

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

**City Council**

**Mayor**  
Hank Williams

**Ward I**  
Bruce Dinger

**Ward II**  
Michael Quilty

**Ward III**  
Brandon Thueson

**Ward IV**  
Allen Broderick

**At Large**  
Rick Samuelson  
Tanea Browning

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

**Community  
Development**  
Tom Humphrey,  
Director

**Finance**  
Bev Adams, Director

**Human Resources**  
Barb Robson, Director

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

**Police**  
Kris Allison Chief

**CITY OF CENTRAL POINT  
City Council Meeting Agenda  
October 22, 2015**

Next Res. 1436

Next Ord. 2018

**I. REGULAR MEETING CALLED TO ORDER – 7:00 P.M.**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC APPEARANCES – *Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization.***

**V. CONSENT AGENDA**

Page 2 - 8      A. Approval of October 8, 2015 Council Minutes

**VI. ITEMS REMOVED FROM CONSENT AGENDA**

**VII. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS**

- 10 - 15      A. Ordinance No. \_\_\_\_\_, An Ordinance Amending Chapter 3.30 Marijuana and Marijuana Infused Product Tax (Clayton)
- 17 - 18      B. Resolution No. \_\_\_\_\_, A Resolution Updating Oregon Liquor Control Commission Application Fees for the City of Central Point (Clayton)
- 20 - 23      C. Resolution No. \_\_\_\_\_, A Resolution Supporting an Application for Connect-Oregon VI Grant from the Oregon Department of Transportation to Fund Construction of the Continuous Welded Rail Portion of the Twin Creeks Rail Crossing (Samitore)

**VIII. BUSINESS**

- 25 - 39      A. Chronic Nuisance Property Process Review (Clayton)
- 41 - 56      B. Senior Center Lease Discussion (Samitore)

58 - 65      C.      Rogue Disposal CPI Rate Increase (Clayton)

**IX.      MAYOR’S REPORT**

**X.      CITY MANAGER’S REPORT**

**XI.      COUNCIL REPORTS**

**XII.      DEPARTMENT REPORTS**

**XIII.      EXECUTIVE SESSION**

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**XIV.      ADJOURNMENT**

# **Consent Agenda**

**CITY OF CENTRAL POINT  
City Council Meeting Minutes  
October 8, 2015**

**I. REGULAR MEETING CALLED TO ORDER**

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

**II. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE FOR UCC**

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

City Manager Chris Clayton; City Attorney Sydney Dreyer; Police Chief Kris Allison; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore, Finance Director Bev Adams, Police Captain Dave Croft, and Public Works Office Assistant Cyndi Weeks were also present.

**IV. PUBLIC APPEARANCES - None**

**V. SPECIAL PRESENTATIONS - None**

**VI. CONSENT AGENDA**

- A. Approval of September 10, 2015, City Council Minutes
- B. Approval of OLCC Application for Change of Ownership for Jack Rabbit Convenience Store

**Rick Samuelson made a motion to approve the consent agenda as presented.** Brandon Thueson seconded. Roll call: Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; Mike Quilty, yes; and Tanea Browning, yes. Motion approved.

**VII. ITEMS REMOVED FROM CONSENT AGENDA – None**

**VIII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS**

- A. **Ordinance No. 2017, An Ordinance Amending the Transportation System Plan (TSP) of the Central Point Comprehensive Plan to Incorporate by Reference the Interchange Area Management Plans (IAMPS) for I-5 Exits 33 and 35 (Humphrey)**

Community Development Director Tom Humphrey brought up a second reading of the ordinance to amend the TSP to incorporate collaborative transportation planning work done by ODOT on I-5 Exits 33 and 35.

**Mike Quilty made a motion to approve Ordinance No. 2017, An Ordinance Amending the Transportation System Plan (TSP) of the Central Point Comprehensive Plan to Incorporate by Reference the Interchange Area Management Plans (IAMPS) for I-5 Exits 33 and 35.** Tanea Browning seconded. Roll call: Bruce Dingler, yes; Rick Samuelson, yes; Brandon Thueson, yes; Mayor Williams, yes; and Allen Broderick, yes. Motion approved.

**B. Public Hearing – First Reading for an Ordinance Amending Chapter 3.30 Marijuana and Marijuana Infused Product Tax (Clayton)**

City Manager Chris Clayton stated that although the City previously approved a tax rate on marijuana of 5% and 10% with a ceiling cap of 25%, House Bill 3400 limits local governments to a tax rate of up to 3%. Such local tax is to be brought to the voters in the General Election in November 2016. This tax would only bring in revenue if the City has an operating dispensary. There are no current applications pending.

The purpose of this tax is to mitigate the increased public safety costs associated with the legalization of marijuana.

Mr. Clayton requested that a public hearing be opened for setting the tax rate at 3%. Mayor Williams opened the public hearing, no one came forward and the public hearing was closed.

**Brandon Thueson made a motion to move to second reading an Ordinance Amending Chapter 3.30 Marijuana and Marijuana Infused Product Tax.** Tanea Browning seconded. Roll call: Rick Samuelson, yes; Mike Quilty, yes; Mayor Williams, yes; Allen Broderick, yes; and Bruce Dingler, yes. Motion approved.

**C. Resolution No. 1434, Adopting a Policy Allowing the City of Central Point to Seek Reimbursement from Law Enforcement Agencies who Hire Central Point Police Officers within the First Thirty-six Months after Training (Allison)**

Police Chief Kris Allison presented a new policy that would allow the City to recover training expenses for new officers that leave voluntarily to another state agency within 36 months of training completion. The estimated cost of training a single officer is approximately \$30,000.

Though some would think this policy would make an officer less appealing and therefore harder to relocate, Sydnee Dreyer assured the council that no jurisdiction can refuse employment due to having to pay training fees. Not using this policy would put our small City at a disadvantage. It would be a deterrent for larger agencies to recruit our officers without incurring the cost of training. The fee can be appealed and waived.

**Allen Broderick made a motion to approve Resolution No. 1434, Adopting a Policy Allowing the City of Central Point to Seek Reimbursement from Law**

**Enforcement Agencies who Hire Central Point Police Officers within the First Thirty-six Months after Training.** Rick Samuelson seconded. Roll call: Brandon Thueson, yes; Mike Quilty, yes; Tanea Browning, yes; Mayor Williams, yes; and Bruce Dingler, yes. Motion approved.

**D. Resolution No. 1435, Authorizing the City Manager to Enter Into an Agreement with Talbot, Korvola & Warwick, LLP for Hotel/Motel Tax Audit Services (Adams)**

Finance Director Bev Adams pointed out that there has never been an audit performed on the transient room tax collected from the three hotels within the City. After consulting with Talbot, Korvola & Warwick, LLP, it was determined that the City can “piggyback” on the contract Medford has with them to perform an audit in November. The first time cost would be \$8,000 but would include a review of the past three years with an annual cost of approximately \$1,500-2,000 yearly thereafter. Further savings would be from sharing travel expenses for the auditors with Medford. This fee has already been figured into our budget and the audit should bring in more than the fee we pay for the audit.

**Mike Quilty made a motion to approve Resolution No. 1435, Authorizing the City Manager to Enter Into an Agreement with Talbot, Korvola & Warwick, LLP for Hotel/Motel Tax Audit Services.** Rick Samuelson seconded. Roll call: Tanea Browning, yes; Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; and Brandon Thueson, yes. Motion approved.

**IX. BUSINESS**

**A. Approval of Street Closure for Community Christmas Parade on December 5, 2015 (Samitore)**

Parks and Public Works Director Matt Samitore stated that the Community Christmas Parade will take the same route as last year. The shutdown is expected to start at 3:00pm with the parade starting at 5:15pm. Pine is expected to be opened by 6:15 pm. Many issues from last year will be absent since the event is on Saturday. Crater Foundation is renting a trolley to shuttle people to their event after the parade.

Float staging is being re-evaluated as there were issues with congestion on Oak and 2<sup>nd</sup> Streets. The block around City Hall will remain shut down until the end of the event at 7:30.

**Mike Quilty made a motion to approve the Street Closure for Community Christmas Parade on December 5, 2015.** Brandon Thueson seconded. Roll call: Tanea Browning, yes; Mayor Williams, yes; Allen Broderick, yes; Bruce Dingler, yes; and Rick Samuelson, yes. Motion approved.

**B. Planning Commission Report (Humphrey)**

Community Development Director Tom Humphrey presented the Planning Commission Report for October 6, 2015:

- The Commission was presented with the SOVB proposal to incorporate a Memorial Wall replica into Don Jones Park. Public attendance was at a record high with people supporting the wall concept but objecting to its proposed location in the park. Objections included lack of adequate parking, increased traffic in an adjoining neighborhood, conflicting park uses, inconsistency with the Park master plan, and lack of operational information. The applicants requested more time to address neighborhood concerns so the Commission continued the public hearing to their meeting on December 1, 2015 at 6:00 pm.
- The Planning Commission considered the Gebhard Road alignment study in the context of the City's TSP and conducted a public hearing. Initial opposition by one property owner was mitigated by an explanation of the language being adopted which creates the flexibility for some adjustment through his property south of Beebe Road. After considerable discussion, the Commission unanimously recommended approval of the Minor Amendment to incorporate Option "C" into the City's TSP.
- The Commission continued a public hearing from September regarding consideration of a TOD preliminary master plan and considered updated information and analysis from the applicant and various professional consultants. These folks addressed previously major issues including; 1) the Gebhard Road alignment; 2) Soil contamination in the proposed park site; 3) shallow well impact and mitigation and traffic control improvements. The Commission received testimony from property owners who have been most concerned with these issues but who are now satisfied with the mitigation being offered. The Commission approved the master plan pending staff preparation of findings of fact and conclusions to support their decision.
- The Planning Commission conducted a public hearing in consideration of a tentative partition plan to create 3 parcels within the Eastside TOD and took testimony from the proponent and various property owners in the vicinity. Conditions of the tentative plan approval are also now satisfactory to property owners originally concerned with the proposal. The Commission also approved the tentative plan pending staff preparation of findings of fact and conclusions to support their decision.

### **C. Business License Discussion (Clayton)**

City Manager Chris Clayton brought up a discrepancy in whether or not rental properties are required to obtain a business license. It seems that some properties have been required to do so and others not. Mr. Clayton asks for direction either way. It was pointed out that it would cause more service work to issue and policing of the code if we do require business licenses. The general consensus of the council is that we should not require business licenses to rental properties unless it is a property management company. No amendment to the code is needed.

## **X. MAYOR'S REPORT**

Mayor Williams reported that he attended 3 Water Commission meetings, Access Mayors United Promo, Medford City Council meeting with the Water Commission, Celebration of Life for Deborah Russell (wife of Eagle Point Mayor), toured the City of Sisters and the Madras WWII Air Museum, and attended the Chamber mixer at the fairgrounds.

## **XI. CITY MANAGER'S REPORT**

City Manager Chris Clayton reported that:

- Medford City Council Study Session brought up the idea to re-combine utility bills in Medford to help eliminate \$800,000 of unpaid utility bills because of not being able to turn off water. Water Commission can't do that because of new software.
- Mae Richardson Elementary has an issue with traffic during drop offs and pick-ups. The average wait time to get through the intersection is 7-11 minutes. The School District thinks the City should fix the problem since we own a good portion of the property. We will try to help with access on Haskell but they ultimately need to fix their own problem. There is no significant fix using the Right of Way.
- He attended League of Oregon Cities conference and toured Bend's Park District bond improvements. This includes the kayak park on the Deschutes River and an \$8 million ice pavilion that includes an NHL hockey rink and skating area.
- The President of League of Oregon Cities is Peter Truax who is very committed to fighting poverty in Oregon.

## **XII. COUNCIL REPORTS**

Council Member Mike Quilty reported that:

- Mr. Quilty went with the Mayor to the City of Madras WWII Air Museum and was impressed with the City's aggressive grant writing abilities for City improvements.
- He talked to the President of The Meadows about Rogue Disposal rates.
- He will be attending the OR Transportation District meeting October 15-16.

Council Member Brandon Thueson reported that he has received many phone calls and emails about the war memorial and attended the Parks and Planning meeting just to listen to what was said.

Council Member Rick Samuelson reported that:

- The Chamber held a destination boot camp class that went well.
- RVCOG held a meeting and Jackson County Library reports that they have survived 17 months on a 12 month revenue budget.
- Food and Friends are trying to buy church property in Josephine County.
- Phoenix held a homecoming parade that had 45 entries.

- Shady Cove reports that within 3 hours of a major earthquake, they would be under 97 feet of water if Lost Creek Lake split.
- Medford reports that they are having many issues with marijuana.

Council Member Bruce Dingler reported that he also attended the Planning Commission meeting just to listen to the discussion about the War Memorial.

Council Member Tanea Browning reported that:

- She attended the Central Point Police Open House on September 12<sup>th</sup>.
- Greeters was held at Mercy Flights in September.
- The Chamber mixer was at the Hay Maze and was very interesting. The maze builders are a local couple from Trail.
- She attended the LOC conference in Bend and took in some great presentations, tours and information. Highlights included councilor workshops, urban renewal zones, and the tour of urban renewal projects.
- The Chamber is working with local businesses on how to increase tourism during low seasons. They are looking at having a Saturday market downtown, a fine arts fair, and more movies in the park.

### **XIII. DEPARTMENT REPORTS**

Parks and Public Works Director Matt Samitore reported that Freeman Road should be open to traffic on Saturday. 500 feet of concrete was poured each day the last 3 days. Striping should be in 3 weeks or so. The finished product is really nice.

Community Development Director Tom Humphrey reported that:

- Costco is progressing. They are submitting a conditional use permit application. Meetings are being held to come to an agreement as to what improvements and connections should be made from the development to the roads. Something should be seen in the next couple of weeks.
- Will be attending the climate session workshop next week.
- City of Grants Pass is hosting a workshop about Made on Main street Movement, focusing on revitalizing downtown.
- Work on the 90 space RV park at the Expo will be started next week and should be open by July 4<sup>th</sup>. The fairgrounds are in the black by about \$500,000.

Police Chief Kris Allison reported that:

- Through the Greeters, she had contact with Home & Stead on Freeman Court who deals with the elderly that receive services. She hopes that the PD can become a partnership with them for those with declining cognitive function that are found so they have a safe place to wait for relatives instead of sitting at a hospital or police station.
- She attended the School Board Meeting and introduced the new School Resource Officer JR Godley who will be starting October 16<sup>th</sup>. He is a local resident that grew up in Central Point, became a Marine and is now the best fit for working in the schools as well as a Crater football coach.

- The UCC tragedy impacted our community as well as our Law Enforcement who responded. Keep everyone in your thoughts.

City Attorney Sydnee Dreyer reported that Dan O'Connor will cover the next council meeting.

**XIV. EXECUTIVE SESSION - None**

**XV. ADJOURNMENT**

Mayor Williams moved to adjourn, all said "aye" and the Council Meeting was adjourned at 8:57 p.m.

The foregoing minutes of the October 8, 2015, Council meeting were approved by the City Council at its meeting of October 22, 2015.

Dated:

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

ATTEST:

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

# **Ordinance**

## **First Reading**

### **Marijuana Tax**

### **Amendments**



**STAFF REPORT**

October 22, 2015

**AGENDA ITEM: Ordinance No. \_ An ordinance amending Chapter 3.30 – marijuana and marijuana-infused product tax.**

**STAFF SOURCE:**

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Chris Clayton, City Manager

Sydnee Dreyer, City Attorney

**BACKGROUND/SYNOPSIS:**

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In November 1998, Oregon voters approved the Oregon Medical Marijuana Act (OMMA) which allowed medical use and possession of marijuana. In 2013 the legislature approved House Bill 3460 amending the OMMA to allow medical marijuana dispensaries. In August of 2014, the City adopted Ordinance No. 1992, adopting a tax of 5% on sales of medical and 10% recreational marijuana codified as Chapter 3.30 to the Central Point Municipal Code. In September 2014, the City further amended Chapter 3.30 to provide for the city council's ability to adjust the marijuana tax rate in the future. Future adjustment of the rate was deemed necessary if public safety costs/impacts are not completely mitigated by the initial rates established in Chapter 3.30. The revision set a ceiling of twenty-five percent (25%) and allowed future adjustment by city council resolution. In November 2014, following the city's adoption of a marijuana tax, Oregon voters approved Measure 91 (M91) legalizing recreational marijuana including growth, processing, delivery and sale of recreational marijuana and personal possession/growth of such marijuana.

Subsequent to adoption of Chapter 3.30 imposing a tax on marijuana and medical marijuana, the legislature adopted House Bill 3400 (HB 3400) further amending the OMMA and M91. Pursuant to HB 3400, local government may not impose a tax higher than 3% on marijuana and medical marijuana sales. Such a local tax is to be referred to the voters at a general election.

Consistent with HB 3400, the city attorney recommends reducing the current tax rate to 3% without adjustment to the potential for future rate increases. Further a savings clause has been added to provide that if any portion of the ordinance is deemed in conflict with federal or state law, the ordinance will be construed as if that inconsistent provision did not exist. As the tax already exists, it is not recommended that the City repeal this tax. However, it is the City's intent to adopt an ordinance for the next statewide general election the question of whether to tax marijuana sales.

**FISCAL IMPACT:**

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M91 provides for a state-wide taxing structure on the sale of legalized/medical marijuana; however, it does so in the following manner:

Section #33

*A tax is imposed on the privilege of engaging in business as a marijuana producer at the rate of:*

*\$35 dollars per ounce of all marijuana flowers;  
\$10 dollars per ounce on all marijuana leaves; and  
\$5 dollar for every immature plant.*

The taxes collected under this section would be placed in the Oregon Marijuana Account and would be distributed as follows:

*Forty percent shall be transferred to the Common School Fund  
Twenty percent shall be transferred to the Mental Health Alcoholism and Drug Services Account  
Fifteen percent shall be transferred to the State Police Account  
Ten percent shall be transferred to cities based on population  
Ten percent shall be transferred to counties  
5 percent shall be transferred to Oregon Health Authority.*

City Revenue: There is no precise way of predicting whether a medical marijuana dispensary or licensed recreational uses will develop in the City. Furthermore, predicting the tax revenue generated by the development of such uses is equally inaccurate, although it is apparent that Central Point's share of 10% will likely be insufficient to address the impacts to Central Point.

City Expenditures: Similar to alcohol, the legalization of marijuana will likely impact the costs associated with providing adequate public safety. At a minimum, new programs will need to be developed for prevention/education and treatment. These new program costs will be in addition to the necessary training required for our public safety officers.

**ATTACHMENTS:**

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1. Ordinance amending chapter 3.30 of the Central Point Municipal Code marijuana and marijuana-infused product tax.

**RECOMMENDATION:**

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1. The proposed ordinance is consistent with previous efforts of the City Council to create a disincentive to the establishment of medical marijuana dispensaries and recreational licensed uses within Central Point.
2. Though less than the previous ordinance, the proposed ordinance will continue to create the opportunity to provide general fund revenue and offset the public safety costs/impacts associated with the legalization and sales of marijuana
3. The City's strategic plan emphasizes a proactive city government that adopts policies aligning with the community's values.
4. Central Point citizen surveys conducted in 2011 & 2013 identify public safety as the highest priority for citizens of Central Point.
5. The proposed ordinance renders the tax consistent with the rate permitted under HB 3400

**City Staff Recommendation:**

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City staff is recommending adoption of the attached ordinance amendments.

**PUBLIC HEARING REQUIRED:**

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No, a public hearing was held on October 8, 2015

**SUGGESTED MOTION:**

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I move to approve ordinance no. \_\_\_\_\_, amending Central Point Municipal Code Chapter 3.30 marijuana infused product tax.

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

**AN ORDINANCE AMENDING CHAPTER 3.30 MARIJUANA  
AND MARIJUANA INFUSED PRODUCT TAX**

**RECITALS:**

- A. In November 1998, Oregon voters approved the Oregon Medical Marijuana Act (OMMA) which allowed medical use and possession of marijuana, and in 2013 the Oregon legislature approved House Bill 3460 amending the OMMA to allow medical marijuana dispensaries (collectively "OMMA"); and
- B. in November 2014, Oregon voters approved Measure 91 (M. 91) legalizing personal possession, growth, processing, delivery and sale of nonmedical marijuana; and
- C. Effective June 30th, 2015 the Oregon legislature adopted House Bill 3400 amending the Oregon Medical Marijuana Act ("OMMA") and Measure 91 ("M91"); and
- D. The City of Central Point is a home-rule Municipal corporation; and
- E. Section 4 of the Central Point Charter provides: "The City shall have all powers which the constitutions, statutes and common law of the United States and of this state expressly or impliedly grant or allow municipalities, as fully as though this charter specifically enumerated each of those powers."; and
- F. Words ~~lined through~~ in the following ordinance are to be deleted and words **in bold** are added.

The people of the City of Central Point do ordain as follows:

**Section 1.** Section 3.30.030 Levy of Tax is hereby amended to read as follows:

**Chapter 3.30  
MARIJUANA AND MARIJUANA INFUSED PRODUCT TAX**

**3.30.030      Levy of tax**

**3.30.030 Levy of tax.**

A. There is hereby levied and shall be paid a tax by every seller exercising the taxable privilege of selling marijuana, **medical marijuana** and marijuana-infused products as defined in this chapter.

B. The amount of tax levied is as follows:

Ordinance No. \_\_\_\_\_ (100815)

1. **Three percent of the gross sale amount paid to the seller for medical marijuana sold under the Oregon Medical Marijuana Program and/or recreational marijuana.** ~~Five percent of the gross sale amount paid to the seller by a registry identification cardholder.~~

2. ~~Ten percent of the gross sale amount paid to the seller of marijuana and marijuana-infused products by individuals who are not purchasing marijuana under the Oregon Medical Marijuana Program.~~

3. ~~Upon city council resolution, the amount of the tax levied may be increased up to twenty-five percent of the gross sale amount paid to the seller by a registry identification cardholder.~~

4. **3.** Upon city council resolution, the amount of the tax levied may be increased up to twenty-five percent of the gross sale amount paid to the seller by individuals who are not purchasing marijuana under the Oregon Medical Marijuana Program.

**C. The purchaser shall pay the tax to the seller at the time of the purchase or sale of marijuana**

SECTION 2. Section 3.30.140 is here by created to read as follows:

**3.30.140 Savings Clause**

**3.30.140 Savings Clause**

**If any section, subsection, provision, clause or paragraph of this ordinance shall be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this ordinance; it is hereby expressly declared that every other section, subsection, provision, clause or paragraph of this ordinance enacted, irrespective of the enactment or validity of the portion hereof declared to be unconstitutional or invalid, is valid.**

SECTION 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word Ordinance may be changed to “code”, “article”, “section”, “chapter”, or other word, and the sections of this Ordinance may be renumbered, or

re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder is authorized to correct any cross references and any typographical errors.

SECTION 4. Effective Date. The Central Point City Charter states that an ordinance enacted by the council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

# **Resolution**

## **OLCC Fee Adjustment**



## **ADMINISTRATION DEPARTMENT**

140 South 3<sup>rd</sup> Street · Central Point, OR 97502 · (541) 664-7602 · [www.centralpointoregon.gov](http://www.centralpointoregon.gov)

### **STAFF REPORT**

October 22, 2015

#### **AGENDA ITEM: Resolution Updating Oregon Liquor Control Commission (OLCC) Application Fees for the City of Central Point**

Discussion regarding OLCC Application Fees and reducing the Annual Renewal Fee to \$25.00.

#### **STAFF SOURCE:**

Chris Clayton, City Manager  
Deanna Casey, City Recorder

#### **BACKGROUND:**

City Staff recently attended training on OLCC permits and applications. The training explained what cities are allowed to do in regards to approving or denying an OLCC Application.

We are allowed by state to charge the current fees. However, if our fee schedule is over \$25.00 we must allow public input.

Currently new applications and change of ownership applications are brought to the City Council under the Consent Agenda. If the public wishes to comment on one of these applications there is an opportunity at a Council meeting.

We do not bring the OLCC Annual renewal list to the Council and we would like to lower that fee to \$25. If the Council wishes to keep the fee at \$35.00 staff can add this item to the Consent Agenda in the future.

#### **FISCAL IMPACTS:**

OLCC Renewals are paid at the time their business license renewal is due. There are currently around 30 businesses in town that hold OLCC Permits. This would be a loss of around \$300 to the General Fund.

#### **ATTACHMENTS:**

1. Resolution updating the Oregon Liquor Control Commission (OLCC) Application Fees.

#### **RECOMMENDATION:**

Discussion and a motion to approve the attached Resolution.

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

**A RESOLUTION UPDATING OREGON LIQUOR CONTROL COMMISSION  
(OLCC) APPLICATION FEES FOR THE CITY OF CENTRAL POINT**

RECITALS:

- A. The City's current OLCC license fee schedule was adopted September 9, 2013.
- B. At that time the city increased the OLCC permit processing fees to the amount that the state will allow and to be consistent with other cities in our region.
- C. ORS 471.164 and ORS 471.166 state that if the OLCC fee exceeds \$25.00 the local government must provide public notice and allow for public input.
- D. Staff recommends reducing the renewal fee to \$25.00 annually. It is not necessary for public input in order to renew an OLCC permit. If there are concerns regarding any business it would be handled through the Code Enforcement process. All other OLCC Fees will remain the same.

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

**Section 1.** The new Oregon Liquor Control Commission application fees will be as follows:

| <b>Application:</b> | <b>Current Fee:</b> | <b>Proposed Fee:</b> |
|---------------------|---------------------|----------------------|
| Initial License     | \$100.00            | \$100.00             |
| Change in Ownership | \$75.00             | \$75.00              |
| Renewal License     | \$35.00             | \$25.00              |
| Temporary License   | \$10.00             | \$10.00              |

**Section 2.** The new fee schedule will become effective on October 23, 2015.

Passed by the Council and signed by me in authentication of its passage  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

# **Resolution**

## **Supporting an Application for Connect-Oregon**



## **STAFF REPORT**

October 15, 2015

**AGENDA ITEM:** A resolution of support for application for a ConnectOregon VI Grant for the continuous welded rail portion of the Twin Creeks Rail Crossing.

### **STAFF SOURCE:**

Matt Samitore, Director

### **BACKGROUND/SYNOPSIS:**

The City and Genneese Wyoming agreed in 2001 that a new rail crossing could occur in the Twin Creeks Development, subject to several conditions including: closing of another at grade crossing; improvements to the existing crossings at Pine and Scenic be upgraded; and the track between Pine and Scenic be upgraded to continuous welded rail.

Since that time the City has completed the E. Pine upgrade and have obtained funding from ODOT for the improvements to the highway and box culvert at the new crossing. Additionally, an agreement has been made to eventually close the Seven Oaks at Highway 99 crossing and upgrade the Scenic Avenue at Highway 99 crossing. No funding has been identified for either of these projects currently.

The welded rail is the only unknown aspect of the current project as the estimates have ranged considerably from 2001 to today. As of today the City and developer are responsible for replacing 7,000 feet of track. As of the time of this staff report, the cost for the project range from \$500,000-900,000. Only street utility, urban renewal or general fund dollars can be used for this portion of the project.

The Connect-Oregon grant would allow the City to obtain 70% of the cost of the improvement.

### **FISCAL IMPACT:**

If awarded the grant would pay for 70% of the cost of the upgrade.

### **RECOMMENDATION:**

Staff recommends approving the resolution of support.

### **PUBLIC HEARING REQUIRED:**

No

### **SUGGESTED MOTION:**

I move to approve the resolution of support for application to the Connect Oregon VI for the continuous welded rail portion of the Twin Creeks Rail Crossing.

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

A RESOLUTION SUPPORTING AN APPLICATION FOR CONNECT-OREGON VI GRANT  
FROM THE OREGON DEPARTMENT OF TRANSPORTATION TO FUND  
CONSTRUCTION OF THE CONTINUOUS WELDED RAIL PORTION OF THE TWIN  
CREEKS RAIL CROSSING

Recitals:

- A. The City of Central Point has included the Twin Creeks Rail Crossing and all associated requirements for the crossing in the Transportation System Plan.
- B. The Twin Creeks Rail Crossing Improvements will provide safe multi-modal transportation connection to the northwest portion of the City.
- C. The City and Genneesee Wyoming have agreed to replace 7,000 feet of track associated with the new crossing.
- D. The continuous welded rail will provide safer and quieter rail movements.
- E. The Oregon Department of Transportation administers competitive grant funds for rail specific projects.
- F. The City has obtained a grant from the State Transportation Improvement Program for the non-rail portion of the project.
- G. The City of Central Point Development Commission and Street Utility Fee will provide the required match of approximately 30% of the cost of the improvement.
- H. The upgraded Twin Creeks rail crossing will allow for public transportation to service the Transit Oriented Development.
- I. The upgraded rail crossing will encourage and facilitate private sector investment in the form of employment lands.

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

**Section 1.**

The City of Central Point City Council supports the submission of an application for a ConnectOregon VI grant application for construction of the continuous welded rail portion of the Twin Creeks Crossing.

**Section 2.**

This resolution is effective immediately upon passage.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015.

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

ATTEST:

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

# **Business Chronic Nuisance Property**



## **ADMINISTRATION DEPARTMENT**

140 South 3<sup>rd</sup> Street · Central Point, OR 97502 · (541) 664-7602 · [www.centralpointoregon.gov](http://www.centralpointoregon.gov)

### **STAFF REPORT** October 22<sup>th</sup>, 2015

#### **AGENDA ITEM: Discussion Item Related to Chronic Nuisance Property Abatement/Process**

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Discussion and direction to city staff regarding the upcoming abatement of chronic nuisance properties located within the city limits.

#### **STAFF SOURCE:**

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Chris Clayton, City Manager  
Sydney Dreyer, City Attorney

#### **BACKGROUND:**

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City staff has recently encountered a number of potential chronic nuisance properties. These properties include 75 Bush Street, 534 Briarwood, 543 Cherry Street, 477 Beebe Road and 495 Beebe Road. The Central Point Police Department has been working with each individual property owner to encourage municipal code compliance; however, it may become necessary for the city council to deem these properties “chronic nuisances” as stated in Central Point municipal code.

Given the municipal code requirements involving noticing, commencement of legal action, determination of nuisance activity and abatement authority, city staff feels it would be most efficient to process any nuisance properties on an annual timeline. The goal of nuisance abatement always begins with an opportunity for the property owner to gain compliance, but if the nuisance is not abated within stipulated timelines, staff recommends proceeding with appropriate steps outlined in chapters 8.02 & 8.04 of the Central Point municipal code.

#### **FISCAL IMPACTS:**

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Chapter 8.02 & 8.04 of the Central Point municipal code provide opportunity, under specific circumstances, for the City to abate nuisance/chronic nuisance activity. In those specific situations, the “total cost” of abatement would be initially borne by the City with a subsequent lien for those costs being placed against the subject property.

#### **ATTACHMENTS:**

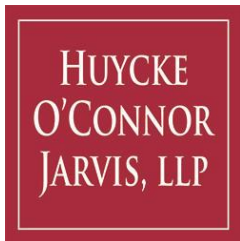
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1. Legal briefing on chronic nuisance process and procedures.
2. Central Point Municipal Code chapter 8.02 – Chronic Nuisances
3. Central Point Municipal Code chapter 8.04 - Nuisances

#### **RECOMMENDATION:**

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Discussion and possible direction to staff.



## **MEMORANDUM**

**TO:** City Council Members  
c/o Chris Clayton

**FROM:** Sydnee Dreyer

**RE:** **Outline of Chronic Nuisance Procedures**

**DATE:** September 24, 2015

As it appears the City may be dealing with several chronic nuisance properties, below is an outline of the processes and procedures to be utilized in dealing with such properties.

1. **Declaration of Chronic Nuisance:** A property may be deemed a chronic nuisance under Chapter 8.02 if within a 30-day period any of the following occur:
  - i. Two or more citations are served on the property owner, tenant, or guest for a nuisance under Ch. 8.04;
  - ii. Two or more nuisance activities (as defined in 8.02.010) occur on, or within 200 feet of the property by a person associated with the property; and/or
  - iii. The property has been served with a search warrant for possession, manufacture or delivery of controlled substances and such substances are discovered.
2. **Initial Notice (Discretionary):** Under 8.02.030(A) when the Chief of Police receives a report documenting the occurrence of a nuisance activity on or within 200-feet of a property, the chief must review the report to determine if it constitutes a nuisance activity and “may” send a notice to the person in charge that the property is in danger of becoming a chronic nuisance property. Notice requirements set forth in code.
3. **Second Notice (Mandatory):** Under 8.02.030(B) when the Chief receives a police report documenting a second nuisance activity within a 30-day period the Chief “shall” send a notice to the person in charge that the property has been deemed a chronic nuisance property. The person in charge must respond within 10 days to propose a course of action to abate the nuisance. The notice must be sent to the person in charge with a copy to the owner if different. If there is no response within 10-days, a notice must also be posted at the property.

- a. City and person in charge can stipulate to a course of action to abate the nuisance prior to commencement of legal proceedings.
  - b. In the event of stipulation, City can postpone initiation of legal proceedings for not less than 10 or more than 30 days.
- 4. **Commencement of Legal Action:** If person in charge does not respond, and/or does not abate nuisance within period of time agreed upon, Council may adopt resolution authorizing City Attorney to initiate legal proceedings.
  - a. Prior to adoption of resolution person in charge must have opportunity to be heard before Council.
  - b. If after commencement, but prior to trial, person in charge stipulates to a course of action to abate the nuisance, City may agree to stay the proceedings for a period not less than 10, nor more than 60 days. If nuisance involves drugs located pursuant to a search warrant, no stay may be granted. Further extensions may be applied for if City believes person in charge is diligently seeking to abate the nuisance. If no good faith effort is being made, City may seek release from stay and move forward with legal action.
- 5. **Court Determination of Chronic Nuisance:** If the court determines the property is a chronic nuisance, it shall order the property be closed and secured against all access, use and occupancy for a period of time not less than 6 months or more than 1 year.
  - a. Court retains jurisdiction during closure.
  - b. Can petition court for reduced closure if City and person in charge stipulate nuisance has been, and will continue to be, abated.
  - c. If person in charge fails to secure access, City may do so and City's costs will be included in the money judgment which is a personal liability to person assessed costs.
  - d. In addition to closure, person in charge can be subject to civil penalty up to \$100 per day for each day nuisance continued after notice from City. Court has discretion to determine if penalty is appropriate and amount.
  - e. If person in charge allows tenant to move in after notice from City without disclosing such nuisance to tenant, person in charge must also pay tenant relocation costs.
- 6. **Emergency Closure of Property:** If City determines there is a significant health/safety concern, the City can seek court order for immediate closure of property. In such event, the notice provisions need not be followed. This would be in an extreme case.

NOTE: Even if a property is not deemed a chronic nuisance property, a property may be subject to abatement of a nuisance under Ch. 8.04. In such event, upon a determination by a code enforcement officer that a nuisance exists as defined in that Chapter, the property must be posted for abatement of the nuisance with a copy mailed to the owner or person in charge. Within 7-days of posting and mailing the notice, the person in charge must abate the nuisance or establish that no such nuisance exists. If attempting to establish no nuisance exists, the person in charge must file a statement of reasons with the recorder which shall be referred to the City Manager for determination as to whether a nuisance exists. The City Manager's decision may be appealed to City Council within 3-days of issuance of the decision. Upon final determination that a nuisance exists, it must be abated within 3-days. If not abated, the City is authorized to enter property to abate and the total costs will be assessed to the property owner. In addition, in the event of imminent danger to life or property, the City may proceed to summarily abate the nuisance.

## Chapter 8.02

### CHRONIC NUISANCE PROPERTY

#### Sections:

- 8.02.010 Definitions.**
- 8.02.020 Violation.**
- 8.02.030 Procedure--Notice.**
- 8.02.040 Commencement of action--Remedies.**
- 8.02.050 Emergency closure during pendency of action.**
- 8.02.060 Enforcement--Costs.**
- 8.02.070 Severability.**

#### 8.02.010 Definitions.



For purposes of this chapter, the following definitions apply:

“Chronic nuisance property” means property on which two or more nuisance activities (as defined below) have occurred during any thirty-day period; property on which, or within two hundred feet of, any person associated with the property has engaged in two or more nuisance activities during any thirty-day period; or property which, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses under Oregon law have occurred within the previous thirty days; and the execution of the search warrant has resulted in the discovery of such controlled substances and/or property on which two or more citations for violations of the nuisance ordinance Chapter [8.04](#) have been served on the owner, tenant, agent, guest or licensee of the property in any consecutive thirty-day period.

“Nuisance activities” means any of the following activities, behaviors or criminal conduct, as defined under Oregon state law: harassment; intimidation; disorderly conduct; assault or menacing; sexual abuse, contributing to the delinquency of a minor, or sexual misconduct; public indecency; prostitution or related offenses; alcoholic liquor violations; theft; arson or related offenses; possession, manufacture, or delivery of a controlled substance or related offenses; illegal gambling; criminal mischief; any attempt to commit (as defined by ORS [161.405](#)), or conspiracy to commit (as defined by ORS [161.455](#)), any of the above offenses; unlawful discharge of a firearm; unlawful operation of sound-producing or reproducing equipment or unnecessary noise.

“Control” means the ability to regulate, restrain, dominate, counteract or govern conduct that occurs on a property.

“Person in charge” means any person, in actual or constructive possession of a property, including but not limited to an owner or occupant of property under his or her dominion, ownership or control.

“Permit” means to suffer, allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the commission of an act.

“Person” means any natural person, agent, association, firm, partnership or corporation capable of owning, occupying or using property in the city of Central Point.

“Property” means any property, including land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residential premises, room, house, parking area, loading area,

landscaping, building or structure or any separate part, unit or portion thereof, or any business equipment, whether or not permanent. For property consisting of more than one unit, property is limited to the unit or the portion of the property on which any nuisance abatement has occurred or is occurring, but includes areas of the property used in common by all units of property including without limitation other structures erected on the property and areas used for parking, loading and landscaping.

“Person associated with” means any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit a property or person present on a property, including without limitation any officer, director, customer, agent, employee, or any independent contractor of a property, person in charge, or owner thereof. (Ord. 2012 §1, 2015; Ord. 1918(part), 2008).

#### **8.02.020 Violation.**



A. Any property within the city of Central Point which is a chronic nuisance property is in violation of these provisions and subject to the remedies prescribed herein.

B. Any person in charge who permits property to be a chronic nuisance property shall be in violation of these provisions and subject to the remedies prescribed herein. (Ord. 1918(part), 2008).

#### **8.02.030 Procedure--Notice.**



A. When the chief of police receives a police report documenting the occurrence of a nuisance activity on or within two hundred feet of a property within the city, the chief or the chief's designee shall independently review such reports to determine whether they describe any acts enumerated under nuisance activities above. Following such review, the chief may notify the person in charge in writing that the property is in danger of becoming chronic nuisance property. The notice shall contain the following information:

1. The street address or a legal description sufficient for identification of the property.
2. A statement that the chief has information that the property may be chronic nuisance property, with a concise description of the nuisance activities that may exist or that have occurred. The chief shall offer the person in charge an opportunity to propose a course of action that the chief agrees will abate the nuisance activities giving rise to the violation.
3. Demand that the person in charge respond to the chief within ten days to discuss the nuisance activities.

B. After notification of nuisance activities to a person in charge, when the chief receives a police report documenting the occurrence of a second nuisance activity at or within two hundred feet of a property and determines that the property has become a chronic nuisance property, the chief shall notify the person in charge in writing that the property has been determined to be a chronic nuisance property. The notice shall contain the following information:

1. The street address or legal description sufficient for identification of the property.
2. A statement that the chief has determined the property to be a chronic nuisance property with a concise description of the nuisance activities leading to his findings.
3. Demand that the person in charge respond within ten days to the chief and propose a course of action that the chief agrees will abate the nuisance activities giving rise to the violation.

4. Service shall be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the person in charge at the address of the property, or such other place which is likely to give the person in charge notice of the determination by the chief.
5. A copy of the notice shall be served on the owner at such address as shown on the tax rolls of the county, and/or the occupant at the address of the property, if these persons are different than the person in charge, and shall be made either personally or by first class mail, postage prepaid.
6. A copy of the notice shall also be posted at the property if ten days have elapsed from the service or mailing of the notice to the person in charge and the person in charge has not contacted the chief.
7. The failure of any person to receive notice that the property may be a chronic nuisance property shall not invalidate or otherwise affect the proceedings under these provisions.

C. If after the notification, but prior to the commencement of legal proceedings by the city pursuant to these provisions, a person in charge stipulates with the chief that the person in charge will pursue a course of action the parties agree will abate the nuisance activities giving rise to the violation, the chief may agree to postpone legal proceedings for a period of not less than ten nor more than thirty days.

D. Concurrent with any notification procedures set forth above, the chief shall send copies of the notice, as well as any other documentation which supports legal proceedings against the property, to the city attorney.

E. When a person in charge makes a response to the chief, any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any nuisance activities have or are occurring. This section does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose. (Ord. 1918(part), 2008).

#### **8.02.040 Commencement of action--Remedies.**



A. The city council may, by resolution after affording the person in charge of the property an opportunity to be heard before the council, authorize the city attorney to commence legal proceedings in a court of competent jurisdiction to enjoin or abate chronic nuisance property and to seek closure, the imposition of civil penalties against any or all of the persons in charge thereof, and any such

other relief deemed appropriate. Proof shall be by a preponderance of the evidence.

B. If, after the commencement but prior to the trial of any action or suit brought by the city, a person in charge of chronic nuisance property stipulates with the city that he or she will pursue a course of action the parties agree will abate the nuisance activities giving rise to the violation, the city may agree to stay proceedings for a period of not less than ten nor more than sixty days, except in the case of nuisance activity involving drugs where a search warrant was executed at the property. The person in charge or the city may thereafter petition the court for such additional periods of time as may be necessary to complete the action(s) to abate the nuisance activities. However, in the event that the city reasonably believes the person in charge of a property is not diligently pursuing the action(s) necessary to abate the nuisance activities, the city may apply to the court for release from the stay and may seek such relief as is deemed appropriate.

C. It is a defense to an action for chronic nuisance property that the person in charge at all material times could not, in the exercise of reasonable care or diligence, determine that the property had become chronic

nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the determination that the property is chronic nuisance property.

D. In the event a court determines property to be chronic nuisance property, the court shall order that the property be closed and secured against all access, use and occupancy for a period of not less than six months, nor more than one year. The court shall retain jurisdiction during any period of closure. The person in charge may petition the court for an order reducing the period of closure if the person in charge and the city stipulate that the nuisance has been and will continue to be abated.

E. If a property is found to be chronic nuisance property, the person in charge of the chronic nuisance property is subject to a civil penalty of up to one hundred dollars per day for each day nuisance activities occurred on the property following notice.

F. In establishing the amount of any civil penalty requested, the court may consider any of the following factors and shall cite those found applicable:

1. The actions taken by the person in charge to mitigate or correct the nuisance activities at the property;
2. The financial condition of the person in charge;
3. Whether the problem at the property was repeated or continuous;
4. The magnitude or gravity of the problem;
5. The cooperativeness of the person in charge with the city;
6. The cost of the city of investigating and correcting or attempting to correct the nuisance activities; and
7. Any other factor deemed by the court to be relevant.

G. Nothing in these provisions shall require any conviction for criminal activities prior to the commencement of any action provided herein. (Ord. 1918(part), 2008).

#### **8.02.050 Emergency closure during pendency of action.**



If warranted, the city may seek emergency closure of the property. Any emergency closure proceeding initiated under this provision shall be based on evidence showing that nuisance activities have occurred on the property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an order of emergency closure shall be governed by the provisions of Oregon Rule of Civil Procedure 79 for obtaining temporary restraining orders. In such an event the notification procedures set forth above need not be complied with. (Ord. 1918(part), 2008).

#### **8.02.060 Enforcement--Costs.**



A. The court may authorize the city to physically secure the property against all access, use or occupancy in the event that the person in charge fails to do so within the time specified by the court. In the event that the city is authorized to secure the property, all costs reasonably incurred by the city to physically secure the property shall be paid to the city by the person in charge and may be included in the city's money judgment. As used in this section, "costs" means those costs actually incurred by city for physically securing the property, as well as tenant relocation costs pursuant to this section.

B. The city department(s) physically securing the property shall prepare a statement of costs and the city shall thereafter submit that statement to the court for its review. If no objection to the statement is made within the period prescribed by Oregon Rule of Civil Procedure 68, the statement of costs shall be included in the city's money judgment.

C. Judgments imposed by this chapter shall bear interest at the rate of nine percent per year from the date the judgment is entered.

D. Any person who is assessed the costs of physically securing the property by the court shall be personally liable for the payment thereof to the city.

E. The person in charge shall pay reasonable relocation costs of a tenant as defined by ORS [90.100](#)(31) if, without actual notice, the tenant moved into the property after either:

1. A person in charge received a notice from the chief's determination that the property may be nuisance property; or
2. A person in charge received notice of an action brought to close a chronic nuisance property. (Ord. 1918(part), 2008).

#### **8.02.070 Severability.**



The provisions of this chapter are intended to be consistent with any applicable provisions of state law. If any provision, or its application to any person or circumstances, is held to be invalid for any reason, the remainder of these provisions, or the application of them to other persons or circumstances, shall not in any way be affected. (Ord. 1918(part), 2008).

## Chapter 8.04 NUISANCES<sup>1</sup>

### Sections:

- 8.04.010 Mill pond--Nuisance.**
- 8.04.020 Mill pond--Unlawful.**
- 8.04.030 Poplar trees.**
- 8.04.035 Unlawful accumulation of junk.**
- 8.04.040 Nuisances affecting public health.**
- 8.04.050 Attractive nuisances.**
- 8.04.060 Ice and snow removal.**
- 8.04.070 Drainage of surface waters.**
- 8.04.080 Unnecessary noise.**
- 8.04.090 Keeping bees.**
- 8.04.095 Trackout prohibited.**
- 8.04.100 Abatement--Notice.**
- 8.04.110 Abatement--By owner.**
- 8.04.120 Abatement--By city.**
- 8.04.130 Abatement--Assessment of costs.**
- 8.04.140 Summary abatement.**
- 8.04.150 Penalty.**

#### **8.04.010 Mill pond--Nuisance.**

 SHARE

The construction and maintenance of a mill pond or other open pond to be filled with water and used in connection with operation of any sawmill, planing mill or like operations is and the same is declared to be a nuisance and dangerous to the public health and welfare of the citizens of the city. (Ord. 301 §1, 1951).

#### **8.04.020 Mill pond--Unlawful.**

 SHARE

It is unlawful for any person, persons, firm or corporation or any agent for such person, persons, firm or corporation, or an employee thereof to construct and maintain any pond or open excavation to be filled with water and used in the operation of any sawmill, planing mill or other mill business. (Ord. 301 §2, 1951).

#### **8.04.030 Poplar trees.**

 SHARE

Because of the destructive character of the roots of the poplar trees, in the upheaval of sidewalks and the stoppage of sewer pipes, located and growing within the city said trees are declared to be a nuisance and may be removed and abated according to this chapter. (Ord. 880 §1, 1967).

#### **8.04.035 Unlawful accumulation of junk.**

 SHARE

A. No person shall cause or allow an unsightly or malodorous accumulation of junk, garbage, animal feces, scrap metal, scrap lumber, used tires, discarded building material, discarded vehicles or parts thereof, appliances or fixtures, or dismantled machinery on public or private property unless the property is in lawful use for junk storage or recycling in compliance with applicable state and federal laws and this code.

B. A violation of this section shall be punishable under and subject to the terms of the general penalty section contained in Chapter [1.16](#) of this code.

C. In addition, the unlawful accumulation of junk as defined by this section is declared to be a nuisance and

#### 8.04.040 Nuisances affecting public health.

 SHARE

#### 8.04.050 Attractive nuisances.

 SHARE

C. A nuisance as described in this section may be abated as provided in this chapter. (Ord. 2011 §1(part),

2015; Ord. 817 §2, 1966).

#### **8.04.060 Ice and snow removal.**

[+ SHARE](#)

No person owning or controlling premises, improved or unimproved, abutting upon a public sidewalk within the city shall:

A. Permit snow to remain on the sidewalk for a period longer than the first two hours of daylight after the snow has fallen;

B. Permit the sidewalk to be covered with ice. It shall be the duty of the person within the first two hours of daylight after the ice has formed to remove ice accumulating on the sidewalk or to properly cover it with sand, ashes or other suitable material to assure safe travel. (Ord. 817 §3, 1966).

#### **8.04.070 Drainage of surface waters.**

[+ SHARE](#)

A. No person, owning or controlling any real property shall permit rainwater, ice or snow to fall from a building or structure upon a street or sidewalk or permit any type of surface water from any source whatsoever to flow from the premises across or upon any sidewalk abutting his property.

B. It is made the duty of each person owning or controlling real property abutting upon any sidewalk to provide a proper system of drainage so that any overflow water will not be carried across or upon any sidewalk.

C. The improper drainage of any type of water from any source across or upon any sidewalk is declared to be a nuisance and may be abated as provided in this chapter. (Ord. 817 §4, 1966).

#### **8.04.080 Unnecessary noise.**

[+ SHARE](#)

A. No person shall create, assist in creating, permit, continue or permit the continuance of any loud, disturbing or unnecessary noise in the city.

B. The following acts are declared to be violations of this section, but the enumeration shall not be deemed to be exclusive:

1. The keeping of any animal which by frequent or loud continued noise disturbs the comfort and repose of any person in the vicinity;
2. The use of any vehicle or engine, stationary or moving instrument, device or thing so out of repair or so loaded or operated in such a manner as to create loud or unnecessary grating, grinding, rattling or other noises;
3. The sounding of any horn or signal device on any vehicle on any street or public place of the city, except as a necessary warning of danger to property or person;
4. The use of any mechanical device operated by compressed air, steam or otherwise, unless the noise created thereby is effectively muffled;
5. The erection, including excavation, demolition, alteration or repair of any building, other than between the hours of seven a.m. and six p.m., except upon special permit granted by city staff;
6. The use of any gong or siren upon any vehicle other than fire vehicle or other duly authorized emergency vehicle;

7. The operation of any gasoline engine without having the same equipped with and using thereupon a muffler;
8. The use of a “muffler cutout” on any motor vehicle upon any street;
9. The use or operation of any automatic or electric piano, phonograph, radio, loudspeaker or any sound amplifying device so loud as to disturb persons in the vicinity thereof or in such manner as renders the same a public nuisance; provided however, that upon application to city staff permits may be granted to responsible persons or organizations to broadcast programs of music, news, speeches or general entertainment, said staff to be guided by all considerations of weighing the utility of the use applied for against the harm, if any, to other persons caused by such use;
10. The conducting, operating or maintaining of any garage within one hundred feet of any building used as a private residence, apartment house, rooming house or hotel in such a manner as to cause loud or offensive noises to be emitted therefrom between the hours of eleven p.m. and seven a.m. (Ord. 1755 §1, 1996; Ord. 817 §5, 1966).

#### **8.04.090 Keeping bees.**



- A. No person shall have, keep or maintain or permit to be kept or maintained upon land under his control, any hives, swarms or colonies of bees.
- B. The keeping or maintaining of any hives, colonies or swarms of bees is declared to constitute a public nuisance and may be abated as provided in this chapter. (Ord. 817 §6, 1966).

#### **8.04.095 Trackout prohibited.**



- A. No person shall, by driving or moving a vehicle or by any other means, track or deposit mud, soil or debris of any kind onto the surface of any street, alley, sidewalk or public way.
- B. The tracking of mud, soil or debris onto streets, alleys, sidewalks or public ways is declared to constitute a public nuisance and may be abated as provided in this chapter. (Ord. 1705, 1994).

#### **8.04.100 Abatement--Notice.**



- A. Upon determination by the city's code enforcement officer that a nuisance as defined in this chapter exists, the code enforcement officer shall forthwith cause a notice to be posted on the premises liable for the abatement directing the removal of the nuisance.
- B. At the time of posting, the recorder shall cause a copy of the notice to be forwarded by registered or certified mail, postage prepaid, to the owner or agent in charge of the property at the last known address of the owner or agent.
- C. The notice to abate shall contain:
  1. A description of the real property, by street address or otherwise, on which the nuisance exists;
  2. A direction to remove the nuisance within seven days from the date of the notice;
  3. A description of the nuisance;
  4. A statement that unless the nuisance is removed within the specified period the city will remove the nuisance and the cost of removal shall be a lien against the property;

5. A statement that the owner or agent in charge of the property may protest the action by giving notice to the recorder within two business days from the date of the notice.

D. The person posting and mailing the notice as provided herein shall, upon completion of the posting and mailing, execute and file a certificate stating the date and place of the mailing and posting.

E. An error in the name or address of the owner or agent in charge of the property or the use of a name other than that of the owner or agent shall not make the notice void and in such a case the posted notice shall be deemed sufficient. (Ord. 1896 §1, 2006; Ord. 817 §7, 1966).

#### **8.04.110 Abatement--By owner.**



A. Within seven days after the posting and mailing of the notice as provided in this chapter, the owner or agent in charge of the property shall remove and abate the nuisance or show that no nuisance exists.

B. The owner or agent in charge protesting that no nuisance in fact exists shall file with the recorder a written statement which shall specify the basis for contending that no nuisance exists.

C. The statement shall be referred to the city manager, who shall thereupon determine whether a nuisance in fact exists.

D. The city manager's decision may be appealed to the city council by filing a written request for review no later than three business days after receipt of the city manager's written decision. City council review shall be conducted at the next available city council meeting, at which time all parties with relevant information shall be allowed to be heard.

E. Upon final determination that a nuisance does in fact exist, the owner or agent shall within three days after such final determination remove or abate such nuisance. (Ord. 1969 §1(part), 2013; Ord. 1896 §2, 2006; Ord. 817 §8, 1966).

#### **8.04.120 Abatement--By city.**



A. If within the time fixed, as provided in this chapter, the nuisance has not been abated by the owner or agent in charge of the property, the city's code enforcement officer shall cause the nuisance to be abated.

B. The officer charged with abatement of the nuisance shall have the right at reasonable times to enter into or upon any property in accordance with the provisions of Chapter [1.12](#) to investigate or cause the removal of the nuisance.

C. The finance director shall maintain an accurate record of the expense incurred by the city in abating the nuisance and shall include an overhead charge to cover the cost of administration.

D. The total cost, including the administrative overhead, shall thereupon be assessed to the property as hereinafter provided. (Ord. 1896 §3, 2006; Ord. 817 §9, 1966).

#### **8.04.130 Abatement--Assessment of costs.**



A. A notice of the assessment shall be forwarded by registered or certified mail, postage prepaid, to the owner or agent in charge of the property by the recorder. The notice shall contain:

1. The total cost, including administrative overhead, of the abatement;

2. A statement that the cost as indicated will become a lien against the property unless paid within

sixty days;

3. A statement that if the owner or agent in charge of the property objects to the cost of the abatement as indicated, he may file a notice of objection with the recorder within thirty days from the date of the notice.

B. Upon the expiration of thirty days after the date of the notice, objections to the proposed assessment shall be heard and determined by the council in its regular course of business.

C. An assessment for the cost of abatement as determined by the council shall be made by resolution of the council and shall thereupon be entered in the docket of city liens and, upon such entry being made, it shall constitute a lien upon the property from which the nuisance was removed and abated.

D. The lien shall be enforced in the same manner as liens for street improvements are enforced and shall bear interest at the rate of six percent per year. Such interest shall commence to run thirty days after the entry of the lien in the lien docket.

E. An error in the name of the owner or agent in charge of the property shall not void the assessment nor will a failure to receive the notice of the assessment render the assessment void, but it shall remain a valid lien against the property. (Ord. 817 §10, 1966).

#### **8.04.140 Summary abatement.**

 SHARE

The abatement procedure provided by Sections [8.04.100](#) through [8.04.130](#) is not exclusive; and furthermore, the health officer, the chief of the fire department and the police officers of this city may proceed summarily to abate a health or other nuisance which unmistakably exists and from which there is imminent danger to human life or property, including but not limited to failure to secure medical or homegrown marijuana so as to prevent access by children, visitors, casual passersby, vandals or anyone not licensed, authorized, or legally permitted to possess medical or homegrown marijuana. (Ord. 2011 §1(part), 2015; Ord. 817 §11, 1966).

#### **8.04.150 Penalty.**

 SHARE

Any person convicted of maintaining any nuisance as defined or prohibited in this chapter shall be subject to punishment under the general penalty ordinance. Each day of such violation constitutes a new offense. (Ord. 1716 §10, 1995; Ord. 817 §12, 1966).

# **Business Senior Center Lease**



## STAFF REPORT

Matt Samitore, Director

**To:** City Council  
**From:** Matt Samitore, Central Point Parks and Public Works  
**Subject:** Senior Center Facility Sub-leasing – City Council Recommendation  
**Date:** 10/22/15

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**Purpose:** To make a determination on the liability requirements and rental practices for groups sub-leasing the Central Point Senior Center at 123 N. 2<sup>nd</sup> Street.

**Background:** The Central Point Senior Center is currently sub-leasing the facility at 123 N. 2<sup>nd</sup> Street to groups when the building is not being used by the Central Point Seniors. Groups are usually smaller organizations and have paid minimal rental fees. These fees are used to offset the utilities and provide the Senior Center with a small income to assist in their meal programs.

In June 2015 the Senior Center approached Jennifer Boardman about updating their rental contracts. Jennifer provided samples of rental agreements from local senior centers and the board asked that Jennifer review the forms when completed. Jennifer sent the final documents to the City Attorney to ensure that items in the contract were legal and would cover the City's liability.

One requirement that was placed into the new document is the requirement that all renting groups carry a \$1,000,000 liability insurance policy to use the facility. Most groups that have been using the facility did not have the budget or the revenue to pay for such a policy and decided to discontinue their rental of the facility. This will result in a loss of revenue for the Senior Center.

The Senior Center counts on the revenue earned to off-set expenses for utilities and help with some funding for the meals and activities at the center. Below are some options to assist the Senior Center due to the loss of revenue and cover liability.

**Option #1:** The City pays the electric bill out of the recreation budget for the Senior Center to offset lost revenue due to the requirements for sub-leasing the facility. Not to exceed \$1500. Rental to groups only with proper liability coverage. (In a typical year the Senior Center earns about \$100 per month on rentals). Senior Center Lease agreement with the City is modified to reflect the changed of utility fees being paid by the City.

**Option 2.** The City provides a stipend for utilities to the Senior Center each year for \$2,000. No rental to any outside groups. Senior Center Lease agreement with the City is modified to reflect the stipend.

**Option 3.** Senior Center must require liability coverage for groups using facility and collects all rental fees. The City provides no assistance and revenue earned by the Senior Center is based on rental fees collected from groups that comply with liability requirements.

**Option 4.** Sell the building to the Senior Center.

**Attachments:**

1. Senior Center Lease Agreement

**Staff Recommendation:** Staff recommends that City Council review options provided and make a determination to modify the current lease agreement with the Senior Center to provide the best way to reduce the impacts on City liability as well as impacts to the Center operations.

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## COMMERCIAL LEASE

Date: 4/16, 2015

Between: CITY OF CENTRAL POINT ("Landlord")  
a municipal corporation  
140 S. 3<sup>rd</sup> Street  
Central Point, OR 97502

And: CENTRAL POINT AREA SENIOR CITIZENS, ("Tenant")  
INC., an Oregon non-profit corporation  
123 N. 2<sup>nd</sup> Street  
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:

A commercial business space consisting of approximately 1900 sq ft square feet located at 123 N. 2d Street, Central Point Oregon.

Tenant shall have the right to reasonable use of the common areas surrounding the Premises for parking and ingress and egress consistent with the manner in which such areas are improved, consistent with the terms of this lease, and in common with Landlord. Tenant's use of such areas is subject to reasonable regulation.

### Section 1. Occupancy

**1.1 Original Term.** The term of this lease shall commence on July 1, 2015. The term of this lease shall continue for a period of two (2) years following the commencement date, unless sooner terminated as hereinafter provided.

**1.2 Renewal Option.** If the lease is not in default at the time the option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for one successive term of two (2) years, as follows:

1 – Commercial Lease  
Senior Center

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

(2) The option will be automatically exercised unless written notice to Landlord is given not less than 120 days prior to the last day of the expiring term. The giving of such notice, not to renew, shall be sufficient to make the lease termination binding for the renewal term without further act of the parties. Landlord and Tenant shall then be bound to take the steps required in connection with the determination of rent as specified below.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this lease. Rent for the renewal term shall be continued in the same manner as during the original term.

## **Section 2. Rent**

**2.1 Base Rent.** During the lease term, Tenant shall pay to Landlord, as base rent, the sum of \$1.00 per year.

**2.2 Additional Rent.** Tenant shall pay as additional rent all utility costs including but not limited to electricity, garbage service, telephone and gas and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

## **Section 3. Use of the Premises**

**3.1 Permitted Use.** Tenant shall use the premises for the purpose of operating a senior center, and any activities reasonably related thereto, so long as Tenant remains a viable, active, non-profit corporation.

**3.2 Other Civic Activities.** Tenant shall manage the Premises and may also coordinate and provide for the use of the building for other civic activities, and may charge nominal fees for such other uses and provide for reasonable rules relating thereto. Tenant's right to allow use of the building for other activities is subject to the following terms:

(1) Tenant shall ensure that all other civic users of the Premises provide proof of liability insurance naming the City of Central Point as additional insured prior to being permitted to use the Premises;

(2) All users shall execute an indemnification agreement in substantially the form attached hereto as Exhibit "A" agreeing to release, defend and indemnify the City of Central Point for any damage to person or property caused by such user's use of the Premises;

(3) Activities permitted within the building must be civic in nature such as clubs and community events and shall be subject to the facility use rules attached hereto as Exhibit "B";

(4) Failure of Tenant to comply with the requirements herein is a material breach of this Agreement.

**3.3 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 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 effect 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 reasonably safe by a competent engineer or architect selected by Landlord, which limitations shall be communicated to Tenant in writing.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord, which consent shall not be unreasonably delayed or withheld, provided that Tenant shall have the right to make normal and customary interior decorations to the Premises without the consent of Landlord.

(6) 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 and Maintenance**

##### **4.1 Landlord's Obligations.** The following shall be the responsibility of Landlord:

- (1) Landlord shall be responsible to maintain landscape, parking lot, and exterior building, and exterior water and lighting.
- (2) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and foundation and landscaping.
- (3) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing in the Premises.
- (4) Repair and maintenance of sidewalks, driveways, curbs, parking areas, and areas used in common by Tenant and Landlord.
- (5) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased Premises.
- (6) Repair, replacement and maintenance of the heating and air conditioning system, except those repairs necessitated by Tenant's failure to properly operate the system.

Repairs and maintenance performed by Landlord shall comply with all applicable laws and regulations. Landlord shall not be in default or breach for failure to perform such obligations which are the responsibility of such owners' association, providing Landlord is not otherwise in default or breach of Landlord's obligations pursuant to the declaration of covenants, conditions and restrictions for such office park.

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

- (1) Any repairs, maintenance, and replacements necessitated by the negligence or misuse of Tenant, its agents, employees, and invitees, including any users of the Premises as provided in Section 3.2, except as provided in Section 6.2 dealing with waiver of subrogation, but not including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

- (2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.3.
- (3) All other repairs to the Premises which Landlord is not required to make under Section 4.1 in order to maintain the Premises in first-class repair, operating condition, working order and appearance.

**4.3 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 or any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision, provided however, the activities do not unreasonably disturb Tenant's quiet enjoyment.

**4.4 Reimbursement for Repairs Assumed.** If either party fails or refuses to make repairs that are required by this Section 4, the other party may make the repairs and charge the actual costs of repairs to the first party. Such expenditures shall be reimbursed by the first party on demand together with interest at the rate of 12 percent per annum from the date of expenditure. Such expenditures by Tenant may not be deducted from rent and other payments subsequently becoming due. 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, and the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

**4.5 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 repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

## **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 or delayed. Other than pictures, photographs, wall hangings, and other normal and customary interior decorations to the Premises, Tenant shall not glue, nail, screw or otherwise attach anything to the Premises without first obtaining Landlord's written consent, which consent will 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 specifically provides otherwise. Improvements

and alterations installed by Tenant 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 on its personal property located on the Premises. Tenant shall pay as due any and all real property taxes and special assessments that may be levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant except for those fees and charges described in Section 7.2.

**7.2 Payment of Utilities Charges.** Except as provided in this Section 7.2, Tenant 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, internal water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services. Tenant shall pay street systems development charges and other charges and fees from the City of Central which are billed by the City with its billings for water and sewage disposal charges. In the event that any utility services are provided by or through Landlord, Landlord shall provide full documentation of all expenses and related charges.

**Section 8. Damage and 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.

## **Section 9. Liability and Indemnity**

### **9.1 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 12 percent per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(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.

**9.2 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, unless such condition is caused by or occurred through the negligence of Landlord. 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.

**9.3 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) with a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 9.2, 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 10. Assignment and Subletting.** Except as otherwise provided in Section 3.2 herein, no part of the Premises may be assigned, mortgaged, or subleased without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. 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. Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease in the event of sublease or assignment.

## **Section 11. Default**

The following shall be events of default:

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

**11.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter, proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**11.3 Insolvency/Loss of Nonprofit Status.** 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, and/or loss of nonprofit status shall constitute a 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.

**11.4 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 12. Remedies on Default**

**12.1 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.

**12.2 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

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

(2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property 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.

(3) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

**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 12 percent 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 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.

IN WITNESS WHEREOF, CITY OF CENTRAL POINT, as "Landlord", and CENTRAL POINT AREA SENIOR CITIZENS, INC., as "Tenant", have signed and acknowledged this agreement the day and year first above written.

CENTRAL POINT AREA SENIOR  
CITIZENS, INC.,

By: 

Its:

**"Tenant"**

CITY OF CENTRAL POINT

By:  PPWDirector  
4/16/15

Its:

**"Landlord"**

11 – Commercial Lease  
Senior Center

## EXHIBIT "A"

### **Indemnification Agreement for Users of Premises to be executed as a condition of use of the Premises**

In partial consideration for (Name of User of Premises) right to use the Premises located at 123 N. 2<sup>nd</sup> Street, Central Point, Oregon, the undersigned shall indemnify and defend the City of Central Point from any claim, loss, or liability arising out of or related to any activity of the undersigned on the Premises or any condition of the Premises in the possession or under the control of the undersigned, unless such condition is caused by or occurred through the negligence of the City of Central Point. The City of Central Point shall have no liability to the undersigned for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by the City of Central Point's negligence or intentional or fraudulent act or omission of the City, or its employees.

Date: \_\_\_\_\_

## **EXHIBIT "B"**

### **Facility Use Guidelines**

1. Users must set-up and remove any chairs, tables, and equipment used in the rented area. Rented area must be returned to its original condition and equipment arrangement.
2. All equipment and supplies must be removed at the completion of the rental. In the event that your rental required additional equipment, tables, chairs or AV equipment that was provided by the Senior Center, these items must be placed back into their proper storage area.
3. Attendance is limited to the occupant load of the facility as established by the City Fire Marshall or as determined by the City of Central Point.
4. Renters are to adhere to the following rules:
  - a. No smoking or tobacco use on City property (inside or outside)
  - b. No alcoholic beverages on City property (inside or outside)
  - c. No bicycles, skateboards or roller skates in the building
  - d. No open flames, sterno, candles or incense
  - e. Close windows and turn off lights as you leave your area
5. Users shall not drive any nails, screws, tacks, pins or other objects into the floors, walls, ceilings, partitions, doors and window casings. The use of duct tape on walls is prohibited.
6. No structure or sets are to be built unless specifically provided for herein, and no shrubbery or trees are to be cut, trimmed or injured.
7. Sound amplification permit must be requested from the City of Central Point when applying to use the facility.
8. At no time shall exits or electrical panels be covered or obstructed.
9. No equipment, tables, chairs or any other items that cause obstruction can be placed in hallways.
10. Authorized representatives of the City or the Senior Center have the right to enter the facility/area any time during a scheduled event.
11. If any damage is done to the facility during the course of the reservation, or the user leaves the premises in a messy condition, the Senior Center may assess an additional fee to cover the costs of repairs or cleanup, including additional costs.

12. The City of Central Point and/or the Senior Center retains the right to cancel a reservation due to unforeseen circumstances or to revoke permission for use of the facility at any time.
13. The Central Point Parks and Recreation Department and/or Senior Center may terminate rental activity when necessary for the safety and enjoyment of the public, if the user violates rules and regulations of the City of Central Point, or if cancellation is deemed necessary in the public interest. No refunds of fees, rents, or deposits will be made due to the termination of the rental through the violation of rules.
14. Users may not assign or sublease any portion of the premises, or any rights under the permit without prior approval. Any such assignment or sublease shall be void and the City or Senior Center shall have the right to exclude any and all persons from the facility attempting to exercise any right or privilege under such assignment or sublease.
15. Requests to hold events that include sales of merchandise or goods may require City Council approval.

# **Business**

## **Rogue Disposal Rate Adjustment**



## ADMINISTRATION DEPARTMENT

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

### STAFF REPORT

October 22<sup>nd</sup>, 2015

#### **AGENDA ITEM: Review of Rogue Disposal & Recycling's annual consumer price index based rate adjustment**

#### **STAFF SOURCE:**

Chris Clayton, City Manager

#### **BACKGROUND/SYNOPSIS:**

The Franchise Agreement between the City of Central Point and Rogue Disposal allows for an annual consumer price index (CPI) rate adjustment. The adjustment must be reviewed by the City to ensure accuracy and that all the provisions of the franchise agreement are met. Having reviewed Rogue Disposal & Recycling's proposed 0.2% rate increase, and the requirements of the current franchise agreement, I have found the calculations to be both accurate and appropriate.

#### **FISCAL IMPACT:**

The proposed 0.2% CPI rate adjustment has the following impact Central Point residential customers:

35 gallon cart @ curb \$17.06/per month – Net Change (+\$.03)

65 gallon cart @ curb \$28.59/per month – Net Change (+\$.05)

95 gallon cart @ curb \$40.12/per month – Net Change (+\$.07)

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

#### **ATTACHMENTS:**

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

#### **RECOMMENDATION:**

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

#### **PUBLIC HEARING REQUIRED:**

No

#### **SUGGESTED MOTION:**

I move to approve the Rogue Disposal and Recycling's 2015 proposed rate adjustment of 0.2%.



September 29, 2015

Mr. Christopher Clayton  
City Administrator  
City of Central Point  
155 South 2<sup>nd</sup> St.  
Central Point, OR 97502

One West Main, Suite 401  
Medford, OR 97501  
541 779 4161  
roguedisposal.com

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

Dear Mr. Clayton:

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

The Consumer Price Index (CPI) percentage change between August 2014 (237.9) and August 2015 (238.3) equals a percentage change of .2%. Please see enclosed table taken from the Bureau of Labor Statistics Data setting forth the Consumer Price Index-All Urban Consumers for years 2014 and 2015. Accordingly, under the Annual Rate Adjustment Formula, the service rate for a particular rate category is multiplied by .2% plus the current service rate which equals the "Adjusted Rate Category Rate" (ARCR). For example, residential garbage/curbside recycling-one-can current rate of \$17.03 renders the following adjustment:

$$\$17.03 \times .2\% \text{ (CPI)} = \$0.03$$

Thus, the rate as of January 1, 2016 adjusted for the CPI (.2%) equals:

$$\$17.03 + \$0.03 = \$17.06 \text{ (ARCR)}$$

I have enclosed a copy of Exhibit "D" Schedule of Approved Maximum Monthly Collection Rates for City of Central Point, effective January 1, 2015, which sets forth the current RCR. The new rates reflecting the ARCR are attached hereto as Exhibit "C", amended as of January 1, 2016.

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

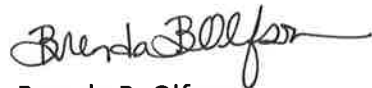
As required by the franchise, 30 days written notice (this includes electronic notice for our customers who have opted for "paperless" communication) will be provided to customers of all rate changes. In an effort to proceed with this rate change as environmentally friendly and inexpensively as possible, our goal is to use statement inserts (as well as electronic notices) to notify customers of this rate change in our October 30 billing.

*Timing wise, to enable us to do this, we would ask that any calculation questions you may have be submitted to us by Friday, October 23, 2015.*

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

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Brenda B. Olfson", with a stylized flourish at the end.

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

SMG/ERS  
Encl

# CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

August 2015

## ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

| MONTHLY DATA                         | All Urban Consumers (CPI-U) |          |          |                |                 |          | Urban Wage Earners and Clerical Workers (CPI-W) |          |          |                |                 |          |
|--------------------------------------|-----------------------------|----------|----------|----------------|-----------------|----------|---|----------|----------|----------------|-----------------|----------|
|                                      | Indexes                     |          |          | Percent Change |                 |          | Indexes   |          |          | Percent Change |                 |          |
|                                      |                             |          |          | Year ending    | 1 Month ending  |          |   |          |          | Year ending    | 1 Month ending  |          |
|                                      | Aug 2014                    | Jul 2015 | Aug 2015 | Jul 2015       | Aug 2015        | Aug 2015 | Aug 2014  | Jul 2015 | Aug 2015 | Jul 2015       | Aug 2015        | Aug 2015 |
| U. S. City Average.....              | 237.852                     | 238.654  | 238.316  | 0.2            | 0.2             | -0.1     | 234.030   | 233.806  | 233.366  | -0.3           | -0.3            | -0.2     |
| (1967=100).....                      | 712.498                     | 714.902  | 713.890  | -              | -               | -        | 697.105   | 696.436  | 695.127  | -              | -               | -        |
| Los Angeles-Riverside-Orange Co..... | 243.556                     | 247.066  | 246.328  | 1.4            | 1.1             | -0.3     | 236.504   | 239.889  | 238.755  | 1.2            | 1.0             | -0.5     |
| (1967=100).....                      | 719.571                     | 729.944  | 727.763  | -              | -               | -        | 698.942   | 708.947  | 705.594  | -              | -               | -        |
| West .....                           | 241.660                     | 245.040  | 244.737  | 1.3            | 1.3             | -0.1     | 235.820   | 238.151  | 237.791  | 0.9            | 0.8             | -0.2     |
| (Dec. 1977 = 100) .....              | 390.630                     | 396.093  | 395.603  | -              | -               | -        | 379.421   | 383.172  | 382.593  | -              | -               | -        |
| West – A*.....                       | 246.740                     | 251.114  | 250.699  | 1.6            | 1.6             | -0.2     | 239.327   | 242.685  | 242.192  | 1.2            | 1.2             | -0.2     |
| (Dec. 1977 = 100) .....              | 402.344                     | 409.476  | 408.799  | -              | -               | -        | 387.424   | 392.859  | 392.061  | -              | -               | -        |
| West – B/C**(Dec. 1996=100).....     | 144.317                     | 144.917  | 144.752  | 0.3            | 0.3             | -0.1     | 144.470   | 144.634  | 144.490  | 0.0            | 0.0             | -0.1     |
| BI-MONTHLY DATA                      | All Urban Consumers (CPI-U) |          |          |                |                 |          | Urban Wage Earners and Clerical Workers (CPI-W) |          |          |                |                 |          |
|                                      | Indexes                     |          |          | Percent Change |                 |          | Indexes   |          |          | Percent Change |                 |          |
|                                      |                             |          |          | Year ending    | 2 Months ending |          |   |          |          | Year ending    | 2 Months ending |          |
|                                      | Aug 2014                    | Jun 2015 | Aug 2015 | Jun 2015       | Aug 2015        | Aug 2015 | Aug 2014  | Jun 2015 | Aug 2015 | Jun 2015       | Aug 2015        | Aug 2015 |
| San Francisco-Oakland-San Jose.....  | 253.354                     | 259.117  | 259.917  | 2.3            | 2.6             | 0.3      | 249.877   | 254.736  | 256.060  | 1.9            | 2.5             | 0.5      |
| (1967=100).....                      | 778.880                     | 796.597  | 799.058  | -              | -               | -        | 760.897   | 775.692  | 779.724  | -              | -               | -        |
| Seattle-Tacoma-Bremerton.....        | 247.185                     | 251.622  | 251.617  | 1.6            | 1.8             | 0.0      | 244.471   | 246.925  | 247.500  | 1.1            | 1.2             | 0.2      |
| (1967=100).....                      | 753.515                     | 767.041  | 767.027  | -              | -               | -        | 725.101   | 732.380  | 734.085  | -              | -               | -        |

\* A = 1,500,000 population and over

\*\* B/C = less than 1,500,000 population

Dash (-) = Not Available.

Release date Sep. 16, 2015. The next monthly releases are scheduled for Oct. 15, 2015. The next bi-monthly releases are scheduled for Nov. 17, 2015.

Please note: Customers can receive hotline information by calling the BLS West Region Information Office: (415) 625-2270.

This card is available on the day of release by electronic distribution. Just go to [www.bls.gov/bls/list.htm](http://www.bls.gov/bls/list.htm) and sign up for the free on-line delivery service. For questions, please contact us at [BLSinfoSF@BLS.GOV](mailto:BLSinfoSF@BLS.GOV) or (415) 625-2270.

**EXHIBIT C**  
**CITY OF CENTRAL POINT, OREGON**  
**ROGUE DISPOSAL AND RECYCLING, INC.**  
**MAXIMUM MONTHLY COLLECTION RATES**  
**EFFECTIVE JANUARY 1, 2016**

**Residential Collection**

|   |          |           |
|---|----------|-----------|
| Garbage/Curbide Recycling               |          |           |
| 35 gallon cart @ curb (1 can service)   | \$ 17.06 | Per month |
| 65 gallon cart @ curb (2 can service)   | \$ 28.59 | Per month |
| 95 gallon cart @ curb (3 can service)   | \$ 40.12 | Per month |
| Each Additional Can Serviced Weekly     | \$ 11.53 | Per month |
| Extra 32 gallon Can or Bag On Route     | \$ 4.27  | Each      |
| Special Pick-up - Non-Garbage Customer  | \$ 14.47 | Each      |
| Recycling Cart - Non-Garbage Customer   | \$ 5.04  | Per month |
| Green Waste Cart - Garbage Customer     | \$ 6.50  | Per month |
| Green Waste Cart - Non-Garbage Customer | \$ 8.33  | Per month |

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**Commercial (Front-Load)**

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

|                  | 1 1/2 YD  | 2 YD      | 3 YD      | 4 YD        | 6 YD        | 8 YD        |
|------------------|-----------|-----------|-----------|-------------|-------------|-------------|
| <b>1 x Week</b>  | \$ 114.24 | \$ 148.91 | \$ 176.40 | \$ 228.40   | \$ 328.17   | \$ 427.84   |
| <b>2 x Week</b>  | \$ 185.05 | \$ 239.95 | \$ 332.50 | \$ 423.54   | \$ 592.74   | \$ 760.37   |
| <b>3 x Week</b>  | \$ 267.43 | \$ 341.17 | \$ 475.61 | \$ 599.93   | \$ 904.94   | \$ 1,210.00 |
| <b>4 x Week</b>  | \$ 349.82 | \$ 429.34 | \$ 608.60 | \$ 812.44   | \$ 1,189.70 | \$ 1,568.51 |
| <b>5 x Week</b>  | \$ 417.78 | \$ 517.47 | \$ 761.84 | \$ 1,007.57 | \$ 1,477.42 | \$ 1,947.22 |
| <b>6 x Week</b>  | \$ 474.15 | \$ 620.19 | \$ 904.94 | \$ 1,201.31 | \$ 1,763.62 | \$ 2,326.00 |
| <b>Extra p/u</b> | \$ 41.18  | \$ 49.84  | \$ 67.20  | \$ 84.60    | \$ 119.27   | \$ 153.95   |

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**Industrial (Roll-off)**

**DROP BOX SERVICE RATES**

| <b><u>SIZE</u></b>          | <b>RATE PER LOAD</b> |                       | <b>DAILY RENT</b>  |                    |
|-----------------------------|----------------------|-----------------------|--------------------|--------------------|
|                             | <b><u>LOOSE</u></b>  | <b><u>COMPACT</u></b> | <b><u>PERM</u></b> | <b><u>TEMP</u></b> |
| 10 Yard Box (rate per haul) | \$ 232.86            | \$ 390.26             | \$ 2.48            | \$ 4.95            |
| 20 Yard Box (rate per haul) | \$ 350.06            | \$ 662.49             | \$ 3.11            | \$ 6.19            |
| 27 Yard Box (rate per haul) | \$ 432.26            |                       | \$ 3.71            | \$ 7.43            |
| 30 Yard Box (rate per haul) | \$ 466.96            |                       | \$ 3.71            | \$ 7.43            |
| 33 Yard Box (rate per haul) | \$ 500.16            |                       | \$ 3.71            | \$ 7.43            |
| 40 Yard Box (rate per haul) | \$ 605.86            |                       | \$ 3.71            | \$ 7.43            |
| 50 Yard Box (rate per haul) | \$ 757.64            |                       | \$ 3.71            | \$ 7.43            |

**EXHIBIT C**  
**CITY OF CENTRAL POINT, OREGON**  
**ROGUE DISPOSAL AND RECYCLING, INC.**  
**MAXIMUM MONTHLY COLLECTION RATES**  
**EFFECTIVE JANUARY 1, 2016**

**Residential Collection Miscellaneous Charges**

|          |   |
|----------|---|
| \$ 23.91 | Exchange Roll Cart                      |
| \$ 1.97  | 32 Gal Can Extra GW Pick-Up             |
| \$ 1.36  | Extra GW Cart Rent Per Month            |
| \$ 2.60  | On Call Extra GW Cart Pick-up           |
| \$ 6.43  | Recycle Bin Not Returned                |
| \$ 2.60  | For Each Addtl Resident Roll Cart       |
| \$ 22.05 | Off Route Charge                        |
| \$ 53.26 | 35 Gal Lost Cart Replacement            |
| \$ 61.93 | 65 Gal Lost Cart Replacement            |
| \$ 78.03 | 95 Gal Lost Cart Replacement            |
| \$ 5.56  | Cart/Can not at Curb (per Month)        |
| \$ 5.81  | Long Driveway with Cart (per Month)     |
| \$ 99.09 | Misc. Labor (Truck and Driver) per Hour |
| \$ 43.35 | Misc. Labor (Helper) per Hour           |
| \$ 41.98 | Small Quantity Pgm - 5 Pre-Paid Bags    |
| \$ 57.98 | Small Quantity Pgm - 10 Pre-Paid Bags   |
| \$ 64.40 | 1st Appliance                           |
| \$ 32.20 | Ea. Additional Appliance                |
| \$ 12.38 | Tire - Passenger                        |
| \$ 24.77 | Tire - Truck                            |
| \$ 24.77 | Misc. Loose Waste - Per Yard            |
| \$ 7.81  | Christmas Tree - Per 3 Ft Section       |

**Commercial Collection Special Charges**

|           |  |                |               |
|-----------|--|----------------|---------------|
| \$ 24.77  | Per month temporary container rental                                       |                |               |
| \$ 24.77  | Per month temporary cardboard only; waived if minimum p/u every other week |                |               |
| \$ 32.20  | Trip charge/pull fee   |                |               |
| \$ 49.54  | Cleaning   |                |               |
| \$ 49.54  | Deposit  |                |               |
| \$ 49.54  | Pickup & Delivery  |                |               |
| \$ 14.87  | Pull Out from 30-90 ft (multiply by p/u per week)                          |                |               |
| \$ 11.15  | Key Acct   |                |               |
| \$ 6.19   | Per month auto lock container  |                |               |
| \$ 19.82  | Lock replacement   |                |               |
| \$ 100.31 | 6 yd. or under FL compactor cleaning fee                                   |                |               |
|           |  | <u>Deliver</u> | <u>Pickup</u> |
| \$ 108.50 | Bin for a day - 5 yard - 24 hours 1 Dump                                   |                |               |
| \$ 122.97 | Bin for a week-end - 5 yard - 48 hours 1 Dump                              | Fri            | Mon am        |
| \$ 137.42 | Bin for 72 hours - 5 yard - 1 Dump   | 1st day        | 4th day       |
| \$ 83.83  | Yard debris bin for a day - 5 yard - 24 hours 1 Dump                       |                |               |
| \$ 97.81  | Yard debris bin for a week-end - 5 yard 1 Dump                             | Fri            | Mon am        |
| \$ 111.80 | Yard debris bin for 72 hours - 5 yard 1 Dump                               | 1st day        | 4th day       |

**Industrial Special Charges**

|           |   |
|-----------|---|
| \$ 33.09  | Compactor - Per Yard Under 20 Yds                                   |
| \$ 30.61  | Compactor - Per Yard 20 Yds and Over                                |
| \$ 110.24 | Compactor Cleaning  |
| \$ 32.20  | Trip Charge(move box @ location) / Turn Around Charge               |
| \$ 104.05 | Haul Fee - Asbestos Box (Requires special per yard disposal charge) |
| \$ 104.05 | Wood Box Haul Fee   |
| \$ 2.48   | Per Mile, starting after border boundary                            |
| \$ 24.77  | Car tire in drop box  |
| \$ 37.15  | Truck tire in drop box  |
| \$ 64.40  | Haul Fee to haul appliance from landfill to transfer station        |

**EXHIBIT D**  
**CITY OF CENTRAL POINT, OREGON**  
**ROGUE DISPOSAL AND RECYCLING, INC.**  
**MAXIMUM MONTHLY COLLECTION RATES**  
**EFFECTIVE JANUARY 1, 2015**

**Residential Collection**

|   |    |                 |
|---|----|-----------------|
| Garbage/Curbide Recycling               |    |                 |
| 35 gallon cart @ curb (1 can service)   | \$ | 17.03 Per month |
| 65 gallon cart @ curb (2 can service)   | \$ | 28.54 Per month |
| 95 gallon cart @ curb (3 can service)   | \$ | 40.05 Per month |
| Each Additional Can Serviced Weekly     | \$ | 11.51 Per month |
| Extra 32 gallon Can or Bag On Route     | \$ | 4.26 Each       |
| Special Pick-up - Non-Garbage Customer  | \$ | 14.44 Each      |
| Recycling Cart - Non-Garbage Customer   | \$ | 5.03 Per month  |
| Green Waste Cart - Garbage Customer     | \$ | 4.50 Per month  |
| Green Waste Cart - Non-Garbage Customer | \$ | 5.77 Per month  |

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**Commercial (Front-Load)**

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

|                  | 1 1/2 YD  | 2 YD      | 3 YD      | 4 YD        | 6 YD        | 8 YD        |
|------------------|-----------|-----------|-----------|-------------|-------------|-------------|
| <b>1 x Week</b>  | \$ 114.01 | \$ 148.61 | \$ 176.05 | \$ 227.94   | \$ 327.51   | \$ 426.99   |
| <b>2 x Week</b>  | \$ 184.68 | \$ 239.47 | \$ 331.84 | \$ 422.69   | \$ 591.56   | \$ 758.85   |
| <b>3 x Week</b>  | \$ 266.90 | \$ 340.49 | \$ 474.66 | \$ 598.73   | \$ 903.13   | \$ 1,207.58 |
| <b>4 x Week</b>  | \$ 349.12 | \$ 428.48 | \$ 607.39 | \$ 810.82   | \$ 1,187.33 | \$ 1,565.38 |
| <b>5 x Week</b>  | \$ 416.95 | \$ 516.44 | \$ 760.32 | \$ 1,005.56 | \$ 1,474.47 | \$ 1,943.33 |
| <b>6 x Week</b>  | \$ 473.20 | \$ 618.95 | \$ 903.13 | \$ 1,198.91 | \$ 1,760.10 | \$ 2,321.36 |
| <b>Extra p/u</b> | \$ 41.10  | \$ 49.74  | \$ 67.07  | \$ 84.43    | \$ 119.03   | \$ 153.64   |

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**Industrial (Roll-off)**

**DROP BOX SERVICE RATES**

| <b><u>SIZE</u></b>          | <b>RATE PER LOAD</b> |                       | <b>DAILY RENT</b>  |                    |
|-----------------------------|----------------------|-----------------------|--------------------|--------------------|
|                             | <b><u>LOOSE</u></b>  | <b><u>COMPACT</u></b> | <b><u>PERM</u></b> | <b><u>TEMP</u></b> |
| 10 Yard Box (rate per haul) | \$ 232.40            | \$ 389.48             | \$ 2.48            | \$ 4.94            |
| 20 Yard Box (rate per haul) | \$ 349.36            | \$ 661.17             | \$ 3.10            | \$ 6.18            |
| 27 Yard Box (rate per haul) | \$ 431.40            |                       | \$ 3.70            | \$ 7.42            |
| 30 Yard Box (rate per haul) | \$ 466.03            |                       | \$ 3.70            | \$ 7.42            |
| 33 Yard Box (rate per haul) | \$ 499.16            |                       | \$ 3.70            | \$ 7.42            |
| 40 Yard Box (rate per haul) | \$ 604.65            |                       | \$ 3.70            | \$ 7.42            |
| 50 Yard Box (rate per haul) | \$ 756.13            |                       | \$ 3.70            | \$ 7.42            |

**EXHIBIT D**  
**CITY OF CENTRAL POINT, OREGON**  
**ROGUE DISPOSAL AND RECYCLING, INC.**  
**MAXIMUM MONTHLY COLLECTION RATES**  
**EFFECTIVE JANUARY 1, 2015**

**Residential Collection Miscellaneous Charges**

|          |   |
|----------|---|
| \$ 23.86 | Exchange Roll Cart                      |
| \$ 1.97  | 32 Gal Can Extra GW Pick-Up             |
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| \$ 2.59  | On Call Extra GW Cart Pick-up           |
| \$ 6.42  | Recycle Bin Not Returned                |
| \$ 2.59  | For Each Addtl Resident Roll Cart       |
| \$ 22.01 | Off Route Charge                        |
| \$ 53.15 | 35 Gal Lost Cart Replacement            |
| \$ 61.81 | 65 Gal Lost Cart Replacement            |
| \$ 77.87 | 95 Gal Lost Cart Replacement            |
| \$ 5.55  | Cart/Can not at Curb (per Month)        |
| \$ 5.80  | Long Driveway with Cart (per Month)     |
| \$ 98.89 | Misc. Labor (Truck and Driver) per Hour |
| \$ 43.26 | Misc. Labor (Helper) per Hour           |
| \$ 41.90 | Small Quantity Pgm - 5 Pre-Paid Bags    |
| \$ 57.86 | Small Quantity Pgm - 10 Pre-Paid Bags   |
| \$ 64.27 | 1st Appliance                           |
| \$ 32.14 | Ea. Additional Appliance                |
| \$ 12.36 | Tire - Passenger                        |
| \$ 24.72 | Tire - Truck                            |
| \$ 24.72 | Misc. Loose Waste - Per Yard            |
| \$ 7.79  | Christmas Tree - Per 3 Ft Section       |

**Commercial Collection Special Charges**

|          |  |
|----------|--|
| \$ 24.72 | Per month temporary container rental                                       |
| \$ 24.72 | Per month temporary cardboard only; waived if minimum p/u every other week |
| \$ 32.14 | Trip charge/pull fee   |
| \$ 49.44 | Cleaning   |
| \$ 49.44 | Deposit  |
| \$ 49.44 | Pickup & Delivery  |
| \$ 14.84 | Pull Out from 30-90 ft (multiply by p/u per week)                          |
| \$ 11.13 | Key Acct   |
| \$ 6.18  | Per month auto lock container  |
| \$ 19.78 | Lock replacement   |
| \$100.11 | 6 yd. or under FL compactor cleaning fee                                   |

|          | <u>Deliver</u>                                       | <u>Pickup</u>   |
|----------|--|-----------------|
| \$108.28 | Bin for a day - 5 yard - 24 hours 1 Dump             |                 |
| \$122.72 | Bin for a week-end - 5 yard - 48 hours 1 Dump        | Fri Mon am      |
| \$137.15 | Bin for 72 hours - 5 yard - 1 Dump                   | 1st day 4th day |
| \$ 83.66 | Yard debris bin for a day - 5 yard - 24 hours 1 Dump |                 |
| \$ 97.61 | Yard debris bin for a week-end - 5 yard 1 Dump       | Fri Mon am      |
| \$111.58 | Yard debris bin for 72 hours - 5 yard 1 Dump         | 1st day 4th day |

**Industrial Special Charges**

|          |   |
|----------|---|
| \$ 33.02 | Compactor - Per Yard Under 20 Yds                                   |
| \$ 30.55 | Compactor - Per Yard 20 Yds and Over                                |
| \$110.02 | Compactor Cleaning  |
| \$ 32.14 | Trip Charge(move box @ location) / Turn Around Charge               |
| \$103.84 | Haul Fee - Asbestos Box (Requires special per yard disposal charge) |
| \$103.84 | Wood Box Haul Fee   |
| \$ 2.48  | Per Mile, starting after border boundary                            |
| \$ 24.72 | Car tire in drop box  |
| \$ 37.08 | Truck tire in drop box  |
| \$ 64.27 | Haul Fee to haul appliance from landfill to transfer station        |