



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, February 14, 2019

Next Res (1566) Ord (2051)

I. REGULAR MEETING CALLED TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. SPECIAL PRESENTATIONS

Annual Audit Presentration

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 24, 2019 City Council Minutes

B. Approval of OLCC Application for Oregon Highway Market

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. Second Reading Ordinance No. _____, An Ordinance Amending in Part and Repealing in Part the Central Point Municipal Code Sections 8.08.005 through 8.08.040 Weed Abatement (Dreyer)

B. Resolution No. _____, A Resolution Approving the Commercial Lease Agreement for Skyrman Arboretum with D.I.R.T. and Authorizing the City Manager to Execute Same (Samitore)

C. Resolution No. _____, A Resolution of the City of Central Point Setting a Water Rate Adjustment Effective March 21, 2019 (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

- D. Resolution No. _____, A Resolution Accepting the Lowest Responsible Bidder for Phase 1 of the Laurel Street Waterline Project and Authorizing the City Manager to Execute a Contract with West Coast Pipeline Inc. (Samitore)

X. BUSINESS

- A. Planning Commission Report (Humphrey)
B. Rogue Valley Transit District request for revised bus stop - February Update (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 24, 2019

I. REGULAR MEETING CALLED TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Attendee Name	Title	Status	Arrived
Hank Williams	Mayor	Present	
Neil Olsen	Ward I	Late	7:05 AM
Kelley Johnson	Ward II	Present	
Brandon Thueson	Ward III	Excused	
Taneeea Browning	Ward IV	Excused	
Rob Hernandez	At Large	Present	
Michael Parsons	At Large	Present	

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

IV. SPECIAL PRESENTATIONS

1. Police Department Special Recognition

Lieutenant Scott Logue provided back ground for an incident regarding a 911 call about a dog attack. After the quick reaction of an 11 year old who called 911 about a dog attacking her Aunt. Officer Brian Munoz entered the residence where a pit bull was attached to a ladies left arm and would not release. Officer Munoz discharged his fire arm euthanizing the animal to get the lady free. The victim is alive today because of the quick response and action taken by Officer Munoz.

Police Chief Kris Allison presented a Letter of Recognition for Saving the Life of a Central Point Citizen.

Nicole Wise was presented with a plaque and letter of Recognition for Brave Actions taken under extreme circumstances that saved a life.

Diana Sanders was presented with a Letter of Courage and Strength.

Dave croft stated that our officers are professional under pressure and he is very proud of the job they did in saving a life. He presented a letters of commendation to Lt. Logue and Officer Joe Vargas in recognition of performance under extreme stress and saving a life.

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

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

A. **Approval of January 10, 2019 City Council Minutes**

B. **Approval of Arbor Week Proclamation**

VII. ITEMS REMOVED FROM CONSENT AGENDA

VIII. PUBLIC HEARING

IX. ORDINANCES, AND RESOLUTIONS

A. **Resolution No. _____, Approving Purchase & Sale Agreement - Snowy Butte Station Property**

Parks and Public Works Director Matt Samitore explained that the City has been looking at various properties in Central Point that would be compatible for a Public Works Corporation Yard. Staff met with Daniel Bunn of Investors II, LLC about the potential purchase of five acres located on South Haskell. The property is zoned M-1 (light industrial) and has a TOD Corridor zoning of TOD-GC (general commercial). The M-1 zoning would be a perfect match for the construction of a corporation yard, and the remaining four lots could be planned for commercial/industrial or mixed use providing a buffer for the residences located to the west.

On January 10, 2019 council directed staff to negotiate the terms of purchase. Staff recommends a formal offer be made subject to budget approval in the 2019-2021 budget cycle. City staff is seeking approval of an offer to purchase the property and recommends adoption of the proposed resolution and purchase and sale agreement.

There was discussion that the property would need site plan approval and a master plan amendment before construction could begin. There are other zone amendment requests in Snowy Butte Station that would be done at the same time. The site plan would include options for building commercial or mixed uses which would be marketed back to the public for sale.

Council is in favor of the corporation yard being within the city limits and recouping some of the cost by resale of the extra land at a later day. There was discussion about the environmental assessment. A Phase 1 assessment was done several years ago and there were only concerns if the property were zoned for residential use.

City Manager Chris Clayton explained that the property is not currently in the Urban Renewal Zone but we could make an amendment to the boundary if necessary, this does not preclude the UR District from helping with the purchase or construction. The seller of the property is aware of the restrictions and is agreeable to the long escrow and conditions of purchase. A current version of the agreement was handed out to the Council members prior to the meeting.

Rob Hernandez moved to approve Resolution No. 1564, 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.

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

B. Ordinance No. _____, An Ordinance Amending in Part and Repealing in Part Weed Abatement Code

City Attorney Sydee Dreyer explained that there were a few changes made to the proposed ordinance after the agenda was prepared. Those changes will be incorporated before the second reading. Staff was asked to make revisions to our code to ensure it provides us with sufficient tools to deal with urban fire danger. The revised ordinance creates a designated fire season to more easily inform city residents of when the fire restrictions automatically go into place; the code will allow the fire marshal to specifically identify fire hazards outside the fire season and notify owners of the same; the revisions clarify and streamline the notification and violation process. Owners of lots larger than one acre are subject to additional abatement requirements, as well as fire breaks for properties abutting subdivisions.

The changes to the ordinance are intended to apply to property that is not maintained, the new wording adds standards for larger lots that were not distinguished before. Instead of two hearings in front of the Council there will only be one. The City Manager has the ability to make adjustments for hardship cases.

There was discussion regarding which properties in town would be subject to the new rules. Mr. Clayton stated that he would send a map to the Council members the next day with the properties highlighted. Back yards are on a complaint basis. Staff members are always on the lookout for potential issues so they can get taken care of before a problem exists.

These new rules may not have prevented the Penninger Fire but it could prevent future issues. The City and the Greenway need to do their part in keeping property maintained. The Police Department does sweeps regularly to discourage camping along the greenway.

Mike Parsons moved to second reading 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.

RESULT:	1ST READING [UNANIMOUS]
	Next: 2/14/2019 7:00 PM
MOVER:	Michael Parsons, At Large
SECONDER:	Rob Hernandez, At Large
AYES:	Williams, Olsen, Johnson, Hernandez, Parsons
EXCUSED:	Brandon Thueson, Tanea Browning

C. Resolution No. _____, Authorizing Cooperative Agreement Water Rights IGA

City Manager Chris Clayton explained that over the past several months the “other cities” water workgroup has been developing a cooperative agreement regarding water right strategy for our area. The participating agencies are in agreement on the need to develop a strategy for regional water rights.

The benefit of developing a regional water right strategy is to maximize the currently owned water rights for each jurisdiction 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 IGA commits all participating agencies to working with a water rights consultant (GSI) to develop a regional strategy. It does not commit any of the agencies to the implementation of the recommendations. An additional process with each jurisdiction will provide options for implementation.

Mayor Williams explained that in the past the Medford Water Commission had required cities to purchase water rights without an actual plan for implementing the use of the rights. There are several cities that have rights that they would never need to use. He is in support of this IGA and ensuring that the entire region is taken care of, not just specific cities.

Rob Hernandez moved to approve Resolution 1565 Authorizing the City Manager to Execute a Cooperative Agreement for Developing a Water Right Strategy for Success to Water Among Medford Water Commission, and the Cities of Ashland, Central Point, Eagle Point, Jacksonville, Phoenix and Talent.

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

X. BUSINESS

A. Illicit Discharge Ordinance Changes

Parks and Public Works Director Matt Samitore explained that the city will be applying for its own MS4 Phase II Permit through DEQ removing that responsibility from RVSS and the city will be responsible for implementing and enforcement of the Storm Drain program. The city is expected to take over the Permit program in March and the new permit has very prescriptive requirements about ordinance and regulatory mechanisms and how they need to be in place by a particular time. Our code does not currently meet the criteria required by DEQ.

Staff will be bringing a revised Ordinance to the Council for approval. The new 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.

The new ordinance will not have any more restrictions for current businesses or home owners. Most of the changes will be for new construction. We will be working with the public to get word out to help enforce clean streams and alerting home owners what should not be going in the storm drains.

RESULT:	FOR DISCUSSION ONLY
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B. Water Rate Adjustment 2019

Mr. Samitore explained that the Medford Water Commission (MWC) recently completed an annual rate review and determined that the "other cities" water rate category 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 for 2019.

The City's long-term rate plan indicates we would not need to increase rates this year. However, if we continue to absorb the MWC increases we will need to do a large increase to our customers next year. In the past the Council has favored small increases annually when needed rather than large ones every few years. Staff recommends a 3% overall rate increase for the 2019-2020 budget year.

Staff has developed three options for the council:

- 1) Increase the base rate by 3% with would be an additional \$0.75 per month.
- 2) Increase the Tier Rates by 3%.
- 3) 50\50 split between the base rate and tier rates.

The Finance Director likes to see the increase on the base rate because it takes away the seasonal variation for budgetary reasons; people on a fixed income usually favor increase on the base rate so that they know what their bill will be each month. However, if we increase the tiers people tend to conserve water.

The majority of the Council members favored Option 3. Staff will prepare a Resolution adjusting rates according option 3. There was discussion regarding the availability of reduced rates for hardship cases. There is information on our website

and we have posted these options in the Newsletter.

RESULT: FOR DISCUSSION ONLY

XI. MAYOR'S REPORT

Mayor Williams reported that he attended:

- the Study Session.
- a Medford Water Commission meeting.
- the Fair Board meeting. There are changes this year regarding the Rodeo, the sponsor dinner will be on Thursday night prior to the Rodeo; Saturday will be special recognition of a disabled veteran. There are also changes coming to the Red, White and Boom and who will be in charge of the event moving forward.

XII. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- He received a draft of the survey results. Over 1000 people have completed the survey, and we are still in the process of doing phone surveys.
- Council member Rob Hernandez, Public Works Director Matt Samitore and him met with School District 6 Superintendent where they talked about the school bond, and Community Center.
- Pear Valley Assisted Living has received their approval by the State of Oregon and should be moving in residents very soon.
- Next Wednesday morning is the Employee Awards Breakfast. Council members are invited to attend.
- The Central Point Chamber Greeters will be in the City Hall Chambers on February 19th at 8:30. All the Council Members are invited to attend.
- There was an interesting PERS article in the Oregonian last week. He will send a link to the article in his Friday report.
- We will send notice to the County that we are no longer interested in the airport property for our Public Works corporation yard.
- There are still two vacancies on the Citizens Advisory Committee. He would like to recommend Carrie Reed who was an applicant for the vacant Council Position in 2018. Mrs. Reed has interviewed with the City Manager, Mayor, and Community Development Director. She is very interested in serving her community. He would like a motion tonight to appoint Carrie Reed to the CAC.

Mike Parsons moved to Appoint Carrie Reed to the Citizens Advisory Committee.

A. **Motion to:** Motion

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

XIII. COUNCIL REPORTS

Council Member Kelley Johnson reported that she attended the Study Session and will be attending the Airport Advisory Committee next week.

Council Member Rob Hernandez reported that he attended the meeting with Mr. Clayton and Mr. Samitore at the School District. It was good to talk with the School District about their proposed Bond and the possibility of sharing rooms and the use of gyms for Parks and Rec Classes.

Council Member Mike Parsons reported that he attended the Jackson County Chamber Luncheon; the CAC meeting and the Parks Foundation meeting.

XIV. DEPARTMENT REPORTS

Police Chief Kris Alison played the Police Department YouTube Traffic Safety First Video for the Council. They post a new one on Social Media every month.

Parks and Public Works Director Matt Samitore reported that:

- He spoke with a representative from TY LN about the Twin Creeks Rail Crossing. Staff is trying to provide options in order to get the project done.
- He had a meeting with the School District, the Housing Authority, and Fire District about Fire District project for a new station on Scenic. Some concerns have come up on their project in regards to SDC improvements.

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

Neil Olsen moved to Adjourn, Kelley Johnson seconded. All said aye and the meeting was adjourned at 8:42 p.m.

The foregoing minutes of the January 24, 2019, Council meeting were approved by the City Council at its meeting of February 14, 2019.

Dated:

 Mayor Hank Williams

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: February 14, 2019

SUBJECT: Approval of OLCC Application for Oregon Highway Market

ACTION REQUIRED: Consent Agenda Item **RECOMMENDATION:**

The City has received an OLCC Application for a new business for Oregon Highway Market. This will be located at 357 South Front Street. The Police Department has conducted a background check on the persons associated with the application and found no pertinent information.

ATTACHMENTS:

1. OLCC Oregon Hwy Market



155 South Second Street • Central Point, OR 97502

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

Kristine Allison

Chief

Date: 01/30/2019

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

RE: S & S Company LLC. DBA; Oregon Highway Market/ Persons associated therewith

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

Respectfully,

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

Chief Kristine Allison
Central Point Police Department

Attachment: OLCC Oregon Hwy Market (1094 : OLCC Application - Oregon Hwy Market)

"Dedicated To Service, Committed To Excellence"



LIQUOR LICENSE APPLICATION

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received: _____
<input type="checkbox"/> Brewery 2 nd Location	Name of City or County: _____
<input type="checkbox"/> Brewery 3 rd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 1 st location	By: _____
<input type="checkbox"/> Brewery-Public House 2 nd location	Date: _____
<input type="checkbox"/> Brewery-Public House 3 rd location	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	
	OLCC USE ONLY
	Date application received: <u>1/28/19</u>
	By: <u>[Signature]</u>
	Date application accepted as initially complete: <u>1/23/19</u>
	By: <u>[Signature]</u>
	License Action(s): <u>n/d</u>

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

S & S Company LLC
(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

OLCC USE ONLY	OLCC FINANCIAL SERVICES USE ONLY

Attachment: OLCC Oregon Hwy Market (1094 : OLCC Application - Oregon Hwy Market)



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

3. Applicant #1 <i>S & S Company LLC</i>		Applicant #2	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) <i>OREGON HIGHWAY MARKET</i>			
5. Business Address (Number and Street Address of the Location that will have the liquor license) <i>357 South Front St</i>			
City <i>Central point</i>	County <i>Jackson</i>	Zip Code <i>97502</i>	
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) <i>2248 Beall Lane Central Point OR, 97502</i>			
City <i>Central point</i>	State <i>OR</i>	Zip Code <i>97502</i>	
9. Phone Number of the Business Location <i>530-867-3156</i>		Email Contact for this Application	
Contact Person for this Application <i>Sunid Yadav</i>		Phone Number <i>530-867-3156</i>	
Mailing Address <i>2248 Beall Lane</i>	City <i>Central point</i>	State <i>OR</i>	Zip Code <i>97502</i>

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

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

Sunid Yadav
(Applicant#1)

(Applicant #2)

(Applicant#3)

(Applicant #4)

Attachment: OLCC Oregon Hwy Market (1094 : OLCC Application - Oregon Hwy Market)



OREGON LIQUOR CONTROL COMMISSION
LIMITED LIABILITY COMPANY QUESTIONNAIRE

1263553-9

Please Print or Type

11/1/16 - 11/1/19

LLC Name: S S S Company LLC Year Filed: November 2019

Trade Name (dba): OREGON HIGHWAY MARKET

Business Location Address: 357 South Front st

City: Central Point OR, ZIP Code: 97502

List Members of LLC:

Percentage of Membership Interest:

- 1. Sunid yadav
(managing member)
- 2. Laxmi yadav
(members)
- 3. _____
- 4. _____
- 5. _____
- 6. _____

99%

1%

(Note: If any LLC member is another legal entity, that entity must also complete an LLC, Limited Partnership or Corporation Questionnaire. If the LLC has officers, please list them on a separate sheet of paper with their titles.)

Server Education Designee: NA DOB: N/A

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Signature: Sunid (name) owner (title) Date: 1-14-2019

Attachment: OLCC Oregon Hwy Market (1094 : OLCC Application - Oregon Hwy Market)



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Attorney
FROM:	Sydnee Dreyer, City Attorney		
MEETING DATE:	February 14, 2019		
SUBJECT:	Second Reading Ordinance No. _____, An Ordinance Amending in Part and Repealing in Part the Central Point Municipal Code Sections 8.08.005 through 8.08.040 Weed Abatement		
ACTION REQUIRED:	Motion Ordinance 2nd Reading	RECOMMENDATION:	Approval

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 city manager 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 individual notices which may help encourage compliance, and can also be used to notify the public in years in which the fire season starts sooner or ends later; 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 decision to the owners in writing; 7) 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, there are different requirements for lots larger than 1-acre, increased fire breaks for properties abutting subdivisions, hillside properties and/or agricultural properties.

Council reviewed the draft ordinance at its January 24, 2019 meeting, and voted to forward the ordinance for second reading with one minor correction to section 8.08.005(3). That correction has been made.

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 proposed amendments.

RECOMMENDED MOTION: : I move to approve Ordinance No. _____ an ordinance-amending in part and repealing in part the Central Point Municipal Code Sections 8.08.005 through 8.08.040 regarding Weed Abatement.

ATTACHMENTS:

1. ORD - Weed Abatement Revised-0001

ORDINANCE NO. ____

AN ORDINANCE AMENDING IN PART AND REPEALING IN PART THE CENTRAL POINT MUNICIPAL CODE SECTIONS 8.08.005 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 an 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 City Manager or his designee determines that such growth constitutes a fire hazard. In the event

the City Manager or his designee 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 required by the City in addition to clearing the entire parcel. In such event, 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, the City may require a minimum 100' firebreak 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 15 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. The mailed notice shall further state that unless the unlawful growth is removed within fifteen (15) days after the date of the mailed notice, 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.~~ **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



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:	February 14, 2019		
SUBJECT:	Resolution No. _____, A Resolution Approving the Commercial Lease Agreement for Skyrman Arboretum with D.I.R.T. and Authorizing the City Manager to Execute Same		
ACTION REQUIRED:	Motion	RECOMMENDATION:	Not Applicable

BACKGROUND INFORMATION: The City has been negotiating with Direct Involvement Recreation Teaching (DIRT) on a lease agreement that would allow them to use the house and grounds at the Skyrman Arboretum as their main office and additionally, for teaching space. The type of education and curriculum that DIRT completes annually suits the overall environmental education that has been long-desired by the park benefactor, Wally Skyrman, and his family.

If the Council approves the associated agreement, DIRT will be allowed to use one of the rooms as an office and have use of the remaining facilities for its daily needs. The City will partner with DIRT to provide public classes and “shared use” for city functions as needed. Additionally, DIRT will participate in the ongoing remodeling efforts and may also help with grant-writing opportunities.

FINANCIAL ANALYSIS: DIRT will pay the city \$1.00 annually for the use of the facility. In addition, DIRT agrees to certain maintenance and use obligations in consideration for the use of the facility. There may be some modest future increases associated utility costs depending on use.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Strategic Priority: Recreation – Goal 3: Provide high-quality age-appropriate recreation programs that benefit all residents of our community; (b) Pursue the development and implementation of comprehensive recreation programs in cooperation with governmental bodies/agencies and athletic/recreation organizations.

STAFF RECOMMENDATION: Recommend approval of the resolution approving commercial lease agreement.

RECOMMENDED MOTION: I move to approve Resolution No. _____ approving the commercial lease agreement for Skyman Arboretum with D.I.R.T. and authorizing the City Manager to execute same.

ATTACHMENTS:

1. RESO Lease Agt - Skyman Arboretum-DIRT
2. Agt City DIRT - Skyman Arboretum (5) FINAL 1-30-19

RESOLUTION NO. _____

A RESOLUTION APPROVING THE COMMERCIAL LEASE AGREEMENT FOR SKYRMAN ARBORETUM WITH D.I.R.T. AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

Recitals:

- A. The City of Central Point acquired a parcel of park land, the Skyrman Arboretum, for which the park’s benefactor requested that environmental classes/programs be operated.
- B. Direct Involvement Recreation Teaching (DIRT), an Oregon nonprofit, has agreed to lease the property from the City, as a shared use with City, in order to operate its office and provide environmental education classes and camps for youth, which is consistent with the City’s intentions for this property.
- C. Regular use of the Skyrman Arboretum will reduce the City’s monitoring needs, as there will be more regular attendance at the property.
- D. The City has determined it is in the public interest to partner with D.I.R.T. for the purpose of providing environment education classes at Skyrman Arboretum.

The City of Central Point resolves as follows:

Section 1. The City Council approves the Commercial Lease between the City and D.I.R.T. in the form attached hereto as Exhibit “A”, incorporated herein by reference.

Section 2. The City Manager is hereby authorized to execute the Commercial Lease with D.I.R.T. and any related documents necessary to effectuate the acceptance of this agreement.

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

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

Mayor Hank Williams

ATTEST:

City Recorder

Attachment: RESO Lease Agt - Skyrman Arboretum-DIRT (1104 : Skyrman Lease Agreement with DIRT)

**COMMERCIAL LEASE AGREEMENT
SKYRMAN ARBORETUM**

Effective Date: _____

Between: CITY OF CENTRAL POINT (“Landlord”)
an Oregon municipal corporation
140 S. Third Street
Central Point, OR 97502

And: DIRECT INVOLVEMENT RECREATION TEACHING (“Tenant”)
an Oregon nonprofit corporation
4588 N. Pacific Highway
Central Point, OR 97502

Landlord leases to Tenant, and Tenant leases from Landlord the following described property (the “Premises”) on the terms and conditions stated below:

Approximately 1369 square feet of commercial office/classroom space, consisting of the Skyrman Park Arboretum building located at 4588 N. Pacific Highway, Central Point, Oregon including the surrounding grounds, walkways and parking areas. The Premises shall include Tenant’s right to use of the City-owned refrigerator, tables and chairs. The Premises are depicted on the site plan, attached hereto as Exhibit “A.”

Tenant shall have the right to reasonable use of the areas within and surrounding the building in the manner in which such areas are improved, consistent with the terms of this lease. Tenant’s use of such areas is in common with Landlord and is subject to reasonable regulation. Tenant’s use of the Premises includes periodic use of the cabin depicted on Exhibit “A”. However, use of the cabin is restricted to occasional use and shall not be used for regular classes, camps of office space.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence on _____. The term of this lease shall continue for a period of one (1) year following the commencement date, unless sooner terminated as hereinafter provided.

1.2 Renewal Terms. If the lease is not in default when the renewal term is to commence, this Lease shall automatically renew for three (3) successive terms of one year each as follows:

(a) The renewal term shall commence on the day following expiration of the immediately preceding term.

Attachment: Agt City DIRT - Skyrman Arboretum (5) FINAL 1-30-19 (1104 : Skyrman Lease Agreement with DIRT)

(b) Unless Landlord or Tenant provides written notice to the other of its intent not to renew the lease, given not less than three (3) months before the last day of the expiring term, this Lease shall automatically renew as provided in this Section 1.2.

(c) The terms and conditions of the Lease for the renewal term shall be identical with the original term except that Tenant will no longer have any option to further renew.

Section 2. Rent

2.1 Base Rent. During the first year of the term and each year thereafter, Tenant shall pay to Landlord, as base rent, the sum of \$1.00 per year.

2.2 Additional Rent. All insurance costs and maintenance that Tenant is required to perform under this Lease and any other sum that Tenant is required to pay to Landlord or third party shall be additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for environmental education for children, offices, public events, family education, and child development activities. Such education shall be geared toward education specific to the flora and fauna located at the Premises.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to affect such compliance unless such changes are required because of Tenant's specific use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord, which limitations shall be communicated to Tenant in writing.

(5) Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this lease, Tenant shall remove all Hazardous Substances from the Premises which Tenant, or Tenant's agents, employees, guests or invitees, caused or permitted to be placed on the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 4. Repairs, Maintenance, Replacements and other Duties.

4.1 Landlord's Obligations. During the term of this Lease, Landlord shall be obligated to maintain and perform the following:

- (1) Repairs, maintenance and replacements of roof and gutters, exterior walls (including painting), bearing walls, structural members, sub-floor, and foundation.
- (2) Repairs, maintenance and replacement of interior and exterior water, sewage, gas, and electrical utility lines located on the Premises.
- (3) Maintenance of all landscaping and walkways and the parking area on the Premises.
- (4) Remodeling of Skyrman building as deemed necessary by Landlord in its sole discretion.
- (6) Repairs, maintenance and replacement of the heating and air conditioning system for the Premises.
- (7) Repairs, maintenance and replacement of all sidewalks along the exterior boundaries of the Premises.
- (8) Purchase and maintenance of refrigerator to be located in the building.
- (9) Installation and maintenance of signage for Premises.

(10) Periodic janitorial service to Skyrman house as deemed necessary in Landlord's sole discretion.

(11) Provide for connection of Premises to City sewer within the first term of the Lease and provide portable restroom facilities for camp programs or public events until such connection is accomplished.

(12) Prepare and provide education materials, brochures, etc. regarding the Skyrman Arboretum for public distribution.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Repairs, maintenance and replacements of (including painting), interior walls, ceilings, doors, windows, and related hardware, flooring, light fixtures, and switches/plugs within the Premises.

(2) Any repairs, maintenance and replacements necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(3) Provide routine janitorial services and maintain the Premises in a neat and orderly condition.

(4) Develop recreational classes and camps designed specifically for the Skyrman Arboretum, including local flora and fauna.

(5) Develop site-specific educational materials for D.I.R.T. programs offered at the Premises and furnish and supply all expendable materials necessary to carry out its programs while furnishing services on the Premises.

(6) Train and provide an adequate number of competent personnel to supervise all activities on the Premises. Tenant shall enforce all of Landlord's rules, regulations, and policies while supervising activities or programs on the Premises. Tenant shall ensure its employees and volunteers complete and successfully pass the City of Central Point's application and background check requirements prior to performing any services at the Premises. City will pay the cost of any such background check.

(7) Ensure Premises remain locked and secured outside Tenant's regular business hours.

Repairs, maintenance and replacements performed by Landlord and/or Tenant shall comply with all applicable laws and regulations.

4.3 Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs, maintenance or replacements that are required by this Section 4, the other

party may make the repairs and charge the actual costs of the repairs, maintenance and replacements to the first party. Such expenditures shall be reimbursed by the first party on demand together with interest at the rate of twelve percent (12%) per annum from the date of expenditure. Such expenditures by Tenant may be deducted from rent and other payments subsequently becoming due if not repaid by Landlord within 30-days of the expenditure. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party and charge the other party for the resulting expense unless at least 15 days before work is commenced, the defaulting party is given notice in writing outlining with reasonable particularity the work required, and such party fails within that time to initiate such work in good faith.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times, upon reasonable notice, to determine the necessity of repairs, maintenance or replacements. Whether or not such inspection is made, the duty of Landlord to begin repairs, maintenance or replacements shall mature within 15 days after Landlord has received from Tenant written notice of the work that is required. Landlord shall complete any repairs required of Landlord within a reasonable timeframe considering the nature and extent of the repair.

4.5 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.6 Scheduling/Registration D.I.R.T. Programs at Arboretum

4.6.1 Registration for Programs Offered at the Premises. Landlord agrees to provide class and camp registration for Tenant programs provided at the Premises through Landlord's on-line registration program. Landlord further agrees to publish D.I.R.T. programs provided at the Premises in its City Recreation Guide.

4.6.2 Master Schedule. Landlord and Tenant shall develop a master schedule for joint use of the Premises, including establishing minimum and maximum attendance standards for particular events. Landlord and Tenant shall make a good faith effort to schedule regular meetings in October, February, June or at such other times as mutually agreed upon by the parties. At these meetings, Landlord and Tenant will review and evaluate the status and condition of the Premises and confirm the upcoming season schedule for the Premises. Events may be cancelled by DIRT prior to commencement in the event minimum registration requirements are not satisfied. In addition, in the event an unanticipated change of schedule is required, either party must provide the other party written notice no less than 45-days prior to the proposed change. Notwithstanding the foregoing, where such change would impact an event which has: 1) already opened for registration; 2) been published in the City Recreation Guide; 3) or otherwise would

detrimentally impact a previously planned event, such schedule change shall not become effective until the completion of such previously planned event, absent the written consent of both Landlord and Tenant.

4.6.3 Registration Fees – D.I.R.T Events. Landlord shall collect any registration fees for Tenant’s programs on Tenant’s behalf to be used to cover the cost of providing of such programs and shall distribute such fees to Tenant within 15-days of receipt of monthly invoice from DIRT for payment of such fees.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, “alterations” includes the installation of computer and telecommunications wiring, cables, and conduit.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant after the Commencement Date, shall at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Casualty Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant may carry similar insurance insuring the property of Tenant on the Premises against such risks but is not required to insure.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes; Utilities

7.1 Property Taxes. Tenant shall pay as due all taxes (if any) on its personal property located on the Premises. The Premises are exempt from any real property taxes.

7.2 Payment of Utility Charges. Landlord shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal (including street fee and other fees and systems development charges billed by the City of Central Point with its billings for with water and sewage disposal charges), and power. Tenant shall pay when due all charges for routine janitorial services.

Section 8. Damage and Destruction

8.1 Partial Damage. If the Premises are partly damaged and Section 8.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

8.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds 30 percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

8.3 Damage Late in Renewal Term. If damage or destruction to which Section 8.1 would apply occurs within 3-months before the end of a lease term, Landlord or Tenant may elect to terminate the lease by written notice to the other given within 30 days after the date of the damage. Such termination shall have the same effect as termination under Section 8.2.

Section 9. Eminent Domain

9.1 Partial Taking. If a portion of the Premises is condemned and Section 9.2 does not apply, the lease shall continue on the following terms:

(1) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation, except for that portion of the award which reflects the unamortized value of any permanent improvements to the structure of the building in which the Premises are located which have been installed and paid for by Tenant following the commencement of the lease term. Tenant shall also be entitled to claim against the condemning authority for its moving expenses and associated expenses and damages.

(2) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

9.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the Premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under Section 9.1(1). Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation, except for that portion of the award which reflects the unamortized value of any permanent improvements to the structure of the building in which the Premises are located which have been installed and paid for by Tenant following the commencement of the lease term. Tenant shall also be entitled to claim against the condemning authority for its moving expenses and associated expenses not covered by insurance.

9.3 Sale in Lieu of Condemnation. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 9 as a taking by condemnation.

Section 10. Liens, Indemnity and Liability Insurance

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant.

Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or intentional or fraudulent act or omission or Landlord's breach of duty under this lease, or such acts by Landlord's agents, employees.

10.3 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a limit of not less than \$1,000,000 combined single limit per occurrence. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2 and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 11. Quiet Enjoyment; Estoppel Certificate; Subordination and Attornment.

11.1 Quiet Enjoyment. Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

11.2 Estoppel Certificate. Either party will, within 20 days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

11.3 Subordination. Any deed of trust, mortgage or other lien ("Mortgage") granted by Landlord which affects the Premises shall be and remain, as it may be modified or extended, at all times, a lien or charge on the Premises prior and superior to the lien or charge of this lease.

11.4 Attornment. In the event the holder of any Mortgage forecloses its lien, exercises any power of sale, or exercises any other remedy under any loan documents encumbering the Premises, or in the event of conveyance of title to the Premises by deed in lieu of foreclosure, Tenant agrees to accept and attorn to the purchaser of the Premises, and its successors and assigns as the new Landlord of the Premises, and, until terminated

pursuant to its provisions, this lease shall continue in full force and effect as a direct lease between such purchaser and its successors and assigns and Tenant, with privity of contract and with the same force and effect as if this lease had initially been entered into between them.

11.5 Self Operative Provisions. The foregoing provisions of this Sections 11.3 and 11.4 shall be self-operative and effective without the execution of any further instruments on the part of any party hereto.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord, which consent shall not be unreasonably delayed or withheld. This provision shall apply to all transfers by operation of law. If Tenant is a corporation or partnership, this provision shall apply to any transfer of a majority voting interest in stock or partnership interest of Tenant. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter, proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this Section 13.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to

Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

13.4 Abandonment. Failure of Tenant for 15 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 14. Remedies on Default

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

14.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any customary and suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises (exclusive of capital improvement costs to the common areas), but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of normal and customary rent-free occupancy or other rent concessions.

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

(1) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section 14.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

14.4 Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be

reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease 10 days following written notice to Tenant of such abandonment, or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the

Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

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

16.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

16.6 Entry for Inspection. Upon reasonable notice, Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last four months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.7 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease. This section shall not be construed to require Tenant to make non-emergency improvements to the Premises, prior to obtaining adequate grant funding for such work.

16.8 Good Faith Requirement. Notwithstanding anything to the contrary herein, each party hereto shall act in good faith in a commercially reasonable manner in

discharging each and every one of its duties and obligations or in exercising its rights under this lease.

16.9 Authority. The person executing the Lease on behalf of Tenant hereby covenants and warrants that the execution of this Lease has been duly authorized by Tenant, that Tenant is qualified to do business in Oregon, and that the person signing on behalf of Tenant was authorized by Tenant to bind Tenant to this Lease. Upon Landlord’s request, Tenant shall provide Landlord with evidence satisfactory to Landlord confirming the foregoing covenants and warranties.

Section 17 Arbitration.

17.1 Disputes to Be Arbitrated. If any dispute arises between parties, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the premises are located to appoint the required arbitrator.

17.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Wherefore, the parties have caused this Lease to be executed as of the date set forth above.

CITY OF CENTRAL POINT

**DIRECT INVOLVEMENT
RECREATION TEACHING**

By:
Its:

By:
Its:

Attachment: Agt City DIRT - Skyрман Arboretum (5) FINAL 1-30-19 (1104 : Skyрман Lease Agreement with DIRT)



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:	February 14, 2019		
SUBJECT:	Resolution No. _____, A Resolution of the City of Central Point Setting a Water Rate Adjustment Effective March 21, 2019		
ACTION REQUIRED:	Resolution	RECOMMENDATION:	Approval

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: City/Public Works staff has developed three options for Council consideration, each of which would accommodate 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 additional \$0.75 per month. Option 2, would be an increase to the tiered (consumptive) rates only and would adjust all tiers by a margin of 3%. A final option is a hybrid approach, which would split the increase between both the consumption tiers and base rate.

At the January 24, 2019, City Council meeting, Council directed staff to bring back the hybrid option for formal consideration. Attached is the full rate resolution which reflects residential, commercial, multi-family and irrigation rates based upon the hybrid rate increase proposal.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

City of Central Point 2020 Strategic Plan – Goal 3 – *Continually update infrastructure plans.* Strategic Plan goal 3 recognizes the need to periodically increase utility rates to adequately maintain and expand infrastructure.

STAFF RECOMMENDATION: Staff recommends approval of the resolution.

RECOMMENDED MOTION: I move to approve Resolution. ___ a Resolution of the City of Central Point Setting a Water Rate Adjustment effective March 21, 2019.

ATTACHMENTS:

1. 2019 wate rate resolution
2. Attachment A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CENTRAL POINT
SETTING A WATER RATE ADJUSTMENT EFFECTIVE MARCH 21, 2019

Recitals:

- A. The City has received information from the Medford Water Commission that March 1, 2019, the rate for bulk water purchase will increase by 8%, an estimated additional cost of \$58,000.
- B. The City of Central Point conducted an internal water rate analysis update based on inflationary cost indexes and determined that a 0% increase is needed to accommodate internally driven cost increases.
- C. The combined increases equate to a 3% overall increase which would be split between the base and tiered rates.

The City of Central Point resolves as follows:

Section 1. Effective March 21, 2019, the City of Central Point Water Rates shall be as set forth on the attachment A.

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

Mayor Hank Williams

ATTEST:

City Recorder
City Recorder

Attachment: 2019 wate rate resolution (1100 : 2019 Water Rates)

Attachment "A"

2019/2020 Utility Rates

Cost of Service - Water Rates (Per hundred cubic feet)

Res. No.

(Into effect March 21, 2019)

Residential

Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge
5/8"	13.73	1.00	14.73
1"	18.81	2.45	21.26
1.5"	23.89	8.15	32.04
2"	34.05	11.15	45.20
3"	54.37	25.25	79.62
4"	74.69	43.85	118.54
6"	140.73	86.00	226.73
8"	216.93	139.50	356.43

Volume Charge First 8 ccf	Volume Charge 8 - 22 ccf	Volume Charge Over 22 ccf
0.93	1.80	2.95
0.93	1.80	2.95
0.93	1.80	2.95
0.93	1.80	2.95
0.93	1.80	2.95
0.93	1.80	2.95
0.93	1.80	2.95
0.93	1.80	2.95

2019 Street Fee

\$6.00

2019 Stormwater Fee

\$6.50

2019 Stormwater Quality Fee

\$1.00

Notes:

Senior-Housing

Units	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf
5	18.54	1.25	19.79	1.64
10	37.08	2.50	39.58	1.64
15	55.63	3.75	59.38	1.64
20	74.17	5.00	79.17	1.64
25	92.71	6.25	98.96	1.64
30	111.25	7.50	118.75	1.64
35	129.79	8.75	138.54	1.64
40	148.34	10.00	158.34	1.64

Backflow Fee

\$1.00 w/backflow
\$0.25 w/o backflow

Damage Recovery

Minimum \$150 + cost of materials, extra for more then one hour of a PW employee, + 10% admin fee

Multi-Family Residential

Units	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf
3	21.03	4.50	25.53	1.64
4	28.04	6.00	34.04	1.64
5	35.05	7.50	42.55	1.64
6	42.06	9.00	51.06	1.64
7	49.07	10.50	59.57	1.64
8	56.08	12.00	68.08	1.64
9	63.09	13.50	76.59	1.64
10	70.10	15.00	85.10	1.64

Commercial & Standby

Meter Size	Monthly Base Charge	Monthly R & R Charge	Total Monthly Fixed Charge	Volume Charge First 8 ccf
5/8"	11.84	1.00	12.84	1.64
1"	14.88	2.10	16.98	1.64
1.5"	19.96	4.00	23.96	1.64
2"	25.04	7.15	32.19	1.64
3"	40.28	14.10	54.38	1.64
4"	58.57	21.70	80.27	1.64
6"	104.80	44.00	148.80	1.64
8"	163.73	68.00	231.73	1.64

Irrigation

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	1.50	14.86	0.93	1.80	2.95
1"	18.44	4.15	22.59	0.93	1.80	2.95
1.5"	23.52	8.65	32.17	0.93	1.80	2.95
2"	33.68	14.00	47.68	0.93	1.80	2.95
3"	54.00	28.00	82.00	0.93	1.80	2.95
4"	74.32	44.00	118.32	0.93	1.80	2.95
6"	140.36	88.00	228.36	0.93	1.80	2.95
8"	216.56	139.00	355.56	0.93	1.80	2.95
Hydrant	27.45	20.00	47.45	1.64		

Attachment: Attachment A (1100 : 2019 Water Rates)

Expo	0.00	0.00	0.00	1.64
Hardship Discount			50%	50%
Outside City Factor			200%	200%



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: February 14, 2019

SUBJECT: Resolution No. _____, A Resolution Accepting the Lowest Responsible Bidder for Phase 1 of the Laurel Street Waterline Project and Authorizing the City Manager to Execute a Contract with West Coast Pipeline Inc.

ACTION REQUIRED: Motion **RECOMMENDATION:** Approval

BACKGROUND INFORMATION: The City conducted a formal bid letting for Phase 1 of the Laurel Street Waterline from Front to 4th Street, with a Bid alternative which would provide a new water “link” from Laurel to Maple Street. The City received seven bid submittals. In this scenario, awarding of the bid is based purely upon the lowest responsible bidder. The bid alternative can be added to the project if funds are available. The lowest base bid received was from West Coast Pipeline at \$201,620.00. The City Budgeted \$300,000 for the project.

Bidders	J Copeland	KOGAP	Pilot Rock	West Coast	Central Pipeline	Knife River	HGC
Base Bid	\$ 231,927	\$ 277,456	\$ 246,190	\$ 201,620	\$ 287,521	\$ 236,008	\$ 310,167
Bid Alternative	\$ 59,639	\$ 69,213	\$ 51,225	\$ 48,840	\$ 68,588	\$ 60,288	\$ 80,830
Total	\$ 291,566	\$ 346,669	\$ 297,415	\$ 250,460	\$ 356,109	\$ 296,296	\$ 390,997

FINANCIAL ANALYSIS: The project was budgeted for in the FY 2017/19 City of Central Point Budget (water fund). No additional budget appropriation is needed to complete the project.

LEGAL ANALYSIS: Laurel Waterline Phase 1 bid letting was legally noticed/advertised per the requirements of Oregon Revised Statute Chapter 279.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS: N/A

STAFF RECOMMENDATION: Approval of the lowest responsible bidder.

RECOMMENDED MOTION: I move to approve Resolution No. _____ accepting the lowest responsible bidder for Phase 1 of the Laurel Street Waterline Project and authorizing the City Manager to execute a contract with West Coast Pipeline Inc.

ATTACHMENTS:

1. Laurel bid ad
2. extent of project
3. RESO Accept Low Bid Laurel St Waterline

NOTICE TO CONTRACTORS
Public Works Project
Laurel Street & First Street Waterline Improvements

Sealed bids will be opened and read publicly at the City of Central Point, City Hall, 140 South Third Street, Central Point, 97502 at 2:00 p.m. PST on **Tuesday, February 5, 2019** for the above referenced project. Bids must be submitted to Matt Samitore, Parks and Public Works Director, at the same address prior to **2:00 p.m. PST** on the above date. Subcontractor Disclosure forms must be submitted prior to 4:00 p.m. PST on the same date.

Bidders must be pre-qualified in order to be eligible for award. Pre-qualification may be with the City of Central Point, City of Medford, or the Oregon Department of Transportation. If the bidder is disqualified in any of these jurisdictions the bidder will be ineligible for this contract.

Award of contract will not be final until the later of: 1) three business days after Notice of Intent to Award is announced by the City of Central Point, or 2) the City of Central Point provides a written response to each timely protest, denying the protest and affirming the award.

On all projects, work performed by the Contractor's own organization must be at least 30% of the awarded contract amount.

Plans and specifications will be available online only at www.questcdn.com/projects beginning January 3, 2019. #6071583

COST ESTIMATE: \$440,000

Laurel Street & First Street Waterline Improvements: Work shall include, but not necessarily be limited to: installation of potable water main, water services and appurtenances, reconnection to customer service lines.

Work shall begin no earlier than **April 1, 2019** and shall be completed by **June 30, 2019**. Technical questions should be directed to Greg Graves at 541-664-3321 or Greg.Graves@centralpointoregon.gov. No bid will be received or considered by the City of Central Point unless the bid statement is signed by bidder.

This project is public work subject to ORS 279C.800 to 279C.870. This project is subject to Oregon prevailing wage rates.

The City of Central Point may reject any bid not in compliance with all public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding by the City of Central Point that it is in the public interest to do so.

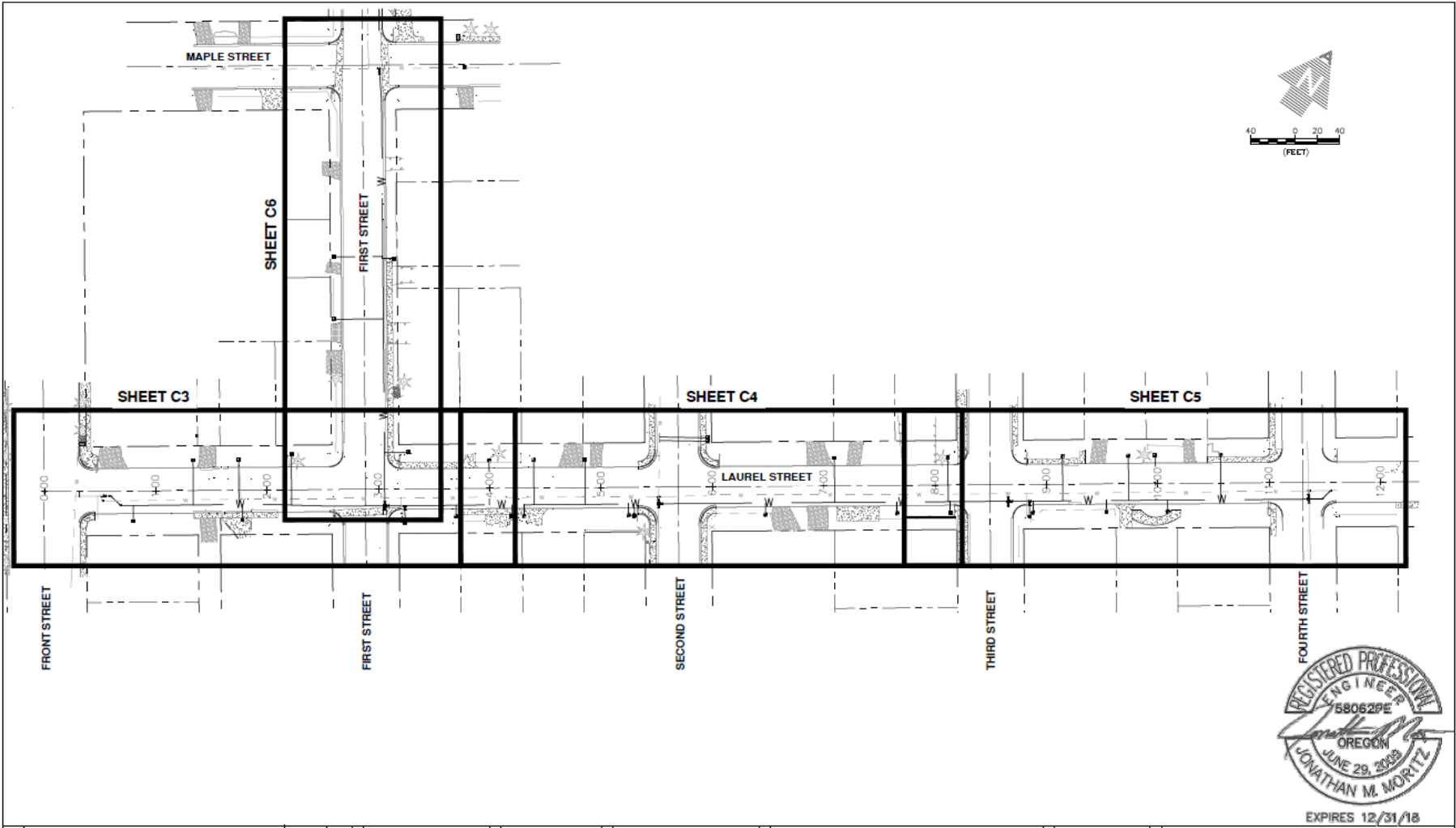
CITY OF CENTRAL POINT

DATED: Jan 2, 2019

Matt Samitore, Parks and Public Works Director

January 12, 13, 19 & 20, 2019

Attachment: Laurel bid ad (1099 : Laurel Waterline Phase 1)



Attachment: extent of project (1099 : Laurel Waterline Phase 1)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE BIDDER FOR PHASE 1 OF THE LAUREL STREET WATERLINE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WEST COAST PIPELINE INC.

RECITALS:

A. WHEREAS, the City recently published a solicitation for bidders/contractors to install a new waterline along Laurel Street from Front to 4th Street with a bid alternative for a new water "line" from Laurel to Maple Street.

B. WHEREAS, the City received seven bid submittals with the lowest responsible bidder being West Coast Pipeline, Inc. with the lowest base bid of \$201,620 and the lowest bid alternative in the amount of \$48,840.00 for a total lowest bid of \$250,460.00.

C. WHEREAS, the project was budgeted as part of the 2017-2019 fiscal year budget with an engineer's estimate of \$300,000.00.

The City of Central Point resolves as follows:

Section 1. The City Council hereby accepts the bid from West Coast Pipeline, Inc. in the amount of \$250,460.00.

Section 2. The City Manager is hereby authorized to execute a contract and any related documents necessary to effectuate the acceptance of this award in a form substantially the same as that included in the specifications.

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

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

Mayor Hank Williams

ATTEST:

City Recorder

1 - Resolution No. _____ (2/14/19 Council meeting)

Attachment: RESO Accept Low Bid Laurel St Waterline (1099 : Laurel Waterline Phase 1)



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Community Development
FROM:	Tom Humphrey, Community Development Director		
MEETING DATE:	February 14, 2019		
SUBJECT:	Planning Commission Report		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	Approval

The following items were presented by staff and discussed by the Planning Commission at its regular meeting on February 5, 2019.

- A. A Public Hearing to consider a minor zone (map) change application from Residential Single Family (R-1-6) to Civic on 1.76 acres located at 1909 Scenic Avenue. Applicant: Fire District No. 3; File No.: ZC-18007. Approval Criteria: CPMC 17.10, Zoning Map and Zoning Code Text Amendments.** The Commission conducted a public hearing to consider this zone change to bring property into compliance with the comprehensive plan land use map and to evaluate the site for future civic uses. The Fire District acquired a 1.76 acre tax lot adjacent to the Scenic Middle School and has been working with city staff and the School District to site a new Fire Station. The Commission considered the application in light of the Comprehensive Plan and the State's Transportation Planning Rule (TPR). A professional traffic analysis initiated by the applicant revealed a level of service (LOS) deficiency at the Upton/Scenic intersection caused by existing traffic southbound on Upton but this will not result in any changes to road classifications. Mitigation will be recommended to the City once a site plan application and a subsequent traffic study is submitted. The Commission recommended approval of the zone change to the City Council but expressed their desire to have city staff investigate better traffic control at the intersection.
- B. Urbanization Element. Present the Working Draft Urbanization Element of the Comprehensive Plan and conduct a public hearing. (File No. CPA-18002).** 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. Ms. Katy Mallams asked that this and other plan amendments be continued until the March meeting to get greater public participation. Planning staff explained that noticing and hearing requirements for Legislative amendments are different than those for quasi-judicial hearings and that the City is not obligated to continue the hearings. Commission recommended approval of the Comprehensive Plan

Amendment to the City Council with the addition of a ninth (9th) locational factor that addressed proximity to the City core area.

- C. Population Element. Present the 2019 Population Element to address changes to the population forecast for 2019-2039 planning period and conduct a public hearing. (File No. CPA-18004).** The Planning Commission 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 a nearly 7000 person increase in the City over the next 20 years. Staff proposed that the City make revisions to its Population Element in order to use the new numbers in expanding the Urban Growth Boundary this year. The Commission recommended approval of the revised Population Element to the City Council.
- D. Buildable Lands Inventory (BLI). Present the Working Draft Residential BLI, a component of the Land Use Element, and conduct a public hearing (File No. CPA-18003).** The last Residential 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 of buildable residential lands which is a prerequisite to updating the Housing Element. Staff proposed that the City make revisions to its BLI and establish a 20% infill rate of lands 'likely' to redevelop over the next 20 years. Ms. Mallams argued for a higher percentage but had no evidence to support her argument. The Commission recommended approval of the revised BLI to the City Council with the 20% infill rate.
- E. Housing Element. Present the Housing Element (review draft), which has been updated based on changes to the Population Element and BLI and conduct a public hearing (File No. CPA-18005)** The Housing Element was last 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 305 acres. Revising the Housing Element will enable the City to demonstrate a greater land need when expanding its UGB this year. Due to the lateness of the hour, the Commission opened the public hearing and then voted to continue the hearing until its regular meeting on March 5, 2019.



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:	February 14, 2019		
SUBJECT:	Rogue Valley Transit District request for revised bus stop - February Update		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	None Forwarded

BACKGROUND INFORMATION:

The Rogue Valley Transit District (RVTD) has been working with the City to revise their Route 40 service. Route 40 historically involved a bus traveling eastbound on Pine Street and included bus stops/pickups at 5th Street & Pine, as well as a second bus stop near the shelter/public parking lot located near the intersection of 2nd Street & Manzanita. Although this has been the historical route, RVTD recently expressed concern regarding the northbound turning movement required at the intersection of 2nd Street and Pine. After discussion between RVTD and City staff members, it was decided to reverse the path of Route 40, which has eliminated any turning movement related issues but did require relocation of the bus stop located near the intersection of 5th Street & Pine.

After the initial changes to Route 40, RVTD was asked by one of their riders to move the stop back to between 3rd and 5th Streets. The individual making the request is blind, and the stop at 6th is more difficult for her to access. City staff has compared the new stop with the previous location. There are multiple options for establishing a bus stop between 3rd & 5th Streets, and staff has ranked them in order of preference.

1. 5th Street at Key Bank – The bus stop would be between the driveways of Key Bank (see picture). It would require removal of one parking space and relocation of the “way finding” sign that directs drivers to the Post Office and Central Point Chamber of Commerce. A stop at this location would also require RVTD to install a new access ramp at this location. City staff agrees this would be the location best suited for a bus stop; however, the staff is hesitant to make any changes without the consent of the council and adjacent property owners.
2. 4th Street Bulb Out at Banner Bank – In the second preferred option, RVTD could make efficient use of the existing bulb out ramp located near the intersection of 4th Street & Pine. However, it would require one parking space to be eliminated because of bus “tail-swing.” Additionally, one above-grade planter pot would have to be eliminated to accommodate a secondary ramp. RVTD prefers this option because it eliminates the

bus having to merge back into the travel lane and provides a safe refuge for their passengers.

3. 3rd Street Bulb Out at Print Quick - Similar to option number two, RVTd could use the existing bulb out located at the intersection of 3rd Street & Pine (this would also require the construction of a secondary ramp). This scenario would also require one parking space to be eliminated because “of tail-swing.” Additionally, one planter pot would have to be removed to accommodate the secondary ramp. City staff does not find this option attractive because area represents the “heart” of our new downtown, and the amount of foot traffic occurring in this area is critical to all downtown businesses.
4. No Change – This would keep the pickup/drop off location at 6th Street.

UPDATE February 2019 – Staff presented the above options to Council at its January 24, 2019 meeting, and Council directed staff to poll the downtown community regarding these options. Staff has completed that poll and received 11 votes. 7 are in favor of the 5th Street location, 3 at 4th Street and 1 at 3rd Street.

FINANCIAL ANALYSIS:

All above-described options, excluding option 4, would require a small amount of capital funding to be contributed by the City’s Street Fund.

LEGAL ANALYSIS: N/A

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

The City’s Current strategic plan supports both public transportation and downtown beautification.

STAFF RECOMMENDATION:

Staff recommends that council consider providing direction on options 1 & 2.

RECOMMENDED MOTION:

I move to approve option #_____as presented by staff.

ATTACHMENTS:

1. rvtD
2. 5th block

Pine and 4th Street Bus Stop Concept

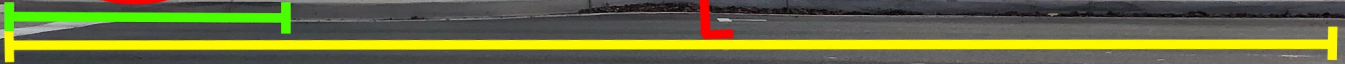
10.B.a

**ELIMINATE PLANTER
FOR PASSENGER LOADING**



BUS LANDING 8'

**ELIMINATE PARKING SPACE
DUE TO BUS TAIL SWING**



40' NEEDED FOR PASSENGER LOADING

Attachment: rvtd (1101 : RVTD Request for revised bus

