
Physical Fitness Center	CU	Yes	
Carwash	CU	Yes	
Taxicab Office	CU	Yes	
Ambulance Services	CU	Yes	
Drive-in Fast Food	CU	Yes	
Contractors Office	No	Yes	
Medical Clinic & Lab	No	Yes	
Appliance Service	No	Yes	
Locksmith	No	Yes	
Art/Music/Business School	No	Yes	
Upholstery Shop	No	Yes	
Veterinary Clinic	Yes	Yes	
Tire Sales	No	Yes	
Glass/Mirror Sales	No	Yes	
Large Retail Establishments	No	Yes	
RV Storage	No	Yes	
Light Fabrication	No	Yes	
Hardware Sales	No	Yes	
Monument Sales	No	Yes	
Feed, seed, fuel	No	Yes	
Electrical/Plumbing Supplies	No	Yes	
Heating & Air Equipment	No	Yes	
Stone/Tile Supplies	No	Yes	
Nursery	No	Yes	
Antique shop	No	Yes	
Pawnshop	No	Yes	
Public Utilities	No	Yes	
Furniture Sales	No	Yes	

(b) Change standards implementing a functional classification system; or

(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or

(C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.

(2) If a local government determines that there would be a significant effect, then the local government must ensure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility measured at the end of the planning period identified in the adopted TSP through one or a combination of the remedies listed in (a) through (e) below, unless the amendment meets the balancing test in subsection (2)(e) of this section or qualifies for partial mitigation in section (11) of this rule. A local government using subsection (2)(e), section (3), section (10) or section (11) to approve an amendment recognizes that additional motor vehicle traffic congestion may result and that other facility providers would not be expected to provide additional capacity for motor vehicles in response to this congestion.

(a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.

(b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of this division; such amendments shall include a funding plan or mechanism consistent with section (4) or include an amendment to the transportation finance plan so that the facility, improvement, or service will be provided by the end of the planning period.

(c) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.

(d) Providing other measures as a condition of development or through a development agreement or similar funding method, including, but not limited to, transportation system management measures or minor transportation improvements. Local governments shall, as part of the amendment, specify when measures or improvements provided pursuant to this subsection will be provided.

(e) Providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, if the provider of the significantly affected facility provides a written statement that the system-wide benefits are sufficient to balance the significant effect, even though the improvements would not result in consistency for all performance standards.

(3) Notwithstanding sections (1) and (2) of this rule, a local government may approve an amendment that would significantly affect an existing transportation facility without assuring that the allowed land uses are consistent with the function, capacity and performance standards of the facility where:

(a) In the absence of the amendment, planned transportation facilities, improvements and services as set forth in section (4) of this rule would not be adequate to achieve consistency with the identified function, capacity or performance standard for that facility by the end of the planning period identified in the adopted TSP;

(b) Development resulting from the amendment will, at a minimum, mitigate the impacts of the amendment in a manner that avoids further degradation to the performance of the facility by the time of the development through one or a combination of transportation improvements or measures;

**FINDINGS OF FACT
AND CONCLUSIONS OF LAW
File No.: 16022**

Before the City of Central Point Planning Commission

Consideration of a Comprehensive Plan Amendment and Land Use Redesignation on a 4.87 acre lot located at 4901 Biddle Road. The property is identified on the Jackson County Assessor's map as 37S2W 01C, Tax Lot 802.

Applicant:

Rogue Valley Microdevices Inc./)	Findings of Fact
Tail Light Properties, LLC)	and
City of Central Point, Oregon)	Conclusion of Law

**PART 1
INTRODUCTION**

It is requested that the above referenced tax lot be redesignated and rezoned to a Thoroughfare Commercial use to allow a wider range of employment options to facilitate greater job creation in Central Point. At the same time, it is the City's intent to clarify the location and characteristics for commercial properties in the Land Use Element. These findings have been prepared with the understanding that both the Comprehensive Plan (Map) and Zoning Map will be changed to become consistent with one another.

The Comprehensive Plan Amendment involves legislative action on the City's part while the request from the co-applicants involve a quasi-judicial map amendment, which is normally processed using Type III application procedures. Consequently, the City is processing this plan amendment using the broader Type IV procedures. These are set forth in Section 17.05.500 and 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. State Transportation Planning Rule
4. CPMC, Chapter 17.96

Findings will be presented in four (4) parts addressing the requirements of Section 17.05.500 as follows:

1. Introduction
2. Statewide Planning Goals
3. Comprehensive Plan
4. Summary Conclusion

**PART 2
STATEWIDE PLANNING GOALS**

A finding of consistency with the applicable statewide planning goals is generally reserved for major amendments which revisions to the Land Use Element dictate in this case (reference CPMC, Chapter 17.96.500 Approval criteria).

Goal 2: Land Use Planning

PART I – PLANNING

To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions ...

Finding: The proposed Comprehensive Plan Land Use revision and Map change constitute an amendment to commercial land use in Central Point. They are compatible with the Commercial Goal: *To create an economically strong and balanced commercial sector of the Community that is easily accessible, attractive, and meets the commercial needs of the local market area.* The proposed language reflects land use changes made by the City over time and identifies current land uses and zones approved by the City and acknowledged by the state. The Oregon Department of Land Conservation and Development was notified of this Comprehensive Plan Amendment and has not yet commented.

Conclusion: Consistent with Statewide Planning Goal for Land Use Planning.

*The City will rely on the applicant's findings and Goal applicability for the comprehensive plan amendment as they apply to items other than land use planning.

PART 3 COMPREHENSIVE PLAN

The Comprehensive Plan Land Use Map currently designates the property in question as Tourist and Office Professional and the proposal is to re-designate this land for Thoroughfare Commercial to match the designation of an adjoining lot to the east. The Land Use Element (text) has not been updated to reflect past Comprehensive Plan (Map) amendments approved by the City Council. Those changes include Transit Oriented Development (TOD) designations in the Downtown and along the Highway 99 corridor as well as Thoroughfare Commercial designations along Biddle Road east of the interchange. The Council made conscious decisions in 1998 and again in 2001 to redefine commercial land uses but neglected to clarify this in the Comprehensive Plan text. The proposed revisions in Attachment "C" of this staff report offer new language to support the City's past actions as well as its current and future intentions. The Thoroughfare Commercial designation was created *to provide for commercial and business uses that are most appropriately located along or near major highways or thoroughfares, and are largely dependent upon highway visibility and easy vehicular access.* This is an appropriate designation along Biddle and Table Rock Roads.

Finding: The property in question proposes a land use category that has been adopted by the City and, given the coincident changes to Commercial Land Use language in the Comprehensive Plan, are consistent with past City goals, policies and actions.

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 plan amendment and zone change does not change the functional classification of an existing or planned transportation facility. The proposed zone change from C-4 to C-5 is shown to generate no additional traffic to the transportation system.

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

Finding 660-012-0060(1)(b): The highest and best uses in Thoroughfare Commercial (C-5) are not shown to generate any more traffic than Tourist and Office Professional (C-4). Consequently, the proposed amendments 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 plan amendment and 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.

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

Finding 660-012-0060(1)(c)(B): There are no known operational or safety concerns as a result of the proposed land use amendment and zone change. 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 plan amendment and zone change will not cause the worsening of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the Master Plan or Comprehensive Plan. Capital improvements are scheduled in the City's TSP that are anticipated to mitigate the impacts of redevelopment in this sector of the community.

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 plan amendment and zone change application has been submitted to redesignate 4.87 acres from Tourist and Office Professional to Thoroughfare Commercial and to rezone C-4 to C-5. The proposal will be considered by the planning commission and a recommendation will be made to the City Council for final decision.

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 City's TSP and are sufficient to serve the allowable uses. The proposal will not significantly increase the demand on public facilities over the current uses.

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 plan amendment and zone change are consistent with Strategic Planning goals, are in the interest of the community, are compatible with surrounding land uses and correct inconsistencies in the Comprehensive Plan and zoning maps.

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 plan amendment and zone change are consistent with applicable standards and criteria in the Central Point Municipal Code, including the Statewide Planning Goals (where applicable), Comprehensive Plan, and Statewide Transportation Planning Rule.

PLANNING COMMISSION RESOLUTION NO. 836

A RESOLUTION FORWARDING A FAVORABLE RECOMMENDATION TO THE CITY COUNCIL TO APPROVE THE COMPREHENSIVE PLAN AMENDMENT AND LAND USE REDESIGNATION OF APPROXIMATELY FIVE (5) ACRES SOUTH OF BIDDLE ROAD BETWEEN HAMRICK AND TABLE ROCK ROADS FROM TOURIST AND OFFICE PROFESSIONAL TO THOROUGHFARE COMMERCIAL

FILE NO. 16022

Applicants: Rogue Valley Microdevices; Tail Light Properties and the City of Central Point;

WHEREAS, the proposed Comprehensive Plan (Map) designation and text revision constitute a *legislative* amendment; and

WHEREAS, Section 17.05.500 of the municipal code dictates that City Planning Commission shall make a recommendation to the City Council on an application for a comprehensive plan amendment; and

WHEREAS, the Plan Amendment and Map Re-designation from Tourist and Office Professional to Thoroughfare Commercial uses will clarify the City's intent for commercial properties and allow a wider range of employment uses to facilitate greater job creation in Central Point; and

WHEREAS, As evidenced in findings and conclusions, the proposed plan amendment and zone change are consistent with applicable standards and criteria in the Central Point Municipal Code, including the Statewide Planning Goals (where applicable), the Comprehensive Plan, and Statewide Transportation Planning Rule.

NOW, THEREFORE, BE IT RESOLVED, that the City of Central Point Planning Commission, by this Resolution No. 836, does recommend that the City Council approve the Comprehensive Plan Amendment and Map Re-designation from Tourist and Office Professional to Thoroughfare Commercial. This decision is based on the Staff Report dated December 6, 2016 attached hereto by reference and incorporated herein.

PASSED by the Planning Commission and signed by me in authentication of its passage this 6th day of December, 2016.

Planning Commission Chair

ATTEST:

City Representative
Approved by me this 6th day of January, 2016

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND USE ELEMENT (TEXT AND MAPS) OF THE CENTRAL POINT COMPREHENSIVE PLAN TO UPDATE THE COMMERCIAL LAND USE SECTION THAT DOCUMENT ACTIONS TAKEN IN THE PAST, ALLOW A WIDER RANGE OF EMPLOYMENT USES AND FACILITATE GREATER JOB CREATION IN CENTRAL POINT.

Recitals:

- A. Words ~~lined through~~ are to be deleted and words **in bold** are added.
- B. 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.
- C. 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.
- D. Pursuant to the requirements set forth in CPMC Chapter 17.96.100 Comprehensive Plan and Urban Growth Boundary Amendments – Purpose and Chapter 17.05.500, Type IV Review Procedures, the City has initiated an application and conducted the following duly advertised public hearings to consider the proposed amendment:
 - a) Planning Commission hearing on December 6, 2016
 - b) City Council hearings on January 12, 2017 and January 26, 2017.

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

Section 1. Amendments to THE LAND USE PLAN, COMMERCIAL LAND USE SECTION XII-13 to read:

COMMERCIAL LAND USE

Commercial Goal:

- To create an economically strong and balanced commercial sector of the community that is easily accessible, attractive, and meets the commercial needs of the local market area.

Commercial Land Use Plan:

The Land Use Plan shows three basic commercial categories:

General Commercial
Tourist & Office-Professional
Convenience Center

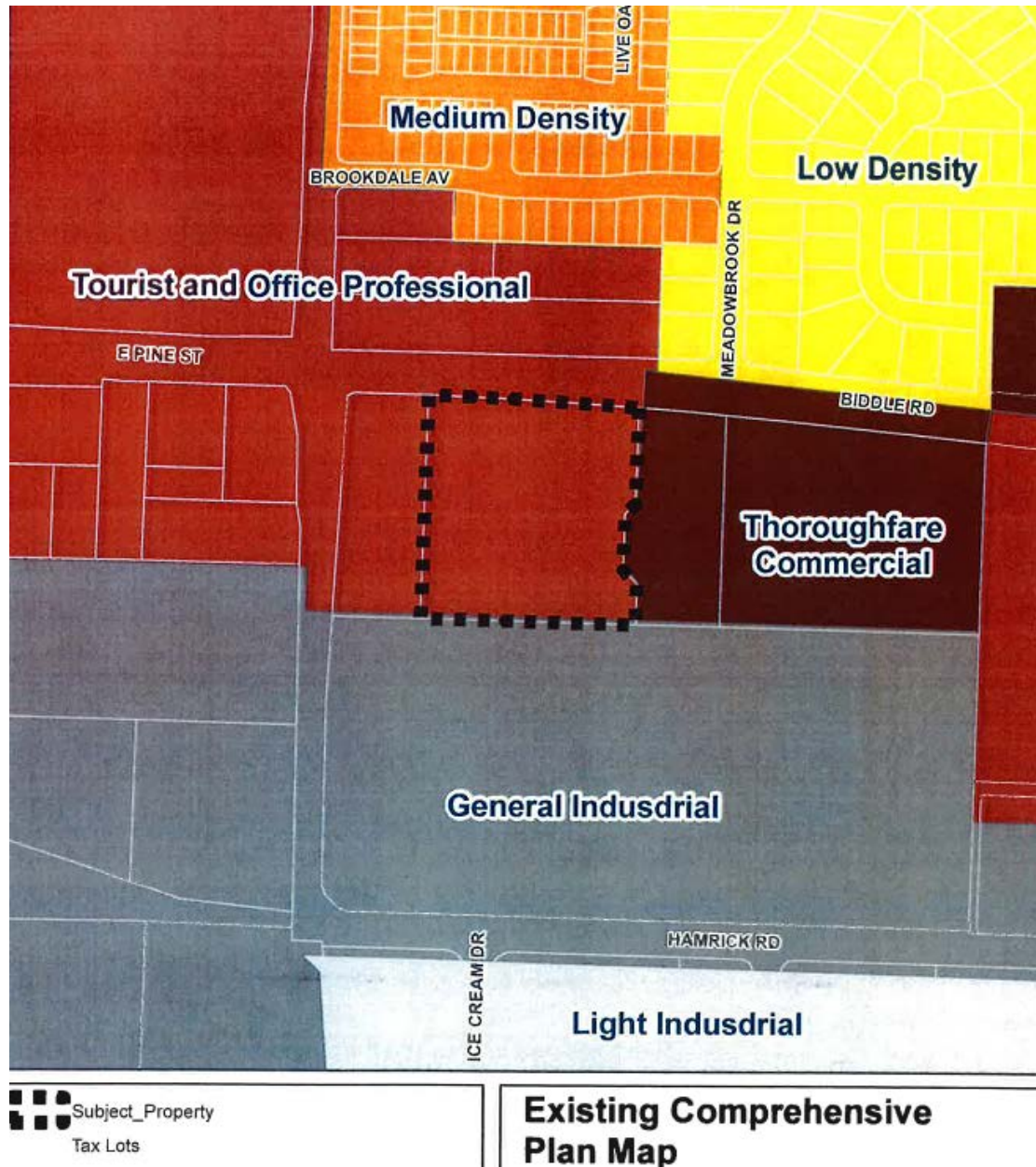
The General Commercial designation is applied to the central business district and areas along the east side of Highway 99 from Beall Lane northward to the high school. **In the late 1990's the City Council added General Commercial land use designations along Pine Street/Biddle Road on the East side of Interstate-5.** This general area is suitable for a wide range of commercial uses that are suitable for the central portions of the community **and along designated freight routes.** The Zoning Map for Central Point, which is consistent with the Comprehensive Plan Map, further subdivides the General Commercial category into three zoning districts. The Central Business District (~~C-3~~, **TOD-EC**) extends along Pine Street, roughly between First Street and Seventh Street. This zone is designed to strengthen the commercial core area of the City. ~~Adjacent to the C-3 zone to the north and south is the C-2 (Limited Commercial Professional) zoning district which is somewhat less intensive than the commercial core area, but provides a good transitional zone between the high intensity of the downtown area and the low density residential areas to the north and south.~~ **Also within the Central Business District (CBD) are those properties** ~~The third zone under this category is the C-5 (Thoroughfare Commercial) district which extends along Highway 99 designated TOD-GC which and provides for a mixture of mostly automobile-related commercial activities as well as fabrication to encourage 'maker spaces', many of which will be related to the light industrial areas across the highway to the west.~~ **The third zone under this category is the C-5 (Thoroughfare Commercial) district which is also compatible with light industry and located along major transportation corridors.**

Tourist Commercial/Office Professional is the second of the commercial land use categories. This area is zoned ~~R-4~~ **C-4**, which is the City's corresponding zone. With the continued development of EXPO Park and the airport, the City sees a significant opportunity to plan for expanded tourist facilities and compatible professional office development, primarily along East Pine Street from Seventh Street to the vicinity of Hamrick Road.

The Convenience Center category would provide for small convenience shopping districts within the residential neighborhoods or at major arterial intersections. The City's ~~C-4~~**C-N** zoning district provides for these types of uses and will ensure that these commercial uses will be compatible with the adjacent residential areas.

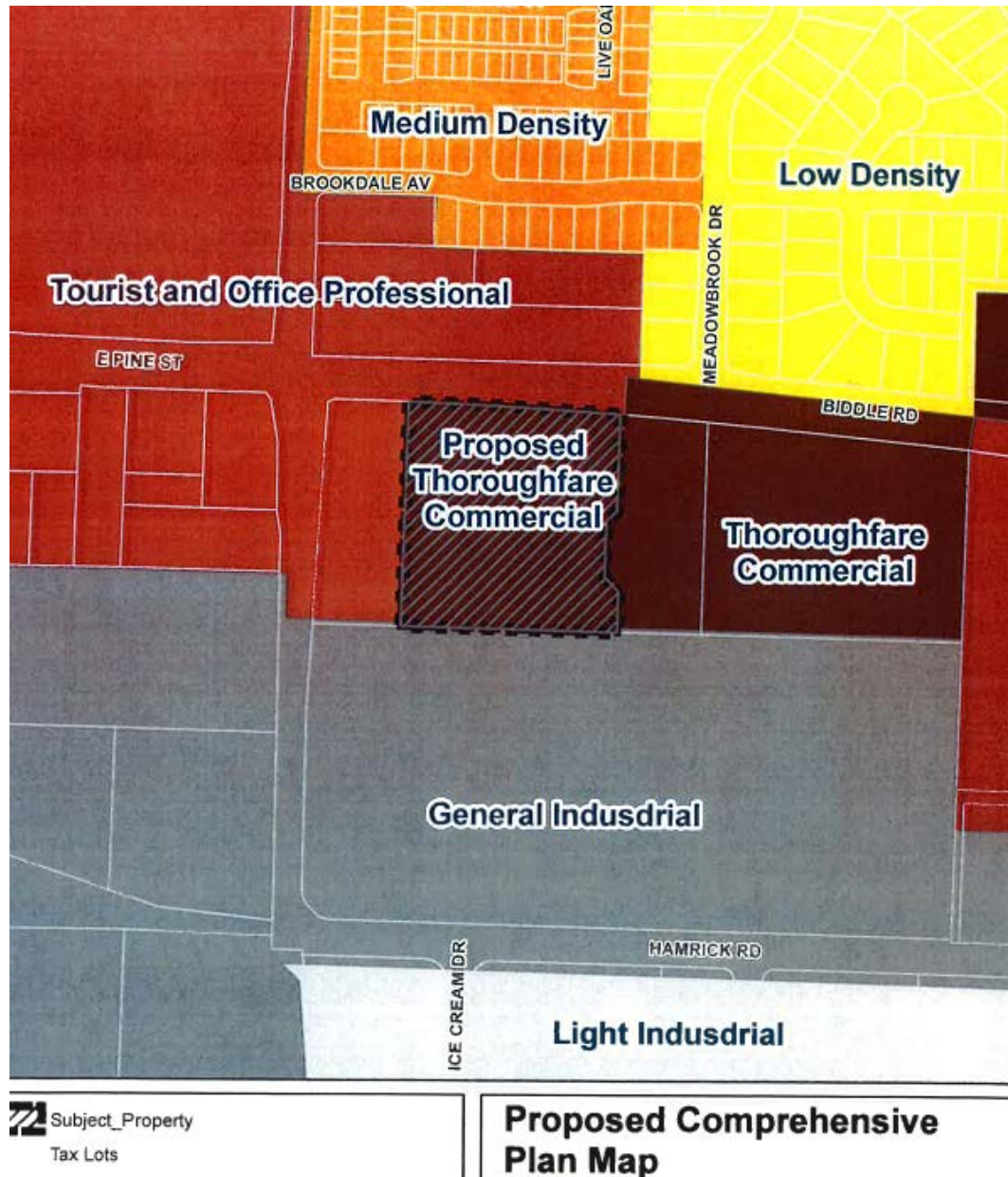
Pg. 2 Ordinance No. _____ (___/___/___)

Section 2. Existing Comprehensive Plan Map illustrates:



Pg. 3 Ordinance No. _____ (___/___/___)

Section 3. Amendments to Comprehensive Plan Map to illustrate:



Pg. 4 Ordinance No. _____ (___/___/___)

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

Pg. 5 Ordinance No. _____ (___/___/___)

Public Hearing/Ordinance

Amending Zoning Map



STAFF REPORT

January 12, 2017

AGENDA ITEM: File No. 16024

Consideration of a Zone (map) Change application from Tourist and Office Professional (C-4) to Thoroughfare Commercial (C-5) for a 4.87 acre parcel located at 4901 Biddle Road. The Project Site is identified on the Jackson County Assessor's map as 37S 2W 01C, Tax Lot 802. **Applicant:** Rogue Valley Microdevices/Tail Light Properties, LLC. **Agent:** Jay Harland, CSA Planning.

STAFF SOURCE:

Tom Humphrey AICP, Community Development Director

BACKGROUND:

The applicant has requested a minor zone map amendment from C-4 to C-5 with the intent of developing a new tax lot for a Corporate Headquarters and Light Fabrication Facility. As shown in Table 1, the proposed zone change allows more permitted land uses and fewer conditional uses. However, the nature of the expanded list of permitted uses will not have an appreciable difference on traffic generation or impact and may even improve it (see Attachment B).

The City Planning Commission considered this zone change at its regular meeting in December and unanimously recommended City Council approval (Attachment D). Although a recommendation to approve a minor amendment may include conditions, the Commission saw no need to impose any conditions at this time. Approval of this zone change will enable the Planning Commission approvals of a conditional use permit and a site plan for Microdevices to proceed.

Table 1. Proposed Zone Change

Zoning District	Permitted Land Uses	Conditional/Not Permitted	
		CUP	NP
Current (C-4)	50	10	22
Proposed (C-5)	69	2	11

ISSUES & NOTES:

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

1. **Zoning Map and Zoning Code Text Amendments, CPMC Chapter 17.10.** This municipal code section provides standards and procedures for major and minor amendments to the Central Point zoning map. In this case the application was submitted with a Comprehensive Plan Amendment and initiated jointly by the current and anticipated property owners (once it is partitioned). The action is considered a 'minor' amendment and is being processed using Type III procedures. The amendment should be based on the following criteria; 1) its consistency with the City's Comprehensive Plan, 2) findings demonstrating that adequate public services and transportation networks will serve the property and 3) compliance with the State's Transportation Planning Rule.

2. **Comprehensive Plan Compliance.** Approval of the proposed zone change must be found consistent with the City's Comprehensive Plan Land Use Plan Map. The subject property has a current Comprehensive Plan designation of Tourist and Office Professional but is proposed for amendment to Thoroughfare Commercial concurrent with this zone change. If the Comp Plan Amendment is approved, the zone change to C-5, Thoroughfare Commercial will be consistent and compliant.
3. **Compatibility with Surrounding Land Uses and Zoning.** The subject property is contiguous to lands zoned C-5, Thoroughfare Commercial to the east, and is compatible with M-2, General Industrial to the south and C-4, Tourist and Office Professional to the west. Although the proposed zone change allows for the increase of permitted land uses versus conditional uses, the overall character will remain consistent with the surrounding commercial uses per CPMC 17.20.
4. **Transportation Planning Rule (TPR) Compliance, OAR 660-012-0060.** Criteria for TPR compliance is addressed in the traffic findings (Attachment B) demonstrating adequate public services and transportation networks.

ATTACHMENTS:

Attachment "A" – Comprehensive Plan and Zoning Maps

Attachment "B" – Traffic Findings, S. O. Transportation Engineering, LLC.

Attachment "C" – Planning Department's Findings

Attachment "D" – Resolution No. 837

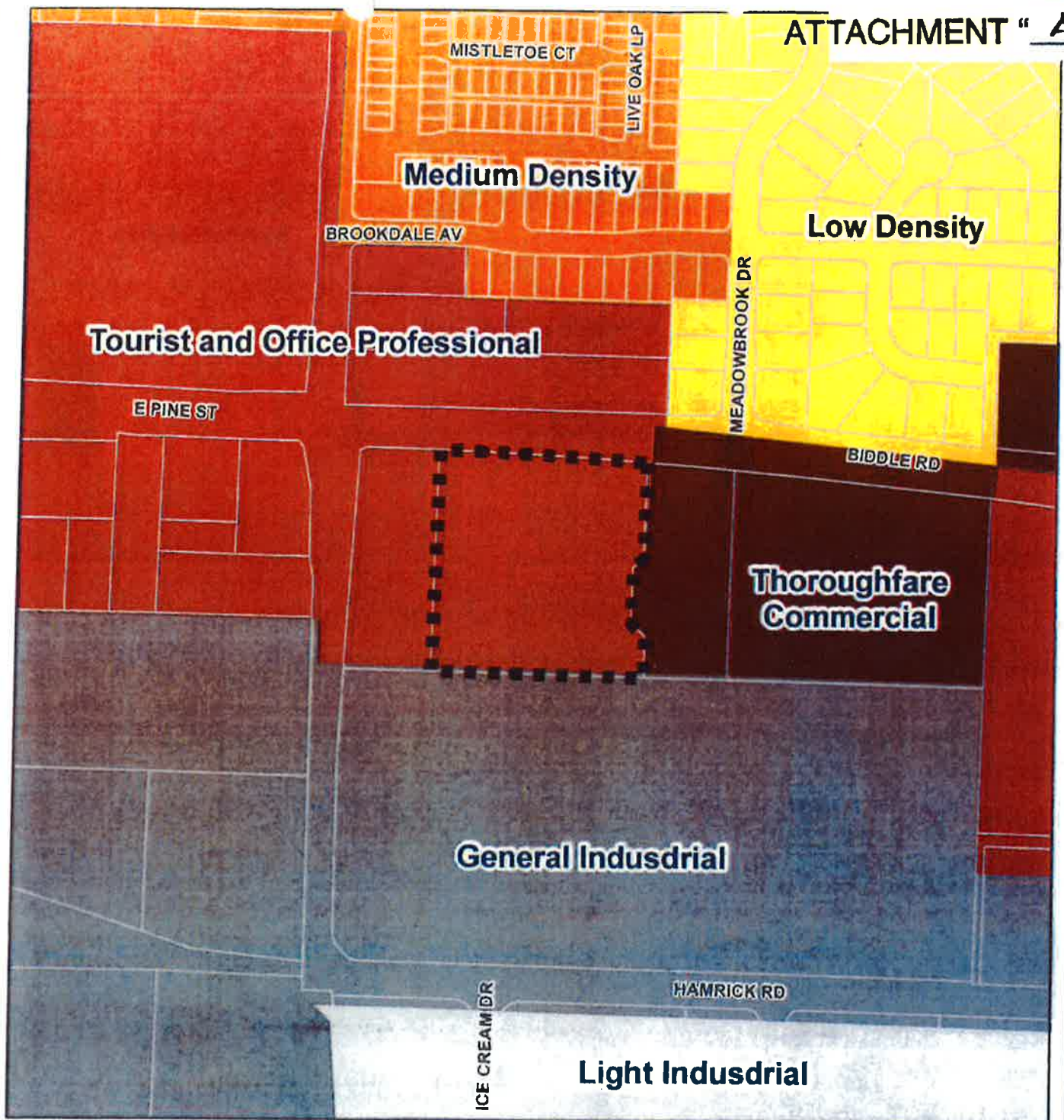
Attachment "E" – Ordinance No. ____ An Ordinance Amending The Central Point Zoning Map On Tax Lot 802 Of 37S 2W 01C (4.87 Acres) From C-4, Tourist And Office Professional To C-5, Thoroughfare Commercial Zoning

ACTION:

Open public hearing and consider the proposed amendment to the Comprehensive Plan Land Use Element and Map, close public hearing and 1) forward the ordinance to a second reading, 2) make revisions and forward the ordinance to a second reading or 3) deny the ordinance.

RECOMMENDATION:

Discuss ordinance proposal and forward ordinance and amendments to a second reading.



Subject_Property

Tax Lots

Central Point Comp Land Use Plan

General Industrial

Light Industrial

Low Density Res.

Medium Density Res.

Thoroughfare Commercial

Tourist and Office Professional

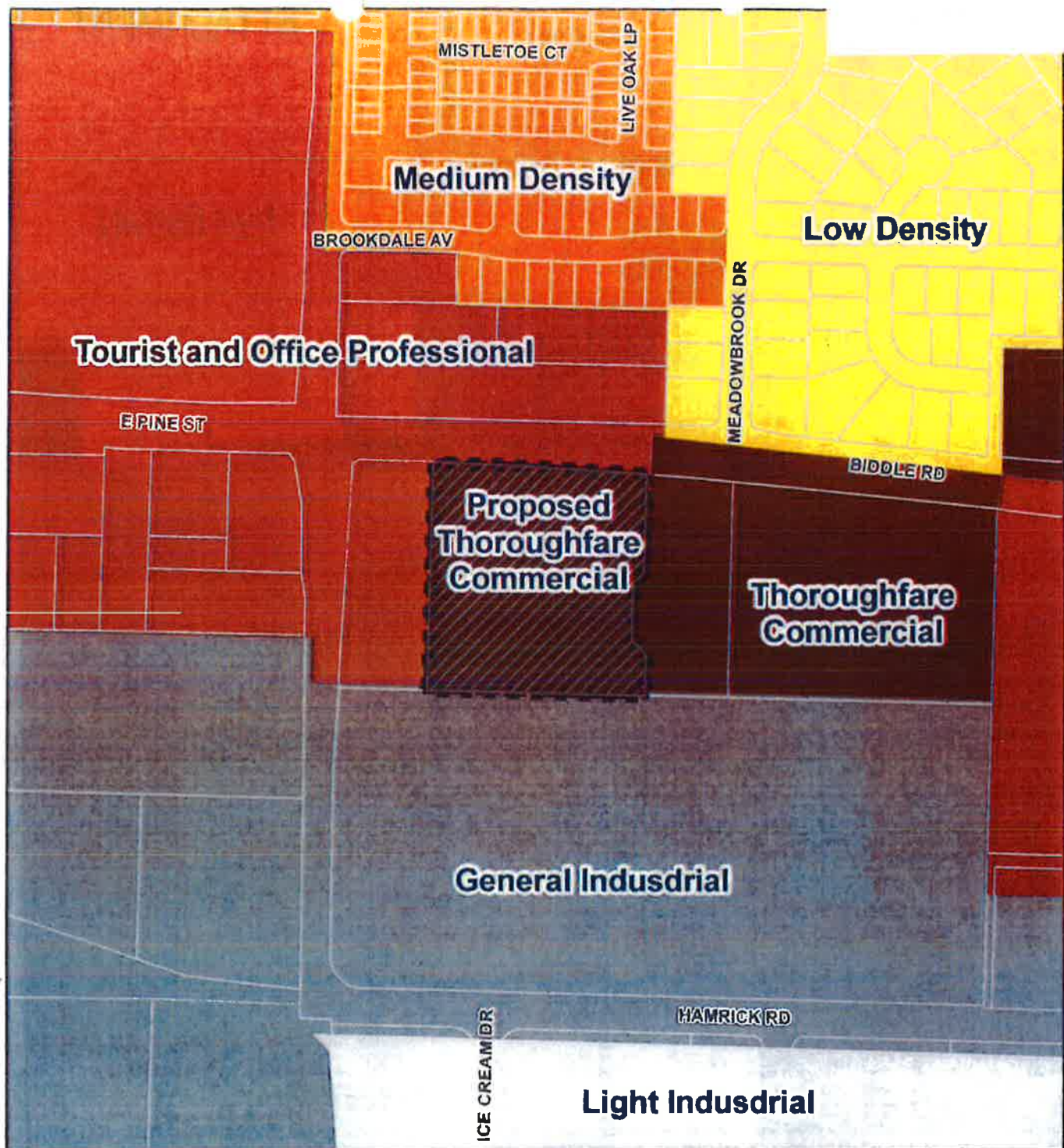
Print Date: 3-16-2016; Source: CSA Planning, Ltd; Jackson County GIS; City of Central Point GIS

Existing Comprehensive Plan Map

Comprehensive Plan Amendment / Zone Change
Rogue Valley Microdevices &
Tail Lite Properties LLC
37-2W-01C-802



300 150 0 300 Feet



Subject_Property

Tax Lots

**Central Point Comp
Land Use Plan**

General Industrial

Light Industrial

Low Density Res.

Medium Density
Res.

Thoroughfare
Commercial

Tourist and Office
Professional

Print Date: 3-15-2016; Source: CSA Planning, Ltd;
Jackson County GIS; City of Central Point GIS

Proposed Comprehensive Plan Map

Comprehensive Plan Amendment / Zone Change
Rogue Valley Microdevices &
Tail Lite Properties LLC
37-2W-01C-802



300 150 0

300 Feet



2012 Aerial



Subject_Property

Tax Lots



Zoning Outline

300 150 0 300 Feet

Existing Zoning Map On Aerial Photo

Comprehensive Plan Amendment / Zone Change
Rogue Valley Microdevices &
Tail Lite Properties LLC
37-2W-01C-802



Print Date: 03-15-2016; Source: CSA Planning, Ltd;
Jackson County GIS; City of Central Point GIS





2012 Aerial



Subject_Property

Tax Lots

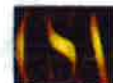


Zoning Outline

300 150 0 300 Feet

Proposed Zoning Map On Aerial Photo

Comprehensive Plan Amendment / Zone Change
Rogue Valley Microdevices &
Tail Lite Properties LLC
37-2W-01C-802



Print Date: 03-15-2016; Source: CSA Planning, Ltd;
Jackson County GIS; City of Central Point GIS



Memorandum

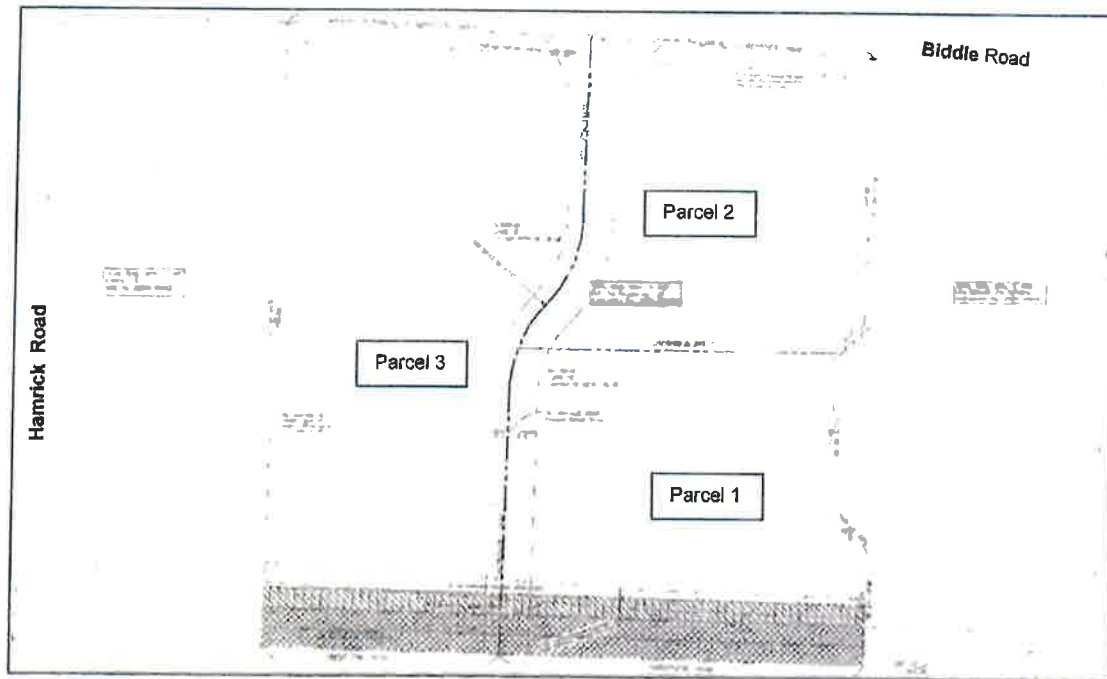
To: Matt Samitore, Central Point Public Works Director
 Date: 05/16/2016
 Subject: C4 to C5 Zone Change Traffic Findings and Conclusions

S.O. Transportation
 Engineering, LLC
 112 Monterey Drive
 Medford, OR 97504
 Telephone 541.941.4148
 Fax 541 535 8873
 Kwkpt1@Q.com

Southern Oregon Transportation Engineering, LLC evaluated impacts for a proposed zone change from C-4 to C-5 on Township 37S Range 2W Section 02, tax lot 802 in Central Point, Oregon. The parcel is located along the south side of Biddle Road west of Hamrick Road adjacent to Super 8.

Existing Site

Tax lot 802 is currently vacant and has tentative plat approval to be split into three parcels. There's a planned veterinary center on the southeast corner (Parcel 1) that has land use approval and is currently under review for building permits. Access to the site is provided to Biddle Road and through an internal lane to Hamrick Road that is expected to be constructed contemporaneously with the site work for the veterinary building.



Zone Change from C-4 and C-5

The current C-4 zoning district is intended to provide for the development of concentrated tourist commercial and entertainment facilities that will maximize ease of access and visibility from the Interstate 5 freeway and major arterial streets, while the C-5 zoning district provides for commercial and business uses that are most appropriately located along or near major highways or thoroughfares. Both zoning districts allow banks, offices, convenience markets, drugstores, restaurants, supermarkets, sporting goods stores, retail stores, liquor stores, veterinary clinics, and shopping centers to name some of the higher traffic generating uses. The C-5 zoning district allows light fabrication, assembly, packaging, and wholesale sales of consumer goods that are not permitted in the C-4 zoning district. Other differences include art schools, pawnshops, gymnasiums, and nurseries. The C-4 zoning district permits engineering services, legal services, art studios, and counselling

services, which are not permitted in the C-5 zone. As can be seen, non-permitted uses in both zones are the lower traffic generating uses. A full list of permitted uses for each zoning district is attached.

Conclusions

Traffic generations for both C-4 and C-5 zoning districts were compared and determined to have comparable, potential impacts to the transportation system. No change in the potential for additional traffic is estimated to occur as a result of the proposed zone change from C-4 to C-5.

If you have any questions or need additional information, please feel free to contact me.

Respectfully,

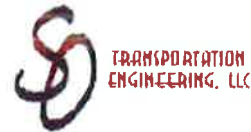
Kimly P.

Kimberly Parducci, PE PTOE
Firm Principal
Southern Oregon Transportation Engineering, LLC

Cc Michael Wang, PE (ODOT)
Mike Kuntz, PE (Jackson County)

Attachments: C4 and C5 permitted uses





**S.O. Transportation
Engineering, LLC**

112 Monterey Drive
Madford, OR 97504

Telephone 541.941.4148
Fax 541.535.5873

Kwlp17@Q.com

Memorandum

To: Matt Samitore, Central Point Public Works Director
Date: 10/04/2016
Subject: C4 to C5 Zone Change Additional Traffic Findings

Additional information was requested by the City of Central Point regarding a proposed zone change from C4 to C5 on Township 37S Range 2W Section 02, tax lot 802 in Central Point, Oregon. A previous memorandum was prepared in May of 2016 that concluded the two zoning districts (C4 and C5) had comparable, potential impacts to the transportation system. This memorandum explains this in more detail and serves as an addendum to the first memorandum.

C4 and C5 Zoning Districts

The C4 and C5 zoning districts both allow development of concentrated commercial uses, but differ in how they are located. Where C4 typically provides for maximized ease of access and visibility from the Interstate 5 freeway and major arterial streets, C5 provides for uses most appropriately located along or near major highways or thoroughfares. As stated in the previous memorandum, both zoning districts allow banks, offices, convenience markets, drugstores, restaurants, supermarkets, sporting goods stores, retail stores, liquor stores, veterinary clinics, and shopping centers to name some of the higher traffic generating uses. The highest permitted traffic generator in either zone is a convenience market, which is shown in the ITE *Trip Generation* to generate 52.41 trips per 1000 square feet during the p.m. peak hour. There are other uses that are outright permitted in one zone but a conditional use in the other. However, both zones are built out with these types of uses in a manner that balances out potential trip generations. Overall, the highest and best uses in C5 are not shown to generate any more traffic than C4.

Traffic Impact Analysis Applicability

The City of Central Point Public Works Standards and Specifications require a traffic impact analysis for a land use application that involves one or more of the following actions in 320.10.03 (3)(a-g). These include:

a) A change in zoning or plan amendment designation that generates 300 average daily trips (ADT) more than the current zoning;

The proposed zone change from C4 to C5 is shown to generate no additional traffic to the transportation system.

b) Any proposed development or land use action that a road authority, including the city, Jackson County or ODOT, states may have operational or safety concerns along its facilities;

There are no known operational or safety concerns as a result of the proposed zone change.

c) An increase in site traffic volume generation by 250 average daily trips (ADT) or more, or 25 peak hour trips;

Not applicable at the time of zone change, but is being addressed with the proposed development application.

d) An increase in peak hour volume of a particular movement to and from the State highway by 20 percent or more;

An access analysis is not applicable at the time of zone change, but is being addressed with the proposed development application. However, the site does not take access from a State highway and

the projected trip volumes for any movements at the I-5 interchange would be less than 20% of the total volume of any of those movements.

e) An increase in use of adjacent streets by vehicles exceeding twenty thousand pounds gross vehicle weight by 10 vehicles or more per day;

Not applicable at the time of zone change, but is being addressed with the proposed development application.

f) The location of the access driveway does not meet minimum sight distance requirements, as determined by the city engineer, or is located where vehicles entering or leaving the property are restricted, or such vehicles queue or hesitate on the state highway, creating a safety hazard at the discretion of the community development director; or

Not applicable at the time of zone change, but is being addressed with the proposed development application. No new direct access to the public street system is requested or required to serve the development on the land subject to the zone change.

g) A change in internal traffic patterns that, at the discretion of the Public Works Director, may cause safety problems, such as back-up onto a street or greater potential for traffic accidents.

Not applicable at the time of zone change, but is being addressed with the proposed development application. Nothing pertaining to the zone change application would be expected to allow development that would cause changes to internal traffic patterns that would create or worsen any safety problems on the public street system.

Transportation Planning Rule

The State Transportation Planning Rule (TPR) requires changes to land use plans and land use regulations (i.e. Comprehensive Plan Map Amendments and Zoning Map Amendments) to be consistent with the function and capacity of existing and planned transportation facilities. Oregon Administrative Rule (OAR) 660-012-0060 subsection 1 states:

- (1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. 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 (exclusive of correction of map errors in an adopted plan);
 - (b) Change standards implementing a functional classification system; or
 - (c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.
 - (A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
 - (B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or
 - (C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.

Conclusions

The proposed zone change and comprehensive plan map amendment from C4 to C5 on Township 37S Range 2W Section 02, tax lot 802 is concluded to generate no increase in traffic to the transportation system. The proposed plan amendment and zone change will, therefore, not significantly affect any existing or planned transportation facility nor will it result in types or levels of travel or access that are inconsistent with the functional classification of any existing or planned transportation facility such that it would not meet the performance standard identified in the City's Transportation System Plan (TSP) or Comprehensive Plan. Additionally, the plan/zoning amendment does not meet the Public Works Traffic Impact Analysis (TIA) Applicability requirements as set forth in section 320.10.03 (3)(a-g) of their Standards and Specifications, and does not warrant any further traffic analysis.

In conclusion, the application for plan and zoning amendment are found to be in compliance with the City of Central Point Comprehensive Plan pursuant to the Central Point Land Development Code, and are shown to be consistent with the Transportation Planning Rule (TPR). No further analysis is shown to be required.

Respectfully,

Kimberly P.

Kimberly Parducci, PE PTOE
Firm Principal
Southern Oregon Transportation Engineering, LLC



Attachments: C4 and C5 permitted use comparisons
OAR 660-012-0060

Permitted Use	C4	C5	Highest and Best Uses - ITE
Banks	Yes	Yes	24.3 PM / 1000 SF
Accounting Offices	Yes	No	
Real Estate Offices	Yes	Yes	
Insurance Offices	Yes	Yes	
Legal Services	Yes	No	
Engineering Services	Yes	No	
Photo and Art Studio	Yes	No	
Counselling services	Yes	No	
Govt Offices	Yes	No	
Medical/Dental Offices	Yes	No	
Convenience Market	Yes	Yes	52.41 PM / 1000 SF
Drugstore	Yes	Yes	13.87 PM / Fuel Sta.
Auto/Truck Service Station	Yes	Yes	
Auto/Tire sales and repairs	Yes	Yes	
Motel/Hotel	Yes	Yes	
Walk-in Movie Theater	Yes	Yes	
Bowling alley	Yes	Yes	
Photo/Art Gallery	Yes	No	
Photo Processing Station	Yes	Yes	
Travel Agency	Yes	No	
Barber/beauty shop	Yes	Yes	
Sit-down restaurant	Yes	Yes	9.85 PM / 1000 SF
Cocktail Lounge	Yes	CU	11.34 PM / 1000 SF
Tavern	Yes	No	11.34 PM / 1000 SF
Commercial parking lot	Yes	Yes	
Community Shopping Center	Yes	Yes	
Supermarket	Yes	Yes	9.48 PM / 1000 SF
Department store	Yes	Yes	
Sporting goods	Yes	Yes	
Bookstore	Yes	Yes	
Florist	Yes	Yes	
Leather Goods	Yes	No	
Pet Sales	Yes	Yes	
Photo supplies	Yes	Yes	
Health food	Yes	Yes	
Self-service Laundry	Yes	Yes	
Antique shop	Yes	Yes	
Delicatessen	Yes	Yes	
Pastry	Yes	Yes	
General Apparel	Yes	Yes	
Shoes and Boots	Yes	Yes	
Jewelry	Yes	Yes	
Clock sales	Yes	Yes	
Bakery	Yes	Yes	

Permitted Use	C4	C5	Highest and Best Uses - ITE
Bicycle shop	Yes	Yes	Potentially high - varies
Audio/Video sales	Yes	Yes	
Printing and publishing	Yes	Yes	
Mobile food vendors	Yes	CU	
Liquor store	Yes	Yes	
Ice/Skating Rink	CU	Yes	
Dance Hall	CU	Yes	
Billiard/pool Hall	CU	Yes	
Miniature Golf	CU	Yes	
Business Schools	CU	Yes	
Physical Fitness Center	CU	Yes	32.65 PM / 1000 SF
Carwash	CU	Yes	
Taxicab Office	CU	Yes	
Ambulance Services	CU	Yes	
Drive-In Fast Food	CU	Yes	
Contractors Office	No	Yes	
Medical Clinic & Lab	No	Yes	
Appliance Service	No	Yes	
Locksmith	No	Yes	
Art/Music/Business School	No	Yes	
Upholstery Shop	No	Yes	
Veterinary Clinic	Yes	Yes	
Tire Sales	No	Yes	
Glass/Mirror Sales	No	Yes	
Large Retail Establishments	No	Yes	
RV Storage	No	Yes	
Light Fabrication	No	Yes	
Hardware Sales	No	Yes	
Monument Sales	No	Yes	
Feed, seed, fuel	No	Yes	
Electrical/Plumbing Supplies	No	Yes	
Heating & Air Equipment	No	Yes	
Stone/Tile Supplies	No	Yes	
Nursery	No	Yes	
Antique shop	No	Yes	
Pawnshop	No	Yes	
Public Utilities	No	Yes	
Furniture Sales	No	Yes	

(b) Affected cities and counties that do not have acknowledged plans and land use regulations as provided in subsection (a) of this section, shall apply relevant sections of this rule to land use decisions and limited land use decisions until land use regulations complying with this amended rule have been adopted.

(5) Cities and counties shall update their TSPs and implementing measures as necessary to comply with this division at each periodic review subsequent to initial compliance with this division. Local governments within metropolitan areas shall amend local transportation system plans to be consistent with an adopted regional transportation system plan within one year of the adoption of an updated regional transportation system plan or by a date specified in the adopted regional transportation system plan.

(6) The director may grant a whole or partial exemption from the requirements of this division to cities under 10,000 population and counties under 25,000 population, and for areas within a county within an urban growth boundary that contains a population less than 10,000. Eligible jurisdictions may request that the director approve an exemption from all or part of the requirements in this division. Exemptions shall be for a period determined by the director or until the jurisdiction's next periodic review, whichever is shorter.

(a) The director's decision to approve an exemption shall be based upon the following factors:

(A) Whether the existing and committed transportation system is generally adequate to meet likely transportation needs;

(B) Whether the new development or population growth is anticipated in the planning area over the next five years;

(C) Whether major new transportation facilities are proposed which would affect the planning areas;

(D) Whether deferral of planning requirements would conflict with accommodating state or regional transportation needs; and

(E) Consultation with the Oregon Department of Transportation on the need for transportation planning in the area, including measures needed to protect existing transportation facilities.

(b) The director's decision to grant an exemption under this section is appealable to the commission as provided in OAR 660-002-0020 (Delegation of Authority Rule)

(7) Portions of TSPs and implementing measures adopted as part of comprehensive plans prior to the responsible jurisdiction's periodic review shall be reviewed pursuant to OAR chapter 660, division 18, Post Acknowledgment Procedures.

Stat. Auth.: ORS 183, 197.040 & 197.245

Stats. Implemented: ORS 195.025, 197.040, 197.230, 197.245, 197.610 - 197.625, 197.628 - 197.646, 197.712 & 197.717

Hist.: LCDC 1-1991, f. & cert. ef. 5-8-91; LCDC 1-1993, f. & cert. ef. 6-15-93; LCDC 4-1995, f. & cert. ef. 5-8-95; LCDD 6-1998, f. & cert. ef. 10-30-98; LCDD 2-2000, f. & cert. ef. 2-4-00; LCDD 3-2004, f. & cert. ef. 5-7-04; LCDD 6-2006, f. 7-13-06, cert. ef. 7-14-06

660-012-0060

Plan and Land Use Regulation Amendments

(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. 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 (exclusive of correction of map errors in an adopted plan);

(b) Change standards implementing a functional classification system; or

(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or

(C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.

(2) If a local government determines that there would be a significant effect, then the local government must ensure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility measured at the end of the planning period identified in the adopted TSP through one or a combination of the remedies listed in (a) through (e) below, unless the amendment meets the balancing test in subsection (2)(e) of this section or qualifies for partial mitigation in section (11) of this rule. A local government using subsection (2)(e), section (3), section (10) or section (11) to approve an amendment recognizes that additional motor vehicle traffic congestion may result and that other facility providers would not be expected to provide additional capacity for motor vehicles in response to this congestion.

(a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.

(b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of this division; such amendments shall include a funding plan or mechanism consistent with section (4) or include an amendment to the transportation finance plan so that the facility, improvement, or service will be provided by the end of the planning period.

(c) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.

(d) Providing other measures as a condition of development or through a development agreement or similar funding method, including, but not limited to, transportation system management measures or minor transportation improvements. Local governments shall, as part of the amendment, specify when measures or improvements provided pursuant to this subsection will be provided.

(e) Providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, if the provider of the significantly affected facility provides a written statement that the system-wide benefits are sufficient to balance the significant effect, even though the improvements would not result in consistency for all performance standards.

(3) Notwithstanding sections (1) and (2) of this rule, a local government may approve an amendment that would significantly affect an existing transportation facility without assuring that the allowed land uses are consistent with the function, capacity and performance standards of the facility where:

(a) In the absence of the amendment, planned transportation facilities, improvements and services as set forth in section (4) of this rule would not be adequate to achieve consistency with the identified function, capacity or performance standard for that facility by the end of the planning period identified in the adopted TSP;

(b) Development resulting from the amendment will, at a minimum, mitigate the impacts of the amendment in a manner that avoids further degradation to the performance of the facility by the time of the development through one or a combination of transportation improvements or measures;

**FINDINGS OF FACT
AND CONCLUSIONS OF LAW
File No.: 16024**

**Before the City of Central Point Planning Commission
Consideration of a Zone (Map) Change Application on a 4.87 acre lot located at 4901 Biddle Road.
The property is identified on the Jackson County Assessor's map as 37S2W 01C, Tax Lot 802.**

Applicant:)	Findings of Fact
Rogue Valley Microdevices Inc./)	and
Tail Light Properties, LLC)	Conclusion of Law

**PART 1
INTRODUCTION**

It is requested that the above referenced tax lot be rezoned from Tourist and Office Professional (C-4) to Thoroughfare Commercial (C-5). The applicant has already obtained City approval to partition the subject property into three (3) parcels.

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. Comprehensive Plan
2. State Transportation Planning Rule
3. CPMC, Chapter 17.10

**PART 2
FINDINGS & CONCLUSIONS**

Staff has reviewed the Findings (Attachment's A through E, File No. 16022) and the Findings from Staff Report File No. 16024 and found that they address all of the applicable development code criteria for the proposed zone (map) amendment. The Findings provided in the Staff Reports for File No. 16022 and File No. 16024, dated December 6, 2016 are incorporated herein.

**PART 3
SUMMARY CONCLUSION**

As evidenced in findings and conclusions provided in the Staff Reports (File Nos. 16022 & 16024), the proposed zone change is consistent with applicable standards and criteria in the Central Point Municipal Code, including the Statewide Planning Goals (where applicable), Comprehensive Plan, and Statewide Transportation Planning Rule.

PLANNING COMMISSION RESOLUTION NO. 837

**A RESOLUTION FORWARDING A FAVORABLE RECOMMENDATION TO THE
CITY COUNCIL TO APPROVE THE REZONING OF THE PROPERTY
IDENTIFIED AS JACKSON COUNTY ASSESSOR'S MAP NO. 37S2W01C TAX LOT
802 FROM TOURIST AND OFFICE PROFESSIONAL (C-4) TO THROUGHFARE
COMMERCIAL (C-5)**

FILE NO. 16024

Applicant: Rogue Valley Microdevices, Inc. and Tail Light Properties LLC;

WHEREAS, the Comprehensive Plan Land Use Map is proposed to re-designate the property identified by the Jackson County Assessor's Map as 37S2W 01C Tax Lot 802 as Thoroughfare Commercial; and

WHEREAS, the proposed Thoroughfare Commercial (C-5) zoning is an urban Thoroughfare Commercial zoning district consistent with the Comprehensive Plan and surrounding land uses; and

WHEREAS, adequate public services and transportation networks are available to the site; and

WHEREAS, the proposed zone change from C-4 to C-5 has been determined to be consistent with the State Transportation Planning Rule.

NOW, THEREFORE, BE IT RESOLVED, that the City of Central Point Planning Commission, by this Resolution No. 837, does recommend that the City Council approve the change of zone on the property identified by the Jackson County Assessor's Map as 37S2W 01C Tax Lot 802. This decision is based on the Staff Report dated December 6, 2016 attached hereto by reference and incorporated herein.

PASSED by the Planning Commission and signed by me in authentication of its passage this 7th day of December, 2016.

Planning Commission Chair

ATTEST:

City Representative

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CENTRAL POINT ZONING MAP ON TAX LOT 802 OF 37S 2W 01C (4.87 ACRES) FROM C-4, TOURIST AND OFFICE PROFESSIONAL TO C-5, THOROUGHFARE COMMERCIAL ZONING.

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 may 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 December 6, 2016
 - b) City Council hearings on January 12, 2017 and January 26, 2017.

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.

EXHIBIT 1



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