

**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**  
Steven Weber,  
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  
August 11, 2016**

Next Res. 1471  
Next Ord. 2029

**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**

- Page 1 - 26      A. Fire District No. 3 Quarterly Presentation  
                    B. Rogue Disposal Performance Audit

**VI. CONSENT AGENDA**

- 28 - 36      A. Approval of July 28, 2016 Council Minutes  
37 - 39      B. OLCC Approval for Fast Break  
40          C. Approval to Cancel August 25, 2016 Council Meeting

**VII. ITEMS REMOVED FROM CONSENT AGENDA**

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

- 42 - 84      A. Ordinance No. \_\_\_\_\_, An Ordinance Adopting Multiple Code Amendments to the Central Point Municipal Code Sections 11.04, 11.16, 11.20, 13.04 and Adding a New Section 3.40 Liens and Collections (Weber)
- 86 - 112      B. Resolution No. \_\_\_\_\_, Approving a Conceptual Land Use and Transportation Plan for CP-3, An Urban Area of the City of Central Point, Oregon (Humphrey)

**IX. BUSINESS**

- 114- 118      A. Park Commission Appointment (Williams)
- B.      Planning Commission Report (Humphrey)
- 120 - 138      C.      Final Review of a Cooperative Improvement Agreement Between the City of Central Point and the Oregon Department of Transportation for Improvement of Interstate 5 Exit 33, Northbound Off-Ramp (Clayton)
- 139 - 157      D.      Discussion of a Memorandum of Understanding for the 2017 Country Crossings Music Festival (Samitore)

**X.      MAYOR’S REPORT**

**XI.      CITY MANAGER’S REPORT**

**XII.      COUNCIL REPORTS**

**XIII.      DEPARTMENT REPORTS**

**XIV.      EXECUTIVE SESSION**

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**XV.      ADJOURNMENT**

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

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

# **Special Presentation**

## **Rogue Disposal**



One West Main, Suite 401

Medford, OR 97501

541 779 4161

roguedisposal.com

August 3<sup>rd</sup>, 2016

Chris Clayton  
City Manager, City of Central Point  
140 South 3<sup>rd</sup> St.  
Central Point, OR 97502

Dear Chris:

Please accept this request from Rogue Disposal and Recycling to have the City Council of Central Point:

- Accept the 20<sup>th</sup> Anniversary Performance Audit (Maul, Foster & Alongi report)
- Accept the Rogue Disposal & Recycling Collection Periodic Rate Adjustment Report (Wilson Consulting report)
- Approve a 5 year extension of the Franchise Agreement (January 2022 to December 2027)
- Adopt the Revised Rate Schedule, to be effective January 1, 2017
- Approve a new rate for Commercial Commingled Recycling services

We appreciate the long-term partnership that our company has with the City, and look forward to providing services to the residents of Central Point for years to come.

Should you have any questions, please contact me at 541-210-1405.

Sincerely,

Garry L. Penning  
Director, Governmental Affairs and Marketing





# 5 Year Review



## City of Central Point

Presented August 11, 2016





# 5 Year Review The Process

- Acceptance of Performance Audit (Maul, Foster, Alongi)
- Acceptance of Periodic Rate Adjustment Report (Wilson Consulting)
  - Opportunity to adjust rates based on findings of rate report
- Approval of 5 year franchise extension (January 2022 to December 2027)



# Solid Waste System Goals

- Protect public and environmental health, welfare and safety through adherence to federal, state and local regulations and environmental goals.
- Provide consistent services and a regulated rate structure for citizens of Central Point, managed in an environmentally responsible manner.



# RDR Customer Breakdown-Central Point

- Residential Waste Customers: 5,899
- Commercial Waste Customers: 192
- Industrial Waste Customers: 18





# RDR Customer Breakdown-Central Point

- Residential Recycling Customers: 5,215
- Commercial Recycling Customers: 48
- Green Waste Subscribers: 3,008  
(51% of residential customers subscribe to green waste service.)







We are committed to . . .

## Environmental Stewardship

- Fleet Conversion to Compressed Natural Gas (CNG)
- New CNG fueling station





We are committed to . . .

## Community Partnerships

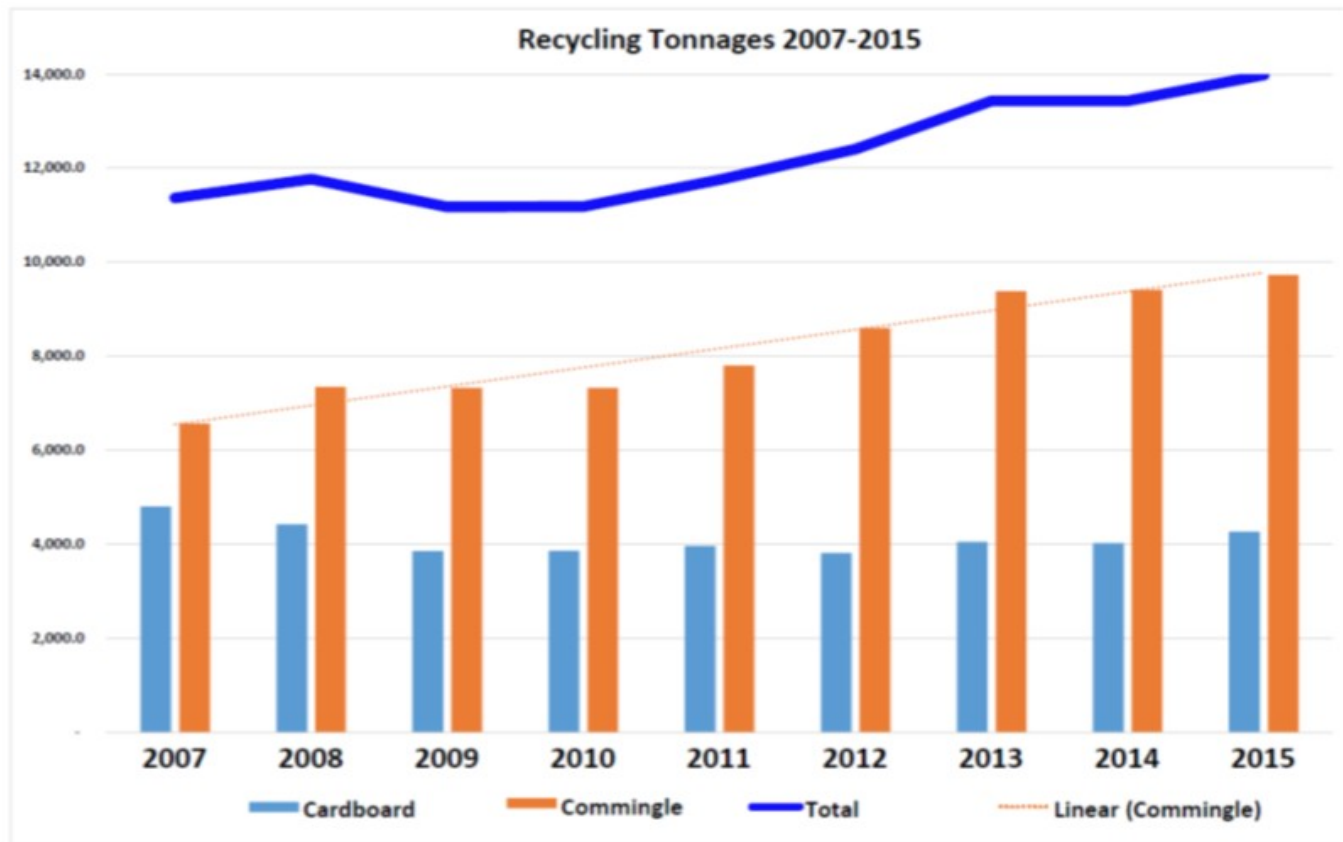
- Jackson County Recycling Partnership (JCRP)
  - A collaborative approach to meeting DEQ recycling mandates in the Rogue Valley
- Household Hazardous Waste (HHW) Program
  - Serving Rogue Valley residents for over 25 years





# Recycling Challenges

25% increase in recyclables collected over the previous 5 year review period

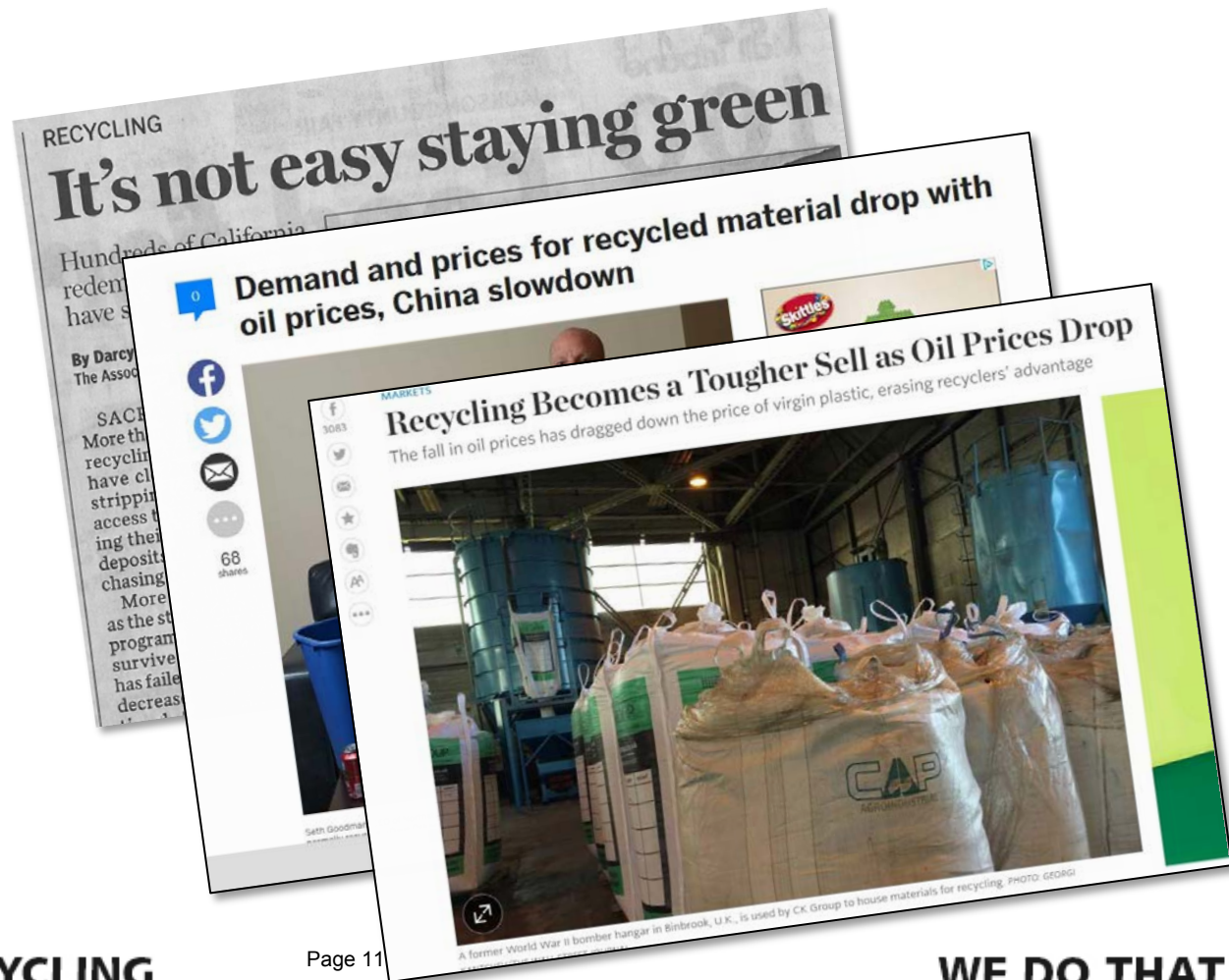






# Recycling Challenges

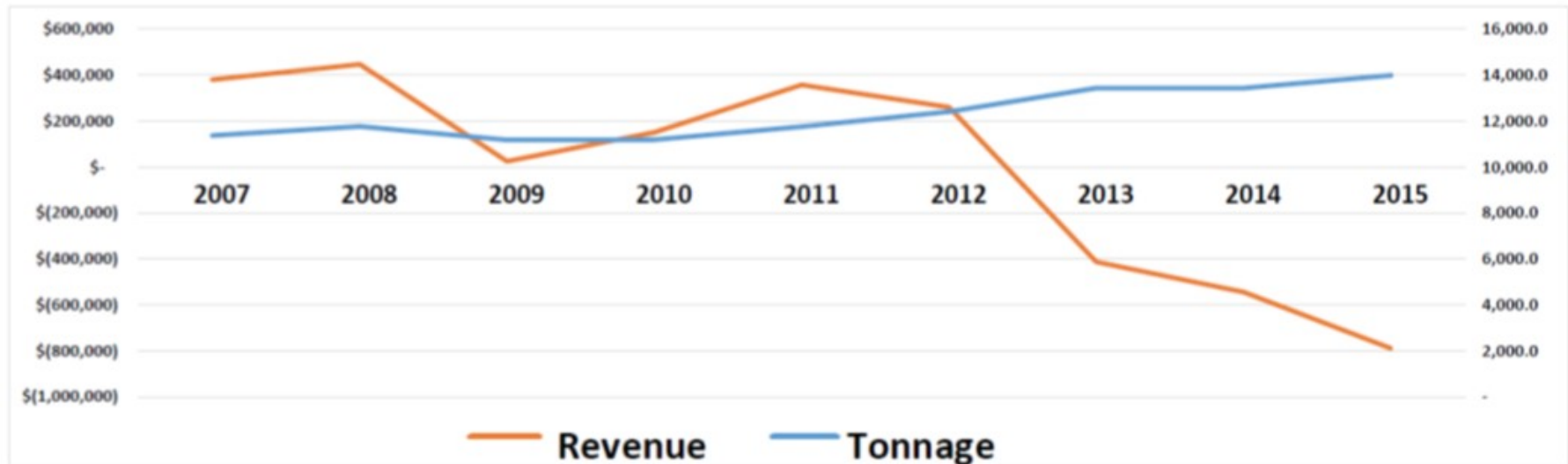
Demand for material in decline globally, prices plummet





# Recycling Challenges

Supply vs. demand crisis – the new normal?





# Recycling Challenges

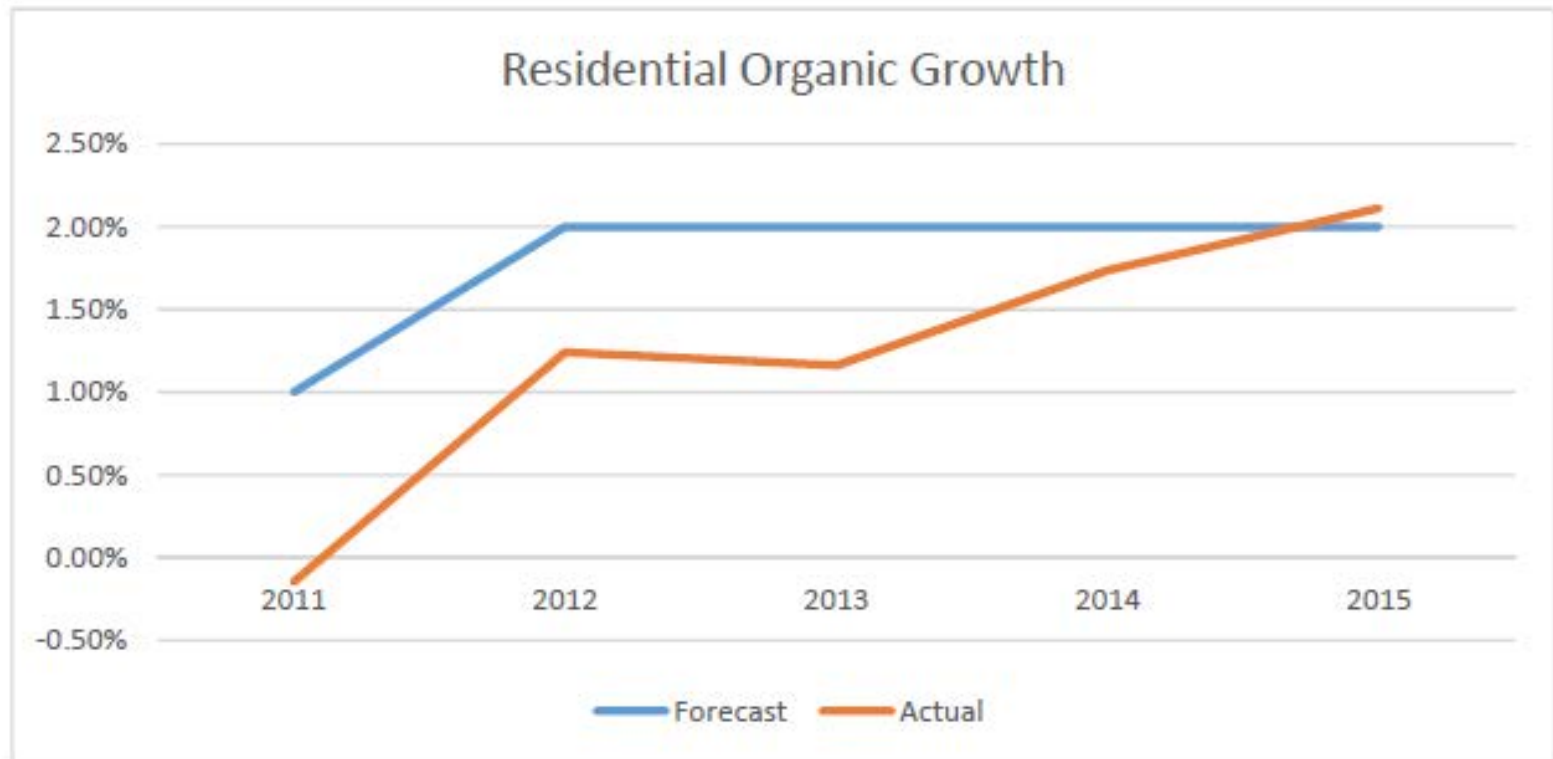
Potential (new) DEQ program requirements:

- Carpet, waste plastics and other recycling requirements
- Increased commercial and multi-family recycling
- Expanded education and outreach requirements
- Recycling contamination standards



# Economic Growth Challenges

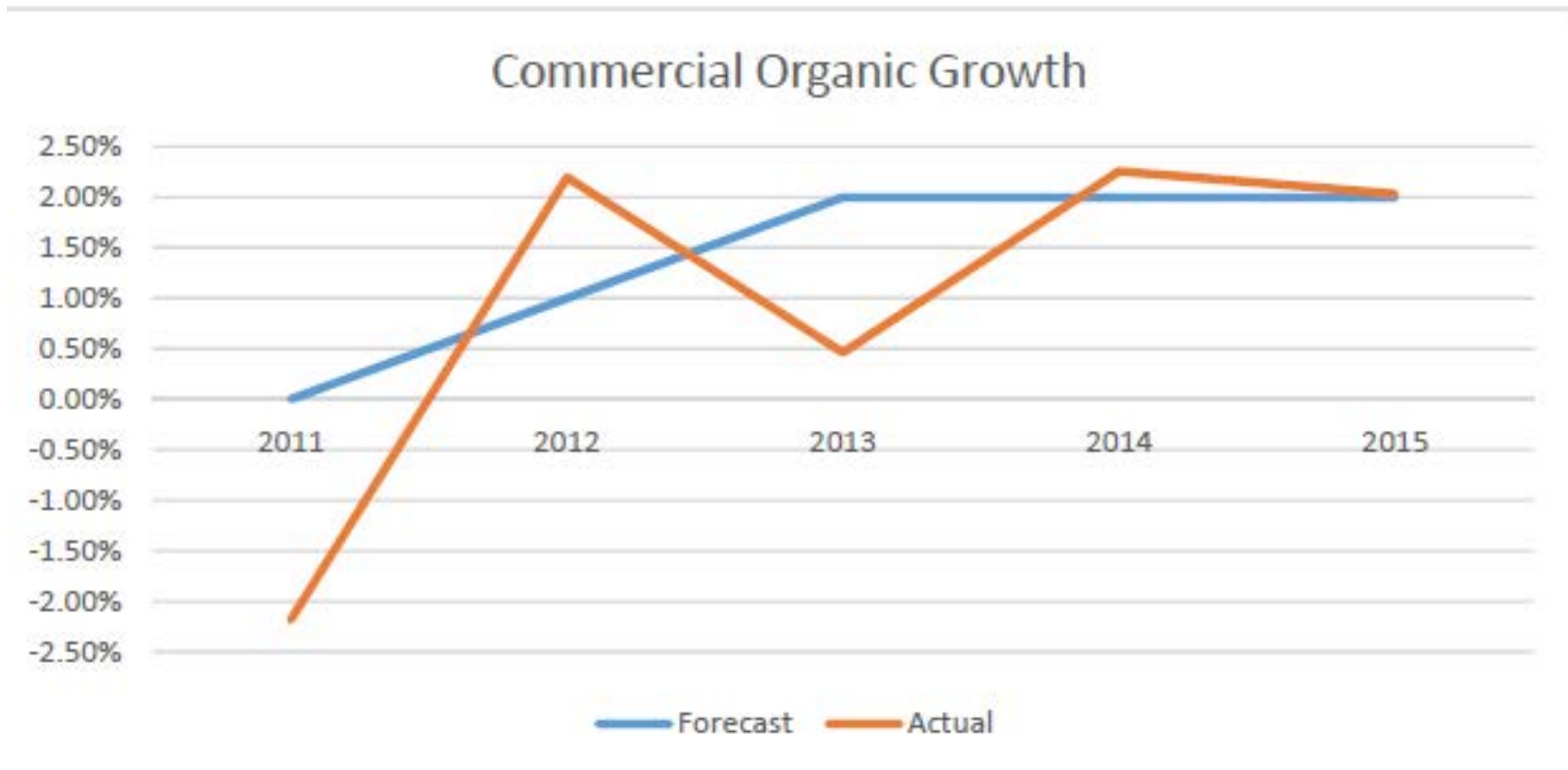
Projected growth vs. actual growth





# Economic Growth Challenges

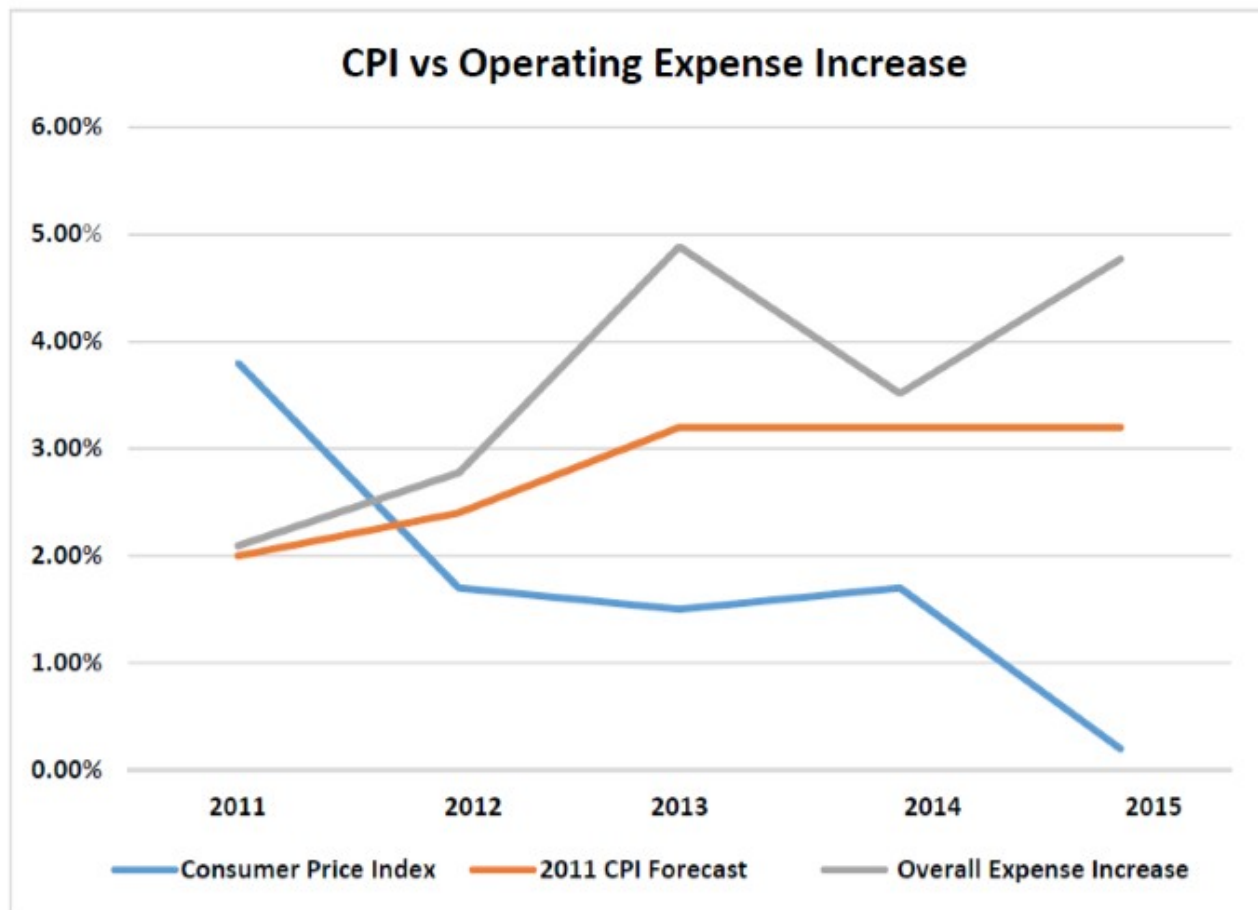
Projected growth vs. actual growth





# CPI Challenge

CPI has not tracked with cost drivers for our industry





# Past Decisions Have Helped

Rate anomalies addressed in 2015 - impacts

- Green Waste Rate
- Multiple Can Discount
- Mobile Home Park Rate

Total Impact    +3.7%





# Key Assumptions for 2016 - 2020

In light of the challenges of the last five years, we have made the following assumptions, in order to better prepare for economic and regulatory impacts in the future:

- Rationale for CPI projections (2016-2020)
- Rationale for Organic Growth projections
- Assumptions about recycling markets
- The need to establish commercial recycling rates





# Commercial Recycling Rate

Establish a rate for commercial commingle recycling service.

- Cost would be \$9.60 per month for a commercial customer using a 65 commingle cart
- Cost would be \$49.96 per month for a commercial customer using a 2 yard commingle container, serviced once a week
- This will impact a total of 48 commercial recycling customers in Central Point



# Revisions to Schedule of Approved Rates

What does this mean for our customers?

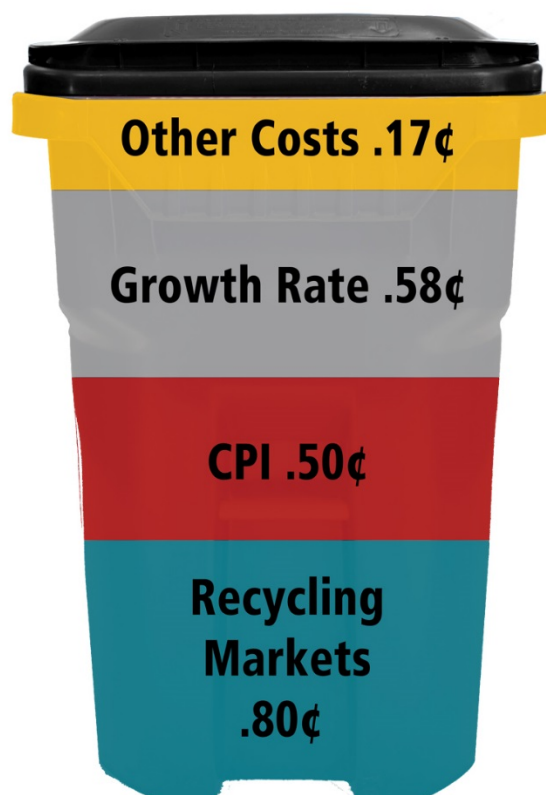
Examples:

- + \$2.05 per month for a residential customer using a 35 gallon trash cart (most commonly subscribed to service level)
- + \$17.94 per month for a commercial customer using a 2 yard container, serviced once per week
- + .78 cents per month for a residential customer using subscription green waste service



# Revisions to Schedule of Approved Rates

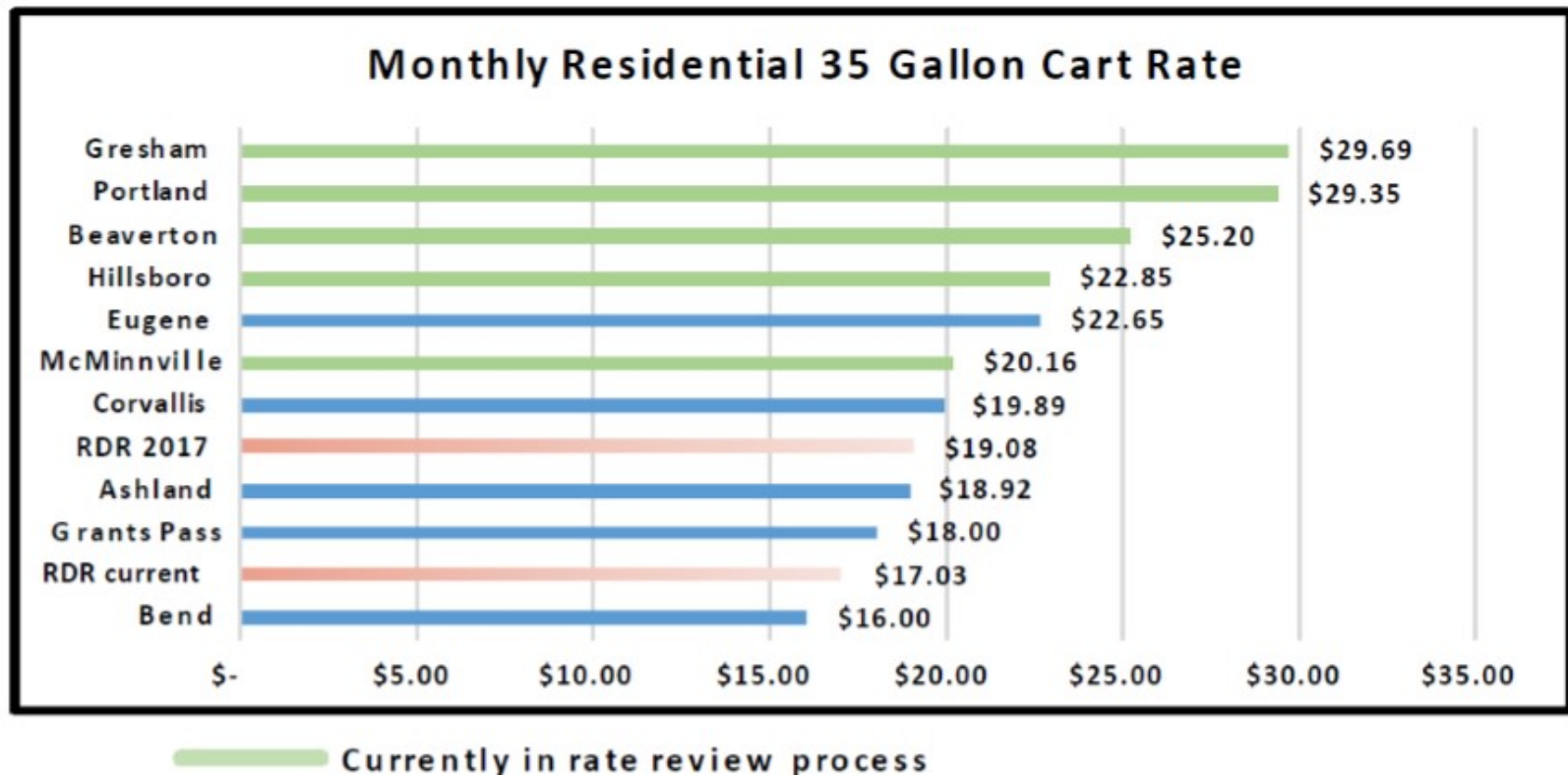
Impact on  
typical  
Residential  
Customer  
*\$2.05 per  
month*





# State-wide Rate Comparisons

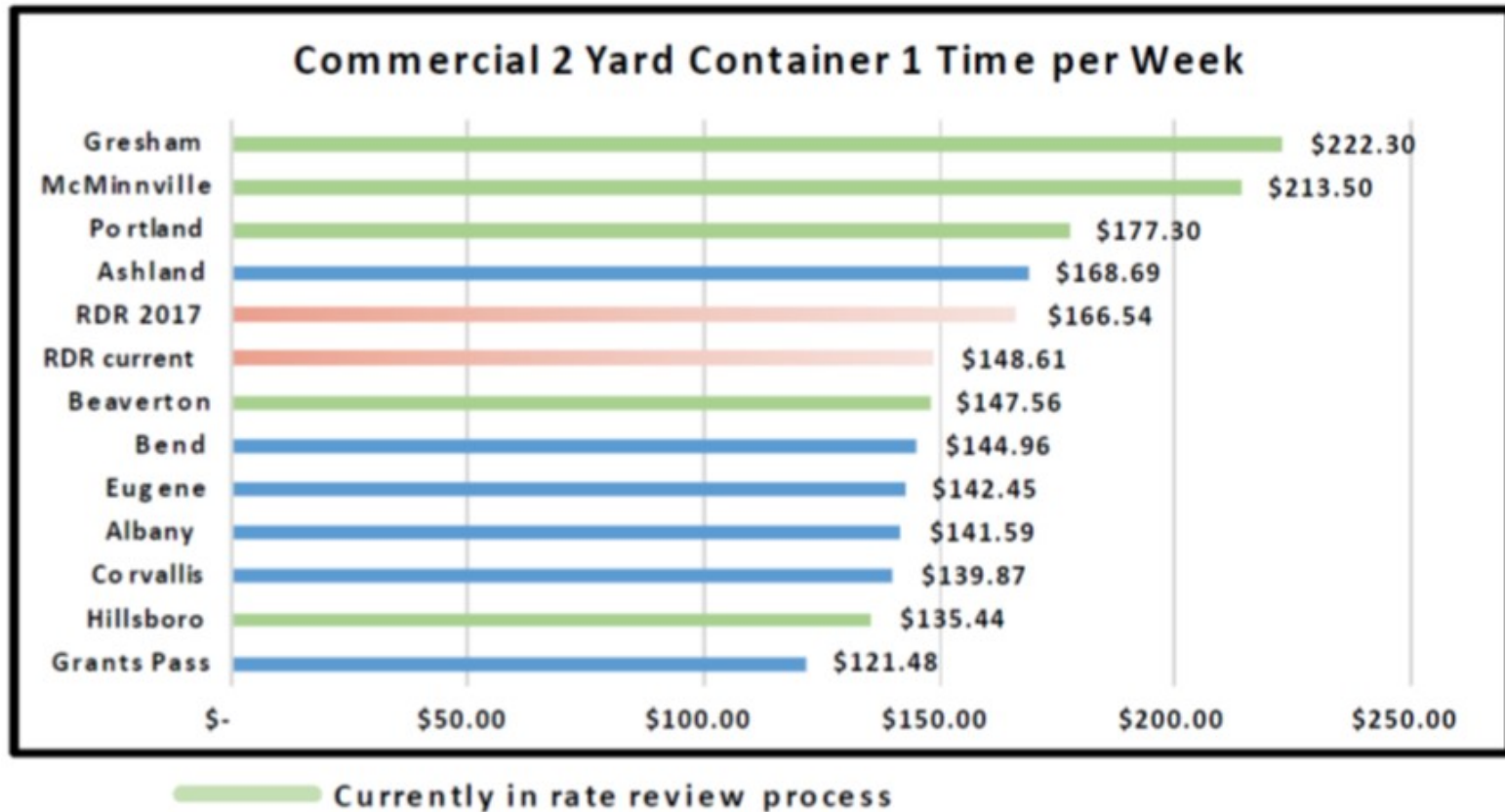
Residential 35 gallon trash cart with recycling





# State-wide Rate Comparisons

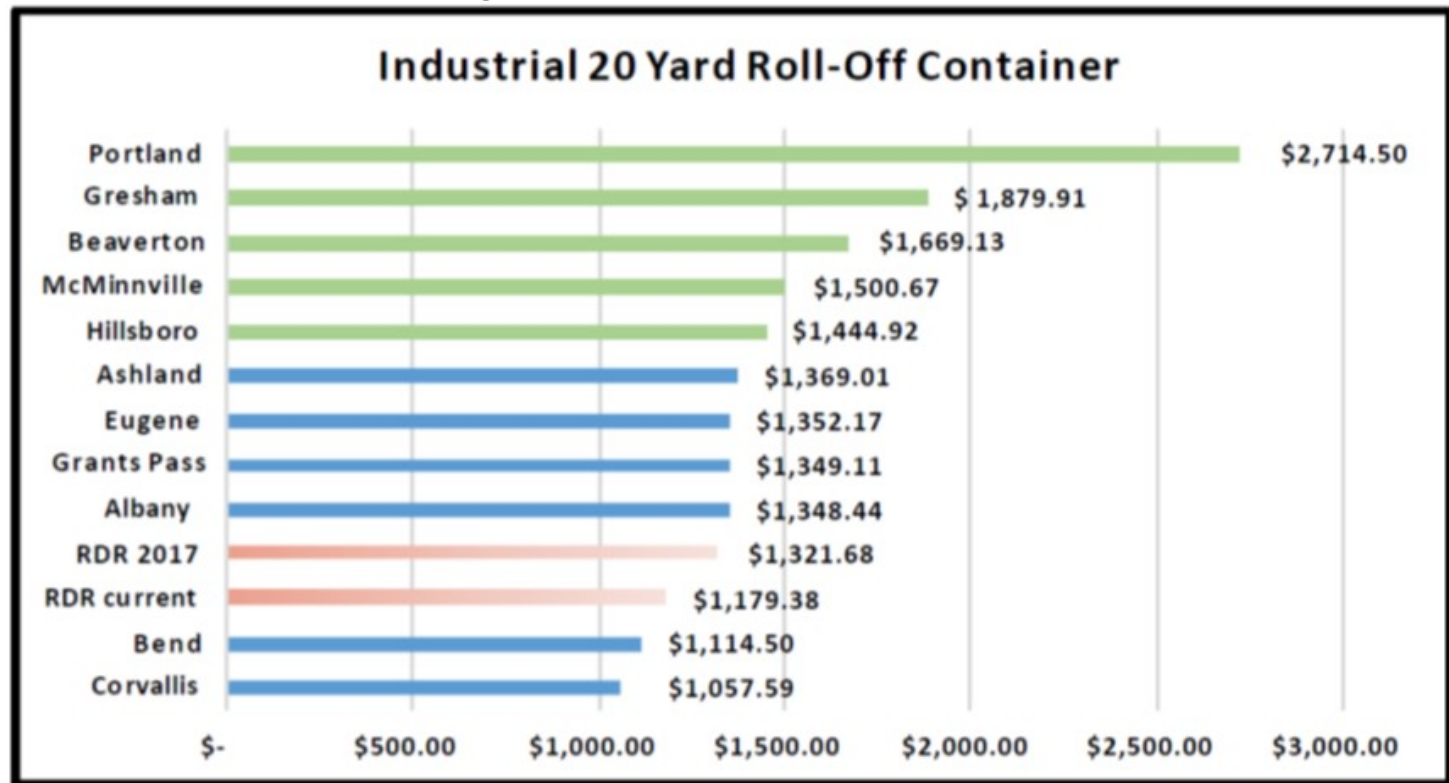
## Commercial 2 yard





# State-wide Rate Comparisons

## 20 yard roll off box





# Request for Council Action

- Acceptance of Performance Audit (Maul, Foster, Alongi)
- Acceptance of Periodic Rate Adjustment Report (Wilson Consulting)
- Approval of 5 year franchise extension
- Approval of new Rate Schedule to be effective January 1, 2017, including new rate for commercial recycling service



Thank you for the privilege  
of serving your community

Questions?





# Consent Agenda

**CITY OF CENTRAL POINT**  
**City Council Meeting Minutes**  
**July 28, 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: Bruce Dingler, Brandon Thueson, Taneea Browning, Rick Samuelson, and Mike Quilty were present. Allen Broderick was absent.

City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Finance Director Steven Weber; Parks and Public Works Director Matt Samitore; Information Technology Director Jason Richmond; and City Recorder Deanna Casey were also present.

**IV. PUBLIC APPEARANCES - None**

- V. SPECIAL PRESENTATION** – You have options provided by the Central Point Police Department

Police Chief Kris Allison introduced Detective Kerry Hull from the City of Ashland. Detective Hull lead the assault against sexual assault by creating the program You Have Options.

Detective Hull explained the vision for the program is for victims of sexual violence to view law enforcement as a viable route to justice. The goals are to increase reporting of sexual violence, increase identification and investigation of sexual offenders, and provide a law enforcement response to sexual violence that is beneficial to both victims and the criminal justice system. She is very excited that Central Point and other jurisdictions in the Rogue Valley will be implementing the program to help victims of Sexual Violence.

**VI. CONSENT AGENDA**

- A. Approval of June 23, 2016 City Council Minutes
- B. Approval of July 11, 2016 Council Special Meeting

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

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

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

**A. Ordinance No. 2028 An Ordinance Amending Central Point Municipal Code Chapter 17 Zoning Sections to Better Define Signs, Clarify Permitted Uses in the C-N District, and Eliminate Redundancy in Parking Requirements between Zoning and Building Codes**

Community Planner Molly Bradley explained to the Council this is the second reading of an ordinance to make amendments to Chapter 17 regarding Neighborhood Commercial permitted uses, Off-Street Parking Requirements/Accessible Parking and TOD site Design Standards for signs. There were no recommended changes during the first reading of the Ordinance.

**Mike Quilty moved to approve Ordinance No. 2028 An Ordinance Amending Central Point Municipal code Chapter 17 Zoning Sections to Better Define Signs, Clarify Permitted Uses in the C-N District, and Eliminate Redundancy in Parking Requirements between Zoning and Building Codes.** Brandon Thueson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

**B. Resolution No. 1470, A Resolution of the City of Central Point, Oregon, Granting A Non-Exclusive Franchise Agreement to Falcon Cable Systems Company III, L.P., Locally Known as Charter Communications**

City Attorney Sydnee Dreyer explained that staff has been working with Charter Communications on a new Franchise Agreement. The current agreement expired in 2015 and was extended for one year. The City and Charter have spent the past few months negotiating numerous franchise revisions including:

- Revisions to definition of Gross Revenues
- Modified term from 5-years to 10-years
- Added a new provision allowing the parties to renegotiate in the event federal and/or state laws are changed
- Modified indemnity provisions

- Modified inspection/audit rights and fees
- Added provisions allowing city to hold hearings to increase franchise fee in the event a change in the Cable Act occurs during the term of agreement
- Modifies provisions for PEG Channel in the event city exercises its option to request a Channel.

Staff is satisfied with the changes in the Franchise Agreement and recommends the Council approve it as presented. If state or federal law changes we will revisit if needed.

**Brandon Thueson moved to approve Resolution No. 1470, A Resolution of the City of Central Point, Oregon, Granting A Non-Exclusive Franchise Agreement to Falcon Cable Systems Company III, L.P., Locally Known as Charter Communications.** Mike Quilty seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

**C. Public Hearing/First Reading, An Ordinance Adopting Multiple Code Amendments to the Central Point Municipal Code Sections 11.04, 11.16, 11.20, 13.04 and Adding a New Section 3.40 Liens and Collections**

Finance Director Steven Weber explained that over the last year the City has begun to act on a number of delinquencies in utility payments and/or LID Assessments. Staff reviewed processes for those delinquencies and realized the City Municipal Code did not provide the city sufficient flexibility or consistency in remedying such delinquencies. The Council recently expressed a desire to ensure full enforcement capabilities for any delinquencies of debt.

The proposed revisions will provide the ability to pursue collections or lien foreclosures in the event of delinquencies of LID assessments, financing agreements, or utility payments. The proposed changes will allow the city to be flexible according to the size of debt, value and marketability of property along with other factors.

A new Section 3.40 has been added which provides for liens and foreclosures generally for any and all delinquent payments due to the City by code, contract or resolution.

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

**Mike Quilty moved to second reading An Ordinance Adopting Multiple Code Amendments to the Central Point Municipal Code Sections 11.04, 11.16, 11.20, 13.04 and Adding a New Section 3.40 Liens and Collections** Roll call: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Brandon Thueson, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

## **IX. BUSINESS**

### **A. Local Improvement District Assessment Relief Request**

Mr. Clayton explained that the Council approved resolutions 1456 through 1461 declaring assessments due on a variety of properties in regards to LID payments that have not been received. Although the city has not received any payments from these property owners, we have received written correspondence from two property owners requesting relief from both the penalty and interest portions of the assessments. If the council agrees to provide relief it appears the owners would be able to pay the balance in full.

555 Freeman Road lot #86

Outstanding Principle - \$1,742.18

Outstanding Interest - \$237.23

Outstanding Penalty - \$434.19

3268 Snowy Butte Lane

Outstanding Principle - \$44,352.05

Outstanding Interest - \$11,336.03

Outstanding Penalty - \$10,800.31

There was discussion stating that these property owners were the only ones who responded to the assessments. They are the original owners who signed the agreement when the LID's were put in place. The council felt we should offer all the properties that were assessed the same option. There was consensus that there should be a limited time to pay the principle and interest.

**Mike Quilty moved to authorize the City Manager and Finance Director to wave the penalties for 555 Freeman Road Lot #86 and 3268 Snowy Butte Lane as long as the amount is paid in full before December 31, 2016 and to offer the same to the other LID Assessment Properties.** Rick Samuelson seconded. Roll call: Hank Williams, yes; Bruce Dinger, yes; Tanea Browning, yes; Brandon Thueson, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

## **B. Medford Water Agreement Review**

Parks and Public Works Director Matt Samitore updated the Council on the negotiations between the City of Central Point and the Medford Water Commission regarding our agreement. In reviewing the proposed contract from the MWC there are two issues of significant concern for the city.

A major concern with the city is the lowering of our gallons per minute (GPM) from 5700 to 4958. He presented information explaining that there have been times over the last year where the city has reached the 5700 GPM limit, although for a short time. In order to re-fill the City's 4.5 million gallons of water on a daily timeline, the supplied rate needs to remain at 5700 or even slightly higher. This is only a concern during the summer months. MWC has asked us to use our reservoirs to supply water during peak hours so as not to deplete the supply for the rest of the valley. We do not have an issue with that request and have complied with it.

Mr. Clayton stated that they have spoken to the MWC but they fail to see our point. The Duff plant could run additional hours during the hot summer months when water usage is up. The surrounding cities are filling their reservoirs in the evenings as requested and the plant cannot keep up with the demand. The local cities are all fighting this new request.

The second item of concern was to eliminate the Urban Reserves from Article 3. In exchange for this elimination, the MWC added in their Resolution 1058 which allows city to provide water to Urban Reserve Areas. However, Article 5 needs a sentence amended so that it is not providing a contradictory statement.

Staff is not looking for action at this time, this is an update item only.

## **C. Approving Bid Award for 2016 Street Inlay Preservation Projects**

Mr. Samitore explained that we received one bid for the 2016 Street inlay project for portions of Hamrick Road and W. Vilas from Don Jones Park to E. Pine Street. Knife River was the only bid received in the amount of \$187,781.00 for the pavement preservation projects.

**Rick Samuelson moved to approve award the 2015/2017 pavement preservation project bid to Knife River Materials, Inc in the amount of \$187,781.00.** Mike Quilty seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

#### **D. Approval of Sole Source Contract with Wellburn Electric**

Mr. Samitore stated that Oregon Revised Statutes allows cities to do a sole source contract as long as specific criteria are met. Staff's determination is that using Wellburn Electric will be the most efficient way to complete the project of wiring an emergency generator for the Vilas Pump Station. They are the most well versed firm on the intricacies of the station because they were the company that did the work four years ago. The city believes they have the best ability of protecting the station from potential electrical issues based on their experience with the station.

**Rick Samuelson moved to approve the sole source contract to Wellburn Electric for the Vilas Pump Station Emergency Generator in the amount of \$50,998.00.** Brandon Thueson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Tanea Browning, yes; Brandon Thueson, yes; Rick Samuelson, yes; and Mike Quilty, yes. Motion approved.

#### **E. Planning Commission Report**

Community Planner 1 Molly Bradley presented the Planning Commission Report for July 5, 2016:

- The Planning Commission approved a Conditional Use Permit to replace the existing scoreboard at the Crater High School football stadium with a new, internally illuminated scoreboard. The project site is located in the civic zoning district within the Transit Oriented Development District (TOD). The Commission approved the CUP contingent upon the successful second reading and approval of an ordinance amendment being considered by the City Council tonight.
- Planning Manager Don Burt explained the direction the state is going with regard to the Population Forecasting and routine updates. Portland State University has been assigned the responsibility of forecasting state, county and city populations. The city will use these projections for determining housing needs and future land use planning when making Urban Growth Boundary Adjustments.
- The Commission was informed of the status of the LUBA Appeal.
- The Commission was updated on the East Pine Streetscape project and open house on July 11, 2016.

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

Mayor Williams reported that he attended:

- The Community Development Commission work session/open house for the Pine Streetscape project.
- The Medford Water Commission meeting. They are in the process of performance reviews for the Commission Manager.
- The Fair VIP preview before the fair started last week.
- He attended the Mayor's Annual Conference in Lincoln City. He had several discussions with members of DLCD. Lincoln City is very interesting and the breakout sessions were enlightening. He also participated in awarding the 2016 Mayor's Award to the Mayor of Springfield.

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

City Manager Chris Clayton reported that:

- There will be a change in the August Meeting Schedule.
- We received notice that the Costco Arguments are scheduled for August 25, 2016 in Salem. Mrs. Dreyer and Hillary Zamudio will be attending on behalf of the City.
- Rogue Credit Union has submitted site plans for moving their building to the vacant lot by Albertsons.
- The City Council has received an invitation to attend the Combined Transport Grand Opening.

## **XII. COUNCIL REPORTS**

Council Member Mike Quilty reported that:

- He was on the interview panel for the MPO Executive Director.
- He attended a Port of Portland Authority Advisory Meeting. They were updated on a large stock of cars that have been sitting in the Port for a while.
- He attended the Development Commission Work Session and Open House for the Pine Streetscape project.
- Rogue Disposal is testing their CNG Station on Antelope Road. They will have a Grand Opening once they have worked out the final details with Governor Browns Office.

Council Member Brandon Thueson reported that he attended:

- The Development Commission Work Session for Pine Street.
- He attended a Joint Powers Meeting for the Bear Creek Greenway. They have been working on a project to remove the vegetation along the creek in order to discourage the transient camps. They will be asking Central Point to help with the cost of expanding the program into Central Point. It will take about six months to complete. They have received a grant to help with patching the trail.



They are also working on an updated management plan which will go to the parks commissions and then to councils along the trail.

Council Member Rick Samuelson reported that he attended the Development Commission work session.

Council Member Taneea Browning reported that:

- She attended a SOREDI Annual meeting.
- She survived her first year as organizer of the 4<sup>th</sup> of July Parade.
- The first Friday Night Munch and Movies was a huge success, the second event was not as well attended because of the fair.
- She attended the Development Commission Work Session.
- The Central Point Chamber Mixer will be at the Chamber Office on August 2, 2016.

### **XIII. DEPARTMENT REPORTS**

Community Planner Molly Bradley reported that:

- There have been several new businesses opening in town. The Buttercloud Mobile Vendor is now open on Hwy 99 by the Rogue Creamery.
- There are improvements planned for the Cowley Building. Included in the plans is a paint job.
- She updated the Council on the Pine Streetscape project.

Finance Director Steven Weber reported that the Audit process has begun and staff has been gathering information.

Parks and Public Works Director Matt Samitore reported that:

- The final rail order for Twin Creeks Crossing is being revised. There is one final step to take and construction should begin in May, 2017.
- There are some storm quality issues in Twin Creeks. The Federal Government wants documentation for work that has already been completed. We are all working together to get this issue taken care of as fast as possible so we do not need to re-landscape the area.
- We may need to do a property acquisition for the property across the street from the Rail Crossing. We need to use this property for a retention pond as part of storm water quality.
- Skyrman Park is almost complete. The department will be offering tours sometime next week.
- The City will be asking the makers of PokeymonGo to move some of their Pokemon stops. There are a few stops in our parks that are too close to monuments. We will be asking them to move them

away from structures that could cause harm to citizens or citizens to harm the structures.

Police Chief Chris Allison reported that:

- The new PokemonGo game has made it a couple of interesting weeks. Officers have had to remind people of our regular curfew hours.
- There will be a Foundation for Recovery Softball game on September 10, 2016. Staff have been preparing for this tournament.
- Officer Rob Mannenbach will be our new SRO. The School District asked specifically for Officer Mannenbach.
- The Central Point Explorers are in Salem participating in a Law Enforcement Challenge.
- Mr. Taylor has missed another court date and Judge Charter has decided to enforce the fines associated with 75 Bush Street. He will be going back to pull all associated fines.
- The Department is humbled by all the support for our officers by the signs and citizens coming into City hall and thanking our officers for the job they do. She handed out the new lawn signs for Central Point Crime Watch.

Information Services Director Jason Richmond reported that the IT Agreement with Talent is signed and in place. They do not anticipate spending much time assisting them. The IT Technician they have has their city in great shape.

#### **XIV. EXECUTIVE SESSION - None**

#### **XV. ADJOURNMENT**

**Brandon Thueson moved to adjourn**, Rick Samuelson seconded, all said "aye" and the Council Meeting was adjourned at 8:45 p.m.

The foregoing minutes of the July 28, 2016, Council meeting were approved by the City Council at its meeting of August 11, 2016.

Dated:

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

ATTEST:

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



155 South Second Street • Central Point, OR 97502

Ph: (541) 664-5578 • Fax: (541) 664-2705 • [www.centralpointoregon.gov](http://www.centralpointoregon.gov)

**Kristine Allison**

**Chief**

Date: 08/02/2016

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

RE: Fast Break of Oregon, LLC / Pine Street Market / Persons associated therewith

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

Respectfully,

A handwritten signature in black ink, appearing to read "Kristine Allison". The signature is fluid and cursive, with the first and last names being the most prominent parts.

Chief Kristine Allison  
Central Point Police Department



# Oregon

Kate Brown, Governor  
July 19, 2016

JUL166811  
Liquor Control Commission

Jeff Chase  
1301 Esplanade Avenue  
Klamath Falls, OR 97601

**RE: Fast Break Of Oregon, LLC  
PINE STREET MARKET (OPS)  
1125 East Pine Street  
Central Point, Oregon 97502**

Dear Jeff:

The Commission has accepted your liquor license application for a Off-Premises Sales. In order to process the application to issue the Off-Premises Sales license, the following documentation is required:

1. Liquor license application to be endorsed by City of Central Point located at the City of Central Point City Hall, City Recorder, 140 South 3<sup>rd</sup> Street, Central Point, Oregon 97502. Their telephone number is (541)664-3321. **(ATTACHED A-1)**

**NOTE: IF YOU WANT A 90 DAY TEMPORARY AUTHORITY TO OPERATE, PLEASE PROVIDE A LETTER OF ZONING APPROVAL FROM THE CITY OF CENTRAL POINT. YOU CAN CONTACT THE CITY OF CENTRAL POINT AT (541)664-3321.**

If you have any questions Jeff, please give me a call at (541)776-6192 to discuss.

I thank you in advance Jeff for your prompt attention to this matter.

Sincerely,

Eddie Gonzalez, License Regulatory Specialist  
7 Crater Lake Avenue, Ste. A  
Medford, Oregon 97504  
(541)776-6192 – telephone  
(541)776-6188 – fax  
[eddie.gonzalez@oregon.gov](mailto:eddie.gonzalez@oregon.gov)



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

## LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)  
☐ Commercial Establishment  
☐ Caterer  
☐ Passenger Carrier  
☐ Other Public Location  
☐ Private Club  
☐ Limited On-Premises Sales (\$202.60/yr)  
☒ Off-Premises Sales (\$100/yr)  
☒ with Fuel Pumps  
☐ Brewery Public House (\$252.60)  
☐ Winery (\$250/yr)  
☐ Other: \_\_\_\_\_

## ACTIONS

- ☐ Change Ownership  
☒ New Outlet  
☐ Greater Privilege  
☐ Additional Privilege  
☐ Other: \_\_\_\_\_

**MASTER  
FILE**

## 90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

## APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

## CITY AND COUNTY USE ONLY

Date application received: 7/27/16

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By:

(signature)

(date)

Name:

Title:

## OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 7/19/16

90-day authority: ☐ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① FAST BREAK OF OREGON, LLC

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): PINE ST MARKET

3. Business Location: 1125 E. PINE ST., CENTRAL POINT, OR 97502

(number, street, rural route)

(city)

(county)

(state)

(ZIP code)

4. Business Mailing Address: 1301 ESPLANADE AVE, KLAMATH FALLS, OR 97601

(PO box, number, street, rural route)

(city)

(state)

(ZIP code)

5. Business Numbers: 541-887-8921

(phone)

541-887-8575

(fax)

6. Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: SHELL #326

9. Will you have a manager? ☒ Yes ☐ No Name: JEFF CHASE

(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? CENTRAL POINT

(name of city or county)

11. Contact person for this application: JEFF CHASE

(541) 887-8921

(name)

1301 ESPLANADE AVE, KLAMATH FALLS, OR

(address)

541-887-8575

(fax number)

(phone number(s))

jeff.chase@edstaub.com

(e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature] Date 7/13/16 ③ \_\_\_\_\_

② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_

**RECEIVED**

1-800-462-OLCC (6622) • www.oregon.gov/olcc

JUL 18 2016 (JUL 08/2011)

**RECEIVED**  
JUL 27 2016

BY: [Signature]

MEDFORD REGIONAL OFFICE  
OREGON LIQUOR  
CONTROL COMMISSION

# Staff Report



Administration Department

Chris Clayton, City Manager  
Deanna Casey, City Recorder

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TO: Honorable Mayor and City Council  
FROM: Deanna Casey, City Recorder  
SUBJECT: Cancellation of Council Meeting  
DATE: August 11, 2016

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## **August 25, 2016 Meeting Cancellation**

Staff is recommending and prepared to cancel the August 25, 2016 City Council meeting. Due to a lack of agenda items we do not have a full agenda planned for the second meeting in August.

### **RECOMMENDED MOTION:**

Approve the Consent agenda as presented.

# **Ordinance**

**Second Reading – Amending  
CPMC 11.04, 11.16, 11.20,  
13.04 and creating 3.40**



## ADMINISTRATION DEPARTMENT

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

### STAFF REPORT

August 11, 2016

#### **AGENDA ITEM: Revisions to Collections/Lien and Water Shut-off Procedures for Delinquencies**

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Second Reading of Ordinance No. \_\_\_\_\_ Recommending adoption of multiple code amendments to the Central Point Municipal Code Sections 11.04, 11.16, 11.20, 13.04 and adding a new Section 3.40 Liens and Collections.

#### **STAFF SOURCE:**

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Chris Clayton, City Manager  
Sydney Dreyer, City Attorney

#### **BACKGROUND:**

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Over the last year, the City has begun to act on a number of delinquencies in utility payments and/or LID assessments. In reviewing and processing those delinquencies, it became apparent the City code did not provide City sufficient flexibility and/or consistency in remedying such delinquencies. Moreover, with the City's recent adoption of new water service rates for customers abutting City limits which the City may finance pursuant to financing agreements, the City Council expressed desire to ensure full enforcement capabilities for any delinquencies of such debt.

The proposed revisions will provide the ability to pursue collections or lien foreclosures in the event of delinquencies of LID assessments, financing agreements, or utility payments. The flexibility of the remedies will allow the City to determine the appropriate course of conduct given the size of the debt, value and marketability of the property, and other factors. Additionally, the amendments will allow the City to shut-off City water for delinquent utilities and delinquent financing agreements for water service upon compliance with the provisions therein. The revisions also further clarify the LID assessment process, when and how liens attach to the property, the ability to attach additional interest and collection fees, provides remedies for debt incurred by tenants, and defines when a bill for unpaid utilities becomes a lien that attaches to the property. A new Section 3.40 has been added which provides for liens and foreclosures generally for any and all delinquent payments due City by code, contract or resolution.

The City Council held a public hearing on July 28, 2016 and invited comment on the code amendments. The Council moved the Ordinance to a second reading and adoption. Other than a change in the formatting of the Ordinance, there have been no other changes since the public hearing.

#### **FISCAL IMPACTS:**

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These revisions will enable the City to better remedy delinquencies and to use processes that best serve the City's financial and administrative needs thereby reducing the amount of unpaid receivables.



**ATTACHMENTS:**

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Exhibit “A” – Draft Code Amendments

**RECOMMENDATION:**

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Consider the second reading of the proposed amendments to the Central Point Municipal Code Sections 11.04, 11.16, 11.20, 13.04 and adding a new Section 3.40 Liens and Collections, and 1) approve the ordinance; 2) approve the ordinance with revisions; 3) deny the ordinance.

**ORDINANCE NO.**

**ADOPTING MULTIPLE CODE AMENDMENTS TO THE CENTRAL POINT  
MUNICIPAL CODE SECTIONS 11.04, 11.16, 11.20, 13.04 AND ADDING A NEW  
SECTION 3.40 LIENS AND COLLECTIONS.**

**RECITALS:**

**A.** Section 4 of the Central Point Charter provides: Powers of the City. The City shall have all powers which the constitutions, statutes and common law of the United States and of this state expressly or impliedly grant or allow municipalities, as fully as though this charter specifically enumerated each of those powers.

**B.** the City desires to clarify the process for attachment of liens and collections; and

**C.** the City desires to provide flexibility in the remedies it pursues for collections of delinquent utilities, assessments and financing agreements.

**D.** Words ~~lined through~~ are to be deleted and **words in bold** are added.

Now therefore,

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

SECTION 1. Chapters 11.04, of the Central Point Municipal Code are hereby amended as follows.

**Chapter 11.04  
LOCAL IMPROVEMENTS AND SPECIAL ASSESSMENTS**

Sections:

11.04.010 Chapter application and definitions.

11.04.020 Commencement of process for local improvements.

11.04.030 Notice of hearing.

11.04.040 Hearing--Improvement resolution.

11.04.050 Notice of proposed assessment.

11.04.060 Notice of final assessment.

11.04.070 Attachment of lien.

**11.04.080 Interest rates and penalty fees.**

**11.04.090 Installment application.**

**11.04.100 Interest of assessments.**

11.04.080110 Mailing of notices.

11.04.090 120 Segregation of assessments.

11.04.400 130 Application for segregation.

11.04.440 140 Curative provisions.

**11.04.150 Errors in Assessment Calculations.**

11.04.120 Interest on assessments.

11.04.130 Foreclosure of liens.

11.04.440 160 Duties of finance director.

**11.04.170 Bancrofted assessment remedies.**

**11.04.180 Non-Bancrofted assessment remedies.**

**11.04.190 Collections/Foreclosure.**

**11.04.010 Chapter application and definitions.**

This chapter applies to all city local public facility construction projects which are to be financed in whole or in part through special benefit assessments. As used in this chapter, the following terms are defined as follows unless a different meaning is clearly intended from the context:

A. “Actual cost” means all direct or indirect costs incurred by the city before assessment in order to undertake a local improvement. The term “actual cost” includes the portion of the total actual cost allocated to a particular lot. “Actual cost” includes, but is not limited to, the costs of labor, materials, supplies, equipment rental, property acquisition, permits, engineering, financing, reasonable program delinquencies, return on investment, required fees, insurance, administration, accounting, depreciation, amortization, operation, maintenance, and repair or replacement. Actual cost may include the salaries, wages and benefits payable to employees of the city to the extent the same are reasonably allocable to the work or services performed by the employees in connection with a local

improvement. However, as a condition to inclusion of any salaries, wages or benefits payable to employees of the city as costs of a local improvement, the city shall establish a record keeping system to track the actual work done or services performed by each employee on or in connection with such local improvement.

B. “Bond issuance and administration costs” means all costs associated with issuance, registration, transfer and payment of bonds for long-term financing of assessments and systems development charges.

C. “Deferred improvement agreement” means an acknowledged and recorded agreement executed by a property owner which runs with the land in which the owner agrees that the city has jurisdiction to construct certain local improvements and assess a pro rata share of the cost against the owner’s property described therein. A “deferred improvement agreement” may also contain a nonremonstrance agreement.

D. “Estimated assessment” means, with respect to each property to be assessed in connection with a local improvement, the total assessment that, at the time of giving notice of the assessment and the right to object or remonstrate, the city estimates will be levied against the property following completion of the local improvement. The estimate shall be based on the city’s estimate at that time of the actual costs of the local improvement and the proposed formula for apportioning the costs to the property.

E. “Final assessment” means, with respect to each property to be assessed in connection with a local improvement, the total assessment levied against the property following completion of the local improvement. The total assessment shall be based on the actual costs of the local improvement and the formula for apportioning the actual costs to the property. Bond issuance costs shall be separately stated and shall not be entered on the lien docket unless and until the owner files an application to pay in installments. If bond issuance costs are added, the total amount shall then be deemed to comprise the “final assessment.”

F. “Finance director” means the department head designated by the city manager to keep records of assessments and installment payments.

G. “Financing” means all costs necessary or attributable to acquiring and preserving interim or permanent financing of a local improvement. Financing costs that are to be incurred after the levy of a final assessment may be included in the final assessment based on the city’s reasonable estimate of the financing costs if the city first documents the basis for the estimate and makes the documentation available to interested persons on request.

H. “Local improvement” means an improvement constructed by the city for which a special assessment may be made on property specially benefitted.

I. “Lot” means a platted lot or other contiguous parcel of land to which a single tax lot number has been assigned.

J. “Owner” means the owner of title to real property or the contract purchaser of real property of record as shown on the last available complete assessment roll in the office of the county assessor of Jackson County, Oregon.

K. “Remonstrance” means the ability of a property owner to object to the formation of a local improvement district.

#### **11.04.020 Commencement of process for local improvements.**

A. Local improvement construction projects may be initiated in any of the following ways:

1. The city manager may initiate a local improvement project whenever in his or her judgment such project would be in the best interest of the city; or
2. The city council may initiate a local improvement project by motion passed at a regular or special meeting of the city council; or
3. Upon receipt of a petition signed by more than fifty percent of the owners of street frontage or area of real property in the proposed benefit district, filed with the city recorder, whereupon the city manager shall initiate the local improvement process.

B. After initiation of the local improvement process by one of the methods set forth above, the city manager shall direct city staff to prepare preliminary plans, specifications and estimates of costs for the proposed local improvement project. City staff may consult, as deemed necessary, with applicable professionals in preparing such preliminary findings.

C. Upon completion of the preliminary plans, specifications and cost estimates by city staff, the city manager shall present such findings to the city council. After reviewing the findings, the city council may, by resolution, declare its intention to pursue construction of a local improvement project and set a date for a public hearing to consider public input on the proposed local improvement.

D. No public hearing shall be required in the event that each and every property owner included in the area to be benefited and assessed in the local improvement area has signed the petition requesting construction of the local improvement. In that case, the city council may, by resolution and without a public hearing, order construction of the local improvement in the manner set forth in Section [11.04.040](#).

#### **11.04.030 Notice of hearing.**

A. Notice of the hearing on the proposed local improvement shall be given by publishing in a newspaper of general circulation within the city at least ten days prior to the date of the hearing.

B. The published notice shall:

1. Specify the time and place the council will hear and consider the views of parties who have an interest in or are aggrieved by the proposed improvement;
2. Describe the general location and nature of the improvement, the area within which property may be specially assessed as described in the resolution; and
3. Identify the place where the project documents are available for inspection and the requirements for submitting written materials for consideration by the council.

C. In addition to notice by publication, the city shall, at least ten days prior to the hearing, mail notice to the owners whose property is to be assessed at the addresses shown in the records of the county assessor.

D. The mailed notice shall:

1. State that the council is considering an assessment for local improvements,
2. Describe the general location and nature of the improvement,
3. Identify the place where the project documents are available for inspection,
4. State the formula for apportioning costs and the amount of the estimated assessment on the property of the owner to whom the notice is addressed, and
5. Specify the time and place the council will hear and consider objections or remonstrances to the proposed improvement and the requirements for submitting written materials for consideration by the council.

#### **11.04.040 Hearing--Improvement resolution.**

A. At the hearing, the council shall hear and consider objections and other representations made by owners, and shall hear and consider all other relevant information presented.

B. If the council determines that the proposed local improvement shall be made, it shall adopt a resolution ordering construction of the improvement. The resolution shall contain a legal description of the district and shall be recorded in the Official Records of Jackson County.

C. When the improvement has been so authorized, the city manager may invite bids or make other arrangements necessary for construction and any debt instruments may be issued for the cost thereof as provided by statute.

#### **11.04.050 Notice of proposed assessment.**

A. After the work is done and the actual cost determined, the city manager shall prepare the proposed assessments to the respective lots within the assessed district and file them in the office of the city. Notice of the proposed assessment shall then be mailed to the owner of each lot proposed to be assessed not less than ten days prior to the last day for filing written objections. The notice shall state the amount of the assessment proposed on the property, the date of the final hearing and shall specify a date by which written objections shall be filed with the city.

B. Written objections and supporting documents must be filed no later than five p.m. the day before the city council hearing. Objections filed shall state the grounds for the objection. At the final hearing, the council shall consider the objections and may adopt, correct, modify or revise the proposed assessments and shall by resolution finally determine the amount of the assessment to be charged against each lot within the area according to the special benefit accruing to it from the improvement and shall levy the final assessments.

#### **11.04.060 Notice of final assessment.**

**Within fourteen (14) days** after the final assessment has been levied by the council, the city shall cause notice of the final assessment to be mailed to the owner of each lot to be assessed. Publication of the notice is not required. The notice shall identify the local improvement for which the assessment was levied and the final assessment for each lot. In addition, the notice shall state that the owner of any property to be assessed shall have the right to make application to the city for payment of the final assessment in installments as provided in ORS [223.210](#). **The notice shall also state that if neither payment in full within 30-days, nor an application for installment payments is made within 10 days, from the date of the notice, interest will be charged on the assessment from the date of adoption of the assessment resolution and the property assessed will be subject to foreclosure. The notice shall be sent by certified and regular mail or personally delivered to the owner of each lot or parcel to be assessed. The city may also post the assessments in three public places and/or publish in the newspaper of record.**

#### **11.04.070 Attachment of lien.**

**After enactment of the final assessment resolution, the finance director shall enter in the docket of city liens a statement of the amounts assessed against each lot, parcel of land, or portion of land, together with a description of the local improvement, the name of the owners, and the number and date of the assessment resolution. Upon entry in the city lien docket the amount entered shall become a lien against the respective lots, parcels of land, or portions of land that have been assessed for the improvement. All assessment liens of the city shall be superior and prior to all other liens or encumbrances on property as permitted by state law. The finance director may also record the assessment resolution in the Jackson County deed records.**

~~Assessments shall become liens upon the properties assessed after the passage of the resolution levying them and entry in the city lien docket and shall be immediately due and payable.~~

#### **11.04.080 Interest Rates and Penalty Fees.**

**The council may establish, in the assessment resolution, or by other resolution, interest rates, penalties, late payment charges, and collection charges on bonded and unbonded assessments. The interest rate shall take into account the city's financial and administrative costs relating to assessments, issuance of bonds and collection and as further provided under 11.04.100.**

#### **11.04.090 Installment Application.**

A. A written application to pay in installments under the Bancroft Act shall be filed with the finance director within ten days after mailing of the notice of final assessment. However, an application may be accepted at the discretion of the finance director at any time unless the council has authorized foreclosure of the lien.

B. Bond issuance and administration costs shall be added to an assessment when the installment application is filed. Interest and billing charges shall be added to each assessment as they accrue. The city may enforce collection of the assessments in the manner prescribed by law.

C. Unless otherwise provided in the resolution levying the assessments, the application shall provide that the applicant agrees to pay the final assessment over a period of ten years from the date of assessment in equal semi-annual installments of principal plus interest on the unpaid balance, beginning six months after the date of assessment.

D. The application shall provide that the applicant acknowledges and agrees to pay interest at the rate provided by resolution on all unpaid assessments.

E. The application shall contain a statement, by lots or blocks, or other sufficient legal description, of the property of the applicant assessed for the improvement.

F. The application shall state that the applicant does thereby waive all irregularities or defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the assessment is levied and in the apportionment of the actual cost of the local improvement.

G. An owner who elects to file an application to pay in installments shall agree to pay an additional amount to be added to the assessment to recover bond issuance and administration costs. This amount shall be determined by the city council at the time it levies the assessment based on a reasonable estimate of bond issuance and administration costs.



H. An owner who elects to file an application to pay in installments shall agree to pay a billing charge to be added to each installment. The billing charge shall be a prorated share of the actual cost of billing and keeping records of installment payment accounts. The amount of the billing charge shall be determined from time to time by the finance director.

I. A payment schedule will not be issued for any lien under one thousand dollars.

#### **11.04.100 Interest on assessments.**

A. All nondelinquent assessments levied by the city upon real property for local improvements shall bear interest on the unpaid balance thereof from the date the assessment is due and payable at the rate specified as follows:

1. From the date of the assessment to the date of the Bancroft bonds, issued for the cost of the improvement, the rate shall not exceed the interim financing rate plus one and one-half percent.
2. From and after the date of the Bancroft bonds sold to finance the improvement, the rate shall not exceed the net effective interest rate on the Bancroft bond issue plus one and one-half percent.

B. Assessments in which no installment application has been filed, levied by the city upon real property for incurred charges, shall bear interest on the unpaid balance from the date the assessment is due and payable at the rate three percent above the recorded interest rate set forth in subsection A of this section.

C. An assessment shall be deemed delinquent if any payment is not made within one hundred eighty days after it becomes due and payable. Delinquent assessments shall bear interest on the unpaid balance from the date the assessment is due and payable at the rate three percent above the recorded interest rate set forth in subsection A of this section.

#### **11.04.110 Mailing of notices.**

When a notice is sent by mail to the owner of a lot affected by a proposed assessment or a final assessment, the notice shall be addressed to the owner or his agent according to the records of the county assessor.

#### **11.04.120 Segregation of assessments.**

A. The city may apportion a special assessment imposed upon a single tract or parcel of real property among all the parcels formed from a subsequent partition or other division of that tract or parcel, if the subsequent partition or division is in accordance with ORS [92.010](#) to [92.160](#) and is consistent with all applicable comprehensive plans as acknowledged by the Land Conservation and Development Commission under ORS [197.251](#). The proportionate distribution of a special assessment authorized under this

subsection may be made whenever the special assessment remains wholly or partially unpaid, and full payment or an installment payment is not due.

B. The city shall apportion a special assessment under this section when requested to do so by any owner, mortgagee or lienholder of a parcel of real property that was formed from the partition or other division of the larger tract of real property against which the special assessment was originally levied.

C. Apportionment of a special assessment under this section shall be in accordance with an order or resolution of the city council. The order or resolution shall describe each parcel of real property affected by the apportionment, the amount of the assessment levied against each parcel, the owner of each parcel and such additional information as is required to keep a permanent and complete record of the assessments and the payments thereon. A copy of the order or resolution shall be filed with the finance director, who shall make any necessary changes or entries in the lien docket.

D. When a special assessment is being paid in installments under the Bancroft Bonding Act or ORS [268.485](#), [450.155](#), [450.897](#) or [451.530](#), if the special assessment is apportioned among smaller parcels of real property under this section, the installments remaining unpaid shall be prorated among those smaller parcels so that each parcel shall be charged with that percentage of the remaining installment payments equal to the percentage of the unpaid assessment charged to the parcel upon apportionment.

#### **11.04.130 Application for segregation.**

A. Application to segregate shall be filed with the finance director on a form to be furnished by the finance director. The application shall include:

1. A lot book report from a title company showing copies of the deeds and other instruments evidencing all ownerships, other interests, and legal descriptions of the parcels to be segregated.
2. The original and segregated tax lot numbers, original and segregated assessed valuations, names and addresses of the owners and all others having an interest in the property, and any other relevant information requested by the finance director.
3. An express waiver of defects, jurisdictional or otherwise, in the original assessment.

B. The application shall be accompanied by a fee to be established by city council resolution.

C. If the finance director finds that the application is complete and proper, it shall be submitted to the city council along with a proposed resolution prepared in accordance with Section [11.04.060](#). Copies of the proposed resolution shall be mailed to all persons shown by the application to have an interest in the property at least ten days prior to the

council meeting at which the resolution will be considered. The copy of the resolution shall be accompanied by a notice stating the date of the meeting and that all written objections filed with the finance director prior to the date of the meeting will be considered by the council. Oral objections will not be heard. (Ord. 1877 §1, 2006; Ord. 1855 §3(part), 2005).

#### **11.04.140 Curative provisions.**

An improvement assessment shall not be rendered invalid by any error, mistake, delay, omission, or irregularity in the proceedings, **or because the declaring resolution, the assessment resolution, the lien docket or required notices do not contain the required information; or by the failure to list the name of, or mail notice to, the owner of any property as required by this Chapter; or by reason of any other error, mistake, delay, omission, irregularity, or other act, jurisdictional or otherwise, in any of the proceedings or steps specified.** The provisions of Sections [11.04.010](#) through [11.04.130](#) shall be directory and not jurisdictional.

#### **11.04.150 Errors in Assessment Calculations.**

**Alleged errors in the calculation of assessments shall be brought to the attention of the manager, who shall determine whether there has been an error in fact. If the manager finds that there has been an error, the manager shall recommend to the council an amendment to the assessment resolution to correct the error. Upon adoption of the amendment, the manager shall make the necessary correction in the docket of city liens and mail correct notices of assessment to affected property owners.**

#### **~~11.04.130 Foreclosure of liens.~~**

~~All city assessment liens may be foreclosed in accordance with the procedures of ORS [223.505](#) to [223.650](#). Notice by personal service upon the property owner is not required prior to foreclosure except as provided in ORS [223.635](#). (Ord. 1855 §3(part), 2005).~~

#### **11.04.160 Duties of finance director.**

The finance director shall be custodian of the lien dockets and shall be charged with keeping records concerning bonded liens and assessments. (Ord. 1855 §3(part), 2005).

#### **11.04.170 Bancrofted Assessment Remedies.**

**A. Before property owners are issued property related permits, owners must make all Bancrofted assessment accounts current for all their accounts with the city. Bancrofted assessment accounts must be current prior to individual sales of property.**

**1. Property related permits include development permits, building permits, wastewater permits, water permits, stormwater permits, driveway permits, sidewalk permits, and street opening permits.**

**2. To make a Bancrofted assessment account current, all delinquent principal, interest, and penalties must be paid.**

**B. For a land division, if the assessment balance is made current, the remaining principal balance of the assessment may be apportioned among the newly created lots according to the percent of benefit to each lot. The finance director shall determine the percent of benefit to the newly created lots. A land division shall include a partition, subdivision, or condominium plat.**

**C. If property owners wish to divide parcels of land and to have assessment balances apportioned among the newly created lots, they must make such requests in writing.**

**D. The council may establish by resolution a breakout fee for apportioning the assessment balance among the newly created lots.**

#### **11.04.180 NonBancrofted Assessment Remedies.**

**A. NonBancrofted assessments are due in full 30 days after enactment of the assessing ordinance and are subject to foreclosure if not paid within that time. The city may bid for property at foreclosure sales, which shall be prior to all bids except those by persons entitled to redeem such property under state law.**

**B. The entire assessment balance on an unpaid, NonBancrofted assessment must be paid in full prior to sale of the property or before the city issues a property related permit. Property related permits are defined in CPMC 11.04.170(A)(1)**

#### **11.04.190 Collections/Foreclosure.**

**A. The city may implement collection procedures to collect payment of delinquent assessments. In the alternative to collection, or if collection efforts fail, the may initiate foreclosure proceedings in any manner provided by ORS 223.505 to ORS 223.650 or as otherwise provided by law.**

**B. Actual costs for materials and services, and personal services shall be charged to each foreclosure account. The costs shall be charged as they are incurred during the foreclosure process.**

**C. A purchaser of real property at a foreclosure sale may incur costs authorized by the city for maintaining or improving the property during the period allowed for redemption. If the property is subsequently redeemed, the finance director may return to the purchaser all or part of the penalty paid by the person redeeming the property.**

SECTION 2. Chapters 11.16, of the Central Point Municipal Code are hereby amended as follows.

## **Chapter 11.16 STORMWATER UTILITY FEES**

Sections:

11.16.010 Purpose.

11.16.020 Applicability.

11.16.030 Definitions.

11.16.040 Stormwater utility fee rate structure.

11.16.045 Water quality utility fee rate structure.

11.16.050 Equivalent service unit.

11.16.060 Unit rate established for the stormwater utility fee.

11.16.065 Unit rate established for the water quality utility fee.

11.16.070 Service charge adjustments and appeals.

11.16.080 Stormwater or water quality rate discounts for extreme hardship.

11.16.090 Use of funds.

11.16.100 Commencement of charges.

**11.16.110 Payment.**

~~11.16.110 Delinquent charges.~~ **120 Delinquency.**

**11.16.130 Property liens/collections.**

**11.16.140 Tenant Accounts.**

**11.16.150 Recovery of delinquent charges.**

11.16.010 Purpose.

A. It is the purpose of this chapter to provide revenue for a stormwater program to plan, manage, construct, maintain, use, and carry out activities related thereto, and to provide

revenues by fixing rates and charges. There is hereby created an enterprise fund known as the “city of Central Point stormwater fund.” All fees and charges imposed for the stormwater program shall be placed in this fund for the purpose of paying any and all expenses related to the acquisition, installation, addition, improvement, replacement, repair, maintenance, operation, or administration of stormwater program facilities and activities.

B. It is also the purpose of this chapter to provide revenue for a water quality program to pay for any and all expenses related to preventing and reducing water pollution generated within the city limits before it enters and is discharged from the municipal separate storm sewer system (MS4) to local waterways. The city of Central Point water quality program fund is created as an enterprise fund. All fees and charges imposed for the water quality program shall be placed in this fund for the purpose of paying any and all expenses related to the operation of the Central Point MS4 to meet the federal Clean Water Act’s National Pollution Discharge Elimination System Phase II permit requirements or administration of the water quality program. (Ord. 1961 §1, 2012; Ord. 1864 §1(part), 2005).

#### 11.16.020 Applicability.

The requirements of this chapter shall apply to all parcels of real property in the city of Central Point, including publicly and privately owned property. (Ord. 1864 §1(part), 2005).

#### 11.16.030 Definitions.

“Biofiltration” means the use of vegetation, including grasses and wetland plants, to filter and treat stormwater runoff as it is conveyed through an open channel or swale.

“City” means the city of Central Point, Oregon, or, as indicated by the context, may mean any official, officer, employee or agency representing the city in the discharge of his or her duties.

“City roads” means all roads, public and private, excluding state and county roads, in the city of Central Point.

“Developed parcel” means a parcel of real property which has been altered by development coverage.

“Drainage facilities” means the drainage systems comprised of stormwater control facilities and any other natural features which store, control, treat and/or convey storm and surface water. Storm drainage facilities shall include all natural and manmade elements used to convey stormwater from the first point of impact with the surface of the earth to a suitable receiving body of water or location internal or external to the boundaries of the city. They include all publicly owned and maintained pipes, appurtenant features, culverts, streets, curbs, gutters, pumping stations, channels, streams,

ditches, wetlands, detention/retention basins, ponds, and other stormwater conveyance and treatment facilities whether or not the city shall have recorded rights-of-way or easements; it is presumed that the city has a prescriptive right of access to all storm drainage facilities for operation, maintenance, rehabilitation, or replacement.

“Equivalent service unit (ESU)” means a configuration of impervious surface estimated to contribute an amount of runoff to the city’s stormwater management system which is approximately equal to that created by the average single-family residential developed parcel in Central Point.

“Impervious surfaces” means hard-surfaced areas that prevent or hinder the entry of water into the soil mantle and/or cause water to run off the surface in greater quantities or at an increased rate of flow than under natural conditions. Common impervious surfaces include, but are not limited to, rooftops, concrete or asphalt roads, sidewalks and paving, walkways, patio areas, driveways, parking lots or storage areas and gravel, hard-packed dirt, oiled or other surfaces which similarly impede the natural infiltration of stormwater, or runoff patterns existent prior to development.

“Manager” means the city manager or designee.

“Parcel” means the smallest separately segregated unit or plot of land having an identified owner, boundaries, and surface area which constitutes a separate lot or tract capable of being conveyed without further subdivision.

“Service charges” means either the stormwater utility fee or the water quality utility fee, as the context may require, in an amount to be determined by applying the appropriate rate to a particular parcel of real property based upon factors established by this chapter.

“Single-family residence” means a residential structure accommodating one dwelling unit, including duplex units and mobile homes, as defined by the city of Central Point land use codes.

“Stormwater control facilities” means all publicly owned and maintained manmade structures or natural watercourse facility improvements, developments, properties or interest therein, made, constructed or acquired for the conveyance of storm or surface water runoff for the purpose of improving the quality of, controlling, or protecting life or property from any storm, flood or surplus waters.

“Stormwater program” means the Central Point stormwater utility as defined in this chapter.

“Undeveloped land” means unimproved land and open space as defined by the city of Central Point land use codes.

“Undeveloped parcel” means any parcel of real property which has not been altered by construction of any improvement or other impervious surface area which affects the hydraulic properties of the parcel.

“Unit rate” means the dollar amount charged per ESU.

“Water quality program” means the Central Point water quality utility as defined in this chapter. (Ord. 1961 §2, 2012; Ord. 1873 §1, 2006; Ord. 1864 §1(part), 2005).

#### 11.16.040 Stormwater utility fee rate structure.

A. Service charges for the stormwater utility fee are hereby authorized and imposed, in amounts and on terms consistent with this chapter.

B. The rates and service charges shall be based on the service provided and the relative contribution of stormwater runoff from a given parcel to the stormwater control facilities. The estimated or measured impervious surface area will be used to determine the relative contribution of stormwater runoff from the parcel.

C. Service charges shall be determined as follows:

1. Undeveloped Parcels. Undeveloped parcels shall not be charged.

2. City Roads. City roads shall not be charged.

3. Single-Family Residences. The monthly service charge for each single-family residence shall be the unit rate for one equivalent service unit.

4. Other Developed Parcels. The monthly service charge for all other developed parcels, including publicly owned properties, shall be computed by multiplying the unit rate times the number of equivalent service units applicable to the parcel minus any approved rate adjustment for the parcel as determined under Section [11.16.060](#).

5. Minimum Charge. There shall be a minimum monthly service charge for all developed properties equal to the unit rate. (Ord. 1961 §3, 2012; Ord. 1864 §1(part), 2005).

#### 11.16.045 Water quality utility fee rate structure.

A. Service charges for the water quality utility fee are authorized and imposed in amounts and on terms consistent with this chapter.

B. The rates and service charges shall be based on the service provided and the total cost of water quality program implementation. The estimated or measured impervious surface area will be used to determine the relative contribution of stormwater runoff from the parcel.



Service charges shall be determined in the same manner as provided in Section [11.16.040\(C\)](#). (Ord. 1961 §4, 2012).

#### 11.16.050 Equivalent service unit.

One equivalent service unit is established at three thousand square feet of impervious surface area. For the purpose of computation of service charges, the number of equivalent service units shall be rounded to the nearest tenth. (Ord. 1864 §1(part), 2005).

#### 11.16.060 Unit rate established for the stormwater utility fee.

The unit rate per equivalent service unit for the stormwater utility fee is hereby established at six dollars and fifty cents and may be revised by resolution of the city council from time to time. (Ord. 1961 §5, 2012; Res. 1264, 2010; Ord. 1864 §1(part), 2005).

#### 11.16.065 Unit rate established for the water quality utility fee.

The unit rate per equivalent service unit for the water quality utility fee is established at one dollar and may be revised by resolution of the city council from time to time. (Ord. 1961 §6, 2012).

#### 11.16.070 Service charge adjustments and appeals.

A. Any person billed for service charges may file a “request for service charge adjustment” with the manager within thirty days of the date of the bill. However, submittal of such a request does not extend the period of payment for the charge.

B. A request for service charge adjustment may be granted or approved by the manager only when one or more of the following conditions exist:

1. The amount charged is in error; however, no adjustment will be made unless the parcel is nonresidential and the city’s calculation of the impervious surface area on the parcel is shown to be in error by at least ten percent, as demonstrated by a licensed surveyor or engineer;
2. The parcel exists in its natural unimproved condition and will remain in its natural unimproved condition with no allowable human activities or manmade improvements that adversely affect water quantity or quality; or
3. The parcel includes a constructed or natural on-site stormwater mitigation facility that meets all of the following conditions:
  - a. The constructed or natural facility provides storm or stormwater detention, retention, water quality treatment, and/or conveyance; and

- b. The manager has determined that the property owner is capable of maintaining and operating the facility; and
- c. The facility is maintained by the property owner to the city's design specifications; and
- d. The facility is available for inspection by the city; and
- e. Excess capacity, if not used by the property owner, is accessible and available for other related public purposes; and
- f. The credit is revocable under conditions where the facility no longer operates at the design level established during the drainage plan review/approval process.

C. Credit Calculation. The amount to be credited shall be a fixed percentage reduction, based on the percentage of program costs directly related to managing surface water volumes. For water quantity migration, the formula is expressed mathematically as follows:

$$A = F \times 25\%$$

Where

A = The credit amount to be subtracted from the monthly fee;

F = The total monthly charge without credit;

For qualifying biofiltration, the formula is expressed mathematically as follows:

$$A = F \times 10\%$$

Where

A = The credit amount to be subtracted from the monthly fee; and

F = The total monthly charge without credit.

D. The following information may be required by the manager to determine eligibility for a service charge credit:

1. Approved drainage plan certified by a licensed and qualified professional;
  2. Calculation of the credit amount;
  3. Signature of the person responsible for the accuracy of the credit application material;
- and

4. Other information, as required by the manager, to determine that the property owner is willing and has the capacity to maintain the facility.

E. Service charge adjustments will only apply to the bill then due and payable, and bills subsequently issued. The property owner shall have the burden of proving that the service charge adjustment should be granted.

F. Decisions on requests for service charge adjustment shall be made by the manager based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when additional information is needed. The applicant shall be notified in writing of the manager's decision.

G. Decisions of the manager on requests for service charge adjustments shall be final unless appealed to city council within thirty days of the date of the decision. (Ord. 1864 §1(part), 2005).

#### 11.16.080 Stormwater or water quality rate discounts for extreme hardship.

A. Any household in the city with a combined total income falling below the federal poverty level shall be considered eligible to apply for a stormwater or water quality rate discount. Persons applying for a stormwater or water quality rate discount must be the person who receives the stormwater or water quality bill and the head of a household.

B. Any person desiring to receive the stormwater or water quality rate discount must submit an application to the city on forms to be provided by the city. Subsequent to initial qualifications for utility discount, any person must reapply on or before June fifteenth of each year thereafter. The city manager shall determine whether any applicant meets the qualifications and requirements for discount as set forth in this chapter.

C. The amount of stormwater or water quality rate discount for eligible persons, provided under this chapter, shall be equal to the percentage water rate discount for extreme hardship, as established in Section [13.16.030](#).

D. It is unlawful for any person to make, assist in making or to derive the benefits from any false application for discounts provided under this chapter. In addition to other penalties provided by law, the city shall be entitled to recover from any person or persons receiving the benefit of discounts as a result of any false statement made in any application the amount therefor, including interest at the rate of nine percent per year from the date such discounts were granted. (Ord. 1961 §7, 2012; Ord. 1864 §1(part), 2005).

#### 11.16.090 Use of funds.

A. Service charges collected under this chapter for the stormwater utility shall be deposited into the city of Central Point stormwater utility fund or funds to be used only for the purpose of paying all or any part of the cost and expense of maintaining and

operating stormwater control facilities, all or any part of the cost and expense of planning, designing, establishing, acquiring, developing, constructing, maintaining and improving the stormwater program and drainage facilities.

B. Service charges collected under this chapter for the water quality utility shall be deposited into the city of Central Point water quality utility fund. (Ord. 1961 §8, 2012; Ord. 1864 §1(part), 2005).

#### 11.16.100 Commencement of charges.

For new construction, service charges for either the stormwater utility or the water quality utility will commence with the issuance of a building permit, creation of an impervious surface area, or installation of a water meter, whichever comes first. For existing structures, service charges for the stormwater utility will commence on the effective date of the ordinance establishing this chapter and for the water quality utility on the effective date of the ordinance establishing the water quality utility. (Ord. 1961 §9, 2012; Ord. 1864 §1(part), 2005).

#### 11.16.110 Payment.

A. When the customer changes, service charges for the new customer begins when new customer information is received by the city. If notification of the change was not received by the city prior to the change in customer, the service charge shall begin with the next billing and the new customer may be billed retroactively, not to exceed one year.

B. If two or more persons are billed for service, they shall be jointly and individually liable and sent a single bill.

C. Stormwater service charges and water quality utility fee charges shall be paid within 30 days from the service period ending date on the regular bill.

D. Payments shall be applied as provided by CPMC 3.40.090.

E. Closing bills shall be computed within two weeks after the stormwater customer notifies the city that he or she is no longer the person responsible for the charge.

#### ~~11.16.110 Delinquent charges.~~

~~Delinquent accounts shall be treated in the same manner as delinquent water service accounts under Section [13.04.120](#). (Ord. 1864 §1(part), 2005).~~

#### 11.16.120 Delinquency.

**A. Stormwater service charges are delinquent if payment in full is not received by the city within 30 days from the service period ending date on the regular bill.**

**B. If a customer account for stormwater or water quality service charges is delinquent, the city may discontinue any city provided water service billed to that customer. The city will follow the procedures identified in CPMC 13.04.120.**

**C. The council may establish by resolution fees for extra services required in collecting delinquent customer accounts for user charges.**

**D. The city may refuse to restore water service to the premises until the delinquent charges and other costs incurred are paid.**

#### **11.16.130 Property Liens/Collections.**

**A. If the stormwater customer is also the owner of the property, service charges plus billing service charges, late payment charge, charge for collecting delinquent bills, damages, charges for costs incurred by the city for cleaning, repair, or replacement work caused by violation of this chapter, and any other stormwater and water quality charges incurred related to the property, shall be a lien against the property served from the date of delinquency. In the case of a closing bill where the property is being sold or transferred, the lien for the closing bill shall attach as of the day preceding the sale or transfer.**

**B. When a bill for stormwater or water quality service charges remains unpaid for 60 days, after it has been entered in the customer's billing record or other city stormwater record, and recorded in the city's lien docket, the city may refer the debt to collections. In the alternative, or if collection efforts fail, the lien may be foreclosed in any manner provided by ORS 223.505 to ORS 223.650, or as otherwise provided by law.**

#### **11.16.140 Tenant Accounts.**

**A. The city's claim against a tenant is transferred to the owner of the property when the city provides notice of the delinquent status to the tenant and mails a copy of the notice of delinquency by first class mail to the last address of the owner or owner's agent that is on file with the city, within 30 days from the time the payment is due on the account. The transferred claim shall be a lien against the property served from the date of the notice of delinquency is mailed to the owner of the property. The transfer does not relieve the tenant of the obligation to pay the claim.**

**B. The city may refuse to provide water service to a tenant if the tenant has a previous unpaid utility bill with the city unless the city and the tenant agree to a plan for repayment of unpaid utility bills.**

**C. The city will provide information to the owner or owner's agent regarding the status of a tenant's account upon request, within a reasonable amount of time. If a request is made verbally, the city shall provide the information verbally. If the city discloses information under this subsection, the city shall not be held responsible for the disclosure of information to a person who is not an owner or owner's agent.**

### **11.16.150 Recovery of Delinquent Charges.**

For those accounts where the city does not have the ability to collect stormwater charges in connection with or as part of the charge for another service or utility that can be curtailed to secure collection, the city may certify to the tax assessor of Jackson County the amount of any delinquent service charges, fees for collecting delinquent service charges, and billing service charges. When so certified, they shall be assessed against the premises served in the same manner as other taxes are certified, assessed, collected, and paid.

SECTION 3. A new Chapter 11.20 is hereby amended to the Central Point Municipal Code as follows.

## **Chapter 11.20 TRANSPORTATION UTILITY FEES**

Sections:

11.20.010 Purpose.

11.20.020 Applicability.

11.20.030 Definitions.

11.20.040 Rate structure.

11.20.050 Unit rate established.

11.20.060 Service charge adjustments and appeals.

11.20.070 Transportation utility fee discounts for extreme hardship.

11.20.080 Use of funds.

11.20.090 Commencement of charges.

~~11.20.100 Delinquent charges.~~

**11.20.100 Payment.**

**11.20.110 Delinquency.**

**11.20.120 Property liens/collections.**

### **11.20.130 Tenant accounts.**

#### **11.20.010 Purpose.**

It is the purpose of this chapter to provide for the recovery of the costs of maintaining and operating the city of Central Point transportation system. There is hereby created an account within the street fund known as the “transportation utility fee.” All fees and charges imposed herein shall be placed in said account for the purpose of paying expenses related to the replacement, repair, maintenance, operation, or administration of the transportation system. (Ord. 1910 §1(part), 2008).

#### **11.20.020 Applicability.**

The requirements of this chapter shall apply to all parcels of real property in the city of Central Point, including publicly and privately owned property. (Ord. 1910 §1(part), 2008).

#### **11.20.030 Definitions.**

“City” means the city of Central Point, Oregon, or as indicated by the context may mean any official, officer, employee or agency representing the city in the discharge of his or her duties.

“City roads” means all roads, public and private, excluding state and county roads, in the city of Central Point.

“Developed parcel” means a parcel of real property which has been altered by development coverage.

“Gross square footage” shall mean the calculated area of all structures, located on a site, measured along the exterior walls of such structures, including but not limited to enclosed courtyards, stairwells, and square footage on each level of multi-story structures, but not including fences and parking areas which are not enclosed within a building.

“ITE Manual” means the Institute of Transportation Engineering Trip Generation Manual.

“Manager” shall mean the city manager or his or her designee.

“Multifamily residence” shall mean a residential structure accommodating two or more dwelling units.

“Parcel” shall mean the smallest separately segregated unit or plot of land having an identified owner, boundaries, and surface area which constitutes a separate lot or tract capable of being conveyed without further subdivision.

“Residential land uses” shall mean ITE 200 series.

“Service charges” shall mean the amount owed after applying the appropriate rate to a particular parcel of real property based upon factors established by this chapter.

“Single-family residence” shall mean a residential structure accommodating one dwelling unit.

“Unit rate” means the dollar amount charged per adjusted average daily trip. There shall be a unit rate applied to residential land uses, identified as the residential unit rate, and a unit rate applied to all other land uses, identified as the commercial unit rate. (Ord. 1969 §1(part), 2013; Ord. 1910 §1(part), 2008).

#### 11.20.040 Rate structure.

A. Service charges for the transportation utility fee are hereby authorized and imposed, in amounts and on terms consistent with this chapter.

B. The rates and service charges shall be based on the service provided and the relative usage of the city transportation system for a given parcel. The estimated or measured trip generated will be used to determine the relative usage of the parcel. The rate shall be calculated by multiplying the unit rate by the assigned average daily trip estimate.

Average daily trip estimates shall be as follows:

1. Undeveloped Parcels. Undeveloped parcels shall not be charged.
2. City Roads. City roads shall not be charged.
3. All Other Developed Parcels. The monthly service charge for all other developed parcels, including publicly owned properties, shall be computed by multiplying the unit rate times the number of average daily trips applicable to the parcel, as delineated in Appendix A.<sup>1</sup> For all customer classes not identified in Appendix A, Average Daily Trips, shall be applied as specified in the ITE Manual. (Ord. 1910 §1(part), 2008).

#### 11.20.050 Unit rate established.

Rates shall be established by resolution of the city council in accordance to the provisions set forth in Section [11.20.040](#). (Ord. 1983 §1, 2014; Ord. 1910 §1(part), 2008).

#### 11.20.060 Service charge adjustments and appeals.

A. Any person billed for service charges may file a “Request for Service Charge Adjustment” with the manager within thirty days of the date of the bill. However, submittal of such a request does not extend the period of payment for the charge.



B. A request for service charge adjustment may be granted or approved by the manager only when one or more of the following conditions exist:

1. The amount charged is in error; or
2. The parcel is nonresidential and the actual trips generated by that parcel, as established by a licensed surveyor or engineer at the expense of the owner, would result in a trip generation total that is greater than or less than the applied average daily trip estimate used in determining the charge; or
3. The parcel exists in its natural unimproved condition and will remain in its natural unimproved condition with no allowable human activities or manmade improvements that would generate trips to or from the parcel.

C. Service charge adjustments will only apply to the bill then due and payable and bills subsequently issued. The property owner shall have the burden of proving that the service charge adjustment should be granted.

D. Decisions on requests for service charge adjustment shall be made by the manager based on information submitted by the applicant and by the city within thirty days of the adjustment request, except when additional information is needed. The applicant shall be notified in writing of the manager's decision.

E. Decisions of the manager on requests for service charge adjustments shall be final unless appealed to city council within thirty days of the date of the decision. (Ord. 1910 §1(part), 2008).

#### 11.20.070 Transportation utility fee discounts for extreme hardship.

A. Pursuant to Chapter [13.16](#), the annual income for extreme hardship must fall below one hundred fifty percent of the published federal poverty level in order to qualify for this discount.

B. Any person desiring to receive the transportation utility fee discount must submit an application to the city on forms to be provided by the city. Subsequent to initial qualifications for utility discount, any person must reapply on or before June fifteenth of each year thereafter. The city manager shall determine whether any applicant meets the qualifications and requirements for discount as set forth in this chapter.

C. The amount of transportation utility fee discount for eligible persons, provided under this chapter, shall be equal to the percentage water rate discount for extreme hardship, as established in Central Point Municipal Code Section [13.16.030](#).

D. It is unlawful for any person to make, assist in making or to derive the benefits from any false application for discounts provided under this chapter. In addition to other penalties provided by law, the city shall be entitled to recover from any person or persons

receiving the benefit of discounts as a result of any false statement made in any application the amount therefor, including interest at the rate of nine percent per year from the date such discounts were granted. (Ord. 1969 §1(part), 2013; Ord. 1910 §1(part), 2008).

#### 11.20.080 Use of funds.

Service charges collected under this chapter shall be deposited into the city of Central Point transportation utility fee account to be used only for the purpose of paying all or any part of the cost and expense of maintaining and operating the transportation system, all or any part of the cost and expense of planning, designing, establishing, acquiring, developing, constructing, maintaining and improving the transportation system. (Ord. 1910 §1(part), 2008).

#### 11.20.090 Commencement of charges.

For new construction, service charges will commence with the issuance of a building permit or installation of a water meter, whichever comes first. For existing structures, service charges will commence on the effective date of the ordinance codified in this chapter. (Ord. 1910 §1(part), 2008).

#### **~~11.20.100 Delinquent charges.~~**

~~Delinquent accounts shall be treated in the same manner as delinquent water service accounts under Section [13.04.120](#). (Ord. 1910 §1(part), 2008).~~

#### **11.20.100 Payment.**

**A. When the customer changes, service charges for the new customer begins when new customer information is received by the city. If notification of the change was not received by the city prior to the change in customer, the service charge shall begin with the next billing and the new customer may be billed retroactively, not to exceed one year.**

**B. If two or more persons are billed for service, they shall be jointly and individually liable and sent a single bill.**

**C. Transportation utility fee service charges shall be paid within 30 days from the service period ending date on the regular bill.**

**D. Payments shall be applied as provided by CPMC 3.40.090.**

**E. Closing bills shall be computed within two weeks after the transportation utility customer notifies the city that he or she is no longer the person responsible for the charge.**

### **11.20.110 Delinquency.**

- A. Transportation utility service charges are delinquent if payment in full is not received by the city within 30 days from the service period ending date on the regular bill.**
- B. If a customer account for transportation utility service charges is delinquent, the city may discontinue any city provided water service billed to that customer. The city will follow the procedures identified in CPMC 13.04.120.**
- C. The council may establish by resolution fees for extra services required in collecting delinquent customer accounts for user charges.**
- D. The city may refuse to restore water service to the premises until the delinquent charges and other costs incurred are paid.**

### **11.20.120 Property Liens/Collections.**

- A. If the transportation utility customer is also the owner of the property, service charges plus billing service charges, late payment charge, charge for collecting delinquent bills, damages, charges for costs incurred by the city caused by violation of this chapter, and any other transportation utility charges incurred related to the property, shall be a lien against the property served from the date of delinquency. In the case of a closing bill where the property is being sold or transferred, the lien for the closing bill shall attach as of the day preceding the sale or transfer.**
- B. When a bill for transportation utility service fee remains unpaid for 60 days after it has been entered in the customer's billing record or other city transportation utility record, and recorded in the city's lien docket, the city may refer the debt to collections. In the alternative, or if collection efforts fail, the lien may be foreclosed in any manner provided by ORS 223.505 to ORS 223.650, or as otherwise provided by law.**

### **11.20.130 Tenant Accounts.**

- A. The city's claim against a tenant is transferred to the owner of the property when the city provides notice of the delinquent status to the tenant and mails a copy of the notice of delinquency by first class mail to the last address of the owner or owner's agent that is on file with the city, within 30 days from the time the payment is due on the account. The transferred claim shall be a lien against the property served from the date of the notice of delinquency is mailed to the owner of the property. The transfer does not relieve the tenant of the obligation to pay the claim.**
- B. The city may refuse to provide water service to a tenant if the tenant has a previous unpaid utility bill with the city unless the city and the tenant agree to a plan for repayment of unpaid utility bills.**

**C. The city will provide information to the owner or owner's agent regarding the status of a tenant's account upon request, within a reasonable amount of time. If a request is made verbally, the city shall provide the information verbally. If the city discloses information under this subsection, the city shall not be held responsible for the disclosure of information to a person who is not an owner or owner's agent.**

SECTION 4. Chapter 13.04. Is hereby amended to the Central Point Municipal Code as follows.

## **Chapter 13.04 WATER RATES AND REGULATIONS**

Sections:

13.04.010 Water rates.

13.04.020 Water service deposits.

13.04.030 Water month designated.

13.04.040 Discontinuance of water use--Refunds.

13.04.050 Payment due date--Delinquent charges and reconnection fees for an existing water service.

13.04.060 Leak adjustments.

13.04.070 Dates redefined by finance director.

13.04.080 New water service connections--Fees.

13.04.090 Water connection outside city.

13.04.100 Separate buildings.

13.04.110 Water use from fire hydrants.

**13.04.115 Payment.**

13.04.120 Unpaid accounts--Termination of service.

**13.04.130 Property liens/collections.**

**13.04.140 Tenant accounts.**

**13.04.130 150 Water cut-off by city.**

**13.04.140 160 Authorization to adopt water curtailment plan.**

**13.04.150 170 Unlawful acts.**

**13.04.010 Water rates.**

A. Water rates, which are adopted by resolution, are based on a cost of service structure and are defined by the following categories: residential, commercial and standby, and irrigation. Special rate considerations are also established for Jackson County Expo, hardship discounts, and an outside city factor.

Water rates will generally include the following: a monthly fixed base charge, a fixed monthly repair and replacement fee, and usage rates based on consumption. Rates are also defined by meter size or number of residential units and water usage rates are based on an inclining scale.

B. Any amount of water used shall be paid for at the rate specified in the schedule above per one hundred cubic feet or fraction thereof.

C. The rate for use of water outside the city limits shall be two times the rate charged to users within the city.

D. Water rates and associated fees may be modified annually as deemed necessary by the city council.

E. All water connections will be billed a nonrefundable account maintenance fee set by resolution.

F. Water connections or reconnections made on regular work days between the hours of four-thirty p.m. and eight a.m., weekends, or holidays are considered after hours and will be assessed an additional fee set by resolution.

G. Water connection charges for bulk water drawn from fire hydrants will be charged according to the current rate schedule, adopted by resolution.

H. Standby water service or fire protection water service charges will be according to the water rate schedule adopted by resolution.

I. Accounts turned off for nonpayment will be assessed a fee, set by resolution, upon reconnection.

J. A fee set by resolution will be charged for all dishonored payments.

K. A water meter fee set by resolution will be charged for each meter.

L. A water tap fee set by resolution will be charged for each new connection from the meter to the city water line.

M. Fire line meters will be assessed a monthly fee based upon the current water rate resolution, with the smaller low flow meters charged for water consumption only. (Ord. 1970 §1, 2013; Ord. 1932 §1(part), 2010).

#### 13.04.020 Water service deposits.

Water service deposits are no longer required or collected. Previous to the writing of the ordinance codified in this title, all deposits collected were refunded as a credit back to the customer's account. (Ord. 1932 §1(part), 2010).

#### 13.04.030 Water month designated.

For purposes of computing water charges, a month shall be a period from the twentieth day of each month to the twentieth day of the succeeding month. Meter reading shall be done on or about the twentieth day of each month and done in such a manner to provide, as nearly as practical, twelve equal periods between readings. (Ord. 1932 §1(part), 2010).

#### 13.04.040 Discontinuance of water use--Refunds.

Any person desiring to discontinue the use of water shall give notice to the finance director, or his/her designee, of such intention. Any prepayment on account of such water service over and above the amount owing by such user shall be refunded to said user. If such refund is not claimed within one year, it shall be turned over to the State of Oregon Unclaimed Property Program with the Department of State Lands. (Ord. 1932 §1(part), 2010).

#### 13.04.050 Payment due date--Delinquent charges and reconnection fees for an existing water service.

A. All water use charges shall become due on the tenth day of the month following the meter reading date and, if unpaid, shall become past due on the eleventh day of the same month. A delinquent charge of five dollars shall be added to any water account balance of twenty dollars or more on the tenth day that the account is past due. Any account past due more than thirty days shall be notified of the city's intention to terminate service in accordance with Section [13.04.120](#). If water service has been discontinued due to nonpayment of water use charges, a fee will be charged in accordance with Section [13.04.010](#).

Reconnection requests will be accepted only at City Hall during regular business hours.

B. The finance director, or his/her designee, shall have the authority to allow, under special circumstances, a customer's water service to be temporarily activated without following the normal procedures described in this chapter. The aforementioned temporarily activated water service shall remain activated for no longer than ninety-six hours.

C. A fee in accordance with Section [13.04.120](#) will be charged for all dishonored payments. The finance director, or his/her designee, shall have the authority to immediately discontinue water service to any customer whose payment for reinstatement of water services has been dishonored. The finance director, or his/her designee, shall also have the authority to require future payments by said customer to be made by cash, money order, or certified check.

D. The finance director, or his/her designee, shall have the authority to allow customers to pay a delinquent account in regular, mutually agreed to, equal amounts. The finance director, or his/her designee, shall also have the authority to waive fees when deemed appropriate. Water customers requesting a payment plan or a waiver of fees may receive such benefits only one time in any one twelve-month period.

E. All outstanding fees and charges must be paid to the city finance department prior to reconnection of the water service.

**F. The council may set by resolution fees for extra services required in collecting delinquent customer accounts for water user charges.**

#### 13.04.060 Leak adjustments.

A. Residences with a probable water leak may apply for an adjustment to their water bill. The request for adjustment must meet the following criteria:

1. Application must be on a city-approved leak adjustment request application form;
2. The leak must be substantiated by the public works department;
3. The leak must be repaired within fifteen days of discovery by the water user or within fifteen days of notification to the city, whichever is sooner.

B. Leak adjustments are intended for water line leaks that cause an abnormally high monthly water bill. Adjustments will not be granted for improperly set irrigation systems, or excessive watering, or water lines broken as a result of negligence.

C. Satisfactory proof of repairs must be submitted with required application. Satisfactory proof of repairs must include:

1. A description of the repairs that were done;

2. A copy of the repair bill or receipts for necessary parts to complete the required repairs.

D. The city will assume no responsibility for costs associated with the repair.

E. Water bill adjustments caused by leaks will be for one-half of the total water consumption over and above the average consumption for that residence. The average consumption will be calculated by using the consumption for the same month's billing cycle as in the previous three years. In the event that three years of water consumption records are not available, the finance director, or his/her designee, will determine the average consumption based on the best information available.

F. Leak adjustments will be allowed once per year, per residence. Exceptions, due to extraordinary circumstances, to this rule may be authorized by the finance director or his/her designee. (Ord. 1932 §1(part), 2010).

#### 13.04.070 Dates redefined by finance director.

In order to promote efficiency within and among city departments, the finance director may, at his/her discretion, redefine the respective dates for meter reading, water use billing, payments due, delinquencies, and service discontinuance. (Ord. 1932 §1(part), 2010).

#### 13.04.080 New water service connections--Fees.

A. No connection shall be made with any water line of the city until a permit and payment of fees as required in this section has been completed.

B. Permits may be issued upon application to the building department administrator, or his/her designee, under the terms and conditions set forth in this section, provided water is available.

C. Applications for new connections shall include:

1. A legal description (tax map and tax lot) of the parcel of land proposed to be connected.
2. A plot plan of the property, drawn at an acceptable scale on an eight-and-one-half-inch by eleven-inch sheet of paper including all existing and proposed roads, driveways, sidewalks, buildings, other utilities (electric, phone, cable T.V., natural gas, etc.), and water meters.
3. Name, address, and phone number of the applicant.
4. Name, address, and phone number of the person to be billed for the water service.



D. No water connection permits will be issued to any person who has a thirty-day past due water bill, unpaid SDC, or any other unpaid bill due the city.

E. At the time of installation, ownership of the water meter shall revert to the city. As a condition of such connection, the city shall provide routine maintenance of the water meter thereafter.

F. It shall be the duty of the owner of the property being served by a water service to protect his/her water service connection, including water meter, meter box, angle meter valve, and all other associated water meter appurtenances, from damage. In the event of damage, the city public works department will make all necessary repairs. A bill for the cost of repairs will then be added to the property owner's next available water bill. Acts of God, natural disasters, and defective equipment shall be exempted from the property owner's responsibilities to protect his/her water service connection as described herein. The finance director, or his/her designee, shall have the authority, under special circumstances, to waive or adjust repair costs associated with damage to water service connections as described herein. (Ord. 1932 §1(part), 2010).

#### 13.04.090 Water connection outside city.

A. Requests for connection to the city's water system on properties lying outside the city limits shall be made by application on such form as provided by the city. Such application shall be forwarded to the public works director, who may approve or deny, with just cause, such requests.

B. If the public works director/designee approves the request, he/she shall cause the connection to be made. Upon approval of the permit, the person requesting the connection shall pay all applicable fees and charges as described in this title. (Ord. 1932 §1(part), 2010).

#### 13.04.100 Separate buildings.

Multiple water meters to a single building are discouraged, but under special circumstances multiple water meters to a single building may be allowed with written permission from the public works director or his/her designee. One water meter shall be allowed to serve one parcel for the purpose of providing water to the main dwelling and an accessory structure. (Ord. 1939 §1, 2010; Ord. 1932 §1(part), 2010).

#### 13.04.110 Water use from fire hydrants.

A. Any person, firm or organization desiring to use water from a city fire hydrant, other than personnel from any fire department, shall apply to the public works director at least five working days in advance of the date of the requested use.

B. The public works director, or his/her designee, may allow such a request in the absence of a conflict with the city's purposes; provided, that the applicant complies with the following conditions:

1. Agrees to the metering of said water use by the city.
2. Pays all fees and charges for a three-inch water meter as described in Section [13.04.010](#).
3. Pays the water bill in accordance with the payment schedule described in Section [13.04.050](#).
4. Is subject to termination of service for unpaid charges for water service as described in Section [13.04.120](#).
5. Does not have an outstanding unpaid bill for fees or charges associated with water use in the city of Central Point.
6. Agrees to reimburse the city for all incurred costs associated with any damage to city-owned equipment caused as a result of taking water.

C. Upon issuance of the permit to take water from a city fire hydrant, the public works director, or his/her designee, will assign a fire hydrant to be used by the permittee and attach thereto, with chain and lock, an approved hydrant meter and backflow prevention assembly.

D. Personnel from any fire department, using water from a city fire hydrant, shall report such usage to the public works director, or his/her designee, within five days following the date of such usage, together with an estimate of the amount of water used. (Ord. 1932 §1(part), 2010).

### **13.04.115 Payment.**

**A. Payments shall be applied as provided by CPMC 3.40.090.**

**B. The initial customer shall pay water services charges from the date the meter is installed, turned on, and available for use.**

**C. When the customer changes, user charges for the new customer begins when new customer information is received by the city. If notification of the change was not received by the city prior to the change in customer, the user charge shall begin with the next billing and the new customer may be billed retroactively, not to exceed one year.**

**D. If two or more persons are billed for service, they shall be jointly and individually liable and sent a single bill.**

#### 13.04.120 Unpaid accounts--Termination of service.

**A. The city may discontinue any city provided water service billed to the customer in the following circumstances:**

- 1. In the event of unpaid charges for water service, repair bills, connecting service or reconnecting service, where the customer fails to pay the amounts and penalties due and owing within seven (7) days from the date a turn-off notice is mailed,**
- 2. if any other charges or assessments that the Central Point Municipal Code authorizes collection by discontinuation of water service are delinquent and not paid with seven (7) days from the date a turn-off notice is mailed, or**
- 3. if any other charges or assessments due the City of Central Point by contract for which such contract authorizes collection by discontinuation of water service are delinquent and not paid within seven (7) days from the date a turn-off notice is mailed.**

**B. The city may terminate service to the account premises in accordance with this section. In the event the city intends to terminate service as provided in subsection A herein, ~~because of an unpaid account~~, the following procedure shall be followed:**

- 1. A notice shall be sent to the owner of the property at the address of record and to the customer at the address to which billings have been mailed. However, if any addresses are the same, only one notice need be sent to that address.**
- 2. The notice shall state the city's intention to terminate service seven (7) calendar days after the date of the mailing of the notice, and shall also contain the following language: "If you feel that there is a mistake on the bill or if you wish to dispute the amount of the bill, or you wish to dispute the termination of service, you may do so at Central Point City Hall during designated office hours prior to the expiration of seven calendar days from the date of the mailing of this notice."**
- 3. In the event a customer disagrees with the intended termination of service, the finance director or his/her designee shall provide an opportunity for the customer to be heard in a conference prior to the termination of service.**
- 4. The finance director or his/her designee shall, after the passage of seven calendar days from the date of the mailing of said notice, or following the conference referred to above if one is requested and attended, or following the date scheduled for the conference if one is requested and the customer fails to attend, have the authority to terminate service upon a finding that the charges have been accurately stated and have remained unpaid for a period of more than thirty days after the earliest of the charges was billed.**

**5. If water service for a multi-tenant building is in the owner's name and the water user charges are delinquent the city shall also mail or deliver a turn-off notice to each tenant prior to discontinuance of service. The city will charge the owner for each notice.**

**6. The turn-off notice is considered delivered at the close of business on the date actually delivered or, in the case of mailing, the close of business on the third business day from the date of mailing, including the date of mailing.**

**7. The council may set by resolution a fee for providing the turn-off notices and for discontinuation of service.**

**8. The city shall not be liable for any damage resulting from discontinuation of service.**

**C. Subject to subsection D herein, the customer owing the water bill shall pay all charges or correct all violations before the city will restore water service.**

**D. The finance director may restore water service to a delinquent account upon the acceptance of a plan approved by the finance director for the payment of delinquent amounts.**

#### **13.04.130 Property Liens/Collections.**

**A. If the water customer is the owner of the property, water user charges, plus billing service charges, late payment charge, charge for collecting delinquent bills, damages and any other water charges incurred relating to the property shall be a lien against the property served from the date of delinquency. In the case of a closing bill where the property is being sold or transferred the lien for the closing bill shall attach as of the day preceding the sale or transfer.**

**B. When a bill for water service remains unpaid for 60 days after it has been entered in the customer's billing record or other city water record, and recorded in the city's lien docket, the city may refer the debt to collections. In the alternative, or if collection efforts fail, the lien may be foreclosed in any manner provided by ORS 223.505 to ORS 223.650, or as otherwise provided by law.**

#### **13.04.140 Tenant Accounts.**

**A. The city's claim against a tenant is transferred to the owner of the property when the city provides notice of the delinquent status to the tenant and mails a copy of the notice of delinquency by first class mail to the last address of the owner or owner's agent that is on file with the city, within 30 days from the time the payment is due on the account. The transferred claim shall be a lien against the property served from the date the notice of delinquent status is mailed to the owner of the property. The transfer does not relieve the tenant of the obligation to pay the claim.**

**B. The city may refuse to provide water service to a tenant if the tenant has a previous unpaid utility bill with the city unless the city and the customer agree to a plan for repayment of unpaid utility bills.**

**C. The city will provide information to the owner or owner's agent regarding the status of a tenant's account upon request, within a reasonable amount of time. If a request is made verbally, the city shall provide the information verbally. If the city discloses information under this subsection, the city shall not be held responsible for the disclosure of information to a person who is not an owner or owner's agent.**

#### **13.04.430150** Water cut-off by city.

The city shall attempt to notify customers in the event that water service needs to be temporarily curtailed. However, water may at any time be shut off from the mains without notice for repair, extensions or other necessary purposes, and the city shall in no instance be held liable or responsible for any damages caused thereby. Where the city intends to voluntarily cut off water service at a planned future time and where such cut-off is under such circumstances as to permit notice to be given, the public works director, or his/her designee, shall cause notice of said cut-off to be delivered to the water customers affected thereby, either by direct contact, by telephone, by mail, by email, or by publication of notice in a newspaper of local circulation. (Ord. 1932 §1(part), 2010).

#### **13.04.440160** Authorization to adopt water curtailment plan.

In the event of an emergency, the city council may, by resolution, adopt a water curtailment plan to be effective in the city whenever enacted pursuant to the terms of such plan. Such water curtailment plan may be amended by resolution from time to time, as necessary. (Ord. 1932 §1(part), 2010).

#### **13.04.450170** Unlawful acts.

A. It is unlawful for any person, other than an official representative of the city, to do any of the following:

1. Reconnect any water service after the same has been disconnected by the city for nonpayment of service charges or any other reason;
2. Disconnect or remove any lock or locking device placed on the meter by the city intended to prevent the use of water;
3. Connect any water service without first filing an application for connection to the city water system and paying all associated fees and charges required for said connection;
4. Connect any water service after application thereof has been denied for good and sufficient reason;

5. Allow a water meter to become inaccessible so that it cannot be serviced by the city.

B. It is also unlawful for any person to do any of the following:

1. Verbally or physically harm or threaten any city employee in the act of completing his/her job.

2. Attempt, in any way, to prevent the city from reading or servicing a water meter.

3. Impede any city employee from performing his/her job. (Ord. 1932 §1(part), 2010).

SECTION 5. A New Chapter 3.40 Is hereby added to the Central Point Municipal Code as follows.

### **3.40 LIENS AND COLLECTIONS**

#### **Sections:**

**3.40.010 Interest for Financing; Late Payment Charge on Receivables.**

**3.40.020 Attorney Fees and Collection Costs.**

**3.40.030 Liens.**

**3.40.040 Refunds and Accounts Payable.**

**3.40.050 Release of Lien.**

**3.40.060 Form of Payment.**

**3.40.070 Collection.**

**3.40.080 Adjustment of Accounts.**

**3.40.090 Crediting of Utility Payments.**

**3.40.100 Issuance of Permits, Licenses and Other Approvals.**

**3.40.200 Financing/Deferral of System Development Charges and Facility Charges.**

**3.40.210 Audit of Books, Records or Persons.**

#### **3.40.010 Interest for Financing; Late Payment Charge on Receivables.**

**A. The council, by resolution, may set a rate to be applied to all receivables owed the city as a late payment charge. The late payment charge shall be added to any lien for the receivable. Unless otherwise provided, the late payment charge will be compounded monthly and shall accrue from the date of the invoice if not paid by the date due.**

**B. The finance director may set interest rates to be applied to finance agreements offered by the city.**

#### **3.40.020 Attorney Fees and Collection Costs.**

In addition to a late payment charge, the actual cost of collection, including attorney fees, may be charged to each receivable account. The council, by resolution, may establish a charge in lieu of actual collection costs to be applied to all delinquent accounts. The collection cost or charge shall be added to any lien for the receivable.

### **3.40.030 Liens.**

**A. There shall be an on-line electronic medium to be known as *Conduits* by which the lien dockets of the City of Central Point can be accessed.**

**B. The city may, by ordinance, authorize the finance director to create a lien by recording the lien in a lien docket.**

**C. The finance director shall record in the city's lien dockets:**

**1. All liens on real property in favor of the city, including but not limited to, liens for:**

- (i) assessments for local improvements,**
- (ii) assessments for financing agreements,**
- (iii) system development charges,**
- (iv) facility charges,**
- (v) delinquent utility bills,**
- (vi) civil penalties, and**
- (vii) nuisance abatements.**

**2. All releases satisfactions, assignments, apportionments, amendments and modifications of liens recorded in a lien docket. No transfer or assignment of any certificate of purchase of real property sold under ORS 223.505 to 223.590 is valid unless the recorder has noted an entry of such transfer or assignment in the appropriate lien docket.**

**3. Documents that provide notice regarding potential obligations of property including, but not limited to, reimbursement agreements, reimbursement district resolutions, agreements relating to future obligations to build or fund public improvements, and private stormwater operations and maintenance agreements. The recording of such documents shall not create a lien. The document and the lien docket shall prominently state "NOTICE OF POTENTIAL OBLIGATION."**

**4. Such other documents required or permitted by law to be recorded, filed, or noted in a lien docket maintained by the city.**

**D. In addition to recording liens and notices in a lien docket, the finance director may record the lien in the Jackson County deed records. The informational recording shall include a clear statement of the purpose of the recording and a reference to how the city's lien docket can be accessed.**

**E. Each lien record recorded in a lien docket shall consist of:**

- 1. the effective date of recording,**
- 2. a reference to the location of source documents or files,**
- 3. a description of the real property affected by the recording including the county “R” number, state identification number and a description meeting the requirements of ORS 93.600,**
- 4. the lien account number or other account identifier,**
- 5. the amount of the original lien or obligation, and**
- 6. the current amount of principal balance.**

**F. Each lien record for the purpose of an assessment for local improvements shall also include the name or number of the local improvement, a description of each lot or parcel of land or other property against which the final assessment is made, or which bears or is chargeable for a portion of the actual cost of the local improvement, with the name of the owner and the amount of the unpaid final assessment.**

**G. Payments of installments, interest, penalties, and late payment charges for assessments for local improvements shall be noted in the lien docket as they are received, with the date of payment. The payments so made and entered shall discharge the lien to the amount of the payment and from the date of the payment.**

**H. If the lien record was previously recorded in one of the indices maintained by the County Clerk under ORS Chapter 205, in addition to the information above the lien record shall include the original recording date and a reference to the location of the original recording.**

**I. Each lien record shall be a lien in favor of the city against each lot or parcel of land or other property identified, until paid, for the following:**

- 1. for the amounts of the unpaid principal amount docketed, with interest at the rate determined by the city; and**
- 2. for any additional penalties or collection charges imposed by the city with respect to any amounts that are not paid when due.**

**J. Unless otherwise provided in this code, when a lien remains unpaid for 60 days after it has been recorded in the city’s lien docket, the lien may be foreclosed in any manner provided by ORS 223.505 to 223.650 or as otherwise provided by law.**

#### **3.40.040 Refunds and Accounts Payable.**

**Except for fees collected pursuant to the Oregon Structural Specialty Codes, any account payable or refund of money held by the city but that is owed to a person with a delinquent city account, shall be applied to the delinquent account. If the delinquent account is in dispute, the account payable or refund shall be held until the dispute is resolved.**



#### **3.40.050 Release of Lien.**

**The city shall collect an administrative fee, as set by council resolution, for the release of any lien issued by the city.**

#### **3.40.060 Form of Payment.**

**In the discretion of the finance director, any payment may be required to be made by money order, cashier's check or similarly secure form of payment.**

#### **3.40.070 Collection.**

**A. Any tax, fee, or service charge required to be paid by any person to the city, or collected by a person and paid to the city, under the provisions of the Central Point Municipal Code, finance agreement, assessment or otherwise, shall be deemed a debt owed by the person to the city.**

**B. In addition to any other collection method, any charge due to the city that is not paid when due may be recovered by sending the account to a collection agency.**

**C. Any person owing money to the city under the provisions of city codes, assessments, or finance agreement with the city shall be liable to an action brought in the name of the City of Central Point for the recovery of such amount.**

#### **3.40.080 Adjustment of Accounts.**

**The finance director may write off accounts receivable balances if in the best interest of the city and may write off credit balances, unless the customer requests otherwise, if the cost of making the refund would exceed the amount of the credit balance.**

#### **3.40.090 Crediting of Utility Payments.**

**Payment for utility bills shall be applied in the following order: any late payment charge, any collection cost charge, charges pursuant to council resolution, stormwater and water quality user charges in the order incurred, water user charges in the order incurred, and transportation fee charges in the order incurred.**

#### **3.40.100 Issuance of Permits, Licenses and Other Approvals.**

**In addition to any other collection method, if an applicant, or any person or firm affiliated with the applicant, seeking a permit, license or other approval from the city has any charge due to the city that is not paid when due, the finance director may withhold the issuance until such time as the past due amount is paid. This**

**section shall not apply to approvals pursuant to the Oregon Structural Specialty Codes.**

SECTION 4. Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 5. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 1-4) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

**PASSED** by the Council and signed by me in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_ 2016.

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

ATTEST:

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

# **Resolution**

## **Adoption of CP-3**



**STAFF REPORT**

August 11, 2016

**AGENDA ITEM: File No. 15030**

Consideration of a Conceptual Land Use and Transportation Plan for Urban Reserve Area CP-3. **Applicant:** City of Central Point.

**STAFF SOURCE:**

Tom Humphrey AICP, Community Development Director

**BACKGROUND:**

The City's Regional Plan Element includes a provision that prior to expansion of the urban growth boundary into an urban reserve area it is necessary to adopt conceptual land use and transportation plans for the affected urban reserve. The City received a request to add Urban Reserve Area CP-3 to the City's UGB for additional job creation. The City Council responded to this request by passing a Resolution of Intent to initiate a UGB Amendment which resulted in the development of this Conceptual Plan.

City staff conducted a preliminary discussion with the Planning Commission last November to create a concept plan that reflects local land use expectations and remedies for traffic congestion that the land uses may generate. The Commission and the Citizen's Advisory Committee each participated in a planning 'charrette' and conducted independent public hearings to come up with land use and transportation scenarios for the concept plan. Staff disseminated the East Pine Street Area Concept Plan to various agencies for comment and also made presentations to the MPO PAC, the MPO TAC, the MPO Policy Committee and local area planning professionals. The conclusions from these presentations and meetings are summarized in this final version of East Pine Street Area Concept Plan (Attachment "A"). The Planning Commission expressed its support for land use designations that expand the Eastside TOD and a circulation plan that moves traffic further away from the Peninger/Pine Street intersection. The City received a letter from the RVMPO (Attachment "B") with whom we have collaborated.

**ISSUES:**

The City agreed to an employment/open space split in the Regional Plan (42% and 58% respectively). Of the 36 acres in CP-3 there are 14.5 acres that can be considered for employment under the Regional Plan and 20 acres for open space. It appears that the City should advocate for 1.88 acres of residential land use given the existence of multi-and single-family homes between Gebhard Road and Bear Creek. The best time to do this is probably during the first review of the Regional Plan. Until then, staff is recommending that the residential acreage be removed from consideration, thereby reducing the total area of the URA to 34 acres and ultimately satisfying the percentages to which the City agreed.

The various land use and transportation scenarios considered by the Planning Commission and affected agencies have been reduced from five (5) to two (2) and these are reflected in Attachment A. The original idea of expanding the Eastside TOD and using the General Commercial land use category has been abandoned in favor of the more conventional Thoroughfare Commercial designation and C-5 zoning. This still allows for a light manufacturing option and also the less restrictive use of signage near the freeway. The circulation plans are similar in that they both envision a bridge and the extension of Beebe Road to the west but they differ in their connection to the Pine Street intersection. The City Council is free to identify a preferred option between the two. Jackson County Roads has stated that they can make either option work and that they prefer a Beebe Road connection that is more distant from the Peninger/Pine Street intersection.

The MPO Policy Committee letter expresses its support of the City's Concept Plan and performance measure findings. The Committee finds that the plan *creates no barrier to inter-jurisdictional connectivity and is consistent* with the Regional Plan.

**EXHIBITS/ATTACHMENTS:**

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Attachment "A" – East Pine Street Area Concept Plan (CP-3)

Attachment "B" – RVMPO Letter of Affirmation and Collaboration, dated June 28, 2016

Attachment "C" – Resolution No. \_\_\_\_ A Resolution Approving a Conceptual Land Use And Transportation Plan for CP-3, An Urban Area of the City of Central Point, Oregon

**ACTION:**

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Consider Resolution No.\_\_\_\_ adopting East Pine Street Area Concept Plan CP-3 per Attachment "A".

**RECOMMENDATION:**

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Approve Resolution No.\_\_\_\_ adopting East Pine Street Concept Plan CP-3 per Attachment "A".

# **EAST PINE STREET AREA CONCEPT PLAN**

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***A CONCEPTUAL LAND USE AND  
TRANSPORTATION PLAN FOR***

***CP-3***

***AN URBAN RESERVE AREA OF THE CITY OF  
CENTRAL POINT***

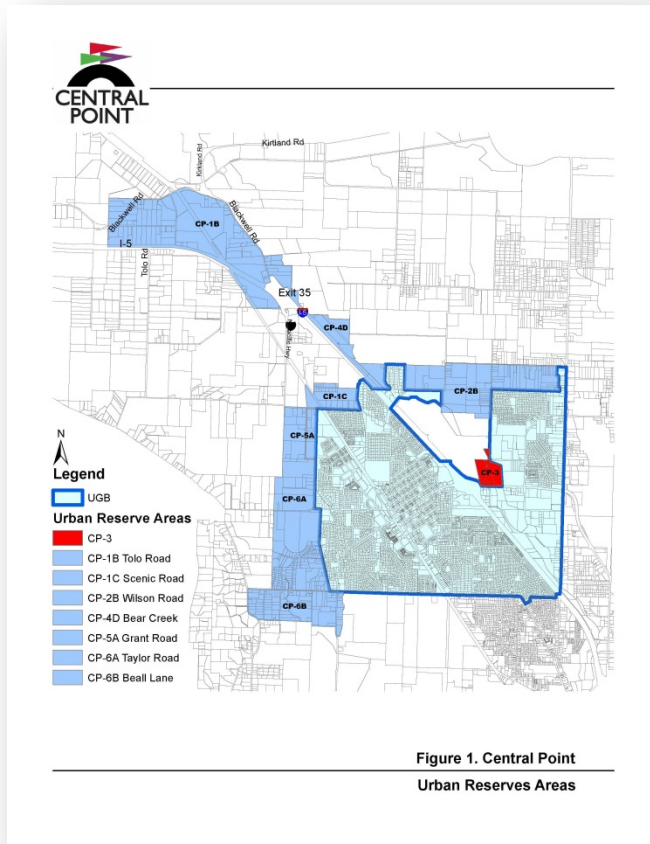
City of Central Point

Adopted by City Council Resolution No.\_\_\_\_, August 11, 2016

# ATTACHMENT “A”

## PART 1. INTRODUCTION

As part of the Regional Plan Element<sup>1</sup> it is required that the City prepare and adopt for each of its eight (8) Urban Reserve Areas (URAs) a Conceptual Land Use Plan<sup>2</sup> and a Conceptual Transportation Plan<sup>3</sup> prior to or in conjunction with an Urban Growth Boundary (UGB) amendment within a given URA. This document addresses both conceptual plans, which are collectively referred to as the *CP-3 Concept Plan* (*‘Concept Plan’*). Figure 1 illustrates CP-3’s relationship to the City and the other URAs.



As used in this report the term ‘concept plan’ refers to a document setting forth a written and illustrated set of general actions designed to achieve a desired goal that will be further refined over time as the planning process moves from the general (concept plan) to specific site development. In the case of CP-3, the goal to be achieved is a first generation refinement of how the land use distributions and applicable performance indicators of the Greater Bear Creek Valley Regional Plan (GBCVRP) will be applied.

The concept plan is a general land use guide prepared in accordance with, and intended to facilitate implementation of the Regional Plan Element. It does not address compliance with the Oregon Statewide Land Use Planning Goals, applicability of land use planning law, or comprehensive plan compliance.

<sup>1</sup> City of Central Point Ordinance 1964

<sup>2</sup> City of Central Point Comprehensive Plan, Regional Plan Element, Section 4.1 Performance Indicators, subsection 4.1.7

<sup>3</sup> City of Central Point Comprehensive Plan, Regional Plan Element, Section 4.1 Performance Indicators, subsection 4.1.8

## ATTACHMENT “A”

These items will be appropriately addressed at some other time as the area’s planning proceeds through UGB amendment, annexation, zoning, site plan approval, and ultimately development, with each step being guided by the *Concept Plan*.

The *Concept Plan* illustrates the City’s basic development program for CP-3; which is presented in Part 2 of this document. The remainder of the document (Part 3) is dedicated to providing background information used in preparation of the *Concept Plan*, including findings of compliance with the land use distribution and applicable Performance Indicators in the City’s Regional Plan Element.

In summary the *Concept Plan* has been prepared in accordance with the Regional Plan Element and Greater Bear Creek Valley Regional Plan including all applicable performance indicators set forth in these documents. The development concept for CP-3 compliments and supports local and regional objectives relative to land use distribution and needed transportation corridors identified in the *Greater Bear Creek Valley Regional Plan*.

### **PART 2. THE CONCEPT PLAN**

The long-term objective for CP-3 is that it will develop in uses that are complimentary to those in the immediate area such as Bear Creek Greenway, open space and *tourist commercial* uses. The URA’s proximity to the I-5 interchange, Bear Creek and the Jackson County Expo both restrict and invite active and passive uses. The small portion (1.88 ac) on the east side of Bear Creek is residential, is an exception to the Regional Plan allocations and seems better suited to the City’s residential zoning east of Gebhard Road. The Concept Plan is comprised of two elements:

#### **a. The Conceptual Land Use Plan (‘Land Use Plan’)**

The primary objective of the Land Use Plan is to refine the land use categories and spatial distribution of those categories throughout CP-3. This is necessary because the Regional Plan Element only addresses land use in terms of general land use types, i.e. residential, employment, etc., and percentage distribution of the land use.

The Regional Plan Element distributes land uses within CP-3 into two basic land use classifications; employment (42%) and Open Space/Parks (58%). Employment land includes three categories: retail, industrial, and public. The Land Use Plan for CP-3 refines these allocations by aligning them with the appropriate Comprehensive Plan Land Use and Zoning designations in the City’s Comprehensive Plan. Those designations are illustrated in Figure 2, and tabulated in Table 1 as follows:



## ATTACHMENT “A”

- i. **Industrial.** The Comprehensive Plan’s industrial designation is intended to ‘establish a strong and diversified sector’ and to ‘maximize new development opportunities’. Land Use is broken down into a new industrial category that was used in another URA.
  - Business Park (Business Offices and Service Commercial) which is compatible with and closely related to uses permitted in the City’s M-1 and M-2 zoning but is developed independent of those zones.
- ii. **Commercial.** The Comprehensive Plan’s commercial designation in this case is intended to meet the needs of the traveling public and local entrepreneurs. However, an East Side Transit Oriented Development (TOD) Commercial designation can also be assigned given the URA’s proximity to mixed use zoning.
  - Tourist and Office Professional District, intended to provide for the development of concentrated tourist commercial and entertainment facilities to serve both local residents and traveling public and also for the development of compatible professional office facilities;
  - General Commercial (TOD-GC), Commercial and industrial uses are primarily intended for this district. Activities which are oriented and complementary to pedestrian travel and transit are also encouraged.
- iii. **Public.** Parks and Open Space designation is consistent with the Regional Plan Element and allows for the continued use and improvement of the Bear Creek Greenway system, natural drainage and agricultural buffers. It also provides opportunities for passive recreational/open space use.

**Table 1 Proposed Land Use Zoning by Acreage**

Township/Range/ Section	Acreage	Future Zoning	Future Comp Plan	Current Ownership
362W02	1.88 (delete)	undetermined	Residential	Private
362W02D	14.45	C-5	Commercial	Private
362W02D	19.67	Bear Creek Greenway	Public/Open Space	Private/Public
<b>TOTAL ACRES</b>	<b>34.12</b>			

### b. The Conceptual Transportation Plan (‘Transportation Plan’)

The regionally significant transportation documents affecting CP-3 are Interstate 5 (I-5), Interchange Area Management Plan (IAMP-33) and the

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Bear Creek Greenway Management Plan. The *Concept Plan* identifies these plans (Figure 2, CP-3 Concept Plan) and includes policies that encourage the thoughtful development of the interchange and surrounding properties.

### c. Implementation Guidelines

The following guidelines are intended to serve as future action items:

**Policy CP-3.1 Land Use:** At time of inclusion in the City’s urban growth boundary (UGB) the property will be shown on the City’s General Land Use Plan Map as illustrated in the CP-3 Concept Plan, Figure 2 except where the concept plan depicts a designation that does not currently exist in the City’s Comprehensive Plan. In such cases, the City may apply a designation it deems appropriate under its current map designations.

**Policy CP-3.2 Transportation:** At time of inclusion in the City’s urban growth boundary (UGB) the local street network plan, road alignments and transportation improvements identified in various state plans will be included in the City’s Transportation System’s Plan (TSP) as illustrated in the CP-3 Concept Plan, Figure 2, where feasible. The City has adopted IAMP 33 as a Comprehensive Plan amendment.

**Policy CP-3.3 Adjacent Transit Oriented Development (TOD) district land uses:** CP-3’s proximity to the Eastside TOD allows the City to consider both TOD and conventional land use designations. The TOD Commercial designation is more generous in accommodating a variety of employment options including retail and service commercial uses and light manufacturing. The TOD designation is a valid consideration at time of UGB expansion however the consensus is considered consistent with the CP-3 Concept Plan.

**Policy CP-3.4: Committed Residential Density:** Land designated for residential use was not originally contemplated for CP-3 but land owner participation in other adjacent land use concept proposals suggest it is better to preserve their land for residential use rather than change it to either Open Space/Park designations or employment designations. In order to be consistent with the Regional Plan which designates land use in only two categories, the county zoned residential land east of Bear Creek (approx. 1.88 acres) will remain undesignated in the Conceptual Plan at this time. It may be reconsidered when the first Regional Plan review cycle occurs.

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### **Policy CP-3.5 Forest/Gibbon Acres Unincorporated Containment**

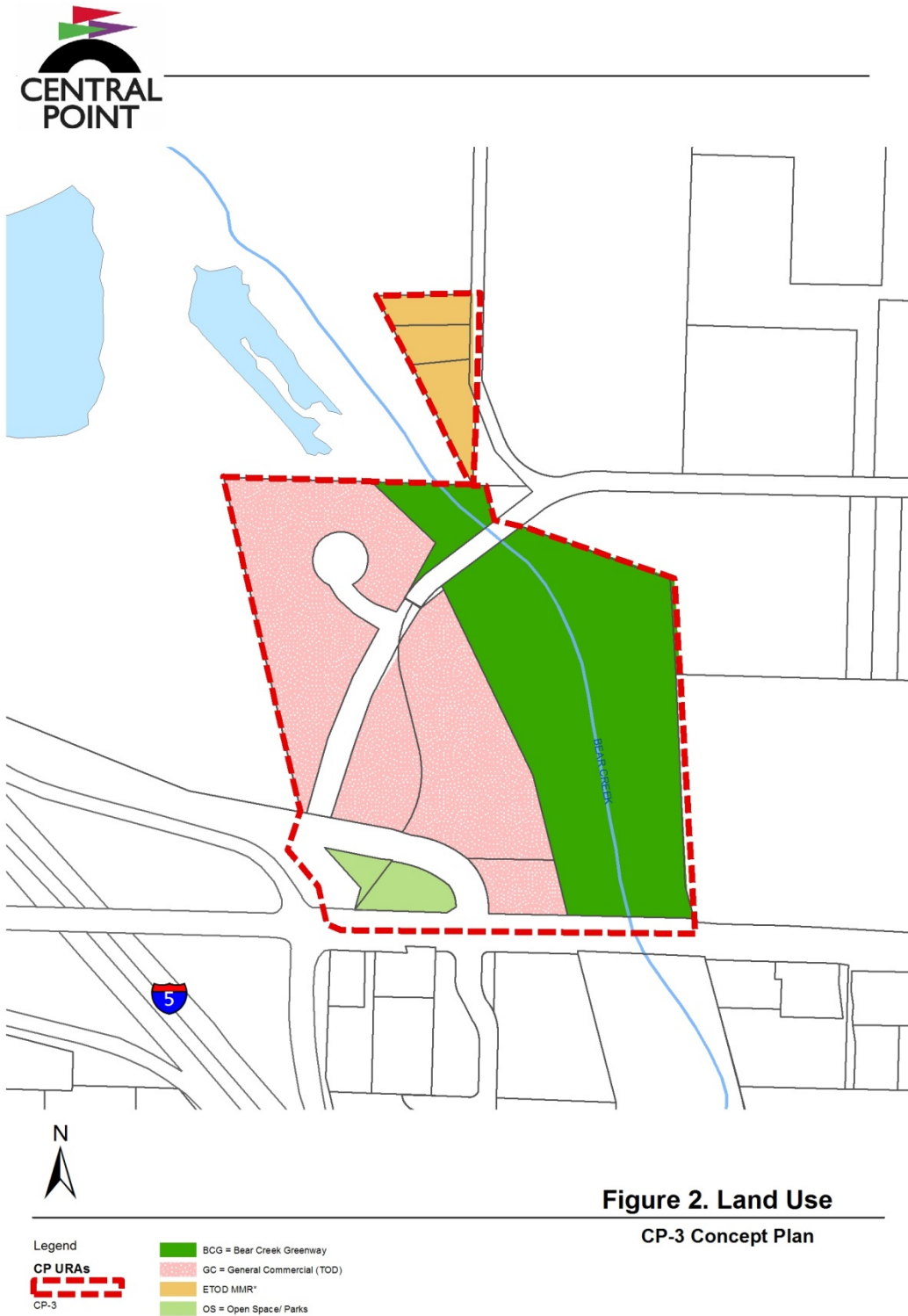
**Boundary:** Prior to expansion of the City’s UGB the City and Jackson County will have adopted an agreement (Area of Mutual Planning Concern) for the management of Forest/Gibbon Acres.

**Policy CP-3.6 Agricultural Mitigation/Buffering:** At time of UGB Expansion into CP-3, the City and County will coordinate with RRVID to identify, evaluate and prepare potential mitigation. At the time of annexation the City will implement agricultural buffers in accordance with the City’s Zoning Ordinance, Section 17.71 Agricultural Mitigation.

**Policy CP-3.7 Traffic Mitigation:** At time of UGB inclusion the City will follow access management standards from its TSP and the Interchange Area Management Plan (IAMP) for property on Peninger Road. Where necessary, cross-access easements and an internal street network will be required at time of development.

**Policy CP-3.8 Bear Creek Greenway Enhancements:** Access to the Greenway from employment-based land uses is desirable and should be facilitated as part of site development for both Open Space/Park designations and for employment designations. At such time as the property from which the Greenway is currently accessed redevelops, an alternative recreational access shall be incorporated as part of the land development process.

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**Figure 2. Land Use**

CP-3 Concept Plan

Legend

CP URAs

CP-3

BCG = Bear Creek Greenway  
GC = General Commercial (TO U)  
OS = Open Space/Parks

Document Name: CP-3 Land Use



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**Figure 3. Aerial Map  
CP-3 Concept Plan**

## PART 3. SUPPORT FINDINGS

The findings present in this section provide both background information and address the Regional Plan Element’s Performance Indicators.

### a. Current Land Use Characteristics

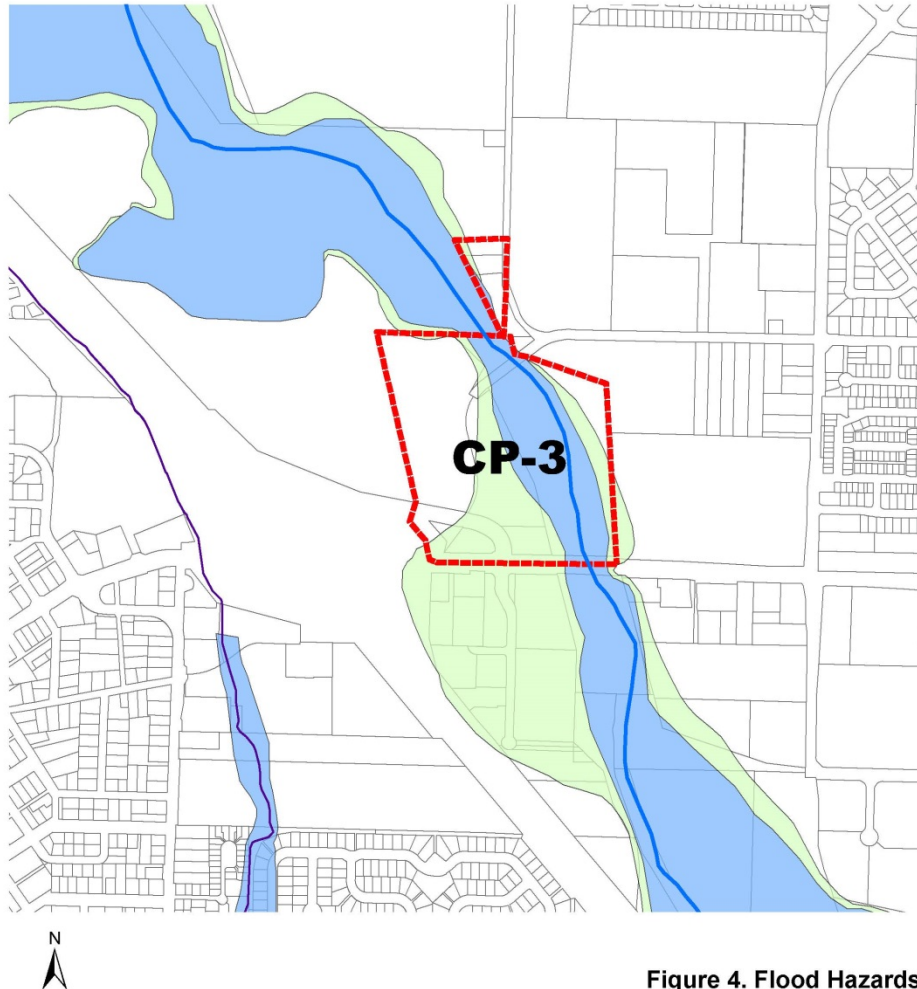
This section describes the general character of CP-3 in its current condition.

**Natural Landscape:** CP-3 is traversed by Bear Creek which bisects the URA from the northwest to the southeast. Environmentally sensitive land straddles the creek on the east and west. Topographically, the land in CP-3 rises 10 to 15 feet from Bear Creek which runs through the URA.

In spite of the creek and wetlands present in the URA, a significant percentage of two tax lots are subject to the flood hazards as shown in Figure 4. Those areas that are subject to flood zones will be required to perform mitigation if developed in land use other than Greenway or Open Space. The County’s land use designation of Aggregate Resource (AR) undoubtedly anticipated mining and gravel extraction.

**Cultural Landscape:** CP-3 is principally oriented to Bear Creek and the Interstate-5 (I-5) interchange. Aggregate quarries operate south of the boundaries of CP-3. Limited farming is done east of Bear Creek but the area is all within the Central Point Urban Growth Boundary.

Jackson County Expo property is located to the northeast of the URA and none of the County property is part of a future URA. Future Expo development is guided by a master plan and the land uses within CP-3 could support activities at the fairgrounds (i.e. hotels/motels, restaurants, etc.).



**Figure 4. Flood Hazards**

**CP-3 Concept Plan**

Legend	Flood Zones
CP-3	A Zone (100 yr)
	X Shaded (500 yr)



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### **b. Current Land Use Designations & Zoning**

Jackson County zoning acknowledges the unique geographic features of CP-3 by designating land for both General Industrial and Interchange Commercial uses. The area’s proximity to the interstate and the railroad justified these land use designations originally and they are expanded in the Greater Bear Creek Valley Regional Plan under the general category of Employment land. The land uses in the County’s plan are as shown in Figure 5.



Legend



Jackson Co Zoning  
County Zoning  
AR  
EFU

RR-2.5  
RR-5  
UR-1

Figure 5. Zoning

CP - 3 Concept Plan

A comparison of the existing and proposed land uses are reflected in Table 2.

Table 2 Current and Proposed Zoning

Assessors No.	Acreage	County Zoning	City Zoning	City Comp Plan
	1.88 (delete)	RR-5	<i>Undetermined</i>	TOD
	14.45	AR	C-5	General Commercial
	19.67	AR	<i>BCG</i>	
<b>TOTAL ACRES</b>	<b>34.12</b>			

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The proposed city zoning will be exclusively employment based in keeping with the Regional Plan.

### c. Existing Infrastructure

#### ***Water***

Currently, public water service is available to CP-3 from Beebe Road and E Pine Street.

#### ***Sanitary Sewer***

CP-3 is in the RVSS service area and there is a trunk line that runs north and south through the Bear Creek Greenway and it ties in to one on Beebe Road (Figure 6). More lines will have to be extended to the area to serve employment based needs.

#### ***Storm Drainage***

CP-3 does not have an improved storm drainage system and relies upon natural drainage and drainage from road improvements to channel water to Bear Creek.

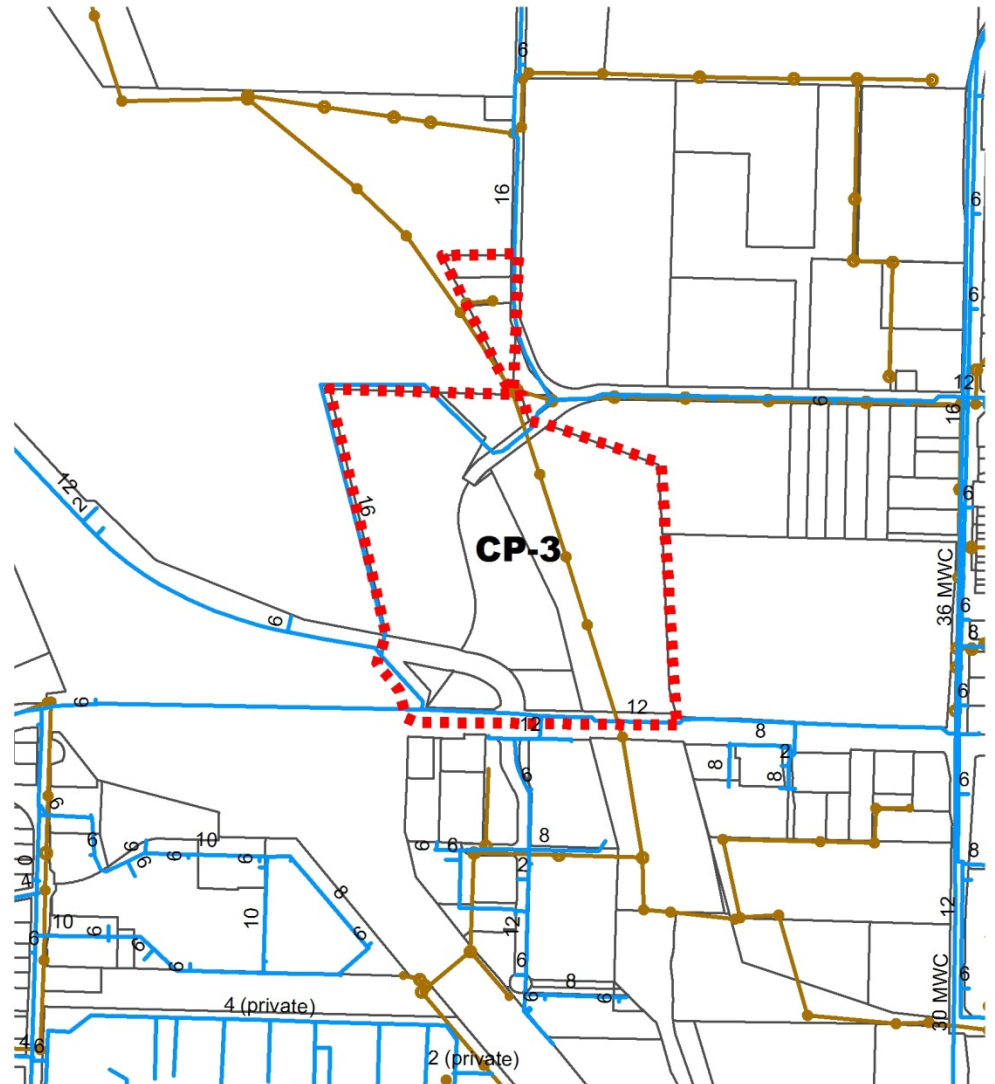
#### ***Street System***

CP-3 is accessed via I-5 Exit 33, East Pine Street and Peninger Road with the expectation that the Beebe Road/Gebhard Road connection will be extended west across Bear Creek in the vicinity of an old bridge alignment. *IAMP 33 and the City's TSP dictate the nature of improvements over the next 20 year period. These documents call for an internal circulation plan which the concept plan proposes in Figure 2. The Bear Creek Greenway will be extended through URA CP-3 by taking advantage of open space and floodways in Jackson County that is owned by the Oregon Department of Transportation.*

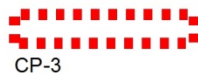
#### ***Irrigation District***

CP-3 is located within the Rogue River Valley Irrigation District (RRVID). Irrigation water is transferred via natural means. There are no dedicated irrigation canals within the URA.

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## Legend



Central Point Waterlines  
<all other values>

**Figure 6. Utilities**

CP - 3 Concept Plan

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## d. Performance Indicators

Implementation of the Regional Plan Element is guided by a series of twenty-two (22) primary and twenty-one (21) secondary performance indicators<sup>4</sup>, not all of which are applicable to all urban reserve areas. Table 3 identifies the primary Performance Indicators applicable to the CP-3 Concept Plan.

Table 3 Performance Indicators Specific to Conceptual Plans			
No.	Description	Applicability	
		Yes	No
4.1.1	County Adoption		X
4.1.2	City Adoption	X	
4.1.3	Urban Reserve Management Agreement	X	
4.1.4	Urban Growth Boundary Management Agreement	X	
4.1.5	Committed Residential Density	X	
4.1.5.1	Minimum Residential Density Standards		X
4.1.6	Mixed-Use/Pedestrian Friendly Areas	X	
4.1.7	Conceptual Transportation Plan	X	
4.1.7.1	Transportation Infrastructure	X	
4.1.8	Conceptual Land Use Plan	X	
4.1.8.1	Target Residential Density	X	
4.1.8.2	Land Use Distribution	X	
4.1.8.3	Transportation Infrastructure	X	
4.1.8.4	Mixed Use/ Pedestrian Friendly Areas	X	
4.1.9	Conditions Specific to Certain URAs	X	
4.1.9.1	CP-1B, IAMP Requirement		X
4.1.9.2	CP-4D, Open Space Restriction		X
4.1.9.3	CP-4D, Roadways Restriction		X
4.1.9.4	CP-6B, Institutional Use Restriction		X
4.1.9.5	Central Point URA, Gibbon/Forest Acres	X	
4.1.10	Agricultural Buffering	X	
4.1.11	Regional Land Preservation Strategies		X
4.1.12	Housing Strategies		X
4.1.13	Urban Growth Boundary Amendment	X	
4.1.13.1	UGB Expansions Outside of URAs		X
4.1.14	Land Division Restrictions		X
4.1.14.1	Minimum Lot Size		X
4.1.14.2	Cluster Development		X
4.1.14.3	Land Division & Future Platting		X
4.1.14.4	Land Divisions & Transportation Plan	X	
4.1.14.5	Land Division Deed Restrictions		X
4.1.15	Rural Residential Rule		X
4.1.16	Population Allocation		X
4.1.17	Greater Coordination with RVMPO	X	

<sup>4</sup> City of Central Point Comprehensive Plan, Regional Plan Element, Section 4.1 Performance Indicators

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4.1.17.1	Preparation of Conceptual Transportation Plan	X	
4.1.17.2	Protection of Planned Transportation Infrastructure	X	
4.1.17.3	Regionally Significant Transportation Strategies	X	
4.1.17.4	Supplemental Transportation Funding	X	
4.1.18	Future Coordination with RVCOG	X	
4.1.19	Expo		X
4.1.20	Agricultural Task Force	X	
4.1.21	Park Land	X	
4.1.22	Buildable Lands Definition		X

### e. Applicable Performance Indicators

The following addresses each applicable performance indicator per Table 3:

**4.1.2. City Adoption.** The City has incorporated the Greater Bear Creek Valley Regional Plan (GBCVRP) into the Central Point Comprehensive Plan as the Regional Plan Element.

**Finding:** The GBCVRP has been taken into account in the preparation of this Conceptual Plan.

**Conclusion 4.1.2:** Complies.

**4.1.3. Urban Reserve Management Agreement.** An URMA was adopted by the City when it adopted its Regional Plan Element.

**Finding:** The URMA has been taken into account in the preparation of this Conceptual Plan.

**Conclusion 4.1.3:** Complies.

**4.1.4. Urban Growth Boundary Management Agreement.** The UGBMA between Central Point and Jackson County was revised to institutionalize and direct the management of Forest/Gibbon Acres as an Area of Mutual Planning Concern. Other changes in the agreement add an *intent and purpose* statement, align procedural language with the County Comprehensive Plan and obligate the City and County to involve affected Irrigation Districts in the land use planning process.

**Finding:** Concept Plan CP-3 has been prepared in compliance with the UGBMA approved by City Council Ordinance No. 2001.

**Conclusion 4.1.4:** Complies.

**4.1.5. Committed Residential Density.** Land that is within a URA or currently within an Urban Growth Boundary (UGB) but outside the existing City Limit shall be built, at a minimum, to the following residential densities. This requirement can be offset by increasing the residential density in the City Limit.

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**Table 4. REGIONAL PLAN ELEMENT MINIMUM DENSITY REQUIREMENT FOR CENTRAL POINT**

City	Dwelling Units per Gross Acre 2010-2035	Dwelling Units per Gross Acre 2036-2060
Central Point	6.9	7.9

- 4.1.5.1. Prior to annexation, each city shall establish (or, if they exist already, shall adjust) minimum densities in each of its residential zones such that if all areas build out to the minimum allowed the committed densities shall be met. This shall be made a condition of approval of a UGB amendment.

**Finding:** Of the 36 acres in CP-3 the Regional Plan doesn’t reserve any acreage for residential use. However, after the consideration of Concept Plan CP-3 there are three parcels (36 2W 02 TL 2600, 2601, 2602) totaling 1.88 acres that are zoned for residential use in the county and are currently developed in both multi- and single-family residential use. Because of the limited size, ownership, configuration, constricted location (located between Bear Creek and Gebhard Road), and proximity to residentially zoned lands in the City these properties are not viable candidates for redevelopment as commercial property. Therefore, it is proposed that the current residential use be acknowledged and that the parcels be removed from CP-3 Concept Plan consideration at this time.

**Conclusion:** Complies. Residential land use designations will be considered for this URA when the first Regional Plan review cycle occurs.

**4.1.6. Mixed Use/Pedestrian Friendly Areas.** For land within a URA, each city shall achieve the 2020 Benchmark targets for employment (Alternative Measure No. 6) as established in the most recently adopted RTP.

**Finding:** The Regional Transportation Plan (RTP) Appendix B, Page 10 lists a 44% mixed-use employment target for new development by 2020. New land use categories in the Conceptual Plan can be adapted to create walkable/mixed use neighborhoods in CP-3.

**Conclusion 4.1.6:** Complies.

**4.1.7. Conceptual Transportation Plans.** Conceptual Transportation Plans shall be prepared early enough in the planning and development cycle that the identified regionally significant transportation corridors within each of the URAs can be protected as cost-effectively as possible by available strategies and funding. A Conceptual Transportation Plan for a URA or appropriate portion of a URA shall be prepared by the City in collaboration with the Rogue Valley Metropolitan Planning Organization, applicable irrigation districts, Jackson County, and other affected agencies, and shall be adopted by Jackson County and the respective city prior to or in conjunction with a UGB amendment within that URA.

**4.1.7.1. Transportation Infrastructure.** The Conceptual Transportation Plan shall identify a general network of regionally significant arterials under local jurisdiction, transit corridors, bike and pedestrian paths, and associated projects

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to provide mobility throughout the Region (including intra-city and inter-city, if applicable).

**Finding:** The regionally significant transportation project within CP-3 is the Beebe Road extension and bridge over Bear Creek. Additionally, the Interchange Area Management Plan for Exit 33 (IAMP-33) identifies public improvements and projects that have been taken into consideration as part of the CP-3 Conceptual Plan. The Bear Creek Greenway system, which is predominantly pedestrian and bicycle oriented affects part but not all of CP-3. The Concept Plan acknowledges the proximity of the Bear Creek Greenway system. The plan generally represents an enhanced local street network and access management improvements that are proposed in IAMP-33.

**Conclusion 4.1.7.1:** Complies.

**4.1.8. Conceptual Land Use Plans:** A proposal for a UGB Amendment into a designated URA shall include a Conceptual Land Use Plan prepared by the City in collaboration with the Rogue Valley Metropolitan Planning Organization, applicable irrigation districts, Jackson County, and other affected agencies for the area proposed to be added to the UGB as follows:

**4.1.8.1. Target Residential Density:** The Conceptual Land Use Plan shall provide sufficient information to demonstrate how the residential densities of Section 4.1.5 above will be met at full build-out of the area added through the UGB amendment.

**Finding:** See *Finding 4.1.5*.

**Conclusion:** Complies.

**4.1.8.2. Land Use Distribution.** The Conceptual Land Use Plan shall indicate how the proposal is consistent with the general distribution of land uses in the Regional Plan, especially where a specific set of land uses were part of the rationale for designating land which was determined by the Resource Lands Review Committee to be commercial agricultural land as part of a URA

**Finding:** As illustrated in Table 4, the proposed land use distributions in the CP-3 Concept Plan are general consistent with those presented in the Regional Plan Element. The only difference is in the inclusion of 1.88 acres of currently existing residential lands of irregular shape and constricted location (between Bear Creek and Gebhard Road). See *Finding 4.1.5*.

**Conclusion 4.1.8.2:** Complies.



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**TABLE 6. CP-3 URBAN RESERVE LAND-USE TYPE COMPARISON\***

	Residential	Aggregate	Resource	Open Space/Parks	Employment	Total
<b>Regional Plan Element</b>	0% (0 Ac)	0% (0 Ac)	0% (0 Ac)	58% (21 Ac)	42% (15 Ac)	100% (36 Ac)
<b>CP-3 Concept Plan</b>	0% (1.88 Ac)	0% (0 Ac)	0% (0 Ac)	58% (19.7Ac)	42% (14.5Ac)	100% (34 Ac)

\* All acreage figures rounded to nearest whole number.

**4.1.8.3. Transportation Infrastructure.** The Conceptual Land Use Plan shall include the transportation infrastructure required in Section 4.1.7 above.

**Finding:** The required transportation infrastructure per 4.1.7 is included in the CP-3 Concept Plan (see Finding 4.1.7).

**Conclusion 4.1.8.3:** Complies.

**4.1.8.4. Mixed Use/Pedestrian Friendly Areas.** For land within a URA, each city shall achieve the 2020 Benchmark targets for employment (Alternative Measure No. 6) as established in the most recently adopted RTP.

**Finding:** The Regional Transportation Plan (RTP) Appendix B, Page 10 lists a 44% mixed-use employment target for new development by 2020. New land use categories in the Conceptual Plan can be adapted to create walkable/mixed use neighborhoods in CP-3.

**Conclusion 4.1.8.4:** Complies.

**4.1.9. Conditions.** The following conditions apply to specific Urban Reserve Areas:

**4.1.9.5 Central Point URA, Gibbon/Forest Acres.** Prior to the expansion of the Central Point Urban Growth Boundary into any Urban Reserve Area, the City and Jackson County shall adopt an agreement (Area of Mutual Planning Concern) for the management of Gibbons/Forest Acres Unincorporated Containment Boundary.

**Finding:** The City has coordinated with Jackson County and will have entered into an Area of Mutual Planning Concern Agreement with the County prior to a UGB expansion into CP-3.

**Conclusion 4.1.9.5:** Complies

**4.1.10. Agricultural Buffering.** Participating jurisdictions designating Urban Reserve Areas shall adopt the Regional Agricultural Buffering program in Volume 2, Appendix III into their Comprehensive Plans as part of the adoption of the Regional Plan. The agricultural buffering standards in Volume 2, Appendix III shall be adopted into their land development codes prior to a UGB amendment.

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**Finding:** CP-3 does not adjoin EFU zoned lands along any of its borders (see Figure 5). Natural buffering occurs along the natural stream channel of Bear Creek and along public rights-of-way. Some buffering has been shown in the Concept Plan in the form of Bear Creek Greenway land use (see Figure 2). During the design/development phase, the City will implement its Agricultural Buffering Ordinance to mitigate potential land use conflicts.

**Conclusion 4.1.10:** Complies.

**4.1.13. Urban Growth Boundary Amendment.** Pursuant to ORS 197.298 and Oregon Administrative Rule 660-021-0060, URAs designated in the Regional Plan are the first priority lands used for a UGB amendment by participating cities.

**Finding:** The Regional Plan Element includes a provision that requires adoption of a concept plan prior to urban growth boundary expansion into an urban reserve area. Concept Plan CP-3 is being prepared and will be adopted prior to inclusion of CP-3 within the City’s UGB.

**Conclusion 4.1.13:** Complies.

**4.1.14. Land Division Restrictions.** In addition to the provisions of Oregon Administrative Rule 660-021-0040, the following apply to lots or parcels which are located within a URA until they are annexed into a city:

4.1.14.4. Land divisions within a URA shall not be in conflict with the transportation infrastructure identified in an adopted Conceptual Transportation Plan.

**Finding:** The CP-3 Concept Plan was prepared in collaboration with Jackson County and the RVMPO. Policies in the City-County UGBMA ensure continued notification and coordination of infrastructure with proposed land divisions.

**Conclusion 4.1.14.4:** Complies.

**4.1.17. Greater Coordination with the RVMPO.** The participating jurisdictions shall collaborate with the Rogue Valley Metropolitan Organization (RVMPO) to:

4.1.17.1. Prepare the Conceptual Transportation Plans identified in Section 4.1.7.

4.1.17.2. Designate and protect the transportation infrastructure required in the Conceptual Transportation Plans identified in Section 4.1.7 to ensure adequate transportation connectivity, multimodal use, and minimize right of way costs.

4.1.17.3. Plan and coordinate the regionally significant transportation strategies critical to the success of the adopted Regional Plan including the development

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of mechanisms to preserve rights-of-way for the transportation infrastructure identified in the Conceptual Transportation Plans; and

4.1.17.4. Establish a means of providing supplemental transportation funding to mitigate impacts arising from future growth.

**Finding:** The RVMPO Technical Advisory Committee (TAC) determined that Conceptual Plan CP-3 complies with the Regional Plan Part 3- Goals, Policies and Potential Actions. The TAC voted unanimously to endorse CP-3 and to support its implementation. On June 28, 2016 the City received a letter from RVMPO confirming that Concept Plan CP-3 is consistent the Regional Plan performance indicators.

**Conclusion 4.1.17:** Complies.

**4.1.18. Future Coordination with the RVCOG.** The participating jurisdictions shall collaborate with the Rogue Valley Council of Governments on future regional planning that assists the participating jurisdictions in complying with the Regional Plan performance indicators. This includes cooperation in a region-wide conceptual planning process if funding is secured.

**Finding:** The CP-3 Concept Plan was prepared in collaboration with the RVCOG.

**Conclusion 4.1.18:** Complies.

**4.1.20. Agricultural Task Force (ATF).** The Agricultural Task Force shall develop a program to assess the impacts on the agricultural economy of Jackson County arising from the loss of agricultural land and/or the ability to irrigate agricultural land, which may result from Urban Growth Boundary Amendments. The Agricultural Task Force shall also identify, develop and recommend potential mitigation measures, including financial strategies to offset those impacts. Appropriate mitigation measures shall be applied to Urban Growth Boundary Amendment proposals.

**Finding:** The efforts of the County’s Agricultural Task Force were considered and incorporated in the preparation of this plan.

Concept Plan CP-3 is consistent with the Regional Plan Element, is consistent with the City-County UGBMA (which directs consultation with affected irrigation districts during UGB planning) and is also consistent with new policies found in Jackson County’s Agricultural Lands Element resulting from ATF recommendations.

**Conclusion 4.1.20:** Complies.



**Rogue Valley  
Metropolitan Planning Organization**

**Regional Transportation Planning**

Ashland • Central Point • Eagle Point • Jacksonville • Medford • Phoenix • Talent • White City  
Jackson County • Rogue Valley Transportation District • Oregon Department of Transportation

June 28, 2016

Chris Clayton, City Manager  
City of Central Point  
140 S. 3<sup>rd</sup> Street  
Central Point, OR 97502

RE: RVMPO Comments on Future Growth Area CP-3

Dear Chris,

Pursuant to the Regional Plan requirement that cities prepare conceptual plans in collaboration with the Rogue Valley Metropolitan Planning Organization (RVMPO), both the Technical Advisory Committee (TAC) and the Policy Committee reviewed the conceptual plan prepared for Future Growth Area CP-3. The scope of conceptual plan review is defined in Regional Plan Performance Indicators 2.7 and 2.8.

Performance Indicator 2.7 requires that transportation plans are prepared in collaboration with the RVMPO. Central Point submitted its plans to the TAC for review at its June 8, 2016, meeting. The Policy Committee reviewed the plans at its June 28, 2016, meeting, and provides the following comments.

Performance Indicator 2.7.1 requires that plans identify a general network of regionally significant arterials under local jurisdiction, transit corridors, bike and pedestrian paths, and associated projects to provide mobility throughout the region. The property is bounded by Pine Street on the south, the Jackson County Expo to the west and north, and the Bear Creek Greenway on its east side. The Greenway is a major pedestrian and bike facility. No arterials are proposed in the growth area, and no County projects are proposed in the area that will affect, or be affected by, location of streets. All of the alternative designs include a Bear Creek crossing to connect Peninger Road and Beebe Road, which will provide additional connections in the area and enhance traffic flows and increase options for access to the Expo Center.

The options for connecting to Peninger range from two that are in CP-3 to others that connect on either side of the Family Fun Center. The latter two connections are outside the urban area, but they place the connection farther from the Peninger Road intersection with Pine Street. By policy, all new collectors will require bike lanes and sidewalks. The proximity to Pine Street increases the need to ensure that development will not adversely affect the function of this major facility that has been included in an Interchange Area Management Plan. Access management will be implemented to provide internal circulation and limit access from Peninger Road in favor of cross-access agreements.

Performance Indicator 2.8 requires the same collaboration as for 2.7. Performance Indicator 2.8.1 requires conceptual plans to demonstrate how the density requirements of Section 2.5 will be met. Only about 5 percent of the URA is designated for residential use, a small area east of Bear Creek along Gebhard Road. Development will

be primarily business park/commercial, with a large area reserved for the Greenway, and the City prefers to eliminate the 1.88 acres from plan since it is physically separated from the remainder of CP-3.

The Policy Committee finds that the conceptual plans create no barrier to inter-jurisdictional connectivity and is consistent with other Regional Plan performance indicators. These comments are provided to affirm that Central Point followed the requirements of the Regional Plan to prepare its conceptual plans in collaboration with the RVMPO.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael G. Quilty". The signature is fluid and cursive, with a large, stylized "Q" and "H".

Michael G. Quilty, Chair  
RVMPO Policy Committee

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

**A RESOLUTION APPROVING A CONCEPTUAL LAND USE AND  
TRANSPORTATION PLAN FOR CP-3, AN URBAN AREA OF THE CITY OF  
CENTRAL POINT, OREGON**

**WHEREAS**, on August 9, 2012 by Ordinance No. 1964 the City Council adopted the City of Central Point Regional Plan Element; and

**WHEREAS**, the Conceptual Land Use and Transportation Plan for CP-3 has been prepared in accordance with the Regional Plan Element and Greater Bear Creek Valley Regional Plan including all applicable performance indicators set forth in these documents; and

**WHEREAS**, as a condition of the Regional Plan Element of the City of Central Point it is required that a Conceptual Plan for an Urban Reserve Area (URA) be adopted by the City prior to the expansion of the City's urban growth boundary (UGB) into the applicable URA;

**NOW, THEREFORE, THE CITY OF CENTRAL POINT RESOLVES AS FOLLOWS**, that the City Council approves and adopts the Conceptual Land Use and Transportation Plan for CP-3, An Urban Reserve Area of the City of Central Point.

PASSED by the City Council and signed by me in authentication of its passage this 11<sup>th</sup> day of August, 2016.

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

ATTEST:

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

# **Business**

## **Park Commission Appointment**



## Administration Department

Christopher Clayton, City Manager  
Deanna Casey, City Recorder

# Staff Report

---

TO: Mayor and City Council  
FROM: Mayor Williams  
Deanna Casey, City Recorder  
SUBJECT: Parks and Recreation Commission  
DATE: August 11, 2016

---

Currently is one vacant position on the Parks and Recreation Commission. Devon Howard resigned from the Commission in the spring. This Commission has a term length of three years.

Applications have been received from:

Cameron Noble                      Dennis Browning

Other members of the Parks and Recreation Commission are:

Mark Ludwiczak (Chair)      John Beck                      Lee Orr                      Pat Alvarez  
Carl Orndoff                      Neil Olsen

Mayor Williams will present his recommendation at the Council meeting for consideration.

### **RECOMMENDED ACTION:**

I move to appoint \_\_\_\_\_ to the vacant Park and Recreation Commission with a term ending December 31, 2019.



City of Central Point, Oregon  
140 S 3rd Street, Central Point, OR 97502  
541.664.3321 Fax 541.664.6384  
www.centralpointoregon.gov



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

**APPLICATION FOR APPOINTMENT TO  
CITY OF CENTRAL POINT COMMITTEE**

Name: DENNIS L. BROWNING Date: 7-14-16  
Address: 1 [REDACTED] [REDACTED] D [REDACTED] C.P. 97502  
Home Phone: / Business Phone: / Cell Phone: [REDACTED] [REDACTED] [REDACTED]  
Fax: NONE E-mail: [REDACTED]@[REDACTED].[REDACTED]

Are you a registered voter with the State of Oregon? Yes X No

Are you a city resident? Yes X No

Which committee(s) would you like to be appointed to:

*(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)*

**Meeting Dates (All meeting dates are subject to change or additions, times vary for each committee):**

- ☐ Budget Committee: Meetings vary in April Annually
- ☐ Citizens Advisory Committee: 2<sup>nd</sup> Tuesday of every quarter
- ☐ Council Study Sessions: 3<sup>rd</sup> Monday of each month
- ☐ Multicultural Committee: 2<sup>nd</sup> Monday of every quarter
- ☐ Planning Commission: 1<sup>st</sup> Tuesday of each month
- ☒ Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

RECENTLY RETIRED CONTRACTOR

Community affiliations and activities:

CHURCH COUNCIL

Previous City appointments, offices, or activities:

NONE

As additional background for the Mayor and City Council, please answer the following questions.

1. Please explain why you are interested in the appointment and what you would offer to the community.

RECENTLY RETIRED AND NOW HAVE TIME TO INVEST IN MY COMMUNITY. BACKGROUND IN CONSTRUCTION INCLUDING ESTIMATING AND OVERSIGHT.

2. Please describe what you believe are the major concerns of the City residents and businesses that this committee should be concerned about.

CONTINUED EXPANSION OF CITY PARKS TO PROVIDE SAFE AND USEFUL AREAS THAT APPEAL TO A CROSS SECTION OF CITIZENS. SEEK COST SAVING METHODS TO ACHIEVE THIS GOAL.

3. Please provide any additional information or comments which you believe will assist the City Council in considering your application.

WE MOVED TO C.P. ONE YEAR AGO FROM MEDFORD AFTER CONSIDERING MANY OPTIONS. WE FELT THAT THE NEAR FUTURE LOOKED BEST HERE! WOULD LIKE TO HELP SHAPE THAT!

4. Do you anticipate that any conflicts of interest will arise if you are appointed; and if so, how would you handle them?

I DO NOT ANTICIPATE ANY REASON FOR CONFLICT OF INTEREST, BUT SHOULD THAT HAPPEN, I WOULD BE VERY OPEN TO RESIGNING IF THE CITY COUNCIL FELT THAT WAS BEST RESOLUTION.

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation and/or omission of facts are cause for removal from any council, advisory committee, board or commission I may be appointed to. All information/documentation related to service for this position is subject to public record disclosure.

Signature: \_\_\_\_\_

City of Central Point, Oregon  
140 S 3rd Street, Central Point, OR 97502  
541.664.3321 Fax 541.664.6384  
[www.centralpointoregon.gov](http://www.centralpointoregon.gov)



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

**APPLICATION FOR APPOINTMENT TO  
CITY OF CENTRAL POINT COMMITTEE**

Name: Cameron Noble

Date: 5/5/16

Address: 411 HOLLEY WAY CENTRAL POINT, OR 97502

Home Phone: [REDACTED] Business Phone: [REDACTED] Phone: [REDACTED]

Fax: [REDACTED] E-mail: [REDACTED]

Are you a registered voter with the State of Oregon? Yes X No

Are you a city resident? Yes X No

Which committee(s) would you like to be appointed to: CITIZENS ADVISORY COMMITTEE  
(Please make sure the dates below work with your schedule before applying. Council and Planning Commission members are required to file an Annual Statement of Economic Interest to the State of Oregon.)

**Meeting Dates (All meeting dates are subject to change or additions, times vary for each committee):**

- ☐ Budget Committee: Meetings vary in April Annually
- ☒ Citizens Advisory Committee: 2<sup>nd</sup> Tuesday of every quarter
- ☐ Council Study Sessions: 3<sup>rd</sup> Monday of each month
- ☐ Multicultural Committee: 2<sup>nd</sup> Monday of every quarter
- ☐ Planning Commission: 1<sup>st</sup> Tuesday of each month
- ☒ Parks and Recreation Committee/Foundation: Meeting dates vary

**Employment, professional, and volunteer background:**

GENERAL MGR, AMERICAN TRACTOR, CENTRAL POINT, OR  
ROUSE RIVER HIGH SCHOOL BOY BASKETBALL JV COACH / ASST VARSITY COACH  
CENTRAL POINT LITTLE LEAGUE TEE-BALL ASST COACH

**Community affiliations and activities:**

CENTRAL POINT LITTLE LEAGUE - COACH (TEE-BALL)

**Previous City appointments, offices, or activities:**

CITY OF SPARKS, NV - VOLUNTEER @ POLICE DEPT.

As additional background for the Mayor and City Council, please answer the following questions.

1. Please explain why you are interested in the appointment and what you would offer to the community.

WOULD LIKE TO BECOME MORE INVOLVED IN THE LOCAL COMMUNITY IN WHICH I LIVE & WORK. WE MOVED TO CP LAST OCTOBER AND I LOOK FORWARD TO BEING A PART OF THIS COMMUNITY FOR MANY YEARS AND HOPE TO MAKE A DIFFERENCE.

2. Please describe what you believe are the major concerns of the City residents and businesses that this committee should be concerned about.

I BELIEVE SOME MAJOR CONCERNS THAT THIS COMMITTEE SHOULD BE CONCERNED ABOUT ARE THE SAFETY OF RESIDENCES AND ENSURING A SAFE FULL PLACE TO LIVE AND WORK. ALSO ESTABLISHING A GROWTH RATE IN WHICH ALL COMMUNITY ORGANIZATIONS CAN KEEP PACE WITH..., I.E. POLICE, FIRE, SCHOOLS, PARKS, GOV'T SERVICES IN GENERAL, ETC...

3. Please provide any additional information or comments which you believe will assist the City Council in considering your application.

BEING AN ACTIVE BUSINESSMAN & RESIDENT OF CENTRAL POINT I FEEL I HAVE 2 DIFFERENT PERSPECTIVE VIEWS OF HOW OUR COMMUNITY WORKS AND PLAYS.

4. Do you anticipate that any conflicts of interest will arise if you are appointed; and if so, how would you handle them?

NONE

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation and/or omission of facts are cause for removal from any council, advisory committee, board or commission I may be appointed to. All information/documentation related to service for this position is subject to public record disclosure.

Signature:

[REDACTED]

Date:

5/5/16

# **Business**

## **Review ODOT Agreement for Exit 33 Northbound Off-Ramp**



## **ADMINISTRATION DEPARTMENT**

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

### **STAFF REPORT**

August 11, 2016

**AGENDA ITEM:** Final review of a cooperative improvement agreement between the City of Central Point and the Oregon Department of Transportation for improvement of Interstate 5, Exit 33, Northbound Off-Ramp.

#### **STAFF SOURCE:**

Chris Clayton, City Manager

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

As part of the approval for the Costco Membership Warehouse and Fuel Facility, the applicant agreed to participate in certain infrastructure improvements as set forth in their Conditional Use Permit approval and in the I-5, Exit 33 Interchange Area Management Plan (IAMP). The actual condition reads as follows: Northbound I-5 Off- Ramp (ODOT). On the opening date for Costco, the NB I-5 off-ramp will exceed the allowable volume to capacity (v/c) ratio, triggering the need for dual right turn lanes (IAMP 33 Project No. 9). Per ODOT, construction will commence at the earliest possible date. The applicant's proportional share will be payable to the City of Central Point prior to the issuance of a building permit and is not SDC eligible.

A previous draft of the proposed exit 33 off-ramp cooperative improvement agreement was authorized for execution this past May by city council resolution 1449. However, after the agreement was reviewed by the Oregon Department of Justice, some final adjustments have been proposed and staff feels the council should have an opportunity to review before the agreement is executed.

#### **FISCAL IMPACT:**

The estimated project cost is \$1.3M. The project cost sharing shall be as follows:

1. ODOT: \$800,000
2. Costco: \$377,000 (Not to exceed)
3. City: \$123,000 (Not to exceed)

#### **ATTACHMENTS:**

1. Resolution 1449 authorizing the city manager to execute a cooperative improvement agreement between the City of Central Point and the Oregon Department of Transportation.

2. Final cooperative improvement agreement between the City of Central Point and the Oregon Department of Transportation for the improvement of Interstate 5, Exit 33, Northbound Off Ramp.

**RECOMMENDATION/MOTION:**

---

Approve a motion accepting the final revisions of the cooperative improvement agreement per the findings established in council resolution 1449



RESOLUTION NO. 1449

**A RESOLUTION AUTHORIZING A COOPERATIVE IMPROVEMENT AGREEMENT  
BETWEEN THE CITY OF CENTRAL POINT AND THE OREGON DEPARTMENT OF  
TRANSPORTATION TO CONSTRUCT I-5: EXIT 33 OFF-RAMP IMPROVEMENTS**

WHEREAS, the City amended its Transportation System Plan (TSP) in 2015 to incorporate the Interchange Area Management Plan (IAMP) for I-5, Exit 33; and

WHEREAS, said amendment identified the I-5 and East Pine Street Northbound Ramp Terminal as a transportation project; and

WHEREAS, the City approved a Conditional Use Permit for a Costco Membership Warehouse in March 2016, the traffic from which will trigger the need for dual right turn lanes at the Northbound Ramp Terminal; and

WHEREAS, as a condition of the Costco Membership Warehouse approval, the applicant is required to pay their proportional share to the City who is facilitating the cost share distribution to the state ; and

WHEREAS, the City Council of the City of Central Point deems that the necessity, convenience and the general welfare of the public will benefit by this agreement;

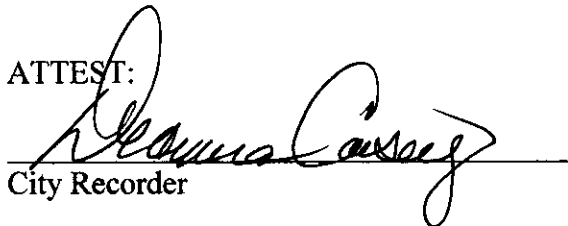
NOW, THEREFORE, THE CITY OF CENTRAL POINT RESOLVES AS FOLLOWS, to enter into an agreement with the Oregon Department of Transportation (ODOT) in the manner stated in said agreement which is Exhibit "A".

BE IT FURTHER RESOLVED that the City Council directs the City Manager to consummate the agreement (Exhibit "A") following the adoption of this resolution.

PASSED by the City Council and signed by me in authentication of its passage this 24<sup>th</sup> day of March, 2016.

  
Mayor Hank Williams

ATTEST:

  
City Recorder



**COOPERATIVE IMPROVEMENT AGREEMENT  
I-5: Exit 33 Off-Ramp Improvements**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the City of Central Point, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Interstate 5 (Pacific Highway No. 1, I-5) Exit 33, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree State shall design and construct improvements to I-5, Exit 33, hereinafter referred to as "Project". The Project includes a dual right-turn lane at the I-5, Exit 33 northbound off-ramp. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$1,300,000 in federal, state and agency funds. The estimate for the total Project cost is subject to change. State shall be responsible for any nonparticipating costs, and Project costs beyond the estimate.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance

responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

## AGENCY OBLIGATIONS

1. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$500,000 for the Project. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
2. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
3. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
4. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
7. Agency's Project Manager for this Project is Chris Clayton, City Manager, City of Central Point, 140 South 3<sup>rd</sup> Street, Central point, OR 975002, 541-423-1018, Chris.Clayton@centralointoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
2. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$500,000 for payment of the Project.
3. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
4. State shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on I-5, Exit 33.
5. State's Project Manager for this Project is Richard Randleman, Project Manager, 100 Antelope Road, White City, OR 97503, 541-864-8828, Richard.randleman@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant

equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State  
Agreement No. 31190

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key # ) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

**CITY OF CENTRAL POINT**, by and through  
elected officials

By

Date

By

Date

**APPROVED AS TO LEGAL SUFFICIENCY**

By  
Counsel

Date

**Agency Contact:**

Chris Clayton  
City Manager  
140 South 3<sup>rd</sup> Street  
Central Point, OR 97502  
541-423-1018  
Chris.Clayton@centralpointoregon.gov

**State Contact:**

Art Anderson  
District 8 Area Manager  
100 Antelope Road  
White City, OR 97503  
541-774-6383  
Arthur.h.anderson@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By

Highway Division Administrator

Date

**APPROVAL RECOMMENDED**

By

Region 3 Manager

Date

By

District 8 Area Manager

Date

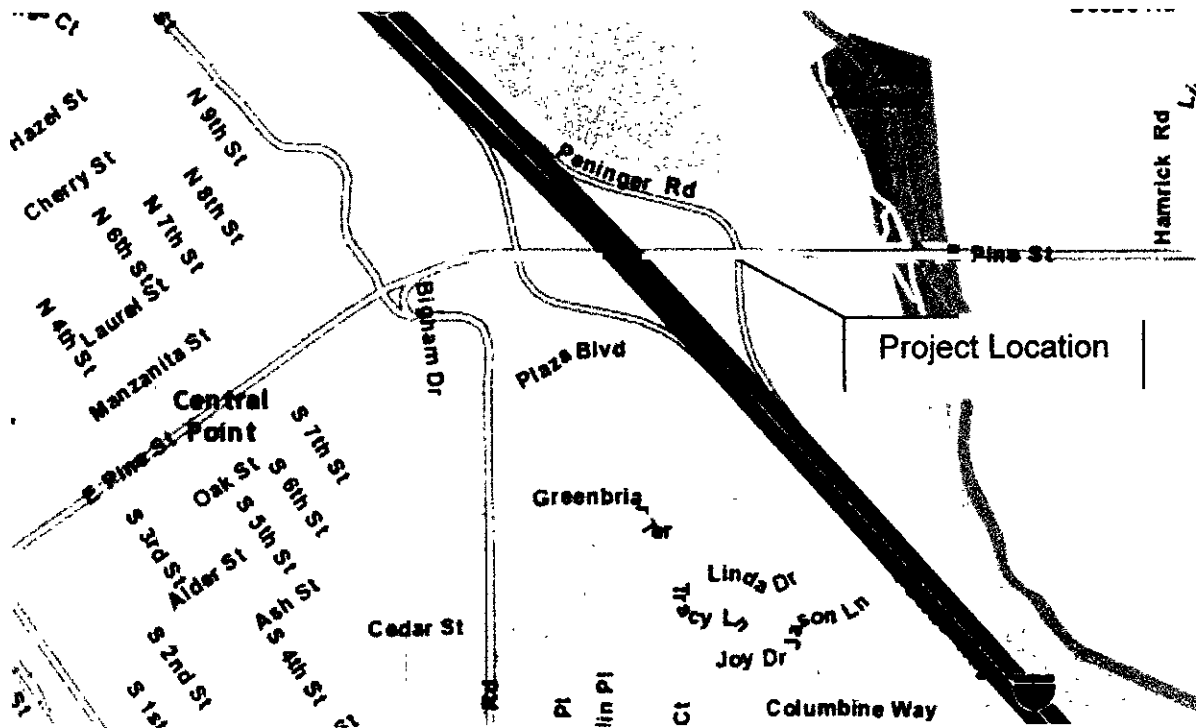
**APPROVED AS TO LEGAL  
SUFFICIENCY**

By

Assistant Attorney General

Date

### EXHIBIT A – Project Location Map



**COOPERATIVE IMPROVEMENT AGREEMENT**  
**I-5: Exit 33 Off-Ramp Improvements**

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF CENTRAL POINT, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Interstate 5 (Pacific Highway No. 1, I-5) Exit 33, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS [366.425](#), State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and Agency agree State shall design and construct improvements to I-5, Exit 33, hereinafter referred to as "Project." The Project includes a dual right-turn lane at the I-5, Exit 33 northbound off-ramp. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. The Project will be financed at an estimated cost of \$967,000 in federal funds, state funds and local Agency contribution of \$500,000. The estimate for the total Project cost is subject to change.
3. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total STP Flexible funds are limited to \$419,039, with State providing the required match and any non-



participating costs, including all costs in excess of the available federal STP Flexible funds. The Project will be financed with STP funds at the maximum allowable federal participating amount, which is 89.73 percent

4. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
5. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
6. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

## **AGENCY OBLIGATIONS**

1. Agency shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from State, forward to State an advance deposit or irrevocable letter of credit in the amount of \$500,000 for the Project. Depending upon the timing of portions of the Project to which the advance deposit contributes, it may be requested by State prior to Preliminary Engineering, purchase of right of way, or approximately 4-6 weeks prior to Project bid opening.
2. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
3. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
4. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly

pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
6. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
7. Agency's Project Manager for this Project is Chris Clayton, City Manager, Central Point, 140 South 3<sup>rd</sup> Street, Central point, OR 975002, 541-664-3321, [Chris.Clayton@centralpointoregon.gov](mailto:Chris.Clayton@centralpointoregon.gov), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## STATE OBLIGATIONS

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
2. State shall, upon execution of the agreement, forward to Agency a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$500,000 for payment of the Project.
3. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.

4. State shall cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the Project in order to conform the utilities and other facilities with the plans and the ultimate requirements for the portions of the Project which are on I-5, Exit 33.
5. State's Project Manager for this Project is Stephanie Bentea, Project Manager, 3500 NW Stewart Parkway, Roseburg, OR 97470, 541-957-3542, Stephanie.l.bentea@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to

the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #19789) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

Agency/State  
Agreement No. 31190

**CITY OF CENTRAL POINT**, by and through  
elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Counsel

Date \_\_\_\_\_

**Agency Contact:**

Chris Clayton  
City Manager  
140 South 3<sup>rd</sup> Street  
Central Point, OR 97502  
541-664-3321  
Chris.Clayton@centralpointoregon.gov

**State Contact:**

Art Anderson  
District 8 Area Manager  
100 Antelope Road  
White City, OR 97503  
541-774-6383  
Arthur.h.anderson@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 3 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
District 8 Area Manager

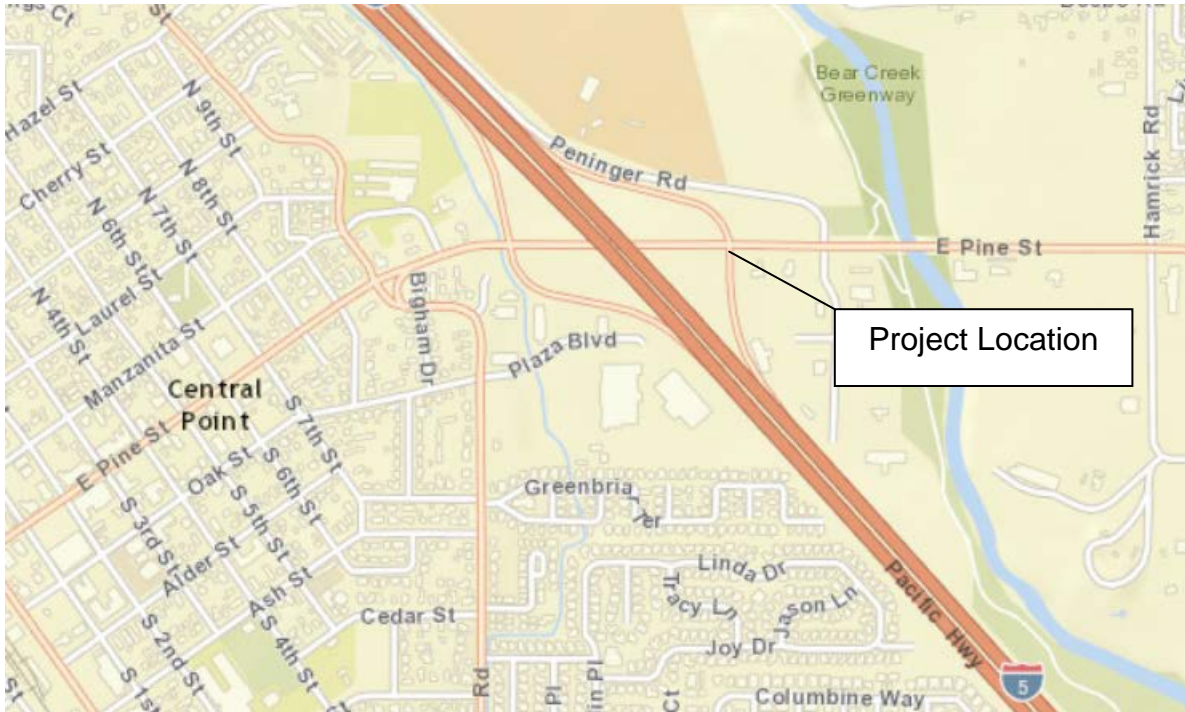
Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

## EXHIBIT A – Project Location Map



# **Business**

## **County Music Festival Memorandum of Understanding**





July 19, 2016

TO: Honorable Mayor and City Council

FROM: Matt Samitore, Parks & Public Works Director

SUBJECT: Miscellaneous Fees

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**PURPOSE:**

Discussion of a Memorandum of Understanding for the 2017 Country Music Festival.

**SUMMARY:**

The City has reached out the Jackson County Expo about a potential Memorandum of Understanding (MOU) to clearly identify issues and solutions prior to the event occurring in the summer of 2017. Additionally, the MOU would allow residents to voice their concerns and incorporate those as best as possible into the MOU.

The City has revised the Cape Blanco Mass Gathering Permit which has an elaborate attachment that deal with many of the issues that could be a concern to the City and the residents of Central Point. A copy of the Cape Blanco report is attached for reference. Staff has identified site access/parking, public safety, event organization and communication and noise/event timing as the primary concerns.

***Site Access/Parking***

The access to the festival will be from Penninger Road and from a floating bridge over Bear Creek. City staffs only concern is people biking and/or walking to the event. Currently Pine Street has limited sidewalks over the overpass. Staff's suggestion would be to direct bike/pedestrian traffic to Upton Road as that will be closer to the main event stage plus has adequate facilities.

Parking as of yet is still a work in progress. We have been told that each of the schools parking lots will be used for parking with a shuttle. Should the city public parking lots and field and parking lot across from Mae Richardson also be considered?

***Public Safety***

Staff would like specific planning with the Central Point PD and Jackson County to start well ahead of the event to clearly identify needs, concerns and resource sharing. Additionally staff would like information on private security and how the camping will be handled.

### ***Event Organization***

Staff would like a to be included the logistics and operation of the event specifically with Police and Public Works. These would include communication manifest, daily communication briefs.

### ***Noise/Event Timing***

Staff would like to set up specifics on sound testing and overall volume as the main stage is facing downtown. Staff would to work with Jackson County to limit negative feedback from the residents.

Staff would like direction from the City Council on the topics listed and any other items that they suggest to be included.

### **RECOMMENDATION:**

Discuss the Memorandum of Understanding for the 2017 Country Music Festival.

## **Cape Blanco Country Music Festival**

PROMOTER: BootsNBeach, LLC  
EVENT: Cape Blanco Country Music Festival  
DATES OF EVENT: July 28 – 31, 2016

RECEIVED  
FEB 18 2016  
Board of Commissioners  
Curry County, Oregon

### **ASSEMBLY PLAN**

Cape Blanco Country Music Festival is a 4-day outdoor country music concert event scheduled July 28 – 31, 2016. The event is held on private property owned by the Puhl family. The location of the property is about 6 miles north of Port Orford, Oregon off of Highway 101 on Cape Blanco Road. The property is located on the north side of Cape Blanco Road approximately .8 miles west of Hwy 101. The festival site is on approximately 340 acres and includes property owned by the McKenzie family directly across Cape Blanco Road to the south of the Puhl family site.

- **ACCESS**

The primary entrance/exit from Highway 101 is Cape Blanco Road to the entrance of the Puhl and McKenzie family properties. This entrance/exit is a maintained two lane paved road that is the primary access for Festival Campers, Vendors, and Suppliers to the Festival site.

There are three separate entrances into the Puhl property allowing for separation of production, patron and vendor traffic.

Access to the camping and GA parking located on the McKenzie property is through an improved gravel road and three additional ODOT approved temporary entrances to Cape Blanco Hwy.

The property can be accessed from the North, (North Bend, Coos Bay, Coquille and Myrtle Point) from the South via Highway 101 (Port Orford, Gold Beach, Brookings and Crescent City).

### **GUEST SERVICES "CHECK IN" AND PACKETS**

Festival patrons/attendees will be initially greeted by "Guest Services" check in. "Guest Services" with volunteer staff will be set up inside the site entrances. Multiple lanes of traffic will be created adjacent to "Guest Services" to relieve the influx of traffic off of Cape Blanco Road and mitigate the potential for back up to Hwy 101. "Guest Services" will greet each concert guest and ticket holder providing them with a packet (includes map of venue, map of camping/parking, and informational booklet with concert and camping rules) and directing them to their appropriate destination.

### **FESTIVAL ATTENDANCE**

BootsNBeach, LLC, is anticipating the attendance for the 2016 Cape Blanco Country Music Festival to be 20 thousand daily attendees. BootsNBeach, LLC will cap overnight RV/TENT camping guests at less than 12,000 total guests on the site.

### **COMMUNICATION**

BootsNBeach, LLC will implement two-way radio communications with the Operations Director, Director of Event Planning, Parking, RV/TENT Team Leader, Security, Fire Protection and Rescue Services for the 2016 Cape Blanco Country Music Festival. Security and Paramedics will have designated radio channels and the ability to communicate with Management Staff, Site Leaders, and Camp Hosts. Team Leaders will be responsible for monitoring their respective assigned radio frequency. Information placards providing a list of assigned channels (frequencies) and supervisor cell numbers will be provided to those Team Leaders and Supervisors carrying radios. The festival Command Center (see Public Safety Plan) will monitor all communications to assure that incidents and emergency needs are responded to in an appropriate manner. 911 traffic shall be monitored by the Sheriff Command center which will operate during peak evening hours and by pagers held by the Paramedics during off-peak hours.

### **PARAMEDICS AND FIRST AID**

A primary first-aid tent staffed with licensed paramedics, at least two Oregon physicians and two nurses (as per oars 333-039-0040) will be set up inside the concert venue and available to all concert attendees. The first aid tent will be clearly signed with a FIRST AID sign in red. While the concert venue is open, licensed paramedics are available to treat all first aid needs on site. When the concert venue is closed, paramedics, physicians and nurses will be available to respond to medical emergencies, as needed on the Festival Site on a 24-hour basis during the festival. There will be a minimum of twenty (20) patient beds as temporary holding facilities as per oars 333-039-0040. Communication will be maintained at all times between festival staff, security and the emergency medical staff by radio and through the Com center. The medical staff will remain on site 24 hours a day during the duration of the festival, from 5pm Thursday of the event each year through 12:00pm on Monday following the event each year. Two ambulances will be on site for emergencies the duration of the event. Paramedics and responding transport will be provided with site maps indicating all camping areas so that they can respond to the appropriate camp site or area within the Festival grounds in a timely manner.

## **Cape Blanco Country Music Festival**

PROMOTER: BootsNBeach, LLC  
EVENT: Cape Blanco Country Music Festival  
DATES OF EVENT: July 28 – 31, 2016

### **DAILY PARKING PLAN**

The 2016 Cape Blanco Country Music Festival will cap its daily attendance at 21,500 ticket holders and guests.

The Cape Blanco Country Music Festival will cap its overnight camping guests at less than 12,000 ticket holders and guests with 8,000 available parking spaces to include; General Admission and Handicap Parking.

Using these totals and using oars 333-039-00055 guidelines in regards to parking spaces, the CBCMF will provide the following daily and overnight spaces to our attendees:

Daily Parking (20,000 guests):

8,000 daily parking spaces are – (10 x 20 ft each)

3000 overnight RV/Tent spaces.

**\*\*All traffic lanes including lanes in camping area on the festival property are a minimum 30 feet in width.\*\***

**Entrance Gates** – Entrance gate positions serve as the primary line of defense against unauthorized alcohol and potential weapons entering the venue. As such, bags will be checked and patrons wanded. During peak periods up to 9 entrance lines will be staffed at the GA entrance. Gate staffing will include a wander and two bag checkers for each line to assure that patrons are processed quickly and with a minimum of delay. Water will be available to those showing need.

Handicap entrance will be a one line fully staffed entrance. Again complimentary water will be made available for those awaiting entrance. The handicap seating shall be easily accessible to the entrance and for those who need assistance three golf carts with drivers will shuttle to the seating area. Shuttles available during specific hours posted at the entrance.

Vendor entrance will be staffed by an observer/checker that will observe and request inspection of questionable packages or containers. This staff person will also observe the vendors for intoxication and do random checking of bags to assure compliance of the no alcohol rule for vendors. No unauthorized patrons or personnel shall be allowed through the vendor gate. If for any reason, the vendor gate staff needs to leave post or if there is an incident a crowd rover team will be temporarily called to assure the integrity of the gate.

Each emergency exit is clearly marked "Emergency" signs and is maintained by the festival's contracted security Company.

#### **MEDICAL SUPPORT**

The safety of all who participate either as patrons, volunteers and staff at the Cape Blanco Country Music Festival are of great concern to BootsNBeach, LLC. Therefore to support the work of the paramedics and responders who assist at the Festival, BootsNBeach, LLC will contract with medical providers to provide on-site rehab and treatment. This will include state licensed medical staff (two physicians and two nurses as per oars 333-039-0040); with facilities and equipment necessary to treat on-site many that might have been transported for conditions such as dehydration and sun exposure.

#### **LIGHTING**

Lighting for the festival grounds will be provided by light towers. Approximately 60 light towers will be place on the exterior of the venue property to ensure property safety and lighting to our ticket holders in the camping and parking areas. Approximately 16 light towers will be placed around and inside the performance venue to provide safety and lighting to our ticket holders inside the concert venue.

#### **CAMPING**

Open campfires are strictly prohibited on the festival grounds. All RV and Tent campers are required to use propane camping gear and/or propane BBQ's. **There will be a strictly enforced No Alcohol Policy for the camping areas.**

#### **DESIGNATED SMOKING AREAS**

There are three (3) designated smoking areas inside the venue that are clearly marked. Two smoking areas are inside the Beer and Wine area(s), and the third smoking area is located in the craft and artisan village area of the venue.

To comply with all of the mandated State of Oregon fire rules and regulations, Cape Blanco Country Music Festival is utilizing the general fire safety (Fair and Festival) policy outline provided by the State Fire Marshall's office. BootsNBeach, LLC maintains a close working relationship with the State Fire Marshall to comply with all of these regulations, which pertains to all parties and aspects of this festival.

1 of 2

APR 11 2016

Service Agreement  
Between  
Sixes Volunteer Fire Department  
And  
BootsNBeach, LLC

In agreement between Sixes Volunteer Fire Department and BootsNBeach, LLC pertaining to the country music festival to be held July 28<sup>th</sup> through July 31<sup>st</sup>, 2016, the following contract is made:

Sixes Volunteer Fire Department will:

1. Provide a class A fire truck and 4 staff, on standby for Cape Blanco Country Music Festival.
2. Equipment and personnel to be available should need arise from noon Thursday July 28th through noon Monday August 1<sup>st</sup>, 2016 to serve as first responders.

BootsNBeach, LLC will:

1. Pay \$1200 daily for the above equipment and staff.
2. Provide Sixes Volunteer Fire Department 12 GA tickets.
3. Display a fire safety message to be shown on festival jumbotrons recognizing the Sixes Volunteer Fire Department.

Changes to this agreement may be made with the consent of both parties.

Signed  
For Sixes Volunteer Fire Department

Signed  
For BootsNBeach, LLC

See page 2

# **Cape Blanco Country Music Festival**

**PROMOTER:** BootsNBeach, LLC  
**EVENT:** Cape Blanco Country Music Festival  
**DATES OF EVENT:** July 28 – 31, 2016

## **PUBLIC SAFETY PLAN**

**CONTACT:** John Ward, Curry County Sheriff – (541) 247-3221

Cape Blanco Country Music Festival is a 4 day outdoor country music concert event. The event is held on private property owned by the McKenzie and Puhl families. The location of the property is 6 miles north of Port Orford, Oregon off of Highway 101 on Cape Blanco Road.

### **PRIMARY EVENT CONTACTS:**

Anne Hankins, President - BootsNBeach, LLC	541-521-2457
Don Leber, Marketing Advertising Director – Bi Mart Corporation	541-554-7104
Tim Flowerday, Director of Operations – BootsNBeach, LLC	541-908-0169
Mike Dunn, Operations Coordinator – Cape Blanco Country Music Festival	541-521-5034
Karama Billick, Director of Event Planning – BootsNBeach, LLC.	541-953-2134
Taelor Hankins, Event Director – Cape Blanco Country Music Festival	541-517-7056

- **ACCESS**

The primary entrance/exit from Highway 101 is Cape Blanco Road to the entrance of the Puhl and McKenzie family properties. This entrance/exit is a maintained two paved road that is the primary access for Festival Campers, Vendors, and Suppliers to the Festival site.

There are three separate entrances into the Puhl property allowing for separation of production, patron and vendor traffic.

Access to the camping and GA parking located on the McKenzie property is through an improved gravel road.



The Paramedic team will be provided with maps of the venue and camping areas to assist in their ability to respond quickly to emergencies. This team will arrive on-site with the proper personnel and equipment to provide triage as needed until rescue units can arrive. Two on-site ambulances will be present.

### **CURRY COUNTY SHERIFF**

To assure the safety of the public, BootsNBeach, LLC. will be supplementing security staffing by negotiating with the Curry County Sheriff, for staff to assist in assuring quiet times are observed, quick response to incidents requiring the intervention of law enforcement and a reassuring presence to families and patrons attending the Cape Blanco Country Music Festival.

There shall be a minimum of two officers 24 hours per day, with an increase to four officers during the peak hours of 7:00PM to 2AM. The role of this team shall be to create a “presence” that reassures the public of their safety and deters potential problems, while assisting in the enforcement of quiet time. The Sheriff team will also assist the security staff with incident response that requires action beyond the capabilities of the security staff to assure continued public safety. It shall be the responsibility of the security staff to assure excellent communications with the Sheriff Team.

### **SECURITY STAFFING**

- **Venue**

**Venue Perimeter** – The venue perimeter shall be patrolled by rovers with a rover stationed at each unique venue line. It is important to have a rover not patrolling a line that is broken by a change of direction of venue perimeter as he/she will not have visual capability during parts of their shift.

**Crowd Control** – Teams of rovers within the crowd, each team responsible for a venue block not to exceed a potential participant count of 1500 people. In a venue of 21,500 this would mean 15 teams. The team concept is necessary so that one can engage while another continues observation.

Crowd control shall additionally include 6 rovers in plain clothes working the whole venue. These rovers will have the ability to communicate to the team within a designated area for quick response to incidents.

Front of stage and catwalk will be staffed by people with a commanding presence, yet they will be expected to have a high degree of tolerance and the ability to defuse a situation without appearing overtly physically threatening or heavy handed. Numbers here depend upon the performance artist and his/her demeanor and stage presence.

Hospitality, artist tents, and meet & greet tent presence will be an unobtrusive team presence. This team will only respond to overt actions by individuals and at the request of the performance artist. They will see themselves more as ambassadors for the venue than an enforcement presence.

which is on-site 24 hours a day, will assist security by providing enforcement each evening until quiet time is achieved. This team will also assist on-site security with public safety enforcement issues should they arise. It shall be the responsibility of the on-site security to maintain excellent communications with the Sheriff team so that all issues are logged and addressed in the appropriate manner to assure the peace and safety of all patrons.

Should an issue arise where the on-site team for a particular area is unable to contain the issue without assistance, in addition to the Sheriff team, the on-site team for the area will maintain communications with other areas and venue teams so that additional assistance and in-fill occurs, so no area is left unattended at any time.

- **Communications**

Communications are crucial to the success of the implementation of a security/public safety program that works effectively for CBCMF. To assure that adequate communications are maintained there will be two com centers for the event.

The first com and primary center will be located adjacent to the Sheriff Command. The second com center will be located in the center of the campground/RV areas. Both shall have a staff person 24 hours a day with a cell phone with speed dial to the sheriff teams, the operations manager, the other com center, and the overall security lead, and back up batteries. The phone shall not be allowed to go dead. If necessary to assure communications work properly, satellite phones will be rented.

Each com center will have a radio and two back up batteries with channels that connect directly to other com center, operations manager and security lead. Each Sheriff team will be provided a pre-programmed cell phone and back up battery with all necessary staff and security numbers, as well as a security radio so that they can monitor situations during their shifts.

Each com center will be staffed by a person who has the ability to respond quickly to situations and who can make sure that adjustments in staffing are made quickly to assure that no area is left unstaffed or unsupported. It shall be the further responsibility of each com center staff person to log and document all incidents, communications with sheriffs, or changes in staffing.

- **Daily**

The health of any plan or organization is dependent upon ability to adjust to needs and changing conditions. In order to evaluate the success and implementation of this security/public safety program BootsNBeach, LLC will meet with staff, security leads and a representative from the Sheriff's team each day prior to opening of the venue. This will allow CBCMF to make the adjustments necessary to assure the continued success of the plan and the safety of our patrons.

### **SAFETY LIGHTING**

Lighting for the festival grounds will be provided by light. Approximately 60 light towers will be place on the exterior of the venue property to ensure property safety and lighting to our ticket holders in the camping and

**NOISE LIMITATIONS**

Daily performances will be scheduled on concert stages beginning at approximately 11:00am. The final performance of each day will end at 11:00pm. All sound checks conducted during the festival will be between the hours of 8am and 11:00am.

Sound levels shall not exceed 55 d.b.a. at a distance greater than 1000 feet of the property boundary in which the event is held. The event property being designated by the Full Site map attached to this permit application.

**ATTENDANCE AND PARKING**

The EVENT will cap festival attendance at 21,500 ticket holders. Overnight RV and Tent campers will be capped at less than 12000 people. The event will provide 8000 daily 10 ft. X 20 ft. parking spaces. For overnight campers, the event will cap RV/TENT campsites at 3000 available spaces.

**SMOKING**

Smoking will be allowed in the concert venue in designated smoking areas.

# **Cape Blanco Country Music Festival**

PROMOTER: BootsNBeach, LLC.  
EVENT: Cape Blanco Country Music Festival  
DATES OF EVENT: July 28 – 31, 2016

## **SANITATION PLAN**

The Cape Blanco Country Music Festival will secure the services of a **licensed sanitation provider** (Bucks Sanitary Services) for the **Cape Blanco Country Music Festival** to provide all portable toilet, handicapped toilet, hand washing, gray water food service disposal, camping and solid waste facilities necessary to serve the proposed amount of guests and ticket holders at this event.

### **POTABLE WATER**

Potable and drinking water is available on-site at the festival water station located adjacent to the entrance gate leading into the primary festival property and at a water station inside the festival venue in the service corridor for the food vendors. **(Water analysis reports to be attached within 30 days prior to event)** Food vendors needing potable water will have access to the water station inside the festival venue and as a fail-safe will have access to the festival water storage tank. As per Oregon Health Authority Regulations the site will have adequate water reserves for the number of attendees attending the festival. Water on the festival site will include one tested well with capacity of at least 11 gallons per minute (15,840 gallons per day), water reserves in the holding tanks of RV campers (assuming a 45 gallon tank (most large motor homes have 100 gallon capacity)  $2000 \times 45 = 90,000$  gallons, and bottled water in sufficient supply to assure that should the need arise there will be a minimum of 10 gallons of water per person per day. This exceeds the 5 gallon minimum required as per oars 333-039-0015. It should be noted that there is also several ponds and two water trucks on site as back up. Food vendors can also provide their own water source under the supervision and regulation of the Curry Community Health. Hand washing units are provided in the event food vendor area to maintain sanitary food service conditions. Food vendors also have access to (8) 150-gallon disposal tanks for all gray water and grease disposal. RV campers will have access to a potable water service company for the refilling of potable water tanks on RVs.

### **TRASH CARTS**

Garbage Containers: 200-50 gallon units (Dispersed throughout site) – emptied on a regular rotation throughout each festival day into containers as stated above with a capacity of 200 cubic yards on-site exceeding oars requirement of 1 cubic yard per 125 people

Recycle Units: 50 (Dispersed throughout venue)

## Cape Blanco Country Music Festival

### Alcohol and Quiet Time Policy

- No alcohol permitted in non-licensed areas.
- No alcohol is allowed outside of the beer gardens inside the venue concert gates.
- No alcohol is allowed in the camping areas and parties with alcohol in the camping areas are prohibited.
- No alcohol is allowed in the parking areas and parties with alcohol in these areas are prohibited.
- Drinking by minors is prohibited.
- Minors may not drink alcoholic beverages on the ranch.
- Quiet Time will be enforced at midnight, in the campgrounds and main venue.
- Our third stage, which is an acoustic indoor stage, will operate from 11PM until 2AM to serve those who wish continued activity. In this way we will be able to contain those who would disrupt those enjoying quiet time.

As always, it is the responsibility of the Festival to provide a safe, family event as well as stay within the guidelines of Curry County Code for observing quiet hours.

Safety Measures, Quiet Time and Alcohol Policy will be enforced by CBCMF Security and the Curry County Deputies. Unfortunately, Festival-goers that choose to disregard the rules for alcohol consumption and reasonable behavior will lose their privilege to camp or be on the property.

#### **IV. IDENTIFICATION:**

**CBCMF President:** Anne Hankins  
(541) 521-2457  
[anne@countrymusicconcerts.com](mailto:anne@countrymusicconcerts.com)

**CBCMF:** Cape Blanco Country Music Festival  
Taelor Dunn (541) 517-7056

**Liaison Officer (LO):** (TBD) an employee designated by CBCMF

**Operational Commander (OC):** (TBD) designated individual of Curry County Deputies

**Head of Security:** Peter O'Rourke  
(541) 953-7297

**Operations Manager:** Mike Dunn (541) 521-5034

**Site Operations Coordinator:** Mike Dunn (541) 521-5034

**Site Personnel Lead Person:** Mike Dunn (541) 521-5034

**Contracted electrical distribution personnel:**  
Mike Dunn (541) 521-5034

**Bi-Mart Representative:** Don Leber, Bi-Mart  
(541) 554-7104  
[don.leber@bimart.com](mailto:don.leber@bimart.com)

**Pape Representative:** Pat Walsh, VOX PRPA  
(541) 513-1236  
[pat@voxprpa.com](mailto:pat@voxprpa.com)

#### **A. GENERAL EMERGENCY SITUATION RESPONSE PLAN:**

1. Any Security Staff becoming aware of a potential **untoward** incident or **emergency situation** must provide a situation report (SITREP) to the LO immediately, preferably by radio. The SITREP will include (Who, What, When, Where, Why):
  - a) **Who:** Number of people involved, age if it can be determined, etc...
  - b) **What:** Type of incident (fight, drunk person, fire, etc...)
  - c) **When:** Is the situation ongoing or has it been resolved already? How long has it been ongoing?
  - d) **Where:** Location of incident (specific section, parking area, camping, etc...)
  - e) **Why:** Any and all information deemed essential to the effective management of the situation.
2. On receipt of a SITREP, CBCMF (LO) will conduct an assessment in conjunction with the Head of the Security and OC to determine if the circumstances do, in fact, amount to a potential emergency situation. If assessed as such, the Emergency Situation Response Plan will be implemented. Otherwise CBCMF will manage the incident as an untoward incident.
3. CBCMF will halt any performances if deemed necessary after assessment. Only the CBCMF President or the LO may halt a performance.
4. Although there are natural breaks in the performances, any unplanned stoppage could indicate a possible emergency situation and create a public panic.
5. In the event a performance stoppage is necessary, CBCMF will instruct the Public Address System Controller to make the following announcement: "*COULD WE PLEASE ASK THE CROWD TO BE PATIENT. THERE WILL BE A SHORT DELAY*". Additional announcements will be directed or made by the CBCMF President, the LO or the OC. No other party may direct or make an announcement on the public address system.
6. Radio traffic, unless essential, will be restricted to that between the initial caller and CBCMF's LO and/or the OC. Any deviation from this protocol will be instigated by CBCMF.
7. CBCMF will consult with the LO and OC to determine the appropriate action plan required responding to the prevailing circumstances.
8. The Action Plan will then be relayed by radio to Deputies and Security Staff.
9. If evacuation of part or all of the Festival Site is required, Security Staff and Deputies will prevent re-entry without specific permission from CBCMF. Reentry determination will be a combined decision of the CBCMF President, the LO and the OC.
10. CBCMF will advise Security Staff of their appropriate Post-Emergency Situation reporting procedure.



### **C. CONTINGENCY FOR FIRE HAZARDS, BOMB THREATS, SUSPICIOUS PACKAGES / VEHICLES:**

The following three issues are considered emergency situations. The Deputies will take the lead in dealing with all of these situations. The following information has been given to the Security Staff regarding these hazards, however the Security Staff will respond at the direction of the OC with information passed through the LO. Deputies should be aware of these general guidelines; however, they should act in accordance with their normal established procedures with the information that is passed through the LO by way of a situation report. It is recommended that as per Homeland Security guidelines the event and the Sheriff department will in advance of the event contact the local FBI field office and request the assistance of the Special Events Coordinator in assessing potential threats.

#### **1. Fire Hazards:**

- a) The risk of fire in the vicinity of the Event is always present, particularly in the following key locations:
  - i) Mobile catering facility areas
  - ii) Generator locations
  - iii) Camping areas (camp fires/grilling/etc...)
- b) Security Staff and Site Personnel will be deployed in high-risk areas and have access to relevant equipment. The Fire Marshall has sanctioned all equipment for use. Although properly equipped, Security Staff and Site Personnel should only tackle a fire provided it will not endanger life and only once the immediate area has been evacuated. It is essential that, even if extinguished, all fires are reported to the Fire Department Staff on-site.
- c) Where possible, site personnel will close off only a limited area of the site to avoid mass crowd migration.
- d) All public vehicle movement will be suspended on site to keep access clear for emergency vehicles.
- e) Extra Security Staff will be deployed in specific areas to ensure pedestrians do not obstruct emergency vehicle access.

#### **2. Bomb Threats:**

CBCMF and the Security Staff must be aware of the potential, however negligible, of bomb threats and the ensuing actions that must be taken. Bomb threats may be received by any agency. In the event a bomb threat is received, the LO and OC must be informed immediately via a SITREP. The OC, with assistance of the LO, will be responsible for the coordination of the response to a bomb threat in accordance with agreed Curry County procedures.

#### **D. STAGE EMERGENCY PLAN STEPS FOR WEATHER EVENTS:**

1. CBCMF, Head of Security, the LO, and a designated representative from the Deputy's staff will meet each morning. A part of that meeting will include a review the current weather forecast. Should the forecast warn of a potential weather event, the weather will be monitored hourly and the following steps taken:
  - I. **Stage Back-drop**
    - a. @ 16 mph – all stage personnel notified
    - b. @ 20 mph – all stage personnel put on stand-by
    - c. @ 32 mph – stage personnel will lower back-drop
  - II. **Stage Main Roof Grid**
    - a. @ 16 mph – all stage personnel notified
    - b. @ 20 mph – all stage personnel put on stand-by
    - c. @ 30 mph - all stage personnel shall be evacuated from roof grid, spot towers, or other elevated positions within temporary structures on the site
  - III. **Stage Sound Bay Scrims**
    - a. @ 20 mph – all stage personnel notified
    - b. @ 30 mph – all stage personnel put on stand-by
    - c. @ 40 mph – stage personnel will take down scrims
2. If sustained wind speed or wind gusts reach 40 mph, all personnel, performers, technicians, and guests must clear the stage and roof area. All video walls, and large speaker clusters shall be lowered to the ground and secured. If lowering of the video walls is not possible then walls shall be located in the closed position (on mainstage). A safety perimeter of 100 yards will be established around the stage on all sides. This includes the dressing room trailers and the green room tent. The audience will be put on alert to prepare to evacuate the area as well.
  - a. CBCMF will utilize the Public Address system to broadcast clear and concise instructions to the crowd to move in accordance with the Action Plan.
  - b. Public co-operation should be requested and some reasoning behind the need to move explained.
  - c. Security Staff and Deputies should actively encourage the crowd to move in accordance with the public address announcement. They must attempt to reassure and calm the crowd. In the event of a failure of the public address system, Security Staff and Deputies will communicate information using portable loudhailers or megaphones.
3. If wind speeds reach 50 mph, all personnel including stage hands, stage managers, and riggers shall evacuate the stage area. The decision to lower the roof will be made by one of the Brown United Stage Company designated persons and he/she will make the decision along with CBCMF. If it is determined the audience must be cleared from the area, the Site Personnel, Security and Deputy Staff will perform this task as per the Evacuation Plan.

However, the safety of all crew must be taken into account at all times. In the event of a fire, no one will be allowed to re-enter the area until the all-clear has been given by the fire department.

- 8) Once the situation is under control, the OC in conjunction with the LO and the CBCMF President will determine if the event can continue or if an entire evacuation will be necessary.
  - a) Should the event be allowed to continue and people are readmitted. All festival security precautions shall be fully applied to assure that the incident does not allow or create a possibility of the introduction of firearms, potential terrorists or bombs upon readmission.
  - b) If the event is stopped altogether and an entire evacuation is deemed necessary, site personnel will begin the process of evacuating the event site. Site personnel, in conjunction with security staff and designated deputy officials will begin the process of traffic management to facilitate evacuation of the site.
  - c) If an emergency situation happens during the night, Deputy Officials on site will determine if evacuation would be more suitable during daylight hours, keeping in mind that many site workers will not be present during the overnight hours.
  - d) Each field will be cleared one at a time, starting with the main GA parking field. Exit will follow the established traffic control plan for the festival (attached).
- 9) A de-brief will be conducted after the event with the deputy and relevant authorities and will include all designated CBCMF staff deemed necessary by the President or Operations Manager. Both the Bi-Mart and Pape representatives are invited to participate in all after action de-briefs.
- 10) CBCMF designated personnel will provide press releases as necessary and schedule interviews when convenient to the designated staff. No press will be allowed on the premises during the evacuation process.
- 11) All situations, both emergency and non-emergency, require notification of both the Bi-Mart and the Pape representatives listed above in paragraph IV of this document. Although notification of said representatives is a requirement, press releases or other communications to external media are restricted to designated CBCMF personnel.

**Attachment: Homeland Security Publication -  
Protective Measures Guide for the U.S. Outdoor Venues Industry**