



# CITY OF CENTRAL POINT

Oregon

**Mayor**  
Hank Williams

**Ward I**  
Neil Olsen

**Ward II**  
Kelley Johnson

**Ward IV**  
Tanea Browning

**At Large**  
Rob Hernandez

**At Large**  
Michael Parsons

## City Council Meeting Agenda Thursday, October 24, 2019

Next Res(1600) Ord (2061)

### I. REGULAR MEETING CALLED TO ORDER

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

### IV. SPECIAL PRESENTATIONS

1. Safety Award Presentation

### V. PUBLIC COMMENTS

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

### VI. CONSENT AGENDA

- A. Approval of October 10, 2019 City Council Minutes
- B. Council Meeting Cancellation

### VII. ITEMS REMOVED FROM CONSENT AGENDA

### VIII. PUBLIC HEARING

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

### IX. ORDINANCES, AND RESOLUTIONS

- A. First Reading - Ordinance Amending 12.36 in part regarding Trees (Dreyer)
- B. Second Reading - Ordinance No. \_\_\_\_\_, Amending CPMC 8.38.010 regarding Garbage Removal (Dreyer)
- C. Assignment of Hunter Communications Franchise Agreement (Dreyer)

### X. BUSINESS

- A. Council President Appointment
- B. September 30, 2019 Financial Statements (Weber)

C. Planning Commission Report (Humphrey)

**XI. MAYOR'S REPORT**

**XII. CITY MANAGER'S REPORT**

**XIII. COUNCIL REPORTS**

**XIV. DEPARTMENT REPORTS**

**XV. EXECUTIVE SESSION**

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**XVI. ADJOURNMENT**

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

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

# CITY OF CENTRAL POINT

*Oregon*

## City Council Meeting Minutes Thursday, October 10, 2019

### I. REGULAR MEETING CALLED TO ORDER

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

### II. PLEDGE OF ALLEGIANCE

### III. ROLL CALL

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

Staff members present: City Manager Chris Clayton; City Attorney Dan O'Connor; Police Chief Kris Allison; Police Captain Dave Croft; Parks and Public Works Director Matt Samitore; Community Development Director Tom Humphrey; Principal Planner Stephanie Holtey; Community Planner I Eileen Mitchell; and City Recorder Deanna Casey.

### IV. SPECIAL PRESENTATIONS

#### 1. Council Member Recognition

City Manager Chris Clayton introduced Megan Davis-Lightman our Strategic Plan facilitator. She will be working with the Council on the Central Point 2040 Strategic Plan.

Mr. Clayton and Mayor Williams recognized Council Member Brandon Thueson and presented him with a plaque thanking him for all the work he has done as a City Council Member since elected in 2015. They congratulated him on his new appointment as Josephine County Judge and expressed our best wishes for him and his family in the future.

#### 2. Victim's Advocacy Presentation

Police Chief Kris Allison introduced Ashley Bowden the City of Central Point Domestic Violence Advocate. The City was one of 9 cities nation wide to be awarded a grant to have an advocate like this. Ms. Bowden presented statistics for the 2013-2015 year span of domestic violence in our area. She explained the support she is able to provide Central Point victims. Chief Allison presented success stories that she has seen over her career.

**V. PUBLIC COMMENTS - None**

**VI. CONSENT AGENDA**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Parsons, At Large
<b>SECONDER:</b>	Taneea Browning, Ward IV
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**A. Approval of September 12, 2019 City Council Minutes**

Mike Parsons moved to approve the consent agenda as presented.

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

**VIII. ORDINANCES, AND RESOLUTIONS**

**A. First Reading of Ordinance Amending CPMC 8.38.010 regarding Garbage Removal**

City Manager Chris Clayton explained that the current municipal code regarding garbage removal is not clear who is actually responsible for refuse removal. Language is being suggested that in the event of a dispute, the owner is ultimately responsible to comply with the Central Point Municipal Code 8.38.010 Garbage Removal. It is up to the property owner to decide how the monthly bill will be paid and to ensure that garbage removal is done.

**Brandon Thueson moved to second reading An Ordinance Amending the Central Point Municipal Code Section 8.38.010 in Part regarding Garbage Removal Service.**

<b>RESULT:</b>	<b>1ST READING [UNANIMOUS]</b>
	<b>Next: 10/24/2019 7:00 PM</b>
<b>MOVER:</b>	Brandon Thueson, Ward III
<b>SECONDER:</b>	Kelley Johnson, Ward II
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**B. Resolution of Intent Authorizing Formal UGB Amendment Application Finalization and Submittal**

Principal Planner Stephanie Holtey stated that over the last year the city has updated several elements of its Comprehensive Plan to evaluate land needs relative to the available buildable land supply in the current Urban Growth Boundary (UGB).

To submit a complete application to Jackson County, the city is required to pay the planning fees. These fees have been approved in the 2019-2021 Budget. Staff is requesting authorization from the City Council to finalize and submit the formal application based on the land needs and proposed acreage. We estimate completion in the Spring of 2020.

**Taneea Browning moved to approve Resolution No. 1599, A Resolution Declaring the City Council's Intent to Initiate an Amendment to the Central Point Urban Growth Boundary (UGB) and the Comprehensive Plan to Add Land from the City's Urban Reserve Areas (URAs) CP-2B, CP-3, CP-4D, and CP-6A for the City's 20 year (2019-2039) Housing, Employment, Parks and Public Facility needs.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Taneea Browning, Ward IV
<b>SECONDER:</b>	Kelley Johnson, Ward II
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

## IX. BUSINESS

### A. Transportation Update (Quilty)

Transportation Representative Mike Quilty presented a letter from Governor Brown urging the Transportation Commission and agencies to combat the impacts of climate change by implementing the statewide transportation strategy (STS). She is requesting reduction of GHG Emissions and implementing a planning rule for jurisdictions to meet those reduction targets. She has indicated that she will use executive privilege to force the cap and trade items to help reduce greenhouse gases. He also updated on CMAQ funds being spent in Eugene, Salem and now the Portland areas reducing the amount of funds available for the rest of the state.

### B. 5G Technology Update (Clayton)

City Manager Chris Clayton explained that the city has received several emails and letters from citizens against 5G Technology. He played a short video that briefly explained what 5G is and that we probably will not see it in the Rogue Valley for several years. The City Attorney has provided a legal opinion regarding franchises and approval for 5G deployment in Central Point when it is available.

Community Development Director Tom Humphrey stated that we have seen an increase in small cell towers requested over the last year. Some companies are upgrading existing fixtures and others are being requested. As far as he knows they are not 5G capable.

### C. Rogue Disposal & Recycling, Inc. 2020 CPI Rate Increase

Mr. Clayton explained that Rogue Disposal and Recycling approached the city with a rate adjustment a few months ago which the City approved. However, Jackson County asked to delay the new methodology until they could work with the other disposal companies in the County. Rogue Disposal is now asking to use the 2020 CPI Rate increase methodology instead of the previously asked for methodology. As per the Franchise Agreement the city is asked to accept the methodology that is presented at 1.7% adjustment. There will be a slight increase in curb pick up rates.

**Mike Parsons moved to approve the Rogue Disposal and Recycling 2020 proposed rate adjustment of 1.7%.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Parsons, At Large
<b>SECONDER:</b>	Rob Hernandez, At Large
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**D. Potential Revisions to Street Tree Ordinance 12.36**

Parks and Public Works Director Matt Samitore explained that at the September Study Session the Council was briefed on some issues regarding fruiting trees and some of the problems they are causing within the Twin Creeks Subdivision. Some varieties of trees that were planted several years ago have matured and are now producing fruit and acorns which can cause a safety issue for people on sidewalks. The Homeowners Associations for Griffin and Jackson Oaks have approached the city about some flexibility to remove these troublesome trees.

The City Attorney is coordinating with staff to revise the current ordinance with language that would allow removal upon request by either the property owner or the city. There are several sections in the code that are being reviewed and will be recommended for amendments. Tonight staff is looking for a motion directing staff to continue with the revisions of the Street Tree Ordinance and eventually the Street Tree list.

There was discussion from residents from Griffin and Jackson Oaks regarding the requirement of root barriers and roots causing issues with sidewalks and creating tripping hazards. Mr. Samitore explained that the City has a grant program that is available for side walk issues.

The code amendments will not allow all the street trees to be removed, they will have to be replaced, the city would be allowed to make that judgement call depending on the surrounding area. The code has been amended from time to time as the city learns new and better ways to do things.

**Tanea Browning moved to have staff proceed forward with changes to the Central Point Municipal Code section 13.36 to allow more flexibility to remove fruit and nut trees.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Tanea Browning, Ward IV
<b>SECONDER:</b>	Kelley Johnson, Ward II
<b>AYES:</b>	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

**X. MAYOR'S REPORT**

Mayor Williams reported that he attended:

- The Medford Water Commission meeting
- A Cub Scout Pack 40 meeting. They are interested in the community center planning.
- The Chamber Mixer and Greeters.

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

- The LOC Conference in Bend and the Oregon Mayors Association Board meeting.
- The TRADCO meeting where the discussion was regarding the Foothills Road improvements for the City of Medford which they are calling the Mega Corridor Project. This project would connect White City to Phoenix.

## XI. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- SOREDI will be attending the November 14<sup>th</sup> meeting to provide an update on their Strategic Plan Process.
- We received a letter asking the City to assign Hunter Communications Franchise to Grain Communications. This item is being reviewed by the City Attorney.
- He has received a letter from St. Vincent DePaul regarding the funds that the city has provided them to help with homeless.
- Staff has been working on Strategic Plan process. The Council will begin their work on Monday night at the Study Session.
- With Mr. Thueson leaving the Council there will be a few committee meetings that need to be represented. Mike Parsons has volunteered to attend the Jail Committee, and CAC meetings. Neil Olsen will be attending the Bear Creek Greenway and Community Center meetings.
- He attended the TRADCO meeting with the Mayor. The Mega Corridor would include a bridge over I-5 and Bear Creek between S. Medford and Phoenix.
- Council will need to elect a new Council President at the next Council meeting.
- The Council Chambers renovation is coming along, we are hoping to be back in there before the October 24<sup>th</sup> Council meeting.

Mike Quilty stated that the Mega Corridor is important to the entire valley. We need to have alternative route in case something happens to take down the viaduct. This is a very big project and is vital for the Rogue Valley, not just Medford.

Bill Walton asked the Council to reconsider the gas tax. If the Council had passed the gas tax years ago we would have enough funds to help improve the I-5 exit in Central Point.

## XII. COUNCIL REPORTS

Council Member Rob Hernandez reported that he attended the Study Session; SOREDI Board meeting and the Community Center Adhoc Committee meeting today.

Council Member Michael Parsons reported that he attended:

- and judged the Battle of the Bones.
- the Study Session.
- Greeters.
- an RVSS Lunch and meeting.
- the LOC Conference.
- the Battle of the Food Trucks.

Council Member Tanea Browning reported that she:

- attended the small cities meeting in Rogue River.
- attended the Chamber Mixer and Greeters.
- attended the LOC Board Meeting and Conference. Her favorite part of conference is networking with council members from all over the state.
- attended the Raining Cats and Dogs fundraiser.

Council Member Brandon Thueson reported that:

- He attended the Battle of the Bones as a judge.
- He attended the Study Session.
- He attended the Jackson County Jail Committee meeting.
- He has enjoyed his time on the Council over the last 5 years. Very proud to be a part of this council and the good work that we have done.

Council Member Kelley Johnson reported that:

- She attended the Study Session.
- She was a judge at Battle of the Bones.
- She attended the LOC Conference in Bend and that Councilmember Browning has been elected as Treasurer of the League of Oregon Cities.
- The Battle of the Food Trucks a great event, it was well attended.

Council Member Neil Olsen stated that he attended the Battle of the Food Trucks but there were so many people he didn't stay.

### **XIII. DEPARTMENT REPORTS**

Community Development Director Tom Humphrey reported that:

- He attended the Destination Business Boot Camp with local business owners.



- The Planning Commission meeting will be October 15<sup>th</sup> this month.
- Community Planner Eileen Mitchell is in the audience tonight. She started working for Central Point in July.

Police Chief Kris Allison reported that:

- a 12 month investigation concluded with an arrest for drugs, guns and cash.
- Last week one of the airport caesuras stopped drugs from coming into our city.
- They have been working on a nuisance property on Greenpark Drive.

Parks and Public Works Director Matt Samitore reported that:

- The Battle of the Bones went really well. They will have a financial report prepared for the Council.
- The Battle of the Food Trucks was well attended, they estimate approximately 5000 people attended. Over half of the vendors ran out of food by 1:00 p.m.
- They had a Community Center meeting today. He is excited about how things are moving along.
- He had several productive meetings with School District No. 6. They are working with them on a streetscape project along Highway 99 and the Rockway Extension. They have asked the city with help on the bus traffic flow at Scenic.

**XIV. EXECUTIVE SESSION - None**

**XV. ADJOURNMENT**

**Brandon Thueson moved to adjourn**, Tanea Browning seconded and the meeting was adjourned at 8:32 p.m.

The foregoing minutes of the October 10, 2019, Council meeting were approved by the City Council at its meeting of \_\_\_\_\_, 2019.

Dated:

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

ATTEST:

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

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



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Administration
<b>FROM:</b>	Deanna Casey, City Recorder		
<b>MEETING DATE:</b>	October 24, 2019		
<b>SUBJECT:</b>	Council Meeting Cancellation		
<b>ACTION REQUIRED:</b>	Consent Agenda Item	<b>RECOMMENDATION:</b>	Approval

The second meeting in November falls on Thanksgiving which is November 28<sup>th</sup> this year. Staff recommends cancellation of this meeting. City Hall will be closed November 28<sup>th</sup> and 29<sup>th</sup> for the holiday. The second meeting in December falls on December 26<sup>th</sup> the day after Christmas.

Cancelling these two meetings will give Council and Staff the opportunity to enjoy the holidays and travel if they choose without worrying about having a quorum present for these meetings.

#### **NEW MEETING SCHEDULE:**

##### November:

- 11<sup>th</sup> Veterans Day - City Hall closed
- 14<sup>th</sup> Council meeting 7:00 p.m.
- 18<sup>th</sup> Study Session and Town Hall meeting 6:00 p.m.
- 28<sup>th</sup> and 29<sup>th</sup> City Hall closed for Thanksgiving

##### December:

- 12<sup>th</sup> Council Meeting 7:00 p.m.
- 16<sup>th</sup> Study Session 6:00 p.m.
- 24<sup>th</sup> and 25<sup>th</sup> City Hall closed for Christmas

##### January:

- 1<sup>st</sup> City Hall closed for New Year's Day
- 9<sup>th</sup> City Council meeting 7:00 p.m.
- 23<sup>rd</sup> City Council meeting 7:00 p.m.
- (Study Session to be determined)

#### **RECOMMENDED MOTION:**

Approve Consent Agenda as presented.



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Attorney
<b>FROM:</b>	Sydnee Dreyer, City Attorney		
<b>MEETING DATE:</b>	October 24, 2019		
<b>SUBJECT:</b>	First Reading - Ordinance Amending 12.36 in part regarding Trees		
<b>ACTION REQUIRED:</b>	Ordinance 1st Reading	<b>RECOMMENDATION:</b>	Approval

#### BACKGROUND INFORMATION:

Staff was approached by several homeowners' associations requesting additional flexibility to allow removal of street trees and frontage trees which drop fruit or nuts in public right-of-way. Specifically, the Twin Creeks development has reported ongoing problems with trees such as flowering plums, flowering cherries, which drop a significant amount of fruit causing staining and undue burdens of maintenance to remove such fruits, and silver oaks which drop large acorns causing tripping hazards in the public right-of-way.

Staff had presented this item to Council at a study session in September, with a follow-up discussion and request for direction at the Council's October 3 meeting. Based on those meetings, staff has worked with the city attorney to revise Chapter 12.36 as follows: 1) better define nuisance trees to include those trees that drop acorns or fruits in the right-of-way causing tripping hazards or undue maintenance burdens; 2) providing private property owners a right to request a permit to remove such nuisance trees; and 3) better clarification of the city's right, but not requirement, to require removal of nuisance and hazardous trees.

#### FINANCIAL ANALYSIS:

**LEGAL ANALYSIS:** None

#### COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

#### STAFF RECOMMENDATION:

Consider the proposed ordinance and 1) forward the ordinance to a second reading; or 2) make revisions and forward the ordinance to a second reading.

---

**RECOMMENDED MOTION:**

I move to forward the ordinance amending Chapter 12.36 in part to a second reading.

---

**ATTACHMENTS:**

1. ORD Amending Ch 12.36 re Trees (v2)

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING CENTRAL POINT MUNICIPAL CODE SECTION 12.36 IN PART REGARDING TREES

RECITALS:

- A. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B. Upon review, the staff and city attorney for the City of Central Point determined that amendment to Chapter 12.36 Trees is advisable to expand the definition of nuisance trees, allow homeowners to apply for removal and replacement of a nuisance tree and/or allow the City to require a homeowner to remove a tree the City deems to be a nuisance.
- C. Words ~~lined through~~ are to be deleted and words **in bold** are added.

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

SECTION 1. Chapter 12.36 is amended in part as set forth below and incorporated herein by reference.

Chapter 12.36  
TREES

Sections:

- 12.36.010 Purpose.
- 12.36.020 Applicability.
- 12.36.030 Definitions.
- 12.36.040 Tree removal/replacement.
- 12.36.045 City's power is permissive.
- 12.36.050 Review criteria.
- 12.36.060 Permit exemptions.
- 12.36.070 Tree topping.
- 12.36.080 Protection of trees.
- 12.36.090 Street and frontage tree planting--When required.

**12.36.100 Street tree standards.**

**12.36.110 Street tree plans.**

**12.36.120 Street tree planting.**

**12.36.130 Street tree maintenance.**

**12.36.010 Purpose.**

The purpose of this chapter is to establish and maintain the maximum amount of tree cover on public and private lands in the city; provide tree-lined streets throughout the city; select, situate and maintain trees appropriately to minimize hazard, nuisance, damage, and maintenance cost; to enhance the appearance of the city; to promote a diverse, healthy, and sustainable community forest; and to educate the public regarding community forest issues. (Ord. 1821 §1(part), 2001).

**12.36.020 Applicability.**

The provisions of this chapter shall apply to:

- A. Individual significant or historic trees as defined in this chapter;
- B. All trees planted in or upon any public area or right-of-way;
- C. All trees **and shrubs** planted in or upon any private property which directly affect public infrastructure including but not limited to sewers, water mains, sidewalks, streets, public property, or clear vision distances at street intersections, **including but not limited to frontage trees and private trees which are deemed hazardous trees or shrubs or nuisance trees as defined in this Chapter;**
- D. All trees on developable land and subject to or undergoing development review such as site plan review, tentative subdivision review, or partition review. (Ord. 1821 §1(part), 2001).

**12.36.030 Definitions.**

“Approved tree list” means those trees identified in city of Central Point publication, City of Central Point Recommended Street Tree Guide which will be approved and amended by city council resolution.

“Critical root zone” is generally a circular region measured outward from a tree trunk representing the essential area of roots that must be maintained or protected for the tree’s survival. Critical root zone is one foot of radial distance for every inch of tree diameter measured at four and one-half feet above ground level, with a minimum of eight feet. For significant trees, the formula changes to one and one-half

feet for every inch of tree diameter at four and one-half feet above ground level, with a minimum of twelve feet.

“Crown” means the leaves and branches of a tree or shrub; the upper portion of the tree from the lowest branches on the trunk to the top. May also be referred to as “canopy.”

“Diameter-at-breast-height (DBH)” is tree trunk diameter measured in inches at a height of four and one-half feet above the ground. If a tree splits into multiple trunks below four and one-half feet, the trunk is measured at its most narrow point beneath the split.

“Drip line” means a vertical line extending from the outermost edge of the tree’s original canopy to the ground.

“Frontage tree” means a living, standing woody plant typically having a single trunk at least one and one-half inches in diameter at a point six inches above mean ground level at the base of the trunk, that is located on private property adjacent to the street right-of-way.

“Hazardous tree or shrub” means a tree or shrub or part thereof growing on private or public property which endangers, obstructs or impairs the free and full use of a public area, including utilities within these areas or is afflicted with or weakened by a disease or injury or is considered dead.

“Historic tree” means selected trees placed on a city inventory based on the age, species, location, health and historic significance.

“Major pruning” means removal of over twenty percent of the tree’s canopy, any tree topping, or disturbance of over ten percent of the root system.

“Nuisance Tree” ~~A tree is considered a public nuisance~~ **means a tree or part thereof growing on private or public property** which by reason of its condition interferes with the use of any public area; or which is infected with a plant disease; or which is infested with injurious insects or pests which therein threaten public or private property, or which endangers the public health, safety and welfare. **Nuisance trees include fruit, nut or deciduous trees which drop a significant amount of fruits, nuts or pinecones onto public sidewalks or public streets creating a reasonable tripping hazard and/or unreasonable burden of maintenance or cleaning of public sidewalks and/or other public property, or are otherwise inappropriate for their location.**

“Private tree” means a tree located on private property, other than a frontage tree, ~~hazardous tree~~, historic tree or significant tree.

“Public tree” means a tree located ~~within a public right-of-way or~~ on public land, such as a city park.

“Significant trees” means selected trees placed on a city inventory based on the age, species, health and location.

“Street tree” means a living, standing woody plant typically having a single trunk at least one and one-half inches in diameter at a point six inches above mean ground level at the base of the trunk, that is located within the street right-of-way.

“Topping” means the severe cutting back of limbs to stubs three inches in diameter within the tree’s crown to such a degree so as to remove the natural canopy and disfigure the tree.

“Tree” means any woody plant, including shrubs and bushes, having a trunk five inches or more in diameter four and one-half feet above ground level at the base of the trunk. If a tree splits into multiple trunks below four and one-half feet, the trunk is measured at its most narrow point beneath the split.

“Tree board” means an appointed citizen committee formed for the purpose of hearing concerns and making decisions regarding trees. The Central Point planning commission currently serves in this capacity.

“Tree establishment” includes watering, feeding, initial pruning, pesticide or herbicide management, and replacement of trees, if necessary, for a period of three years from the date of planting. (Ord. 1980 §1(part), 2013; Ord. 1821 §1(part), 2001).

#### **12.36.040 Tree removal/replacement.**

The provisions of this section shall apply to any historic tree, significant tree, street tree, frontage tree required as a condition of development, public tree, **nuisance tree** or hazardous tree **or shrub**, unless otherwise specified.

A. The removal or major pruning **by a property owner** of any tree other than a private tree shall require city approval, unless specifically designated as exempt by this chapter. Persons wishing to remove or prune such trees shall file an application for a permit with the Central Point city manager. The applicant



shall include information describing the location, type, and size of the subject tree or trees, and the reasons for the desired action.

The city shall review the application for the permit within thirty **(30)** calendar days and either approve, approve with conditions or modifications, deny the application or request additional information based on the criteria stated in Section [12.36.050](#). Any decision to deny the application shall be in writing along with the reasons for the denial and a description of the appeal process.

An applicant may appeal an adverse determination to the Central Point planning commission. A written notice of appeal shall be filed with the city manager within fifteen **(15)** calendar days following the date of distribution of a city's decision. The applicant shall have the burden of proving that the city made an incorrect decision. Based on the planning commission's findings and conclusions, the planning commission may affirm, reverse or modify the decision being appealed.

B. All trees other than private trees shall be removed or pruned following accepted pruning standards adopted by the city.

C. The applicant shall be responsible for all costs associated with the tree removal or pruning and shall ensure that all work is done in a manner which ensures safety to individuals and public and private property.

D. Approval of a request to remove a tree may be conditioned upon replacement of the tree with another tree from the city's approved tree list, or a requirement to pay to the city an amount sufficient to fund the planting and establishment by the city of a tree, or trees, of similar value. The value of the existing tree to be removed shall be calculated using the methods set forth in the edition then in effect of the "Guide for Plan Appraisal" published by the International Society of Arboriculture Council for Tree Landscape Appraisers.

E. The applicant is responsible for grinding stumps and surface roots at least six inches below grade. At least a two-inch-thick layer of topsoil shall be placed over the remaining stump and surface roots. The areas shall be crowned at least two inches above the surrounding grade to allow for settling and shall be graded smooth. The applicant shall restore any damaged turf areas and grades due to vehicular or mechanical operations. The area shall be reseeded.

F. Other conditions may be attached to the permit approval by the ~~Central Point planning commission~~ **city** as deemed necessary.

G. The city shall have the right to cause the pruning or removal of any potentially hazardous or nuisance tree, or parts of a tree or shrub, on **public or** private property within the city, when such trees constitute a threat to human life, safety, or property. Except in an emergency when immediate action is necessary for safety, the Central Point city manager or his designee will notify in writing the owners of such trees.

**Where such hazardous or nuisance tree is located within public right-of-way maintained by private property owners, or private property owners' associations, the city shall notify in writing the property owner responsible for maintenance of said tree, or whose property frontage includes said tree.** Said owners at their own expense shall do pruning or removal within thirty **(30)** days after the date of notice. In the event of failure of owners to comply with such provisions, or in the above mentioned emergency situation, the city shall have the authority to remove or cause to be removed such trees and assess the cost of removal, **and replacement of such tree**, plus reasonable and actual administrative charges as a lien against the property.

H. In the event that it becomes necessary for the Central Point city manager or his designee to undertake the inspection, pruning or removal of a potentially hazardous or nuisance tree from any private property within the city, the city manager or his designee shall have the right at reasonable times to enter into or upon said property to inspect, prune or remove said potentially hazardous or dead tree. (Ord. 1980 §1(part), 2013; Ord. 1969 §1(part), 2013; Ord. 1821 §1(part), 2001).

#### **12.36.045 City's power and authority is permissive, not mandatory.**

**Under no circumstances shall this chapter obligate city, or any employee or agent thereof, to undertake any particular action to enforce any of the terms of this chapter. All authority granted to city, its agents and employees, shall be permissive and not mandatory, and city, its agents and employees shall have complete discretion to determine whether or not enforcement action of any type should be undertaken and if so, the nature of the enforcement action itself.**

#### **12.36.050 Review criteria.**

A permit for major pruning or tree removal shall be granted if any of the following criteria apply:

A. The tree is unsafe, dead, or diseased as determined by a certified arborist. Verification of tree health may be required, at the expense of the applicant, by a certified arborist acceptable to the city;

B. The tree is in conflict with public improvements;

C. The proposed removal or pruning is part of an approved development project, a public improvement project where no alternative is available, or is part of a street tree improvement program; **or**

**D. The tree is deemed a nuisance tree as defined in this Chapter.**

**12.36.060 Permit exemptions.**

A. Hazardous Tree. If an imminent danger exists to the public or any private property owner or occupant, the city may issue an emergency removal permit. The removal shall be in accordance with International Society of Arboriculture (ISA) standards.

B. Maintenance. Regular pruning maintenance which does not require the removal of over twenty percent of the tree's canopy, tree topping, or the disturbance of over ten percent of the tree's root system is exempt from the provisions of this chapter. (Ord. 1821 §1(part), 2001).

**12.36.070 Tree topping.**

It is unlawful for any person, firm, or the city to top any tree other than a private tree; however, trees severely damaged by storms or other causes or certain trees under utility wires or other obstructions may be exempted from normal pruning practices at the determination of the Central Point planning commission, applying criteria developed by the city. (Ord. 1821 §1(part), 2001).

**12.36.080 Protection of trees.**

A. It is unlawful for any person to remove, destroy, break, or injure any tree or part of a tree other than a private tree. Individuals convicted of removing or destroying a tree or part of a tree without city approval shall be subject to paying to the city an amount sufficient to fund the planting and establishment of a tree, or trees, of similar value. The value of the removed or destroyed tree shall be calculated using the methods set forth in the edition then in effect of the "Guide for Plant Appraisal" published by the International Society of Arboriculture Council of Tree Landscape Appraisers.

B. It is unlawful for any person to attach or keep attached to any tree other than a private tree, or to the guard or stake intended for the protection of such tree, any rope, wire, chain, sign, or other device, except as a support for such tree.

C. During the construction, repair, alteration or removal of any building or structure it is unlawful for any owner or contractor to leave any tree other than a private tree in the vicinity of such building or structure without a good and sufficient guard or protectors as shall prevent injury to such tree arising out of or by reason of such construction or removal.

D. Excavations shall not occur within one and one-half times the drip line of any tree other than a private tree without approval of the city, applying criteria developed by the planning commission. Utility pole installations are exempted from these requirements. During such excavation or construction, the excavator or builder shall guard any such tree within said area around the drip line, or as may be required by the planning commission.

E. All building or other debris shall be kept outside one and one-half times of the drip line of any tree other than a private tree.

F. Every effort should be made to retain existing trees on public or private property as an integral part of overall community forest canopy and the development process. The planning commission shall make every effort to modify setback requirements to include existing trees. (Ord. 1980 §1(part), 2013; Ord. 1821 §1(part), 2001).

**12.36.090 Street and frontage tree planting--When required.**

A. All new multifamily development, commercial or industrial development, subdivisions, partitions, or parking lots fronting a public roadway which has a designated curbside planting strip or planting island shall be required to plant street trees in accordance with the standards listed in Section [12.36.100](#).

B. Frontage trees shall be required as a condition of new development. The standards for the planting of such trees are those listed in Section [12.36.100](#). The number and location of frontage trees shall be determined by the Central Point planning commission during the site plan, tentative plan or other discretionary permit review process for new development. (Ord. 1821 §1(part), 2001).

**12.36.100 Street tree standards.**

- A. The species of the street trees to be planted shall be chosen from the approved street tree list unless approval of another species is given by the Central Point planning commission.
- B. Street trees shall be a minimum of one and one-half inches in caliper measured at six inches above ground level. All trees shall be healthy grown nursery stock with a single straight trunk, a well developed leader with tops and roots characteristic of the species cultivar or variety. All trees must be free of insects, diseases, mechanical injury, and other objectionable features when planted.
- C. Small or narrow stature trees (under twenty-five feet tall and less than sixteen feet wide branching) should be spaced no greater than twenty feet apart; medium sized trees (twenty-five feet to forty feet tall, sixteen feet to thirty-five feet wide branching) should be spaced no greater than thirty feet apart; and large trees (over forty feet tall and more than thirty-five feet wide branching) should be spaced no greater than forty feet apart. Within residential developments, street trees should be evenly spaced, with variations to the spacing permitted as approved by the city for specific site limitations and safety purposes. Within commercial and industrial development staggered, or irregular spacing is permitted, as may be approved by the Central Point planning commission.
- D. When located adjacent to a local residential street or minor collector street, street trees shall be planted within a curb-side landscape strip measuring a minimum of three feet in width. Street trees adjacent to major collector streets or arterial streets shall be placed a minimum of four feet from the back edge of the sidewalk. In no case shall a tree be planted closer than two and one-half feet from the face of a curb.
- E. Street trees shall not be planted within ten feet of fire hydrants, utility poles, sanitary sewer, storm sewer or water lines, or within twenty feet of street light standards or street intersections, or within five feet of an existing street tree. Variations to these distances may be granted by the public works director and as may be required to ensure adequate clear vision.
- F. Existing street trees shall be retained unless approved by the city manager for removal during site development or in conjunction with a street construction project. Sidewalks of a variable width and elevation may be utilized as approved by the city manager or his designee to save existing street trees. Any street tree removed through demolition or construction within the street right-of-way shall be replaced at a location approved by the city with a tree, or trees, of similar value. As an alternative the property owner may be required to pay to the city an amount sufficient to fund the planting and establishment by

the city of a tree of similar value. The value of the removed tree shall be calculated using the methods set forth in the edition then in effect of the “Guide for Plant Appraisal” published by the International Society of Arboriculture Council of Tree Landscape Appraisers. The developer or applicant shall be responsible for the cost of the planting, maintenance and establishment of the replacement tree.

G. Sidewalk cuts in concrete for tree planting shall be a minimum of four feet by six feet, with the long dimension parallel to the curb.

H. Street trees, as they grow, shall be pruned to provide at least eight feet of clearance above sidewalks and fourteen feet above local streets, sixteen feet above collector streets, and eighteen feet above arterial streets. This provision shall be waived in the case of newly planted trees so long as they do not interfere with public travel, sight distances, or endanger public safety as determined by the city.

I. Maintenance of street trees, other than those located in the downtown core area (defined as that area bordered by Manzanita, Oak, Front and 6th Streets) shall be the continuing obligation of the abutting property owner. (Ord. 1984 §1, 2014; Ord. 1969 §1(part), 2013; Ord. 1821 §1(part), 2001).

#### **12.36.110 Street tree plans.**

A. Submittal.

1. Subdivisions and Partitions. Street tree planting plans shall be submitted to city staff for review and approval prior to the filing of a final subdivision or partition plat.
2. Commercial, Industrial, Parking Lots, and Multifamily Residential Development. Landscape plans, to include street tree planting as may be required by this chapter shall be submitted to the landscape review committee for review and approval prior to the issuance of a building permit.

B. Street Tree Plan Content. At a minimum, the street tree plan should:

1. Indicate all existing trees, noting location, species, size (caliper and height) and condition;
2. Indicate whether existing trees will be retained, removed, or relocated;
3. Indicate the measures to be taken during site development to ensure the protection of existing trees to be retained;

4. Indicate the location, species, and size (caliper and height) of street trees to be planted;
5. Indicate the location of proposed and existing utilities and driveways; and
6. Indicate the location of rights-of-way, existing structures, driveways, and trees including their species, size, and condition, within twenty feet of the subject site. (Ord. 1821 §1(part), 2001).

#### **12.36.120 Street tree planting.**

##### **A. Residential Subdivisions and Partitions.**

1. Planting Schedule. Street trees required of residential subdivisions and partitions shall be installed prior to submittal of a final subdivision plat or partition plat. As an alternative the applicant may file a surety bond or other approved security to assure the planting of the required street trees, as prescribed in the Central Point Municipal Code.

##### **B. Commercial, Industrial, Multifamily, Parking Lot Development.**

1. Planting Schedule. Street trees required of a commercial, industrial, multifamily, or parking lot development shall be installed at the time all other required landscaping is installed. (Ord. 1821 §1(part), 2001).

#### **12.36.130 Street tree maintenance.**

Street trees shall be continually maintained, including necessary watering, feeding, weeding, pruning, pesticide, herbicide application for pest and disease management with removal and replacement of any dead or dying tree, by the developer or property owner for three full growing seasons following planting, or as may be required by the city. (Ord. 1980 §1(part), 2013; Ord. 1821 §1(part), 2001).

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

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

**PASSED** by the Council and signed by me in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_ 2019.

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

ATTEST:

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

Attachment: ORD Amending Ch 12.36 re Trees (v2) (1208 : Ordinance Amending 12.36 in part regarding Trees)

---

12 | Ordinance No. \_\_\_\_; October 24, 2019





## City of Central Point Staff Report to Council

### ISSUE SUMMARY

**TO:** City Council **DEPARTMENT:** City Attorney

**FROM:** Sydnee Dreyer, City Attorney

**MEETING DATE:** October 24, 2019

**SUBJECT:** Second Reading - Ordinance No. \_\_\_\_\_, Amending CPMC 8.38.010 regarding Garbage Removal

**ACTION REQUIRED:** Motion  
Ordinance 2nd Reading **RECOMMENDATION:** Approval

**BACKGROUND INFORMATION:** Currently, the Central Point Municipal Code provides that all owners of residential rental units must subscribe and pay for weekly garbage removal service. The intent of the ordinance is to ensure that weekly refuse removal is provided for. Many landlords require their tenants pay for utilities, including refuse removal as additional rent. However, because the language of the current code refers to “owners” some tenants have argued the franchise holder cannot collect unpaid charges as it is a violation of the City’s code.

The purpose of the amendment is to clarify that owners, tenants, or a person in control of property is responsible to subscribe to and pay for such weekly refuse removal. However, to ensure the City is protected in enforcing its code, language has been included providing that in the event of a dispute, the owner is ultimately responsible to comply with the code.

There were no recommended changes at the first reading on October 10, 2019.

#### FINANCIAL ANALYSIS:

#### LEGAL ANALYSIS: N/A

#### COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

**STAFF RECOMMENDATION:** Consider proposed amendment and approve recommended changes to CPMC Section 8.38.010.

**RECOMMENDED MOTION:** Move to approve Ordinance No. \_\_\_\_\_, an Ordinance amending

---

the Central Point Municipal Code Section 8.38.010 in part regarding garbage removal service.

---

**ATTACHMENTS:**

1. ORD - CPMC 8.38.010 Revised

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

**AMENDING CENTRAL POINT MUNICIPAL CODE SECTION 8.38.010  
REGARDING GARBAGE REMOVAL REQUIRED**

**RECITALS:**

- A. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B. Upon review, the staff and city attorney for the City of Central Point determined that amendment to Chapter 8.38.010 Garbage Removal Required is advisable to clarify that owners of property may require tenants to subscribe to garbage removal service via a written lease agreement.
- C. Words ~~lined through~~ are to be deleted and words **in bold** are added.

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

SECTION 1. Chapter 8.38.010 is amended in part as set forth below and incorporated herein by reference.

**Chapter 8.38  
GARBAGE REMOVAL**

Sections:

**8.38.010 Garbage removal required.**

**8.38.010 Garbage removal required.**

A. The owner of any dwelling used for human habitation shall remove all garbage and rubbish accumulated or stored at such dwelling on at least a weekly basis, either by subscribing to and paying for weekly garbage removal with a city of Central Point refuse collection franchise holder, or by some other lawful means of removing and disposing of such garbage and rubbish.

B. The owner of any dwelling who rents, leases or lets dwelling units for human habitation shall provide, in a location accessible to all dwelling units, one thirty-five-gallon (or greater) receptacle for each dwelling unit, or, if a multiple-family unit, a receptacle with a

combined capacity of thirty-five gallons per dwelling unit, into which garbage and rubbish from the dwelling units shall be emptied for storage between days of collection. The owner, **tenant, or person in control** of the rented or leased units **on a day to day basis** shall subscribe to and pay for weekly garbage removal service for the receptacles with a city of Central Point refuse collection franchise holder. **In the event that a conflict exists between the owner and the tenant or other person in control of the property on a day to day basis, the owner shall be responsible for compliance with this code.**

C. Receptacles and lids shall be watertight and provided with handles. All receptacles shall be maintained free from holes and covered with tight-fitting lids at all times.

D. When a dwelling for human habitation is unoccupied for a period over two weeks no refuse service will be required, until the dwelling is reoccupied.

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

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

**PASSED** by the Council and signed by me in authentication of its passage this \_\_\_ day of \_\_\_\_\_ 2019.

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

ATTEST:

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



## City of Central Point Staff Report to Council

### ISSUE SUMMARY

---

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	City Attorney
<b>FROM:</b>	Sydnee Dreyer, City Attorney		
<b>MEETING DATE:</b>	October 24, 2019		
<b>SUBJECT:</b>	Assignment of Hunter Communications Franchise Agreement		
<b>ACTION REQUIRED:</b>	Motion Resolution	<b>RECOMMENDATION:</b>	Approval

---

#### BACKGROUND INFORMATION:

The City has been notified by Hunter Communications that it is under contract on an acquisition of a majority share of its interest which is scheduled to close the first quarter of 2020. Per discussions with Hunter, if the transaction closes, Hunter would remain in place and continue to operate its infrastructure, but the purchaser would become the majority owner of the company. In the event the transaction closes, Hunter Communications seeks the city's approval of the transfer of a majority of its interest, per the terms of the Franchise Agreement dated January 24, 2014.

To approve the transfer, Hunter Communications has provided a letter (attached hereto) for the city's signature which acknowledges that: 1) the city consents to the assignment or transfer to the prospective purchaser or any of its subsidiaries; 2) any notice requirement or restriction on assignment or transfer is deemed satisfied and/or waived and does not constitute a breach of the franchise agreement; and 3) that the city's consent is conditioned upon Hunter closing the transaction which is anticipated to occur in the first quarter of 2020. The letter acknowledges that in the event the transaction does not close, the agreement shall continue in full force and effect between the city and Hunter Communications.

Staff has prepared a resolution for Council's consideration which authorizes the city manager to sign the letter presented by Hunter Communications agreeing to the transfer.

---

#### FINANCIAL ANALYSIS:

None. The agreement would be assigned, and the purchaser would be subject to the same terms and conditions under the 2014 agreement.

---

#### LEGAL ANALYSIS:

Section 10 of the Franchise Agreement requires the city's written consent for assignment or transfer, by operation of law or otherwise, which consent cannot be unreasonably withheld or

---

---

delayed. Hunter is required under the agreement to provide a minimum 120-days prior notice, which it has complied with. The notice must contain the nature and terms of the proposed transfer, and any other information reasonably required by the City. Further the agreement provides that the transfer shall not be approved unless the assignee or transferee has the legal, technical, financial or other requisite skills to operate, own and hold the telecommunications system.

From the research staff has conducted, the prospective purchaser is a large private equity firm that specializes in investments in telecommunications businesses. Moreover, Hunter Communications advises it will continue to operate the telecommunications system. As such, the Council can find that the terms of the agreement have been met with respect to assignments of interest.

---

#### **COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

---

#### **STAFF RECOMMENDATION:**

Approve Resolution consenting to majority share acquisition and authorizing City Manager to execute letter.

---

#### **RECOMMENDED MOTION:**

I move to approve Resolution No. \_\_\_\_\_ consenting to assignment of City of Central Point Telecommunications Franchise Agreement with Hunter Communications, Inc. and authorizing the City Manager to execute the letter reflecting same.

---

#### **ATTACHMENTS:**

1. RESO Consenting to Hunter Communications Acquisition
2. LF Hunter re Assignment of Franchise Agt

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

A RESOLUTION CONSENTING TO ASSIGNMENT OF CITY OF CENTRAL POINT TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH HUNTER COMMUNICATIONS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER REFLECTING SAME

Recitals:

- A. City and Hunter Communications are parties to a Franchise Agreement dated January 24, 2014.
- B. Section 10 of the Franchise Agreement requires the franchisee to notify the City in writing in the event of a proposed assignment of its interest in the company and the agreement.
- C. On October 9, 2019 Hunter Communications notified the City of a proposed assignment of the Franchise Agreement to a new prospective majority interest holder in the company.
- D. The Council finds there is sufficient evidence that the prospective assignment should not negatively impact Hunter Communication’s ability to own, manage, and operate the telecommunications system within the City.
- E. The Council further finds that Hunter Communications has complied with its notice obligations under the Franchise Agreement regarding assignments of interest.

The City of Central Point resolves as follows:

Section 1. The City hereby approves that assignment of interest in the Franchise Agreement between the City and Hunter Communications, Inc. dated January 24, 2014.

Section 2. The City Manager or his designee is authorized to sign said letter consenting to such assignment in substantially the form attached hereto as Exhibit “A”.

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

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

ATTEST:

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

Attachment: RESO Consenting to Hunter Communications Acquisition (1209 : Assignment of Hunter Communications Franchise Agreement)



October 9, 2019

Christopher S. Clayton  
 City Manager  
 City of Central Point  
 140 S. Third St.  
 Central Point, OR 97502

VIA EMAIL TO: [chris.clayton@centralpointoregon.gov](mailto:chris.clayton@centralpointoregon.gov)

Re: Request for Consent to Assignment of City of Central Point Telecommunications Franchise Agreement Hunter Communications, Inc.

Dear Christopher S. Clayton:

Reference is made to the City of Central Point Telecommunications Franchise Agreement Hunter Communications, Inc. dated as of January 24, 2014 (as amended from time to time, the "Agreement") between Hunter Communications, Inc. ("Hunter" or the "Company") and City of Central Point ("you" or "your").

We write to you regarding the pending majority share acquisition of Hunter Communications, through an entity controlled by Grain Communications Opportunity Fund II, L.P. (an affiliate of Grain Management, LLC) ("Grain" or the "Purchaser"), in a transaction expected to close during the first quarter of 2020 (the "Transaction"). The purpose of this letter is to notify you of the Transaction and to request your consent to the Transaction to the extent required by the Agreement.

Hunter Communications has been a pioneer and respected leader in the telecommunications industry in the Northwest for over 25 years. In that time, Hunter has deployed communications solutions and new fiber networks to numerous communities throughout the region, growing the largest privately held fiber network in the State of Oregon. By partnering with Grain, Hunter expects that its success will be bolstered by significant financial and technical resources that will allow Hunter to expand our services and service offerings at an even greater level. We're excited to work with your community and keep growing City of Central Point's communications and technological capabilities as a whole.

Because we are attempting to close the Transaction expeditiously, your prompt attention to this letter is appreciated.

We ask that you execute this letter where indicated below, to acknowledge that (i) you consent to the Transaction and any deemed or actual assignment and transfer of the Agreement to Purchaser or any of its subsidiaries; (ii) any notice requirement or restriction on assignment or





transfer contained in the Agreement that may be triggered by the Transaction or any assignment of the Agreement is hereby deemed satisfied and/or waived and the Transaction will not constitute a breach or default under the Agreement; and (iii) your consent will be effective as of the closing of the Transaction, which is anticipated to occur during the first quarter of 2020.

The assignment and transfer of the Agreement will be effective only upon the closing of the Transaction. Please be advised that the Transaction has not been finalized and there can be no assurance that it will be completed. If the Transaction is not completed, the Agreement shall continue in full force and effect between you and the Company.

Please return an executed copy of this letter to Sam Ackley via email at sackley@hunterfiber.com at your earliest convenience and in any case on or before October 25, 2019.

Please be advised that the Company is under a contractual obligation to keep the fact that it is in discussions with the Purchaser regarding the Transaction confidential; as such we anticipate that the contents of this letter shall be treated as confidential and held in confidence by you and shall be deemed to be "confidential information" under the terms of any confidentiality or similar agreement between you and the Company.

If you have any questions, please do not hesitate to contact Sam Ackley by phone at 541-414-1420 or by email at the address set forth above. Thank you in advance for your attention to this matter.

Sincerely,  
HUNTER COMMUNICATIONS, INC.

By: [Signature]  
Name: SAM ACKLEY  
Title: C.O.O.

Acknowledged and Agreed:

City of Central Point

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment: LF Hunter re Assignment of Franchise Agt (1209 : Assignment of Hunter Communications Franchise Agreement)

City of Central Point  
Telecommunications Franchise Agreement  
Hunter Communications, Inc.

Franchise agreement authorized pursuant to Central Point Municipal Code Chapter 12.40, Telecommunications Infrastructure, between the City of Central Point (City) and Hunter Communications, Inc. (Grantee) and dated this 24<sup>th</sup> day of January, 2014.

1. **Grant of franchise.** Subject to the provisions and restrictions of this agreement and the Charter and the Municipal Code of Central Point, City grants to Grantee the non-exclusive privilege to use the public rights-of-way to construct and maintain telecommunication facilities within the corporate limits of the City.
  - 1.1. For purposes of this agreement, and in addition to the definitions contained in Chapter 12.40, Telecommunication Services means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used and Telecommunications is defined as "the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received."
  - 1.2. Upon the annexation of any territory to the City, the rights of Grantee in this agreement shall extend to the annexed territory to the extent the City has such authority. All facilities owned, maintained, or operated by Grantee located within any public rights of ways of the annexed territory shall be subject to all of the terms of this agreement.
2. **Term.** The term of this franchise shall be five years from the date listed above and shall renew automatically for 3 additional periods of 5 years each unless written notice is given by either party 90 days before expiration of its intent to terminate the franchise or unless terminated sooner as provided in this agreement or as provided in Chapter 12.40. This franchise may be terminated by the City at any time upon 30 days prior written notice to Grantee specifying Grantee's failure to comply with the other provisions of this agreement or the Municipal Code of Central Point, unless such default is remedied within the 30 day period. Said notice and termination shall not prejudice or limit any other remedy of City. Upon termination or expiration of the franchise, Grantee shall remove all of its facilities from the City's rights of way as provided in Chapter 12.40.
3. **Fee.**
  - 3.1 Grantee shall pay as a franchise fee to the City, through the duration of this franchise, an amount equal to seven percent of Grantee's gross revenues. Payment of the franchise fee shall be made quarterly on or before April 30, July 31, October 31 and January 31 for the calendar

quarter immediately preceding each of these dates. Grantee shall pay a pro rata fee for the last annual payment to the date of termination in addition to any other sums due the City and shall make such payment within 30 days of termination.

3.1.1. Gross revenue means revenue of Grantee or any affiliate of Grantee in whatever form accrued from all sources in connection with operation of the communication facilities throughout the entire franchise area, and includes any amount even if separately identified or accounted for by Grantee as franchise or other license fees, including but not limited to, revenues from subscribers and customers for internet access; installation fees, equipment fees, and other fees related to the communications service; advertising revenue; access and attachment charges paid to Grantee by other communications services or carriers; and revenue from the sale or lease of any wire, cable, facility, pole, duct, conduit or similar transmission equipment. As used in this section, "internet access" means access to content, information, electronic mail or other services offered over the internet, including voice over internet protocol (VOIP)." The fees and costs provided for in this franchise are subject to applicable federal and state laws.

3.1.2. Should Grantee determine that any revenue from Telecommunication Services or the use of Grantee's telecommunication facilities within the City is excluded from gross revenues, as defined above, because of federal or state laws, Grantee shall in any case account for such revenue in each of its payments. The accounting shall indicate the amount of revenue that was not included in the calculation of the fee paid to the city and the reason for the exclusion.

3.2. Franchise fee payments not received by the City on or before the due date shall be assessed interest at the rate of one percent over the existing prime rate as set by the bank with which the City contracts for its banking services, compounded daily. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.

Each payment shall be accompanied by a written report to the City, verified by an officer or other authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's gross revenues and the computation basis and method. Such reports shall be in a form satisfactory to the City.

3.3. No acceptance of any payment by Grantee shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City

may have for further or additional sums payable. All amounts paid shall be subject to confirmation and recomputation by the City, provided that such audit and computation is completed within three years of the date any audited and recomputed payment is due. If no such audit or financial review is conducted within the three year period, then any claim that the City might have had for additional compensation shall be forever waived and relinquished. Grantee agrees to reimburse the City for:

- 3.3.1. The reasonable costs of such confirmation if the City's recomputation discloses that Grantee has paid 95% or less of the franchise fees owing for the period at issue upon receipt of an invoice from the City showing such costs were actually incurred and directly related to the audit; or
- 3.3.2. One-half of the reasonable costs of such confirmation if the City's recomputation discloses that Grantee had paid more than 95% but less than 98% of the franchise fees owing for the period at issue.
- 3.3.3. The City's costs which may be reimbursed under this section shall not exceed \$5,000.00 per audit or financial review.
- 3.3.4. If the City determines that Grantee made any underpayment, and that the underpayment exceeded five percent of the amount due, Grantee shall pay interest compounded at the rate of one percent over the existing prime rate as set by the bank with which the City contracts for its banking services, compounded monthly. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.
- 3.3.5. If the City determines that Grantee has made any overpayment, it shall immediately refund such overpayment to Grantee. If the overpayment exceeded five percent of the amount due, City shall pay interest compounded at the rate of one percent over the existing prime rate as set by the bank with which the City contracts for its banking services, compounded monthly. Interest shall be due on the entire overpayment from the date on which the overpayment was made until the date on which refund is made.
- 3.4. If Grantee disputes the City's determination of underpayment, Grantee shall place the disputed amount in an escrow account until final resolution.
- 3.5. All Grantee's books, maps, and records directly concerning its gross revenues under this franchise and its calculation of franchise fee payments to the City shall be open for inspection by the proper officers or agents of the City, upon no less than 48 hours prior written notice, during normal business hours to determine the amount of compensation due the



City under this franchise, and shall be kept so as to accurately show the same.

- 3.6. Payment of the franchise fee shall not exempt Grantee from the payment of any license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.
- 3.7. Grantee shall make its telecommunications services available to the City at its most favorable rate offered at the time of the request charged to a similar user within Oregon for a similar volume of service, subject to any of Grantee's tariffs or price lists on file with the Oregon Public Utilities Commission. Grantee may deduct the applicable charges from franchise fee payments. Other terms and conditions of such services may be specified in a separate agreement between the City and Grantee.

**4. Central Point Municipal Code Chapter 12, Charter and General Ordinances to Apply.**

- 4.1 Unless the context requires otherwise, words and phrases used in this franchise shall have the same meaning as defined in Chapter 12.40, Telecommunications Infrastructure. All of the provisions of Chapter 12.40 are incorporated by reference and made a part of this franchise. In the event of any inconsistencies in the terms of this franchise and Chapter 12.40, the more restrictive provisions of Chapter 12.40 shall take precedence over franchise terms unless Chapter 12.40 specifically authorizes the franchise to provide otherwise.
- 4.2 The Charter of the City and general ordinance provisions of the City affecting matters of general City concern and not merely existing contractual rights of Grantee, now in effect or adopted in the future, are incorporated by reference and made a part of this franchise. Nothing in this franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid, or the manner of construction.

**5. General Financial and Insurance Provisions.**

- 5.1. Grantee shall secure and maintain the following liability insurance policies insuring both Grantee and City, its elected and appointed officers, officials, agents and employees as coinsured during the term of this agreement:

Bodily Injury/Death:	\$1,000,000
Property Damage:	\$1,000,000
Automobile Liability:	\$1,000,000
Workers' Compensation:	\$1,000,000

Explosion, Collapse, Product Hazard: \$1,000,000

In lieu of the above, Grantee may provide evidence of self-insurance subject to review and acceptance by City.

**6. Covenant to Indemnify and Hold City Harmless.**

- 6.1. Grantee shall defend, indemnify and hold the City and its officers, employees, agents, elected officials, and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by Chapter 12.40 or by this agreement.
- 6.2. Grantee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities in the public rights-of-way in a timely manner in accordance with a relocation schedule furnished to Grantee by the City Engineer, unless Grantee's failure arises directly from the City's negligence or willful misconduct.
- 6.3. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

**7. Construction and Relocation.**

- 7.1. Subject to applicable regulations of the City, Grantee may perform all necessary construction to construct, operate and maintain its telecommunications system. All construction and maintenance of any and all telecommunications system facilities within public rights-of-way incident to Grantee's provision of telecommunications services shall, regardless of who performs installation or construction, be and remain the responsibility

of Grantee. Grantee shall apply for and obtain all permits (no-fee permits are typically issued for franchise utilities) necessary for installation or construction of any such facilities, and for excavation and laying of any telecommunications system facilities within City public rights-of-way. Grantee shall pay all applicable fees due for City construction permits.

- 7.2. Prior to beginning construction, Grantee shall provide the City with an initial construction schedule for work in the public rights-of-way and the estimated total cost of such work. The schedule shall be submitted at least two weeks in advance of construction.
- 7.3. Grantee may make excavations in the City public rights-of-way for any facility needed for the maintenance or extension of Grantee's telecommunications system, subject to obtaining permits from the City. Prior to doing such work, Grantee must apply for, and obtain, appropriate permits from the City, and give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation.
- 7.4. In the event that emergency repairs are necessary for Grantee's facilities in the public rights-of-way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency. Grantee must comply with all ordinance provisions relating to such excavations or construction.
- 7.5. Grantee is responsible for becoming familiar with, and understanding the provisions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes"). Grantee shall comply with the terms and conditions set forth in the One-Call statutes.
- 7.6. Grantee shall at its own expense temporarily or permanently remove, relocate, change or alter the position of any of its facilities when directed to do so by City in compliance with Chapter 12.40.
- 7.7. Grantee's telecommunications system shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems or any other facilities of the City.
- 7.8. Where Grantee installs its telecommunications facilities under or adjacent to any existing paved bicycle path, the path shall be overlaid with a new asphalt surface after construction. Where Grantee installs its telecommunication facilities along the route of a planned bicycle path, the City may require Grantee to construct the bicycle path as a condition of plan approval. All such bicycle path repair and construction shall be at Grantee's expense.

- 7.9. Upon completion of construction of any new facilities, Grantee shall promptly furnish the City with two sets of "as built" plans showing the exact location and construction details of all of Grantee's facilities. New plans will be furnished promptly for any additions or modifications.

Upon request, Grantee shall provide the City with an accurate map or maps certifying the location of all telecommunication facilities within the public rights-of-way. Grantee will otherwise provide updated maps annually.

- 7.10. Except in the case of an emergency, within ninety days following the written notice by the city, Grantee shall, at no expense to City, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public rights-of-way whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:
- 7.10.1. The construction, repair, maintenance or installation of any city or other public improvement in or upon the public rights-of-way;
  - 7.10.2. The operations of the city or other governmental entity in or upon the public rights-of-way;
  - 7.10.3. The public interest.
- 7.11. Should it ever become necessary to temporarily rearrange or temporarily remove Grantee's telecommunications facilities at the request of a private person or business, Grantee shall perform such rearrangement or removal as expeditiously as possible upon receipt or reasonable written notice from the business or person desiring the temporary change of the telecommunication facilities. The notice shall:
- 7.11.1. be approved by the City Manager;
  - 7.11.2. detail the route of movement;
  - 7.11.3. provide that the costs incurred by Grantee in making the temporary change be borne by the person or business giving said notice;
  - 7.11.4. provide that the person or business giving the notice shall indemnify and hold harmless Grantee of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary change of Grantee's telecommunications facilities, and (e) if required by Grantee, be accompanied by a cash deposit or a good



and sufficient bond to pay any and all of Grantee's estimated costs as estimated by Grantee.

8. **Reservation of City Public rights-of-way Rights; Requirements for Undergrounding.**
  - 8.1. Nothing in this franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing or altering any public rights-of-way or constructing or establishing any other public work or improvement.
  - 8.2. Grantee's telecommunication facilities shall be installed underground unless Grantee contracts with another City of Central Point franchisee to employ that franchisee's above-ground facilities in place at the time this franchise is granted. It shall be lawful for Grantee to make all necessary excavations in any public way for the purpose of constructing and maintaining its telecommunication facilities. Provided, however, that Grantee's use of the public way shall be subject to the City Manager's authority to prescribe which public way will be used and the location within the public way, which authority is hereby expressly reserved by the City and delegated to the City Manager.
  - 8.3. Whenever all new or existing electric utilities, telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee with permission to occupy the same public right-of-way must also locate its telecommunications facilities underground.
  - 8.4. Whenever all new or existing electric utilities, telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee that currently occupies the same public right-of-way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public right-of-way, absent extraordinary circumstances or undue hardship as determined by the city and consistent with applicable state and federal law.
9. **Repair.** Grantee shall at all times maintain all of its telecommunication facilities in a good state of repair. Motorized vehicles shall not be allowed on any public bicycle paths and landscaped areas, except when necessary to install, remove or repair Grantee's facilities. Except in an emergency, permission shall be obtained from the City Public Works Department before using motorized vehicles on any public bicycle paths and landscaped areas. Any damage to any public way or landscaped areas caused by Grantee shall be repaired by Grantee at no cost to the City. Grantee shall have a local representative available at all times through the Rogue Basin Utilities Coordinating Council to locate Grantee's facilities for persons who need to excavate in the public way.

10. **City's Written Consent Required for Assignment, Transfer, Merger, Lease or Mortgage.** Ownership or control of a telecommunications system or franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Grantee, by operation of law or otherwise, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.
- 10.1. Grantee and the proposed assignee or transferee of the grant or system shall provide and certify the following information to the City not less than 120 days prior to the proposed date of transfer:
- 10.1.1. Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;
- 10.1.2. All information required of a telecommunications franchise applicant pursuant this chapter with respect to the proposed transferee or assignee;
- 10.1.3. Any other information reasonably required by the City.
- 10.2 No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the telecommunications system pursuant to this title.
- 10.3 Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign a telecommunications franchise.
- 10.4 Any transfer or assignment of a telecommunications grant, system or integral part of a system without prior written approval of the City under this section shall be void and is cause for revocation of the franchise.
- 10.5. Grantee may dedicate or lease its fiber optic system or any portion thereof, or otherwise make its fiber optic system available in the ordinary conduct of its business as a telecommunications company, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its fiber optic system, and so long as the City's bandwidth or access speed are not diminished.
11. **Miscellaneous Provisions.**
- 11.1. Both Grantee and the City shall comply with all applicable federal and state laws. Grantee shall comply with all applicable City ordinances, resolutions, rules and regulations adopted or established pursuant to the City's lawful authority.

- 11.2. If any section, provision or clause of this franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this franchise shall not be affected, unless the city council determines such section, provision, or clause was material to the City's agreement to issue a franchise to Grantee.
- 11.3. The City Manager is authorized to act for the City in all matters pertaining to this agreement. Grantee may appeal any action of the City Manager to the City Council by giving written notice thereof within 21 days after Grantee was notified of such action. The City Council will hear the appeal and render a final decision within 30 days after the notice of appeal is given. Grantee shall not be relieved of its obligations to comply with any of the provisions of this franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this franchise by reason of such failure or neglect.
- 11.4. Any litigation between the City and Grantee arising under or regarding this franchise shall occur, if in the state courts, in the Jackson County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 11.5. Whenever any notice is given pursuant to this ordinance, it shall be effective on the date it is sent in writing by registered or certified mail, addressed as follows:
- To the City: City Manager, City of Central Point, and 140 S. Third St., Central Point, OR 97502
- To Grantee: Richard W. Ryan, Hunter Communications, Inc.  
Operations Department, Hunter Communications, Inc., 801 Enterprise Drive, Central Point, OR 97502
- Notice of change of address may be given in the same manner as any other notice.
- 11.6. In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, the City's liability shall be limited to the cost of repair or replacement of damaged facilities, whichever is less. The City shall not be liable to Grantee for lost revenue, lost profits, incidental or consequential damages or claims of third parties arising from damage to Grantee's facilities. Grantee covenants that it will not assert any claim against the City for any liability, loss, or damage excluded under this section.

12. **Other Authority Superseded.** Upon effectiveness of this franchise, any and all authority to operate previously granted to Grantee by the City shall be superseded by this franchise.

13. **Cable Authority.** This franchise does not authorize Grantee to operate a cable system or provide video programming, as defined by 47 U.S.C.A §522 (Supp. 1997). In the event that Grantee wishes to add cable television services to the list of services, as regulated by the Federal Communications Act of 1934, as amended, Grantee agrees that it must negotiate an additional agreement with the City setting forth the terms and conditions governing such service. Other than as prescribed in Section 3.6, Grantee shall not be required to pay any additional fee, compensation or consideration to the City for its use of the public way. However, Grantee shall pay any charges and penalties imposed by the City for noncompliance with Charter provisions, ordinances, resolutions or permit conditions.

Grantee:  
Hunter Communications, Inc.  
By: [Signature]  
Title: President / CEO

City:  
City of Central Point  
By: [Signature]  
Title: Mayor



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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Finance
<b>FROM:</b>	Steven Weber,		
<b>MEETING DATE:</b>	October 24, 2019		
<b>SUBJECT:</b>	September 30, 2019 Financial Statements		
<b>ACTION REQUIRED:</b>	Consent Agenda Item	<b>RECOMMENDATION:</b>	Approval

**BACKGROUND INFORMATION:** Attached are the City's financial statements for the period ending September 30, 2019, which represents the first three months of the new biennium. The next five pages are the Revenue and Expenditure statements for each of the respective funds, while the last page is the Budget Compliance report, which recaps expenses by department. In all funds, revenues and expenditures are on track for the time period.

General Fund revenues are in line with expectations as more significant property tax receipts won't begin to come in until November, and the financing of the Community Center is budgeted for the second year of the biennium. Expenditures for the General Fund are at only 11.66% of the budgeted amount.

The Street Fund revenues are at 11.14% of the budget, while expenditures are at 14.21% of total budget. The revenue percentage is impacted by the financing of the new public works corporation yard budgeted in the second year of the biennium. Expenditures show slightly higher due to finalizing the purchase of the Haskell Street property for the new public works corporation yard. Otherwise the fund is in a good position.

The Building Fund continues to show strong revenue totals that are exceeding expectations for the biennium.

Water Fund total revenues are 14.11% of the budget, with expenditures at 12.87%. The Charge for Services revenue line item (which includes water sales) is trending slightly higher than expectations (15.56%) due to the warm weather during the summer months. The expenditure total is trending higher due to finalizing the purchase of the Haskell Street property for the new public works corporation yard.

Stormwater and Internal Services Fund revenues and expenditures are in line with this point in the biennium.

Overall, all fund revenues and expenditures are all in line with expectations.

---

**FINANCIAL ANALYSIS:**

---

**LEGAL ANALYSIS:**

---

**COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:**

---

**STAFF RECOMMENDATION:** Mayor and Council approve September 30, 2019, financial statements as presented as part of the consent agenda.

---

**ATTACHMENTS:**

1. September 30, 2019 Financial Statements

**City of Central Point**  
**Council Financial Statements**  
**For period ending September 30, 2019**

% of biennial budget 12.50%

	Biennium to Date			Percentage Received/Used
	2019/21 Biennial Budget	Revenues & Expenditures	Difference	
<b>General Fund</b>				
<b>Revenues</b>				
Taxes	\$15,864,500	\$511,760	\$15,352,740	3.23%
Licenses & Fees	\$160,020	\$50,952	\$109,068	31.84%
Intergovernmental	\$1,378,920	\$106,068	\$1,272,852	7.69%
Charges for Service	\$2,491,600	\$290,355	\$2,201,245	11.65%
Fines and Forfeitures	\$172,000	\$6,435	\$165,565	3.74%
Interest Income	\$174,500	\$20,137	\$154,363	11.54%
Miscellaneous	\$8,425,000	\$647,015	\$7,777,985	7.68%
Transfers In	\$0	\$0	\$0	0.00%
<b>Total Revenues</b>	<b>28,666,540</b>	<b>1,632,722</b>	<b>27,033,818</b>	<b>5.70%</b>
<b>Expenditures by Department</b>				
Administration	1,728,290	164,176	1,564,114	9.50%
City Enhancement	422,000	74,647	347,353	17.69%
Technical Services	1,279,910	126,658	1,153,252	9.90%
Mayor & Council	183,780	40,638	143,142	22.11%
Finance	1,687,630	173,381	1,514,249	10.27%
Parks	2,134,300	238,325	1,895,975	11.17%
Recreation	1,066,140	166,522	899,618	15.62%
Planning	1,395,060	149,815	1,245,245	10.74%
Police	10,614,360	1,142,623	9,471,737	10.76%
Interdepartmental	408,000	262,121	145,879	64.25%
Transfers Out	671,485	0	671,485	0.00%
Contingency	180,000	0	180,000	0.00%
<b>Total Expenditures by Department</b>	<b>21,770,955</b>	<b>2,538,906</b>	<b>19,232,049</b>	<b>11.66%</b>
Net Change in Fund Balance		(906,184)		
Beginning Fund Balance	3,961,093	3,982,987	21,894	
Ending Fund Balance	10,856,678	3,076,803	(7,779,875)	

Attachment: September 30, 2019 Financial Statements (1207 : September 30, 2019 Financial Statements)



**City of Central Point**  
**Council Financial Statements**  
**For period ending September 30, 2019**

% of biennial budget 12.50%

	Biennium to Date		Difference	Percentage Received/Used
	2019/21 Biennial Budget	Revenues & Expenditures		
<b>Street Fund</b>				
<b>Revenues</b>				
Franchise Tax	\$486,000	\$60,750	\$425,250	12.50%
Charges for Services	\$1,593,000	\$284,257	1,308,743	17.84%
Intergovernmental Revenue	\$2,966,640	\$325,718	2,640,922	10.98%
Interest Income	\$135,000	\$14,384	120,616	10.65%
Miscellaneous	\$1,002,000	\$3,328	998,672	0.33%
Transfers In	\$0	\$0	0	0.00%
<b>Total Revenues</b>	<b>6,182,640</b>	<b>688,438</b>	<b>5,494,202</b>	<b>11.14%</b>
<b>Expenditures</b>				
Operations	5,133,470	672,346	4,461,124	13.10%
SDC	675,000	274,360	400,640	40.65%
Transfers	152,000	0	152,000	0.00%
Contingency	700,000	0	700,000	0.00%
<b>Total Expenditures</b>	<b>6,660,470</b>	<b>946,706</b>	<b>5,713,764</b>	<b>14.21%</b>
Net Change in Fund Balance		(258,268)		
Beginning Fund Balance	3,073,214	3,415,294	342,080	
Ending Fund Balance	2,595,384	3,157,026	561,642	
<b>Capital Improvement Fund</b>				
<b>Revenues</b>				
Intergovernmental	\$150,000	\$0	\$150,000	0.00%
Charges for Services	\$312,500	\$143,000	169,500	45.76%
Interest Income	\$21,000	\$2,886	18,114	13.74%
<b>Total Revenues</b>	<b>483,500</b>	<b>145,886</b>	<b>337,614</b>	<b>30.17%</b>
<b>Expenditures</b>				
Parks Projects	485,000	328,590	156,410	67.75%
Parks Projects - SDC	32,000	0	32,000	0.00%
Transfers Out	143,500	0	143,500	0.00%
<b>Total Expenditures</b>	<b>660,500</b>	<b>328,590</b>	<b>188,410</b>	<b>49.75%</b>
Net Change in Fund Balance		(182,704)		
Beginning Fund Balance	360,462	431,365	70,903	
Ending Fund Balance	183,462	248,661	65,199	

Attachment: September 30, 2019 Financial Statements (1207 : September 30, 2019 Financial Statements)



**City of Central Point**  
**Council Financial Statements**  
**For period ending September 30, 2019**

	2019/21 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	% of biennial budget 12.50% Percentage Received/Used
<b>Reserve Fund</b>				
<b>Revenues</b>				
Interest	\$29,000	\$5,084	\$23,916	17.53%
Transfers In	\$50,000	\$0	50,000	0.00%
<b>Total Revenues</b>	<b>79,000</b>	<b>5,084</b>	<b>50,000</b>	<b>6.43%</b>
<b>Expenditures</b>				
Facility Improvements	417,560	21,173	396,387	0.00%
<b>Total Expenditures</b>	<b>417,560</b>	<b>21,173</b>	<b>396,387</b>	<b>0.00%</b>
Net Change in Fund Balance		5,084		
Beginning Fund Balance	631,204	<b>804,204</b>	173,000	
Ending Fund Balance	<u>292,644</u>	<u>809,288</u>	<u>516,644</u>	
<b>Debt Service Fund</b>				
<b>Revenues</b>				
Charges for Service	\$881,300	\$48,000	\$833,300	5.45%
Interest Income	\$2,600	\$444	2,156	17.07%
Intergovernmental	\$0	\$0	0	0.00%
Special Assessments	\$0	\$0	0	0.00%
Miscellaneous Revenue	\$0	\$0	0	0.00%
Transfers In	\$966,985	\$0	966,985	0.00%
<b>Total Revenues</b>	<b>1,850,885</b>	<b>48,444</b>	<b>1,802,441</b>	<b>2.62%</b>
<b>Expenditures</b>				
Debt Service	1,676,655	0	1,676,655	0.00%
<b>Total Expenditures</b>	<b>1,676,655</b>	<b>0</b>	<b>1,676,655</b>	<b>0.00%</b>
Net Change in Fund Balance		48,444		
Beginning Fund Balance	101,336	<b>52,097</b>	-49,239	
Ending Fund Balance	<u>275,566</u>	<u>100,541</u>	<u>(175,025)</u>	
<b>Building Fund</b>				
<b>Revenues</b>				
Charges for Service	\$523,000	\$157,988	\$365,012	30.21%
Interest Income	\$25,000	\$5,497	19,503	21.99%
Miscellaneous	\$0	\$150	-150	0.00%
<b>Total Revenues</b>	<b>548,000</b>	<b>163,635</b>	<b>384,365</b>	<b>29.86%</b>
<b>Expenditures</b>				
Personal Services	475,390	32,801	442,589	6.90%
Materials and Services	127,600	21,703	105,897	17.01%
Contingency	6,000	0	6,000	0.00%
<b>Total Expenditures</b>	<b>608,990</b>	<b>54,504</b>	<b>554,486</b>	<b>8.95%</b>
Net Change in Fund Balance		109,131		
Beginning Fund Balance	408,782	<b>603,303</b>	194,521	
Ending Fund Balance	<u>347,792</u>	<u>712,434</u>	<u>364,642</u>	

Attachment: September 30, 2019 Financial Statements (1207 : September 30, 2019 Financial Statements)

**City of Central Point**  
**Council Financial Statements**  
**For period ending September 30, 2019**

% of biennial budget 12.50%

	2019/21 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
<b>Water Fund</b>				
<b>Revenues</b>				
Charges for Services	\$8,516,500	\$1,325,464	\$7,191,036	15.56%
Interest Income	\$55,000	\$5,215	49,785	9.48%
Miscellaneous	\$1,000,000	\$19,484	980,516	0.00%
<b>Total Revenues</b>	<b>9,571,500</b>	<b>1,350,163</b>	<b>8,221,337</b>	<b>14.11%</b>
<b>Expenditures</b>				
Operations	8,486,565	923,100	7,563,465	10.88%
SDC Improvements	400,000	304,619	95,381	76.15%
Contingency	651,100	0	651,100	0.00%
<b>Total Expenditures</b>	<b>9,537,665</b>	<b>1,227,719</b>	<b>8,309,946</b>	<b>12.87%</b>
Net Change in Fund Balance		122,444		
Beginning Fund Balance	3,664,753	2,807,325	-857,428	
Ending Fund Balance	3,698,588	2,929,769	-768,819	
<b>Stormwater Fund</b>				
<b>Revenues</b>				
Charges for Services	\$1,915,315	\$242,257	\$1,673,058	12.65%
Interest Income	\$40,000	\$9,907	30,093	24.77%
Miscellaneous	\$1,000,000	\$1,479	998,521	0.00%
<b>Total Revenues</b>	<b>2,955,315</b>	<b>253,643</b>	<b>2,701,672</b>	<b>8.58%</b>
<b>Expenditures</b>				
Operations	2,247,670	331,954	1,915,716	14.77%
SDC	0	0	0	0.00%
Contingency	546,500	0	546,500	0.00%
<b>Total Expenditures</b>	<b>2,794,170</b>	<b>331,954</b>	<b>2,462,216</b>	<b>11.88%</b>
Net Change in Fund Balance		(78,311)		
Beginning Fund Balance	1,099,275	1,536,389	437,114	
Ending Fund Balance	1,260,420	1,458,078	197,658	

Attachment: September 30, 2019 Financial Statements (1207 : September 30, 2019 Financial Statements)

**City of Central Point**  
**Council Financial Statements**  
**For period ending September 30, 2019**

% of biennial budget 12.50%

	Biennium to Date		Difference	Percentage Received/Used
	2019/21 Biennial Budget	Revenues & Expenditures		
<b>Internal Services Fund</b>				
<b>Revenues</b>				
Charges for Services	\$2,989,600	\$364,085	\$2,625,515	12.18%
Interest Income	\$12,000	\$1,185	10,815	9.88%
Miscellaneous	\$5,000	\$143	4,857	2.86%
<b>Total Revenues</b>	<b>3,006,600</b>	<b>365,413</b>	<b>2,641,187</b>	<b>12.15%</b>
<b>Expenditures</b>				
Facilities Maintenance	537,350	51,288	486,062	9.54%
PW Administration	1,677,840	134,113	1,543,727	7.99%
PW Fleet Maintenance	980,710	155,188	825,522	15.82%
Interfund Transfers	50,000	0	50,000	0.00%
<b>Total Expenditures</b>	<b>3,245,900</b>	<b>340,588</b>	<b>2,905,312</b>	<b>10.49%</b>
Net Change in Fund Balance		24,825		
Beginning Fund Balance	354,607	<b>305,638</b>	-48,969	
Ending Fund Balance	115,307	<b>330,463</b>	215,156	

Attachment: September 30, 2019 Financial Statements (1207 : September 30, 2019 Financial Statements)

**City of Central Point**  
**Budget Compliance Report**  
**For period ending September 30, 2019**

% of biennial budget 12.50%

Fund	Department/ Classification	2019/21 Biennial Budget	Biennium to Date Expenditures	Percent Used	Difference
<b>General</b>	Administration	\$1,728,290	\$164,176	9.50%	\$1,564,114
	City Enhancement	422,000	74,647	17.69%	347,353
	Technical Services	1,279,910	126,658	9.90%	1,153,252
	Mayor and Council	183,780	40,638	22.11%	143,142
	Finance	1,687,630	173,381	10.27%	1,514,249
	Parks	2,134,300	238,325	11.17%	1,895,975
	Recreation	1,066,140	166,522	15.62%	899,618
	Planning	1,395,060	149,815	10.74%	1,245,245
	Police	10,614,360	1,142,623	10.76%	9,471,737
	Interdepartmental	408,000	262,121	64.25%	145,879
	Transfers	671,485	0	0.00%	671,485
	Contingency	180,000	0	0.00%	180,000
		<b>Total Expenditures</b>	<b>21,770,955</b>	<b>2,538,906</b>	<b>11.66%</b>
<b>HTCU</b>	Materials and Services	0	0	0.00%	0
	<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>
<b>Street</b>	Operations	5,193,470	672,346	12.95%	4,521,124
	SDC Improvements	767,000	274,360	35.77%	492,640
	Contingency	700,000	0	0.00%	700,000
	<b>Total Expenditures</b>	<b>6,660,470</b>	<b>946,706</b>	<b>14.21%</b>	<b>5,713,764</b>
<b>Capital Projects</b>	Park Projects	150,000	157,737	105.16%	(7,737)
	Park Projects - SDC	367,000	170,853	46.55%	196,147
	Transfers	143,500	0	0.00%	143,500
	<b>Total Expenditures</b>	<b>660,500</b>	<b>328,590</b>	<b>49.75%</b>	<b>331,910</b>
<b>Debt Service</b>	<b>Total Expenditures</b>	<b>1,676,655</b>	<b>0</b>	<b>0.00%</b>	<b>1,676,655</b>
<b>Reserve Fund</b>	<b>Total Expenditures</b>	<b>417,560</b>	<b>21,173</b>	<b>5.07%</b>	<b>396,387</b>
<b>Building</b>	Personnel Services	475,390	32,801	6.90%	442,589
	Materials and Services	127,600	21,703	17.01%	105,897
	Contingency	6,000	0	0.00%	6,000
	<b>Total Expenditures</b>	<b>608,990</b>	<b>54,504</b>	<b>8.95%</b>	<b>554,486</b>
<b>Water</b>	Operations	8,486,565	923,100	10.88%	7,563,465
	SDC Improvements	400,000	304,619	76.15%	95,381
	Contingency	651,100	0	0.00%	651,100
	<b>Total Expenditures</b>	<b>9,537,665</b>	<b>1,227,719</b>	<b>12.87%</b>	<b>8,309,946</b>
<b>Stormwater</b>	Operations	2,247,670	331,954	14.77%	1,915,716
	SDC Improvements	8,000	0	0.00%	8,000
	Contingency	546,500	0	0.00%	546,500
	<b>Total Expenditures</b>	<b>2,802,170</b>	<b>331,954</b>	<b>11.85%</b>	<b>2,470,216</b>
<b>Internal Services</b>	Facilities Maintenance	537,350	51,288	9.54%	486,062
	PW Administration	1,677,840	134,113	7.99%	1,543,727
	PW Fleet Maintenance	980,710	155,188	15.82%	825,522
	Transfers	50,000	0	0.00%	50,000
	<b>Total Expenditures</b>	<b>3,245,900</b>	<b>340,588</b>	<b>10.49%</b>	<b>2,905,312</b>
<b>Total City Operations</b>		<b>\$46,963,305</b>	<b>\$5,790,141</b>	<b>12.33%</b>	<b>\$41,194,337</b>



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

### **ISSUE SUMMARY**

<b>TO:</b>	City Council	<b>DEPARTMENT:</b>	Community Development
<b>FROM:</b>	Tom Humphrey, Community Development Director		
<b>MEETING DATE:</b>	October 24, 2019		
<b>SUBJECT:</b>	Planning Commission Report		
<b>ACTION REQUIRED:</b>	Information/Direction	<b>RECOMMENDATION:</b>	Approval

The following items were presented by staff and discussed by the Planning Commission at its regular meeting on October 15, 2019.

- A. **Public Hearing to consider a Site Plan and Architectural Review application for the development of a 2,345 square foot oil change facility and a 4,971 square foot automated car wash, including parking, payment kiosks, vacuum stations and landscaped areas. The project site is located at 4245 Table Rock Road within the Tourist and Office Professional (C-4) commercial zoning district and is identified on the Jackson County Assessor's Map as 37S 2W 01C Tax Lot 700. File No. SPAR-19002. Applicant: JB Steel, Inc.; Agent: Amy Gunter, Rogue Planning & Development Service, LLC.** Planning staff reported that the applicants provided revised site plan and building design material and findings but not in time to adequately assess those changes. It was agreed that an additional two weeks was necessary and that this item would be presented at the November Planning Commission meeting for action. The applicants submitted a letter authorizing the City to exceed the State's 120 day permit processing rule and the public hearing was continued to the next meeting.
- B. **Public Hearing to consider a Major Modification to Approved Plans and Conditions of Approval for an existing stealth-designed telecommunication facility (cell tower). The project site is located at 250 Peninger Road within the Tourist and Office Professional (C-4) commercial zoning district and is identified on the Jackson County Assessor's Map as 37S 2W 02D Tax Lot 2905. File No. MOD-19001. Applicant: Sprint Corporation; Agent: SAC Wireless.** Planning staff explained that the current cell tower at the KFC location was originally designed to resemble a flag pole. The modification increases the circumference of the upper 20 feet of the pole to accommodate a new updated antenna in order to maintain user service in this area. The proposal was compared to similar towers on the I-5 corridor. Given the cell tower's proximity to large signs advertising adjacent businesses the Commission concluded that a single pole design that is painted an unobtrusive color, does not include an attached flag and has an antenna internal to the design could be approved. Consequently the Commission approved the modification. Members did express an interest in viewing a 5G video that has been shown to the City Council. That video will be shown to the Commission at their next meeting.

