

60 - 62 D. Resolution No. _____, A Resolution of the City of Central Point Acknowledging Expiration of System Development Charge (SDC) Credits for Parks and Open Space within the Snowy Butte Station Development (Samitore)

63 E. Resolution No. _____, A Resolution of the City of Central Point Acknowledging Expiration of System Development Charge (SDC) Credits for Water Upsizing in the Blue Grass Downs Subdivision (Samitore)

IX. BUSINESS

65 - 74 A. Award of Bid for Parks and Recreation Master Plan (Samitore)

76 - 78 B. Award of Bid for City Backflow Testing Program (Samitore)

X. MAYOR'S REPORT

XI. CITY MANAGER'S REPORT

XII. COUNCIL REPORTS

XIII. DEPARTMENT REPORTS

XIV. EXECUTIVE SESSION

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

XV. 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 at: 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

Consent Agenda

**CITY OF CENTRAL POINT
CITY Council Meeting Minutes
January 14, 2016**

I. REGULAR MEETING CALLED TO ORDER

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

II. PLEDGE OF ALLEGIANCE

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

City Manager Chris Clayton; Police Chief Kris Allison; City Attorney Sydnee Dreyer; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore and Planning Secretary Karin Skelton were also present.

IV. PUBLIC APPEARANCES - None

V. CONSENT AGENDA

- A. Approval of December 10, 2015 Council Minutes**
- B. Approval of Child Trafficking Proclamation**

Mike Quilty made a motion to approve the Consent Agenda. Tanea Browning seconded the motion. ROLL CALL: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Allen Broderick, yes; Brandon Thueson, yes; Rick Samuelson, yes; Mike Quilty, yes. Motion approved

VI. ITEMS REMOVED FROM CONSENT AGENDA – None

VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. Continued Public Hearing – An Ordinance Annexing into the City of Central Point Property Described as Map No. 372W01BA, Tax Lot 800, 185 W. Vilas**

City Manager Chris Clayton stated that this was a continued public hearing from the December Council meeting regarding the involuntary annexation into the City of Central Point the property located at 185 W. Vilas Road. He noted that two properties were addressed in the staff report, 185 W. Vilas Rd. and 225 W. Vilas Road and that both were “island” properties and were adjacent to Don Jones Park. He said that 185 W. Vilas was specifically a blighted property. The public hearing is on this particular property. The owner of the property was deceased and the annexation notice that had been sent was returned. There were multiple agents listed for the property, so the City re-noticed all the agents. There has been no response, and none of the notices were returned, thus the noticing requirements have been met.

Mr. Clayton added that he had gotten a projection from the Jackson County Tax Assessor regarding the increase of property taxes on 185 W. Vilas after annexation. The Tax Assessor's projection was a \$651 per year increase. This property was not currently connected to the City water system, but had been paying utility fees. He stated that the recommendation for 185 W. Vilas, would be to re-open the public hearing, allow testimony and then close the public hearing. He said that the Council had to specify the date for the annexation to occur and that it could be not less than 3 years or more than 10 years. His recommendation would be to specify the annexation for January 29, 2019, which is three years from the second reading which will be January 28, 2016.

Public Hearing Opened - There were no questions or comments and the public hearing was closed.

Mike Quilty made a motion to move an Ordinance Annexing into the City of Central Point Property Described as Map No. 372W01BA, Tax Lot 800, 185 W. Vilas. Rick Samuelson seconded the motion. ROLL CALL: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Allen Broderick, yes; Brandon Thueson, yes; Rick Samuelson, yes; Mike Quilty, yes. Motion approved

B. Second Reading – Ordinance No. 2021, An Ordinance Annexing into the City of Central Point property Described as Map No. 372W01BA, Tax Lot 900, 225 W. Vilas

City Manager Chris Clayton stated that the public hearing had been concluded at the December meeting. This property was currently connected to City water. The Jackson County Tax Assessor projected that taxes would increase by \$555 per year after annexation. He also stated that there was a shop on the back of the property that had been used for commercial purposes.

Community Development Director Tom Humphrey said that at present, under the County's zoning of the property, the commercial building was permitted but the house would be an existing nonconforming structure, however once the property was annexed, under the City's zoning the house would be the legally conforming structure and the shop would become a legally nonconforming structure.

Mr. Clayton stated that as this was the second reading, he recommended setting the date for annexation for January 15, 2019.

Brandon Thueson made a motion to approve Ordinance No. 2021, An Ordinance Annexing into the City of Central Point property Described as Map No. 372W01BA, Tax Lot 900, 225 W. Vilas. Rick Samuelson seconded the motion. ROLL CALL: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Allen Broderick, yes; Brandon Thueson, yes; Rick Samuelson, yes; Mike Quilty, yes. Motion approved

C. Public Hearing, Ordinance No. 2022, An Ordinance of the City of Central Point Declaring a Ban on Medical Marijuana Processing Sites, Medical Marijuana Dispensaries, Recreational Marijuana Producers, Recreational Marijuana Processors, Recreational Marijuana Wholesales, and Recreational Marijuana Retailers; Referring Ordinance and Declaring an Emergency.

City Attorney Sydnee Dryer stated that this was an Ordinance and two Resolutions and that each would require a separate vote. She explained that because in Jackson County there were not at least 55% of the voters who voted against Measure 91, the City could adopt an ordinance banning Marijuana use and referring the question to the voters on the November ballot. She stated the Ordinance before the council is to ban the six stated specified uses. She said that what is not included in the ordinance was medical marijuana grow sites and personal home grows of those individuals over 21. HB 3460 made it very clear that the City was authorized to ban medical marijuana processors and dispensaries and all four licensed recreational uses specified, and this was the process to achieve that.

City Manager Chris Clayton asked for clarification regarding restrictions already in place on personal grows.

Ms. Dreyer stated that The City was authorized to place reasonable restrictions on grows. She explained that once the ordinance passed it would place a ban on the six specified uses and refer the matter to the voters. Once the ordinance was approved, it would be effective as of today's date and would act as a temporary moratorium against the issuance of any licenses by the OLCC or the OHA.

She then informed the Council that the purpose of the two resolutions was to separate the medical marijuana issues and the recreational marijuana issues for the voters to process. Her recommendation was for the Council to approve the Ordinance, instituting a temporary ban on both medical and recreational marijuana uses. Then approve the two resolutions, the first of which would ban the medical marijuana processing sites and medical marijuana dispensaries within the city and the second would ban all four recreational uses. Also, by declaring an emergency the matter would not have to go to a second reading.

In response to questions from the council, Ms. Dreyer clarified that the intent was to allow the voters to decide the issue, and not to state personal preferences of council members.

City Manager Chris Clayton asked what would happen if the voters did not approve the ban.

Ms. Dreyer responded that the City had already adopted time, place and manner restrictions on medical marijuana dispensaries. If the voters did not pass a ban in November, the temporary ban would go away and medical marijuana dispensaries within the city would be subject to the restrictions currently in place. At that time any requisite changes to the City's land use code could be made in order to address recreational marijuana.

Allen Broderick asked if commercial landlords would be required to rent to marijuana businesses. Ms. Dreyer responded that they would be able to decline to rent to a commercial business if they did not want that business in their building.

Public Hearing Opened. There were no questions or comments and the Public Hearing was closed

Mike Quilty made a motion to approve Ordinance No. 2022, Declaring a Ban on Medical Marijuana Processing Sites, Medical Marijuana Dispensaries, Recreational Marijuana Producers, Recreational Marijuana Processors, Recreational Marijuana Wholesales, and Recreational Marijuana Retailers; Referring Ordinance and Declaring an Emergency. Allen Broderick Seconded the motion. ROLL CALL: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Allen Broderick, yes; Brandon Thueson, yes; Rick Samuelson, yes; Mike Quilty, yes. Motion approved.

D. Resolution No. 1441, A Resolution Approving Referral to the Electors of the City of Central Point the question of Banning Medical Marijuana Processing Sites and Medical Marijuana Dispensaries within the City of Central Point.

City Attorney Sydnee Dryer informed the Council that this resolution is specifically asking the voters to vote on whether or not to ban medical marijuana processing sites and medical marijuana dispensaries within the City.

There was a brief discussion as to differences between medical and recreational marijuana.

Mike Quilty made a motion to approve Resolution 1441, Approving Referral to the Electors of the City of Central Point the question of Banning Medical Marijuana Processing Sites and Medical Marijuana Dispensaries within the City of Central Point. Brandon Thueson seconded the motion. ROLL CALL: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Allen Broderick, yes; Brandon Thueson, yes; Rick Samuelson, yes; Mike Quilty, yes. Motion approved

E. Resolution No. 1442, A Resolution Approving Referral to the electors of the city of Central Point the question of Banning Recreational Marijuana Producers, Recreational marijuana Wholesalers, and Recreational Marijuana Retailers within the City of Central Point.

Sydnee Dreyer stated that this resolution is referring the specific question to the voters “shall the City of Central Point prohibit recreational marijuana producers, processors, growers and retailers in the City of Central Point?”

Mike Quilty made a motion to approve Resolution No. 1442, Referral to the electors of the city of Central Point the question of Banning Recreational Marijuana Producers, Recreational marijuana Wholesalers, and Recreational Marijuana Retailers within the City of Central Point. Tanea Browning seconded the motion. ROLL CALL: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Allen Broderick, yes; Brandon Thueson, yes; Rick Samuelson, yes; Mike Quilty, yes. Motion approved.

VIII. BUSINESS

A. Planning Commission Report

Community Development Director Tom Humphrey updated the Council on the Costco applications. He stated there were three applications, a Conditional Use Permit, a Site Plan and Architectural Review application and an application for a sign variance. He said the Planning Commission had a public hearing on January 4, 2016 on all three

applications. Due to the fact that some information had been submitted rather late in the process, the record was kept open for seven days after the public hearing for additional comments. Costco then had seven days to respond. The deadline for Costco's response is January 19, 2016. The Planning Commission will be provided a complete record and will deliberate on February 2, 2016 as to whether or not to approve the Conditional Use Permit for Costco. The site plan and sign variance applications were approved at the January 4, 2016 meeting conditioned on the approval of the Conditional Use Permit. After the February 2, 2016 decision, there would be a 10 day appeal period.

B. Update on Mae Richardson Traffic/Parking/Student Pick up

Matt Samitore gave an update to the Council on the Mae Richardson project. He said that the rain was impeding progress, but they were hoping to have at least part of the area finished in February. It would be excavated and shale laid down and then graveled. The parking lot area would probably be done by spring break. The cost is being split with the school district with the City's portion to be about \$10,000. He said that if they were to do a paved parking lot it would be about \$250,000.

IX. MAYOR'S REPORT

Mayor Williams reported he had attended a Water Commission Meeting several times.

- He attended the Medford Library meeting.
- Attended the Central Point Chamber mix
- Attended the Spine and Wine at the new Chiropractic business
- Attended the Chamber Forum
- Attended the State Senator's Town Hall meeting

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- He Invited the City Council to attend the City Employee Recognition Breakfast on January 27th at 7:30 a.m. at Twin Creeks.
- The city has been contacted by Charter regarding franchise negotiations and he hopes to meet with them in February.
- The City has received a request to bargain from the Teamsters on the Police collective bargaining agreement.
- The Twin Creeks LOMR has been completed
- Attended the Spine & Wine at the new Chiropractic business

XI. COUNCIL REPORTS

Allen Broderick and Bruce Dingler had no reports.

Taneeia Browning:

- Fire District 3 board meeting in December included reports from their insurance provider, our districts insurance rate decreased to 4.39% while the average in industry was up at 5%. There is still a heavy focus on health, wellness and fitness.

Identified three scientific contributing factors of cancer; stress, dehydration, sleep deprivation.

- Attended the December and January Medford Chamber Forum.
- Attended the Chamber Mixer, Greeters, and brainstorming sessions, all designed to increase connectivity and facilitate growth in our business community. The Chamber is busy planning the 34th annual banquet to be held Feb 6th at The Expo.
- Attended the Spine and Wine
- Attended the Senator's Town Hall. .

Rick Samuelson reported that:

- Attended the brainstorming session
- Attended the January Planning Commission meeting

Brandon Thueson reported that he attended the School Board meeting

Mike Quilty reported that:

- Attended RV ACT. Reported on that current status of negotiations for dividing the 4.4 million dollars that ODOT had available to be split between Jackson Douglas, Curry, Josephine and Coos Counties
- Attended an Airport Advisory Subcommittee meeting

XII. DEPARTMENT REPORTS

Community Development Director Tom Humphrey reported that the Vietnam Wall Memorial application has been withdrawn. There is no new location decided on yet.

Parks and Public Works Director Matt Samitore reported that after meeting with the engineer for the Twin Creeks Crossing it looks like the project will come in close to the initial budget. There are a couple of concerns going forward. The first is that we will have to get several permanent slope easements due to the fact that the grade of the highway would need to be raised. The second issue was that there was a slight chance that another CLOMR might be required. There is a possibility that a No Rise could make things work, but at this time we are not sure. If a CLOMR is required, it would delay construction approximately a year.

Police Chief Kris Allison reported that:

- Central Point has been voted as the number 8 happiest City.
- Fire District 3 would be having a ground breaking ceremony tomorrow for the Simulation House being built in White City. This is a 2100 square foot training facility with removable walls where all law enforcement and Fire Districts in Jackson County can do training simulations.
- The date for the Council to come to the range has been set for May.
- Earlier this week there was a big assault at 2161 Taylor Road. Luckily the victim will be okay. The suspect was in custody within 24 hours due to using social media to share information.

XIII. EXECUTIVE SESSION - None

XIV. ADJOURNMENT

Brandon Thueson made a motion to adjourn. All members said “aye” and the meeting was adjourned at 9:00.

The foregoing minutes of the January 14, 2016 council meeting were approved by the city Council at its meeting of January 28, 2016.

Dated:

Mayor Hank Williams

ATTEST:

Deanna Casey, City Recorder



STAFF REPORT

1/20/2016

AGENDA ITEM:

The City would like to surplus the following items

STAFF SOURCE:

Matt Samitore, Director

SUMMARY:

The City would like to surplus its old screen that was used for Friday Night Festival. The screen was bought 10 years ago for a cost of \$8,500. We can no longer get parts for this screen due to age. We were able to get another newer screen that does not require a pump and will require one less worker to be staffed on Movie Night. This one the screen is more durable and washable. We can also store in a smaller space.

School District No. 6 would like to have the equipment to use for assemblies and special events at the schools. The equipment would be stored at Central Point Elementary, but would be available to all the schools to use.

RECOMMENDATION:

Staff Recommends approving the screen.

RECOMMENDATION

Approve the surplus property list.





Staff Report

Finance Department
Bev Adams, Finance Director

To: Mayor & Council
From: Bev Adams, Finance Director *BA*
Date: January 28, 2016
Subject: 2nd Quarter Financial Statements

Background

The attached financial statements conclude the second quarter of the 2015/16 fiscal year and cover the period ending December 31, 2015.

Now that the 2014/15 audit work is primarily completed, entries resulting from the audit have been posted and the beginning fund balances shown are audited balances. The audit document is nearing completion and a copy will be made available for you as soon as it is published.

Second quarter revenues and expenses are in line with this time period and no significant changes or exceptions noted.

I will mention that as of December 31st, we have received 90% of budgeted property taxes, and 86% of the levied taxes. It is most likely that we will receive 100% of budgeted property taxes after the May tax collection period.

In the next month or so we will prepare a mid-year budget report which will provide detail of the individual funds.

Recommended Action:

That Council review and accept the financial statements for the period ending December 31, 2015.

**City of Central Point
Council Financial Statements
For period ending December 31, 2015**

% of biennial budget 25.00%

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
General Fund				
Revenues				
Taxes	\$13,163,000	\$5,133,287	\$8,029,713	39.00%
Licenses & Fees	120,550	61,375	59,175	50.91%
Intergovernmental	1,185,990	212,920	973,070	17.95%
Charges for Service	2,320,700	602,079	1,718,621	25.94%
Fines and Forfeitures	180,000	39,814	140,186	22.12%
Interest Income	35,000	13,331	21,669	38.09%
Miscellaneous	344,000	107,928	236,072	31.37%
Transfers In	20,000	20,000	0	100.00%
Total Revenues	17,369,240	6,190,734	11,178,506	35.64%
Expenditures by Department				
Administration	1,493,200	380,274	1,112,926	25.47%
City Enhancement	408,000	77,207	330,793	18.92%
Technical Services	1,134,050	342,264	791,786	30.18%
Mayor & Council	123,100	32,877	90,223	26.71%
Finance	1,617,300	390,168	1,227,132	24.12%
Parks	1,796,670	434,694	1,361,976	24.19%
Recreation	1,109,350	199,628	909,722	18.00%
Planning	1,126,150	226,375	899,775	20.10%
Police	8,781,750	2,012,804	6,768,946	22.92%
Interdepartmental	265,000	116,888	148,112	44.11%
Transfers Out	212,850	106,250	106,600	49.92%
Contingency	180,000	0	180,000	0.00%
Total Expenditures by Department	18,247,420	4,319,428	13,927,992	23.67%
Net Change in Fund Balance		1,871,307		
Beginning Fund Balance	2,501,250	2,841,749	340,499	
Ending Fund Balance	1,623,070	4,713,056	3,089,986	

**City of Central Point
Council Financial Statements
For period ending December 31, 2015**

% of biennial budget 25.00%

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
High Tech Crime Unit Fund				
Revenues				
Intergovernmental Revenue	\$0	\$0	\$0	0.00%
Charges for Services	0	0	0	0.00%
Miscellaneous	0	0	0	0.00%
Interfund Transfers	0	0	0	0.00%
Total Revenues	0	0	0	0.00%
Expenditures				
Operations	108,525	0	0	0.00%
Transfers	20,000	20,000	0	100.00%
Contingency	0	0	0	0.00%
Total Expenditures	128,525	20,000	0	15.56%
Net Change in Fund Balance		(20,000)		
Beginning Fund Balance	128,525	126,600	(1,925)	
Ending Fund Balance	0	106,600	106,600	

**City of Central Point
Council Financial Statements
For period ending December 31, 2015**

% of biennial budget 25.00%

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
Street Fund				
Revenues				
Franchise Tax	\$485,000	\$120,000	\$365,000	24.74%
Charges for Services	2,304,000	347,360	1,956,640	15.08%
Intergovernmental Revenue	1,996,800	522,343	1,474,457	26.16%
Interest Income	16,000	4,156	11,844	25.98%
Miscellaneous	385,000	3,129	381,871	0.81%
Transfers In	0	0	0	0.00%
Total Revenues	5,186,800	996,988	4,189,812	19.22%
Expenditures				
Operations	4,206,009	1,590,728	2,615,281	37.82%
SDC	960,800	25,000	935,800	2.60%
Transfers	45,800	23,000	22,800	50.22%
Contingency	157,000	0	157,000	0.00%
Total Expenditures	5,369,609	1,638,728	3,730,881	30.52%
Net Change in Fund Balance		(641,740)		
Beginning Fund Balance	1,605,860	1,949,927	344,067	
Ending Fund Balance	1,423,051	1,308,187	(114,864)	
Capital Improvement Fund				
Revenues				
Intergovernmental	\$60,000	\$0	\$60,000	0.00%
Charges for Services	258,400	77,401	180,999	29.95%
Interest Income	1,400	599	801	42.81%
Total Revenues	319,800	78,001	241,799	24.39%
Expenditures				
Parks Projects	80,000	0	80,000	0.00%
Parks Projects - SDC	55,000	0	55,000	0.00%
Transfers Out	143,900	71,950	71,950	50.00%
Total Expenditures	278,900	71,950	135,000	25.80%
Net Change in Fund Balance		6,051		
Beginning Fund Balance	157,955	217,144	59,189	
Ending Fund Balance	198,855	223,195	24,340	

City of Central Point
Council Financial Statements
For period ending December 31, 2015

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	% of biennial budget Difference	25.00% Percentage Received/Used
Reserve Fund				
Revenues				
Interest	\$6,000	\$1,495	\$4,505	24.92%
Transfers In	50,000	25,000	25,000	50.00%
Total Revenues	56,000	26,495	25,000	47.31%
Expenditures				
Facility Improvements	0	0	0	0.00%
Total Expenditures	0	0	0	0.00%
Net Change in Fund Balance		26,495		
Beginning Fund Balance	572,850	572,816	(34)	
Ending Fund Balance	628,850	599,311	(29,539)	
Debt Service Fund				
Revenues				
Charges for Service	\$469,400	\$138,200	\$331,200	29.44%
Interest Income	500	509	(9)	101.72%
Intergovernmental	325,728	0	325,728	0.00%
Special Assessments	44,000	2,572	41,428	5.85%
Miscellaneous Revenue	0	0	0	0.00%
Transfers In	467,250	233,200	234,050	49.91%
Total Revenues	1,306,878	374,481	932,397	28.65%
Expenditures				
Debt Service	1,283,880	556,354	727,526	43.33%
Total Expenditures	1,283,880	556,354	727,526	43.33%
Net Change in Fund Balance		(181,873)		
Beginning Fund Balance	14,769	18,490	3,721	
Ending Fund Balance	37,767	(163,383)	(201,150)	
Building Fund				
Revenues				
Charges for Service	\$371,200	\$118,600	\$252,600	31.95%
Interest Income	2,400	1,032	1,368	43.01%
Miscellaneous	0	300	(300)	0.00%
Total Revenues	373,600	119,932	253,668	32.10%
Expenditures				
Personal Services	338,020	62,958	275,062	18.63%
Materials and Services	53,900	16,011	37,889	29.71%
Contingency	4,500	0	4,500	0.00%
Total Expenditures	396,420	78,969	317,451	19.92%
Net Change in Fund Balance		40,963		
Beginning Fund Balance	199,625	277,214	77,589	
Ending Fund Balance	176,805	318,177	141,372	

City of Central Point
Council Financial Statements
For period ending December 31, 2015

% of biennial budget 25.00%

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
Water Fund				
Revenues				
Charges for Services	\$6,024,000	\$1,898,249	\$4,125,751	31.51%
Interest Income	12,000	4,758	7,242	39.65%
Miscellaneous	16,000	2,738	13,262	17.11%
Total Revenues	6,052,000	1,905,744	4,146,256	31.49%
Expenditures				
Operations	6,371,450	1,619,068	4,752,382	25.41%
SDC Improvements	150,000	1,276	148,724	0.85%
Contingency	151,100	0	151,100	0.00%
Total Expenditures	6,672,550	1,620,344	5,052,206	24.28%
Net Change in Fund Balance		285,400		
Beginning Fund Balance	1,660,995	1,918,453	257,458	
Ending Fund Balance	<u>1,040,445</u>	<u>2,203,853</u>	<u>1,163,408</u>	
Stormwater Fund				
Revenues				
Charges for Services	\$1,787,700	\$437,925	\$1,349,775	24.50%
Interest Income	7,000	2,500	4,500	35.71%
Miscellaneous	2,000	119	1,881	5.95%
Total Revenues	1,796,700	440,544	1,356,156	24.52%
Expenditures				
Operations	1,876,740	339,823	1,536,917	18.11%
SDC	113,460	13,045	100,415	11.50%
Contingency	171,500	0	171,500	0.00%
Total Expenditures	2,161,700	352,869	1,808,832	16.32%
Net Change in Fund Balance		87,676		
Beginning Fund Balance	897,860	989,361	91,501	
Ending Fund Balance	<u>532,860</u>	<u>1,077,037</u>	<u>544,177</u>	

**City of Central Point
Council Financial Statements
For period ending December 31, 2015**

	2015/17 Biennial Budget	Year to Date Revenues & Expenditures	Difference	Percentage Received/Used
<i>% of biennial budget</i> <u>25.00%</u>				
Internal Services Fund				
Revenues				
Charges for Services	\$2,474,000	\$612,441	\$1,861,559	24.76%
Interest Income	1,000	655	345	65.48%
Miscellaneous	2,000	67	1,933	3.36%
Total Revenues	2,477,000	613,163	1,863,837	24.75%
Expenditures				
Facilities Maintenance	559,500	103,483	456,017	18.50%
PW Administration	1,192,600	274,162	918,438	22.99%
PW Fleet Maintenance	762,600	139,559	623,041	18.30%
Interfund Transfers	50,000	25,000	25,000	50.00%
Total Expenditures	2,564,700	542,204	2,022,496	21.14%
Net Change in Fund Balance		70,959		
Beginning Fund Balance	153,380	199,587	46,207	
Ending Fund Balance	65,680	270,546	204,866	

City of Central Point
Budget Compliance Report
For period ending December 31, 2015

% of biennial budget 25.00%

Fund	Department/ Classification	2015/17 Biennial Budget	Year to Date Expenditures	Percent Used	Difference	
General	Administration	\$1,493,200	\$380,274	25.47%	\$1,112,926	
	City Enhancement	408,000	77,207	18.92%	330,793	
	Technical Services	1,134,050	342,264	30.18%	791,786	
	Mayor and Council	123,100	32,877	26.71%	90,223	
	Finance	1,617,300	390,168	24.12%	1,227,132	
	Parks	1,796,670	434,694	24.19%	1,361,976	
	Recreation	1,109,350	199,628	18.00%	909,722	
	Planning	1,126,150	226,375	20.10%	899,775	
	Police	8,781,750	2,012,804	22.92%	6,768,946	
	Interdepartmental	265,000	116,888	44.11%	148,112	
	Transfers	212,850	106,250	49.92%	106,600	
	Contingency	180,000	0	0.00%	180,000	
		Total Expenditures	18,247,420	4,319,428	23.67%	13,927,992
	HTCU	Materials and Services	128,525	20,000	15.56%	108,525
Total Expenditures		128,525	20,000	15.56%	108,525	
Street	Operations	4,206,009	1,590,728	37.82%	2,615,281	
	SDC Improvements	960,800	48,000	5.00%	912,800	
	Contingency	157,000	0	0.00%	157,000	
	Total Expenditures	5,323,809	1,638,728	30.78%	3,685,081	
Capital Projects	Park Projects	80,000	0	0.00%	80,000	
	Park Projects - SDC	55,000	0	0.00%	55,000	
	Transfers	143,900	71,950	50.00%	71,950	
	Total Expenditures	278,900	71,950	25.80%	206,950	
Debt Service	Total Expenditures	1,283,880	556,354	43.33%	727,526	
Building	Personnel Services	365,620	62,958	17.22%	302,662	
	Materials and Services	257,930	16,011	6.21%	241,919	
	Contingency	4,500	0	0.00%	4,500	
	Total Expenditures	628,050	78,969	12.57%	549,081	
Water	Operations	6,371,450	1,619,068	25.41%	4,752,382	
	SDC Improvements	150,000	1,276	0.85%	148,724	
	Contingency	151,100	0	0.00%	151,100	
	Total Expenditures	6,672,550	1,620,344	24.28%	5,052,206	
Stormwater	Operations	1,876,740	339,823	18.11%	1,536,917	
	SDC Improvements	238,460	13,045	5.47%	225,415	
	Contingency	46,500	0	0.00%	46,500	
	Total Expenditures	2,161,700	352,869	16.32%	1,808,832	
Internal Services	Facilities Maintenance	559,500	103,483	18.50%	456,017	
	PW Administration	1,192,600	274,162	22.99%	918,438	
	PW Fleet Maintenance	762,600	139,559	18.30%	623,041	
	Transfers	50,000	25,000	50.00%	25,000	
	Total Expenditures	2,564,700	542,204	21.14%	2,022,496	
	Total City Operations	\$37,289,534	\$9,200,845	24.67%	\$28,088,689	

Ordinance

Annexation of 185 W. Vilas Road



STAFF REPORT
January 28, 2016

AGENDA ITEM: Consideration of individual ordinance regarding involuntary annexation of “island” property located near Don Jones Park (185 Vilas Road).

STAFF SOURCE:

Chris Clayton, City Manager
Sydnee Dreyer, City Attorney

BACKGROUND:

Annexation is used to incorporate territory into the city to ensure the efficient provisions of municipal services and to incorporate urbanizing lands into the city. Experience has demonstrated that property owners are reluctant to annex when they already receive the majority of municipal services without the burden of city taxes or utility fees.

Periodically, the Central Point city council has considered city-wide “blanket” involuntary annexation of “island” properties located throughout the city. Thus far, the City Council has felt that the tax benefits and equity issues surrounding blanket annexations did not outweigh the negative consequences that would ultimately be realized by impacted property owners. Understandably, this sentiment has led to a city policy that initiates annexation only when absolutely necessary, or when the annexation is property owner driven.

In the northeastern portion of Central Point, two “island” properties currently exist and share a border with Don Jones Park. One of the properties, 185 West Vilas Road, is a blighted property with code enforcement/public safety concerns which could be more appropriately addressed if the property were annexed into city limits. This property is frequently included in complaints received from area residents. The neighboring property, 225 West Vilas Road, is also an “island” property. The Ordinance annexing this property was approved at the January 14, 2016 Council meeting.

LEGAL FRAMEWORK FOR INVOLUNTARY ANNEXATION:

The City’s policies on annexation are based on State of Oregon law which contains a number of provisions related to involuntary “island” annexations. Specifically, a city may annex unincorporated territory that is surrounded by the city limits boundary. Such territories are often referred to as “islands,” and may be unilaterally annexed without consent of the owner(s). A property is surrounded if it is bounded by the city on all sides, or by the city and a body of water or Interstate 5 (ORS 222.750(2)).

The process for annexing “island” properties is as follows: The City may annex territory pursuant to ORS 222.750 after holding at least one public hearing on the subject for which

notice has been mailed to each record owner of real property in the territory proposed to be annexed. However, consent of the owner or resident of the subject property is not required.

TIMING:

Where the property is zoned for, and in, residential use when the annexation is initiated by the City, the City must specify an effective date for the annexation that is not less than 3 nor more than 10 years from the date of the approval of the annexation.

Within 60 days of approval of the annexation, the City recorder must record with the County a notice stating that the annexation is delayed and specify the effective date of such annexation. Additionally 90-120 days before the annexation takes effect, the City recorder must notify the County clerk of the annexation.

Notwithstanding the foregoing, if the property is sold during the period of delayed annexation, the property becomes part of the City immediately upon transfer of ownership. It is advisable to include such language in the notice recorded with the County.

FISCAL IMPACTS:

If the above-described properties were annexed into the city limits the following fiscal impacts would be realized:

1. The property owners would begin paying the city's tax rate of \$4.47/\$1,000 in assessed value.
2. The property owners would begin paying appropriate rates for the city's street, storm drain, parks maintenance and public safety utility fees.
3. The property owners would have the option of connecting to the city's water system (already available at each property). If connected, standard city water rates and service connection fees would apply.
4. If the annexation process is initiated by the City Council, the property owners would not be required to pay the city's annexation related Planning Department fees (\$3,900 plus the cost to prepare necessary survey documents).

RECOMMENDATION:

Given the proximity to one of the city's primary recreational facilities, as well as the ongoing code enforcement/public safety concerns, should the city council consider involuntarily annexation of these properties?

Both of these properties already receive the bulk of city services (i.e. streets, storm drain, parks maintenance and public safety) and yet they are not required to pay the associated utility fees. This is a matter of utility customer equity and in staff's opinion, should be the primary determining factor for the majority of involuntary annexations. Beyond the utility customer equity issue, one of the properties represents a code enforcement/public concern very near the city's most frequently visited park facility. Unfortunately, Jackson County's code enforcement efforts tend to be far more lenient and are unwilling to address current

nuisance problems. With this in mind, jurisdictional authority to address these concerns is essential to the city abating the associated nuisance issues.

ATTACHMENTS:

1. Ordinance approving annexation of 185 West Vilas Road.
2. Exhibit map of “island” properties under consideration.
3. Property owner letter of notification.

PUBLIC HEARING REQUIREMENT

The Public Hearing was held on December 10, 2015 and closed on January 14, 2016.

POSSIBLE ACTION:

Approval of individual ordinances annexing the following properties:

1. 185 West Vilas Road; Map No. 372W01BA, Tax Lot 800

ORDINANCE NO.

**AN ORDINANCE ANNEXING INTO THE CITY OF CENTRAL POINT
PROPERTY DESCRIBED AS
Map No. 372W01BA, Tax Lot 800
185 West Vilas**

RECITALS:

A. Pursuant to ORS 222.750, the City is authorized to annex into the corporate boundaries of the City any property that is surrounded by the corporate boundaries of the City after holding at least one public hearing on the subject for which notice has been mailed to each record owner of real property proposed to be annexed.

B. Whereas, notice was mailed to the record owner of real property located at 185 West Vilas, more particularly described as Map No. 372W01BA, Tax Lot 800 (the "Subject Property") on November 19, 2015. The Subject Property is depicted on the attached Exhibit "A".

C. Whereas, the Subject Property, is surrounded by the corporate boundaries by the City and adjacent to Don Jones Park is zoned residential and is in residential use.

D. Whereas, the Subject Property is fully served by City facilities.

E. Whereas, a public hearing on the annexation was held by the City Council on December 10, 2015 and continued to January 14, 2016.

Now therefore,

THE PEOPLE OF CENTRAL POINT DO ORDAIN AS FOLLOWS:

SECTION 1. The Subject Property, more particularly depicted and described in the attached Exhibit "A" is hereby approved for annexation into the corporate boundaries of the City.

SECTION 2. The effective date of such annexation is January 29, 2019. Notwithstanding the foregoing, the Subject Property that is subject to delayed annexation shall become part of the City immediately upon transfer of ownership.

SECTION 3. The City Reorder of Central Point, Oregon is hereby authorized and directed to (a) cause notice of the delayed annexation to be recorded by the Jackson County Clerk within 60 days after the date of approval of this Ordinance approving annexation; and to (b) notify the Jackson County Clerk not sooner than 120 days and not later than 90 days before the annexation takes effect.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____ 2016.

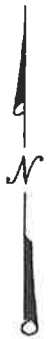
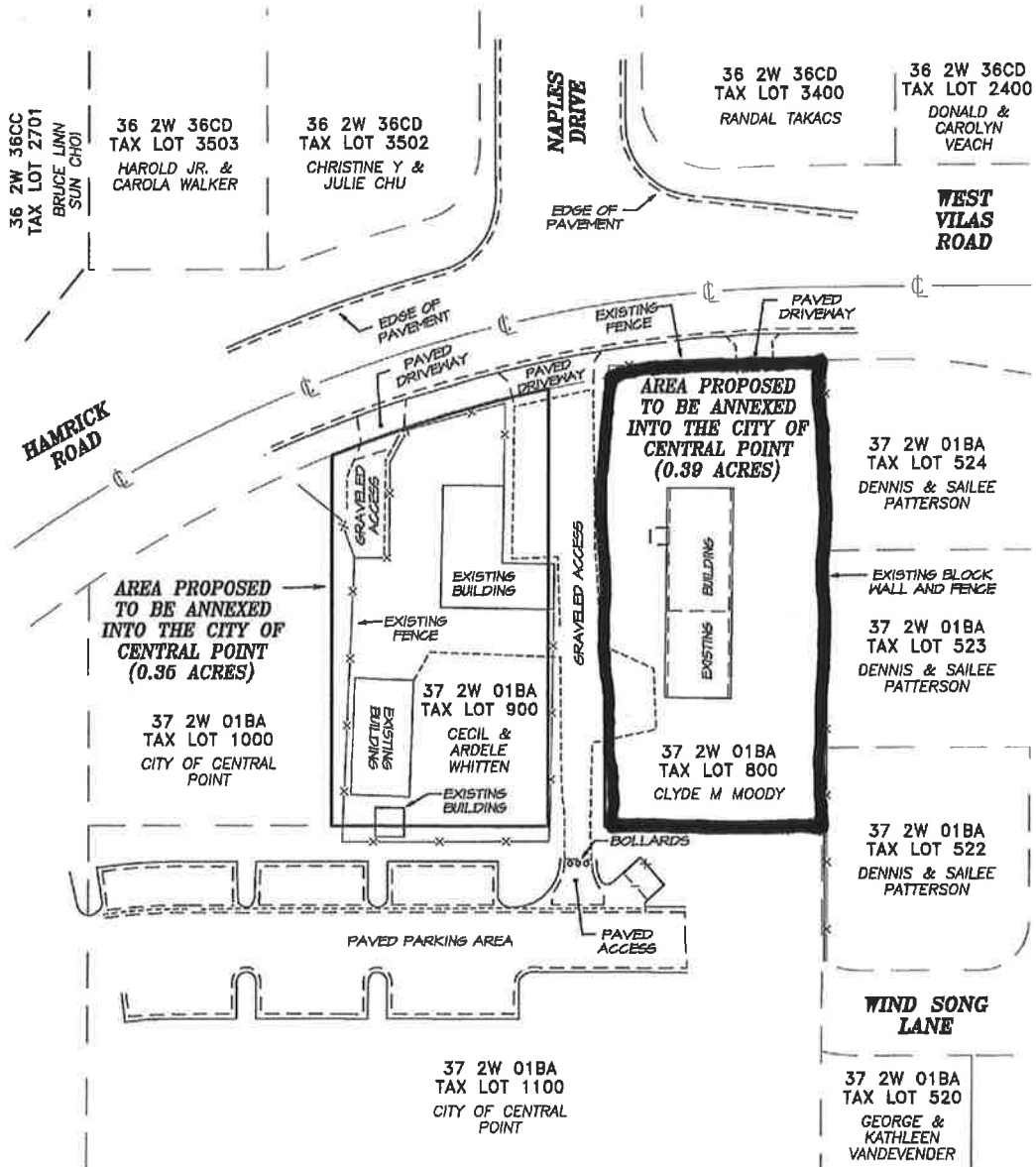
Mayor Hank Williams

ATTEST:

City Recorder

PROPOSED ANNEXATION

A proposed annexation into the City of Central Point, being located in the Northeast One-quarter of the Northwest One-quarter of Section 1, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.



**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Robert V. Neathamer

**OREGON
JULY 19, 1994
ROBERT V. NEATHAMER
2675**

PREPARED BY: Neathamer Surveying, Inc.
3126 State St., Suite 203
P.O. Box 1584
Medford, Oregon 97501
Phone (541) 732-2869
FAX (541) 732-1382

SCALE 1" = 60' *Renewal Date 12/31/16*

PLOT DATE: December 4, 2015 **PROJECT NUMBER:** 15066
Sheet 1 of 1 © NR

EXHIBIT "A"
185 West Vilas

**ANNEXATION BOUNDARY DESCRIPTION SHEET
AREA TO BE ANNEXED INTO THE CITY OF CENTRAL POINT:**

AREA 2, 185 WEST VILAS ROAD

All that certain real property described in Instrument Number 79-28406, of the Official Records of Jackson County, Oregon, being located in the Northeast One-quarter of the Northwest One-quarter of Section 1, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon. The exterior boundary of said property being more particularly described as follows:

Commencing at the Northwest corner of the Northeast One-quarter of the Northwest One-quarter of Section 1, Township 37 South, Range 2 West of the Willamette Meridian; thence along the north line of said section, South 89°46'20" East, 303.57 feet (record: North 89°48' East, 303.732 feet); thence leaving said north line, South 00°04'13" West, parallel with the west line of said Northeast One-quarter of the Northwest One-quarter of Section 1, 37.43 feet (record: South, 30.00 feet) to the southerly right-of-way of West Vilas Road, the northwest corner of WHISPERING TREES, filed for record on September 26, 2013 in Volume 39 of Plats at Page 9, of the Records of Jackson County, Oregon (and filed as Survey Number 21336 in the office of the Jackson County Surveyor), and the **TRUE POINT OF BEGINNING**; thence leaving said right-of-way and continuing South 00°04' 13" West, along the west boundary of said WHISPERING TREES, and the west line of that property described in Volume 280, Page 135, of the Deeds Records of Jackson County, 192.57 feet (record: South, 200.00 feet); thence leaving said westerly boundary of WHISPERING TREES and last said west line, North 89°46'20" West, parallel to said north line of Section 1, 90.00 feet (record: South 89°48' West, 90.00 feet); thence North 00°04'13" East, being parallel with the west line of said Northeast One-quarter of the Northwest One-quarter of Section 1, 185.06 feet (record: North, 193.11 feet) to said southerly right-of-way of West Vilas Road and the beginning of non-tangent curve to the right, having a radius of 543.00 feet (record: 543.00 feet) and a central angle of 09°06'58" (the long chord of which bears North 85°15'23" East, 86.30 feet [record: North 83°14' East, 86.53 feet]); thence along said right-of-way and the arc of said curve, 86.40 feet (record: 86.64 feet); thence continuing along said right of way North 89°48'52" East, 4.00 feet (record: North 89°48' East, 3.77 feet) to the Point of Beginning.

Area to be annexed contains 0.39 acres, more or less.

Basis of bearings for this description is the north line of Section 1, Township 37 South, Range 2 West of the Willamette Meridian, per Survey Number 15762, filed in the office of the Jackson County Surveyor.

Prepared By:
Neathamer Surveying, Inc.
3126 State Street, Suite 203
Medford, Oregon 97501
Phone: (541) 732-2869
FAX: (541) 732-1382
Project Number: 15056

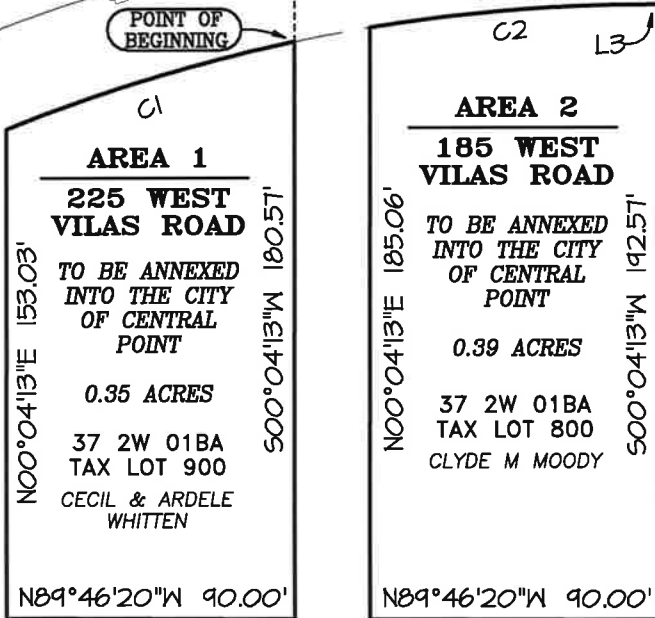
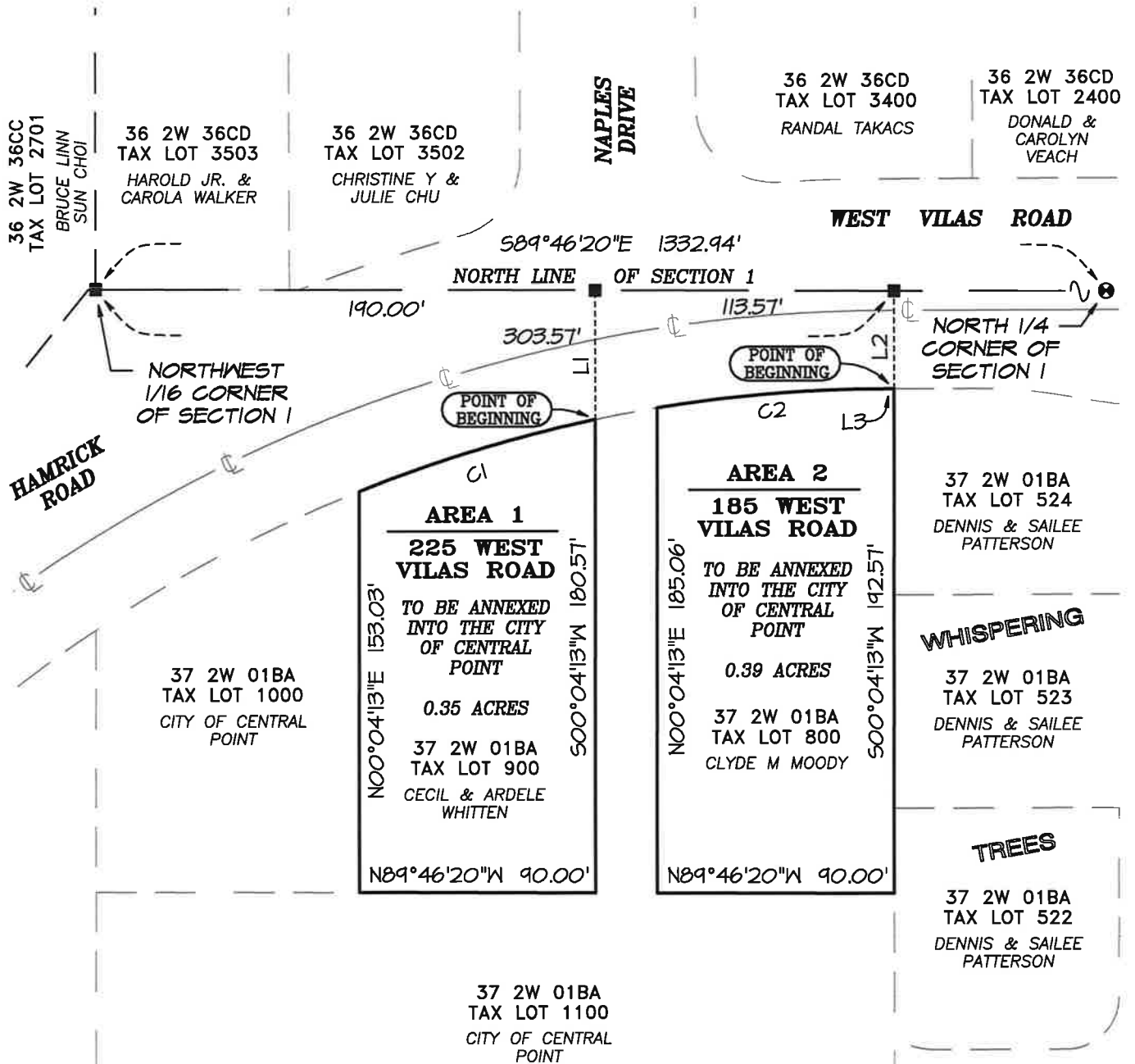
Date: December 15, 2015



EXHIBIT " "

ANNEXATION INTO THE CITY OF CENTRAL POINT

A proposed annexation into the City of Central Point, being located in the Northeast One-quarter of the Northwest One-quarter of Section 1, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.



LINE TABLE

LINE	BEARING	DISTANCE
L1	500°04'13"W	49.43'
L2	500°04'13"W	37.43'
L3	N89°48'52"E	4.00'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	09°56'10"	543.00'	94.17'	N73°11'59"E	94.05'
C2	09°06'58"	543.00'	86.40'	N85°15'23"E	86.30'

REGISTERED PROFESSIONAL LAND SURVEYOR

Robert V. Neathamer

OREGON
 JULY 19, 1994
ROBERT V. NEATHAMER
 2675

BASIS OF BEARINGS:

Basis of bearings is the north line of Section 1, Township 37 South, Range 2 West of the Willamette Meridian, per Survey Number 15762, filed in the office of the Jackson County Surveyor.

PREPARED BY: Neathamer Surveying, Inc.
 3126 State St., Suite 203
 P.O. Box 1584
 Medford, Oregon 97501
 Phone (541) 732-2869
 FAX (541) 732-1382

PLOT DATE: December 15, 2015 PROJECT NUMBER: 15056

SCALE 1" = 60'
 CAP012816

Renewal Date 12/31/16

SECOND NOTICE OF PUBLIC HEARING ON ANNEXATION

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Central Point, Oregon proposes to institute annexation proceedings, pursuant to ORS 222.750 to enlarge and extend the boundary limits of said city to include the following described properties:

Map No. 372W01BA, Tax Lot 800

One (1) public hearing will be held by and before the City Council of Central Point, Oregon on January 14, 2015 at 7:00 p.m., at the Central Point City Council Chambers, 140 S. 3rd Street, Central Point, Oregon, for all persons interested in the above proposed annexations. At said time and place all such persons shall have the right to appear and be heard. At such hearing, if approved, the City will specify an effective date for the proposed annexations that is not less than three (3) or more than ten (10) years after the date the City proclaims annexation.

If you have questions concerning the annexation process, please contact Matt Samitore, Parks and Public Works Director, (541) 664-3321 (ext. 205), Matt.Samitore@centralpointoregon.gov.

A copy of ORS 222.750 setting forth the criteria for island annexations is attached hereto as well as a map of the proposed annexations.

CRITERIA FOR "ISLAND ANNEXATION"

222.750 Annexation of unincorporated territory surrounded by city. (1) As used in this section:

(a) "Creek" means a natural course of water that is smaller than, and often tributary to, a river, but is not shallow or intermittent.

(b) "River" means a large, continuous and natural stream of water that is fed along its course by converging tributaries and empties into an ocean, lake or other body of water.

(2) When territory not within a city is surrounded by the corporate boundaries of the city, or by the corporate boundaries of the city and the ocean shore, a river, a creek, a bay, a lake or Interstate Highway 5, the city may annex the territory pursuant to this section after holding at least one public hearing on the subject for which notice has been mailed to each record owner of real property in the territory proposed to be annexed.

(3) This section does not apply when the territory not within a city:

(a) Is surrounded entirely by water; or

(b) Is surrounded as provided in subsection (2) of this section, but a portion of the corporate boundaries of the city that consists only of a public right of way, other than Interstate Highway 5, constitutes more than 25 percent of the perimeter of the territory.

(4) Unless otherwise required by its charter, annexation by a city under this section must be by ordinance or resolution subject to referendum, with or without the consent of any owner of real property within the territory or resident in the territory.

(5) For property that is zoned for, and in, residential use when annexation is initiated by the city under this section, the city shall specify an effective date for the annexation that is at least three years and not more than 10 years after the date the city proclaims the annexation approved. The city recorder or other officer performing the duties of the city recorder shall:

(a) Cause notice of the delayed annexation to be recorded by the county clerk of the county in which any part of the territory subject to delayed annexation is located within 60 days after the city proclaims the annexation approved; and

(b) Notify the county clerk of each county in which any part of the territory subject to delayed annexation is located not sooner than 120 days and not later than 90 days before the annexation takes effect.

(6) Notwithstanding subsection (5) of this section, property that is subject to delayed annexation becomes part of the city immediately upon transfer of ownership.

(7) This section does not limit provisions of a city charter, ordinance or resolution that are more restrictive than the provisions of this section for creating or annexing territory that is surrounded as described in subsection (2) of this section.

(8) If a city charter, ordinance or resolution requires the city to conduct an election in the city, the city shall allow electors, if any, in the territory proposed to be annexed to vote in the election on the question of annexation. If the governing body of the city finds that a majority of the votes cast in the city and the territory combined favor annexation, the governing body, by ordinance or resolution, shall proclaim the annexation approved. The proclamation shall contain a legal description of each territory annexed.



CERTIFICATE OF SERVICE

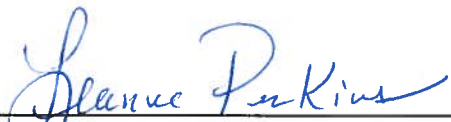
I HEREBY CERTIFY that I served a true copy of the SECOND NOTICE OF PUBLIC HEARINGS ON ANNEXATION upon the following individuals:

Cecil N. and Ardele M. Whitten
7993-A Atlantic Avenue
White City, OR 97503

Leslie Gutches
9005 West Evans Creek Road
Rogue River, OR 97537

Kent Gutches
6121 Crater Lake Highway
Medford, OR 97504

Dated this 22nd day of December, 2015.



Leanne Perkins
Legal Assistant to SYDNEE B. DREYER
Huycke O'Connor Jarvis LLP
City Attorney for City of Central Point
823 Alder Creek Drive
Medford OR 97504
(541) 772-1977

Ordinance

Referring Marijuana Retail Tax to Voters



STAFF REPORT

January 28, 2016

AGENDA ITEM: Public Hearing and First Reading - An Ordinance of the City of Central Point Imposing a Three Percent Tax on the Sale of Marijuana Items by a Marijuana Retailer and Referring Ordinance.

STAFF SOURCE:

Sydnee Dreyer, City Attorney

BACKGROUND/SYNOPSIS:

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

Subsequent to adoption of Chapter 3.30, including the revisions thereto, the legislature adopted House Bill 3400 (HB 3400) further amending the OMMA and M91. Pursuant to HB 3400, local government may not impose a tax higher than 3% on recreational marijuana sales. Any such local tax is to be referred to the voters at a general election. It does not appear local government is authorized to tax medical marijuana.

To be consistent with HB 3400, the City reduced the current tax rate to 3% without limiting its ability to increase that tax in the future, or to tax medical marijuana, should state law change. Such amendment was adopted as Ordinance No. 2018. A savings clause was also added to provide that if any portion of the ordinance was deemed in conflict with federal or state law, the ordinance would be construed as if that inconsistent provision did not exist. Though the City has adopted a 3% tax on both medial and recreational marijuana, state law

will permit such local taxing only upon recreational sales of marijuana, and only upon referral of the question to the voters of Central Point at the next general election.

Under state law, a city that adopts an ordinance that prohibits the establishment in the area subject to the jurisdiction of the city of a medical marijuana processor, medical marijuana dispensary, or recreational marijuana producer, processor, wholesaler, or retailer may not impose a tax or fee on the production, processing or sale of marijuana or any product into which marijuana has been incorporated. This measure would become operative only if the measure proposing to prohibit the establishment of any of those marijuana entities does not pass by a majority of votes.

FISCAL IMPACT:

M91 provides for a state-wide taxing structure on the sale of marijuana as follows:

Section #33

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

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

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

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

City Revenue: There is no precise way of predicting whether licensed recreational marijuana businesses would develop in the City. Furthermore, predicting the tax revenue generated by the development of such uses is equally inaccurate. However, the City recently referred the question of whether to ban both medical and recreational marijuana uses within the boundaries of the City at the next general election. Should either City ban pass by a majority vote, the City will not receive its share of any state tax revenue on the sales of marijuana, although City staff believes that Central Point's share of 10% of the state tax revenue will likely be insufficient to address the impacts to Central Point, nor may the City charge a local 3% tax.

City Expenditures: Similar to alcohol, the legalization of marijuana will likely impact the costs associated with providing adequate public safety. At a minimum, new programs will need to

be developed for prevention/education and treatment. These new program costs will be in addition to the necessary training required for our public safety officers.

ATTACHMENTS:

Ordinance Imposing a Three Percent Tax on the Sale of Marijuana Items by a Marijuana Retailer and Referring Ordinance.

RECOMMENDATION:

-
- A. The proposed ordinance is consistent with previous efforts of the City Council to create a disincentive to the establishment of licensed and registered marijuana uses within Central Point and to minimize the potential adverse impacts resulting therefrom.

 - B. The City's strategic plan emphasizes a proactive City government that adopts policies aligning with the community's values.

 - C. Central Point citizen surveys conducted in 2011 & 2013 identify public safety as the highest priority for citizens of Central Point.

 - D. The proposed ordinance renders the tax consistent with the rate permitted under HB 3400 but will only become effective should the referred measures to ban marijuana uses fail to pass by a majority vote.

City Staff Recommendation:

- 1. Approve the ordinance and move to a second reading.

PUBLIC HEARING REQUIRED:

Yes

SUGGESTED MOTIONS:

I move to second reading an ordinance imposing a three percent tax on the sale of marijuana items by a marijuana retailer and referring ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CENTRAL POINT IMPOSING A THREE PERCENT TAX ON THE SALE OF MARIJUANA ITEMS BY A MARIJUANA RETAILER AND REFERRING ORDINANCE

RECITALS:

- A. The city council previously adopted Ordinance No. 2018 imposing an initial tax of three percent on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the City;
- B. Section 34a of House Bill 3400 (2015) provides that to impose the tax upon marijuana sales a city council must adopt an ordinance to be referred to the voters that imposes up to a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city;
- C. The city council desires to impose said three percent tax on the sale of recreational marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city;

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

DEFINITIONS:

Marijuana item has the meaning given that term in Oregon Laws 2015, chapter 614, section 1.

Marijuana retailer means a person who sells marijuana items to a consumer in this state.

Retail sale price means the price paid for a marijuana item, excluding tax, to a marijuana retailer by or on behalf of a consumer of the marijuana item.

TAX IMPOSED. As described in section 34a of House Bill 3400 (2015), the City of Central Point hereby imposes a tax of three percent on the retail sale price of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city.

COLLECTION. The tax shall be collected at the point of sale of a marijuana item by a marijuana retailer at the time at which the retail sale occurs and remitted by each marijuana retailer that engages in the retail sale of marijuana items as provided in Central Point Municipal Code Chapter 3.30.

REFERRAL. This ordinance shall be referred to the electors of Central Point at the next statewide general election on Tuesday, November 8, 2016.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2016.

Mayor Hank Williams

ATTEST:

City Recorder

Ordinance

Amending the Transient Room Tax



Staff Report

Finance Department
Bev Adams, Finance Director

To: Mayor & Council
From: Bev Adams, Finance Director
Date: January 28, 2016
Subject: Transient Lodging Tax ordinance revision

Background:

In recent months, the addition of online travel agencies purchasing blocks of hotel rooms for resale has prompted an examination and update of the Transient Room Tax ordinance. During this review, we consulted with the City of Medford on their changes as well as the State lodging tax laws (ORS 320.300 – 320.990). We used the State as a reference to clarify and confirm that our ordinance compliments the state rules, making it easier for the hotel operators in reporting and disbursing taxes collected.

Other than updating and/or expanding descriptions and clarifying wording, there are few material changes to the ordinance. The changes to note are:

Definitions (3.24.010):

- Expanded description of transient lodging
- Added "Transient Lodging Intermediary" to include online hotel sales
- Changed ordinance language from first contact of City Manager to Finance Director

Collection of tax by operator (3.23.030):

- Changed Finance Director authority to extend payments from one month to three months
- City Manager to grant additional time – changed from Council

Collections, returns and payments (3.24.070)

- Added that records shall be retained for a period of 3 years and 6 months

Security for collection of tax (3.24.130):

- Removed \$5,000 limit

Liens (3.24.140):

- Added advertising & filing fees to liens
- Added that lien "is superior to all subsequent liens"
- Added City and/or County lien docket

Refunds issued by City (3.24.150):

- Required that any refund given by the hotel operator shall be noted on the tax reporting form to the City

Refunds by operator to transient (3.24.170):

- Added that any transient refund due that has been already paid to the City, shall be reimbursed from the City

Disposition of tax (3.24.200):

- Added that 25% of transient room tax shall be used for the purpose of promoting, recreational, cultural, convention and tourist related activities

Appeals (3.24.210):

- Added appeal - Finance Director decisions to City Manager
- Added second appeal & hearing – City Manager decisions to City Council

There are two attachments to this staff report:

Attachment "A": The copy is the original ordinance showing all the edits that have been made. The underlined sections are additions, the strikethrough sections are omissions.

Attachment "B": This is a copy of the ordinance with all the changes incorporated (without all the edits showing), much clearer to read.

I am giving you both copies so that you may have the final copy for easier reading, and of course the first for review of the edits.

Recommended Action:

That Council review, make changes as desired, and approve first reading of updated Transient Lodging Tax ordinance.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 3.24 TRANSIENT LODGING TAX
OF THE CENTRAL POINT MUNICIPAL CODE**

Recitals:

- A. The addition of online travel agencies purchasing blocks of hotel rooms for resale has prompted an examination and update of the Transient Room Tax in the City of Central Point.
- B. Our current ordinance compliments the state rules, making it easier for the hotel operators in reporting and disbursing taxes that are collected.
- C. Staff would like to update and expand descriptions and clarify words.
- D. Recommended changes are relevant to definitions, collection of tax, liens, refunds, disposition of tax, and appeals.

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

Section 1. Chapter 3.24 Transient Lodging Tax is here by amended to read as follows:

Chapter 3.24
TRANSIENT LODGING TAX

Sections:

3.24.010 Definitions.

3.24.020 Tax imposed.

3.24.030 ~~Rules for collection~~ Collection of tax by operator.

3.24.040 Operator's duties.

3.24.050 Exemptions.

3.24.060 ~~Operator's registration~~ Registration form and certificate certificate of authority.

3.24.070 Collections, returns and payments.

3.24.080 ~~Delinquency penalties~~ Penalties and interest.

3.24.090 ~~Deficiency determinations~~ Fraud, evasion and operator delay

3.24.130 ~~Security for collection~~ Collection of tax.

3.24.140 Liens.

3.24.150 Refunds issued by city.

3.24.170 Refunds by operator to transient.

3.24.180 ~~Records. required from operators~~ Examination.

3.24.190 Confidentiality.

3.24.200 Disposition ~~and use~~ of transient room tax funds.

3.24.210 Appeals. ~~to the city council.~~

3.24.220 Violations.

3.24.230 ~~Actions to collect~~Severability.

3.24.010 Definitions.

For purposes of this chapter, the following definitions apply:

“Accrual accounting” means a system of accounting in which the operator enters the rent due from a transient into the record when the rent is earned, whether or not it is paid.

“Bed and breakfast” means a single-family dwelling, or part thereof, other than a motel, hotel or multiple-family dwelling, where traveler’s accommodations and breakfast are provided for a fee on a daily or weekly room rental basis.

“Cash accounting” means a system of accounting in which the operator does not enter the rent due from a transient into the record until the rent is paid.

“City” means the City of Central Point, Oregon.

“Council” ~~/city council~~ means the ~~city~~**City council** ~~Council~~ of Central Point, Oregon.

“Director” means the Finance Director of the City of Central Point.

“Manager” means the City Manager of the City of Central Point, Oregon.

“Hotel” means any structure, or any portion of any structure, which is occupied or intended or designed for transient occupancy for thirty days or less for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, and also means space or portion thereof so occupied, provided such occupancy is for less than a thirty-day period.

“Occupancy” means use or possession of, or the right to **the use or possession for lodging or sleeping purposes of transient lodging space** ~~, a room or rooms or any portion thereof for transient lodgings.~~

“Operator” means a person ~~who is the proprietor of that transient~~**furnishes transient** lodging facility in any capacity. When an operator’s functions are performed through a managing agent **or transient lodging intermediary agent** of a type other than an employee, the ~~managing agent~~**agent** shall also be considered an ~~operator.~~**operator** ~~For operator~~**for purposes of this chapter, ordinance and shall have the same duties and liabilities**

as the principal. ~~Compliance~~ by either the operator or the ~~managing~~ agent shall be considered compliance by both. **Operator herein shall also include a Transient Lodging Tax Collector as defined by state law.**

“Person” means an individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or another group or combination acting as a unit.

“Rent” means the total retail price, including all charges other than taxes, **rendered for the sale, service or furnishing of transient lodging whether or not received by the operator, for the occupancy of transient lodging space valued in money, goods, labor, credits, property, or other considerations valued in money, without any deduction.** ~~paid by a person for occupancy of the transient lodging.~~

“**Rent package plan**” means the consideration charged for both food and rent where a single rate is made for the total of both. ~~The total retail price paid by a person for occupancy of transient lodging that is part of a travel package may be determined by reasonable and verifiable standards from books and records kept in the ordinary course of the transient lodging operator’s business. Where the consideration charge includes both food and rent in a single rate, T~~the amount applicable to rent for determination of transient room tax under this ~~chapter~~ **ordinance** shall be the same charge made for rent of the identical room when **consideration** it is not a part of a package plan. **This concept is intended to follow State of Oregon Administrative Rule (OAR #150-320-305) regarding services included in the fee for purposes of determining the total retail price.**

“Tax” means either the tax payable by the transient or the aggregate amount of taxes due from an operator **or transient lodging intermediary** during the period for which ~~the operator~~ **all are** is required to report collections.

“~~Director~~” means ~~the city of Central Point city manager, or his designee.~~ **(moved to above alpha order)**

“Transient” means an individual who occupies or is entitled to occupy space in a transient lodging facility for a period of thirty consecutive days or less, counting portions of days as full days. The day a transient checks out of a hotel shall not be included in determining the thirty-day period if the transient is not charged rent for that day. A person occupying space in a transient lodging facility shall be considered a transient

until a period of thirty days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy or the tenant actually extends occupancy more than thirty consecutive days. A person who pays for lodging on a monthly basis, regardless of the number of days in the month, shall not be considered a transient.

~~“Transient lodging” means hotel, bed and breakfast, or any part thereof, which is used or designed for occupancy by transients for dwelling, lodging or sleeping purposes and which is rented or intended for rent on a daily or weekly basis, or any period of thirty days or less, to transients for a charge or fee paid or to be paid for rental or use of facilities.~~

“Transient lodging” means: Hotel, motel and inn dwelling units that are used for temporary overnight human occupancy; spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.

“Transient Lodging Intermediary” mean a person other than a transient lodging provider that facilitates the retail sale of transient lodging and charges for the occupancy of transient lodging.

3.24.020 Tax imposed.

For the privilege of occupancy in any transient lodging, a tax of nine percent (9%) is imposed on any consideration rendered for the sale, service or furnishing of transient lodging.

~~For the privilege of occupancy in any transient lodging facility, a transient shall pay a tax in the amount of nine percent of the rent charged for the privilege of occupancy in a transient lodging facility in the city.~~ **The tax must be computed on the total retail price, including all charges other than taxes, paid by a person for occupancy of the transient lodging. The total retail price paid by a person for occupancy of transient lodging that is part of a travel package may be determined by reasonable and verifiable standards from books and records kept in the ordinary course of the operator’s business. The tax shall be collected by the operator that receives the consideration rendered for occupancy of the transient lodging. The tax imposed by this ordinance is in addition to and not in lieu of any state transient lodging tax.** The tax constitutes a debt owed by the transient to the city, and the debt is extinguished only when the tax is remitted by the operator to the city. The transient shall pay the tax to the operator at the time rent is paid. The operator shall

enter the tax into the record when rent is collected if the operator keeps records on the cash accounting and when earned if the operator keeps records on the accrual accounting basis. If the rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the operator with each installment. The unpaid tax is due upon the transient's ceasing to occupy space in the transient lodging. ~~In all cases, rent paid or charged for occupancy shall exclude the sale of goods, services or commodities.~~

3.24.030 Rules for collection of tax by operator. Collection of tax by operator.

~~A. Every operator renting rooms in this city shall collect a tax from the occupant, the occupancy of which is not exempted under the terms of this ordinance.~~

In cases of credit or deferred payment of rent, the payment of tax to the operator may be deferred until the rent is paid, and the operator shall not be liable for the tax until rent is paid or deferred payments are made. ~~Adjustments may be made for uncollectible accounts.~~

~~B. The director Finance Director shall enforce this chapter and may adopt rules and regulations provisions of this ordinance and shall have the power to adopt rules and regulations not inconsistent with this ordinance as may be necessary to aid in the for-enforcement.~~

~~C. The rent collected on portions of a dollar, fractions of a penny of tax, shall not be remitted rate imposed shall be rounded to the nearest whole cent.-~~

3.24.040 Operator's duties.

~~An Every~~ operator shall collect the tax **imposed by this ordinance at the same time when the rent is collected from the transient. The amount of tax shall be stated separately in the operator's records and on the receipt given by the operator. An operator shall not advertise that the tax will not be added to the rent, that a portion of it will be assumed or absorbed by the operator, or that a portion will be refunded, except in the manner provided in this chapter. (Ord. 1996 §1(part), 2014; Ord. 1707 §1(part), 1994).**

3.24.050 Exemptions.

The tax shall not be imposed on:

~~A. An occupant staying for more than thirty consecutive days, or a person paying for lodging on a monthly basis regardless of the number of days in the month;~~ **Transient lodging in a hospital, health care facility, long term care facility or any other residential facility that is licensed, registered or certified by the Department of Human Services or the Oregon Health Authority;**

A dwelling unit in a facility providing treatment for drug or alcohol abuse or providing mental health treatment;

~~B. Transient lodging in a private residence that is used by members of the general public for temporary human occupancy for fewer than 30 days per year;~~

Transient lodging which is funded through a contract with a government agency for the purpose to provide emergency or temporary shelter; other than this temporary emergency exception, the taxes herein apply to state and local government workers;

Transient lodging at a nonprofit youth or church camp, nonprofit conference center or other nonprofit facility;

Transient lodging that is leased or otherwise occupied by the same person for a consecutive period of 30 days or more during the year. The requirements of this subsection are satisfied even if the physical dwelling unit changes during the consecutive period if all dwelling units occupied are within the same facility, and the person paying consideration for the transient lodging is the same person throughout the consecutive period.

~~A person who rents a private home, vacation cabin or similar facility from an owner who personally rents the facility incidentally to the owner's personal use, except a bed and breakfast;~~

~~C. Any occupant whose rent is paid for a hospital room or to a medical clinic, convalescent home, or home for aged people, or to a public institution owned and operated by a unit of the government;~~

~~D. Any room donated to a nonprofit organization claiming exemption under IRS Code 501;~~

~~E. Any home occasionally exchanged with a home outside the city without payment of rent;~~

~~F. Any person housed through an emergency shelter or disaster program where the rent is paid with government assistance funds;~~

~~G. Any federal government employee traveling on official government business, who presents an official government exemption certificate or official travel authorization.~~

3.24.060 Operator's registration Registration form and certificate Certificate of authority. 

A. Each operator of a transient lodging facility within the city shall register said business with the ~~director~~**Finance Director**, on a form provided by the ~~director~~**Director**, within fifteen **calendar** days after commencing business. **The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of collection or payment of tax regardless of registration.**

~~B.~~ The registration form shall set forth the name in which an operator transacts or intends to transact business, the location of ~~his~~**the** place or places of business and such other information to facilitate the collection of the tax as the director may require. The registration shall be signed by the operator.

~~C.~~ The ~~director~~**Director** shall, within ten days after registration, issue without charge a **“Certificate of authority—Authority”** to each registrant to collect the tax from the occupant, together with a duplicate thereof for each additional place of business of each registrant. Certificates shall be nonassignable and nontransferable and shall be surrendered immediately to the director upon the cessation of business at the location named or upon its sale or transfer.

~~D.~~ Each certificate of authority shall state the place of business to which it applies, shall be prominently displayed therein so as to be seen and be readily apparent to all transients seeking occupancy. Failure to register does not relieve the operator from collecting the tax or a person from paying the tax. The certificate of authority shall set forth:

1. The name of the operator;
2. The address of the transient lodging facility;
3. The date the certificate was issued;
4. The following statement: “This transient occupancy registration certificate signifies that the person named on the certificate has fulfilled the requirements of the transient lodging tax ordinance of the ~~city~~**City** of Central Point by ~~registering~~**registration** with the ~~director~~**Finance Director** for the purpose of collecting the room tax imposed by ~~the said Ceity of Central Point~~ and remitting the tax to the **Finance D**irector. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a transient lodging facility without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of the ~~city~~**City** of Central Point. This certificate does not constitute a permit.”

3.24.070 Collections, returns and payments.

A. Every operator shall, on or before the fifteenth day of the month following the end of each calendar quarter (in the months of April, July, October and January), file a return with the **Finance Director**, on forms provided by the ~~city~~**City**, specifying the total rent subject to this chapter and the amount of tax collected under this chapter. A return shall not be considered filed until it is actually received by the ~~director~~**Finance Director, in said office either by personal delivery, by mail, or by any commercially reasonable means, including but not limited to electronic or telephonic transfer, or private delivery service. For purposes of determining delinquencies, the date of delivery is the later of receipt of the return or receipt of the tax by the Finance Director.** If the return is mailed, the postmark **date from the United States Postal Service** shall be considered the date of delivery for determining delinquencies. **Private delivery services shipping date may be treated as an equivalent to the US Postal Service for purposes of the postmark rule. If the return is delivered in person, it must be received on or before the due date during posted business hours.** The initial return may be for less than the three months preceding the due date. **The business quarters are:**

First quarter: January, February, March

Second quarter: April, May, June

Third quarter: July, August, September

Fourth quarter: October, November, December

~~B.~~ Returns shall show the amount of tax collected or due for the related period. The ~~director~~**Director** may require returns to show the total rentals on which the tax was collected or is due, gross receipts of the operator for the period, a detailed explanation of any discrepancy between the amounts, and the amount of rentals exempt.

~~C.~~ At the time the return is filed, the full amount of the tax collected shall be remitted to the ~~director~~**Director**. ~~Payments received by the director for application against existing liabilities will be credited toward the period designated by the taxpayer under conditions that are not prejudicial to the interest of the city. A condition considered prejudicial is the imminent expiration of the statute of limitations for a period or periods.~~

~~D.~~ Nondesignated payments shall be applied in the order of the oldest liability first, with the payment credited first toward any accrued penalty, then to interest, then to the underlying tax until the payment is exhausted. Crediting of a payment toward a specific reporting period will be first applied against any accrued penalty, then to interest, then to

the underlying tax. If the **Finance Director**, ~~in his or her sole~~**their sole** discretion, determines that an alternative order of payment application would be in the best interest of the ~~city~~**City** in a particular tax or factual situation, ~~the director may order~~**direct** such a change. The ~~director~~**Director** may establish shorter reporting periods for any operator if ~~the director deems it~~**deemed** necessary in order to ensure collection of the tax. The ~~director~~**Director** also may require additional information in the return relevant to payment of the liability. When a shorter return period is required, penalties and interest shall be computed according to the shorter return period. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the ~~city~~**City** until payment is made to the ~~director~~**Finance Director**. A separate trust bank account is not required in order to comply with this provision.

~~E.~~ For good cause, the **Finance Director** may extend the time for filing a return or paying the tax for a **period not to exceed three months.**~~more than one month.~~ Further extension may be granted only by the ~~city council~~**approval of the City Manager**. An operator to whom an extension is granted shall pay interest at the rate of one percent per month on the amount of tax due, without proration for a fraction of a month. If a return is not filed and if the tax and interest due are not paid by the end of the extension granted, the interest shall become a part of the tax for computation of penalties prescribed in Section [3.24.080](#).

~~F.~~ **Collection fee:** Every operator required to remit the tax imposed in this chapter shall be entitled to retain five percent **(5%)** of all taxes due to defray the costs of bookkeeping and remittance.

~~G.~~ Every operator must keep and preserve in an accounting format established by the **Finance Director** records of all sales made by the facility and such other books or accounts as may be required by the ~~director~~**Director**. Every operator must keep and preserve for a period of three years **and six months** all such books, invoices and other records. The ~~director~~**Director** shall have the right to inspect all such records at all reasonable times.

H. The ~~director~~**Finance Director** may require returns and payment of the taxes for other than monthly/quarterly periods in individual cases to ensure payment or to facilitate collection by the ~~city~~**City**.

3.24.080 Delinquency penalties. Penalties and interest.

A. Original Delinquency. Any operator who **has not been granted an extension of time for remittance of tax due and who** fails to remit any ~~portion of any tax imposed by this chapter ordinance prior to delinquency~~ within the time required shall pay a penalty of ten percent **(10%)** of the amount of the tax **due in addition to the amount of the tax.**

B. Continued Delinquency. Any operator who fails to remit any delinquent remittance on or before a period of thirty-one days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of fifteen percent **(15%)** of the amount of the tax in addition to the **ten percent (10%)** amount of the tax and the penalty first imposed.

~~C. Fraud.~~ If the **Finance Director** determines that the nonpayment of any remittance due under this ~~chapter ordinance~~ is due to fraud **or intent to evade the provisions thereof**, a penalty of twenty-five percent **(25%)** of the amount of the tax shall be added thereto in addition to the penalties ~~stated in subsections A and B of this section.~~ **assessed under this ordinance.**

~~D. Interest.~~ In addition to the penalties imposed, any operator who fails to remit any tax imposed by this ~~chapter ordinance~~ shall pay interest at the rate of one percent per month **(1%)** or fraction thereof **without proration for portions of a month**, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

~~E. Penalties with Tax.~~ Every penalty imposed, and such interest as accrues under the provisions of this ~~section ordinance,~~ shall become a part of the tax required to be paid.

~~F. Petition for Waiver.~~ Any operator who fails to remit the tax within the required time may petition the ~~city City Manager council~~ for waiver and refund of the penalty or a portion of it. The ~~council Manager~~ may, if good cause is shown, direct a refund of the penalty or a portion of it. **At the City Manager's discretion, a petition for waiver may be forwarded and addressed by a hearing before the City Council.** Any such hearing will be conducted under the procedures described in Section [3.24.210](#) **of this ordinance.**

3.24.090 Deficiency determinations Fraud, Evasion, and Operator delay.

A. If the **Finance Director** determines that a return is incorrect, that required reports or returns have not been filed, that a report is fraudulent, or that an operator has otherwise failed to comply with the terms of this chapter, the ~~director Director~~ shall proceed in

such manner as deemed best to obtain facts and information on which to base the estimate of tax due. As soon as the ~~director~~**Director** shall procure such facts and information as is able to be obtained, upon which to base the assessment of any tax imposed by this chapter and payable by any operator, the ~~director~~**Director** shall proceed to determine and assess against such operator the tax, interest and penalties provided for ~~by this~~**within this chapter ordinance.**

B. In case such determination is made, the ~~Finance D~~**Finance Director** shall give a written notice of the amount so assessed by having it served personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at the last known place of address. Any deficiency is due and payable ten days after the ~~director~~**Director** serves its written notice. The operator may appeal such determination as provided in Section [3.24.210](#) within ten days of service of the deficiency notice. If no appeal is filed, the ~~director's~~**Director's** determination is final and the amount thereby is immediately due and payable **and shall become final within 10 days after the notice has been given.**

C. Except as provided herein, every deficiency determination shall be made and notice mailed within three years after a return was originally filed or subsequently amended, whichever period expires later. In the case of the filing of a false or fraudulent return with the intent to evade this chapter, a failure to file a required return, or willful refusal to collect and remit the tax, a deficiency determination may be made, or a proceeding for the collection of such deficiency may be commenced, at any time.

3.24.130 Security for collection of tax.

A. If ~~t~~~~The director~~**Finance Director** believes that the collection of any tax or any amount of tax required to be collected and paid to the City will be jeopardized by delay, the **Director** may make a determination of the tax required to be collected, **and** may require an operator to deposit security in the form of cash, bond or other security. The amount of security shall be fixed by the ~~director~~**Director** and shall not be greater than twice the operator's estimated average quarterly liability for the period for which the operator files returns. ~~or five thousand dollars, whichever amount is less.~~ **The Operator has the right to appeal to the City Manager any decision of the Finance Director made under this provision.**

B. Within three years after the tax becomes payable or within three years after a determination becomes final, the ~~director~~**Director** may bring an action in the name of

the ~~city~~ **City** in the courts of this ~~state~~, ~~or~~ another state ~~or~~ of the United States to collect the amount delinquent and penalties and interest.

3.24.140 Liens.

Notice of lien may be issued by the Finance Director whenever the operator is in default of the payment of said tax and subsequent penalties and fees.

After a determination of taxes owing has become final, such taxes, together with all applicable interest and penalties, **advertising costs and filing fees** shall become a lien on **all tangible** ~~the real~~ **personal** property used in the ~~operation of the~~ transient lodging facility. **of the operator.**

The ~~director~~ **Finance Director** shall cause the lien to be recorded in the ~~city's~~ **City and/or County** lien docket **and it shall remain a lien from the date of its recording and superior to all subsequent recorded liens on all tangible personal property used in the Transient Lodging of the operator**, and the ~~lien may thereafter be foreclosed in the same manner as in the case of liens for local improvements, as set forth in ORS 223.505 to 223.595~~ **upon sold as provided by law as may be necessary to discharge said lien.**

3.24.150 Refunds issued by city.

Operator refunds: ~~A. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the city~~ **City** under this ~~chapter~~ **ordinance**, it may be refunded, ~~as provided in subsections B and C of this section,~~ provided a **verified** claim in writing therefor, stating ~~under penalty of perjury the specific grounds~~ **reasons** upon which the claim is founded; is filed with the ~~director~~ **Finance Director** within three years ~~of~~ **from** the date of payment. ~~The claim must be on forms furnished by the director.~~ **If the claim is approved by the Director, the excess amount collected or paid may be refunded or taken as credit on any amounts due and payable from the operator or their administrators, executors or assignees.**

~~B. An operator may claim a refund, or take as credit against taxes collected and remitted, the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the director that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.~~

~~C. Transient refunds: Whenever tax required by this ordinance has been collected by the operator and deposited with the Finance Director and later is determined to erroneously collected, it may be refunded by the Finance Director/City to the transient, provided a verified claim in writing, stating the specific reason for the claim, is filed with the Director within three years from the date of payment. A transient may obtain a refund of taxes overpaid or paid more than once, or erroneously or illegally collected or received by the city, by filing a claim in the manner provided in subsection A of this section, but only when the tax was paid by the transient directly to the director, or when the transient having paid the tax to the operator, established to the satisfaction of the director that the transient has been unable to obtain a refund from the operator who collected the tax.~~

~~D. No refund shall be paid under the provisions of this section unless the claimant establishes that right hereto by written records showing entitlement thereto.~~

3.24.170 Refunds by operator to transient.

~~If the tax has been collected by the operator and it is later determined that the transient occupied the hotel for a period exceeding thirty days without interruption, the operator shall refund the tax to the transient. The operator shall account for the collection and refund to the director~~**Finance Director/City on the City's tax report form.** ~~If the operator has remitted the tax prior to refund or credit to the transient, the operator shall be entitled to a corresponding refund, which shall be also be reported on the City's tax report form.~~

3.24.180 Records. required from operators--Examination.

~~A. It shall be the duty of every operator liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve, for a period of three years and six months, all records, books, reports, income tax reports and other matters required by this chapter as may be necessary to determine the amount of such tax as the operator may have been liable for the collection of and payment to the city, which records the director shall have the right to inspect at all reasonable times as set forth below. Every operator shall maintain guest records of room rents, accounting books and records of income. The operators must, at a minimum, include a daily room rental register, a room billing/revenue daily journal, a cash receipt and deposit journal, and a cash disbursements journal/check register for all authorized deductions. These records and books shall reconcile to the transient room tax reports and be auditable. They shall also reconcile to the operator's income tax reports. If the director finds the books and records of the operator are deficient in that they do not provide adequate support for~~

~~transient room tax reports filed, or the operator's accounting system is inauditable, it shall be the responsibility of the operator to improve their accounting system to the satisfaction of the director.~~

~~B. During normal business hours and after notifying the operator, the director, or an authorized representative, may examine books, papers and accounting records, including the operator's federal and state income tax returns, to verify the accuracy of a return or, if no return is made, to determine the amount to be paid. (Ord. 1996 §1(part), 2014; Ord. 1707 §1(part), 1994).~~

Records required: It shall be the duty of every operator to keep and preserve guest records, accounting books, records of the room sales and income tax returns for a period of three years and six months after they come into being as may be necessary to determine the amount of such tax as the operator may have been liable for the collection of and payment to the City. The operator shall maintain guest records of room rents, accounting books and records of income. The operators must, at a minimum, include a daily room rental register, a room billing/revenue daily journal, a cash receipt and deposit journal, and a cash disbursements journal/check register for all authorized deductions. These records and books shall reconcile to the transient room tax reports and be auditable. They shall also reconcile to the operator's income tax reports. If the director finds the books and records of the operator are deficient in that they do not provide adequate support for transient room tax reports filed, or the operator's accounting system is un-auditable, it shall be the responsibility of the operator to improve their accounting system to the satisfaction of the Finance Director.

Examination of records: The Finance Director or any person authorized in writing by the Director may examine the books, papers and accounting records relating to room sales of any operator during normal business hours. The examination of records is for the purpose of verifying the accuracy of any return made, or if no return is made, to ascertain and determine the amount required to be paid. Notification shall be given to the operator liable for the tax at least two weeks prior to the examination of records, and the Director may request certified copies of annual tax returns covering the operator.

3.24.190 Confidentiality.

The **Finance Director** or a person having an administrative or clerical duty under the provisions of this chapter shall not make known in any manner the business affairs, operations or information obtained by an investigation of records and equipment of a person required to file a return or pay a transient occupancy tax or a person visited or examined in the discharge of official duty; or the amount or source of income, profits, losses or expenditures contained in a statement or application; or permit a statement or application, or a copy of either, or a book containing an abstract or particulars to be seen or examined by any person. However, nothing in this section shall be construed to prevent:

However, nothing in this subsection shall be construed as to prevent the disclosure to, or the examination of records and equipment for the collection of taxes or the purpose of administering or enforcing any provisions of this ordinance, the collecting of taxes imposed, the names and addresses to whom Transient Occupancy Registration Certificates have been issued, the general statistics regarding taxes collected or transient business transacted within the City of Central Point,

~~A. Disclosure to or examination of records and equipment by a city official, employee or agent for collecting taxes for the purposes of administering or enforcing the provisions or collecting the taxes imposed by this chapter;~~

~~B. Disclosure, after filing a written request, to the taxpayer, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested, of information concerning tax paid, unpaid tax, amount of tax required to be collected, or interest and penalties. However, the city attorney shall approve each disclosure, and the director may refuse to make a disclosure referred to in this subsection when, in the director's opinion, the public interest would suffer;~~

~~C. Disclosure of names and addresses of persons making returns;~~

~~D. Disclosure of general statistics regarding taxes collected or business done in the city;~~

~~E. Presentation of evidence to the court, or other tribunal having jurisdiction in the prosecution of any criminal or civil claim for amount due the city under this chapter;~~

~~F. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures; or~~

~~G. The disclosure of records related to a business's failure to report and remit the tax when the report or tax is in arrears for over six months or the tax arrearage exceeds five thousand dollars. The city council expressly finds and determines that the public interest~~

~~in disclosure of such records clearly outweighs the interest in confidentiality under ORS [192.501](#)(5).~~

3.24.200 Disposition and use of transient room tax funds.

All revenues received by the ~~city~~ **City** from the tax shall be deposited in the general fund. **Twenty five percent of the balance of the proceeds shall be used directly or indirectly for the purpose of promoting, recreational, cultural, convention and tourist related activities and services for the city of Central Point.**

3.24.210 Appeals. to the city council.

A. Any operator aggrieved by any decision of the ~~Finance D~~ **Finance Director** with respect to the amount of such tax, interest and penalties, if any, may appeal to the ~~city council~~ **City Manager**. **If the operator is still aggrieved by the City Manager's decision following an appeal resulting from the Finance Director's ruling on an issue, may, by filing a notice of appeal with the ~~director~~ City Manager within ~~fifteen~~ **ten (10)** days of mailing of the notice of a decision, **request a hearing with the City Council on the matter.** The ~~city~~ **City manager** ~~Manager~~ shall fix a time and place for hearing the appeal, as prescribed by the ~~city~~ **City council** ~~Council~~, and shall give the appellant ~~fifteen~~ **not less than ten (10)** days written notice of the time and place of the hearing ~~before the city council of said appealed matter.~~ **The parties shall be entitled to appear personally and by counsel to present such facts, evidence and arguments as may tend to support the respective positions on appeal.****

~~B. The appellant shall pay a nonrefundable appeal fee to facilitate the appeal. Appeal fees shall be set at one hundred fifty dollars for each decision appealed, and may be adjusted by resolution of the city council.~~

~~C. The parties shall be entitled to appear personally and by counsel and to present such facts, evidence and arguments as may tend to support the respective positions on appeal.~~

~~D. The city council shall afford the parties an opportunity to be heard at an appeal hearing after reasonable notice. The city council shall take such action upon the appeal as it sees fit. The city council shall at a minimum:~~

- ~~1. At the commencement of the hearing, explain the relevant issues involved in the hearing, applicable procedures and the burden of proof.~~
- ~~2. At the commencement of the hearing, place on the record the substance of any written or oral ex parte communications concerning any relevant and material fact in~~

~~issue at the hearing which was made outside the official proceedings during the pendency of the proceeding. The parties shall be notified of the substance of the communication and the right to rebut the communication. Notwithstanding the above, the parties are prohibited from engaging in ex parte communications with the members of the city council.~~

~~3. Testimony shall be taken upon oath or affirmation of the witnesses.~~

~~4. The city council shall ensure that the record developed at the hearing shows a full and fair inquiry into the relevant and material facts for consideration for the issues properly before the hearings officer.~~

~~5. Written testimony may be submitted under penalty of false swearing for entry into the record. All written evidence shall be filed with the city recorder no less than five working days before the date of the hearing.~~

~~6. The city council shall hear and consider any records and evidence presented bearing upon the director's determination of amount due, and make findings affirming, reversing or modifying the determination.~~

~~7. Informal disposition may be made of any case by stipulation, agreed settlement, consent order or default.~~

~~E. The action of the director shall be stayed pending the outcome of an appeal properly filed pursuant to this section.~~

~~F. Failure to strictly comply with the applicable appeal requirements, including but not limited to the required elements for the written notice of appeal, time for filing of the notice of appeal, and payment of the applicable appeal fee, shall constitute jurisdictional defects resulting in the summary dismissal of the appeal.~~

~~G. The findings of the city council shall be final and conclusive, and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice~~

Action by the City Council on appeals shall be by motion, passed by a majority of the members present at the meeting where the appeal is considered..

3.24.220 Violations.

~~A. It is unlawful for any operator or any other person so required to fail or refuse to **register or** furnish any return required to be made, or fail or refuse to furnish ~~the a~~~~

supplementary return or other data required by the **Finance Director** or to **enter** **render** a false or fraudulent report, with intent to defeat or evade the determination of any amount due required by this chapter.

B. Violation of any provision of this chapter of this code shall be punishable by the general penalty. Every day in which the violation is caused or permitted to exist constitutes a separate infraction, and the punishment therefor shall be in addition to any other penalty, interest, sum or charge imposed by this code or this chapter. Delinquent taxes and fees, penalty and interest imposed by this chapter and this code may be collected in a civil action.

~~C.~~The remedies provided by this section are not exclusive and shall not prevent the **city** **City** from exercising any other remedy available under the law, nor shall the provisions of this chapter prohibit or restrict the ~~city~~ **City** or other appropriate prosecutor from pursuing criminal charges under state law or city ordinance.

~~3.24.230 Actions to collect.~~

~~Any tax required to be paid by any transient under the provisions of this chapter shall be deemed a debt owed by the transient to the city. Any such tax collected by an operator which has not been paid to the city shall be deemed a debt owed by the operator to the city. Any person owing money to the city under the provisions of this chapter shall be liable to an action brought in the name of the city of Central Point for the recovery of such amount. In lieu of filing an action for the recovery, the city, when taxes due are more than thirty days delinquent, can submit any outstanding tax to a collection agency. So long as the city has complied with the provisions set forth in ORS 697.105, in the event the city turns over a delinquent tax account to a collection agency, it may add to the amount owing an amount equal to the collection agency fees, not to exceed the greater of fifty dollars or fifty percent of the outstanding tax, penalties and interest owing. (Ord. 1996 §1(part), 2014).~~

3.24.230 Severability.

If any part of this ordinance is for any reason held to be unconstitutional (or otherwise invalid), such decision shall not affect the validity of the remaining portions of this ordinance or any part thereof.

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 other word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be

codified and the City Recorder is authorized to correct any cross references and any typographical errors.

Section 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 _____, 2016.

Mayor Hank Williams

ATTEST:

City Recorder

Resolutions

Expiring SDC Credits



STAFF REPORT

To: City Council
From: Matt Samitore, Director, Parks & Public Works
Subject: Expiring System Development Charge Credits
Date: January 12, 2016

AGENDA ITEM:

Expiring System Development Charge (SDC) Credits

STAFF SOURCE:

Matt Samitore, Director

SUMMARY:

The City has on file several agreements with developers for System Development Charge (SDC) Credits for qualified public improvements. The improvements are related to upsizing of waterlines, storm drain facilities or parks. The Oregon Revised Statute and Central Point Municipal Code (CPMC 11.12.10) state that credits that are qualified public improvements must be used within 10 years or expire. As of December 2015 the City has two credits that have expired.

The first is with the Snowy Butte Station Development. This was the redevelopment of the old Central Point Mill site. The credits were established for parks. The letter establishing the credits was sent on December 22, 2005. Some of the open space was installed, in particular the large detention pond adjacent to Daisy Creek. One lot remains vacant, which was slated to have a small playground associated with it. The remaining balance is \$53,627.08.

The second credit was established as part of the Blue Grass Downs Subdivision. The development was asked to upsize a waterline from 8” to 12” to supply water for future

expansion. The developer agreed to the upsizing on July 25, 2005. The remaining balance is \$3,710.00.

PUBLIC HEARING REQUIRED:

No – A public hearing is not required.

SUGGESTED MOTION:

1. Approve the resolution authorizing the expiration of the System Development Charge Credits for the Snowy Butte Station Park Agreement in the amount of \$53,627.08.

Motion 2:

2. Approval the resolution authorizing the expiration of the System Development Charge Credits for the Blue Grass Downs Subdivision Agreement in the amount of \$3,710.00.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CENTRAL POINT ACKNOWLEDGING
EXPIRATION OF SYSTEM DEVELOPMENT CHARGE (SDC) CREDITS
FOR PARKS AND OPEN SPACE WITHIN THE
SNOWY BUTTE STATION DEVELOPMENT**

RECITALS:

- A. In December of 2005, the City of Central Point agreed to a SDC Agreement with Cris Galpin and Investors II LLC and their Agent Mike Montero, for development of required parks and open space within the Snowy Butte Station Planned Unit Development.
- B. The Credit established a value for the upsizing of \$107,514.32. This equated to 28% of the total SDCs that were to be originally paid.
- C. Central Point Municipal Code 11.12.110 states that credits can be established for qualified public improvements. The parks and open space upgrades qualified for such an improvement, but not all improvements were completed within the 10-year time frame.
- D. Central Point Municipal Code 11.12.110.B.3 states that all SDC Credits for qualified public improvements must be used within 10 years or they expire.
- E. As of January 1, 2016, there are still \$53,627.08 of credits remaining

The City of Central Point resolves as follows:

Section 1. Effective January 29, 2016, the remaining water system development charge credits expire.

Passed by the Council and signed by me in authentication of its passage this _____ day of January, 2016.

Mayor Hank Williams

ATTEST:

City Recorder Deanna Casey

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CENTRAL POINT ACKNOWLEDGING EXPIRATION OF SYSTEM DEVELOPMENT CHARGE (SDC) CREDITS FOR WATER UPSIZING IN THE BLUE GRASS DOWNS SUBDIVISION.

RECITALS:

- A. In June of 2005, the City of Central Point agreed to a SDC Agreement with Duncan Development, LLC for upsizing of a waterline through the Blue Grass Downs Subdivision from a standard 8" pipe to the city needed 12" pipe.
- B. The Credit established a value for the upsizing of \$16,117 for the upsizing cost.
- C. Central Point Municipal Code 11.12.110 states that credits can be established for qualified public improvements. The waterline upsizing qualified for such an improvement.
- D. Central Point Municipal Code 11.12.110.B.3 states that all SDC Credits for qualified public improvements must be used within 10 years or they expire.
- E. As of January 1, 2016, there are is still \$3,710 of credits remaining

The City of Central Point resolves as follows:

Section 1. Effective January 29, 2016, the remaining water system development charge credits expire.

Passed by the Council and signed by me in authentication of its passage this _____ day of January, 2016.

Mayor Hank Williams

ATTEST:

City Recorder Deanna Casey

Business

Park Master Plan Bid Award



January 20, 2016

TO: Honorable Mayor and City Council
FROM: Matt Samitore, Parks & Public Works Director
SUBJECT: Award of Parks and Recreation Master Plan

PURPOSE:

The Public Works Department recently sent a Request for Qualifications (RFQ) for a Parks and Recreation Master Plan

SUMMARY:

Staff received only one proposal from Conservation Technix out of Portland. The firm has completed several master plans for communities of similar size. Staff interviewed the firm and had a great introductory meeting.

Additionally, Conservation Technix submitted a proposal of \$89,500 for the project. The project is slated to last approximately 18 months. Staff budgeted \$100,000 for the project. .

RECOMMENDATION:

Approve the contract with Conservation Technix for completion of a Parks and Recreation Master Plan.

**CITY OF CENTRAL POINT
PERSONAL SERVICES CONTRACT
Central Point Parks and Recreation Master Plan**

This contract is made between the City of Central Point (City) and Consultant named below (Consultant).

Consultant Information:

Full legal name or business name: Conservation Technix

Address: PO Box 12736
Portland, OR 97212

Telephone: 503-989-9345

email: steve@conservationtechnix.com

City and Consultant agree:

1. Services to be Provided. Consultant will provide to City the following services:

Consultant shall prepare a final master plan document for the City of Central Point through review of existing plans & studies, community engagement, and community needs assessments. The document will be a forward looking guide that mirrors the values and policies and provides goals and objectives that will keep Central Point Parks and Recreation moving into the future,

Full description of the scope is attached as Exhibit B.

2. Effective Date or Duration. This contract is effective on the following start date (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on the following end date:

Contract start date: **1/14/16**

Contract end date: **1/31/17**

3. Consideration. City agrees to pay Consultant a sum not to exceed \$89,500 for the services to be provided. If additional services are needed beyond contract, Consultant will submit a change order that will require approval by the City prior to carrying out additional work.

City shall pay Consultant for services and reimburse Consultant for expenses incurred by Consultant in performance of services in accordance with a payment schedule to be submitted by Consultant and accepted by City. No reimbursement will be made for expenses that are not specifically itemized in this payment schedule without prior approval by city's Authorized Representative. Consultant shall submit monthly invoices to City for Consultant's services within ten days after the end of the month covered by the invoice. Total payments under this contract or any amendments shall not exceed the sum specified in this section 3.

4. Authorized Representative for Consultant. The authorized representative for Consultant is:

5. Standard Contract Provisions. Consultant shall comply with City's Standard Contract Provisions for Personal Services, a copy of which is attached as Exhibit A.

City of Central Point

Consultant

By: _____

By: _____
(signature)

Date: _____

Title: _____
Date: _____
SSN/Tax ID # _____
C.P. Business License # _____
Form W9 _____

EXHIBIT A

CITY OF CENTRAL POINT STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES

- 1. Qualified Personnel.** Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the services required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
- 2. Contract Renewal.** The City shall have the option to renew this contract after the initial term has expired. Each renewal shall be with such modifications as may be agreed to by the parties in a written amendment of the contract, provided that the amendments made for any renewal term may not increase the total compensation to be paid to Consultant by more than 10% or increase the rate of compensation for any contract Service by more than 5%.
- 3. Authorized Representative for City.** The City's authorized representative is either the City Administrator, the Public Works Director, or a duly authorized representative.
- 4. Notices.** Any notice permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic transmission ("FAX") are set forth below, notices may be delivered by FAX. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by FAX will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.
- | | | |
|-------------|------------------------------------------------------------------------------------------------------|-----------|
| Consultant: | Authorized Representative named on first page at address for Consultant listed on first page. | |
| City: | Authorized Representative (see section 3 of this page),
Third Street, Central Point, Oregon 97502 | 140 South |
- Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.
- 5. Termination.** Notwithstanding any other provision to the contrary, this contract may be terminated as follows:
- 5.1. The parties, by mutual written agreement, may terminate this contract at any time.
 - 5.2. Either party may terminate this contract in the event of a breach of the contract by the other party.
 - 5.3. The City may terminate this contract at any time or for any reason, upon not less than ten days' notice in advance of the termination date.
 - 5.4. City may terminate this contract immediately upon Consultant's failure to have in force any insurance required by this contract.
- Except as provided in section 6, in the event of a termination, City shall pay Consultant for work performed to the date of termination.
- 6. Remedies.**
- 6.1. In the event of a termination of this contract by City because of a breach by Consultant, City may complete the Services either by itself or by contract with other persons, or any combination. Consultant shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in this contract. City may withhold payment of sums due Consultant for work performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Consultant against the costs and losses incurred by City.
 - 6.2. The foregoing remedies provided to City for breach of this contract by Consultant shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Consultant's breach.
 - 6.3. In the event of breach of this contract by City, Consultant's remedy shall be limited to termination of this contract and payment for work performed to the date of termination.
- 7. Records/Inspection.** Consultant shall maintain records of its charges to City under this contract for a period of not less than three full fiscal years following Consultant's completion of this contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any of Consultant's records that relate to this contract. If any audit by City discloses that payments to the Consultant were in excess of the amount to which Consultant was entitled under this contract, Consultant shall promptly pay to City the amount of such excess. If the excess is greater than one percent of the contract amount, Consultant shall also reimburse City its reasonable costs incurred in performing the audit.
- 8. Ownership of Work Product.** All work product of Consultant that results from this Agreement (the work product) is the exclusive property of City. City and Consultant intend that such work product be deemed "work made for hire" of which City shall be deemed the author. Consultant retains the right to use any work product developed by the Consultant in advertising and promotional materials. If for any reason the work product is not deemed "work made for hire," Consultant irrevocably assigns to City all its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Consultant shall execute such further documents and instruments as City may reasonably request in order to fully vest such rights in City. Consultant forever waives any and all rights relating to the work product, except as noted herein, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 9. Indemnification.** Consultant shall defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, , or other damages including injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever natures to the extent arising out of consultant's negligence in the performance of this agreement (including but not limited to, Consultant's employees, agents, and others designated by

Consultant to perform work or services attendant to this agreement). Consultant shall not be held responsible for damages caused by the negligence of City.

11. Workers' Compensation. If Consultant will perform the work with the help of others, Consultant shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Consultant shall provide the City with such further assurances as City may require from time to time that Consultant is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

12. Insurance. Consultant shall have and maintain the insurance policies specified below. Each policy of insurance shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Services. The adequacy of all insurance policies for compliance with this Section 12 shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the contract shall be cause for immediate termination of the contract by City.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon; and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require that Consultant increase the coverage limits of all liability policies by the amount of the increase in the statutory limit.

12.1. Commercial General Liability. Consultant shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, and as an annual aggregate, for bodily injury, personal injury or property damage. The policy shall have a contractual liability endorsement to cover Consultant's indemnification obligations under the contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Consultant's breach of policy provisions.

12.2. Workers' Compensation Insurance. Unless Consultant is exempt, Consultant shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Consultant shall provide City with such assurances as City may require from time to time that Consultant is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

12.3. Automobile Liability. If Consultant will use a motor vehicle on a regular basis in the performance of the Services, Consultant shall maintain automobile liability insurance coverage of not less than \$500,000 combined single limit per occurrence for bodily injury, personal injury or property damage for each motor vehicle owned, or operated under the control of Consultant for, or in the performance of, the services.

12.4. Professional Liability. If Consultant is required to be licensed by the State of Oregon to perform the Services, Consultant shall maintain a professional liability insurance policy with coverage limits of not less than \$1,000,000 per claim, and a deductible of not more than \$25,000, to protect Consultant from claims by City or others for injury, loss or damage arising from or resulting from the wrongful or negligent performance or non-performance of, the Services. The policy shall contain an endorsement entitling City to not less than 60 days prior written notice of any material change, non-renewal or cancellation of such policy. This policy may be written on a "claims made" form.

13. Assignment/Subcontracting. Consultant shall not assign this contract, in whole or in part, or any right or obligation, without City's prior written approval. Consultant shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Consultant specified in this contract. Notwithstanding City's approval of a subcontractor, Consultant shall remain obligated for full performance of this contract and City shall incur no obligation to any subcontractor. Consultant shall indemnify, defend and hold City harmless from all claims of subcontractors.

15. Independent Contractor. Whether Consultant is a corporation, partnership, other legal entity or an individual, Consultant is an independent contractor. If Consultant is an individual, Consultant's duties will be performed with the understanding that Consultant is a self-employed person, has special expertise as to the services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Consultant; however, the nature of the services and the results to be achieved shall be specified by City. Consultant is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided in this contract.

16. Compliance with Laws/Business License. Consultant shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services, including, but not limited to those laws pertaining in nonresident contractors in ORS 279A.120 and all applicable provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.240. Consultant shall obtain a City of Central Point business license as required by the city municipal code prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on page one of this contract.

17. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between City and Consultant that arises out of or relates to performance of this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Jackson County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

18. Attorney Fees. In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review.

19. Integration. This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this contract. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.

20. City Business License. The Consultant is required by City policy to maintain an active City Business license during the time that the Consultant is contracted by the City of Central Point.

City of Central Point Parks & Recreation Master Plan

Scope of Work

Task 1: Project Initiation & Management

Hold a project kick-off meeting with City staff to refine the scope of the project and to consider the following:

- Review and discuss the overall objectives and milestones for the project
- Define a public participation plan to include team and staff roles
- Identify key community stakeholders including agencies, organizations and individuals; Discuss community interests and issues
- Discuss any concurrent planning efforts underway to assess need for coordination of efforts

Hold periodic project coordination meetings, in-person or via phone conference, with City staff to review and discuss work products, prepare for community outreach, refine objectives and develop implementation strategies.

Task 2: Existing Conditions & Baseline Analyses

Task 2.1. Review of Existing Plans & Studies

Review and analyze all pertinent, existing print and electronic City-wide planning materials, including the following:

- Current Parks & Recreation Plan
- Community Center Feasibility Plan
- Central Point Strategic Plan
- Park SDC Review Plan
- Past Citywide Surveys
- Comprehensive Plan
- Skyrman Arboretum Master Plan
- Municipal Code
- City Council Vision, Goals & Objectives
- City Budget

Review and validate the parks and recreation goals of the comprehensive plan and other policy statements.

Central Point Parks Master Plan
Scope of Work

Task 2.2. Demographics & Trends

Compile relevant community statistics and data to include Census figures, PSU Population Research Center projections, Central Point's growth projections, among others, to profile population trends and other socioeconomic conditions. Examine recent studies and regional statistics, such as the Oregon SCORP, to develop a trend assessment uniquely-focused toward the City's demographics and facility offerings.

Task 2.3. Base Mapping & Spatial Analysis

Utilize GIS to analyze the parks and recreation system against distribution, proximity and accessibility criteria and identify potential shared uses or multiple uses of public lands for recreation. Our team has strong skills in GIS and CAD, and we offer a unique method of assessing service areas and system deficiencies. We utilize a network-based watershed gap analysis that can illustrate areas of the city with optimal parkland access, as well as highlight areas underserved by park and recreation facilities.

Task 2.4. Parkland, Amenity & Facility Inventory & Assessment

Expanding upon existing City documentation, conduct a physical assessment of existing parks, open spaces and recreational amenities to identify potential needs for improvement, enhancement or renovation, along with opportunities to establish or improve sustainable management and energy conservation practices. Meet with operations staff to discuss facility needs, best management practices or challenges regarding the planned and potential growth of system assets and facilities. Coordinate with staff for the need for site-specific environmental assessments, remediation work or invasive species management to address discoveries following past acquisitions.

Task 3: Community Engagement

We propose a thorough, thoughtful and transparent public process to enliven, inform and validate the Plan.

- Prepare a public participation plan to define the methods and tools connect with residents (i.e., public meetings, stakeholder sessions, survey, etc.) and to distribute project information (i.e., FAQs, website, press releases, etc.).
- Meet with Parks & Recreation Department leadership and key staff to discuss vision, challenges, opportunities and unmet demands.
- Meet with the Parks and Recreation Commission as a unique stakeholder at the onset of the project. The session will focus discussions toward visioning, challenges, opportunities and potential partnerships.
- Conduct two small focus group discussions of up to eight participants, plus up to 4 individual stakeholder interviews to address areas of partnerships, programming, service delivery or community needs.

Central Point Parks Master Plan
Scope of Work

- Coordinate and facilitate up to three public workshop meetings, with logistics support from City staff.
- To expand upon the data collected from the recent citywide survey, we propose the implementation of a mixed mail and online survey to more deeply identify community sentiment and preferences, needs, demand and the general use of parks and recreation facilities and to inform and guide the direction and development of the system master plan. We propose a random sample of 2,000 residents using GIS-based information for the mail survey, with reminder postcards to follow. An online version of the survey will be linked from the City's website. The survey will be up to 4 pages in length (allowing for 16-20 questions, many with multiple components) and take 5-8 minutes to administer.
- Work with staff to outline and prepare project webpage content for the City's website and social media platforms to promote meetings, allow access to project materials and give transparency to the process.
- Utilize the mySidewalk engagement platform (mySidewalk.com) for an integrated, on-going online community discussion. The tool allows for seamless integration with more traditional public meeting styles and surveys. It enables residents to submit ideas, feedback and answer questions about key issues or topics, and it can be linked to the City's social media. We have successfully used this tool to expand engagement.
- Prepare presentation materials for meetings, facilitate group discussions, record public comments and produce meeting summaries.

Task 4: Community Needs Assessment

Task 4.1. Park Level of Service Assessment & Benchmarking

Coordinate with staff on the approaches to service standard assessments, which may include NRPA's PRORAGIS database, comparable cities and local history. Utilize survey and national data to compare the City against other comparable jurisdictions. Review current park classifications in terms of hierarchy, appropriateness and function, and discuss the potential for locally-relevant revisions to classifications to fit with local recreation needs, staff direction and an estimate of financial implications.

Task 4.2. Recreation Assessment & Gap Analysis

Develop a programming matrix to highlight the range of recreation offerings, areas for potential cooperation and local deficiencies. Analyze local demographics and use national and regional sports/exercise survey data to provide insight into likely programs, activities and service demand. Prepare recommendations that describe City's future role in delivering recreation services. Conduct a park system gap analysis utilizing GIS modeling and findings from the inventory assessment. Summarize findings and statistics and specifically address potential park, trail, program and maintenance improvements to meet the service demands requested by the community and stakeholders.

- Synthesize information from community outreach, evaluations, inventory analysis and demographics.

Central Point Parks Master Plan
Scope of Work

- Assess park service area needs and identify future demand for parks, amenities and recreation facilities.
- Evaluate service standards and re-align them as appropriate to meet the community's vision and existing and planned park system assets.
- Examine and assess the local economic impact of City-sponsored events using existing data and multipliers.
- Identify potential areas to serve as future parks and define the program for acquisitions and development.

Task 5: Preliminary Plan Development

Task 5.1. Draft Park System Master Plan

The draft Plan will outline a framework for the improvement and growth of recreation facilities, amenities and potential acquisitions responsive to the specific needs of the community. This framework will help clarify funding, program objectives, development or resource goals. The draft Plan will include chapters detailing the public process, inventory, community needs, goals and implementation strategies. The Plan will incorporate the following elements.

- Clear goals and discrete policies for park, trail, open space and recreation facility delivery
- Potential public funding sources, grants and strategic partnerships with private entities
- Opportunities for cooperative arrangements with the school district, civic groups, private development community, businesses and initiatives with nearby municipalities
- Parkland acquisition and development standards and guidelines that address due diligence matters, such as natural resource and environmental issues, along with minimum and recommended site improvements
- Capital Facilities Plan that identifies in priority order and sequences the actions necessary to implement Plan recommendations. Generate initial cost projection for all proposed park and recreation components, renovation and redevelopment, potential land acquisition and potential new development
- Strategy and priorities for phased implementation of proposed recommendations. Examine the cost of the capital improvements plan with existing or potential funding and grant options

Following the staff and stakeholder review of the preliminary draft plan, revise the document and produce a public draft Plan for distribution to and review by the Parks & Recreation Commission, City Council and general public.

Task 6: Plan Review & Approval

Task 6.1. Parks & Recreation Commission Review

Conduct up to two study sessions with the Commission for their review and comment. The sessions will focus on the draft Plan and highlight the key considerations about services, policies,

**Central Point Parks Master Plan
Scope of Work**

program strategies and capital priorities. Comments and direction will be incorporated into the Plan and provided to staff for circulation to City Council.

Task 6.2. Planning Commission Review

Conduct a study session with the Planning Commission for their review and incorporate comments into the Plan prior to circulation to City Council.

Task 6.3. City Council Review

Attend up to two work sessions with City Council to present the draft Plan with staff and review the key findings, financing options, policy recommendations and implementation strategies and to receive Council's comments prior to formal approval.

Task 6.4. Plan Revisions & Final Documentation

Incorporate final comments to finalize the Plan. Coordinate with staff regarding the final approval of the Plan by City Council. Produce and publish the PROS Plan in color and in booklet format, delivered in both hard copy (10 copies) and electronic format. A CD of all deliverables will be provided in digital formats at project completion.

**City of Central Point Parks & Recreation Master Plan
Fee Schedule**

To complete the scope of work identified in the Scope of Work section of this submittal, we propose a total not-to-exceed cost of \$89,450, including all costs and excluding detailed site assessment tasks as noted below. Staff rates and a fee summary by task by firm are noted below.

Staff Rates

Firm	Staff	Billing Rate
Conservation Technix	Principal	\$ 135
	Senior Associate	\$ 120
	Associate II	\$ 105
	Associate I	\$ 95
PBS Engineering + Env.	Skip Haak	\$ 135
	Heidi Yantz	\$ 140
	Greg Swenson	\$ 135

Fee Summary

TASK	Fee		Hours		Conservation	
	Subtotal	Subtotal	Technix	PBS Eng + Env		
Task 1: Project Initiation & Management	\$ 2,835	21	\$ 2,430	\$ 405		
Task 2: Existing Conditions & Baseline Analyses	\$ 17,540	154	\$ 16,160	\$ 1,380		
Task 3: Community Engagement	\$ 25,415	199	\$ 25,415	\$ -		
3.1. Public Participation Plan		7	\$900			
3.2. Stakeholder Discussions (2 group, plus 4 indiv)		24	\$3,030			
3.3. Community Open House Meetings (3)		69	\$7,860			
3.4. Community Mail & Online Survey		53	\$8,275			
3.5. Internal Department Staff Meeting		10	\$1,230			
3.6. P&R Commission Meeting		10	\$1,290			
3.7. mySidewalk web-based Community Engagement		14	\$1,510			
3.8. Public Information & Communications		12	\$1,320			
Task 4: Community Needs Assessment	\$ 10,270	88	\$ 10,270	\$ -		
Task 5: Preliminary Plan Development	\$ 18,790	159	\$ 13,730	\$ 5,060		
Task 6: Plan Review & Approval	\$ 9,000	73	\$ 9,000	\$ -		
Direct Costs	\$ 5,600		\$ 5,400	\$ 200		
TOTAL	\$ 89,450					

Business

Backflow Bid Awards



January 20, 2016

TO: Honorable Mayor and City Council
FROM: Matt Samitore, Parks & Public Works Director
SUBJECT: Award of City Backflow Testing

PURPOSE:

The Public Works Department recently sent a Request for Qualifications (RFQ) for the City instituted backflow prevention program.

SUMMARY:

Staff received four proposals for the backflow prevention testing program. The low bid is A Team Backflow Service from Keizer, OR, with a bid of \$9.95 per service, with a retest, charge of \$9.95. Typically 2% of the backflow devices fail and will need a retest. The bid is for one year to see how the initial program works.

Current rates for city customers are \$1.00 per month if a resident has a registered backflow or has an in ground sprinkler system. Residents who do not have either are charged \$0.25 per month.

The bid of \$9.95 per service is less than what the City anticipated. Extra funds would be used to work with the almost 2,000 properties within the downtown area that currently do not have backflow devices. The current budget does not have the backflow revenue or expenditures within the document. A mid-year budget adjustment will be needed to add the two line items.

RECOMMENDATION:

Approve the contract with A Team Backflow Service for testing of all backflow devices for 2016.



Backflow Residential Testing
January 20, 2016

No.	Company Name / Contact	Amount Per Assembly / Retest
1	B2 Backflow Service / Mark Bateman / 541-941-1326	\$12.00 / 7.00
2	A Team Backflow Service / Shawn Welch / 541-621-9238	\$9.99 / \$9.99
3	S O Backflow Techs / Cynthia Sander / 541-779-8927	\$18.00 / \$10.00
4	Scott Bradley Backflow Services / Scott Bradley / 541-6901-2259	\$18.00 / \$20.00
5		
6		
7		
8		
9		
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11		
12		
13		
14		

	A	B	C	D
1	Backflow Quotes 2014			
2				
3	<u>Name</u>	<u>Company</u>	<u>Price per device</u>	
4	Shawn Welch	A-Team Backflow Service	\$11.95	
5	Mark Bateman	B-2 Backflow Service	\$13.00	
6	Mark Jamieson	Rogue Valley Backflow Service	\$13.95	
7	Scott Bradley	Backflow and Landscape Irrigation Svc	\$14.00	
8	Garrett Sander	S.O. Backflow Techs	\$18.50	
9				
10				
11				
12				
13				