

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

City Council

Mayor
Hank Williams

Ward I
Bruce Dinger

Ward II
Michael Quilty

Ward III
Brandon Thueson

Ward IV
Allen Broderick

At Large
Rick Samuelson
Tanea Browning

Administration
Chris Clayton, City
Manager
Deanna Casey, City
Recorder

**Community
Development**
Tom Humphrey,
Director

Finance
Bev Adams, Director

Human Resources
Elizabeth Simas,
Director

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

Police
Kris Allison Chief

**CITY OF CENTRAL POINT
City Council Meeting Agenda
May 26, 2016**

Next Res. 1451
Next Ord. 2027

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

V. SPECIAL PRESENTATION

VI. CONSENT AGENDA

Page 2 - 9 A. Approval of May 12, 2016 Council Minutes

VII. ITEMS REMOVED FROM CONSENT AGENDA

VIII. BUSINESS

11 - 16 A. Mid-Year Budget Report (Adams)

IX. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS

18 - 19 A. Resolution No. _____, A Resolution Certifying the Provisions of Municipal Services by the City of Central Point, Oregon (Adams)

20 B. Resolution No. _____, A Resolution Electing to Receive State Revenue Sharing Funds for Fiscal Year July 1, 2016 – June 30, 2017 (Adams)

21 - 22 C. Resolution No. _____, A Resolution to Levy Taxes for the Fiscal Year July 1, 2016 through June 30, 2017 (Adams)

- 24 - 28 D. Resolution No. _____, A Resolution to Approve a 2015/17 Supplemental Budget (Adams)
- 30 - 34 E. Ordinance No. _____, An Ordinance Amending CPMC Chapter 15.04, Building Code to Comply with Updates and References to new State Code (Humphrey)
- 36 - 53 F. Resolution No. _____, A Resolution of the City of Central Point Oregon Granting Avista Corporation, d/b/a Avista Utilities, A Washington Corporation, its Successors and Assigns, the Nonexclusive Right, Privilege, Authority and Franchise to Locate, Construct, Install, Own, Maintain, Repair, Replace, Extend, Operate and Use Facilities In, Upon, Over, Under, Along, and Across the Franchise Area for Purposes of the Transmission, Distribution and Sale of Gas (Clayton)
- 55 - 58 G. Resolution No. _____ A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default for 555 Freeman # 86 (Clayton)
- 59 - 60 H. Resolution No. _____, A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default 884 Holley Way (Clayton)
- 61 - 62 I. Resolution No. _____, A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default 895 Holley Way (Clayton)
- 63 - 64 J. Resolution No. _____, _____, A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default 3303 Snowy Butte Lane (Clayton)
- 65 - 66 K. Resolution No. _____ A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default 3336 Snowy Butte Lane (Clayton)
- 67 - 68 L. Resolution No. _____, A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default 3268 Snowy Butte Lane (Clayton)

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
May 12, 2016

I. REGULAR MEETING CALLED TO ORDER

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

II. PLEDGE OF ALLEGIANCE

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

City Manager Chris Clayton; City Attorney Hillary Zamudio; Police Chief Kris Allison; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore; and City Recorder Deanna Casey were also present.

IV. SPECIAL PRESENTATION

Parks and Public Works Director Matt Samitore explained the importance of our city parks to the citizens of Central Point. By designating July 2016 as Parks and Recreation Month, Central Point joins a national campaign for the promotion of community awareness and involvement in National and local parks as well as community recreation programs.

V. CONSENT AGENDA

- A. Approval of April 26, 2016 City Council Minutes
- B. Approval to transfer ownership of retirement service weapon
- C. Approval of Proclamation designating July 2016 as Parks and Recreation Month

Allen Broderick moved to approve the Consent Agenda as presented. Mike Quilty seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Taneea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

VI. ITEMS REMOVED FROM CONSENT AGENDA - None

VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. **Ordinance No. 2026, An Ordinance Amending Chapter 2.57 of the Central Point Municipal Code Pertaining to the Membership of the Multicultural Committee**

City Manager Chris Clayton explained that this is the second reading of an ordinance allowing two members of the Multicultural Committee to live outside the city limits, and requires them to show mutual interest in the purpose of the committee.

There was discussion that 2.57.020 B that states "At least five of the members must maintain their city residence during their terms to continue to hold office" be removed. It is confusing. Section B should only read "Two members may live outside the city limits but shall have established mutual interest in the purpose of the committee as stated in 2.57.030.

Allen Broderick moved to approve Ordinance No. 2026, An Ordinance Amending Chapter 2.57 of the Central Point Municipal Code Pertaining to the Membership of the Multicultural Committee with recommended amendment to 2.57.020 B. Brandon Thueson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

B. First Reading, Public Hearing – An Ordinance Amending CPMC Chapter 15.04, Building Code to Comply with Updates and References to New State Code

Community Development Director Tom Humphrey explained that periodically updates are needed to the Municipal Code because of revisions at the state and national level. The proposed revisions update the state references regarding building codes.

Mayor Williams opened the public hearing, no one came forward and the public hearing was closed.

Brandon Thueson moved to second reading An Ordinance Amending CPMC Chapter 15.04, Building Code to Comply with Updates and References to New State Code. Mike Quilty seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

C. Resolution No. 1450, A Resolution Adopting the Official Compensation Policy of City Officials which includes Sponsorship Gifts and Fringe Benefits to be Included in the Compensation Package

Mr. Clayton explained that at the March Study Session Council members and management received training from the Oregon Government Ethics Commission (OGE). Council and staff requested information on how to be proactive in avoiding a conflict of interest related to city sponsored events. What options does a city budget committee or council have regarding decision providing direct financial support for community events like the Central Point Wild Rogue Pro Rodeo or the Red, White & Boom Fourth of July Event.

Staff had further discussion with OGEC staff and received correspondence indicating that the city could eliminate potential conflict by adopting an official compensation policy for city officials. By including sponsorship fringe benefits in the total compensation package the conflict could be nullified as described by ORS 244.040 (2)(a).

Staff also reviewed the issue whether the council would be subject to the official compensation policy because they are the governing body initially enacting the policy. The official compensation policy does not directly supply Central Point's public officials with guaranteed sponsorship fringe benefits/compensation. It places the council equally among other participating parties including city volunteers, and city staff. It places the discretion of distributing these fringe benefits with the City Manager, who has the authority to offer the benefits to city employees, city volunteers, city council members and the Mayor. Placing this discretion with the City Manager treats the council members equally amongst possible recipients, and prevents the council from being excluded for their roles as the decision maker.

City Attorney Hillary Zamudio stated that there is no direct benefit to the Council by approving this policy. The policy is regarding future items. There is no guarantee that the Council would be a recipient of any of the above mentioned items, therefore removing any direct conflict.

Council Member Rick Samuelson believes there is still a conflict and the perception of conflict of interest because they are the elected officials. Mr. Clayton stated that there could be the perception of a conflict for any number of issues the council would vote on. We are proposing this policy to help avoid any perception of conflict of interest.

Mike Quilty moved to approve Resolution No. 1450, A Resolution Adopting the Official Compensation Policy of City Officials which includes Sponsorship Gifts and Fringe Benefits to be Included in the Compensation Package. Tanea seconded. Roll call: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, no; and Mike Quilty, yes. Motion passed.

VIII. BUSINESS

A. Planning Commission Report

Mr. Humphrey presented the Planning Commission Report for May 3, 2016.

- The Commission recommended approval of Resolution No. 830 supporting the Conceptual Plan for CP-3. They considered a draft Conceptual Land Use and Transportation Plan for Urban Reserve Area (URA) CP-3. The Plan is a product of planning charrettes held previously by the Planning Commission and Citizens Advisory Committee (CAC). They offered their advice for two alternative circulation plans for the Council to consider. The Council can expect some outside input from

Jackson County, the EXPO, and the MPO at their hearing later this month.

- While discussing the item above the Commission was also updated on the Costco Conditional Use Application. They were informed of the status of the LUBA Appeal.
- The Commission was informed about the surveying and data gathering that is underway as part of the engineering contract with Adkins for the downtown streetscape.
- The Commission was informed about the mass gathering permit that was approved by the County for a once per year country music festival.

B. Skyrmann Park Bid Awards

Parks and Public Works Director Matt Samitore explained that only one bid was received regarding the Skyrmann Park Construction. The bid is \$125,000 over the original cost projection. He explained that there are things that can be modified to bring the cost down but there must be a couple of meetings with staff and the Granting agency before we proceed. He will bring back this item when options are available.

C. Discussion of Re-Appropriating Funds for Event/Name Approval

Parks and Recreation Manager Jennifer Boardman explained the possibility of a new event opportunity for the City. Fun runs and fundraising athletic events are on the rise. At the last NRPA the Surgeon General challenged all in attendance to find new ways to increase exercise in our communities.

Currently the City has one fitness event associated with the 4th of July festivities. In an effort to promote a healthier community we are proposing a new 5K run/walk. This event would be held in conjunction with the final "I Love My Market" event at Pfaff Park on October 8th. The Run will be a harvest theme with a suggested name of "Grow a Pear 5K". The funds received from the event will benefit the Central Point Parks and Recreation Foundation.

Putting on a run is fairly inexpensive with sponsorships and watching costs. Staff is requesting the use of funds from the Battle of the Bones line item to help pay for upfront expenses.

Taneea Browning made a motion to authorize the funds for the "Grow A Pear 5K" Run. Rick Samuelson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Taneea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

D. Discussion and Update on LID Properties

Mr. Samitore updated the Council regarding new information received regarding a few of the properties discussed at the March 12, 2016 meeting. He explained the Council recommendation to return with more information and a resolution to initiating the foreclosure process. Since that time staff met with the City Attorney

and determined that the monies owed could be collected by the standard city collection proceedings. Two of the property owners are now moving forward with selling or foreclosing their interests in the property. At this time we will wait until the property's sell to receive the LID money owed to the city and work with future owners regarding building options.

IX. MAYOR'S REPORT

Mayor Williams reported that he:

- Attended two Medford Water Commission meetings.
- Attended two DARE Graduations. He is really happy that the City has been able to continue this program. It is good for Central Point Children.
- Attended the ribbon cutting ceremony for the new Justice Court building on Hamrick.
- Attended the Mass Gathering Permit hearing on behalf of Central Point. We look forward to the event and plan to work closely with the County and the Expo to have a great music event in our area.
- Attended the Rogue Valley Realtor of the Year lunch.
- Participated in the Team Building Exercise with city staff and the police department at the firing range. It was a very good event and he hopes we can do it again.
- Participated in a Mae Richardson 3rd Grade Class Field trip to City Hall. They held a mock council meeting and the class was able to make decisions regarding building parks in Central Point. After the Q and A in the Council Chambers the children went to the Police Department for a tour.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- He has been talking with the County and the Expo regarding the City's expectations of the Country Music Festival. We will be working on an agreement regarding the parameters of the event in regards to the City and Citizens of Central Point.
- There will be study session on Monday for the Development Commission to be updated on the Downtown Streetscape Project.
- We hope to bring the Police Collective Bargaining agreement to the Council in June.
- The City sent a condolence card to the family at 75 Bush Street. This is still a problem property and we continue to work with Justice Court to get it cleaned up.
- Staff has been working on the Avista Franchise Agreement. It should be ready for Council approval soon. There is a new franchise agreement in the works with ITB. They will be putting in dark fiber with new construction projects.
- The State DEQ is asking cities to enforce and cite people who are not in compliance with air quality standards and wood stoves.

- The City has received Cal Martin's response to our motion to dismiss and also an official record objection. He will send both documents to the Council in his weekly report.
- Steve Weber has accepted the position of Central Point Finance Director. He is in attendance tonight.

XI. COUNCIL REPORTS

Council Member Mike Quilty reported that:

- He attended an airport advisory committee meeting. They are up 14% in passengers flying out of our area.
- He attended a LOC Transportation policy meeting. They have been discussing which recommendations to send to the LOC Board for the legislative package.
- Attended a CMAQ meeting where they have been discussing where the CMAQ funding should be spent. There is contention with the metro areas wanting the funds for their area without going through the proper process.
- He attended an MPO meeting where they discussed what they would like to see in a transportation package that will be sent to the state.
- He attended an RVACT meeting. They have been approving some projects that could be done in our area.
- He attended the team building session at the gun range. The Police Department did a great job of hosting the training.
- He attended the Hwy 62 express way ground breaking today. He has been working on that project for 12 years.

Council Member Brandon Thueson reported that he attended the team building event yesterday. He thanked Matt Samitore for the quick response he got the other day to an email. He appreciates that staff is always very quick at responding to questions from Council or Citizens.

Council Member Rick Samuelson reported that:

- He wanted to thank Matt Samitore for the paving of the last alley in town. The businesses really appreciate it.
- He attended the Team Building exercise.
- The RVCOG meeting was cancelled.

Council Member Bruce Dingler reported that he attended the Team Building exercise at the gun range. The officers were very knowledgeable and patient.

Council Member Tanea Browning reported that:

- She attended the Budget Meeting on April 18th
- She attended a Fire District 3 Budget meeting and Board meeting on the same day.
- She attended the Crater Hall of Fame Awards Ceremony.
- She attended the Jackson County Justice Court Building ribbon cutting. It was a great event with Medford Chamber.

- She attended the annual Pig Pickin Auction that raised over \$85,000 to help children in our community.
- She attended the Multicultural Committee meeting but they did not have a quorum.
- She had fun helping with the City Hall tour for the Mae Richardson students on Tuesday.
- She attended the DARE Graduation today at Central Point Elementary.
- She is super excited about the ribbon cutting for the Central Point Perk. Central Point's newest sit down coffee shop. The ribbon cutting is tomorrow morning at 9:00 am at 117 East Pine Street.
- She is also excited for the Central Point Market this Saturday from 10-2 at Pfaff Park.

Council Member Allen Broderick reported that:

- He attended the Rotary Auction. They had a record breaking fund raising event this year.
- He attended a SOREDI meeting. They are promoting from within to cover the vacant position left by Ron Fox retiring. Several new projects are in the works for the valley.
- The Eagle Point Golf Course is purchasing land around the course with plans to turn it into a resort type area where travelers going to Bandon can stay in Eagle Point for a night or two, play golf and have a nice location to stay.
- He attended the Parks and Recreation master plan meeting.
- The Relay for Life Run will have a theme of Super Hero's.

XII. DEPARTMENT REPORTS

Community Development Director Tom Humphrey reported that the department submitted code amendments to DLCD. Those amendments will be coming to the Council next month. One of the SOREDI projects is looking at Central Point areas. It takes a long time to plan and build these projects.

Parks and Recreation Manager Jennifer Boardman reported that:

- There was an open house tonight for the preschool.
- Staff is working on the 4th of July run. They will be offering a free run for children this year to get them active and involved.
- The Don Jones spray park will open on May 27th.
- They received over 300 of the Park surveys back. They also received over 100 surveys from school children. It was a special survey to see what the children in our community would like to see in the parks.

Police Chief Kris Allison reported that:

- The resident from 75 Bush Street was taken into custody for contempt of court regarding the accumulation of junk on his property. This is the first time that Judge Charter has done this type of thing. We are working on the property to make sure the issue is resolved as soon as possible.

- The team building exercise was a great success. The department enjoyed hosting the event. We hope to be able to make it an annual training.
- Tomorrow is the last DARE graduation for this year. The kids work really hard on their essays. The program is not just about saying no to drugs, it encompasses bullies and other issues that our children face.
- She attended the Crater Foundation Award Ceremony on Tuesday. This year the Willie Mott Scholarship was awarded to his son who wants to go into law enforcement like his father did.

Parks and Public Works Director Matt Samitore reported that:

- The Parks Master Plan kick off went well. They hope to get the word out for future meetings and get more input from the citizens.
- He is working with the Expo and the local BBQ teams to work out the issues regarding Battle of the Bones at the Harvest Festival.
- The Rail Crossing is progressing. An area by the high school is being considered for a Bio-Swell area.

XIII. EXECUTIVE SESSION - None

XIV. ADJOURNMENT

Brandon Thueson moved to adjourn, Rick Samuelson seconded, all said "aye" and the Council Meeting was adjourned at 8:22 p.m.

The foregoing minutes of the May 12, 2016, Council meeting were approved by the City Council at its meeting of May 26, 2016.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Business

Mid-Year Financial Report



Staff Report

Finance Department
Bev Adams, Finance Director

To: Mayor & Council
From: Bev Adams, Finance Director
Date: May 26, 2016
Subject: Mid-year budget report

Background:

The purpose of this mid-year budget report is to update the Council, Budget Committee and Citizens of the City's current financial status.

Prior to this year, the Council and Budget Committee received detailed information on the financial issues and projects of the City in the budget presentations. Now that the City is on a biennial budget schedule, the mid-year report can provide the financial update in the "off years" of the budget process.

The information in this report covers 10 months of financial activity for the period from July 1, 2015 through April 30, 2016; or 41.67% of the way through the biennial budget.

A copy of this report will be sent to the budget committee members.

General Fund

General Fund began the 2015/17 budget period in a strong position with a beginning balance of \$2.8 million; an increase of \$340,000 over the \$2.5 million that was budgeted. Of this increase, only \$50,000 was in additional revenue. The majority of the carryover was the result of a reduction in expenses, with all general fund departments contributing to the savings. However, a large portion of the additional carryover occurred when a loan of \$184,600 to finance the Freeman Road project was not made. The loan was added in the 2014/15 fiscal year by supplemental budget in anticipation of the Freeman Road project completion when unforeseen delays pushed the project over into the 2015/17 budget period.

Revenues:

From July 1, 2015 thru April 30, 2016, the City has received close to \$4.7 million in total property taxes. This represents 95.2% of budgeted property taxes, and 90.7% of the tax levy. In June of each year, the City normally receives a significant property tax turnover which may bring total taxes received close to 100% of budgeted amounts.

License and fee revenues are 53.4% of budget. Business licenses are billed and due in July, so this revenue is collected primarily in the first quarter of the fiscal year, with new licenses trickling in throughout the remainder of the year. Liquor licenses, which are the other component of the "license and fee" category, amount to a very small portion of the revenue.

Intergovernmental revenues appear to be lagging at 32% of budget; however, this contains a budgeted line item of \$60,000 for State Marijuana Tax for which there has been no distribution from the State to cities at this time. State Revenue Sharing and State Liquor Tax also appear low for the time period (a little over 30%) due to quarterly distributions.

Fines and Forfeitures are 32.7% of budget. This year completes the turnover of all municipal court activity to Jackson County District Court. In July 2013 we first contracted with district court to process the new municipal court activity generated from that period forward. In March of this year, we revised the agreement with Jackson County District Court to include processing of all citations – both old and new. The following is a 15 year history of municipal court revenues:

Municipal Court Fines 15 year history		
Fiscal Year	Assessed Fines	Notes:
2001	84,659	
2002	92,071	
2003	92,684	
2004	84,854	
2005	135,422	
2006	165,497	
2007	139,202	
2008	129,344	
2009	105,721	
2010	114,276	
2011	94,985	
2012	89,460	
2013	106,300	<i>Increase/amnesty program</i>
2014	74,517	
2015	45,978	
15 year average - \$103,665/year		

This revenue stream continues to decline as the old citations from past years are paid off and fewer new citations being issued. 2010 marks the last year that fines received were above the 15 year average – with the exception of 2013 when the court Amnesty program was implemented, resulting in the “bump” in revenue from further collection of old citations.

Charges for Service and Interest are well within normal collections for the period. Miscellaneous revenue appears a bit behind at 38% because this category includes a \$250,000 revenue budget for Battle of Bones event which may or may not be collected.

Expenses:

All budgeted transfers have been made and all general fund departments are well within acceptable levels of expenditures for the fiscal year and the biennial budget cycle.

High Tech Crime Fund

The High Tech Crime Fund remaining cash balance is \$106,600. A decision is pending on the allocation of the cash balance of the fund; once the cash is dispersed, the fund will be closed. There are no further budgeted operations or activity.

Street Fund

The Street Fund began the year with a carryover of \$1.95 million; \$344,000 more than budgeted. \$308,000 of the additional carryover was due to the delay of the Freeman Road project.

Revenues:

Franchise taxes which consist of electric and water fees are received as expected.

Charges for Services appear to be lower than usual at 24% of budget. However, this revenue category also includes System Development Charges (SDC's) Improvement and Reimbursement fees of \$1.2 million; of which only 11% of those fees have been collected at this time. As commercial projects materialize and SDC's are collected for those projects, this revenue category will fall in line with budget estimates.

Intergovernmental revenue, interest income and miscellaneous revenues are received as expected for the period. Miscellaneous revenue budget includes the \$125,000 annual payment on Twin Creeks project and that payment was received this fiscal year.

Expenses:

Street Fund expenditures for operations appear to be in excess of 41.67% for the period. Once again, however, this is due to the Freeman Road project which lapped over into the 2015/17 budget. At the meeting this evening, the Council will be asked to consider a supplemental budget to correct this overstated expense by adding it into 2015/17 biennial budget appropriations. Freeman Road project aside, street fund operations are well within expected budget limits for the period.

All transfers have been made as budgeted for this first year of the biennial period.

Capital Improvements Fund

The Capital Improvement Project (CIP) Fund beginning carryover came in slightly over the budget carryover in the amount of \$59,000.

Revenues:

CIP Fund revenues primarily consist of SDC Park Improvement and Reimbursement fees. Within the first 10 months of the biennial budget, close to 51% of the SDC's budgeted have been collected.

Budgeted Intergovernmental revenue also includes a \$60,000 grant that has not been received.

Expenses:

Transfers needed for this fiscal year debt service payments have been posted. No other expenses have been incurred.

Reserve Fund

The balance in the Reserve Fund is \$600,550 as of the end of April 2016.

Revenues:

At the close of the biennial budget period in June 2017, there will be an approximate \$631,500 in reserves. Of that balance, Facilities will have accrued \$320,000 in savings toward future building needs, with Equipment accruing savings of \$311,500 toward future capital equipment needs.

Half of the \$50,000 budgeted transfer has been posted, with the remaining \$25,000 transfer to be posted in the second half of the 2015/17 biennial budget.

Expenses: No expenses are budgeted from this fund.

Debt Service Fund

The Debt Service Fund began the new budget period with an \$18,490 fund balance. As this fund is used to account for the payment of city debt only, it is not necessary to carry a large cash balance from year to year.

Revenues:

The money to cover the City's debt service payments comes from various fund transfers, facilities rental fees and special assessments collections.

Expenses: Debt service payments are being made as scheduled.

The City's debt at the beginning of this biennial budget period was \$8,113,899 (excluding SDC Developer obligations). At the end of June 2017 when scheduled debt payments have been made, outstanding debt will then be \$6,787,230.

The City has \$659,000 of SDC Developer credits recorded as obligated debt of which \$406,000 have expired. Once Council has formally given approval, this debt can be removed from the City's debt obligations.

Building Fund

The Building Fund began the new budget period with a carryover of \$277,214; a \$77,000 increase over the budget estimate.

Revenues:

Building permit activity is exceeding initial estimates for this time period– boosting revenues to 52% for the period. If construction continues at the current pace, the City may collect 100% or more of budgeted revenues.

Expenses:

Expenses are well within budgeted estimates for this time period.

Water Fund

The Water Fund audited carryover of \$1.9 million was an increase of \$257,500 over the budgeted carryover. Water sales and SDC's collected in excess of year end estimates consist of \$91,000 of the increase, with expenses making up another \$100,000 in infrastructure improvements project expense that was not used.

Revenues:

Charges for Services (which include water sales) are very good at 44.1% for the period. Recent adjustments in water rates have stabilized revenues, made obvious as revenues have kept pace with operational expense through the recent wet winter and spring. With the warm summer months ahead, water sales should continue to meet budgeted revenue needs.

In January, Public Works began a backflow program, collecting \$19,600 in backflow fees to date. This project revenue and expense is yet unbudgeted, but will be added to appropriations in the supplemental budget to be considered this evening.

Expenses:

Water operational expenses of 35.4% are well within the budget parameters for the time period. Water fund transfers and debt service payments have been made as scheduled for the first half of the biennial budget period.

Stormwater Fund

The Stormwater Fund carryover of \$989,361 was \$91,000 above estimated during the budget process.

Revenues:

Stormwater utility and quality fees are the primary resources for this fund. As such, revenues are stable and predictable. Total revenues for this period are 41% as budgeted. Budgeted revenues also include SDC's in excess of \$150,000 for the biennial period, of which only \$32,000 has been collected at this time.

Expenses:

Expenses of 35% of budget are well within acceptable limits for this time period. Transfers and debt service payments have been made as scheduled for this period.

Internal Services Fund

The Internal Service Fund is used to account for activities and services primarily performed for the benefit of other organizational units of the City. This fund includes facilities maintenance, public works administration and public works fleet maintenance.

Revenues:

Revenues to support the services provided are from facilities rental fees, equipment rental fees, public work overhead fees and urban renewal services. Because revenues are primarily allocations from other departments and funds, they are stable and predictable. The only revenues derived from external sources are public works service fees and rental income. Combined revenues are at 41.5% of budget expectations.

Expenses:

Expenses equaling 35% of budget is well within (actually below) anticipated levels for this time period.

Recommended Action:

That Council accept the mid-year budget report.

Resolutions

Budget Resolutions



To: Mayor and City Council

From: Bev Adams, Finance Director 

Meeting Date: May 26, 2016

Subject: Budget resolutions:
A resolution to certify municipal services provided by the City
A resolution electing to receive State Revenue Sharing funds
A resolution to levy taxes for the 2016/17 fiscal year

Summary:

- 1) The first resolution certifies the provision of City services and is required in order to receive state cigarette, liquor, and highway taxes. The City expects to receive a total of \$1.3 million from these resources in fiscal year 2016/17.
- 2) The second resolution qualifies the City to receive state revenue sharing funds. The City expects to receive \$197,500 in fiscal year 2016/17.
- 3) The final resolution is to levy taxes for the 2016/17 fiscal year.

Even though we have moved to a biennial budget, these resolutions are required on an annual basis.

Recommended Action:

That Mayor and Council adopt the attached resolutions.

RESOLUTION NO. _____

**A RESOLUTION CERTIFYING THE PROVISION OF MUNICIPAL
SERVICES BY THE CITY OF CENTRAL POINT, OREGON**

Recitals:

ORS 221.760 provides that for cities located within counties having population over 100,000 to receive state revenues from cigarette, gas and liquor taxes, the State of Oregon must be satisfied that the City provides certain municipal services.

Therefore, the City of Central Point resolves as follows:

That the citizens of Central Point are provided the following services;

- Police protection
- Street construction, maintenance and lighting
- Storm sewers
- Planning, zoning and subdivision control
- Water utilities

***Passed by the Council and signed by me in authentication of its passage
on May 26, 2016.***

Mayor Hank Williams

ATTEST:

City Recorder

RESOLUTION NO. _____

A RESOLUTION ELECTING TO RECEIVE STATE REVENUE SHARING FUNDS FOR FISCAL YEAR JULY 1, 2016 – JUNE 30, 2017

Recitals:

The State of Oregon sets forth requirements for eligibility of State Revenue Sharing funds. The City of Central Point has qualified and desires to receive such funds.

Therefore, the City of Central Point resolves as follows:

Section 1. The City hereby elects to receive distribution under ORS 221.770 of the State Revenue Sharing funds.

Section 2. The City hereby certifies as follows:

- A. The City of Central Point changed to a biennial budget in June 2015, adopting the first two year budget which includes fiscal years 2015/16 and 2016/17.
- B. The City held a public hearing before the Budget Committee on April 13, 2015 at which time citizens had the opportunity to provide written and oral comment to the City Council on the possible uses of State Revenue Sharing funds.
- C. The City held a second public hearing before the City Council on June 11, 2015, at which time citizens had the opportunity to provide written and oral comment and ask questions of the City Council on the proposed use of State Revenue Sharing funds for the biennial budget period of July 1, 2015 through June 30, 2017.
- D. The City levied a property tax for the year proceeding the year in which State Revenue Sharing funds are sought hereunder and pursuant to ORS 471.810.

Section 3. A copy of this resolution shall be filed with the executive department of the State of Oregon prior to July 31, 2016.

Passed by the Council and signed by me in authentication of its passage on May 26, 2016.

Mayor Hank Williams

ATTEST:

City Recorder

RESOLUTION NO. _____

**A RESOLUTION TO LEVY TAXES FOR THE FISCAL YEAR
JULY 1, 2016 THROUGH JUNE 30, 2017**

RECITALS:

- A. Oregon statute (ORS 294.326) requires municipalities to prepare and adopt a financial plan (budget) containing estimates of revenues and expenditures in compliance with Oregon budget laws prior to making expenditures or tax certification.
- B. The City of Central Point changed from an annual to a biennial budget cycle in June, 2015; therefore this coming fiscal year 2016/17 is the second period of the 2015/17 biennial budget.
- C. A public hearing was duly held by the City Council of Central Point, Oregon on June 11, 2015 and the biennial budget was adopted in the amount of \$42,831,087.

The City of Central Point resolves as follows:

To levy taxes for the second period of the biennial budget beginning fiscal year July 1, 2016 and ending June 30, 2017.

Section 1.

As authorized by law and the Charter of the City of Central Point, Oregon, there is hereby levied upon the taxable property of said city as shown on the tax rolls of Jackson County, Oregon, for the fiscal period July 1, 2016 through June 30, 2017, the rate of \$4.47 per \$1,000 of assessed valuation for general government purposes, as follows:

<u>General Fund</u>	<u>Subject to Measure 5 Limits</u>	<u>Not Subject to Measure 5 Limits</u>	<u>Total</u>
Permanent rate limit	\$5.8328		\$5.8328
ASSESSED LEVY	\$4.4700		\$4.4700

Section 3. The Finance Director is hereby directed to certify to the Assessor of Jackson County, Oregon, the levy of taxes of the City of Central Point, Oregon, and to take all other steps with regard to said budget and levy as required by law.

***Passed by the Council and signed by me in authentication of its passage
on May 26, 2016.***

Mayor Hank Williams

ATTEST:

City Recorder

Resolution

Supplemental Budget



Staff Report

Finance Department
Bev Adams, Finance Director

To: Mayor & Council
From: Bev Adams, Finance Director
Date: May 26, 2016
Subject: 2015/17 Supplemental budget #1

Background:

Oregon budget law allows the governing body to adopt mid-year changes to the budget due to certain conditions; such as when unforeseen occurrences or conditions exist that were not known at the time the budget was adopted, or when money is received that was not anticipated. Due to these qualifying conditions, the following budget adjustments are proposed:

General Fund: Parks grant funding for Skryman Park & park safety equipment; Police grant funding for police safety equipment; Attorney costs on the Costco/LUBA appeal. The result of these changes equals an increase of \$270,395 in appropriations. There is also a transfer of appropriations proposed in Parks from contract services into Salary & Wages which does not increase/decrease appropriations.

Building Fund: Early fill of the Building Permit Technician position - \$15,000 increase in appropriations.

Street Fund: Freeman Road completion; funds for Table Rock Road signal. Total changes equal \$378,000 in additional appropriations; however, these funds are included in the carryover since the project was budgeted to be completed in last fiscal year.

Water Fund: Freeman Road completion; Cities Coalition water study; and Backflow services. Total changes equal \$200,000 in additional appropriations.

Stormwater Fund: Freeman Road completion - \$37,000 in additional appropriation.

Interfund transfers – this is to correct a budget error, there is no increase or decrease to budget appropriations.

Total of all changes amounts to an increase of \$900,395 in appropriations to the 2015/17 biennial budget. With adoption of these changes, the total 2015/17 biennial budget will increase from the original adopted budget of \$42,821,087 to \$43,731,482.

More detail on each of the above proposed budget amendments is provided within the attached resolution.

Recommendation:

That Mayor and Council appropriate the 2015/17 supplemental budget #1.

Resolution No. _____

A RESOLUTION TO APPROVE A 2015/17 SUPPLEMENTAL BUDGET

RECITALS:

- A.** Oregon budget law (ORS 294.480) allows the governing body to adopt a supplemental budget when certain conditions exist, such as an occurrence or condition was not known at the time the budget was adopted; a situation was not foreseen and requires prompt action; money is received that was not anticipated, or a request for services or facilities is received which will be paid by another entity and was not known at the time of the adoption of the budget.
- B.** General Fund: Within the General Fund there are six budget amendments totaling \$247,600 in additional appropriations:
- \$240,395 Parks grants. Unanticipated grant funding of \$235,395 from the Oregon Community Foundation for the design and construction of Skryman Park; and \$5,000 CCIS grant for park safety equipment.
 - \$74,600 transfer of appropriations. This is to move funds from Parks/Contract Services into Park/Salary & Wages in order to cover funds needed for a new parks worker position; this action does not increase budgeted appropriations.
 - \$25,000 for attorney costs. Due to the unanticipated costs of the Costco/LUBA process.
 - \$5,000 Police grant. CCIS grant for police safety equipment.
- C.** Building Fund: \$15,000 Building Permit Technician. Due to the unanticipated need for assistance within the building department for building services, this position which was approved and appropriated within the 2015/17 biennial budget was filled earlier than originally planned.
- D.** Street Fund: \$228,000 Freeman Road. Due to broken water line replacement late in the project year, completion of Freeman Road was delayed causing the project to extend over into the 2015/17 biennial budget period.

Further allocation of this project is found under "E" and "F" of this document.

- E. Water Fund: Within the Water Fund there are three budget amendments totaling \$310,200 in additional appropriations:
- \$22,000 Cities Coalition Water Study. To appropriate revenue and expenses associated with the RH2 Engineering water study contracted by the Rogue Valley “small cities” coalition. Engineering expenses are paid by the City of Central Point; division of the expense and subsequent reimbursement is then made by each city per the agreement.
 - \$88,200 Backflow services. To appropriate backflow revenue and expenses. In January 2016 the City of Central Point first offered backflow services (at a savings) to utility customers. The decision to implement these services was several months after adoption of the 2015/17 biennial budget and therefore was not anticipated nor included in the budget.
 - \$200,000 Freeman Road. The Freeman Road project allocated to water issues and expenses.
- F. Stormwater Fund: \$37,000 Freeman Road. The Freeman Road project allocation to stormwater expense.
- G. Interfund Transfers: (\$211,000) budget correction. In the 2015/17 biennial budget, “Transfers Out” expense is overstated as follows:
- Street Fund - \$36,000
 - Stormwater Fund - \$50,000
 - Stormwater SDC’s - \$125,000

A reversal of this expense will result in an increase to the carryover balance of the corresponding fund. However, this action does not increase or decrease budgeted appropriations.

The City of Central Point resolves:

To amend the 2015/17 biennial budget in accordance with ORS. 294.480.

As such, budget changes will appear as follows:

Section 1.

				Adjusted
	Appropriation	Revenues	Expenses	Appropriation
<u>General Fund</u>		<u>19,870,490</u>	<u>19,870,490</u>	
Carryover revenue	2,501,250	25,000		2,526,250
City Admin/Professional Service	180,000		25,000	205,000
Parks Donations & Grants	2,000	240,395		242,395
Police Donations & Grants	2,000	5,000		7,000
Parks/Salaries & Wages	495,370		74,600	569,970
Parks/Contract Services	286,300		(74,600)	211,700
Parks/Sm.Equipment	4,200		5,000	9,200
Parks/Skyrman Arboretum	13,800		235,395	249,195
Police/Sm.Equipment	67,000		5,000	72,000
<i>Total Revised General Fund</i>		<u>\$20,140,885</u>	<u>\$20,140,885</u>	
<u>Street Fund</u>		<u>6,792,660</u>	<u>6,792,660</u>	
Carryover Balance	1,605,860	378,000		1,983,860
Transfers Out	100,700	(36,000)		64,700
Ending Balance	1,468,851	36,000		1,504,851
Freeman Road project	0		114,000	114,000
SDC/Freeman Road project	0		114,000	114,000
SDC/Table Rock Road project	0		150,000	150,000
<i>Total Revised Street Fund</i>		<u>\$7,170,660</u>	<u>\$7,170,660</u>	
<u>Building Fund</u>		<u>573,225</u>	<u>573,225</u>	
Carryover balance	199,625	15,000		214,625
Salaries & Wages	219,550		15,000	234,550
<i>Total Revised Water Fund</i>		<u>\$588,225</u>	<u>\$588,225</u>	
<u>Water Fund</u>		<u>7,712,995</u>	<u>7,712,995</u>	
Carryover balance	1,660,995	200,000		1,860,995
Freeman Road project	0		200,000	200,000
Financing	0	22,000		22,000
Contract Services	120,000		22,000	142,000
Backflow Service Fees	0	88,200		88,200
Other Services (Backflow)	0		88,200	88,200
<i>Total Revised Water Fund</i>		<u>\$8,023,195</u>	<u>\$8,023,195</u>	
<u>Stormwater Fund</u>		<u>2,694,560</u>	<u>2,694,560</u>	
Carryover Balance	897,860	37,000		934,860
Transfers Out	50,000	(50,000)		0
Transfers Out	125,000	(125,000)		0
Ending Balance	532,860	175,000		707,860
Freeman Road project	125,000		37,000	162,000
<i>Total Revised Stormwater Fund</i>		<u>\$2,731,560</u>	<u>\$2,731,560</u>	

**Passed by the Council and signed by me in authentication of its passage this
26th day of May, 2016.**

Mayor Hank Williams

ATTEST:

City Recorder

Ordinance

Amendments to Building Code references



STAFF REPORT

May 26, 2016

AGENDA ITEM:

(Second Reading) Municipal Code Amendments to Title 15 Buildings and Construction Code to Conform to State Building Code Revisions and Updates. **Applicant:** City of Central Point

STAFF SOURCE:

Tom Humphrey, Community Development Director

BACKGROUND:

The Community Development Department periodically updates sections of the Municipal Code Titles for which it is responsible. Title 15, Buildings and Construction is one such code section that should be updated based on changes and revisions at the state and national level.

In this case, all of the changes update and correct numerical code references to the Residential Specialty Code, the Electrical Specialty Code, the Plumbing Specialty Code, the Oregon Fire Code and the International Fire Code.

ISSUES:

The proposed changes are being advocated by the City's Building Official, Derek Zwagerman who compared the City's Code with the latest updates to the Oregon Building Code. The City Building program will be evaluated and graded for current references to the Oregon State Codes.

EXHIBITS/ATTACHMENTS:

Attachment "A" – Ordinance No. ____ An Ordinance Amending CPMC Chapter 15.04, Building Code to comply with updates and reference to new state code.

ACTION:

Consider the proposed amendment to the municipal code, and 1) approve the ordinance; 2) approve the ordinance with revisions; 3) deny the ordinance amendment.

RECOMMENDATION:

Approve Ordinance No. ____ An Ordinance Amending CPMC Chapter 15.04, Building Code to comply with updates and references to new state code.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CPMC CHAPTER 15.04, BUILDING CODE TO COMPLY
WITH UPDATES AND REFERENCES TO NEW STATE CODE**

RECITALS:

- A. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B. On May 12, 2016, the Central Point Community Development Department initiated and recommended approval of a code amendment to CPMC Chapter 15.04 bringing the City's municipal code into conformance with State Building Code Revisions and Updates.
- C. On May 12, 2016, the City of Central Point City Council held a properly advertised public hearing; reviewed the Staff Report; heard testimony and comments, and deliberated on approval of the Municipal Code Amendment.
- D. Words ~~lined through~~ are to be deleted and words in **bold** are added.

THE PEOPLE OF CENTRAL POINT DO ORDAIN AS FOLLOWS:

SECTION 1. Amendments to CPMC Chapter 15.04, revises language in the City's Building and Construction Code to conform with the State Building Code.

**Chapter 15.04
BUILDING CODE**

Sections:

- [15.04.010 Standards applicable to building.](#)
- [15.04.020 City code administration.](#)
- [15.04.030 Local interpretation.](#)
- [15.04.040 Board of appeals.](#)
- [15.04.050 Certificate of occupancy.](#)
- [15.04.060 Change of occupancy.](#)
- [15.04.070 Re-inspection fee.](#)
- [15.04.080 Violations and penalties.](#)

15.04.010 Standards applicable to building.

All construction, building, and related activities within the city shall comply with all ordinances of the city and with the following specialty codes, which by this reference are expressly adopted and incorporated into this code:

A. The 2014 Oregon Structural Specialty Code based on the International Building Code, 2012 Edition, as published by the International Code Council and amended by the Building Codes Division; specifically adopting and including Section 109, Fees; permit and plan review fees shall be as per the building fee schedule as adopted by the city of Central Point; Section 112, Service Utilities; Section 116, Unsafe Structures and Equipment; Appendix G, Flood-Resistant Construction; Appendix H, Signs; Appendix I, Patio Covers; and Appendix J, Grading.

B. The 2014 Oregon Mechanical Specialty Code based on the 2012 International Mechanical Code and the 2012 International Fuel Gas Code, as published by the International Code Council, Inc., amended by the Oregon Building Codes Division, with fees as per the mechanical fee schedule adopted by the city of Central Point.

C. ~~The 2014 Oregon State of Oregon 2011~~ Residential Specialty Code based on the 2009 Edition of the International Residential Code, as published by the International Code Council, Inc., specifically adopting Section R104.8, Liability.

D. ~~The 2014 Oregon State of Oregon 2008~~ Electrical Specialty Code based on the ~~2014 2008~~ Edition of the National Electrical Code as published by the National Fire Protection Association, Inc.

E. ~~The 2014 Oregon State of Oregon 2011 Edition~~ Plumbing Specialty Code based on the 2009 Edition of the Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials.

F. 1994 Edition of the Uniform Abatement of Dangerous Buildings as published by the International Conference of Building Officials.

G. The 2010 Edition Oregon Manufactured Dwelling ~~and~~ Installation Specialty Code.

H. The ~~2014 2010~~ Oregon Fire Code based on the ~~2012 2009~~ International Fire Code with Oregon amendments.

I. 2014 Oregon Energy Efficiency Specialty Code based on 2012 International Energy Conservation Code. (Ord. 1991 §1(part), 2014; Ord. 1953 §1, 2011; Ord. 1938 §1, 2010; Ord. 1904, 2007; Ord. 1857, 2005; Ord. 1853 §1, 2004; Ord. 1832 §1, 2003; Ord. 1807 §1, 2000; Ord. 1798 §1, 1998; Ord. 1781

§1(part), 1997; Ord. 1764 §1, 1997; Ord. 1749 §3, 1996; Ord. 1686 §1, 1993; Ord. 1683 §1, 1993; Ord. 1640 §1, 1990; Ord. 1630 §1, 1990; Ord. 1573 §1, 1986; Ord. 1520 §1, 1984; Ord. 1497 §1, 1983; Ord. 1482 §1, 1982; Ord. 1409 §1(part), 1980; Ord. 1167 §2, 1974).

15.04.020 City code administration.

A. The city shall provide for the administration of a department of building safety, which shall include plan checking, issuance of permits and inspection programs for structural, mechanical, plumbing and electrical work. This city program is applicable to public buildings, including state buildings as well as private buildings.

B. The city shall perform fire and life safety plans examinations in such cases where a partial exemption for such purposes has been granted to the city by the State Fire Marshal's office. (Ord. 1991 §1(part), 2014; Ord. 1853 §2, 2004; Ord. 1807 §2, 2000; Ord. 1781 §1(part), 1997; Ord. 1497 §2, 1983; Ord. 1409 §1(part), 1980; Ord. 1370 §1, 1980; Ord. 1167 §3, 1974).

15.04.030 Local interpretation.

In addition to the provisions of Section 104.11 of the Structural Specialty Code and similar provisions of other specialty codes, the building official may approve a material or a method of construction not specifically prescribed by the ordinance codified herein, provided he finds that the proposed design is satisfactory and that the material, method or work offered is for the purpose intended at least the equivalent of that specifically prescribed by the ordinance codified herein, in quality, effectiveness, fire resistance, durability, safety and energy conservation, and that the Director of the Building Codes Division has not issued a report disapproving the material or method for the purpose. (Ord. 1991 §1(part), 2014; Ord. 1853 §3, 2004; Ord. 1781 §1(part), 1997; Ord. 1409 §1(part), 1980; Ord. 1167 §7, 1974).

15.04.040 Board of appeals.

A person aggrieved by a decision made by a building official under authority established pursuant to ORS [455.148](#), [455.150](#) or [455.467](#) may appeal the decision following the rules as outlined in ORS [455.475](#). (Ord. 1991 §1(part), 2014; Ord. 1853 §4, 2004; Ord. 1807 §3, 2000; Ord. 1781 §1(part), 1997; Ord. 1520 §2, 1984; Ord. 1409 §1(part), 1980; Ord. 1167 §8, 1974).

15.04.050 Certificate of occupancy.

No building or structure including residential shall be used or occupied and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until all public works improvements are complete and approved by the public works director, or his designee and the building official has issued a certificate of occupancy. (Ord. 1991 §1(part), 2014; Ord. 1781 §1(part), 1997).

15.04.060 Change of occupancy.

No change shall be made in the character of occupancies or use of any building which would place the building in a different division of the same group of occupancy or in a different group of occupancies, unless such building is made to comply with the requirements of the adopted codes for such division or group of occupancy. No change of occupancy shall be granted by the building official unless a change of occupancy inspection is conducted. The change of occupancy fee shall be in accordance with the fee schedule established by this jurisdiction. The payment of this fee shall not exempt any person from compliance with all other provisions of the codes adopted herein nor from any penalty prescribed by law. (Ord. 1991 §1(part), 2014; Ord. 1781 §1(part), 1997).

15.04.070 Re-inspection fee.

A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. To obtain a re-inspection, the applicant shall file an application therefor in writing on a form furnished for that purpose and pay a re-inspection fee in accordance with the fee schedule established by this jurisdiction. (Ord. 1991 §1(part), 2014; Ord. 1807 §4, 2000; Ord. 1781 §1(part), 1997).

15.04.080 Violations and penalties.

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any of the provisions of the ordinance codified in this chapter. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be in accordance with the fee schedule established by this jurisdiction. The payment of this fee shall not exempt any person from compliance with all other provisions of the codes adopted herein nor from any penalty prescribed by law. (Ord. 1991 §1(part), 2014; Ord. 1781 §1(part), 1997; Ord. 1409 §1(part), 1980; Ord. 1167 §9, 1974).

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

Mayor Hank Williams

ATTEST:

City Recorder

Resolution

Avista Franchise Agreement



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

May 26th, 2016

AGENDA ITEM: Avista/Natural Gas Utility Franchise Agreement

Consideration of Resolution No. _____ Recommending adoption of a Natural Gas Franchise Agreement between the City of Central Point and The Avista Corporation d/b/a Avista Utilities.

STAFF SOURCE:

Chris Clayton, City Manager
Sydney Dreyer, City Attorney

BACKGROUND:

The existing Natural Gas Utility Franchise Agreement between the City of Central Point and the Avista Corporation expired on April 30th, 2016. The City and Avista have spent the past two months negotiating numerous franchise agreement revisions including the following:

1. Added section on franchise agreement definitions (section 1.0).
2. Multiple revisions to grant of franchise, agreement term, non-exclusive rights and payment of franchise fees (section 2.0).
3. Multiple revisions to the operations and maintenance of Avista's infrastructure within City of Central Point right-of-ways (section 3.0).
4. Multiple revisions to the City's rights & powers (section 4.0).
5. Clarification and amendments to requirements dictating Avista's obligation to relocate their facilities within the City (section 5.0).
6. Minor revisions to indemnification (section 6.0).
7. Updated dispute resolution language (section 7.0).
8. Multiple revisions to franchise agreement general provisions (section 8.0).

The proposed franchise agreement includes a term of 10-years beginning with council adoption.

FISCAL IMPACTS:

The previous Avista Utilities Franchise Agreement sets the City's compensation level at 5% of Avista's gross revenue collected within Central Point's incorporated limits. The proposed franchise agreement between the City of Central Point and Avista Utilities would not increase the percentage of gross revenues collected

In the current 2015-2017 City of Central Point biennial budget, projected revenue from the Avista Utilities franchise agreement is scheduled at \$350,000. With the exception of the Pacific Power franchise agreement, which funds street lighting costs via the Public Works Department Street Fund, franchise agreement generated revenue is dedicated to the City's General Fund.

FINDINGS:

1. Avista Utilities is a regulated public utility that provides natural gas related products to the citizens of Central Point.
2. Natural Gas distribution to Central Point citizens requires the installation, operation and maintenance of power poles and other related facilities to be located within Central Point public rights of way.
3. Avista has requested a nonexclusive franchise to construct, install, maintain, extend and operate a natural gas utility in the City as designated in this agreement (Attachment B).
4. The City desires to set forth the terms and conditions by which Avista may use the rights of way within the City.
5. The City of Central Point and Avista have agreed to terms as designated in the proposed agreement.

ATTACHMENTS:

Avista/Natural Gas Franchise Resolution.

Natural Gas Utility Franchise Agreement between the City of Central Point and Avista.

RECOMMENDATION:

Approve Resolution No. _____ Adopting a Natural Gas Utility Franchise Agreement between the City of Central Point and Avista.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CENTRAL POINT, OREGON GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS.

RECITALS:

1. The City of Central Point holds rights-of-way in trust for the public and has the responsibility and home-rule authority to manage and conserve the capacity of such rights-of-ways.
2. The City of Central Point is authorized by Chapter 221 of the Oregon Revised Statutes, the City of Central Point Charter and the Central Point Municipal Code to regulate, and receive compensation from, utilities occupying right-of-way within the City.
3. The existing ten-year natural gas utility franchise granted by the City to Avista expired on April 30th, 2016.
4. The City and Avista Utilities desire to extend the franchise for an additional ten years on the terms and conditions set forth in the attached franchise agreement.

Section 1. Franchise Agreement Adopted by City Council: The Franchise Agreement between the City of Central Point and Avista Utilities is hereby adopted by the City Council and approved for signature by the City Manager.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 20____.

Mayor Hank Williams

ATTEST:

City Recorder

CITY OF CENTRAL POINT, OREGON
Avista Corporation Franchise Agreement
Resolution No. _____

Avista Corporation dba Avista Utilities, a Washington Corporation, ("Avista"), which is authorized to do business within the state of Oregon has filed with the City of Central Point, State of Oregon (the "City") a written application for renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

NOW, THEREFORE, THE CITY OF CENTRAL POINT DOES HEREBY RESOLVE:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

City: means the City of Central Point, a municipal corporation of the State of Oregon, and its respective successors, assigns, agents and contractors.

Commission: means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

Days: means business days.

Effective Date: means 30 days from final passage of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

Facilities: means, collectively, any and all gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, pipelines, mains, laterals, conduits, services, regulators, valves, meters, meter-reading devices, fences, vehicular protection devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other

items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage and sale of Gas.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned easements, and highways as currently exist and/or as may hereafter be constructed, platted, dedicated, acquired or improved within the present limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise; and
- all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

Gas: means natural, manufactured, renewable and/or mixed gases.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned utility easement and/or right-of-way now or hereafter held or administered by the City within its corporate limits.

State: means the State of Oregon.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights-of-way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing Gas, as may be necessary to provide Gas service.

2.2 Effective Date

This Ordinance will be effective thirty (30) days after the date of approval and passage as required by law.

2.3 Term

2.3.1 The rights, privileges and Franchise granted to Avista will extend for an initial term of ten (10) years from the Effective Date, and shall automatically extend for successive one (1) year terms unless (a) a new agreement is entered into; (b) this Franchise is renewed for a 10-year term subject to 2.3.2 below; (c) the Franchise is terminated by agreement between the Parties; or (d) either party provides the other party not less than one hundred eighty (180) days prior written notice of its intent not to renew a successive term.

2.3.2 In the event a party desire to renew the Franchise as provided in 2.3.1(b) above, such party shall notify the other Party in writing a request to renew for a ten (10) year period prior to the end of the initial term. If both Parties mutually agree to such a renewal, the renewal date shall commence the day immediately following the expiration date of the initial term, and all terms and conditions of the Franchise shall remain the same, except the effective date of such term.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Notice of City's Intent to Compete with Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees that in the event the City intends to engage in the business of providing Gas service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the City will provide Avista with six (6) months' notice of such action.

2.6 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Avista shall, at least 30 days prior to such assignment, notify City in writing as to the proposed assignment and the name, address and contact information of said assignee. Upon effectuation of such assignment, the assignee shall be bound to all terms and conditions of this Agreement and shall provide to City, within 30-days of such assignment, its written acceptance of the terms and conditions herein. As permitted by federal and state law and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.7 Payment of Franchise Fees

2.7.1 In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay City five percent (5%) of Avista's gross revenues derived from service to customers located within City (the "Franchise Fee"). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates. Except as otherwise provided in OAR 860-022-0040, "gross revenue(s)" means revenues received from utility operations within City, less related net uncollectables. Gross revenues of an energy utility shall include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another utility purchasing the service is not the ultimate customer, or revenue from joint pole use.

2.7.2 Contemporaneously with each quarterly payment, Avista will file with City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 2.7 will not constitute a waiver by City of any Avista breach of this Franchise.

2.7.3 Inspection of Books and Records

On an annual basis, no more frequently than every twelve (12) months, upon thirty (30) days prior written notice, the Grantor shall have the right to audit the books and records of Grantee to determine whether the Grantee has paid the franchise fees owed in accordance with generally accepted accounting principles. The audit shall not last longer than six (6) months. Grantee and Grantor agree to reasonably cooperate to complete the audit within the six (6) month period. Any undisputed additional amounts due to the Grantor as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee by the Grantor, which notice shall include a copy of the audit findings. Reimbursements for underpayments as a result of audit findings are subject to late payment interest as set forth herein. In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, the Grantee, upon request from the Grantor, shall pay an interest charge, computed from such due date, at the annual rate equal to the commercial prime interest rate, plus one percent (1%) during the period such unpaid amount is owed. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

2.7.4 Equality of Franchise Fees and Costs

In the event that the City increases charges as prescribed by law upon Avista for any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisee(s) doing the same business as or competing with Avista. In the event that City does not impose equivalent charges upon other franchisee(s) doing the same business as or competing with Avista, the City will charge Avista the fee imposed upon Avista prior to the increase until all franchisee(s) doing the same business as or competing with Avista are charged the same.

2.7.5 Late Payments to Grantor

Except as provided for payments due under Section 2.7.3 herein, City may assess any late franchise fees due under this Franchise at an annual interest rate of prime plus one percent (1%).

2.7.6 Tax Liability

Payment of Franchise Fees to City shall not be a credit against any license, occupation, business, privilege, or excise taxes of general applicability which City may now or hereafter legally impose upon Avista. Nothing contained in this Franchise shall give Avista any credit against utility fees or systems development charges imposed by City or any ad valorem property tax now or hereafter levied against real or personal property within City limits, or against any local improvement assessment, unless it can be considered Franchise Fees as defined by applicable law.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or as may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy of general applicability such as right-of-way construction standards, public works standards, right-of-way permit fees, street cutting fees, and/or development permit fees, Avista shall be provided a written draft document for comment with a response period of not less than thirty days. Notwithstanding the foregoing, failure to provide such notice shall not invalidate such new rules, proce-

dures, or policies of general applicability, nor exempt Avista from compliance with such new rules, procedures or policies. In the event new rules, procedures or policies would modify the franchise fee payable by Avista, or modify the grant of franchise under Section 2.0 herein, the provisions of this Franchise shall prevail. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management –Removal of Trees/Vegetation Encroachment

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit, without recourse or payment of compensation at its sole expense, the growth of vegetation which encroaches upon its Facilities and/or Gas transmission and distribution corridors within the Franchise Area.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and subject to the conditions described herein, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming

from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications. Prior to performing such work, Avista shall obtain all legally required permits, including the opening or disturbance of any Right-of-way-within the Franchise Area. City shall cooperate with Avista in granting any permits required, providing such grant and subsequent construction by Avista shall not unduly interfere with the use of such Rights-of-way. Avista shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Gas Franchise in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by City as to other public utility companies and other entities operating in the City. The payment of any generally applicable and non-discriminatory right-of-way permit fees, street cutting fees, or development permit fees is required in addition to payment of the Franchise Fee herein.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of the State.

4.2 Necessary Construction/Maintenance by City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities; provided that Avista shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources in which case the City will make reasonable efforts to contact Avista prior to doing the necessary work; and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista, up to the amount of liability under the Oregon Tort Claims Act.

4.3 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The City shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws and shall include all prior installations authorized by permits or other action not previously covered by this Franchise.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of constructing, reconstructing, operating, maintaining, repairing and upgrading Avista's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than ninety (90) calendar days if necessary to allow Avista sufficient time to arrange for

relocation. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City.

In the event a relocation forces Avista off City's existing Public Right(s) of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities and removing any obstructions, including, without limitation, trees, vegetation, or other objects that may interfere with the installation, operation, repair, upgrade or maintenance of Avista's Facilities on the affected Property.

If the City requires the subsequent relocation of any of Avista's Facilities within two (2) years from the date of relocation of such Facilities or installation of new Facilities that is a result of the same Right-of-way project, the City shall bear the entire cost of such subsequent relocation.

Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were abandoned to another franchisee. Such relocation of these types of facilities shall be accordance with Section 5.2 below.

This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

5.3 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any

expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents. Liability of City is limited to the extent of the City's liability under the Oregon Tort Claims Act.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's

Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event the Parties are delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond said Party's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then said Party's performance shall be excused during the period of the Force Majeure occurrence. Each affected Party will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence, said Party will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obliga-

tions which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall be in writing and shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise

Avista shall, within thirty (30) days after passage of this Ordinance, file with the City Recorder, its acceptance of the terms and conditions of this Franchise.

8.9 Abandonment or Suspension of Franchise Rights and Obligations

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.10 Franchise Effective Date

The Effective Date of this Franchise shall be _____, 20____, after passage, approval and final passage of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

8.11 Venue

This Franchise Agreement has been made entirely within the state of Oregon. If any suit or action is filed by any party to enforce this Franchise Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the federal or state courts in Jackson County, Oregon.

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

Mayor Hank Williams

ATTEST:

City Recorder

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL
CITY OF CENTRAL POINT, COUNTY OF JACKSON, OREGON

IN RE: City of Central Point, Ordinance No. _____

**“Granting a Franchise to Avista Corporation for the Construction, Operation and
Maintenance of Natural Gas Facilities Within the City.”**

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Central Point. This acceptance is executed on _____, 20____.

Avista Corporation dba Avista Utilities

By: _____
Dennis Vermillion
President, Avista Utilities

Copy Received for the City of Central Point

On: _____

By: _____

City Representative - Name

Gas Franchise Ordinance Summary

NOTICE: CITY OF CENTRAL POINT PROPOSED FRANCHISE ORDINANCE NO. _____ SUMMARY

Ordinance No. _____ will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the City's public right of way [the Franchise Area] for the purposes of the transmission, control and distribution of natural gas within the City for a term of 10 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the City's request. Avista may remedy encroachment of vegetation in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance _____ is anticipated to be held before the Central Point City Council on _____, 20____ at _____ [am / pm] in the City Council Chambers).

Resolution

LID Resolutions (6)



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

April 12th, 2014

AGENDA ITEM:

Consideration of six (6) Resolutions declaring Local Improvement District (LID) assessments due and payable and directing collection pursuant to ORS 223.270, establishing the procedure for collection on default.

STAFF SOURCE:

Chris Clayton, City Manager
Sydnee Dreyer, City Attorney

BACKGROUND:

In the early 2000's, the City was asked by two local groups to form LIDs to solve infrastructure issues associated with their specific areas. The first was for the Meadows Community in 2005 which had an older private water system that was failing and required excessive maintenance. The second was Snowy Butte Station which was created in 2006 to improve Joseph to Beall Lane. More detail on both LIDs was provided in a memo from the Public Works Department dated March 31, 2016, attached hereto, and incorporated herein by reference.

Though most properties within the respective LIDs have paid their assessments in full, five (5) properties within the Snowy Butte Station LID and one (1) property within the Meadows LID have been in arrears for more than one (1) year. Each of the defaulting properties was specifically described in the Public Works Memo attached hereto.

On April 14, 2016, Council directed staff to bring back resolutions for each of the defaulting properties declaring the principal, interest and penalties due and payable at once and declaring staff to move forward with collections. Council further directed that staff provide the respective property owners six (6)-months before pursuing such collections.

FISCAL IMPACTS:

The LIDs are reaching the end of their respective terms and the underlying debt for each LID must be paid in full by July 1, 2017. The City has been making the payments for the last several years. If the City is able to collect some, or all of the defaulted amounts, it will offset those payments the City has made on the debt.

ATTACHMENTS:

Public Works Memo dated March 31, 2016.
Resolutions

RECOMMENDATION:

A separate motion for each Resolution should be made as follows:

1. I move to approve Resolution No. ____ A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default for 555 Freeman # 86
2. I move to approve Resolution No. _____, A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure Or Collection On Default 884 Holley Way
3. I move to Approve Resolution No. _____, A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default 895 Holley Way
4. I move to Approve Resolution No. _____, A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default 3303 Snowy Butte Lane
5. I move to approve Resolution No. ____ A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default 3336 Snowy Butte Lane
6. I move to Approve Resolution No. _____, A Resolution Of The City Of Central Point, Oregon Declaring An Assessment Due And Payable And Directing Collection Pursuant To ORS Section 223.270, Procedure For Collection On Default 3268 Snowy Butte Lane

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CENTRAL POINT, OREGON
DECLARING AN ASSESSMENT DUE AND PAYABLE AND DIRECTING
COLLECTION PURSUANT TO ORS SECTION 223.270,
PROCEDURE FOR COLLECTION ON DEFAULT
555 Freeman # 86**

RECITALS:

- A. On February 23, 2006 the City Council adopted Resolution Number 1093 which established the Meadows LID and imposed assessments on 300 properties within the Meadows Subdivision.
- B. Many of the property owners agreed to pay their assessments through installment agreements paid over forty (40) quarterly installments beginning July 1, 2006.
- C. The terms of the installment payments were the same for all properties within the Meadows LID.
- D. A number of the assessments against properties within the Meadows LID were paid in full throughout this term. The property known as Map No. 372W11A, Tax Lot 5400, commonly referred to as 555 Freeman Road, #86, currently owned by Theodore F. Fletscher was assessed Three Thousand, Six Hundred Thirty-Four Dollars, and seventy-eight cents (\$3,634.78). The quarterly assessment is One Hundred Twenty-Four and twenty-nine cents (\$124.29). The property owner made payments up until 2011 at which time such payments were discontinued.
- E. The outstanding principal, interest and penalties as of April 26, 2016 are as follows:
Outstanding Principal: \$ 1,742.18
Outstanding Interest: \$ 236.96
Outstanding Penalty: \$ 402.90
Total Due 4/26/16: \$ 2,382.04
- F. The city has sent invoices on a regular basis.
- G. On April 14, 2016, the City Council directed that a Resolution be brought back to the City Council declaring the principal, interest and penalties due and payable under the procedures set forth by law.

- H. ORS Section 223.270 outlines the procedure for collection on default under the Bancroft Bonding Act.
- I. Pursuant to ORS 223.270(1) if the owner neglects or refuses to pay installments as they become due and payable for a period of one (1) year, then the governing body may pass a Resolution declaring the whole sum, both principal and interest, due and payable at once.

The City of Central Point resolves as follows:

Section 1. The City Council hereby imposes provisions of ORS Section 223.270 and declares the whole sum, both principal and interest, due and payable at once for Assessment Number 201.

Section 2. The City further directs collection in the same manner in which street and sewer assessments are collected pursuant to the terms of the City Charter.

Section 3. The City Council directs that the property owner shall be notified that the principal, interest and penalties interest are due and payable at once and shall further provide said owner six (6) months from the date of this Resolution to pay in full. In the event that said amounts are not paid in full, the City Council directs staff to proceed with collections without further notice to the property owner.

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

Mayor Hank Williams

ATTEST:

City Recorder

Pg. 2 Resolution No. _____ (____/____/____)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CENTRAL POINT, OREGON
DECLARING AN ASSESSMENT DUE AND PAYABLE AND DIRECTING
COLLECTION PURSUANT TO ORS SECTION 223.270,
PROCEDURE FOR COLLECTION ON DEFAULT
884 Holley Way**

RECITALS:

- A. On February 27, 2007 the City Council adopted Resolution Number 1129 which established the Snowy Butte Lane LID and imposed assessments on 53 properties.
- B. Many of the property owners agreed to pay their assessments through installment agreements paid over forty (40) quarterly installments beginning July 1, 2007.
- C. The terms of the installment payments were the same for all properties within the Snowy Butte Lane LID.
- D. A number of the assessments against properties within the Snowy Butte LID were paid in full throughout this term. The property known as Map No. 372W10DB, Tax Lot 9400, commonly referred to as 884 Holley Way, Central Point, currently owned by Donald Olson and Annette Olson, Trustees of the Olson Living Trust was assessed Eight Thousand Eight Hundred Seventy Dollars and forty-one cents (\$8,870.41). The quarterly installment payment is Three Hundred Three Dollars and thirty-two cents (\$303.32). The property owner not made any quarterly installment payments since the initial assessment was due.
- E. The outstanding principal, interest and penalties as of April 26, 2016 are as follows:
Outstanding Principal: \$ 8,870.41
Outstanding Interest: \$ 3,594.59
Outstanding Penalty: \$ 2,532.11
Total Due 4/26/16: \$14,997.11
- F. The city has sent invoices on a regular basis.
- G. On April 14, 2016 the City Council directed that a Resolution be brought back to the City Council declaring the principal, interest and penalties due and payable under the procedures set forth by law.

- H. ORS Section 223.270 outlines the procedure for collection on default under the Bancroft Bonding Act.
- I. Pursuant to ORS 223.270(1) if the owner neglects or refuses to pay installments as they become due and payable for a period of one (1) year, then the governing body may pass a Resolution declaring the whole sum, both principal and interest, due and payable at once.

The City of Central Point resolves as follows:

Section 1. The City Council hereby imposes provisions of ORS Section 223.270 and declares the whole sum, both principal and interest, due and payable at once for Assessment Number 291.

Section 2. The City further directs collection in the same manner in which street and sewer assessments are collected pursuant to the terms of the City Charter.

Section 3. The City Council directs that the property owner shall be notified that the principal, interest and penalties interest are due and payable at once and shall further provide said owner six (6) months from the date of this Resolution to pay in full. In the event that said amounts are not paid in full, the City Council directs staff to proceed with collections without further notice to the property owner.

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

Mayor Hank Williams

ATTEST:

City Recorder

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CENTRAL POINT, OREGON
DECLARING AN ASSESSMENT DUE AND PAYABLE AND DIRECTING
COLLECTION PURSUANT TO ORS SECTION 223.270,
PROCEDURE FOR COLLECTION ON DEFAULT
895 Holley Way**

RECITALS:

- A. On February 27, 2007 the City Council adopted Resolution Number 1129 which established the Snowy Butte Lane LID and imposed assessments on 53 properties.
- B. Many of the property owners agreed to pay their assessments through installment agreements paid over forty (40) quarterly installments beginning July 1, 2007.
- C. The terms of the installment payments were the same for all properties within the Snowy Butte Lane LID.
- D. A number of the assessments against properties within the Snowy Butte LID were paid in full throughout this term. The property known as Map No. 372W10DB, Tax Lot 9417, commonly referred to as 895 Holley Way, Central Point, currently owned by Donald Olson and Annette Olson, Trustees of the Olson Living Trust was assessed Eight Thousand Eight Hundred Seventy Dollars and forty-one cents (\$8,870.41). The quarterly installment payment is Three Hundred Three Dollars and thirty-two cents (\$303.32). The property owner not made any quarterly installment payments since the initial assessment was due.
- E. The outstanding principal, interest and penalties as of April 26, 2016 are as follows:
Outstanding Principal: \$ 8,870.41
Outstanding Interest: \$ 3,594.59
Outstanding Penalty: \$ 2,532.11
Total Due 4/26/16: \$14,997.11
- F. The city has sent invoices on a regular basis.
- G. On April 14, 2016, the City Council directed that a Resolution be brought back to the City Council declaring the principal, interest and penalties due and payable under the procedures set forth by law.

- H. ORS Section 223.270 outlines the procedure for collection on default under the Bancroft Bonding Act.
- I. Pursuant to ORS 223.270(1) if the owner neglects or refuses to pay installments as they become due and payable for a period of one (1) year, then the governing body may pass a Resolution declaring the whole sum, both principal and interest, due and payable at once.

The City of Central Point resolves as follows:

Section 1. The City Council hereby imposes provisions of ORS Section 223.270 and declares the whole sum, both principal and interest, due and payable at once for Assessment Number 314.

Section 2. The City further directs collection in the same manner in which street and sewer assessments are collected pursuant to the terms of the City Charter.

Section 3. The City Council directs that the property owner shall be notified that the principal, interest and penalties interest are due and payable at once and shall further provide said owner six (6) months from the date of this Resolution to pay in full. In the event that said amounts are not paid in full, the City Council directs staff to proceed with collections without further notice to the property owner.

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

Mayor Hank Williams

ATTEST:

City Recorder

Pg. 2 Resolution No. _____ (___/___/___)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CENTRAL POINT, OREGON
DECLARING AN ASSESSMENT DUE AND PAYABLE AND DIRECTING
COLLECTION PURSUANT TO ORS SECTION 223.270,
PROCEDURE FOR COLLECTION ON DEFAULT
3303 Snowy Butte Lane**

RECITALS:

- A. On February 27, 2007 the City Council adopted Resolution Number 1129 which established the Snowy Butte Lane LID and imposed assessments on 53 properties.
- B. Many of the property owners agreed to pay their assessments through installment agreements paid over forty (40) quarterly installments beginning July 1, 2007.
- C. The terms of the installment payments were the same for all properties within the Snowy Butte Lane LID.
- D. A number of the assessments against properties within the Snowy Butte LID were paid in full throughout this term. The property known as Map No. 372W10DB, Tax Lot 9200, commonly referred to as 3303 Snowy Butte Lane, currently owned by Jennifer Belovitch was assessed eight thousand, Eight Hundred Seventy Dollars and forty-one cents, (\$8,870.40). The quarterly installment payment is Three Hundred Three Dollars and thirty-two cents (\$303.32). The property owner made initial payments, but such payments were discontinued in 2009.
- E. The outstanding principal, interest and penalties as of April 26, 2016 are as follows:
Outstanding Principal: \$ 8,709.26
Outstanding Interest: \$ 2,312.48
Outstanding Penalty: \$ 1,996.85
Total Due 4/26/16: \$13,018.59
- F. The city has sent invoices on a regular basis.
- G. On April 14, 2016, the City Council directed that a Resolution be brought back to the City Council declaring the principal, interest and penalties due and payable under the procedures set forth by law.

- H. ORS Section 223.270 outlines the procedure for collection on default under the Bancroft Bonding Act.
- I. Pursuant to ORS 223.270(1) if the owner neglects or refuses to pay installments as they become due and payable for a period of one (1) year, then the governing body may pass a Resolution declaring the whole sum, both principal and interest, due and payable at once.

The City of Central Point resolves as follows:

Section 1. The City Council hereby imposes provisions of ORS Section 223.270 and declares the whole sum, both principal and interest, due and payable at once for Assessment Number 328.

Section 2. The City further directs collection in the same manner in which street and sewer assessments are collected pursuant to the terms of the City Charter.

Section 3. The City Council directs that the property owner shall be notified that the principal, interest and penalties interest are due and payable at once and shall further provide said owner six (6) months from the date of this Resolution to pay in full. In the event that said amounts are not paid in full, the City Council directs staff to proceed with collections without further notice to the property owner.

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

Mayor Hank Williams

ATTEST:

City Recorder

Pg. 2 Resolution No. _____ (____/____/____)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CENTRAL POINT, OREGON
DECLARING AN ASSESSMENT DUE AND PAYABLE AND DIRECTING
COLLECTION PURSUANT TO ORS SECTION 223.270,
PROCEDURE FOR COLLECTION ON DEFAULT
3336 Snowy Butte Lane**

RECITALS:

- A. On February 27, 2007 the City Council adopted Resolution Number 1129 which established the Snowy Butte Lane LID and imposed assessments on 53 properties. .
- B. Many of the property owners agreed to pay their assessments through installment agreements paid over forty (40) quarterly installments beginning July 1, 2007.
- C. The terms of the installment payments were the same for all properties within the Snowy Butte Lane LID.
- D. A number of the assessments against properties within the Snowy Butte LID were paid in full throughout this term. The property known as Map No. 372W10DA, Tax Lot 6400, commonly referred to as 3336 Snowy Butte Lane, previously owned by Peggy Freitas was assessed Six Thousand, Seven Hundred Seventy-Nine Dollars and thirty-six cents (\$6,779.36). The quarterly installment payment is Three Hundred Three Dollars and thirty-two cents (\$303.32). The property owner made installment payments from 2006 through 2011, at which time such payments were discontinued. This property was recently foreclosed upon and the new owners is listed as: Wells Fargo Bank, N.A. as Trustee for WAMU Mortgage Pass Through Certificates Series 2006-PR3 Trust.
- E. The outstanding principal, interest and penalties as of April 26, 2016 are as follows:
Outstanding Principal: \$ 3,744.33
Outstanding Interest: \$ 452.80
Outstanding Penalty: \$ 936.76
Total Due 4/26/16: \$ 5,133.89
- F. The city has sent invoices on a regular basis.

- G. On April 14, 2016, the City Council directed that a Resolution be brought back to the City Council declaring the principal, interest and penalties due and payable under the procedures set forth by law.
- H. ORS Section 223.270 outlines the procedure for collection on default under the Bancroft Bonding Act.
- I. Pursuant to ORS 223.270(1) if the owner neglects or refuses to pay installments as they become due and payable for a period of one (1) year, then the governing body may pass a Resolution declaring the whole sum, both principal and interest, due and payable at once.

The City of Central Point resolves as follows:

Section 1. The City Council hereby imposes provisions of ORS Section 223.270 and declares the whole sum, both principal and interest, due and payable at once for Assessment Number 322.

Section 2. The City further directs collection in the same manner in which street and sewer assessments are collected pursuant to the terms of the City Charter.

Section 3. The City Council directs that the property owner and Wells Fargo Bank/JP Morgan Bank shall be notified that the principal, interest and penalties interest are due and payable at once and shall further provide said owner six (6) months from the date of this Resolution to pay in full. In the event that said amounts are not paid in full, the City Council directs staff to proceed with collections without further notice to the property owner.

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

Mayor Hank Williams

ATTEST:

City Recorder

Pg. 2 Resolution No. _____ (___/___/___)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CENTRAL POINT, OREGON
DECLARING AN ASSESSMENT DUE AND PAYABLE AND DIRECTING
COLLECTION PURSUANT TO ORS SECTION 223.270,
PROCEDURE FOR COLLECTION ON DEFAULT
3268 Snowy Butte Lane**

RECITALS:

- A. On February 27, 2007 the City Council adopted Resolution Number 1129 which established the Snowy Butte Lane LID and imposed assessments on 53 properties.
- B. Many of the property owners agreed to pay their assessments through installment agreements paid over forty (40) quarterly installments beginning July 1, 2007.
- C. The terms of the installment payments were the same for all properties within the Snowy Butte Lane LID.
- D. A number of the assessments against properties within the Snowy Butte LID were paid in full throughout this term. The property known as Map No. 372W10DD, Tax Lot 2700, commonly referred to as 3268 Snowy Butte Lane, currently owned by Tonya S. Miller was assessed forty-four thousand, three hundred fifty-two dollars and five cents, (\$44,352.05) because of the opportunity to develop five (5) parcels. The quarterly installment payment is one thousand, five hundred sixteen dollars and 61 cents (\$1,516.61). The property owner has been making quarterly payments in the range of \$200.00-\$400.00 per quarter which is below the required quarterly amount for more than one year.
- E. The outstanding principal, interest and penalties as of April 26, 2016 are as follows:
Outstanding Principal: \$44,352.05
Outstanding Interest: \$11,533.13
Outstanding Penalty: \$10,148.65
Total Due 4/26/16: \$66,033.83
- F. The city has sent invoices on a regular basis and has advised the property owner that the payments are not sufficient to meet the quarterly installments and/or to reduce the principal amount of the lien.

- G. On April 14, 2016, the City Council directed that a Resolution be brought back to the City Council declaring the principal, interest and penalties due and payable under the procedures set forth by law.
- H. ORS Section 223.270 outlines the procedure for collection on default under the Bancroft Bonding Act.
- I. Pursuant to ORS 223.270(1) if the owner neglects or refuses to pay installments as they become due and payable for a period of one (1) year, then the governing body may pass a Resolution declaring the whole sum, both principal and interest, due and payable at once.

The City of Central Point resolves as follows:

Section 1. The City Council hereby imposes provisions of ORS Section 223.270 and declares the whole sum, both principal and interest, due and payable at once for Assessment Number 335.

Section 2. The City further directs collection in the same manner in which street and sewer assessments are collected pursuant to the terms of the City Charter.

Section 3. The City Council directs that the property owner shall be notified that the principal, interest and penalties interest are due and payable at once and shall further provide said owner six (6) months from the date of this Resolution to pay in full. In the event that said amounts are not paid in full, the City Council directs staff to proceed with collections without further notice to the property owner.

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

Mayor Hank Williams

ATTEST:

City Recorder

Pg. 2 Resolution No. _____ (___/___/___)