



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, October 11, 2018

Next Res(1551) Ord (2051)

- I. **REGULAR MEETING CALLED TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **SPECIAL RECOGNITION - Public Works Customer Service Tech Mike Blake**
- V. **PUBLIC COMMENTS**

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

- VI. **CONSENT AGENDA**
 - A. **Approval of September 13, 2018 City Council Minutes**
 - B. Approval of OLCC Application - Rogue Creamery
 - C. Community Planning Month Proclamation

- VII. **ITEMS REMOVED FROM CONSENT AGENDA**

- VIII. **PUBLIC HEARING**

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

- IX. **ORDINANCES, AND RESOLUTIONS**

- A. Resolution No. _____, A Resolution Regulating Policy for Amplified Sound in the Downtown (Samitore)
- B. Resolution No. _____, A Resolution Authorizing a Contribution of \$8,600 to the Jackson County Continuum of Care to Support their Community-wide Effort to End Homelessness (Weber)
- C. Resolution No. _____, Authorizing the City Manager to Sign an Agricultural Lease Agreement and Agreement for Option to Purchase for Jackson County Assessors Map No. 36 SW 34, Tax Lots 200 and 300 (Samitore)

- X. **BUSINESS**

Mayor
Hank Williams

Ward I
Bruce Dingler

Ward II
Michael Quilty

Ward III
Brandon Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez

At Large
Michael Parsons

- A. Rogue Disposal & Recycling Annual CPI Rate Adjustment (Clayton)
- B. Planning Commission Report (Humphrey)
- C. Approval of one Utility Worker to Parks and Street Operation Staff (Samitore)
- D. Approval of Christmas Banner Option for Purchase and Installation for Christmas 2018 (Samitore)

XI. MAYOR'S REPORT

XII. CITY MANAGER'S REPORT

XIII. COUNCIL REPORTS

XIV. DEPARTMENT REPORTS

XV. EXECUTIVE SESSION

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

XVI. ADJOURNMENT

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

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

CITY OF CENTRAL POINT

Oregon

City Council Meeting Minutes
Thursday, September 13, 2018

I. REGULAR MEETING CALLED TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

| Attendee Name | Title | Status | Arrived |
|-----------------|----------|---------|---------|
| Hank Williams | Mayor | Present | |
| Bruce Dingler | Ward I | Present | |
| Michael Quilty | Ward II | Absent | |
| Brandon Thueson | Ward III | Present | |
| Taneea Browning | Ward IV | Present | |
| Rob Hernandez | At Large | Present | |
| Michael Parsons | At Large | Present | |

Also in attendance: City Manager Chris Clayton; City Recorder Deanna Casey; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Parks and Public Works Director Matt Samitore; Community Planner Tom Humphrey; and Police Captain Dave Croft.

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

| | |
|------------------|--|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Brandon Thueson, Ward III |
| SECONDER: | Rob Hernandez, At Large |
| AYES: | Williams, Dingler, Thueson, Browning, Hernandez, Parsons |
| ABSENT: | Michael Quilty |

A. Approval of August 23, 2018 City Council Minutes

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. ORDINANCES, AND RESOLUTIONS

A. Second Reading of Ordinance No. _____, to consider amendments to Section 17.65.050, Table 2 Zoning Regulations--TOD District; and CPMC 17.67.070(D)(3)(a)(i)--Residential Building Facades. Applicant: City of Central Point.

Community Development Director Tom Humphrey stated that the Council held a public hearing at the August 23, 2018 City Council meeting. The proposed ordinance approves miscellaneous zoning text amendments to the Transit Oriented

Development (TOD) zoning and design standards in CPMC 17.65, TOD Districts and Corridors and CPMC 17.67, Design and Development Standards - TOD District and Corridor. The City initiated the recommended amendments in response to feedback from local development community to address conflicts between planning, building and utility standards. There were no recommended changes at the public hearing and first reading of the ordinance.

Brandon Thueson moved to approve Ordinance No. 2047, to consider amendments to Section 17.65.050, Table 2 Zoning Regulations - TOD District; and CPMC 17.67.070(D)(3)(a)(I) - Residential Building Facades.

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| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Brandon Thueson, Ward III |
| SECONDER: | Rob Hernandez, At Large |
| AYES: | Williams, Dingler, Thueson, Browning, Hernandez, Parsons |
| ABSENT: | Michael Quilty |

- B. Second Reading of Ordinance No. _____, Approving a minor zone map amendment from Residential Multifamily (R-3) to Tourist and Office Professional (C-4) on 0.43 acres located at 45, 63, and 77 Bigham Drive (37S2W02CD Tax Lot 600,700, and 1000). Applicant: Nelson Investment Enterprises, LLC**

Mr. Humphrey stated that the applicant requested a minor zone map change with the intent of redeveloping the site as part of a professional office project. The City Council held the first reading of the ordinance and public hearing on August 23, 2018. There were no recommended changes to the proposed ordinance and zone change request.

Rob Hernandez moved to approve Ordinance 2048, amending the Central Point Zoning Map on Tax Lots 600, 700, and 1000 of 37S2W02CD (0.43 Acres) from R-3 (Residential Multifamily) to C-4 (Tourist and Office Professional) Zoning.

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|------------------|--|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Rob Hernandez, At Large |
| SECONDER: | Michael Parsons, At Large |
| AYES: | Williams, Dingler, Thueson, Browning, Hernandez, Parsons |
| ABSENT: | Michael Quilty |

- C. Second Reading of Ordinance No. _____, to vacate 400 feet of undeveloped alley right-of-way located between Front Street and the Central Oregon and Pacific Railroad adjacent to tax lots 2900 and 3000 located on Jackson County Assessor’s map page 372W03DC. Applicant: Jackson County School District 6**

Mr. Humphrey explained that the public hearing and first reading of an ordinance to vacate a portion of alley between the old Crater Iron Property and the railroad tracks was held on August 23, 2018. There were no recommended changes at that time. School District No. 6 has acquired the property to create a “Makers Space”. Buildings on the property extend into undeveloped alley right-of-way parallel to the railroad

Minutes Acceptance: Minutes of Sep 13, 2018 7:00 PM (CONSENT AGENDA)

tracks and the School District would like to eliminate land use conflicts.

Planning Staff received comments from various agencies and utilities to which notice was sent. In past vacation proceedings the City has agreed to require easements and reserve access to utilities as part of an ordinance action. Local utilities were notified to verify whether or not an easement should be reserved and none have responded with requests for easement reservations.

Bruce Dingler moved to approve Ordinance 2049, Vacating Approximately 400 Feet of Undeveloped Alley Right-of-Way located between Front Street and the Central Oregon and Pacific Railroad Adjacent to Tax Lots 2900 and 3000 Located on Jackson County Assessor's Map 372W03DC.

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| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Bruce Dingler, Ward I |
| SECONDER: | Brandon Thueson, Ward III |
| AYES: | Williams, Dingler, Thueson, Browning, Hernandez, Parsons |
| ABSENT: | Michael Quilty |

D. Second Reading Ordinance No. _____, Approving a Minor Zone Map Change on 2.0 acres from R-1-8 (Residential Single Family) to R-3 (Residential Multifamily). The property is located at 1849 Scenic Avenue and is identified on the Jackson County Assessor's Map as 37S 2W 03AB Tax Lot 4700.

Mr. Humphrey stated that the property is owned by the Housing Authority of Jackson County who plan to build a second phase of Scenic Heights a multifamily housing development. The City Council held a public hearing and first reading on August 23, 2018. There were no recommended changes at that time. The Planning Commission and Council have expressed concerns about the Upton intersection. These issues will be addressed when development plans are submitted to the City.

Brandon Thueson moved to approve Ordinance 2050, An Ordinance Amending the Central Point Zoning Map from R-1-8 (Residential Single-family) to R-3 (Residential Multifamily) Zoning on a 2.0 Acres Property Located at 1849 Scenic Avenue (37S2W03AB Tax Lot 4700).

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| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Brandon Thueson, Ward III |
| SECONDER: | Rob Hernandez, At Large |
| AYES: | Williams, Dingler, Thueson, Browning, Hernandez, Parsons |
| ABSENT: | Michael Quilty |

E. Resolution No. _____, A Resolution Regarding Policy for Recreation Classes and City Events in Regards to Air Quality

Parks and Public Works Director Matt Samitore explained the proposed resolution allows the city to set a policy regarding air quality and outdoor activities and events in the City. The area has experienced reduced air quality conditions over the last few summers because of wildfires. Unhealthy and hazardous air quality conditions have prompted the city to cancel a number of events/classes to ensure residents are not

negatively impacted by poor air quality.

Staff has provided a list of recommendations on when to cancel classes/events, based on the air quality indexes. Specifically, an air quality measurement of 150 or more will result in immediate cancellation of classes or events.

The Council discussed the issue with city employees and residents being out in the hazardous air quality for any length of time. Staff will create a formal policy with the guidelines stating the time of day the determination will be made so that citizens will know when a decision would be available.

Rob Hernandez moved to approve Resolution No. 1549, A Resolution Regulating Policy for Recreation Classes and Outdoor City Events with Regard to Air Quality.

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| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Rob Hernandez, At Large |
| SECONDER: | Taneea Browning, Ward IV |
| AYES: | Williams, Dingler, Thueson, Browning, Hernandez, Parsons |
| ABSENT: | Michael Quilty |

F. Resolution No. _____, Identifying the City of Central Point as the Responsible Entity (RE) and maintaining the written record of the environmental review undertaken for the Willow Glen Apartments Project Based Vouchers.

Mr. Humphrey explained that Willow Glen is a 74 unit apartment complex located at 1200 Cherry Street in Central Point. The complex was built in 1995 and funded by a State low income housing tax credit program and private-permanent financing. In 2012 the Housing Authority of Jackson County (HAJC) formed an Oregon LLC, and acquired interest in the complex and plan to convert 18 of the units into Section 8 Project Based Vouchers Housing. Willow Glen is to remain affordable to households at 60% area median income through January 1, 2033.

The City of Central Point wishes to facilitate increased available affordable housing by supporting HAJC projects that will use funds from the United States Department of Housing and Urban Development (HUD). HUD assisted projects must be examined to ensure that a project does not adversely impact the environment and that conditions on the project site will not adversely affect occupants.

The city will assume responsibility for environmental reviews as governed by Federal regulations. We believe that the necessity, convenience and the general welfare of the public will benefit by this arrangement with HAJC. There is no liability to the City for the voucher program. The city will be the responsible party for maintaining the written record of the environmental review.

Rob Hernandez moved to approve Resolution 1550, A Resolution Identifying the City of Central Point as the Responsible Entity Maintaining the Written Record of Environmental Review for Willow Glen Apartments Project Based Vouchers (Project No. WG2018).

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| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Rob Hernandez, At Large |
| SECONDER: | Taneea Browning, Ward IV |
| AYES: | Williams, Dingler, Thueson, Browning, Hernandez, Parsons |
| ABSENT: | Michael Quilty |

VIII. BUSINESS

A. Peningen Fire Restoration Project Letter of Support

City Manager Chris Clayton explained that Jackson Soil & Water Conservation District (JSWCD) is requesting letters of support for the Peningen Fire Restoration Project. The project will include restoration of habitat and riparian areas that were impacted during the Peningen Fire, but will also involve vegetation management of surrounding areas of concern. Participating public agencies and partners include the Oregon Department of Transportation, Jackson County, Rogue Valley Council of Governments, the City of Central Point and the Jackson County Soil & Water Conservation District. This project will explore steps that can be taken to reduce the potential for public safety impacts and private property damage associated with a Bear Creek Greenway Fires.

The draft letter recommends that a project contribution of \$25,000 be considered by the Central Point Budget Committee and City Council during the 2019/21 Budget Process. If approved the contribution would be focused on the project phases which primarily focus on removal of combustible vegetation. JSWCD has qualified people who can do this job for both the property owners and the City/County. There was discussion of the mapped area of concern to be focused on. ODOT has also agreed to provide a matching amount.

The JSWCD will take the lead on the project and be doing a presentation next week at the Council Study Session. The proposed letter of support can be used in their grant document which needs to be submitted soon. If the council choses they can decide not to approve the funds during the budget process.

There will be continued discussions regarding the larger parcels of land and how we can ensure weed abatement in the future. Staff is working on recommended changes to our weed abatement code.

Rob Hernandez moved to authorize the City Manager to provide a letter of support to the Jackson County Soil and Water Conservation District regarding their Peningen Fire Restoration Project.

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| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Rob Hernandez, At Large |
| SECONDER: | Taneea Browning, Ward IV |
| AYES: | Williams, Dingler, Thueson, Browning, Hernandez, Parsons |
| ABSENT: | Michael Quilty |

Minutes Acceptance: Minutes of Sep 13, 2018 7:00 PM (CONSENT AGENDA)

B. Planning Commission Report

Community Development Director Tom Humphrey presented the September 4, 2018 Planning Commission report:

- The Commission held a Public Hearing to discuss the Master Plan for the Chicory Village residential development on 3.64 acres in the TOD Corridor. The project is located at 3428 and 3470 Chicory Lane in the low mix residential (LMR) zoning district. The Commission opened the public hearing but limited the discussion to the staff presentation due to a request by the applicant to continue the item until October.
- The Commission held a public hearing to consider a tentative plan for a 22-lot subdivision known as Chicory Village. The Commission opened the public hearing to discuss the subdivision but limited the discussion to the staff presentation due to a request by the applicant to continue the item until October until five of the eight review criteria could be resolved with planning staff.
- The Commission held a public hearing to consider a tentative plan for a 4-lot padlot subdivision. The public hearing was opened to discuss this residential infill property originally intended to be developed with the Parkwood Village Subdivision. The applicant's agent was present to explain easement issues that are expected to be resolved with the adjoining Home Owner's Association (HOA) in order to provide adequate access to the new lots. A representative from the HOA expressed his desire to work with the applicant and another nearby homeowner expressed concern about parking in the immediate area. The Commission voted to approve the tentative plan with three conditions associated with property access, an agreement with the HOA and complying with local agency requirements.

IX. MAYOR'S REPORT

Mayor Williams reported that he:

- Attended the Central Point City Hall open house, which was the same day as the city wide yard sales.
- Attended the Medford Water Commission meeting.
- Attended the Medford Area Chamber Forum.
- Attended a TRADCO meeting.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- The Pine Street paving project is substantially complete. They should be done tomorrow morning.
- He will email an article on a temporary grant to help County enforcement of Marijuana issues.

- Jackson County will be lobbying for increased funding and intense assessment of properties in the County. With the proper assessments the County could generate more taxes.
- Principle Planner Stephanie Holtey created a walking tour of Central Point.
- The LOC legislative priority list has been finalized. Mental Health and PERS are at the top of the list for all cities.
- There will be a Study Session on Monday night. Information Technology will show how to navigate the new Agenda Management program for Council Members. Jackson Soil and Water will be here to talk about the Peninger Fire Project. If time allows they will do a walking tour downtown to listen to the music ability of our new speakers.
- Larry Martin came forward to update the Council on the Marijuana Task Force. He has been attending the meetings for several months and explained how they have progressed over the last year. There are resources on the way that will help with enforcement over the next couple of years. They will be asking County Council to look at the marijuana issues in regards to grows in the Urban Reserve areas and how they can limit the ability within the confines of EFU lands. Large commercial grows don't belong next to City limits.

XI. COUNCIL REPORTS

Council Member Brandon Thueson reported that he attended the City Hall open house.

Council Member Rob Hernandez reported that:

- He attended the community center ad hoc committee meeting.
- He attended a school board meeting where they talked about the proposed bond measure.
- He attended a SOREDI board meeting where they talked about the Economic Development Strategic Plan for Jackson and Josephine Counties.

Council Member Tanea Browning reported that:

- She attended an LOC planning meeting that included leaders from around the valley. We discussed potential topics and take away items for the new upcoming conference in Spring of 2019 in Southern Oregon.
- She spent some quality time with family before the start of school.
- She attended the Medford Chamber Forum.
- She will be attending the Mayors United Dinner.
- She plans on attending Battle of the Bones this weekend.
- She is working on the ribbon cutting for Pine Street on October 12th from 4 - 6 pm.
- She will be attending a SOREDI meeting on the 15th.

Council Member Mike Parsons attended:

- Football night in America at Crater High School.
- The Planning Commission meeting.
- Attended the City Hall open house and provided tours of the Police Department as a VIP Volunteer.

XII. DEPARTMENT REPORTS

Community Development Director Tom Humphrey reported that:

- Principle Planner Stephanie Holtey has been working on the long range planning goals for the Urban Growth Boundary expansion applications.
- He has been working with the school district on C-2 M property and possible rezoning.

Police Chief Kris Allison reported that:

- Central Point Officers will be working with the US Marshal's office on the sex offender data base.
- They will be advertising for a reserve officer and hiring list.
- Lt. Day has reported that his son JD is up and walking without crutches. Lt. Day should be home soon.
- There was a structure fire on South 9th Street. There were no injuries reported.

Parks and Public Works Director Matt Samitore reported that:

- Pine Street should be done paving tonight. It has been a long project but the end is in sight and well ahead of schedule.
- Battle of the Bones and the Brewfest are this weekend at the expo. Everyone should come out and enjoy the BBQ competition. There will be a Toby Keith concert on Friday night, they are expecting a very large crowd.

XIII. EXECUTIVE SESSION ORS 192.660(2)(h) Legal Counsel

Rob Hernandez moved to Adjourn to Executive Session under ORS 192.660(2)(h) Legal Counsel. Tanea Browning seconded. All said "Aye" and the meeting was adjourned to Executive Session at 8:10 pm.

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

XIV. ADJOURNMENT

Brandon Thueson moved to Adjourn. Mike Parsons Seconded. All said "Aye" and the meeting was adjourned at 8:40 p.m.

The foregoing minutes of the September 13, 2018, Council meeting were approved by the City Council at its meeting of September 17, 2018.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Minutes Acceptance: Minutes of Sep 13, 2018 7:00 PM (CONSENT AGENDA)



City of Central Point
Staff Report to Council

ISSUE SUMMARY

| | | | |
|-------------------------|---|------------------------|----------------|
| TO: | City Council | DEPARTMENT: | Administration |
| FROM: | Deanna Casey, City Recorder | | |
| MEETING DATE: | October 11, 2018 | | |
| SUBJECT: | Approval of OLCC Application - Rogue Creamery | | |
| ACTION REQUIRED: | Consent Agenda Item | RECOMMENDATION: | Approval |

The Rogue Creamery at 311 N. Front Street is requesting approval of an OLCC Application in regards to an in-house restructure. The proposed application will not change their store operation. They will maintain the ability to sell alcohol with a limited on-premises and off-premises license.

The Central Point Police Department has done a background check and there are no files pertinent to the quest.

Staff recommends approval of the OLCC Application for The Rogue Creamery with the items on the Consent Agenda.

ATTACHMENTS:

1. OLCC Letter from PD - Rogue Creamery
2. OLCC Application - Rogue Creamery



155 South Second Street • Central Point, OR 97502

Kristine Allison

Ph: (541) 664-5578 • Fax: (541) 664-2705 • www.centralpointoregon.gov

Chief

Date: 09/12/2018

From: Chief Kristine Allison
To: Honorable Mayor Williams
Subject: Request for OLCC License

RE: The Rogue Creamery/ Persons associated therewith

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

Respectfully,

A handwritten signature in cursive script that reads "Kristine Allison".

Chief Kristine Allison
Central Point Police Department

Attachment: OLCC Letter from PD - Rogue Creamery (1046 : OLCC Application - Rogue Creamery)

"Dedicated To Service, Committed To Excellence"



LIQUOR LICENSE APPLICATION

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time).

APPLICATION: Application is being made for:

- Brewery
- Brewery-Public House
- Distillery
- Full On-Premises, Commercial
- Full On-Premises, Caterer
- Full On-Premises, Passenger Carrier
- Full On-Premises, Other Public Location
- Full On-Premises, Nonprofit Private Club
- Full On-Premises, For-Profit Private Club
- Grower Sales Privilege
- Limited On-Premises
- Off-Premises
- Off-Premises with Fuel Pumps
- Warehouse
- Wholesale Malt Beverage & Wine (WMBW)
- Winery

CITY AND COUNTY USE ONLY

Date application received Sept 7, 2018

Name of City or County Central Point

Recommends this license be Granted Denied

By _____

Date October 11, 2018

OLCC USE

Application received by [Signature]

Date 9/10/18

License Action: c/o

1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1

PALACE INDUSTRIES PUBLIC BENEFIT CORP

Applicant #2

Applicant #3

Applicant #4

2. Trade Name of the Business (the name customers will see):

THE ROGUE CREAMERY

3. Business Location: Number and Street

311 N. FRONT ST

City CENTRAL POINT

County JACKSON

ZIP 97502

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

5. Mailing Address (where the OLCC will send your mail):

PO Box, Number, Street, Rural Route PO BOX 3606

City CENTRAL POINT

State OR

ZIP 97502

6. Phone Number of the Business Location: 541-941-541-665-1155 x171

7. Contact Person for this Application:

Name TOM VAN VOORHEES

Phone Number 541-665-1155 x104

Mailing Address, City, State, ZIP

PO BOX 3606 CENTRAL POINT, OR 97502

Email tvvoorhees@roguecreamery.com

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

Signature of Applicant #1

[Signature], President

Signature of Applicant #2

Signature of Applicant #3

Signature of Applicant #4

Attachment: OLCC Application - Rogue Creamery (1046 : OLCC Application - Rogue Creamery)



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

ISSUE SUMMARY

| | | | |
|-------------------------|--|------------------------|-----------------------|
| TO: | City Council | DEPARTMENT: | Community Development |
| FROM: | Tom Humphrey, Community Development Director | | |
| MEETING DATE: | October 11, 2018 | | |
| SUBJECT: | Community Planning Month Proclamation | | |
| ACTION REQUIRED: | Consent Agenda Item | RECOMMENDATION: | Approval |

October is National Community Planning Month. This effort is promoted nationally by the American Planning Association (APA) and locally by the Oregon Chapter of APA. Oregon has been a prominent leader in Planning in North America and its land use system and community planning achievements are often cited and then copied by other states. The City of Central Point has many of its own successes which are the result of years of thoughtful, inclusive and persistent planning. The Oregon APA is encouraging its members to highlight the importance of community planning and to promote National Community Planning Month.

The attached proclamation (Attachment A) serves as the City's acknowledgement of its own local accomplishments and the role that land use planning played in those accomplishments. This proclamation also gives the Council the opportunity to publicly recognize the participation and dedication of the members of planning commission and other citizen planners who have contributed their time and expertise to the improvement of the City of Central Point.

ATTACHMENTS:

1. planning month proclamation 10-11-18



**COMMUNITY PLANNING MONTH PROCLAMATION
CITY OF CENTRAL POINT, OREGON**

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Central Point; and

WHEREAS, we recognize the many valuable contributions made by professional planners of the City of Central Point and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, I, Hank Williams, Mayor of the City of Central Point, Oregon do hereby proclaim the month of October 2018 as Community Planning Month in the City of Central Point, in conjunction with the celebration of National Community Planning Month.

Mayor Hank Williams

ATTEST:

City Representative



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:** Public Works

FROM: Matt Samitore, Parks and Public Works Director

MEETING DATE: October 11, 2018

SUBJECT: Resolution No. _____, A Resolution Regulating Policy for Amplified Sound in the Downtown

ACTION REQUIRED: Resolution **RECOMMENDATION:** Approval

BACKGROUND INFORMATION: The City recently installed a new speaker system in the downtown as part of the East Pine Street beautification project. The speakers can play an assortment of music for special events, seasons and for general downtown ambiance. Based upon feedback from the council and business community, the Recreation Staff has proposed the following musical schedule:

Amplified Music Schedule: The following schedule has been developed to minimize impact during weekday business hours and provide extended music during the weekends.

- Monday through Friday from 4:00 pm to 7:00 pm
- Saturdays from 10:00 am to 7:00 pm
- Sundays from 12:00 pm to 6:00 pm

Hours of use may be extended for special events and holidays, for example, the DARE Cruise, July 4th parade, etc.

Music Selection: Only “Family Friendly” music selections—music that is considered suitable for all members of an average family—will be permitted. Seasonal and appropriate holiday-themed music will be the primary focus of the system as described below:

- January – February: Winter themed music
Exception: Week of Valentine’s Day – Love Songs
- March – May: Spring themed music
Exceptions: Week of St. Patrick’s Day – Irish Music
Week of Memorial Day – Patriotic Music
- June – August: Summer themed music
Exceptions: Week of July 4th – Patriotic Songs
Week of Wild Rogue Pro Rodeo – Country Music

Week of DARE – Cruise Music

- September – 4th Sunday in November: Fall themed music
Exceptions: Week of Labor Day – Patriotic Songs
Week of Halloween – Halloween Music

If there are any complaints about sound levels staff will work with residents and business owners to lower volumes and create the desired atmosphere in our downtown business district.

FINANCIAL ANALYSIS: N/A

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: Downtown Beautification/Economic Vitality

STAFF RECOMMENDATION: Approval of resolution authorizing scheduled amplified music in the downtown.

RECOMMENDED MOTION: I move to approve Resolution___authorizing the schedule and policy for amplified music in the downtown.

ATTACHMENTS:

1. City of Central Point Downtown Music Policy(clayton comments) (2)
2. RESO - downtown music

City of Central Point Downtown Amplified Music Policy October 1, 2018

Purpose: The purpose of the Downtown Amplified Music Policy is to define how the system will be used in downtown Central Point. The amplification system is designed to provide real-time audio for seasonal music, festivals, parades, background music in shopping areas, as well as emergency and public service announcements.

Speaker Locations and Configuration: The speakers are installed along East Pine Street between 1st Street and 6th Street. This wireless system is remotely controlled and monitored from a central computer which provides control over each wireless unit so that either individual units, or groups of units, can be turned on or off and volume increased or decreased from the central location in Central Point City Hall. This flexibility will allow the city to work with individuals and businesses to ensure that use of the system will not interfere with business operations but will provide for an enhanced downtown shopping experience.

Amplified Music Schedule: The following schedule has been developed to minimize impact during weekday business hours and provide extended music during the weekends.

- Monday through Friday from 4:00 pm to 7:00 pm
- Saturdays from 10:00 am to 7:00 pm
- Sundays from 12:00 pm to 6:00 pm

Hours of use may be extended for special events and holidays for example the DARE Cruise, July 4th parade.

Music Selection: Only “Family Friendly” music selections, i.e. music that is considered suitable for all members of an average family, will be allowed. Seasonal and appropriate holiday themed music will be the primary focus of the system as described below:

- January – February: Winter themed music
Exception: Week of Valentine’s Day – Love Songs
- March – May: Spring themed music
Exceptions: Week of St. Patrick’s Day – Irish Music
Week of Memorial Day – Patriotic Music
- June – August: Summer themed music
Exceptions: Week of July 4th – Patriotic Songs
Week of Wild Rogue Pro Rodeo – Country Music
Week of DARE – Cruise Music
- September – 4th Sunday in November: Fall themed music
Exceptions: Week of Labor Day – Patriotic Songs
Week of Halloween – Halloween Music

Volume/Complaints: The downtown music program is intended to provide for an enhanced downtown/shopping experience but if the amplified music interferes with business and/or individual activities, they may request that speakers may be turned down or off. Complaints will be directed to and reviewed by the Central Point Parks and Recreation Department.

Emergency and Public Service Announcements: Due to the range of the amplified sound system, it will have limited use as an emergency announcement system but it is available for this purpose if needed. The system will be used for limited and appropriate public service announcements.

Advertising: No advertising on the amplified sound system will be allowed.

Private Use: No use of the system will be allowed for individuals and private for profit or nonprofit organizations other than as part of a city sponsored special events. All such announcements will be reviewed and approved of by city staff prior to the special event.

RESOLUTION NO. _____

A RESOLUTION REGULATING POLICY FOR AMPLIFIED SOUND IN THE DOWNTOWN

Recitals:

- A. The City installed speakers in the downtown to add music and announcements for special events.
- B. The downtown business community and chamber would like music to be played on a regular basis rather than limited to special events.
- C. Music would be on during a set schedule.
- D. The Council finds it would be in the public interest to amplify music in the downtown area during specified hours.

The City of Central Point resolves as follows:

Section 1. The Council adopts the proposed policy which establishes the hours of operation for amplified music and the type of music to be played.

Passed by the Council and signed by me in authentication of its passage this _____ day of October, 2018.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: RESO - downtown music [Revision 1] (1054 : Amplified Music Policy for Downtown)



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

ISSUE SUMMARY

| | | |
|-------------------------|---|------------------------|
| TO: | City Council | DEPARTMENT: |
| | | Finance |
| FROM: | Steven Weber, | |
| MEETING DATE: | October 11, 2018 | |
| SUBJECT: | Resolution No. _____, A Resolution Authorizing a Contribution of \$8,600 to the Jackson County Continuum of Care to Support their Community-wide Effort to End Homelessness | |
| ACTION REQUIRED: | | RECOMMENDATION: |
| Motion Resolution | | Approval |

BACKGROUND INFORMATION: The City of Central Point is committed to improve the lives of its most vulnerable citizens. Two programs that show the City's commitment is the *Water Rate Discount for Extreme Hardship*, which originated as a discount for senior citizens but was replaced through Ordinance 1845 in 2004 to cover a broader spectrum of vulnerable citizens allowing eligible households to receive a discount of 50% of the regular water rate, and the *St. Vincent de Paul Social Services program*, where an annual \$18,000 contribution originated through Resolution 1520 in 2017 is used to provide rental and utility assistance to Central Point residents in need.

The homeless issue, though, is a growing concern at a county-wide level. There is an opportunity to partner with the Jackson Continuum of Care which is looking to bring other municipalities and non-profit agencies together to seek an end to homelessness in Jackson County through collaborative efforts and resources.

This effort began in 1989 through the Jackson County Homeless Task Force comprised of non-profit and public organizations spearheading the effort to end homelessness. The Homeless Tax Force began functioning as the HUD-designated Continuum of Care in 2001 and developed a 10 Year Plan to End Homelessness in Jackson County in 2009. In 2018, the Continuum was restructured and the Homeless Task Force became one of the Continuum of Care's workgroup. ACCESS has been the lead non-profit organization administering the Continuum of Care program since its inception. The Continuum of Care is requesting support from local cities based on a percentage of total county-wide population. For Central Point, the request is \$8,600.

The City Enhancement area of the General Fund budget provides funding of the City's utility discount program among other community services (downtown revitalization, Food and Friends program and tourism promotion to name a few) and has traditionally had funds available at the end of each budget cycle.

FINANCIAL ANALYSIS: Additional expenditure \$8,600 from the City Enhancement area of the General Fund budget.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: The City of Central Point is committed to improve the lives of its most vulnerable citizens.

STAFF RECOMMENDATION: Approval of the resolution to contribute \$8,600 to the Jackson County Continuum of Care to support their community-wide effort to end homelessness.

RECOMMENDED MOTION: I move to approve a resolution authorizing a contribution of \$8,600 to the Jackson County Continuum of Care to support their community-wide effort to end homelessness.

ATTACHMENTS:

1. Jackson County Continuum of Care Resolution
2. Jackson County Continuum of Care Info

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRIBUTION OF \$8,600 TO THE JACKSON COUNTY CONTINUUM OF CARE TO SUPPORT THEIR COMMUNITY-WIDE EFFORT TO END HOMELESSNESS

RECITALS:

1. The City of Central Point is committed to improve the lives of the most vulnerable citizens.
2. Two programs that show the City's commitment is the *Water Rate Discount for Extreme Hardship*, which allows eligible households to receive a discount of 50% of the regular water rate, and the *St. Vincent de Paul Social Services Program*, where an annual contribution of \$18,000 by the City is used to provide rental and utility assistance to Central Point residents in need.
3. The programs have been very successful within the City of Central Point, however, there is a growing homelessness issue at a county-wide level.
4. There is an opportunity for the City to partner with other local cities and non-profit agencies with Jackson County to help in the fight to end homelessness in the area.
5. The Medford, Ashland/Jackson County CoC Program provides resources such as permanent housing, transitional housing, supportive services HMIS, and in some case homelessness prevention.

The City of Central Point resolves as follows:

Section 1.

Authorizing a contribution of \$8,600 from the City Enhancement area of the General Fund budget to the Jackson County Continuum of Care to support their community-wide effort to end homelessness.

Passed by the Council and signed by me in authentication of its passage this 11th day of October, 2018.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Jackson County Continuum of Care Resolution [Revision 1] (1049 : Jackson County Continuum of Care Request)



Who We Are

The Jackson County Continuum of Care (CoC) is a HUD-mandated, community-wide effort to end homelessness by providing stable housing for the homeless and offering preventative services to those at risk of becoming homeless. The Jackson County CoC seeks to end homelessness in Jackson County through the collaborative efforts and resources of all sectors of the community.

The Jackson County Continuum of Care commits to:

- comprehensive strategies to quickly re-house homeless individuals, families, persons fleeing domestic violence, and youth while minimizing the trauma and dislocation caused by homelessness
- promoting access to and utilization of programs by homeless individuals and families through person-centered, coordinated entry, assessment and referral policies and effective utilization of mainstream programs by homeless individuals and families
- offering broad strategies and solutions to optimize self-sufficiency among those experiencing homelessness
- promoting and creating permanent affordable housing solutions to specifically address the needs of chronically homeless individuals and families, as well as others at risk of homelessness, including permanent supportive housing and rapid re-housing
- maintaining a regional Homeless Information Management System (HMIS) and a coordinated entry system, which matches individuals with available housing
- Effective distribution and use of available resources from HUD Continuum of Care and Emergency Solutions Grant (ESG) programs, as well as any other appropriate sources
- Comprehensive and collaborative oversight of the Homeless Task Force, annual assessment of the state of homelessness in Jackson County, including a Point-in-time Count, Housing Inventory Count, and evaluation of changes in overall homeless conditions and by subpopulations.

How We Operate

The CoC's work is currently carried out through a collaboration of 15 non-profit agencies and community partners. Homeless individuals or families are now placed on a centralized, coordinated entry list for housing after a robust trauma-informed vulnerability index assessment. As housing becomes available, those with the highest vulnerability scores are placed first. The Continuum of Care utilizes the housing units from all providers to make these placements; thus ending the proprietary nature of agencies who previously had provided housing only to their own clients. This coordinated entry system more efficiently and rapidly houses individuals and families by breaking down silos to improve access so that those with the greatest need are served first. Through the work of the Board and workgroups, barriers to housing are removed and the communities of Jackson County are educated on why a "Housing First" approach is critical. Housing First is a no-barrier or low-barrier model that has successfully demonstrated that once barriers to housing are removed and homeless individuals are housed, they are better able to take care of their health concerns, substance abuse disorders, family traumas and employment

opportunities. Stable housing is the first step in helping people to actualize their full potential and to strengthen communities.

Community-wide Benefits

Once those experiencing homelessness are placed into stable housing, statistically it is shown that:

- Emergency Department visits decrease
- Repeated incarcerations decrease
- City and County expenses to clean up homeless camps decrease
- Overall community health increases
- Substance abuse disorders can be treated more effectively
- Couch surfing among children and teens ends and more attention can be placed on education
- Opportunities for employment increase

Accomplishments Since January 2018

The Jackson County Homeless Task Force (HTF), comprised of nonprofit and public organizations, began spearheading the effort to end homelessness in 1989. The HTF began functioning as the HUD-designated CoC in 2001 and developed a 10 Year Plan to End Homelessness in Jackson County in 2009. In 2018, the Continuum was restructured and the HTF became one of the CoC's workgroups. Accomplishments include:

- The creation of a high-functioning 27-member Board comprised of local government officials, non-profits, medical and mental health professionals, law enforcement, legal services and other community leaders, all of whom are dedicated to educating the community on homelessness and building a structure for changing the way Jackson County cares for its residents who are homeless.
- The establishment of 10 workgroups comprised of Continuum of Care Board members and community members to rectify barriers to housing for the homeless. Three examples of these workgroups include:
 - Housing Pipeline Workgroup is identifying and addressing impediments to creating the full range of affordable housing for those who are homeless or at risk of becoming homeless in all Jackson County jurisdictions.
 - Transition Policies Workgroup is developing strategies to help homeless individuals who are transitioning from sobering units, emergency rooms or jail into shelter or permanent housing.
 - Target Populations Workgroup focuses on the unique issues of priority populations such as Veterans, youth, families, persons with mental and physical disabilities, and survivors of sexual abuse and domestic violence.

Our Needs

A comprehensive undertaking to solve such a large, area-wide issue is complex and requires a commitment from all community sectors along with the will to create change. It is not one agency, one city or one community's issue, nor is it one organization or municipality's problem to solve or fund. Commitment, input and the will to create change is needed from all sectors. Because the CoC is not a 'program' but truly a collaboration and partnership to make change, financial resources and valuable input are needed from all participating communities and organizations to ensure the CoC's success.

Continuum of Care Funding

Potential Sources for 12 Month Commitment

| Potential Funder | Amount of Funding Sought or Percentage Basis | Contribution |
|---|--|--------------|
| City of Ashland | (10.2% of population) | \$ 10,200 |
| City of Central Point | (8.6% of population) | \$ 8,600 |
| City of Medford | (38.4% of population) | \$ 38,400 |
| City of Phoenix | (2.1% of population) | \$ 2,100 |
| City of Talent | (2.9% of population) | \$ 2,900 |
| Jackson County (w/ Medford, Ashland, Central Point, Phoenix, and Talent removed) | (37.8% of 212,567 population) | \$ 37,800 |
| Other sources: ACCESS AllCare Asante and Providence Hospital Foundations Avista Faith-based Community, including Catholic Charities Jackson Care Connect Pacific Power Primary Health | \$20,000 | \$ 20,000 |
| | Total | \$120,000 |

Attachment: Jackson County Continuum of Care Info (1049 : Jackson County Continuum of Care Request)

sign an agricultural lease and an agreement for option to purchase for map no. 36 SW 34, TAX
LOTS 200 AND 300

ATTACHMENTS:

1. Agricultural Lease 10.03.18
2. Option Agreement 10.03.18
3. Reso authorizing lease octo2018

AGRICULTURAL LEASE

Date: July 1, 2018 (“Effective Date”)

Between: **City of Central Point, Oregon** (“Landlord”)
 An Oregon municipal corporation
 140 South Third Street
 Central Point, Oregon 97502

And: **Forest Stroud,** (“Tenant”)
 An individual,
 4001 Little Applegate Road
 Jacksonville, Oregon 97530

RECITALS

A. Landlord is the owner of certain real property located in Jackson County, Oregon, and commonly known as Township 36 South, Range 2 West, Section 34, Tax Lots 200 and 300 (collectively, “the Premises”), a more particular description of the Premises being attached hereto as **Exhibit “A”**. The subject property is approximately 47.25 acres in size and consists of undeveloped agricultural land. Approximately 35 acres of the Premises is currently suitable for the intended agricultural use.

B. Landlord and Tenant have entered into an *Agreement for Option to Purchase* with an effective date of July 1, 2018 in conjunction with this Agreement (“the Option”).

C. Landlord desires to lease the Premises to Tenant subject to the terms and conditions of this Lease and Tenant desires to lease the Premises from Landlord subject to the terms and conditions of this Lease. The Lease is for agricultural purposes only.

AGREEMENT

In consideration of the mutual promises, covenants and undertakings of the parties herein contained, the parties hereby agree as follows:

1. Recitals. The parties acknowledge and agree that the above-stated Recitals are incorporated herein and deemed a material part of this Agreement.

2. Term. The term of this Lease shall commence on July 1, 2018 and shall terminate on June 30, 2021, at 11:59 p.m. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease upon 120 days written notice to Landlord. Upon termination of the Lease, Tenant shall cause any existing crops to be removed from the Premises and all irrigation facilities shall remain on the Premises in good working order unless otherwise agreed to by the parties. Tenant is accepting the condition of the Premises “As Is”.

2.1 Extension Option. If the Lease is not in default at the time the option is

exercised or at the time the renewal term is to commence, Tenant shall have the option to extend this lease for two (2) successive terms of one (1) year each, as follows:

(1) The extension term shall commence on the day following expiration of the preceding term.

(2) The extension option may be exercised by written notice to Landlord given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the Lease binding for the extension term without further act of the parties.

(3) The terms and conditions of the Lease for each extension term shall be identical with the original term except that, following the expiration of the two (2) extension terms, Tenant shall have no further right to extend this Lease.

3. Rent. Tenant shall pay \$1,200.00 an acre annually based upon 35 useable acres for an annual amount of \$42,000.00, to be paid in quarterly installments as follows:

| | |
|-----------------|--------------------------------|
| July 1, 2018 | \$10,500.00 (Payment Received) |
| October 1, 2018 | \$10,500.00 (Payment Received) |
| January 1, 2019 | \$10,500.00 |
| April 1, 2019 | \$10,500.00 |
| July 1, 2019 | \$10,500.00 |
| October 1, 2019 | \$10,500.00 |
| January 1, 2020 | \$10,500.00 |
| April 1, 2020 | \$10,500.00 |
| July 1, 2020 | \$10,500.00 |
| October 1, 2020 | \$10,500.00 |
| January 1, 2021 | \$10,500.00 |
| April 1, 2021 | \$10,500.00 |

Rent shall be due and payable in accordance with the above-stated rent schedule. Rent payments shall be timely made to the City of Central Point Finance Department located at 140 South Third Street, Central Point, Oregon 97502.

4. Permitted Use. The Premises shall be used for agricultural purposes, including, but not limited to the growing and processing of hemp or other crops located on the Premises. Tenant’s use of the Premises shall conform to all applicable laws and regulations of any public authority affecting the Premises. Notwithstanding the foregoing, the growing and/or processing of recreational and/or medical marijuana shall be prohibited on the Premises. Tenant, at Tenant's own expense, shall promptly correct any failure of compliance created through Tenant's fault or by reason of Tenant's use of the Premises. Tenant shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises or the subject property.

5. Tenant’s Use and Obligations. Tenant shall keep the Premises in good condition and Tenant shall not store trash or allow any unsightly condition to occur consistent with the intended use of the Premises. Tenant shall make no permanent improvements or

alterations on the Premises of any kind without first obtaining Landlord’s written consent, which consent shall not be unreasonably delayed or withheld. In the event such permanent improvements are made, such permanent improvements made shall become the property of Landlord unless otherwise agreed to in writing by the parties.

6. Taxes; Utilities. Tenant shall pay as due all taxes on its personal property located on the Premises. Landlord shall be solely responsible for all real property taxes and assessments. Tenant shall be solely responsible for all dues, charges and assessments for irrigation water provided to the Premises imposed by the Rogue River Valley Irrigation District or other irrigation water provider (“the RRVID Charges”). Tenant shall reimburse Landlord for all RRVID Charges relating to the Premises during the term of this Lease. Tenant shall reimburse Landlord for such RRVID Charges within ten (10) business days of receiving written notice from Landlord of the amount of the RRVID Charges and that Landlord has paid the same. RRVID Charges shall be prorated consistent with the term of this Lease. In the event utility services are provided to the Premises, Tenant, at Tenant’s sole expense, shall be pay when due all such utility charges.

7. Eminent Domain. In the event the Premises or any significant portion thereof is condemned, the rent owing shall be adjusted based on the following formula: number of remaining usable acres subsequent to the condemnation multiplied by \$1,200.00. Tenant shall be entitled to condemnation proceeds specifically allocated towards the value of existing planted crops at the time of the condemnation.

8. Liability and Indemnity.

8.1 Liens. Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12 percent per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default. Notwithstanding the foregoing, Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 business days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

8.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability, including Landlord’s costs and fees incurred in defending against such claims, arising out of any condition of the Premises or related to any activity on the Premises by Tenant, including Tenant’s guests, invitees, agents, and unsolicited visitors.

8.3 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of this Lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) in a

responsible company with coverage for bodily injury and property damage liability and medical payment with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 8.2 and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring a minimum of 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Premises.

9. Default. The following shall be events of default:

9.1 Default in Rent. Failure of Tenant to pay monthly rent when due or other charges imposed on Tenant pursuant to the terms of this Lease.

9.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord 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 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter, proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

10. Remedies on Default.

10.1 Termination. In the event of a default, the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

10.2 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

(1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

(2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property, or any other expense occasioned by Tenant's default including but not limited to any repair costs, attorney fees, court costs, broker commissions, and advertising costs.

10.3 Remedies Cumulative. The foregoing remedies shall be in addition to and shall

not exclude any other remedy available to Landlord under applicable law.

11. Miscellaneous

11.1 Assignment and Sublease. No part of the Premises may be assigned or subleased without the prior written consent of Landlord, which may be withheld for any reason. Notwithstanding the foregoing, Tenant may enter into a sublease agreement with Botanical Research Systems, LLC, an Oregon limited liability company in which Tenant is the sole member, provided said subtenant fully complies with all terms and conditions of this Lease and the ownership/membership of Botanical Research Systems, LLC, remains unchanged.

11.2 Attorney Fees and Costs. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

11.3 Notices. Notices under this Lease shall be in writing and shall be effective when actually delivered by hand delivery, electronic correspondence or United States mail directed to the other party at the address set forth below, or to such other address as the party may indicate by written notice to the other:

Landlord: City of Central Point
Attn: Public Works Director
140 South Third Street
Central Point, Oregon 97502
matt.samitore@centralpointoregon.gov

Tenant: Forest Stroud
4001 Little Applegate Road
Jacksonville, Oregon 97530
forest@mountaingreenhouse.net

Either the Landlord or the Tenant may change their respective address or addressee by giving notice of such change to the other party in the manner provided herein.

11.4 Modification. No modification of this Lease shall be valid unless in writing and signed by the parties hereto.

11.5 Governing Law; Interpretation. This Lease shall be governed by the laws of Oregon. Exclusive venue and jurisdiction for any dispute concerning this Lease shall be in Jackson County, Oregon.

11.6 Time Is of the Essence. Time is of the essence of this Lease.

11.7 Counterparts. This Lease may be executed by the parties in separate counterparts. For the purposes of this Lease, a facsimile or electronic copy of a signature shall have the same force and effect as an original signature.

11.8 Non-Discrimination. Tenant shall not (and Tenant shall not permit any person claiming through or under Tenant to) discriminate against or segregate any person or group of persons on account of race, color, creed, sex, religion, marital status, ancestry, or national origin, whether in the use, occupancy, subleasing, transferring, or enjoyment of the Premises, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the date first set forth above.

LANDLORD:

By: _____
Its: _____

TENANT:

Forest Stroud

Attachment: Agricultural Lease 10.03.18 (1053 : Upton Road Property Lease and Option Agreement)

EXHIBIT A

TRACT A:

Commencing at the northeast corner of Donation Land Claim No. 56 in Township 36 South, of Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence West along the north line of said Claim, 3761.15 feet to the true point of beginning; thence South and parallel to the east line of said Claim, 1305.08 feet; thence West and parallel to the north line of said Claim 1418.53 feet, more or less, to intersect the west line of said Claim; thence North, along the west line of said Claim, 1305.08 feet to the northwest corner thereof; thence East along the north line of said Claim, 1418.53 feet to the true point of beginning.

TRACT B:

Beginning at a point on the east line of Donation Land Claim No. 56 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, said point being 1305.08 feet South of the northeast corner of said Claim; thence continuing South along the east line of said Claim, a distance of 40.0 feet; thence West parallel with the north line of said Claim, a distance of 5179.68 feet to the west line of said Claim No. 56; thence North along said west line, a distance of 40.0 feet; thence East parallel with the north line of said Claim, a distance of 5179.68 feet to the point of beginning.

**AGREEMENT FOR
OPTION TO PURCHASE**

Date: July 1, 2018 (“Effective Date”)

Between: **City of Central Point, Oregon** (“Owner”)
 An Oregon municipal corporation
 140 South Third Street
 Central Point, Oregon 97502

And: **Forest Stroud,** (“Optionee”)
 An individual,
 4001 Little Applegate Road
 Jacksonville, Oregon 97530

RECITALS

- A.** Owner is the owner of certain real property located in Jackson County, Oregon, and commonly known as Township 36 South, Range 2 West, Section 34, Tax Lots 200 and 300 (collectively, “the subject property”), a more particular description of the subject property being attached hereto as **Exhibit “A”**. The subject property is approximately 47.25 acres in size and is undeveloped except for irrigation facilities and minor roadway improvements.
- B.** Owner and Optionee have entered into an *Agricultural Lease* with an effective date of July 1, 2018 in conjunction with this Agreement (“the Lease”). Owner desires to grant Optionee an option to purchase the subject property in consideration of Optionee entering into the Lease.
- C.** Optionee desires an option to purchase an undivided 100% interest in the subject property and Owner desires to grant Optionee an option to purchase an undivided 100% interest in the subject property.

AGREEMENT

In consideration of the mutual promises, covenants and undertakings of the parties herein contained, the parties hereby agree as follows:

- 1. Recitals.** The parties acknowledge and agree that the above-stated Recitals are incorporated herein and deemed a material part of this Agreement.
- 2. Option to Purchase**
 - 2.1 Grant of Option.** Owner, for and in consideration of Optionee entering into the Lease, grants to Optionee the sole and exclusive option to purchase the subject property in the

Attachment: Option Agreement 10.03.18 (1053 : Upton Road Property Lease and Option Agreement)

manner and for the price stated in this Agreement (“the Option”). In the event the Lease is terminated by the parties, this Agreement shall automatically terminate without notice and be of no further force or effect.

2.2 Term. The Term of the Option shall commence upon July 1, 2018 and shall terminate on June 1, 2021. The Term of the Option may be referred to in this Agreement as the "Term".

2.3 Exercise of Option. This Option shall be exercised, if at all, by written notice (the "Exercise Notice") given by Optionee to Owner on or after January 1, 2021, but on or before June 1, 2021, which notice shall state that Optionee has elected to exercise this Option. This Option may be exercised only with respect to all of the subject property. Upon exercise of this Option, Optionee shall be obligated to purchase the subject property from Owner, and Owner shall be obligated to sell the undivided 100% interest in the subject property to Optionee, for the price and in the manner herein set forth. This Option may only be exercised if Optionee is currently in compliance with all obligations imposed on Optionee pursuant to the Lease.

2.4 Failure to Exercise Option. In the event Optionee fails for any reason to exercise this Option in the manner set forth herein, Optionee shall have no further claim against or interest in the subject property. In the event of the failure to exercise the Option, Optionee shall provide Owner with any instrument that Owner may reasonably deem necessary for the purpose of removing from the public record any cloud on title to the subject property which is attributable to the grant or existence of this Option, if any.

2.5 Purchase Price. In the event the Option is exercised in compliance with the requirements of Section 2.3 and within the period set forth in Section 2.3 of this Agreement, the purchase price for the 100% interest in the subject property shall be **Four Hundred Sixteen Thousand and No/100 Dollars (\$416,000.00)** (“the Purchase Price”).

3. Purchase and Sale. Upon exercise of this Option in compliance with the requirements of Section 2.3 and within the period set forth in Section 2.3 of this Agreement, Optionee shall be obligated to purchase the subject property from Owner, and Owner shall be obligated to sell the undivided 100% interest in the subject property to Optionee, subject to the terms and conditions set forth herein.

3.1 Payment of Purchase Price. The purchase price for the subject property shall be payable as follows:

3.1.1 Optionee shall be given no credit for rent payments paid to Owner pursuant to the Lease.

3.1.2 The Purchase Price shall be paid in cash at Closing.

3.2 Title. On the Closing Date Owner shall execute and cause to be recorded in the Official Records of Jackson County, Oregon, a special warranty deed conveying the subject

property to Optionee. Title to the subject property shall be conveyed to Optionee free and clear of all encumbrances, except for the encumbrances set forth in Paragraphs __ through __ of the Title Report (“the Accepted Encumbrance(s)”), a copy of which is attached hereto and marked **Exhibit “B”**. Notwithstanding the foregoing, any encumbrance on title resulting from Optionee’s activities shall be deemed an Accepted Encumbrance and shall be accepted by Optionee at Closing. As soon as practicable after Closing, and in any event no later than 30 days after the Closing Date, Owner shall cause the Escrow Agent to issue its standard form Owners Title Insurance Policy, without extended coverage, in the amount of the Purchase Price, insuring fee simple title to the subject property vested in Optionee, subject only to the standard title policy exceptions and the exceptions set forth in **Exhibit “B”**.

3.3 Closing.

3.3.1 Time and Place. Closing of the sale and purchase of the subject property (the "Closing") shall occur on July 1, 2021 (the "Closing Date"). The escrow for the Closing shall be established at the office of First American Title Company of Oregon located at 1225 Crater Lake Avenue, Suite 101, Medford, Oregon (“Escrow Agent”).

3.3.2 Closing Obligations. On the Closing Date, Owner and Optionee shall deposit the following documents and funds in escrow, and the Escrow Agent shall close escrow in accordance with the instructions of Owner and Optionee:

3.3.2.1 Owner shall deposit the following:

- (1) The conveyance documents described in Section 5.2, duly executed and acknowledged;
- (2) Such other documents and funds, including (without limitation) escrow instructions, as are required of Owner to close the sale in accordance with this Agreement.

3.3.2.2 Optionee shall deposit the following:

- (1) Such documents and funds, including (without limitation) escrow instructions, as are required of Optionee to close the sale and purchase of the subject property in accordance with this Agreement.

3.3.3 Costs of Closing.

3.3.3.1 Seller’s Costs and Expenses. At Closing, Owner shall pay (i) one-half (1/2) of the Escrow Agent's fee; (ii) the premium for an Owner's standard title insurance policy in the amount of the Purchase Price; (iii) all recording and miscellaneous charges customarily attributable to a seller in similar transactions; and (iv) attorney fees incurred by seller with respect to negotiating this Agreement, if any.

3.3.3.2 Purchaser’s Costs and Expenses. At Closing, Optionee shall pay (i) one-half (1/2) of the Escrow Agent’s Fee; (ii) any premium for additional title insurance endorsements

desired by Optionee over and above those provided by a standard title insurance policy (iii) all recording and miscellaneous charges customarily attributable to purchasers in similar transactions; and (iv) all attorneys' fees incurred by Optionee with respect to negotiating this Agreement, if any.

3.3.4 Prorations. Owner and Optionee understand that certain items will need to be prorated among the parties at Closing including, but not limited to real property taxes. Real estate taxes payable for the current year shall be prorated on the Closing Date between the Owner and the Optionee.

4. Ownership. During the Term, or any extension thereof, Owner shall not sell, contract to sell or otherwise transfer the subject property, any part of thereof, or any interest therein, nor grant an option to any third party to acquire all or any portion of the subject property unless such transfer or grant is expressly subject to the rights of Optionee.

5. Casualty and Condemnation.

5.1 Casualty or Condemnation. In the event of threatened or actual condemnation of a material portion of the subject property prior to the Closing Date, at Optionee's option, Optionee may elect to proceed with the purchase of the subject property or may terminate this Agreement by written notice to Seller provided within ten (10) days after Purchaser's receipt of written notice of the occurrence of such threatened or actual condemnation. In the event Optionee elects to terminate this Agreement, neither party shall have any further rights, liabilities or obligations hereunder.

5.2 Election to Close. If Optionee elects to proceed with the purchase of the subject property despite a condemnation action, then upon Closing, all condemnation proceeds shall be paid towards payment of the Purchase Price. The Purchase Price shall not be reduced, Optionee shall have no claim against Owner relating to such condemnation other than any claim relating to the delivery of any condemnation proceeds and Optionee shall acquire the subject property at Closing in its then condition.

5.3 Risk of Loss. Except as otherwise provided herein, the risk of loss prior to Closing rests with Owner.

6. Brokerage Fees. No real estate brokerage fee or commission is owing in conjunction with this transaction.

7. Miscellaneous Provisions.

7.1 Assignment. The parties' rights and obligations under this Agreement shall not be assigned to any third party except that the parties acknowledge that Optionee shall have the right to assign Optionee's interest in this Agreement to a limited liability company in which Optionee is a majority member.

7.2 Attorneys' Fees. In any proceeding brought to enforce this Agreement or to

determine the rights of the parties under this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, its reasonable attorney fees incurred, and all costs and expenses incurred in connection with such a lawsuit, including attorney fees, expenses of litigation, and costs of appeal. For purposes of this Agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term “proceeding” shall mean and include arbitration, administrative, bankruptcy, and judicial proceedings including appeals.

7.3 Notices. Notices under this Agreement shall be in writing and shall be effective when actually delivered by hand delivery, electronic correspondence, facsimile or United States mail directed to the other party at the address set forth below, or to such other address as the party may indicate by written notice to the other:

Owner:

City of Central Point
 Attn: Public Works Director
 140 South Third Street
 Central Point, Oregon 97502
matt.samitore@centralpointoregon.gov

Optionee:

Forest Stroud
 4001 Little Applegate Road
 Jacksonville, Oregon 97530
forest@mountaingreenhouse.net

7.4 Entire Understanding. This Agreement, and the documents incorporated herein, consists of the entire Agreement between the parties with relation to the conveyance of the subject property.

7.5 Time of Essence. Time is of the essence of this Agreement.

7.6 Applicable law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

7.7 Counterparts. This Agreement may be executed by the parties in separate counterparts. For the purposes of this Agreement, a facsimile or electronic copy of a signature shall have the same force and effect as an original signature.

7.8 Statutory Disclaimer.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED

IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement for Option to Purchase on the date first written above, which is its effective date.

By: _____
Its: _____

“OWNER”

“OPTIONEE”

Attachment: Option Agreement 10.03.18 (1053 : Upton Road Property Lease and Option Agreement)

EXHIBIT "A"**TRACT A:**

Commencing at the northeast corner of Donation Land Claim No. 56 in Township 36 South, of Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence West along the north line of said Claim, 3761.15 feet to the true point of beginning; thence South and parallel to the east line of said Claim, 1305.08 feet; thence West and parallel to the north line of said Claim 1418.53 feet, more or less, to intersect the west line of said Claim; thence North, along the west line of said Claim, 1305.08 feet to the northwest corner thereof; thence East along the north line of said Claim, 1418.53 feet to the true point of beginning.

TRACT B:

Beginning at a point on the east line of Donation Land Claim No. 56 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, said point being 1305.08 feet South of the northeast corner of said Claim; thence continuing South along the east line of said Claim, a distance of 40.0 feet; thence West parallel with the north line of said Claim, a distance of 5179.68 feet to the west line of said Claim No. 56; thence North along said west line, a distance of 40.0 feet; thence East parallel with the north line of said Claim, a distance of 5179.68 feet to the point of beginning.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGRICULTURAL LEASE AGREEMENT AND AGREEMENT FOR OPTION TO PURCHASE FOR MAP NO. 36 SW 34, TAX LOTS 200 AND 300

Recitals:

- A. The City of Central Point acquired real property consisting of 47 acres commonly referred to as Map No. 36 SW 34, Tax Lots 200 and 300 located behind 5795 Upton Road in 1975 for a future sewer treatment facility (the "Property").
- B. In 1982 the City of Central Point decided to transfer its sewers to Rogue Valley Sewer Services as part of a regional program.
- C. The City has been leasing the Property for farming purposes since the time of acquisition.
- D. The City Council finds it would be in the best interest of the public to agree to lease the property to the current owners of 5795 Upton Road for the purpose of industrial hemp production.
- E. The current property owners would like to include an option to buy after the initial three year lease has concluded.

The City of Central Point resolves as follows:

Section 1. The agricultural lease and the option agreement for that real property located in Central Point, Jackson County Oregon, commonly referred to as Map No. 36 SW 34, Tax Lots 200 and 300 are attached as Exhibits "A" and "B".

Section 2. The City Manager is authorized to execute the agricultural lease and option agreement and any other documents necessary to effectuate this lease and option agreement.

Passed by the Council and signed by me in authentication of its passage this _____ day of October 2018.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: Reso authorizing lease octo2018 [Revision 1] (1053 : Upton Road Property Lease and Option Agreement)



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:** City Manager

FROM: Chris Clayton, City Manager

MEETING DATE: October 11, 2018

SUBJECT: Rogue Disposal & Recycling Annual CPI Rate Adjustment

ACTION REQUIRED: Motion
Information/Direction **RECOMMENDATION:** Approval

BACKGROUND/SYNOPSIS:

The Franchise Agreement between the City of Central Point and Rogue Disposal allows for an annual consumer price index (CPI) rate adjustment. Any adjustment proposal must be reviewed by the City to ensure mathematical accuracy and compliance with all provisions of the franchise agreement. Having reviewed Rogue Disposal & Recycling's proposed (2019) 2.7% rate increase, and the requirements of the current franchise agreement, I have found the proposed increase to be both accurate and compliant with the current franchise agreement.

FISCAL IMPACT:

The proposed 2.7% CPI rate adjustment has the following impact on Central Point residential customers beginning January 1, 2019:

35-gallon cart @ curb \$19.96/per month - Net Change (+\$.52)
 65-gallon cart @ curb \$33.47/per month - Net Change (+\$.90)
 95-gallon cart @ curb \$46.98/per month - Net Change (+\$1.27)

**Commercial and specialty rate information is included in the attached rate schedule.*

ATTACHMENTS:

1. Rogue Disposal & Recycling notification letter.
2. Consumer price index (CPI) information.
3. Adjusted rate schedule information.

RECOMMENDATION:

1. Provide additional comments to Rogue Disposal and Recycling on their proposed annual rate adjustment.
2. Approve Rogue Disposal and Recycling's proposed annual rate adjustment.

PUBLIC HEARING REQUIRED:

No

SUGGESTED MOTION:

I move to approve the Rogue Disposal and Recycling 2018 proposed rate adjustment of 2.7%.

ATTACHMENTS:

1. 2019 CPI Rate Adjustment Information



roguedisposal.com

September 28, 2018

Mr. Christopher Clayton
 City Administrator
 City of Central Point
 140 South 3rd Street
 Central Point, OR 97502

RE: City of Central Point Solid Waste Collection Franchise Agreement Sec. 7.5
Our File No: RET II 13A

Dear Mr. Clayton:

Paragraph 7.5 of the Solid Waste Collection Franchise Agreement (Franchise) between the City of Central Point (City) and Rogue Disposal & Recycling, Inc., (Rogue), provides for an annual adjustment of the approved service rate schedule based on the change in the Consumer Price Index (CPI) during the previous year. Please accept this letter as Rogue's implementation of the 7.5 provisions. Set forth below is Rogue's detailed calculation of the adjustment to each "Rate Category Rate" (RCR) in the improved service rate schedule, then in effect, calculated in accordance with the Annual Rate Adjustment Formula set forth under Section 7.5.

The CPI change between August 2017 (245.5) and August 2018 (252.1) equals a percentage change of 2.7%. Please see enclosed table taken from the Bureau of Labor Statistics Data setting forth the Consumer Price Index-All Urban Consumers for years 2017 and 2018. Accordingly, under the Annual Rate Adjustment Formula, the service rate for a particular rate category is multiplied by 2.7% plus the current service rate which equals the "Adjusted Rate Category Rate" (ARCR). For example, residential garbage/curbside recycling-one-can current rate of \$19.44 renders the following adjustment:

$$\$19.44 \times 2.7\% \text{ (CPI)} = \$0.52$$

Thus, the rate as of January 1, 2019 adjusted for the CPI (2.7%) equals:

$$\$19.44 + \$0.52 = \$19.96 \text{ (ARCR)}$$

I have enclosed a copy of Exhibit "D" Schedule of Approved Maximum Monthly Collection Rates for City of Central Point, effective January 1, 2018, which sets forth the current RCR. The new rates reflecting the ARCR are attached hereto as Exhibit "C", amended as of January 1, 2019.

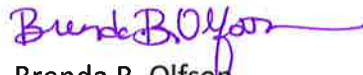
Under the Franchise, the City has 30 days to review the increase for the cost of living calculations.

As required by the Franchise, 30 days written notice (this includes electronic notice for our customers who have opted for "paperless" communication) will be provided to customers of all rate changes. In an effort to proceed with this rate change as environmentally and cost effectively as possible, our goal is to use statement inserts (as well as electronic notices) to notify customers of this rate change in our October 30 billing. *Timing wise, to enable us to do this, we would ask that any calculation questions you may have be submitted to us by Monday, October 22, 2018.*

After review of this information, please inform me as to whether you agree that the calculations set forth herein are accurate. I can be reached on my direct line at 541.494.5409.

Thank you for your attention to this matter.

Very truly yours,



Brenda B. Olsson
I/S & Finance Operations Manager
Rogue Disposal & Recycling, Inc.

SMG/ERS
Encl

**EXHIBIT C
CITY OF CENTRAL POINT, OREGON
ROGUE DISPOSAL AND RECYCLING, INC.
MAXIMUM MONTHLY COLLECTION RATES
EFFECTIVE JANUARY 1, 2019**

Residential Collection

| | | | |
|---|----|-------|-----------|
| Garbage/Curbside Recycling | | | |
| 35 gallon cart @ curb (1 can service) | \$ | 19.96 | Per month |
| 65 gallon cart @ curb (2 can service) | \$ | 33.47 | Per month |
| 95 gallon cart @ curb (3 can service) | \$ | 46.98 | Per month |
| Each Additional Can Serviced Weekly | \$ | 13.51 | Per month |
| Extra 32 gallon Can or Bag On Route | \$ | 4.99 | Each |
| Special Pick-up - Non-Garbage Customer | \$ | 16.94 | Each |
| Recycling Cart - Non-Garbage Customer | \$ | 5.91 | Per month |
| Green Waste Cart - Garbage Customer | \$ | 7.62 | Per month |
| Green Waste Cart - Non-Garbage Customer | \$ | 9.78 | Per month |

Commercial (Front-Load)

Monthly Front-Load Rates by Container size and Frequency of Pickup

| | 1 1/2 YD | 2 YD | 3 YD | 4 YD | 6 YD | 8 YD |
|------------------|-----------|-----------|-------------|-------------|-------------|-------------|
| 1 x Week | \$ 133.72 | \$ 174.28 | \$ 206.47 | \$ 267.32 | \$ 384.10 | \$ 500.77 |
| 2 x Week | \$ 216.58 | \$ 280.84 | \$ 389.18 | \$ 495.72 | \$ 693.78 | \$ 889.97 |
| 3 x Week | \$ 313.01 | \$ 399.32 | \$ 556.68 | \$ 702.18 | \$ 1,059.18 | \$ 1,416.23 |
| 4 x Week | \$ 409.43 | \$ 502.51 | \$ 712.34 | \$ 950.91 | \$ 1,392.48 | \$ 1,835.85 |
| 5 x Week | \$ 489.00 | \$ 605.67 | \$ 891.69 | \$ 1,179.30 | \$ 1,729.24 | \$ 2,279.11 |
| 6 x Week | \$ 554.97 | \$ 725.89 | \$ 1,059.18 | \$ 1,406.07 | \$ 2,064.22 | \$ 2,722.46 |
| Extra p/u | \$ 48.21 | \$ 58.33 | \$ 78.66 | \$ 99.02 | \$ 139.59 | \$ 180.19 |

Commercial Commingle Recycling (Front-Load)

Monthly Front-Load Rates by Container size and Frequency of Pickup

| | 1 1/2 YD | 2 YD | 3 YD | 4 YD | 6 YD | 8 YD |
|------------------|----------|----------|----------|----------|-----------|-----------|
| 1 x Week | \$ 40.12 | \$ 52.28 | \$ 61.94 | \$ 80.20 | \$ 115.23 | \$ 150.23 |
| Extra p/u | \$ 14.46 | \$ 17.50 | \$ 23.60 | \$ 29.71 | \$ 41.88 | \$ 54.06 |

Commercial Commingle Recycling (Bins)

| | | |
|---------------------------------------|----|-------|
| 65 gallon cart @ curb (2 can service) | \$ | 10.04 |
| 95 gallon cart @ curb (3 can service) | \$ | 14.09 |

Industrial (Roll-off)

DROP BOX SERVICE RATES

| SIZE | RATE PER LOAD | | DAILY RENT | |
|-----------------------------|----------------------|----------------|-------------------|-------------|
| | LOOSE | COMPACT | PERM | TEMP |
| 10 Yard Box (rate per haul) | \$ 272.56 | \$ 456.77 | \$ 2.91 | \$ 5.80 |
| 20 Yard Box (rate per haul) | \$ 409.72 | \$ 775.42 | \$ 3.64 | \$ 7.25 |
| 27 Yard Box (rate per haul) | \$ 505.94 | | \$ 4.34 | \$ 8.71 |
| 30 Yard Box (rate per haul) | \$ 546.55 | | \$ 4.34 | \$ 8.71 |
| 33 Yard Box (rate per haul) | \$ 585.41 | | \$ 4.34 | \$ 8.71 |
| 40 Yard Box (rate per haul) | \$ 709.12 | | \$ 4.34 | \$ 8.71 |
| 50 Yard Box (rate per haul) | \$ 886.77 | | \$ 4.34 | \$ 8.71 |

Attachment: 2019 CPI Rate Adjustment Information (1052 : Rogue Disposal & Recycling Annual CPI Rate Adjustment)

**EXHIBIT C
CITY OF CENTRAL POINT, OREGON
ROGUE DISPOSAL AND RECYCLING, INC.
MAXIMUM MONTHLY COLLECTION RATES
EFFECTIVE JANUARY 1, 2019**

Residential Collection Miscellaneous Charges

- \$ 27.99 Exchange Roll Cart
- \$ 2.31 32 Gal Can Extra GW Pick-Up
- \$ 1.59 Extra GW Cart Rent Per Month
- \$ 3.04 On Call Extra GW Cart Pick-up
- \$ 7.53 Recycle Bin Not Returned
- \$ 3.04 For Each Addtl Resident Roll Cart
- \$ 25.82 Off Route Charge
- \$ 62.33 35 Gal Lost Cart Replacement
- \$ 72.50 65 Gal Lost Cart Replacement
- \$ 91.33 95 Gal Lost Cart Replacement
- \$ 6.51 Cart/Can not at Curb (per Month)
- \$ 6.80 Long Driveway with Cart (per Month)
- \$ 115.98 Misc. Labor (Truck and Driver) per Hour
- \$ 50.73 Misc. Labor (Helper) per Hour
- \$ 49.14 Small Quantity Pgm - 5 Pre-Paid Bags
- \$ 67.85 Small Quantity Pgm - 10 Pre-Paid Bags
- \$ 75.37 1st Appliance
- \$ 37.69 Ea. Additional Appliance
- \$ 14.49 Tire - Passenger
- \$ 28.99 Tire - Truck
- \$ 28.99 Misc. Loose Waste - Per Yard
- \$ 9.14 Christmas Tree - Per 3 Ft Section

Commercial Collection Special Charges

- \$ 28.99 Per month temporary container rental
- \$ 28.99 Per month temporary cardboard only; waived if minimum p/u every other week
- \$ 37.69 Trip charge/pull fee
- \$ 57.98 Cleaning
- \$ 57.98 Deposit
- \$ 57.98 Pickup & Delivery
- \$ 17.41 Pull Out from 30-90 ft (multiply by p/u per week)
- \$ 13.05 Key Acct
- \$ 7.25 Per month auto lock container
- \$ 23.20 Lock replacement
- \$ 117.41 6 yd. or under FL compactor cleaning fee

| | <u>Deliver</u> | <u>Pickup</u> |
|---|----------------|---------------|
| \$ 127.00 Bin for a day - 5 yard - 24 hours 1 Dump | | |
| \$ 143.92 Bin for a week-end - 5 yard - 48 hours 1 Dump | Fri | Mon am |
| \$ 160.85 Bin for 72 hours - 5 yard - 1 Dump | 1st day | 4th day |
| \$ 98.11 Yard debris bin for a day - 5 yard - 24 hours 1 Dump | | |
| \$ 114.48 Yard debris bin for a week-end - 5 yard 1 Dump | Fri | Mon am |
| \$ 130.86 Yard debris bin for 72 hours - 5 yard 1 Dump | 1st day | 4th day |

Industrial Special Charges

- \$ 38.72 Compactor - Per Yard Under 20 Yds
- \$ 35.83 Compactor - Per Yard 20 Yds and Over
- \$ 129.03 Compactor Cleaning
- \$ 37.69 Trip Charge(move box @ location) / Turn Around Charge
- \$ 121.78 Haul Fee - Asbestos Box (Requires special per yard disposal charge)
- \$ 121.78 Wood Box Haul Fee
- \$ 2.91 Per Mile, starting after border boundary
- \$ 28.99 Car tire in drop box
- \$ 43.48 Truck tire in drop box
- \$ 75.37 Haul Fee to haul appliance from landfill to transfer station

Attachment: 2019 CPI Rate Adjustement Information (1052 : Rogue Disposal & Recycling Annual CPI Rate Adjustment)

**EXHIBIT D
CITY OF CENTRAL POINT, OREGON
ROGUE DISPOSAL AND RECYCLING, INC.
MAXIMUM MONTHLY COLLECTION RATES
EFFECTIVE JANUARY 1, 2018**

Residential Collection

| | | | |
|---|----|-------|-----------|
| Garbage/Curbside Recycling | | | |
| 35 gallon cart @ curb (1 can service) | \$ | 19.44 | Per month |
| 65 gallon cart @ curb (2 can service) | \$ | 32.59 | Per month |
| 95 gallon cart @ curb (3 can service) | \$ | 45.74 | Per month |
| Each Additional Can Serviced Weekly | \$ | 13.15 | Per month |
| Extra 32 gallon Can or Bag On Route | \$ | 4.86 | Each |
| Special Pick-up - Non-Garbage Customer | \$ | 16.49 | Each |
| Recycling Cart - Non-Garbage Customer | \$ | 5.75 | Per month |
| Green Waste Cart - Garbage Customer | \$ | 7.42 | Per month |
| Green Waste Cart - Non-Garbage Customer | \$ | 9.52 | Per month |

Commercial (Front-Load)

Monthly Front-Load Rates by Container size and Frequency of Pickup

| | 1 1/2 YD | 2 YD | 3 YD | 4 YD | 6 YD | 8 YD |
|------------------|-----------|-----------|-------------|-------------|-------------|-------------|
| 1 x Week | \$ 130.20 | \$ 169.70 | \$ 201.04 | \$ 260.29 | \$ 374.00 | \$ 487.60 |
| 2 x Week | \$ 210.89 | \$ 273.46 | \$ 378.95 | \$ 482.69 | \$ 675.54 | \$ 866.57 |
| 3 x Week | \$ 304.78 | \$ 388.82 | \$ 542.04 | \$ 683.72 | \$ 1,031.33 | \$ 1,379.00 |
| 4 x Week | \$ 398.67 | \$ 489.30 | \$ 693.61 | \$ 925.91 | \$ 1,355.87 | \$ 1,787.59 |
| 5 x Week | \$ 476.14 | \$ 589.75 | \$ 868.25 | \$ 1,148.30 | \$ 1,683.78 | \$ 2,219.19 |
| 6 x Week | \$ 540.38 | \$ 706.81 | \$ 1,031.33 | \$ 1,369.10 | \$ 2,009.95 | \$ 2,650.89 |
| Extra p/u | \$ 46.94 | \$ 56.80 | \$ 76.59 | \$ 96.42 | \$ 135.92 | \$ 175.45 |

Commercial Commingle Recycling (Front-Load)

Monthly Front-Load Rates by Container size and Frequency of Pickup

| | 1 1/2 YD | 2 YD | 3 YD | 4 YD | 6 YD | 8 YD |
|------------------|----------|----------|----------|----------|-----------|-----------|
| 1 x Week | \$ 39.06 | \$ 50.91 | \$ 60.31 | \$ 78.09 | \$ 112.20 | \$ 146.28 |
| Extra p/u | \$ 14.08 | \$ 17.04 | \$ 22.98 | \$ 28.93 | \$ 40.78 | \$ 52.64 |

Commercial Commingle Recycling (Bins)

| | | |
|---------------------------------------|----|-------|
| 65 gallon cart @ curb (2 can service) | \$ | 9.78 |
| 95 gallon cart @ curb (3 can service) | \$ | 13.72 |

Industrial (Roll-off)

DROP BOX SERVICE RATES

| SIZE | RATE PER LOAD | | DAILY RENT | |
|-----------------------------|----------------------|----------------|-------------------|-------------|
| | LOOSE | COMPACT | PERM | TEMP |
| 10 Yard Box (rate per haul) | \$ 265.39 | \$ 444.76 | \$ 2.83 | \$ 5.65 |
| 20 Yard Box (rate per haul) | \$ 398.95 | \$ 755.03 | \$ 3.54 | \$ 7.06 |
| 27 Yard Box (rate per haul) | \$ 492.64 | | \$ 4.23 | \$ 8.48 |
| 30 Yard Box (rate per haul) | \$ 532.18 | | \$ 4.23 | \$ 8.48 |
| 33 Yard Box (rate per haul) | \$ 570.02 | | \$ 4.23 | \$ 8.48 |
| 40 Yard Box (rate per haul) | \$ 690.48 | | \$ 4.23 | \$ 8.48 |
| 50 Yard Box (rate per haul) | \$ 863.46 | | \$ 4.23 | \$ 8.48 |

Attachment: 2019 CPI Rate Adjustment Information (1052 : Rogue Disposal & Recycling Annual CPI Rate Adjustment)

EXHIBIT D
CITY OF CENTRAL POINT, OREGON
ROGUE DISPOSAL AND RECYCLING, INC.
MAXIMUM MONTHLY COLLECTION RATES
EFFECTIVE JANUARY 1, 2018

Residential Collection Miscellaneous Charges

- \$ 27.25 Exchange Roll Cart
- \$ 2.25 32 Gal Can Extra GW Pick-Up
- \$ 1.55 Extra GW Cart Rent Per Month
- \$ 2.96 On Call Extra GW Cart Pick-up
- \$ 7.33 Recycle Bin Not Returned
- \$ 2.96 For Each Addtl Resident Roll Cart
- \$ 25.14 Off Route Charge
- \$ 60.69 35 Gal Lost Cart Replacement
- \$ 70.59 65 Gal Lost Cart Replacement
- \$ 88.93 95 Gal Lost Cart Replacement
- \$ 6.34 Cart/Can not at Curb (per Month)
- \$ 6.62 Long Driveway with Cart (per Month)
- \$ 112.93 Misc. Labor (Truck and Driver) per Hour
- \$ 49.40 Misc. Labor (Helper) per Hour
- \$ 47.85 Small Quantity Pgm - 5 Pre-Paid Bags
- \$ 66.07 Small Quantity Pgm - 10 Pre-Paid Bags
- \$ 73.39 1st Appliance
- \$ 36.70 Ea. Additional Appliance
- \$ 14.11 Tire - Passenger
- \$ 28.23 Tire - Truck
- \$ 28.23 Misc. Loose Waste - Per Yard
- \$ 8.90 Christmas Tree - Per 3 Ft Section

Commercial Collection Special Charges

- \$ 28.23 Per month temporary container rental
- \$ 28.23 Per month temporary cardboard only; waived if minimum p/u every other week
- \$ 36.70 Trip charge/pull fee
- \$ 56.46 Cleaning
- \$ 56.46 Deposit
- \$ 56.46 Pickup & Delivery
- \$ 16.95 Pull Out from 30-90 ft (multiply by p/u per week)
- \$ 12.71 Key Acct
- \$ 7.06 Per month auto lock container
- \$ 22.59 Lock replacement
- \$ 114.32 6 yd. or under FL compactor cleaning fee

| | <u>Deliver</u> | <u>Pickup</u> |
|---|----------------|---------------|
| \$ 123.66 Bin for a day - 5 yard - 24 hours 1 Dump | | |
| \$ 140.14 Bin for a week-end - 5 yard - 48 hours 1 Dump | Fri | Mon am |
| \$ 156.62 Bin for 72 hours - 5 yard - 1 Dump | 1st day | 4th day |
| \$ 95.53 Yard debris bin for a day - 5 yard - 24 hours 1 Dump | | |
| \$ 111.47 Yard debris bin for a week-end - 5 yard 1 Dump | Fri | Mon am |
| \$ 127.42 Yard debris bin for 72 hours - 5 yard 1 Dump | 1st day | 4th day |

Industrial Special Charges

- \$ 37.70 Compactor - Per Yard Under 20 Yds
- \$ 34.89 Compactor - Per Yard 20 Yds and Over
- \$ 125.64 Compactor Cleaning
- \$ 36.70 Trip Charge(move box @ location) / Turn Around Charge
- \$ 118.58 Haul Fee - Asbestos Box (Requires special per yard disposal charge)
- \$ 118.58 Wood Box Haul Fee
- \$ 2.83 Per Mile, starting after border boundary
- \$ 28.23 Car tire in drop box
- \$ 42.34 Truck tire in drop box
- \$ 73.39 Haul Fee to haul appliance from landfill to transfer station

Attachment: 2019 CPI Rate Adjustement Information (1052 : Rogue Disposal & Recycling Annual CPI Rate Adjustment)

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE
August 2018
ALL ITEMS INDEXES
 (1982-84=100 unless otherwise noted)

| MONTHLY DATA | All Urban Consumers (CPI-U) | | | | | | Urban Wage Earners and Clerical Workers (CPI-W) | | | | | |
|-------------------------------------|-----------------------------|----------|----------|----------------|----------------|-------------|---|----------|----------|----------------|----------|----------|
| | Indexes | | | Percent Change | | | Indexes | | | Percent Change | | |
| | | | | Year ending | 1 Month ending | Year ending | | | | 1 Month ending | | |
| | Aug 2017 | Jul 2018 | Aug 2018 | Jul 2018 | Aug 2018 | Aug 2018 | Aug 2017 | Jul 2018 | Aug 2018 | Jul 2018 | Aug 2018 | Aug 2018 |
| U. S. City Average..... | 245.519 | 252.006 | 252.146 | 2.9 | 2.7 | 0.1 | 239.448 | 246.155 | 246.336 | 3.2 | 2.9 | 0.1 |
| (1967=100)..... | 735.466 | 754.898 | 755.317 | - | - | - | 713.243 | 733.221 | 733.760 | - | - | - |
| Los Angeles-Long Beach-Anaheim..... | 256.739 | 266.007 | 266.665 | 3.9 | 3.9 | 0.2 | 247.260 | 256.632 | 257.318 | 4.0 | 4.1 | 0.3 |
| (1967=100)..... | 758.521 | 785.904 | 787.846 | - | - | - | 730.727 | 758.426 | 760.453 | - | - | - |
| West..... | 255.282 | 263.971 | 264.395 | 3.6 | 3.6 | 0.2 | 246.978 | 255.931 | 256.311 | 3.9 | 3.8 | 0.1 |
| (Dec. 1977 = 100)..... | 412.649 | 426.695 | 427.380 | - | - | - | 397.375 | 411.779 | 412.390 | - | - | - |
| West - A*..... | 262.522 | 272.296 | 272.606 | 3.9 | 3.8 | 0.1 | 252.086 | 262.441 | 262.699 | 4.2 | 4.2 | 0.1 |
| (Dec. 1977 = 100)..... | 428.079 | 444.016 | 444.522 | - | - | - | 408.079 | 424.842 | 425.259 | - | - | - |
| West - B/C**(Dec. 1996=100)..... | 149.255 | 153.464 | 153.797 | 3.2 | 3.0 | 0.2 | 148.925 | 153.326 | 153.625 | 3.3 | 3.2 | 0.2 |

| BI-MONTHLY DATA | All Urban Consumers (CPI-U) | | | | | | Urban Wage Earners and Clerical Workers (CPI-W) | | | | | |
|------------------------------------|-----------------------------|----------|----------|----------------|-----------------|-------------|---|----------|----------|-----------------|----------|----------|
| | Indexes | | | Percent Change | | | Indexes | | | Percent Change | | |
| | | | | Year ending | 2 Months ending | Year ending | | | | 2 Months ending | | |
| | Aug 2017 | Jun 2018 | Aug 2018 | Jun 2018 | Aug 2018 | Aug 2018 | Aug 2017 | Jun 2018 | Aug 2018 | Jun 2018 | Aug 2018 | Aug 2018 |
| San Francisco-Oakland-Hayward..... | 275.893 | 286.062 | 287.664 | 3.9 | 4.3 | 0.6 | 269.827 | 280.219 | 281.536 | 4.0 | 4.3 | 0.5 |
| (1967=100)..... | 848.172 | 879.435 | 884.358 | - | - | - | 821.645 | 853.291 | 857.300 | - | - | - |
| Seattle-Tacoma-Bellevue..... | 263.333 | 272.395 | 271.625 | 3.3 | 3.1 | -0.3 | 259.528 | 268.957 | 267.757 | 3.6 | 3.2 | -0.4 |
| (1967=100)..... | 802.742 | 830.365 | 828.019 | - | - | - | 769.761 | 797.727 | 794.166 | - | - | - |

* A = greater than 2,500,000 population

** B/C = 2,500,000 population or less

Dash (-) = Not Available.

Release date Sep. 13, 2018. The next monthly releases are scheduled for Oct. 11, 2018. The next bi-monthly releases are scheduled for Nov. 14, 2018.

Due to the 2018 geographic revision, Anchorage, Honolulu, Phoenix, and San Diego area index numbers are now published bi-monthly. Semi-annual averages can be accessed online at www.bls.gov/cpi/data.htm. The Portland CPI has been discontinued. Additional information on the geographic revision is available at www.bls.gov/regions/west/factsheet/2018cpigeorevision.htm. For questions, please contact us at BLInfoSF@BLS.GOV or (415) 625-2270.



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

ISSUE SUMMARY

| | | | |
|-------------------------|--|------------------------|-----------------------|
| TO: | City Council | DEPARTMENT: | Community Development |
| FROM: | Tom Humphrey, Community Development Director | | |
| MEETING DATE: | October 11, 2018 | | |
| SUBJECT: | Planning Commission Report | | |
| ACTION REQUIRED: | Information/Direction | RECOMMENDATION: | Not Applicable |

The following item was presented by staff and discussed by the Planning Commission at its regular meeting on October 2, 2018.

A. A Public Hearing to consider a Master Plan for the Chicory Village residential development on 3.64 acres in the Transit Oriented Development (TOD) Corridor. The project is located at 3428 and 3470 Chicory Lane in the Low Mix Residential (LMR) zoning district and is identified on the Jackson County Assessor's Map as 37 2W 11C, Tax Lots 8300 and 8400. Applicant: Bob Fellows Construction, Agent: Jay Harland, CSA Planning (File No. MP-18001). The Planning Commission continued the public hearing to discuss the Master Plan for one more month in order to allow City staff and the applicant to resolve deficiencies in the Master Plan and to address concerns raised by the Commission at the previous meeting. No additional public comment was received at the meeting.

B. A Public Hearing to consider a Tentative Plan for a 22-lot Subdivision known as Chicory Village. The project site consists of 3.64 acres and is located in the Transit Oriented Development (TOD) Corridor in the Low Mix Residential (LMR) zoning district. The property is identified on the Jackson County Assessor's Map as 37 2W 11C, Tax Lots 8300 and 8400. Applicant: Bob Fellows Construction, Agent: Jay Harland, CSA Planning (File No. SUB-18003). The Planning Commission continued the public hearing to discuss the subdivision for one more month in order to allow City staff and the applicant to resolve deficiencies in infrastructure expansion and to address concerns raised by the Commission at the previous meeting. No additional public comment was received at the meeting.

C. A Discussion of the draft Housing Implementation Plan/Regional Housing Strategies recommended by the Citizen's Advisory Committee (CAC). Consultant ECO|NW prepared a housing program for Central Point that addresses regional housing needs and guiding principles that were developed in partnership with the Department of Land Conservation and Development (DLCD) and communities that participated in the Greater Bear Creek Valley Regional Plan. The CAC considered the ECO|NW documents during April and July meetings and the Planning Commission discussed the CAC's recommendations. The Commission agreed to move Regional Housing Strategies forward to a public hearing at their next meeting.



City of Central Point Staff Report to Council

ISSUE SUMMARY

| | | | |
|-------------------------|--|------------------------|--------------|
| TO: | City Council | DEPARTMENT: | Public Works |
| FROM: | Matt Samitore, Parks and Public Works Director | | |
| MEETING DATE: | October 11, 2018 | | |
| SUBJECT: | Approval of one Utility Worker to Parks and Street Operation Staff | | |
| ACTION REQUIRED: | Motion | RECOMMENDATION: | Approval |

BACKGROUND INFORMATION: Jennifer Boardman was the City's Park Manager until Late 2017 when she decided to leave the City for new employment. Her full salary was appropriated fifty percent to Recreation and fifty percent to Parks. Upon her departure, the city reorganized the Parks and Recreation divisions. Recreation staff, which is housed at City Hall, is now under the supervision of the Parks and Public Works Director. Parks Department Field Staff is under the authority of the Street and Parks Supervisor, Mr. Troy Tibbets.

In re-organizing recreation, the City shifted responsibilities into three different positions: a Parks Planner/Capital Projects Manager (Dave Jacobs), a Special Events Coordinator (Nikki Pettersen), and a Recreation Specialist (Elizabeth Blodgett). In the Parks Department, we wanted to spend some time analyzing the division's workflow, to determine the most efficient department structure. After two years, it has been decided that an additional Parks Department Field Laborer is needed. No change to the budget is necessary, as an adequate amount of funding is already appropriated in the 2017-2019 budget to accommodate this reorganization. However, historically, we have asked the Council for approval for new positions created outside of the biennial budget process.

FINANCIAL ANALYSIS: The addition of another Utility Worker to the Street and Parks Operation staff will not cause an increase in the current budget. Salaries and benefits budgeted in FY18-19 for the unfilled Parks Manager position are \$132,590 in the Parks budget. The amount of salary and benefits for in FY18-19 for both the Recreation Specialist and additional Utility Worker positions will be a combined \$63,050 which falls well within the \$132,950 amount already budgeted for in FY18-19 Parks personnel costs.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Approve the addition of another Utility Worker to the Street and Parks Operation Staff.

RECOMMENDED MOTION: I move to approve the addition of one Utility Worker to the Parks and Street Operation Staff.



City of Central Point
Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:** Public Works

FROM: Matt Samitore, Parks and Public Works Director

MEETING DATE: October 11, 2018

SUBJECT: Approval of Christmas Banner Option for Purchase and Installation for Christmas 2018

ACTION REQUIRED: Motion **RECOMMENDATION:** Approval

BACKGROUND INFORMATION: Elizabeth Blodgett in the Recreation Division has prepared a few options for consideration for new downtown banners. Four options are presented to the Council for consideration. Previously all banners have been approved by City Council prior to being ordered and installed.

FINANCIAL ANALYSIS: The banners will only be installed on E. Pine Street from 1st to 6th Streets and are budgeted in the Recreation Fund/Budget.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: Downtown Beautification.

STAFF RECOMMENDATION: Approval of one of the presented options.

RECOMMENDED MOTION: I move to approve Christmas Banner Option ___ for purchase and installation prior to Christmas 2018.

ATTACHMENTS:

1. ChristmasBanners

Christmas BANNERS



OPTION 1



OPTION 2



OPTION 3



OPTION 4

10.D.a



Attachment: ChristmasBanners (1055 : Christmas Street Banners)