



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, January 24, 2019

Next Res(1564) Ord (2051)

I. REGULAR MEETING CALLED TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. SPECIAL PRESENTATIONS

1. Police Department Special Recognition

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 January 10, 2019 City Council Minutes
- B. Approval of Arbor Week 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. _____, Approving Purchase & Sale Agreement - Snowy Butte Station Property (Dreyer)
- B. First Reading, An Ordinance Amending in Part and Repealing in Part Weed Abatement Code (Dreyer)
- C. Resolution No. _____, Authorizing Cooperative Agreement Water Rights IGA (Dreyer)

X. BUSINESS

- A. Illicit Discharge Ordinance Changes (Samitore)

Mayor
Hank Williams

Ward I
Neil Olsen

Ward II
Kelley Johnson

Ward III
Brandon Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez

At Large
Michael Parsons

B. Water Rate Adjustment 2019 (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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.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, January 10, 2019

I. REGULAR MEETING CALLED TO ORDER

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

A. Swearing in Council Members

Mayor Williams swore in Council Members Kelley Johnson, Neil Olsen and Brandon Thueson.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Staff present: City Manager Chris Clayton, City Attorney Sydnee Dreyer; City Recorder Deanna Casey; Parks and Public Works Director Matt Samitore; Police Chief Kris Allison; Community Development Director Tom Humphrey, Finance Director Steve Weber, and Police Captain Dave Croft.

IV. PUBLIC COMMENTS

There were no Public Comments.

V. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brandon Thueson, Ward III
SECONDER:	Taneea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

A. Approval of December 13, 2018 City Council Minutes

B. Approval of Re-appointments to Committees and Commissions

Minutes Acceptance: Minutes of Jan 10, 2019 7:00 PM (CONSENT AGENDA)

C. Business Friendly Proclamation

City Manager Chris explained that item C, Business Friendly Proclamation was requested by SOREDI. There are representatives in the audience tonight. He read the proclamation into the record. SOREDI representatives came up and received the proclamation.

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. ORDINANCES, AND RESOLUTIONS

A. Resolution No. _____, A Resolution Approving Rules of the City Council of Central Point, Oregon Effective January 2019

City Manager Chris Clayton explained that there were no recommended changes to the City Council Rules this year. The Council approved the revised rules in January 2018.

City Attorney Sydnee Dreyer explained that the previous council rules included a two page Code of Ethics that were to be updated annually. When the current rules were updated a section on ethics was included, but the previous version was more detailed. There was consensus that the current Council Rules is sufficient in regards to ethics and additional documentation is not necessary.

Mike Parsons moved to approve Resolution 1563, A Resolution Adopting the 2019 Rules of the City Council of Central Point, Oregon.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Parsons, At Large
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

VIII. BUSINESS

A. Motion to: Council President Appointment

Mike Parsons moved to appoint Brandon Thueson as Council President.

RESULT:	APPROVED [5 TO 0]
MOVER:	Michael Parsons, At Large
SECONDER:	Taneeea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Browning, Parsons
ABSTAIN:	Brandon Thueson
EXCUSED:	Rob Hernandez

B. Council Assignments to Local Committees, Boards and Commissions

Mr. Clayton presented the current City Council Representative list for Boards, Commission, Committees, and Foundations. The list provides boards and committees that are important for the City of Central Point to participate on.

The first of the year is a good time for newly seated council members to volunteer to attend or current council members to switch committees. Each of these assignments represents an important opportunity for the city to exert influence and maintain relations with regional agencies and partners. There was discussion regarding corrected times and dates of some of the committees listed and members that would like to change or sign up for a committee.

Brandon Thueson moved to approve the updates to the 2019 City Council Representatives for Boards, Commissions, Committees, and Foundations.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brandon Thueson, Ward III
SECONDER:	Tanea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

C. Appointment of Transportation Representative - 2019

Mr. Clayton explained that the city has been fortunate to have the skills, expertise and knowledge of Councilman Michael Quilty representing the city on transportation related committees and boards. However, with Mr. Quilty's city council term ending, staff is recommending that Mr. Quilty be appointed as the City's transportation representative for the 2019 calendar year. Approving this appointment would ensure that the city is represented in areas that are transportation related and would allow other Council members to become familiar with public transportation over the next year.

If appointed as transportation representative for 2019, Mr. Quilty would continue to serve the city of Central Point on the Rogue Valley Metropolitan Planning Organization (RVMPO) Policy Committee, Oregon Rail Leadership Group, Oregon Metropolitan Planning Organization Consortium, Oregon Freight Advisory Group, Oregon State Transportation Improvement Program Stakeholders Group, West Coast Corridor Coalition and Rogue Valley Area Commission on Transportation (RVACT) (as representative of RVMPO).

He is recommending that the position of transportation representative receive a monthly stipend equivalent to that of an active city council member and that all travel related expenses be reimbursed per city policy.

Kelley Johnson moved to appoint Mr. Mike Quilty as council transportation representative for the 2019 calendar year.

Minutes Acceptance: Minutes of Jan 10, 2019 7:00 PM (CONSENT AGENDA)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kelley Johnson, Ward II
SECONDER:	Taneea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

D. Skyrman Arboretum Landscaping Phase 2

Parks and Public Works Director Matt Samitore explained that the city conducted a formal bid process for Phase 2 of the Skyrman Arboretum landscaping project. One bid was received from Overstreet Landscaping and Hydro seeding, Inc. for \$63,869.00. The City budgeted \$60,000 for the project and staff is prepared to adjust operational funding to cover the difference. The city has worked with Overstreet on previous projects and feels they are qualified to complete the job.

There are adjustments we would like to make from the original plans around the parking lot. There is a concern about the amount of shrubs and it is recommended we create more of a butterfly friendly area. No additional budget appropriation is needed to complete the project at the bid amount.

Brandon Thueson moved to award the Skyrman Arboretum Phase 2 project to Overstreet Landscaping & Hydroseeding Inc. in the amount of \$63,869.00.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brandon Thueson, Ward III
SECONDER:	Michael Parsons, At Large
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

E. Rogue Valley Transit District request for revised bus stop

Mr. Samitore explained that Rogue Valley Transit District (RVTD) has been working with the city to revise bus route 40 which historically traveled eastbound on Pine Street and included bus stops and pickups on Pine at 5th Street and the intersection of 2nd Street and Manzanita. RVTD has expressed concern regarding the northbound turning movement at the intersection of 2nd and Pine Street. After several meetings it was decided to reverse the path of Route 40 eliminating the northbound turn but will require relocation of the bus stop located at 5th and Pine Streets.

There are several options to relocate the bus stop.

1. 5th Street at Key Bank.
2. 4th Street Bulb out at Banner Bank.
3. 3rd Street Bulb out at Print Quick.
4. Adjust the bulb out at 2nd Street making it a flat bulb out allowing for the busses to make the right hand turn without running over the curb.
5. Do nothing and leave the pick up/drop off location at 6th Street.

RVTD would prefer to reverse the route which is allowing Crater students to catch the bus at Crater which was not an option in the previous route. One of their handicapped riders would prefer the stop on Pine Street between 3rd and 5th Streets.

Staff does not recommend taking away prime parking locations in front of Print Quick and Banner Bank. Key Bank has indicated they do not care if the parking in front of their building is changed to a bus stop. This location would be the location best suited for a bus stop. We would need to relocate the way finding sign.

Staff will return with a final recommendation after they have discussed the option with surrounding businesses. They were all very generous with the redesign of downtown and we don't want this change to be a hardship on any of them.

RESULT:	FOR DISCUSSION ONLY
----------------	----------------------------

F. Planning Commission Report

Community Development Director Tom Humphrey presented the Planning Commission report for January 8, 2019:

- The Commission discussed the updates to the Population Element to address changes to the forecast for 2019-2039 planning period. They considered Portland State University's latest population forecast for Jackson County and Central Point which showed an increase in the average annual growth rate to 1.5%. This will result in nearly 7000 person increase in the city over the next 20 years. Staff is proposing that the city make revisions to its Population Element in order to use the new numbers in expanding the Urban Growth Boundary. The Commission voted to schedule a public hearing for February.
- The last Residential Buildable Lands Inventory (BLI) was completed in 2016 as part of the Housing Element Update. Since that time, the forecast population for the next 20 years has increased enough to warrant re-evaluation which is a prerequisite to updating the Housing Element. The Commission voted to schedule a public hearing on this item in February.
- The Housing Element was updated in 2017 and was based on an earlier population forecast that estimated a residential land need of 150 acres. The revised population numbers will potentially increase the City's long term residential need to 306 acres. Revising the Housing Element will enable the city to demonstrate a greater land need when expanding the UGB this year. The Commission will hold a public hearing in February.
- The Urbanization Element was last acknowledged by the State in 1983. The working Draft has been updated and made more concise. Even though it is modeled after Statewide Planning Goal 14, it also reflects the goals and policies of the City as articulated in the Strategic Plan and more recent changes to other Comprehensive Plan Elements. The Urbanization Element defines the locational factors that will be used to expand the UGB this year. The Commission scheduled a public hearing for this Element in February.

IX. MAYOR'S REPORT

Mayor Williams reported that he attended:

- The Medford Water Commission meeting.
- The TRADCO meeting.

- The Essential Training for Elected Official training in Grants Pass. This training was provided by the League of Oregon Cities.
- The Central Point Chamber Greeters at Key Bank.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- The Citizens Advisory Commission is scheduled to meet next week but two members had to resign because of the upcoming discussion on the Urban Growth Boundary expansion they may not have a quorum. We have received an application for the CAC and he was able to interview Robin Stroh with Mr. Humphrey yesterday. They agree she would be a good fit for the commission and would like to recommend a motion for tonight so the Commission can proceed with its meeting next week.

Mike Parsons made a motion to appoint Robin Stroh to the Citizens Advisory Commission.

- The Citizen Survey letters hit customers this week. Currently 453 people have completed the survey. We are pleased with the response so far and look forward to seeing what the citizens have to say.
- There will be a Study Session on Monday night where we will be discussing the Financial Plan Update.
- He had the opportunity to teach a class at the DIRT Camp this week.
- There will be an executive session tonight to discuss real estate.
- He had a meeting with RVSS to notify them that the city will be taking over the management of the Storm Water Quality Program.
- The other Cities Water Group is finalizing the water rights agreement in order to look at water rights regionally. Staff will bring back an IGA at the next meeting.

XI. COUNCIL REPORTS

Council Member Kelley Johnson stated that she attended the LOC Elected officials training in Grants Pass.

Council Member Brandon Thueson welcomed the new Council members and reported that he attended the Community Christmas and Lights Parade in December.

Council Member Tanea Browning reported that:

- She attended the LOC Training in Grants Pass with fellow Councilmembers Neil Olsen, Kelley Johnson, and Mayor Hank Williams, it was fun traveling together.

- She attended the open house for DIRT at Skyrman Arboretum on December 15th followed by the DIRT Day camp on December 26 - January 4th. Campers were immersed in outdoor education and actively participated in structure building, animal habitat and behavioral studies along with free play and exploration. Research indicates children between the ages of 7 and 14 need 7 positive male role models in their lives. Due to societal pressures meeting this threshold can be difficult. DIRT's goal in this regard is to break down the barriers that keep people from participating in volunteerism. Making opportunities available that can fit into anyone's schedule. Our City Manager shared his passion of the outdoors and nature with our campers by dazzling them with his mystical duck calling skills and lanyard tying magic. She encouraged everyone to check out the camp details and the new partnership with DIRT and Parks and Recreation at Skyrman Arboretum.
- She attended Greeters at Key Bank.
- Fire District No. 3 had exemplar safety and insurance rating for the last year. The new RCC and FD3 training building is nearly done, along with seismic wrapping. The ribbon cutting for the new training station will be February 5th at 2 pm in White City.
- Denim and Diamonds Award Banquet will be February 9, at 5:00 p.m. The Danielle Kelly Soul Project will be performing. The dinner will provide steaks the size of your head.

Council Member Mike Parsons reported that he attended:

- The LOC Training in Grants Pass.
- The DIRT opening house at Skyrman Park.
- The Planning Commission meeting.

Council Member Neil Olsen reported that he attended the LOC training in Grants Pass.

XII. DEPARTMENT REPORTS

Parks and Public Works Director Matt Samitore reported that:

- We now have staff trained and ready to take over the Storm Water Quality Program. When this program was mandated by the state we were not prepared with crew or equipment. We will be able to save money by having our staff perform the requirements mandated by the state.
- There may be a delay in completion of the Twin Creeks Rail Crossing. TY LIN has not provided ODOT with digital construction drawings. The Department of Justice and the City's legal counsel will be sending certified letters that threaten legal action for breach of contract if the situation is not taken care of soon.

Police Chief Kris Allison reported that:

- The department has been busy so far this year. We have seen an increase in calls for service so far this year.
- Yesterday she attended a meeting with the Attorney General in regards to Unite Oregon. There will be a Hate Crime bill before the legislature soon. She is in favor of this bill.

Community Development Director Tom Humphrey reported that:

- He attended the kick off for this year’s Cheese Festival at the Rogue Creamery.
- The EPA Grant nominees are on hold because of the government shut down. Hopefully the Federal Government will reopen soon and we can proceed with these environmental studies.
- He has been asked to be on an interview panel at the Airport.
- He is working with Councilwoman Browning on a BootCamp for downtown businesses.

Finance Director Steve Weber reported that:

- The offer on 466 S. 1st Street been withdrawn. They were not able to get approval for the project they had planned.
- There will be an Audit presentation at the February 14, 2019 City Council meeting and Development Commission meeting.

XIII. EXECUTIVE SESSION 192.660 (2) (e) Real Property Transactions

B. Motion to: Purchase of potential Public Works Corporation Yard on S. Haskell Street

Neil Olsen moved to adjourn to Executive Session under ORS 192.660(2)(e) Real Property Transactions. Mike Parsons seconded. All said “aye” and the meeting was adjourned into Exec Session at 8:15 pm.

Council returned to regular session at 8:40 p.m.

Brandon Thueson moved to direct staff to pursue the purchase of potential Public Works Corporation Yard on South Haskell Street.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Brandon Thueson, Ward III
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Parsons
EXCUSED:	Rob Hernandez

XIV. ADJOURNMENT

Neil Oslen moved to Adjourn, Tanea Browning seconded. All said "aye" and the meeting was adjourned at 8:43 p.m.

The foregoing minutes of the January 10, 2019, Council meeting were approved by the City Council at its meeting of January 24, 2019.

Dated:

Mayor Hank Williams

Minutes Acceptance: Minutes of Jan 10, 2019 7:00 PM (CONSENT AGENDA)

ATTEST:

City Recorder



City of Central Point
Staff Report to Council

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Administration
FROM:	Deanna Casey, City Recorder		
MEETING DATE:	January 24, 2019		
SUBJECT:	Approval of Arbor Week Proclamation		
ACTION REQUIRED:	Consent Agenda Item	RECOMMENDATION:	Approval

Purpose: The proclamation illustrates the value of tree awareness and of Arbor Week in Central Point.

Background: The Arbor Week proclamation is important to the City of Central Point in that it will assist in securing recertification for the seventh year of the Tree City USA designation for 2020. To qualify as a Tree City USA community, a town or city must meet the required standards established by The Arbor Day Foundation and the National Association of State Foresters. The standards help to ensure that every qualifying community, no matter the size, has a viable tree management plan which includes the celebration of Arbor Week. In addition to accomplishing Tree City USA goals, establishing an Arbor Week celebration will help to raise awareness of the importance of trees in Central Point, expand the tree canopy by planting additional trees, and enhance the parks and open spaces where the trees are planted.

Recommendation: Approve the Arbor Week proclamation and join Central Point Parks and Recreation Department in celebration of Arbor Week: April 7 - 13.

ATTACHMENTS:

1. ARBOR WEEK PROCLAMATION 2019

ARBOR WEEK PROCLAMATION

WHEREAS, J. Sterling Morton proposed to the Nebraska Board of Agriculture in 1872 that a special day be set aside for the planting of trees; and

WHEREAS, Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen, strengthen stream bank integrity, provide flood mitigation, and provide a habitat for wildlife; and

WHEREAS, trees are a renewable resource that provides paper, wood, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW, THEREFORE, I _____ Mayor of the city of Central Point, do hereby proclaim April 7 - 13, 2019 as

Arbor Week

in the City of Central Point, and I urge all citizen to celebrate Arbor Week and to support efforts to protect our trees and woodland and

Futher, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Date this _____ Day of _____ in the Year _____

Mayor _____

Attachment: ARBOR WEEK PROCLAMATION 2019 (1093 : Arbor Week Proclamation)



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT: City Attorney
FROM:	Sydnee Dreyer, City Attorney	
MEETING DATE:	January 24, 2019	
SUBJECT:	Resolution No. _____, Approving Purchase & Sale Agreement - Snowy Butte Station Property	
ACTION REQUIRED: Motion Resolution		RECOMMENDATION: Approval

BACKGROUND INFORMATION:

City staff has been looking at various properties zoned industrial in the greater Central Point area for the past two years for construction of a corporation yard. City Staff met with Daniel Bunn of Investors II, LLC just prior to the Christmas holiday about the potential to purchase five acres of land for a new corporation yard (located at South Haskell - site map attached). The subject property is base zoned M-1 (Light Industrial) and has a TOD Corridor zoning of TOD-GC, which is general commercial. Zoning requirements can be satisfied if proposed development meets the requirement of either zoning designation. The M-1 zoning would be a perfect match for the corporation yard, and the remaining four lots could be planned for commercial/industrial or mixed-use, which would provide a buffer for the residences located to the west of the subject property.

Council met in executive session on January 10, 2019 and directed staff to negotiate the terms of a purchase and sale agreement with Investors II, LLC. Staff recommends a formal offer be made pursuant to the purchase and sale agreement attached hereto, with such agreement being subject to budget approval in the 2019-2021 budget cycle. City staff is seeking approval of an offer to purchase the real property and recommends adoption of the purchase and sale agreement attached hereto.

FINANCIAL ANALYSIS:

Staff will prepare the 2019-2021 FY budget to include the outright purchase of the subject property from the city's three primary enterprise funds (streets, water and storm water). In the event the Urban Renewal Boundary is amended to include the 2-acres for mixed use, the \$400,000 related to the two acres would be repaid to the enterprise funds through an agreement with the development commission. Alternatively, if the City retains those 2 acres, it would reimburse the enterprise funds upon the sale of those lots.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION:

Staff recommends the City Council move to approve the Resolution approving the purchase and sale agreement.

RECOMMENDED MOTION:

I move to approve Resolution No. _____, a Resolution Approving an Offer to Purchase Real Property located at South Haskell and Ash Street in Central Point, Jackson County Assessor's Map No. 372W10AD Tax Lots 700 and 798 and recommending approval of a Purchase and Sale Agreement for such property.

ATTACHMENTS:

1. RESO - PSA Snowy Butte Station City-Investors II
2. Purchase Agreement - Bunn-CP
3. 235 S Haskell

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER TO PURCHASE REAL PROPERTY LOCATED AT SOUTH HASKELL, CENTRAL POINT, JACKSON COUNTY ASSESSOR’S MAP NO. 372W10AD TAX LOTS 700 AND 798 AND RECOMMENDING ADOPTION OF A PURCHASE AND SALE AGREEMENT FOR SUCH REAL PROPERTY

RECITALS:

- A. Oregon Revised Statue Chapter 271 authorizes the City of Central Point to enter into financial agreements for the purpose of acquiring real or personal property that the City Council deems necessary.
- B. The City of Central Point City Council has deemed the purchase of that real property located at South Haskell and Ash Street in Central Point, Jackson County Assessor’s Map No. 372W10AD Tax Lots 700 and 798 is in the best interest of the City of Central Point in accordance with the goals established by the 2007City of Central Point strategic plan.

The City of Central Point resolves:

Section 1. The attached purchase and sale agreement for the acquisition of real property located at South Haskell and Ash Street in Central Point, Jackson County Assessor’s Map No. 372W10AD Tax Lots 700 and 798 (the “Property”) is approved.

Section 2. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to make the offer to purchase the Property upon the terms and conditions specified in the attached purchase and sale agreement which will remain valid for a defined period, but shall become null and void if not executed by the seller, on or before _____.

Section 3. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the attached purchase and sale agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to purchase the subject property.

Passed by the Council and signed by me in authentication of its passage this _____ day of January, 2019.

Mayor Hank Williams

ATTEST:

City Recorder

REAL ESTATE PURCHASE AND SALE AGREEMENT

DATE: _____, 2019

BETWEEN: **Investors II, LLC,** (“Seller”)
 an Oregon limited liability company,
 2870 Nansen Drive
 Medford, Oregon 97504

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

RECITALS

A. Seller is the owner of certain real property located in Jackson County (City of Central Point), Oregon, and commonly known as Township 37 South, Range 2 West, Section 10AD, Tax Lots 700 and 798 (collectively, “the subject property”). The subject property is approximately 5.06 acres in size and is undeveloped. A more particular description of the subject property is as follows:

Parcels 1 and 2 of PARTITION PLAT NO. P-33-2016, of Record of Partition Plats in the City of Central Point, Jackson County, Oregon, and filed as Survey No. 22068, Index Volume 27, Page 33, in the office of the County Surveyor.

B. Seller desires to sell the subject property to Purchaser and Purchaser desires to purchase the subject property from Seller.

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 Recitals set forth above are incorporated herein and deemed a material part of this Agreement.

2. Purchase Price. Seller agrees to sell and convey all of Seller’s right, title and interest in the subject property to Purchaser and Purchaser agrees to buy the subject property from Seller for the sum of **One Million and No/100 Dollars (\$1,000,000.00)** (“the Purchase Price”). The Purchase Price shall be paid as follows:

2.1 Earnest Money. Purchaser shall pay to Seller the sum of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** as earnest money within five (5) business days of the parties' mutual execution of this Agreement ("the Earnest Money Payment"). The Earnest Money Payment shall be applicable to the Purchase Price. The Earnest Money Payment shall be nonrefundable except in the event of a breach of the terms of this Agreement by Seller or as otherwise specifically provided herein. The Earnest Money Payment shall be made directly to the Escrow Agent.

2.2 Remaining Balance. The remaining balance of the Purchase Price in the amount of **Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$975,000.00)** shall be paid in cash at Closing.

3. Title. Seller warrants and represents that Seller is the fee simple owner of the subject property and that Seller has the right and authority to convey the subject property to Purchaser free and clear of any other claims of title and subject only to encumbrances of record and such recurring assessments and liens for real property taxes, irrigation districts or other governmental or quasi-governmental entities. Seller shall convey title to the subject property by Statutory Warranty Deed, properly executed and notarized conveying title to Purchaser. Seller, at Seller's sole expense, shall provide Purchaser with a standard owner's title insurance policy in the amount of the Purchase Price from Ticor Title Insurance located at 1555 East McAndrews Road, Suite #100, Medford, Oregon, 97504 ("the Escrow Agent"). Purchaser, at Purchaser's sole expense, shall have the right to instruct the Escrow Agent to issue additional title insurance endorsements desired by Purchaser. Upon complete execution of this Agreement, Seller, at Seller's sole expense, shall order a preliminary title report ("Title Report") from the Escrow Agent with a copy of the Title Report being delivered to Purchaser. Purchaser shall have 15 business days from the date of Purchaser's receipt of the Title Report in order to notify Seller in writing of any exceptions unacceptable to Purchaser ("Objection Notice"). Seller shall notify Purchaser of its intent to remove or not to remove the exceptions stated in the Objection Notice within 10 business days of Seller's receipt of the Objection Notice. Purchaser shall have no obligation to close if the parties are unable to resolve title issues concerning the subject property and the Earnest Money will be refunded to Purchaser. Purchaser's failure to issue Seller the Objection Notice within the time allowed will be deemed as Purchaser's acceptance of the exceptions to title set forth in the Title Report.

4. Due Diligence Contingency. Purchaser's purchase of the subject property is contingent upon Purchaser's inspection, review and approval of the physical condition of the subject property, including, but not limited to, title matters, the physical and environmental condition of the subject property, an appraisal, governmental regulations affecting the subject property, and all matters that bind the subject property or will affect its use ("the Due Diligence Contingency"). Purchaser shall provide Seller prior written notice of any intended physical testing to be conducted on the subject property. In the event of physical testing conducted on the subject property, Purchaser, at Purchaser's sole expense, shall cause the subject property to be restored to its original condition unless such requirement is waived in writing by Seller. To assist Purchaser in the due diligence process, Seller shall make arrangements to provide Purchaser with all non-confidential information relating to the subject property as soon as

practical. Purchaser shall give written notice to Seller no later than 5:00 p.m. on the 60th day following the date of this Agreement of Purchaser's intent to remove or not to remove the Due Diligence Contingency. In the event no written notice is given to Seller within the time allowed, this Agreement shall be deemed terminated and Seller shall promptly instruct Escrow Agent to refund the Earnest Money to Purchaser.

5. City Council Contingency. The purchase of the subject property is contingent upon the Central Point City Council adopting the 2019-2021 biennial budget with a specific allocation of designated funds for the purchase of the subject property in accordance with the terms of this Agreement ("the Budget Contingency"). In the event the Budget Contingency is not met prior to Closing, this Agreement shall be deemed terminated and Seller shall promptly instruct Escrow Agent to refund the Earnest Money to Purchaser.

6. Conditions of Access. Seller grants Purchaser access onto the subject property for the limited purpose of allowing Purchaser to conduct inspections and prepare plans for the future development of the subject property. In consideration for Seller providing Purchaser such access to the subject property, Purchaser hereby agrees to indemnify and hold Seller harmless, including the reasonable cost of Seller's legal defense, from any claim for personal injury, property damage or any other action by Purchaser or Purchaser's contractors, agents and representatives relating to any activities on the subject property by Purchaser, Purchaser's contractors, agents or representatives.

7. As Is. Except as otherwise stated herein, the parties hereby acknowledge and agree that this is an "AS IS" transaction and, except as otherwise expressly stated herein, Seller makes no representations or warranties as to the condition of subject property, or its fitness for a particular purpose.

8. Due Performance. Due performance of the terms, conditions, and agreements of this Agreement to be performed by a party and the accuracy of the representations and warranties of each as of the Closing Date is a condition to closing by the other party. Such performance shall include, without limitation, execution and delivery in proper form of all of the documents required hereunder to be delivered on the Closing Date and the rendering of all other performances and undertakings contemplated hereunder.

9. Closing. Closing shall occur on July 2, 2019 ("Closing Date") at the offices of the Escrow Agent.

10. Casualty and Condemnation.

10.1 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 Purchaser's option, Purchaser 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 Purchaser elects to terminate this Agreement, the Earnest Money Payment shall be refunded to Purchaser, and neither party shall have any further rights, liabilities or obligations hereunder.

10.2 Election to Close. If Purchaser 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, Purchaser shall have no claim against Seller relating to such condemnation other than any claim relating to the delivery of any condemnation proceeds and Purchaser shall acquire the subject property at Closing in its then condition.

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

11. Closing Provisions.

11.1 Closing. This purchase and sale transaction shall be closed on the Closing Date, unless otherwise extended pursuant to mutual agreement of the parties, at the offices of the Escrow Agent.

11.2 Funds and Documents.

11.2.1 Purchaser's Funds and Documents. On or before the Closing Date, Purchaser shall cause to be delivered to the Escrow Agent, for delivery to Seller on the Closing Date, each of the following:

(a) The sums specified in Section 2 herein, which sums are payable in cash, by certified or cashier's check, wire transfer, or otherwise immediately available federal funds.

(b) All funds required of Purchaser by reason of the prorations and adjustments described herein and the obligations of Purchaser for costs and expenses as set forth herein.

(c) All documents required pursuant to this Agreement, properly executed by Purchaser.

11.2.2 Seller's Documents. On or before the Closing Date, Seller shall cause to be delivered to the Escrow Agent, for delivery to Purchaser on the Closing Date, each of the following:

(a) Any funds necessary to satisfy Seller's obligations arising from the prorations and adjustments described herein and for costs and expenses as set forth herein, if any.

(b) All documents required pursuant to this Agreement, properly executed by Seller.

11.3 Adjustments and Prorations on Closing. Seller and Purchaser understand that certain items will need to be prorated among the parties at Closing including, but not limited to

real property taxes, if any. Real estate taxes payable for the current year, if any, shall be prorated on the Closing Date between the Seller and the Purchaser.

11.4 Costs of Closing.

11.4.1 Seller's Costs and Expenses. At Closing, Seller 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.

11.4.2 Purchaser's Costs and Expenses. At Closing, Purchaser shall pay (i) one-half (1/2) of the Escrow Agent's Fee; (ii) any premium for additional title insurance endorsements desired by Purchaser 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 Purchaser with respect to negotiating this Agreement, if any.

12. Remedies.

12.1 Seller's Breach. If Seller breaches this Agreement or fails to close the sale contemplated hereby through no fault of Purchaser, Purchaser shall be entitled to a refund of the Earnest Money Payment or DAMAGES, SPECIFIC PERFORMANCE OR OTHER INJUNCTIVE OR EQUITABLE RELIEF.

12.2 Purchaser's Breach. If Purchaser breaches this Agreement and fails to close the sale contemplated hereby through no fault of Seller, Seller shall be entitled to retention of the Earnest Money Payment.

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

14. Miscellaneous Provisions.

14.1 Assignment. The parties' rights and obligations under this Agreement shall not be assigned to any third party without the other party's prior written consent.

14.2 Possession. Purchaser shall be entitled to possession of the subject property on the Closing Date.

14.3 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.

14.4 Notices. Notices under this Agreement 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:

Seller:

Investors II, LLC
 c/o Daniel Bunn
 2870 Nansen Drive
 Medford, Oregon 97504
daniel@rubicon-investments.com

and

Tim Willis
 P.O. Box 2130
 Corvallis, Oregon 97339-2130
tim@rubicon-investments.com

Purchaser:

City of Central Point
 c/o Chris Clayton
 140 South Third Street
 Central Point, Oregon 97502
chris.clayton@centralpointoregon.gov

and

Daniel O’Connor
 Huycke O’Connor Jarvis, LLP
 823 Alder Creek Drive,
 Medford, Oregon 97504
dano@medfordlaw.net

14.5 Amendment. This Agreement may be amended only by written instrument executed by Seller and Purchaser.

14.6 Representations and Warranties. All representations and warranties made herein shall survive Closing.

14.7 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.

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

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

14.10 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.

14.11 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 on the dates set forth below.

SELLER:

INVESTORS II, LLC:

Date: _____, 2019

By: _____
Its: _____

PURCHASER:

CITY OF CENTRAL POINT:

Date: _____, 2019

By: _____
Its: _____



Attachment: 235 S Haskell (1092 : Resolution to Approve Purchase & Sale Agreement - Snowy Butte Station Property)



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Attorney
FROM:	Sydnee Dreyer, City Attorney		
MEETING DATE:	January 24, 2019		
SUBJECT:	First Reading, An Ordinance Amending in Part and Repealing in Part Weed Abatement Code		
ACTION REQUIRED:	Motion Ordinance 1st Reading	RECOMMENDATION:	Not Applicable

BACKGROUND INFORMATION: Given the increase in fire danger, and the recent Penninger Road fire this past summer, staff was directed to review the City’s weed abatement code to ensure it provides the fire department sufficient tools to deal with urban fire danger. The proposed revisions to the weed abatement code would increase the city’s tools as follows: 1) The revised ordinance creates a designated fire season of June 1 to October 31 to more easily inform City residents of when the fire restrictions automatically go into place; 2) The code also allows the fire marshal to specifically identify fire hazards outside fire season and notify owners of same; 3) The revised ordinance permits the City manager to publish a notice in the paper of general circulation in addition to, or in lieu of individual notices. In the event the City relies upon the newspaper publication, it much provide owners additional time to remove the weeds than in the case of personal notice; 4) Owners or persons deemed in violation of the code will receive a notice advising them of the fire hazard, the timeframe to clean it up, and notice that if they don’t rectify the problem within the specified time, the city may abate the nuisance and charge the owner the actual clean-up costs plus a specified cost of administration. That cost of administration will be included in the notice. 5) Owners or persons in control have 10-days to challenge that notice by written arguments to the City manager; 6) The City manager will have 15-days to rule on the matter and will provide his final decision to the owners in writing; 7) The owners or persons in control may appeal that decision to Council; 8) If the Council determines that the hazard must be rectified, and the owner or person in control fails to do so, the City may abate the nuisance and enter the costs of such abatement in the City’s lien docket. This is a change from prior versions of the code which then required a second notice to be issued to the owner and a second hearing to challenge those costs. In addition, owners of lots larger than 1 acre are subject to

additional abatement requirements, as well as increased fire breaks for properties abutting subdivisions.

FINANCIAL ANALYSIS: The proposed amendments should not substantially change current weed abatement expenditures or revenues.

LEGAL ANALYSIS: The proposed amendments provide a legal, streamlined, process that offers additional resources for City Staff when confronting weed abatement related issues.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: 2020 Strategic Plan Goal 2 - Build City pride and positive image; Strategy (e) Review current codes in use for development and improvement. Revise as necessary to create “healthy neighborhoods”. Enforce codes in older established neighborhoods. 2020 Strategic Plan Value - Public Safety: We value a professional service oriented public safety policy that promotes a sense of safety and security in our city

STAFF RECOMMENDATION: Given previous direction from City Council on the issue of weed abatement, city staff is recommending approval of the first reading of the proposed amendments.

RECOMMENDED MOTION: I move to approve the first reading of an ordinance-amending in part and repealing in part-the Central Point We Abatement Code.

ATTACHMENTS:

1. Weed Abatement Example
2. ORD - Weed Abatement Revised-0001



Before the Municipal Court
of the
City of Central Point



IN THE MATTER OF:

Carter Investments Llc

CPMC Case # 18-6

Respondent

ADMINISTRATIVE CITATION

PURSUANT TO THE AUTHORITY granted by Central Point City Charter § 4, 16, & 34, which empowers the City of Central Point to issue a citation upon any property owner whose property is reasonably believed to be in violation of any ordinance listed in the Central Point Municipal Code, as amended, it appears, upon information and belief, that you are in violation of the Weed Abatement, Central Point Municipal Code § 8.08 et seq. In particular, the City of Central Point alleges:

(Count #1) That on or about 5/2/2018, the real property located at 118 N 5th St., Tax Lot 372W02CC 900 was found to have grass, weeds, brush or bushes or any like vegetation over a height of ten inches between the dates of April 20th and October 15th. **(Fine: \$\$500.00)**

THIS CITATION ISSUED on this date **5/2/2018**

Wayne Evans, Community Services Officer
City of Central Point

THIS CITATION CAN BE DISMISSED! - PLEASE READ REVERSE SIDE



Carter Investments Llc
5050 36th Ave Se
Central Point, Or 97502

For Official Use:
Certified Mail # 7018036000066389467

Attachment: Weed Abatement Example (1081 : An Ordinance Amending in Part and Repealing in Part the Weed Abatement Code)

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



Administration Department
 Chris Clayton, City Manager
 Deanna Casey, City Recorder
 Sydnee Dreyer, City Attorney

IMPORTANT NOTICE – Weed Abatement Action Needed

Dear Property Owner:

We are contacting you because the city's code enforcement officer has determined that your property is in *violation* of the weed abatement requirements of the City of Central Point Municipal Code Chapter 8.08. This letter accompanies a Administrative Citation issued by the City of Central Point Police Department in accordance with the municipal code. Please carefully read this letter and the enclosed citation. This letter outlines steps you must take to clean-up your property and to avoid an assessment of fees if the city performs the clean-up.

This citation can be dismissed if the listed property is brought into compliance prior to 5:00 pm on the 15th day from the date of this letter. If you fail to comply a fine will be imposed and the fees set forth below will be assessed.

After this date/time, the citation becomes fully enforceable and the City of Central Point Public Works Department will arrange for removal of the unlawful growth as described in Municipal Code. 8.08.020.1(c). The fees for removal are based on the size of the property and follow the schedule below:

The Fee Schedule is:

0.00 to 0.50 Acres = \$500.00
 0.51 to 1.00 Acres = \$1,000.00
 1.01 to 2.00 Acres = \$2,000.00
 Above 2.01 Acres = Cost of contractor plus \$2,000.00

If these fees are not paid, a lien will be filed against the property and will accrue interest at the rate of 7% per year from date of entry until paid.

In the event that the obligations set forth by the City's Municipal Code present unusual hardship to comply, an appeal may be made (in writing) within 10 days of the date of this letter to the City Manager for an extension of time or relief of the obligation to clean the property. The appeal must include the facts which outline the hardship on the petitioner. The City Manager will then determine if an unnecessary hardship does apply, and may grant an extension of time or relief from the obligation.

Sincerely,
 Chris Clayton, City Manager
 City of Central Point, Oregon

Attachment: Weed Abatement Example (1081 : An Ordinance Amending in Part and Repealing in Part the Weed Abatement Code)

ORDINANCE NO. ____

**AN ORDINANCE AMENDING IN PART AND REPEALING IN PART THE CENTRAL POINT
MUNICIPAL CODE SECTIONS 8.08.010 THROUGH 8.08.040 REGARDING WEED
ABATEMENT**

RECITALS:

- A. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B. Upon review, the staff and city attorney for the City of Central Point determined that amendment to Chapter 8.08 Weed Abatement is advisable to provide additional notice options, clarify terms, and more clearly define the process for weed abatement.
- C. In particular, the amended provisions set forth the weed abatement season; allow for general notice of weed abatement to be published in the local newspaper; allow the fire marshal to declare fire hazards outside the weed abatement season, and removes the need for a second notice of assessment making the lien process more streamlined in the event the City is required to abate the weeds.
- D. Words ~~lined through~~ are to be deleted and words **in bold** are added.

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

SECTION 1. Chapter 8.08.005 through 8.08.020 are amended in part and repealed in as set forth below hereto and incorporated herein by reference.

**Chapter 8.08
WEED ABATEMENT**

Sections:

- 8.08.005 Purpose and Scope**
- 8.08.007 Definitions**
- 8.08.010 Nuisance described--Offense punishable.**
- 8.08.020 Notice and Abatement Proceedings.**
- ~~8.08.030—Assessment of costs.~~
- ~~8.08.040—Penalty.~~

8.08.005 Purpose and Scope.

The uncontrolled growth of high grass, weeds, brush, and other like vegetation on property in city areas causes:

1. A fire hazard endangering people and property;
2. An interference with the use and enjoyment of other properties by propagating noxious weeds and causing them to spread; and
3. A health hazard by furnishing an area for the breeding of vermin and by generating irritants. Therefore, permitting such uncontrolled growth is unreasonable and unnecessary in an urban area and constitutes a public nuisance. Any person who owns and has the right to control real property assumes no obligation to the rest of the community and is therefore chargeable with knowledge of the growth of vegetation on that property and has a duty to remove any nuisance which reasonable inspection would reveal.

8.08.007 Definitions.

For purposes of Sections 8.08.010 to 8.08.020, the following definitions shall apply:

“Owner” Any person with an ownership interest or with any leasehold or other possessory interest, of record or otherwise, which gives said person, either alone or jointly with others, a right to occupy, possess, or control real property. In any event, any person who appears as owner on the records of the county assessor shall be presumed to be one of the owners of the property, but such presumption may be rebutted.

“Person” Any natural person, partnership, corporation or other legal entity.

“Occupant” Any person in lawful possession, or with a lawful right to store or keep personal property on, any real property or, in case of corporate ownership, that officer, employee, or agent of a corporate owner having the authority or duty to control or operate the property on behalf of the corporation.

8.08.010 Nuisance described--Offense punishable.

A. Except as provided in subsection (C) hereof, it ~~shall be~~ unlawful and a public nuisance for any owner or occupant of real property in Central Point to allow grass, weeds, brush or bushes or any like vegetation over a height of ten inches to remain upon such real property **during the period from June 1 to October 31 in each calendar year, or at any other time prior to June 1 or after October 31, if the fire marshal determines that such growth constitutes a fire hazard. In the event the fire marshal determines there exists a fire hazard prior to June 1 or after October 31, the owner or occupant shall be notified in writing as provided in the notice provisions of section 8.08.0010(B).**~~;~~ ~~provided, that this shall not apply to ornamental shrubs, bushes or other like vegetation maintained and kept in a landscaped yard or place, or any crop grown and maintained for agricultural purposes or grass or other~~

~~like vegetation grown and maintained for pasturage upon property fenced, zoned and otherwise lawfully used for said purpose.~~

1. **Properties Less than One Acre in Size: Weeds and grass on the entire property shall be disked, cut or removed.**
2. **Properties More than One Acre in Size: Firebreaks may be considered acceptable as an alternative to clearing the entire parcel. Minimum 30' wide firebreaks shall be provided around the perimeter of the property and the area shall be divided into maximum 2.5 acre parcels with minimum 30' wide cross-breaks. In addition, minimum 100' firebreaks are required adjacent to improved subdivisions/properties (Road width may be considered part of the 100' firebreak).**
3. **Unmaintained Agricultural Properties: Minimum 30' wide firebreaks shall be maintained along the perimeter from the edge of road. In addition, minimum 100' wide firebreaks adjacent to improved subdivisions/properties (Road width may be considered part of the 100' firebreak).**
4. **Improved Subdivisions (streets in but structures not yet built): Each lot is required by ordinance to be cut.**
5. **Structures in Hillside Areas: Minimum 100' firebreaks (defensible space) shall be provided around the perimeter of the structure.**

B. Violation of subsection (A) of this section constitutes a violation.

C. The provisions of subsection (A) of this chapter shall not apply to the following:

1. Ornamental shrubs, bushes or other like vegetation maintained and kept in a landscaped yard or place;
2. Any crop grown and maintained for agricultural purposes;
3. Grass or other like vegetation grown and maintained for pasturage upon property fenced, zoned and otherwise lawfully used for said purpose; or
4. To any "natural area" within a Central Point public park. As used herein, "natural area" shall mean any park or portion thereof preserved in its native state and approved in writing by the Central Point Parks Department. Prior to approving any natural area, the Central Point Parks Department shall solicit and comply with any order of the Fire Marshal concerning the elimination or reduction of a fire hazard.

D.B. Each day during which such condition is unlawfully permitted to exist after notice has been given in the manner prescribed by this chapter is a separate offense punishable in the manner prescribed by **Section 1.16.010 of this Code** ~~this chapter~~; provided, that the condition shall be deemed a nuisance and, in addition to the foregoing remedy, may be abated by the city in the manner hereinafter prescribed, and the cost of abatement assessed as a lien against the property, and subject to foreclosure in the same manner and to the same effect as in the case of special ~~benefit~~ assessment liens.

8.08.020 Notice and Abatement--Proceedings.

A. Each year, the city manager may cause to be published in a newspaper of general circulation within the City of Central Point, Oregon, a public notice that conditions prescribed in section 8.08.010(A) constitute a public nuisance and directing that all growth which would constitute such a nuisance be cut or removed within 30 days from the date of publication of the notice.

B.A. Whenever a condition prohibited by Section [8.08.010 \(A\)](#) is found to exist, the code enforcement officer may give notice to the owners and occupants of the property by causing the same to be sent by mail to such persons as are sought to be charged, at their last known address, or if the mailing address of any owner or occupant is not known to the city, it shall be sufficient for the purpose of charging such person that the notice be addressed and sent in care of the person appearing as owner on the records of the county assessor of Jackson County. The notice:

1. Shall be directed to all persons shown on the assessor's records or otherwise known to the city to be owners and occupants, whether corporate or otherwise;
2. Shall refer to the premises involved with convenient certainty, the street address, if any, being sufficient;
3. Shall notify the addressees to remove the unlawful growth within fifteen **(15)** days from the date of mailing; and
4. Shall instruct them to comply therewith within fifteen days from the date of mailing.

5. The notice shall further inform the owners and occupants that, if the condition is not corrected within the said period of time, the owners and occupants may be prosecuted for violation. **If public notice has been published pursuant to subsection (A) herein, the mailed notice shall further state that unless the unlawful growth is removed within 30 days after the publication of said notice or 15** ~~The mailed notice shall further state that unless the unlawful growth is removed within fifteen~~ days after the date of the mailed notice, **whichever is later**, the city may cause the unlawful growth to be cut or

removed from the premises and will charge the costs thereof, including the costs of administration set forth in therein, to the owners and occupants and make the same a lien against the property.

C.B. Any owner or occupant may, **at any time before such owner becomes in violation, or, if notice has been mailed to said owner or occupant under subsection (B) hereof, within 10 days**~~within ten days after service of the notice is mailed, described in subsection A of this section, appeal to the city manager for relief by filing a petition with the manager.~~ **may file with the city recorder a written statement which shall specify the basis for contending that no nuisance exists. The statement shall be referred to the city manager, who shall thereupon determine whether a nuisance in fact exists.** The ~~petition~~ **written statement** shall include the facts upon which the **owner or occupant** ~~petitioner~~ relies for relief from the obligations of this chapter in relation to the property. If the city manager finds that it would work a real and unnecessary hardship upon the **owner or occupant** ~~petitioner~~ to comply with the terms of this chapter, then the city manager may relieve **said person** ~~the petitioner~~ of the obligations of the chapter in relation to the particular property, but nothing therein shall be construed as obligating the city to remove or abate the nuisance without charging the cost as a lien against the said property. **The city manager will mail a decision to the owner or occupant within 15-days of the City's receipt of such written statement. The owner or owner's agent may appeal the city manager's findings to the City Council. A written notice of appeal shall be filed with the city recorder within ten (10) days after the city manager's decision is mailed. The city recorder shall set the matter for public hearing at the next regular meeting of the City Council. If the City Council determines that a nuisance exists, the owner or owner's agent shall abate the nuisance within ten (10) days of the Council's decision; or the nuisance shall be abated by the City in the manner provided in subsection (D).**

~~D.C.~~ If the condition is not corrected within the time limit and no relief has been granted, the city may cause the nuisance to be abated by removing the grass, weeds, brush, bushes or like vegetation from the property, or so much thereof as the city manager may determine to be necessary to remove the hazard to abutting property. **The city manager shall maintain an accurate record of the expenses incurred by the City in removing the unlawful growth and shall include an abatement fee, which is established by resolution, for costs of administration. The total cost, including said costs of administration, shall thereafter be assessed against the property owner(s) and may be entered in the docket of City liens not less than 30 days after the mailing of the notice provided in subsection (B).** ~~Abatement fees shall be established by resolution and reviewed annually. The total cost, including said overhead, shall thereafter be assessed as a lien against the property as provided in Section 8.08.030.~~

E. If a lien is filed, the lien shall be enforced in the same manner as liens for special assessments in Chapter 11.04.070, and shall bear interest at the rate established for special assessments per

Chapter 11.04.080, beginning 10 days after the entry of the lien in the lien docket. An error in the name of the owner or occupant shall not void the lien and it shall remain a valid lien against the property.

~~D. The above remedy shall not be exclusive and, in addition to proceeding by abatement, the city may proceed against the responsible owner or occupant in city court in the manner prescribed by law, or, if the condition is permanent, substantial or continuing, may proceed by suit in equity for mandatory injunction or such other relief as may be afforded by a court of equity. (Ord. 1952 §1, 2011; Ord. 1420 §2, 1981; Ord. 1071 §2, 1972).~~

~~8.08.030 Assessment of costs. (Repealed by Ord. No. _____)~~

~~After the city has abated an unlawful growth by removal thereof and arrived at the total cost as prescribed by resolution, the city shall mail a notice of assessment to the owner and occupant of the property from which the city has abated the nuisance. The notice shall be addressed to the owners and occupants at the address shown in the office of the county assessor for said property and, if different, to the street address, if any, of the property. The notice shall contain:~~

~~A. A statement of the total cost, as defined in Section [8.08.020\(C\)](#);~~

~~B. A statement that the cost constitutes a lien against the property, payable within thirty days;~~

~~C. A statement that if the owner or occupant objects to the cost, as stated, he may file a written notice of objection with the city recorder within ten days from the date of mailing the notice. Upon the expiration of ten days after the date of mailing the notice, objections to the proposed assessment shall be heard and determined by the city council within thirty days of the filing of the written notice. An assessment for the total cost of cutting or removal shall be determined by the city council and made by resolution and shall thereupon be entered in the docket of city liens and then shall constitute a lien against the property from which the unlawful growth was removed. The liens shall bear interest at the rate of seven percent per year from the date of entry in the lien docket and shall be enforced in the same manner as in the case of liens for street improvements. An error in the name of the owner or occupant shall not void the lien nor will a failure to receive notice of the assessment render it void, but it shall nevertheless remain a valid lien against the property. (Ord. 1952 §2, 2011; Ord. 1071 §3, 1972).~~

~~8.08.040 Penalty. (Repealed by Ord. No. _____)~~

~~Violation of the terms of this chapter shall be punishable upon conviction under the general penalty ordinance. (Ord. 1716 §11, 1995; Ord. 1071 §4, 1972).~~

SECTION 2. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Recitals A-C) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 3. Effective Date. The Central Point City Charter states that an ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

PASSED by the Council and signed by me in authentication of its passage this ___ day of _____ 2019.

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: ORD - Weed Abatement Revised-0001 (1081 : An Ordinance Amending in Part and Repealing in Part the Weed Abatement Code)



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Attorney
FROM:	Sydnee Dreyer, City Attorney		
MEETING DATE:	January 24, 2019		
SUBJECT:	Resolution No. _____, Authorizing Cooperative Agreement Water Rights IGA		
ACTION REQUIRED:	Resolution	RECOMMENDATION:	Approval

BACKGROUND INFORMATION:

Over the past several months, the “other cities” water workgroup (formerly known as the cities water coalition) has been developing a cooperative agreement regarding water right strategy. More specifically, the participating agencies are in alignment/agreement on the need to develop a global water right strategy for the entire region (area served by the Medford Water Commission).

The benefit of developing a global water right strategy arises from the need to maximize the currently owned water rights (each agency currently owns individual water rights for their current and future needs) and collectively acquire future water rights based on the needs of the region—versus the individual needs of each jurisdiction. Accomplishing these objectives will minimize the ultimate cost to regional ratepayers, and ensure that necessary, regional, water rights are secured for the foreseeable future.

The proposed cooperative agreement commits all participating agencies—including Central Point—to working with a water rights consultant (GSI) to develop a regional strategy. It does not, however, commit any of the participating agencies to the implementation of the consultant’s ultimate recommendations. The process of implementing and adopting the consultant’s recommendations will involve a subsequent process that culminates with each individual agency’s policymakers considering, and possibly adopting, the recommended regional strategy.

FINANCIAL ANALYSIS:

As described in “Exhibit B” of the proposed cooperative agreement, each participating is responsible for funding their calculated portion of the water rights consultant’s project scope/fee proposal. The listed cost allocations were derived based on population according to the 2015 Portland State University population projections. In Central Point’s case, the total cost for developing the regional water rights strategy is calculated at \$10,277. This amount will be paid from the City’s water fund.

LEGAL ANALYSIS:

The proposed cooperative agreement has been review by Central Point's legal counsel.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Goal 1- Build strong relationships between government and its citizens. Strategies: (b)
Collaborate with other governmental agencies, public and private enterprises, pooling resources.

STAFF RECOMMENDATION:

Staff recommends approval of the cooperative agreement for developing a water right strategy for access to water among Medford Water Commission, City of Ashland, City of Central Point, City of Eagle Point, City of Jacksonville, City of Phoenix, and City of Talent.

RECOMMENDED MOTION:

I move to approve Resolution Number _____ approving a cooperative agreement for developing a water right strategy for access to water among Medford Water Commission, City of Ashland, City of Central Point, City of Eagle Point, City of Jacksonville, City of Phoenix, and City of Talent.

ATTACHMENTS:

1. 0124 Resolution IGA Water Rights
2. 0124 IGA Agreement Water Rights

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR DEVELOPING A WATER RIGHT STRATEGY FOR ACCESS TO WATER AMONG MEDFORD WATER COMMISSION, AND THE CITIES OF ASHLAND, CENTRAL POINT, EAGLE POINT, JACKSONVILLE, PHOENIX AND TALENT

Recitals:

- A. Medford Water Commission (MWC) and the cities of Central Point, Ashland, Eagle Point, Jacksonville, Phoenix and Talent (collectively the "Cities") recognize the importance of providing a reliable source of water to their respective customers and constituents;
- B. MWC and the Cities desire to work together to document the current understanding of water rights between the parties and to coordinate a Water Rights Strategy (WRS) to improve current and long-term reliability of individual and collective water supplies;
- C. The parties desire to enter into a cooperative agreement to lay out options for all parties to move forward with securing and allocating water supplies that may be in the best interest of the region as a whole, but will not bind the parties to any particular action;
- D. In the event the parties successfully develop a WRS, they would then negotiate a second IGA to guide the adoption, implementation, and management of the WRS moving forward.
- E. The City Council finds it is in the best interest of the City to work with the region in developing a WRS, and to pay the City's proportionate share of such costs as provided in said cooperative agreement.

The City of Central Point resolves as follows:

Section 1. The City Manager is authorized to to execute the Cooperative Agreement for Developing a Water Right Strategy attached hereto as Exhibit "A" and to execute such further documents as necessary to effectuate this agreement.

Passed by the Council and signed by me in authentication of its passage this ____ day of January, 2019.

Mayor Hank Williams

ATTEST:

City Recorder

**COOPERATIVE AGREEMENT FOR DEVELOPING A WATER RIGHT STRATEGY FOR ACCESS TO WATER AMONG
MEDFORD WATER COMMISSION, CITY OF ASHLAND, CITY OF CENTRAL POINT, CITY OF EAGLE POINT, CITY OF
JACKSONVILLE, CITY OF PHOENIX, AND CITY OF TALENT**

This cooperative agreement (hereinafter "Agreement") is by and among Medford Water Commission and the Cities of Ashland, Central Point, Eagle Point, Jacksonville, Phoenix, and Talent, hereinafter PARTNERS when referred to collectively and MWC, ASHLAND, CENTRAL POINT, EAGLE POINT, JACKSONVILLE, PHOENIX, and TALENT when referred to individually.

RECITALS

- A. The PARTNERS all own and operate water systems that supply water to their respective customers;
- B. The PARTNERS recognize the vital importance of providing a reliable source of water to all their respective customers for public health, safety, and welfare and for sustaining economic development;
- C. The PARTNERS value the important role each utility plays in meeting the water supply needs of the Rogue Valley Region (RVR);
- D. The PARTNERS enter this agreement in a spirit of good will and mutual cooperation, with the understanding that coordinating a Water Right Strategy (WRS) will improve the current and long-term reliability of individual and collective water supplies and is in the highest public interest;
- E. The PARTNERS understand that the WRS will document the current understanding of the water rights held by the jurisdictions in the RVR, and provide options to the PARTNERS on how to move forward with securing and allocating water supplies for the RVR that may be in the best interests of the Region as a whole, but it will not bind PARTNERS to any particular direction or action; and
- F. The PARTNERS recognize that developing a WRS is the first step and that a second step of adopting a WRS would require a second IGA that would then guide the adoption, implementation, and management of the WRS moving forward. It is understood that a second step may not be possible if there is not agreement on how to move forward with the WRS.
- G. The PARTNERS are willing to fund development of a WRS.

AGREEMENT

The PARTNERS agree to the following:

I. RECITALS/PURPOSE

The above recitals are true and correct and are specifically adopted and incorporated herein as the purpose of this Agreement.

II. DEFINITIONS

- A. ASHLAND means City of Ashland.
- B. CENTRAL POINT means City of Central Point.
- C. EAGLE POINT means City of Eagle Point.
- D. JACKSONVILLE means City of Jacksonville.
- E. MWC means Medford Water Commission.

- F. OWRD means the Oregon Water Resources Department.
- G. PARTNERS means collectively the Medford Water Commission and the Cities of Ashland, Central Point, Eagle Point, Jacksonville, Phoenix, and Talent.
- H. PHOENIX means City of Phoenix.
- I. RVR is an abbreviation for Rogue Valley Region.
- J. STEERING COMMITTEE means a group comprised of at least a single voting representative from each of the PARTNERS. The Steering Committee function will be to oversee the implementation of this Agreement, to facilitate changes to it necessary to ensure its continued effectiveness in meeting the needs of the PARTNERS and to settle differences in interpretation of its provisions and execution.
- K. TALENT means City of Talent.
- L. WRS is an abbreviation for Water Right Strategy.

III. RESPONSIBILITIES

A. The PARTNERS:

1. Agree to form a STEERING COMMITTEE.
2. Agree not to move forward with any actions to certificate water rights at the MWC Duff Water Treatment Plant intake, except as provided in III.C, until a WRS is completed, or the term of this Agreement ends.
3. Agree to pay the identified, pro-rata costs of the development of a WRS as provided in Section IV (B) of this Agreement.

B. MWC:

1. Agrees to award and administer a contract with GSI Water Solutions to develop a WRS as described in Section IV (A) of this Agreement.
2. Agrees to pay monthly invoices to GSI Water Solutions on behalf of the PARTNERS.

C. PHOENIX:

1. Agrees not to request expedited processing of its claim of beneficial use under OWRD's Reimbursement Authority Program for Permit S-47672 until a WRS is completed, or the term of this agreement ends, whichever occurs first.
2. Agrees to notify the PARTNERS within a reasonable period of time in the event that OWRD begins review of its pending claim of beneficial use for Permit S-47672.

IV. WATER RIGHT STUDY SCOPE AND COST

- A. The draft outline of the scope of work to develop a WRS is included as Exhibit A. The PARTNERS intend to collaboratively develop and establish a final scope of work after this agreement is executed.

- B. The PARTNERS agree to share the cost of the WRS on a pro rata basis in proportion to their populations based on Portland State University's 2015 population data, as shown in Exhibit B. Exhibit B indicates preliminary costs. The total cost of the WRS is expected to be less than \$80,000. Final pro-rata cost share will be determined at the time the contract with the consultant is signed. Payments by PARTNERS will be due quarterly and must be remitted to MWC within 30 days of invoice.

V. DECISION MAKING PROCESS

- A. All decisions made under this Agreement, and during the course of the development of the WRS, shall be made through negotiations among the PARTNERS.
- B. The WRS does not bind any PARTNER(S) to any future action or direction proposed by the WRS.

VI. LIABILITY, INDEMNITY AND HOLD HARMLESS

- A. INDEMNIFICATION. To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, and not to exceed monetary limits of the Oregon Tort Claim Act, the PARTNERS agree to defend, indemnify, and hold harmless each other from claims, liability or damages, including attorney fees, arising out of error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this Agreement.
- B. STATUS. In providing the services specified in this Agreement (and any associated services) the PARTNERS are public bodies and maintain their public body status as specified in ORS 30.260. The PARTNERS understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act and any and all other statutory rights granted as a result of their status as local public bodies.

VII. TERM AND TERMINATION

The term of the Agreement is twelve months from the last date of execution, unless the STEERING COMMITTEE members unanimously agree in writing to extend that date. Any PARTNER may agree to terminate its participation in the Agreement at any time with 15-day written notice to the other PARTNERS, provided, however, that once a contract with the selected consultant has been signed, the terminating PARTNER agrees to pay its full pro-rata share of the cost of the consultant contract to MWC.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper officers on the dates noted below.

 Brad Taylor DATE
 General Manager
 Medford Water Commission

 Chris Clayton DATE
 City Manager
 City of Central Point

 Kelly Madding DATE
 City Administrator
 City of Ashland

 Henry Lawrence DATE
 City Administrator
 City of Eagle Point

 Jeff Alvis DATE
 City Manager
 City of Jacksonville

 Aaron Prunty DATE
 City Manager
 City of Phoenix

 Sandra Spelliscy DATE
 City Manager
 City of Talent

**Exhibit A. Outline of Scope of Services for
Development of a Water Rights Strategy
For Partner Water Providers**

1. Initial Meetings with City Councils

- a. As an initial step for this project, GSI Water Solutions (Contractor) will attend a meeting to discuss the Water Rights Strategy project with members from the city councils of the Partner Water Providers and the Medford Board of Water Commissioners.
- b. As an optional additional task, Contractor would attend individual council meetings with the city councils for each of the Partner Water Providers and the Medford Board of Water Commissioners, as requested.

2. Water Rights Review

- a. Contractor will review the water rights held by each of the Partner Water Providers.
- b. Contractor will work with all the Partner Water Providers to ensure there is agreement and shared understanding of these water rights.

3. Analysis of Demand Projections

- a. Contractor will review information provided by each of the Partner Water Providers regarding their demand projections.
- b. Contractor will meet with each of the Partner Water Providers to discuss their demands.
- c. Contractor will evaluate the demands and make efforts to align these demands to identify a total demand of all the Partner Water Providers.
- d. Contractor will develop a memorandum that describes the individual demands of the Partner Water Providers and the total demand of all partners, and that compares those projected demands to anticipated water supply.

4. Water Rights Strategy

- a. Contractor will meet with each of the Partner Water Providers to understand their interests and priorities related to development of their water rights.
- b. Contractor will conduct up to 2 meetings with all of the Partner Water Providers to:
 - i. Describe water rights issues that could affect the water rights strategy for the Duff Water Treatment Plan water rights.
 - ii. Identify shared priorities for the Partner Water Providers.
 - iii. Reach consensus among the Partner Water Providers on the criteria that Contractor will use to prioritize water right certification.
 - iv. Identify, as needed, "new" sources of supply to meet future long-term demands.
- c. Contractor will develop a draft water rights strategy for review by the Partner Water Providers and will work with the partners to obtain their feedback, and to ensure all the Partner Water Providers concur on the ultimate water rights strategy.
- d. Contractor will develop a final report documenting the final water rights strategy and the process used to develop that strategy, as well as the steps necessary to implement the identified strategy. The report will include an executive summary for decision makers.

Exhibit B-Proposed Cost Allocation based on 2015 Portland State University Population Research Center Data

City	2015 Population Totals	% to Total Population Served	Estimate of Project Cost
Ashland*	5101	4%	\$ 2,998
Central Point	17485	13%	\$ 10,277
Eagle Point	8695	6%	\$ 5,110
Jacksonville	2880	2%	\$ 1,693
Medford (including White City, Water Districts, and Outside City Customers)	91100	67%	\$ 53,542
Phoenix	4585	3%	\$ 2,695
Talent	6270	5%	\$ 3,685
TOTAL	136116		
<p>*Service population for the City of Ashland was estimated at 25 percent of the city population based on MWC providing approximately 25 percent of Ashland's peak day water usage.</p>			

Attachment: 0124 IGA Agreement Water Rights (1091 : Cooperative Agreement Water Rights IGA)



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:	January 24, 2019		
SUBJECT:	Illicit Discharge Ordinance Changes		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Approval

BACKGROUND INFORMATION:

Currently, the City's Storm Drain Protection Ordinance has three paragraphs regarding a Landowner's responsibilities for causing illicit discharges or water contaminates to the City's storm drain system and creeks.

The code prohibits people from putting or dumping debris, contaminants or potential water contaminants into the city's storm drain system. It also includes a small section on erosion control and sediment prevention from construction sites. The last paragraph states that no person shall allow any debris, contaminant or potential contaminant from accumulating on any city street, alley, and sidewalk.

The current penalty is a fine of not more than \$250 for each day the violation is committed.

New Permit

The City will be applying for its own MS4 Phase II Permit through DEQ. RVSS will no longer be holding the permit, and the City will be responsible for covering the Illicit Discharge Detection and Elimination and Construction site runoff control and Post-construction runoff management.

The permit is expected to be issued March 1st, 2019 and the new permit has very prescriptive requirements about ordinances and regulatory mechanisms and how they need to be in place by a particular time. It's very specific about how they want the City's to address the offenders. The permit reads:

"The permit registrant (the City) must develop, implement and maintain a written escalating enforcement and response procedure. The procedure must address repeat violations through progressively stricter response, as needed, to achieve compliance. The escalating enforcement and response procedure must describe how the permit registrant will use enforcement techniques to ensure compliance. The enforcement procedures must include timelines for compliance and, when formulating response procedures, must consider factors such as the amount of pollutant discharged, the type of pollutant discharge, and whether the discharge was

intentional or accidental. The escalating enforcement procedure must be submitted with the third Annual Report.”

Changes

Currently our City code does not meet these criteria and needs to be addressed.

The new permit includes activities such as:

- Program to Detect and Eliminate Illicit Discharges.
 - This is a Complaint and Report response program, in which the City must have a website, phone number and/or communication channel to report on. The City will then be responsible to respond and investigate all complaints or reports within an average of 2 working days, unless there is a threat to human health, welfare, or the environment, for these the City will have 24 hours to respond. These spills, or other illicit discharges, that may endanger human health or the environment must be reported in accordance with all applicable federal and state laws, including notification to the Oregon Emergency Response System.
 - The ordinance must also define the range of illicit discharges it covers including, but not limited to the following:
 - Septic, sewage, and dumping or disposal of liquids or materials other than stormwater into the MS4;
 - Discharges of washwater resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive services facilities;
 - Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery, or facility, including motor vehicles, cement-related equipment, and port-a-potty servicing, etc.;
 - Discharges of washwater from mobile operations, such as mobile automobile or truck washing, steam cleaning, power washing, and carpet cleaning, etc.;
 - Discharges of washwater from the cleaning or hosing of impervious surfaces in municipal, industrial, commercial, or residential areas (including parking lots, streets, sidewalks, driveways, patios, plazas, work yards and outdoor eating or drinking areas, etc.) where detergents are used and spills or leaks of toxic or hazardous materials have occurred (unless all spilled material has been removed);
 - Discharges of runoff from material storage areas, which contain chemicals, fuels, grease, oil, or other hazardous materials from material storage areas;
 - Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
 - Discharges of sediment, unhardened concrete, pet waste, vegetation clippings, or other landscape or construction-related wastes;
 - Discharges of trash, paints, stains, resins, or other household hazardous wastes; and
 - Discharges of food-related wastes (grease, restaurant kitchen mat and trash bin washwater, etc.).

PROPOSED ILLICIT DISCHARGE AND CONNECTION ORDINANCE

This proposed ordinance originated from the EPA website as a model ordinance for municipalities to use as a base to get started with. [After researching other city and county](#)

ordinances and applying the ones that fit Central Point, this ordinance covers the requirements that are addressed in the new MS4 Phase II permit.

Ordinance Section overview:

- SECTION 1. PURPOSE/INTENT
- SECTION 2. DEFINITIONS
- SECTION 3. APPLICABILITY
- SECTION 4. RESPONSIBILITY FOR ADMINISTRATION
- SECTION 5. COMPATIBILITY WITH OTHER REGULATIONS
- SECTION 6. SEVERABILITY
- SECTION 7. ULTIMATE RESPONSIBILITY
- SECTION 8. DISCHARGE PROHIBITIONS
- SECTION 9. WATERCOURSE PROTECTION
- SECTION 10. RIGHT OF ENTRY INSPECTION AND SAMPLING
- SECTION 11. REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES
- SECTION 12. VIOLATIONS, ENFORCEMENT, AND PENALTIES
- SECTION 13. APPEAL OF NOTICE OF VIOLATION
- SECTION 14. COST OF ABATEMENT OF THE VIOLATION
- SECTION 15. CIVIL PENALTIES.
- SECTION 15. REMEDIES NOT EXCLUSIVE

The new MS4 Phase II permit is very specific in the way it was written so that there isn't much leeway in deviating from the program. This ordinance is very comprehensive and follows the Illicit Discharge and Detection and Elimination guidelines needed to enforce the program.

FINANCIAL ANALYSIS: The City currently is charging residents \$1.00 dollar a month for the storm water quality program. No additional changes are anticipated at this time.

LEGAL ANALYSIS:

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION: This is a preview of the draft ordinance that will have be forthcoming in February and March for formal adoption once it's been reviewed by legal counsel.

RECOMMENDED MOTION: N/A

ATTACHMENTS:

1. 2019 ILLICIT DISCHARGE AND CONNECTION ORDINANCE DRAFT 1

ORDINANCE NO. _____

ILLCIT DISCHARGE AND CONNECTION ORDINANCE**SECTION 1. PURPOSE.**

The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of City of Central Point through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this chapter are:

1. To regulate the contribution of pollutants to the MS4 by stormwater discharges by any user.
2. To prohibit illicit connections and discharges to the MS4.
3. To establish legal authority to carry out all inspections, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this chapter.

SECTION 2. DEFINITIONS.

For the purposes of this chapter, the following shall mean:

“Best Management Practices (BMPs)” mean schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

“City” means The City of Central Point.

“Construction Activity” means activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

“Hazardous Materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

“Illegal Discharge” means any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section 8 of this chapter.

“Illicit Connections” is defined as either of the following:

- Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system including but not limited to any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or,
- Any drain or conveyance connected from a commercial or industrial land use to the storm drain

system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

“Municipal Separate Storm Sewer System (MS4)” means the system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the City of Central Point and designed or used for collecting or conveying storm water, and that is not used for collecting or conveying sewage.

“Non-Storm Water Discharge” means any discharge to the storm drain system that is not composed entirely of storm water.

“Person” means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner’s agent.

“Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, chapters, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

“Storm Drainage System” means publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

“Storm Water” means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

SECTION 3. APPLICABILITY.

This chapter shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the City.

SECTION 4. RESPONSIBILITY FOR ADMINISTRATION.

The City shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the City may be delegated in writing by the Director of the City to persons or entities acting in the beneficial interest of or in the employ of the agency.

SECTION 5. COMPATIBILITY WITH OTHER REGULATIONS.

This chapter is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this chapter are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

SECTION 6. SEVERABILITY.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

SECTION 7. ULTIMATE RESPONSIBILITY.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore this chapter does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.

SECTION 8. DISCHARGE PROHIBITIONS.

No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than storm water. Pollutants include but are not limited to:

1. Septic, sewage, and dumping or disposal of liquids or materials other than stormwater into the MS4;
2. Discharges of washwater resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive services facilities;
3. Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery, or facility, including motor vehicles, cement-related equipment, and port-a-potty servicing, etc.;
4. Discharges of washwater from mobile operations, such as mobile automobile or truck washing, steam cleaning, power washing, and carpet cleaning, etc.;
5. Discharges of washwater from the cleaning or hosing of impervious surfaces in municipal, industrial, commercial, or residential areas (including parking lots, streets, sidewalks, driveways, patios, plazas, work yards and outdoor eating or drinking areas, etc.) where detergents are used and spills or leaks of toxic or hazardous materials have occurred (unless all spilled material has been removed);
6. Discharges of runoff from material storage areas, which contain chemicals, fuels, grease, oil, or other hazardous materials from material storage areas;
7. Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
8. Discharges of sediment, unhardened concrete, pet waste, vegetation clippings, or other landscape or construction-related wastes;
9. Discharges of trash, paints, stains, resins, or other household hazardous wastes; and
10. Discharges of food-related wastes (grease, restaurant kitchen mat and trash bin washwater, etc.).

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

1. The following discharges are exempt from discharge prohibitions established by this chapter: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, and street wash water.
2. Discharges or flow from firefighting, and other discharges specified in writing by the City as being necessary to protect public health and safety.
3. Discharges associated with dye testing, however this activity requires a verbal notification to the City prior to the time of the test.
4. Any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the United States Environmental Protection Agency (EPA), provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

SECTION 9. WATERCOURSE PROTECTION.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of

water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

SECTION 10. RIGHT OF ENTRY INSPECTION AND SAMPLING.

Provided the City gives 24-hours advance notice, the City shall be permitted to enter and inspect premises subject to regulation under this chapter as often as may be necessary when entrance is deemed by the City to be necessary to determine compliance with this chapter. However, in cases of emergency or ongoing discharge, the City shall be given immediate access.

1. Facility operators shall allow the City ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
2. The City shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the City to conduct monitoring and/or sampling of the facility's storm water discharge.
3. The City has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.
4. Unreasonable delays in allowing the City access to a permitted facility is a violation of a storm water discharge permit and of this chapter. A person who is the operator of a facility with an NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the City reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this chapter.
5. The City may seek issuance of an administrative search warrant from any court of competent jurisdiction if it has been refused access to any part of the premises from which stormwater is discharged, and 1) is able to demonstrate probable cause to believe that there may be a violation of this chapter, or 2) that there is a need to inspect and/or sample as part of a routine inspection and such sampling program is designed to verify compliance with this chapter or any order issued hereunder, or 3) to protect the overall public health, safety, and welfare of the community.

SECTION 11. REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES.

The City will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the United States. The owner or operator of such activity, operation, or facility shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise that is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a storm water management plan (SWMP) as necessary for compliance with requirements of the NPDES permit.

SECTION 12. VIOLATIONS, ENFORCEMENT, AND PENALTIES.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Any person who has violated or continues to violate the provisions of this chapter, may

be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law.

In the event the violation constitutes an immediate danger to public health or public safety, the City is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The City is authorized to seek costs of the abatement as outlined in Section 14.

1. **Warning Notice** - When the City finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, the City may serve upon that person a written Warning Notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the Warning Notice in no way relieve the alleged violator of liability for any violations occurring before or after receipt of the Warning Notice. Nothing in this subsection shall limit the authority of the City to take any action, including emergency action or any other enforcement action, without first issuing a Warning Notice.
2. **Notice of Violation** - Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:
 - a. The performance of monitoring, analyses, and reporting;
 - b. The elimination of illicit connections or discharges;
 - c. That violating discharges, practices, or operations shall cease and desist;
 - d. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property
 - e. The implementation of source control or treatment BMP's.
3. **Stop Work Order** - When the City finds that construction activity has resulted in violations of any provision of this chapter or any order issued hereunder, or that the person's past violations are likely to recur, the City may issue a stop work to the violator, directing the violator to stop work immediately and directing that no further work be performed until compliance with this chapter is demonstrated.
4. **Emergency Cease and Desist Orders** - When the City finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violation(s) has (have) caused or contributed to an actual or threatened discharge to the MS4 or Waters of the State which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the City may issue an order to the violator directing it immediately to cease and desist all such violations.
5. **Suspension due to Illicit Discharges in Emergency Situations** - The City may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as it deems necessary to prevent or minimize damage to the MS4 or Waters of the State.
6. **Suspension due to the Detection of Illicit Discharge** - Any person discharging to the MS4 in violation of this chapter may have its MS4 access suspended if such suspension would abate or reduce an illicit discharge. The City will notify the violator of the proposed suspension of its MS4 access. The person may petition the City for reconsideration and hearing. A person commits an

offense if the violator reinstates MS4 access to premises suspended pursuant to this chapter, without the prior approval of the City.

SECTION 13. APPEAL OF NOTICE OF VIOLATION.

Any person receiving a Notice of Violation may appeal to the City manager for relief with 10 days after service of notice described in Section 14.3 of this section. The petition shall include the facts upon which the petitioner relies for relief from the obligations of this chapter in relation to the property. If the city manager finds that it would work a real and unnecessary hardship upon the petitioner to comply with the terms of this chapter, then the city manager may relieve the petitioner of the obligations of the chapter in relation to the particular property, but nothing therein shall be construed as obligating the city to remove or abate the nuisance without charging the cost as a lien against the said property.

SECTION 14. COST OF ABATEMENT OF THE VIOLATION.

Within thirty (30) days after abatement of the violation in this chapter, the owner of the property will be notified of the cost of abatement, including administrative costs. If the amount due is not paid within thirty (30) days, or other terms approved by the City Manager, the charges against the property shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this chapter shall become liable to the City by reason of such violation.

SECTION 15. CIVIL PENALTIES.

For each violation in Section 12 a civil penalty may be assessed up to \$1,000 per day. Each day a violation exists shall be considered a separate violation. The Director shall consider the following criteria in determining the amount of any civil penalty to be assessed under this Section.

- Amount of pollutant discharged.
- The type of pollutant discharged.
- Whether the discharge was intentional or accidental.
- The magnitude and seriousness of the impact of the discharge.

SECTION 15. REMEDIES NOT EXCLUSIVE.

The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City to seek cumulative remedies. The City may recover all attorney's fees court costs and other expenses associated with enforcement of this chapter, including sampling and monitoring expenses.



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:	January 24, 2019		
SUBJECT:	Water Rate Adjustment 2019		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	None Forwarded

BACKGROUND INFORMATION: The Medford Water Commission recently completed an annual rate review/analysis (analysis performed by HDR Engineering) and determined that the “other cities” water rate category, which includes the City of Central Point, should be increased by 8% beginning March 1, 2019. This adjustment equates to an additional \$57,000 in estimated cost for the purchase of bulk water during the course of 2019.

The Water Commission’s rates have a direct impact upon the City’s water rate structure. The City’s long-term rate plan—without any increases from the MWC—indicates no rate increase for the 19/20 FY. However, when the bulk water increase is included in the rate model, a 3% overall rate increase is indicated for the 2019-2020 budget year.

FINANCIAL ANALYSIS:

The staff has developed three options for Council consideration, each of which would handle the MWC increase. The first option would be to adjust the base rate to absorb the bulk water price increase entirely, and would amount to an an additional \$0.75 per month. Option 2, would be to the tier’d (consumptive) rates only, and would adjust all tiers by 3%. The final option is a hybrid, which would split the increase between both the consumption tiers and base rate.

Current Residential Rates

Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf	Volume Charge 8 - 22 ccf	Volume Charge Over 22 ccf
5/8"	13.36	1.00	14.36	0.92	1.77	2.91
1"	18.44	2.45	20.89	0.92	1.77	2.91
1.5"	23.52	8.15	31.67	0.92	1.77	2.91
2"	33.68	11.15	44.83	0.92	1.77	2.91
3"	54.00	25.25	79.25	0.92	1.77	2.91
4"	74.32	43.85	118.17	0.92	1.77	2.91
6"	140.36	86.00	226.36	0.92	1.77	2.91
8"	216.56	139.50	356.06	0.92	1.77	2.91

Proposed 2019 Rates All Base = \$0.75

Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf	Volume Charge 8 - 22 ccf	Volume Charge Over 22 ccf
5/8"	13.36	1.00	15.11	0.92	1.77	2.91
1"	18.44	2.45	21.64	0.92	1.77	2.91
1.5"	23.52	8.15	32.42	0.92	1.77	2.91
2"	33.68	11.15	45.58	0.92	1.77	2.91
3"	54.00	25.25	80.00	0.92	1.77	2.91
4"	74.32	43.85	118.92	0.92	1.77	2.91
6"	140.36	86.00	227.11	0.92	1.77	2.91
8"	216.56	139.50	356.81	0.92	1.77	2.91

Proposed 2019 Rates All Tiers - 3%

Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf	Volume Charge 8 - 22 ccf	Volume Charge Over 22 ccf
5/8"	13.36	1.00	14.36	0.95	1.82	3.00
1"	18.44	2.45	20.89	0.95	1.82	3.00
1.5"	23.52	8.15	31.67	0.95	1.82	3.00
2"	33.68	11.15	44.83	0.95	1.82	3.00
3"	54.00	25.25	79.25	0.95	1.82	3.00
4"	74.32	43.85	118.17	0.95	1.82	3.00
6"	140.36	86.00	226.36	0.95	1.82	3.00
8"	216.56	139.50	356.06	0.95	1.82	3.00

Proposed Residential Rates - split \$0.37 on base 1.6% tier

Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf	Volume Charge 8 - 22 ccf	Volume Charge Over 22 ccf
5/8"	13.36	1.00	14.73	0.93	1.80	2.95
1"	18.44	2.45	21.26	0.93	1.80	2.95
1.5"	23.52	8.15	32.04	0.93	1.80	2.95
2"	33.68	11.15	45.20	0.93	1.80	2.95
3"	54.00	25.25	79.62	0.93	1.80	2.95
4"	74.32	43.85	118.54	0.93	1.80	2.95
6"	140.36	86.00	226.73	0.93	1.80	2.95

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:
2020 Strategic Plan Goal 3 - Continually update infrastructure plans.

STAFF RECOMMENDATION: Staff recommends option 1, adding the increase exclusively to the base rate.

RECOMMENDED MOTION: I move to approve water rate increase option___ which directs staff to bring that specific option, and approving resolution, back to City Council for a formal discussion.
