

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

**City Council**

**Mayor**  
Hank Williams

**Ward I**  
Bruce Dingler

**Ward II**  
Kelly Geiger

**Ward III**  
Ellie George

**Ward IV**  
Allen Broderick

**At Large**  
Carol Fischer  
Kay Harrison

**Administration**  
Phil Messina, City  
Manager  
Chris Clayton, Assistant  
City Manager  
Deanna Casey, City  
Recorder

**Community  
Development  
Department**  
Tom Humphrey, Director

**Finance Department**  
Bev Adams, Director

**Human Resources**  
Barb Robson, Director

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

**Police Department**  
Jon Zeliff, Chief

**CITY OF CENTRAL POINT  
City Council Meeting Agenda  
April 12, 2012**

Next Res. No. 1328  
Next Ord. No. 1957

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC APPEARANCES**

**V. CONSENT AGENDA**

- A. Approval of March 22, 2012, City Council Minutes
- B. Approval of Bingo Applications

**VI. ITEMS REMOVED FROM CONSENT AGENDA**

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

A. Resolution No. \_\_\_\_\_, A Resolution Approving a  
Telecommunications Franchise Agreement Between the City of Central Point  
and LightSpeed Networks (Nolte)

Pgs. 1 - 13

B. First Reading of an Ordinance Amending Subsection 9.68.170  
and 9.68.220 and Adding Subsections 9.68.230 and 9.68.240 of the Central  
Point Municipal Code to Prohibit Nudity and Smoking in Designated Park  
Areas

Pgs. 14 - 16

C. First Reading of an Ordinance Amending Sectins 8.36 of the  
Central Point Municipal Code to Provide for Clear and Concise Rules for the  
Skate Park

Pgs. 17 - 20

**VII. BUSINESS ITEMS**

- A. Planning Commission Report (Humphrey) Pgs. 21 - 22
- B. Appointment to Planning Commission (Humphrey) Pgs. 23 - 29

**IX. MAYOR'S REPORT**

**X. CITY MANAGERS REPORT**

**XI. COUNCIL REPORTS**

**XII. DEPARTMENT REPORTS**

**XIII. EXECUTIVE SESSION**

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

**XIV. ADJOURNMENT**

# **Consent Agenda**

**CITY OF CENTRAL POINT  
City Council Meeting Minutes  
March 22, 2012**

**I. REGULAR MEETING CALLED TO ORDER**

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL:** Mayor: Hank Williams  
Council Members: Allen Broderick, Bruce Dingler, Carol Fischer, Kelly Geiger, and Kay Harrison were present. Ellie George was absent.

City Manager Phil Messina; City Attorney Paul Nolte; Police Captain Kris Allison; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore; and City Recorder Deanna Casey were also present.

**IV. PUBLIC APPEARANCES- None**

**V. CONSENT AGENDA**

**A. Approval of March 8, 2012, City Council Minutes**

**Kay Harrison made a motion to approve the Consent Agenda as presented.** Carol Fischer seconded. Roll call: Allen Broderick, yes, Bruce Dingler, yes; Kelly Geiger, yes; Carol Fischer, yes; Kay Harrison, yes; and Hank Williams, yes. Motion approved.

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

**VII. BUSINESS**

**A. Rogue Valley Council of Governments Annual Report**

RVCOG Director Michael Cavallaro presented the January 2012 Program and Financial Update. He stated that they are running in the black and continue to provide all the services needed for the Rogue Valley. They will be authorizing a small raise for most of the employees this year. Some of them have not had a salary increase in over four years.

Mr. Cavallaro updated the Council on the RPS process. They met with LCDRC in Newport to review the findings. We were able to get detailed input of what will be acceptable to them with the finished product. This helps all to proceed with the assurance that the plan will be approved at state level.

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

**A. Second Reading – Ordinance 1957, An Ordinance Adding Subsection 12.20.025 to the Central Point Municipal Code to Prohibit the Transfer of Property Between a Pedestrian and Vehicle Occupant on the Vehicular Portion of a Highway.**

Captain Allison stated that there were no recommended changes at the first reading of this ordinance commonly called the Panhandler Ordinance. Approval of this ordinance will allow officers to issue citations if needed for pedestrians or occupants of a vehicle if they transfer items while the vehicle is on the public right of way. This will give the officers authority to approach pedestrians if they are believed to be panhandling. The Police Department will work with property owners on where the best place to post signs will be.

Council members were concerned at the first reading that this would cause issue for the Fire District Boot Drive Fundraiser. As explained at the first reading our Ordinance covers fundraisers as an exception. The State also passed a bill that allows the fire districts to do this fundraiser.

**Kelly Geiger moved to approve Ordinance 1957, An Ordinance Adding Subsection 12.20.025 to the Central Point Municipal Code to Prohibit the Transfer of Property Between a Pedestrian and Vehicle Occupant on the Vehicular Portion of a Highway.** Kay Harrison seconded. Roll call: Allen Broderick, yes, Bruce Dingler, yes; Kelly Geiger, yes; Carol Fischer, yes; Kay Harrison, yes; and Hank Williams, yes. Motion approved.

**B. Resolution No. 1328, A Resolution Setting a Public Hearing and Initiating Proceedings to Annex 1.79 Acres Known as Skyrman Central Point Arboretum, Identified on the Jackson County Assessor's Map as 37 2W 03 BD, Tax Lots 700 and 800.**

Community Development Director Tom Humphrey explained that in order for the City to proceed with improvements to Skyrman Central Point Arboretum we first need to annex the property into the city. The proposed Resolution sets the public hearing for April 26, 2012.

There was discussion regarding creating more county islands. Mr. Humphrey stated that staff is working on the surrounding property owners to encourage them to annex. But at this time we need to annex the city owned property without issue. The Parks Department has plans ready to start in the spring, if we were to include other properties at this time it may slow the process and we would not be able to do the work within our window of opportunity. Staff will return at a later date with recommendations for the other areas within the City that need to be annexed.

**Allen Broderick made a motion to approve Resolution No. 1328, A Resolution Setting a Public Hearing and Initiating Proceedings to Annex 1.79 Acres Known as Skyrman Central Point Arboretum, Identified on the Jackson County Assessor's Map as 37 2W 03 BD, Tax Lots 700 and 800.**

Kelly Geiger seconded. Roll call: Allen Broderick, yes, Bruce Dingler, yes; Kelly Geiger, yes; Carol Fischer, yes; Kay Harrison, yes; and Hank Williams, yes. Motion approved.

**C. Resolution No. 1329, A Resolution Exercising the Power of Eminent Domain for Property Adjacent to Oak Street Parking Lot.**

Parks and Public Works Director Matt Samitore stated that the proposed resolution encourages the property owner to work with the City on an acceptable price for purchasing property for a parking lot or asking for a temporary construction easement. The city would have the authority to pay fair market value if the property owner comes back with an offer that is outside our price limit. We have the authority to pay what is in the best interest of the City. This is a requirement for State and Federal funds to ensure that the project is not delayed because the property owners and the City cannot come to terms regarding a temporary easement.

Mr. Samitore stated the current plans show three parking spaces that are on Mr. Synard's property. He believes that we can remove those three spaces without jeopardizing the project and the Federal Funding. However, we still need the resolution approved in order to acquire the temporary construction easements with the surrounding property owners. The City does not intend to use the resolution as a way to acquire property. Mr. Samitore stated that a temporary easement is only during the construction period. The City will pay the property owners a fee for being able to cross property lines in order to complete the construction for the parking lot on Oak Street.

Council members were concerned about the possibility of Eminent Domain and explained that they did not wish to take property from a citizen unless they are willing. There was discussion of temporary easements and the process to acquire them. Mr. Samitore stated that the City has approved resolutions like this in the past in order to complete public improvements. If we continue to apply for federal and state funding it is a requirement in most cases. They want assurance from the City that the project will go forward if there are issues with property owners.

**Kay Harrison made a motion to approve Resolution No. 1329, A Resolution Exercising the Power of Eminent Domain for Property Adjacent to Oak Street Parking Lot.** Carol Fischer seconded. Roll call: Allen Broderick, yes, Bruce Dingler, yes; Kelly Geiger, yes; Carol Fischer, yes; Kay Harrison, yes; and Hank Williams, yes. Motion approved.

**IX. MAYOR'S REPORT**

Mayor Williams reported that:

- He attended the Electric Vehicle Charging Station grand opening.
- He attended the Red, White and Boom Celebration meeting. The goal is to include this into Central Point's 4<sup>th</sup> of July celebration.

- He attended the Medford Water Commission meeting. They approved their Capital Improvement Plan Budget of over 10 million dollars and discussed the conservation committees.

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

City Manager Phil Messina reported that:

- He attended a Water Law Class conducted by the League of Oregon Cities.
- He attended The Red, White, and Boom meeting to discuss the City's involvement in the celebration.
- Chief Zeliff has announced his retirement effective June 30, 2012. Kris Allison will be appointed as Interim Chief.

## **XI. COUNCIL REPORTS**

Council Member Carol Fischer reported that she attended the multicultural committee meeting and the electric charging station ribbon cutting ceremony.

Council Member Kay Harrison reported that:

- She attended the Jackson County Expo meeting where they talked about budgeting and the rodeo.
- She attended the electric charging station ribbon cutting.
- She attended an MPO Pac meeting. They reviewed a freight study that was conducted a few years ago.
- She attended an RVSS meeting. They are currently working with the city of Shady Cove.
- She attended an RVCOG Executive meeting. They have been asked by Curry County to help with out-sourcing some programs they no longer have funds for.

Council Member Kelly Geiger reported that he attended the electric charging station ribbon cutting ceremony.

Council Member Allen Broderick reported that the Arts Commission meeting was cancelled. He is a little concerned about budget items they were going to discuss. He also stated that he attended the Cheese Festival and it seemed to have been a very successful event again this year.

## **XII. DEPARTMENT REPORTS**

Parks and Public Works Director Matt Samitore invited the Council and citizens to attend the Eggstravaganza in Twin Creeks Park on April 7<sup>th</sup>.

Captain Kris Allison reported that the department has been busy covering events like the Shamrock Run, and Cheese Festival. They sent two lieutenants to training in Bend. She stated that she is honored to be chosen as Interim Chief and plans to serve the citizens for a long time. She has chosen Lt. Brian Day as

her new Captain. There will be processes to move people into vacant positions as the time gets closer.

Community Development Director Tom Humphrey reported that there has been more interest in commercial development over the last few weeks. There are two businesses proceeding on Hwy 99. He was also approached by Commissioner Skundrick regarding Destination Boot Camp. They are interested in the program at the state level.

**XIII. EXECUTIVE SESSION - None**

**XIV. ADJOURNMENT**

Allen Broderick moved to adjourn, Kay Harrison seconded, all said "aye" and the Council Meeting was adjourned at 8:23 p.m.

The foregoing minutes of the March 22, 2012, Council meeting were approved by the City Council at its meeting of April 12, 2012.

Dated:

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

ATTEST:

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





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

**ISSUE SUMMARY**

MEETING DATE: April 12, 2012	STAFF MEMBER: Deanna Casey
SUBJECT: Bingo Applications	DEPARTMENT: Administration
ACTION REQUIRED:  <input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading <input type="checkbox"/> Resolution <input type="checkbox"/> Information/Direction <input checked="" type="checkbox"/> <b>Consent Agenda Item</b> <input type="checkbox"/> Other	ADVISORY BOARD/COMMISSION RECOMMENDATION:  <input checked="" type="checkbox"/> <b>Approval</b> <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not applicable  Comments:

**STAFF RECOMMENDATION:**

Central Point Municipal Code 9.32.040 regulates gambling operations within the City of Central Point. Oregon Revised Statutes regulate gambling state wide. The City Council is directed to regulate the games according to current codes. A very old code states that the City Council must approve Bingo applications as provided by the City.

There are two applications for the consent agenda.

- 1) Central Point Senior Center is a Class D type which covers non-profit agencies who are raising funds for their organization. The Center will keep a percentage of the profits. They have received an official license from the State of Oregon to begin their Bingo games through 2013.
- 2) Hidden Grove/Green Valley Homeowners Association would like to hold social only games. The house does not keep a percentage all proceeds would be returned to players in forms of gifts for winning. The HOA does not have any games planned until later this fall.

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#### IV. OFFENSES AGAINST PUBLIC DECENCY

##### Chapter 9.32 GAMBLING\*

###### Sections:

[9.32.010](#) Game--Operation unlawful.

[9.32.020](#) Visiting or frequenting gambling place unlawful.

[9.32.030](#) Devices--Nuisance--Confiscation and destruction.

[9.32.040](#) Bingo.

\* For statutory provisions concerning gambling and related offenses, see ORS 167.117--167.162.

###### **9.32.010 Game--Operation unlawful.**

If is unlawful for any person to operate or assist in the operation of any gambling game played for money or other representative of value, or to operate or assist in the operation of any lottery. (Ord. 306 §12, 1951).

###### **9.32.020 Visiting or frequenting gambling place unlawful.**

It is unlawful for any person to visit or frequent any gambling place or place where lottery is conducted. (Ord. 306 §13, 1951).

###### **9.32.030 Devices--Nuisance--Confiscation and destruction.**

It is unlawful for any person to have in his possession any property, instrumentality or device designed or peculiarly adapted for use in any gambling game. Any such property, instrumentality or device is declared to be a nuisance, and it shall be the duty of any police officer to seize any such gambling paraphernalia and forthwith to deliver the same into the custody of the city recorder. Upon the conviction of any person violating the provisions of this section, it shall be the duty of the city recorder to order any gambling paraphernalia so taken from such person to be confiscated and destroyed. (Ord. 306 §14, 1951).

###### **9.32.040 Bingo.**

Notwithstanding the other provisions of this chapter, any charitable, fraternal or religious organizations may make written application to the city administrator, upon forms to be provided by the city, to conduct games of bingo. Such application shall be scheduled before the next regular council meeting, and the city council shall consider the application and may approve, deny or approve the application with conditions. The council may periodically, on its own motion, review the application, and revoke such approval or add additional conditions as it deems in the best interest of the city. All applicants shall comply with all other federal, state and local laws and regulations governing conduct of such games. (Ord. 1334 §1, 1979).

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## Oregon Department of Justice Attorney General John Kroger

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### FAQs

### Definitions

#### Charitable Gaming

Charitable gaming regulated by the Oregon Department of Justice consists of bingo, raffle and Monte Carlo events in which the proceeds are used to fund the activities of charitable organizations. It **does not** include tribal casinos, which are federally regulated with local oversight provided by the Oregon State Police's Gaming Enforcement Division.

#### Bingo

Bingo is a game played on a purchased card printed with a grid of horizontal and vertical lines of numbers. Numbers are drawn from a receptacle holding no more than 90 numbers until there is a winner (or winners). Winners are determined by covering (or uncovering) the selected numbers in a designated combination, sequence or pattern as they appear on the player's card.

#### Raffle

A raffle is a form of lottery in which each participant buys a chance for a prize and the winner is determined by a random drawing. As with all lotteries, a raffle includes the elements of consideration, chance and a prize. Consideration is presumed to be present unless it is clearly and conspicuously disclosed to prospective participants that tickets may be acquired without contributing something of economic value.

#### Social Gaming

A "social game" is one in which **all** the money wagered is returned to the players in the form of prizes. The house cannot take a "cut" or percentage of the money or otherwise profit in any manner from the operation of a game. Social games in businesses, private clubs, or places of public accommodation can be conducted **only** if there is an enabling ordinance (usually a social gaming ordinance) by the local jurisdiction. Social games that are conducted in private residences are permissible.

CITY OF CENTRAL POINT APPLICATION  
LICENSE TO OPERATE BINGO GAMES

This application is for a:

Class C      Class B      Change in Primary Contact  
(Attach a copy of State License)

Full Name of Organization: Central Point Area Senior Citizens, Inc.

Mailing Address: 123 N. 2nd Street

Street Address where bingo games will be held: 123 N. 2nd Street

Daytime Phone Number: 541 664 4933

Primary Bingo Contact Person: Bobbie Halley

Daytime Phone Number: 541 664 1453 After Hours Number: \_\_\_\_\_

Primary Contact Address: 463 N. 6th St. Central Point OR 97502

Drivers License # \_\_\_\_\_ Date of Birth: 4-9-1943

Central Point Municipal Code 9.32.040 regulates gambling operations within the City of Central Point. Oregon Revised Statutes regulate gambling operations state wide. By signing this document you acknowledge the information set forth in ORS and CPMC will be followed.

Bobbie Halley

Primary Contact Signature

2/15/12

Date

This application was approved by the City of Central Point City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

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

## BINGO LICENSE

This license authorizes the organization named herein to operate bingo games in Oregon until the expiration date shown below. This license is valid only at the location specified. Licensees may not be transferred or assigned. This license must be posted in a conspicuous place and open to view by the public. Questions regarding this license may be directed to the Oregon Department of Justice Gaming Unit at (877) 873-1880.

Licensee:

Central Point Area Senior Citizens  
123 N 2nd  
Central Point, OR 97502

License #: B-15196

License Expiration: 2/28/2013

License Class: D

Licensed Premises:

Central Point Area Senior Citizens  
123 North 2nd Street  
Central Point, OR 97502  
Jackson County

**2013**

CITY OF CENTRAL POINT APPLICATION  
LICENSE TO OPERATE BINGO GAMES

This application is for a:  Class C  Class B  Social Game Only  
(Attach a copy of State License if applicable) 6, 71

Full Name of Organization: Hickman House / Green Valley Homeless Association  
Mailing Address: 491 Hickman Road CP OR 97503  
Street Address where bingo games will be held: 490 Hickman Rd  
Daytime Phone Number: 541-664-5996  
Primary Bingo Contact Person: Carrie Andrews  
Daytime Phone Number: 541-664-5996 After Hours Number: 541-501-1471  
Primary Contact Address: 2044 Lane Lane CP  
Drivers License #: OR 8584157 Date of Birth: 10/1/71

Central Point Municipal Code 9.32 040 regulates gambling operations within the City of Central Point. Oregon Revised Statutes regulate gambling operations state wide. By signing this document you acknowledge the information set forth in ORS and CPMC will be followed.

Carrie Andrews 3/3/12  
Primary Contact Signature Date

This application was approved by the City of Central Point City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST: \_\_\_\_\_  
City Recorder

Mayor Hank Williams

# **Resolution**

## **Approving Franchise Agreement with LightSpeed Networks**



**ADMINISTRATION DEPARTMENT**

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

**STAFF REPORT**

April 12<sup>th</sup>, 2012

**AGENDA ITEM: Telecommunications Utility Franchise Agreement**

Consideration of Resolution No. \_\_\_\_\_ Recommending adoption of a Telecommunications Franchise Agreement between the City of Central Point and LightSpeed Networks, Inc. dba LS Networks.

**STAFF SOURCE:**

Paul Nolte, City Attorney / Chris Clayton, Assistant City Manager

**BACKGROUND:**

LightSpeed Networks has requested the Central Point City Council consider a franchise agreement that would permit Light Speed Networks to begin offering telecommunication services within the City’s jurisdictional boundaries.

LS Networks is one of Oregon’s fastest growing telecommunications companies, providing integrated telecommunications solutions to Carriers, Education, Enterprise Business and Government customers. These solutions include advanced network transport, access, and productized services in major cities and rural communities throughout Oregon. LS Networks’ product portfolio includes Wavelength, Resilient Ring Protected (RPR) Ethernet and Ethernet over SONET (EoS) for emerging Wide Area Ethernet (WAE) applications, TDM Private Line, Virtual Local Area Network (VLAN) and dedicated internet.

LS Networks’ shareholders include: Central Electric Cooperative, Rural Services Company (the holding company of Umatilla Electric Cooperative), Douglas Electric Cooperative, Hood River Electric Cooperative, Coquille Economic Development Corporation, and West Oregon Electric Cooperative.

**FISCAL IMPACTS:**

The proposed telecommunications franchise agreement with LightSpeed Networks includes a fee equal to 7% of annual gross revenue. A review of the 2012 League of Oregon Cities (LOC) franchise fee survey identified existing franchise agreements between LightSpeed Networks and the following Oregon communities during the 2010/2011 fiscal cycle:

COMMUNITY	FRANCHISE FEE	FY 2010/2011 REVENUE
Corvallis	7% fee	\$5,447.00
Grants Pass	7% fee	\$22,532.00
Klamath Falls	7% fee	\$32,867.00
Salem	7% fee	\$49,602.00



Any revenue generated during fiscal cycles 2011/2012 & 2012/2013 will be allocated to the City's general fund.

**FINDINGS:**

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1. LightSpeed Networks, Inc. is a regulated public utility that is requesting permission to offer telecommunications services to the citizens of Central Point.
2. The proposed franchise agreement meets the conditions established by both the 1996 Federal Telecommunications Act and Chapter 12.40 (telecommunications infrastructure) of the Central Point Municipal Code.
3. The proposed franchise agreement includes a term of five years.
4. LightSpeed Networks, Inc. has requested a nonexclusive franchise to construct, install, maintain, extend and operate a telecommunications utility in the City as designated in this agreement.
5. The City desires to set forth the terms and conditions by which LightSpeed Networks, Inc. may use the rights of way within the City.
6. The City of Central Point and LightSpeed Networks, Inc. have agreed to terms as designated in the proposed agreement.

**ATTACHMENTS:**

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1. Telecommunications Franchise Resolution.
2. Telecommunications Utility Franchise Agreement between the City of Central Point and LightSpeed Networks, Inc.
3. LightSpeed Network's Oregon Infrastructure Map

**RECOMMENDATION:**

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Approve Resolution No. \_\_\_\_\_ Adopting a Telecommunications Franchise Agreement between the City of Central Point and LightSpeed Networks, Inc.

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

A RESOLUTION APPROVING A TELECOMMUNICATIONS  
FRANCHISE AGREEMENT BETWEEN THE CITY OF CENTRAL POINT AND  
LIGHTSPEED NETWORKS.

RECITALS:

- A. LightSpeed Networks, Inc. dba LS Networks is requesting Council Consideration of a proposed telecommunications franchise agreement.
- B. The proposed franchise agreement between the City of Central Point and LightSpeed Networks is for a period of 5 years.
- C. The proposed franchise agreement meets the conditions established by the Federal Telecommunications act of 1996 and the chapter 12.40 of the Central Point municipal code.

The City of Central Point resolves:

**Section 1.** The attached franchise agreement between the City of Central Point and LightSpeed Networks, Inc. dba LS Networks is approved and the Mayor is authorized to execute the agreement on behalf of the City.

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

\_\_\_\_\_  
Council President Bruce Dingler

ATTEST:

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

City of Central Point  
Telecommunications Franchise Agreement  
LightSpeed Networks, Inc. dba LS Networks

Franchise agreement authorized pursuant to Central Point Municipal Code Chapter 12.40, Telecommunications Infrastructure, between the City of Central Point (City) and LightSpeed Networks, Inc. dba LS Networks (Grantee) and dated this 28 day of March, 2012.

**1. Grant of franchise.** Subject to the provisions and restrictions of this agreement and the Charter and the Municipal Code of Central Point, City grants to Grantee the non-exclusive privilege to use the public rights-of-way to construct and maintain telecommunication facilities within the corporate limits of the City.

- 1.1. For purposes of this agreement, and in addition to the definitions contained in Chapter 12.40, Telecommunication Services means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used" and Telecommunications is defined as "the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received."
- 1.2. Upon the annexation of any territory to the City, the rights of Grantee in this agreement shall extend to the annexed territory to the extent the City has such authority. All facilities owned, maintained, or operated by Grantee located within any public rights of ways of the annexed territory shall be subject to all of the terms of this agreement.

**2. Term.** The term of this franchise shall be five years from the date listed above and shall renew automatically for 3 additional periods of 5 years each unless notice is given by either party 90 days before expiration of its intent to terminate the franchise or unless terminated sooner as provided in this agreement or as provided in Chapter 12.40. This franchise may be terminated by the City at any time upon 30 days written notice for failure to comply with the other provisions of this agreement or the Municipal Code of Central Point, unless such failure is remedied within the 30 day period. Upon termination or expiration of the franchise, Grantee shall remove all of its facilities from the City's rights of way as provided in Chapter 12.40.

**3. Fee.**

- 3.1 Grantee shall pay as a franchise fee to the City, through the duration of this franchise, an amount equal to seven percent of Grantee's gross revenues. Payment of the franchise fee shall be made quarterly on or before April 30, July 31, October 31 and January 31 for the calendar quarter immediately preceding each of these dates. Grantee shall pay a pro rata fee for the last annual payment to the date of termination in addition to any other sums due the City and shall make such payment within 30 days of termination.

3.1.1. Gross revenue means revenue of Grantee or any affiliate of Grantee in whatever form accrued from all sources in connection with

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

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

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

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

3.3. No acceptance of any payment by Grantee shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable. All amounts paid shall be subject to confirmation and recomputation by the City, provided that such audit and computation is completed within three years of the date any audited and recomputed payment is due. If no such audit or financial review is conducted within the three year period, then any claim that the City might have had for additional compensation shall be forever waived and relinquished. Grantee agrees to reimburse the City for:

3.3.1. The reasonable costs of such confirmation if the City's recomputation discloses that Grantee has paid 95 % or less of the franchise fees owing for the period at issue upon receipt of an invoice from the City

showing such costs were actually incurred and directly related to the audit; or

- 3.3.2. One-half of the reasonable costs of such confirmation if the City's recomputation discloses that Grantee had paid more than 95% but less than 98% of the franchise fees owing for the period at issue.
- 3.3.3. The City's costs which may be reimbursed under this section shall not exceed \$5,000.00 per audit or financial review.
- 3.3.4. If the City determines that Grantee made any underpayment, and that the underpayment exceeded five percent of the amount due, Grantee shall pay interest compounded at the rate of one percent over the existing prime rate as set by the bank with which the City contracts for its banking services, compounded monthly. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.
- 3.3.5. If the City determines that Grantee has made any overpayment, it shall immediately refund such overpayment to Grantee. If the overpayment exceeded five percent of the amount due, Grantee shall pay interest compounded at the rate of one percent over the existing prime rate as set by the bank with which the City contracts for its banking services, compounded monthly. Interest shall be due on the entire overpayment from the date on which the overpayment was made until the date on which refund is made.
- 3.4. If Grantee disputes the City's determination of underpayment, Grantee shall place the disputed amount in an escrow account until final resolution.
- 3.5. All Grantee's books, maps, and records directly concerning its gross revenues under this franchise and its calculation of franchise fee payments to the City shall be open for inspection by the proper officers or agents of the City, upon no less than 48 hours prior written notice, during normal business hours to determine the amount of compensation due the City under this franchise, and shall be kept so as to accurately show the same.
- 3.6. Payment of the franchise fee shall not exempt Grantee from the payment of any license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.
- 3.7. Grantee shall make its telecommunications services available to the City at its most favorable rate offered at the time of the request charged to a similar user within Oregon for a similar volume of service, subject to any of Grantee's tariffs or price lists on file with the Oregon Public Utilities Commission. Grantee may deduct the applicable charges from franchise fee payments. Other terms and conditions of such services may be specified in a separate agreement between the City and Grantee.

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

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

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

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

- Bodily Injury/Death \$1,000,000
- Property Damage \$1,000,000
- Automobile Liability \$1,000,000
- Workers' Compensation \$1,000,000
- Explosion, Collapse, Product Hazard \$1,000,000

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

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

- 6.1. Grantee shall defend, indemnify and hold the city and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by Chapter 12.40 or by this agreement.
- 6.2. Grantee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or

resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities in the public rights-of-way in a timely manner in accordance with a relocation schedule furnished to Grantee by the City Engineer, unless Grantee's failure arises directly from the City's negligence or willful misconduct.

- 6.3. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

## 7. Construction and Relocation.

- 7.1. Subject to applicable regulations of the City, Grantee may perform all necessary construction to construct, operate and maintain its telecommunications system. All construction and maintenance of any and all telecommunications system facilities within public rights-of-way incident to Grantee's provision of telecommunications services shall, regardless of who performs installation or construction, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits necessary for installation or construction of any such facilities, and for excavation and laying of any telecommunications system facilities within City public rights-of-way. Grantee shall pay all applicable fees due for City construction permits.
- 7.2. Prior to beginning construction, Grantee shall provide the City with an initial construction schedule for work in the public rights-of-way and the estimated total cost of such work. The schedule shall be submitted at least two weeks in advance of construction.
- 7.3. Grantee may make excavations in the City public rights-of-way for any facility needed for the maintenance or extension of Grantee's telecommunications system, subject to obtaining permits from the City. Prior to doing such work, Grantee must apply for, and obtain, appropriate permits from the City, and give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation.
- 7.4. In the event that emergency repairs are necessary for Grantee's facilities in the public rights-of-way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency. Grantee must comply with all ordinance provisions relating to such excavations or construction, including the payment of permit or license fees.

- 7.5. Grantee is responsible for becoming familiar with, and understanding the provisions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes"). Grantee shall comply with the terms and conditions set forth in the One-Call statutes.
- 7.6. Grantee shall at its own expense temporarily or permanently remove, relocate, change or alter the position of any of its facilities when directed to do so by City in compliance with Chapter 12.40.
- 7.7. Grantee's telecommunications system shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems or any other facilities of the City.
- 7.8. Where Grantee installs its telecommunications facilities under or adjacent to any existing paved bicycle path, the path shall be overlaid with a new asphalt surface after construction. Where Grantee installs its telecommunication facilities along the route of a planned bicycle path, the City may require Grantee to construct the bicycle path as a condition of plan approval. All such bicycle path repair and construction shall be at Grantee's expense.
- 7.9. Upon completion of construction of any new facilities, Grantee shall promptly furnish the City with two sets of "as built" plans showing the exact location and construction details of all of Grantee's facilities. New plans will be furnished promptly for any additions or modifications.

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

- 7.10. Except in the case of an emergency, within ninety days following the written notice by the city, Grantee shall, at no expense to City, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public rights-of-way whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:
  - 7.10.1. The construction, repair, maintenance or installation of any city or other public improvement in or upon the public rights-of-way;
  - 7.10.2. The operations of the city or other governmental entity in or upon the public rights-of-way;
  - 7.10.3. The public interest.
- 7.11. Should it ever become necessary to temporarily rearrange or temporarily remove Grantee's telecommunications facilities at the request of a private person or business, Grantee shall perform such rearrangement or removal as expeditiously as possible upon receipt or reasonable written notice from the business or person desiring the temporary change of the telecommunication facilities. The notice shall:
  - 7.11.1. be approved by the City Manager;
  - 7.11.2. detail the route of movement;



- 7.11.3. provide that the costs incurred by Grantee in making the temporary change be borne by the person or business giving said notice;
- 7.11.4. provide that the person or business giving the notice shall indemnify and hold harmless Grantee of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary change of Grantee's telecommunications facilities, and (e) if required by Grantee, be accompanied by a cash deposit or a good and sufficient bond to pay any and all of Grantee's estimated costs as estimated by Grantee.

**8. Reservation of City Public rights-of-way Rights; Requirements for Undergrounding.**

- 8.1. Nothing in this franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing or altering any public rights-of-way or constructing or establishing any other public work or improvement.
- 8.3. Grantee's telecommunication facilities shall be installed underground unless Grantee contracts with another City of Central Point franchisee to employ that franchisee's above-ground facilities in place at the time this franchise is granted. It shall be lawful for Grantee to make all necessary excavations in any public way for the purpose of constructing and maintaining its telecommunication facilities. Provided, however, that Grantee's use of the public way shall be subject to the City Manager's authority to prescribe which public way will be used and the location within the public way, which authority is hereby expressly reserved by the City and delegated to the City Manager.
- 8.4. Whenever all new or existing electric utilities or telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee with permission to occupy the same public right-of-way must also locate its telecommunications facilities underground.
- 8.5. Whenever all new or existing electric utilities or telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee that currently occupies the same public right-of-way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public right-of-way, absent extraordinary circumstances or undue hardship as determined by the city and consistent with applicable state and federal law.

**9. Repair.** Grantee shall at all times maintain all of its telecommunication facilities in a good state of repair. Motorized vehicles shall not be allowed on any public bicycle paths and landscaped areas, except when necessary to install, remove or repair Grantee's facilities. Except in an emergency, permission shall be obtained from the City Public Works Department before using motorized vehicles on any public bicycle paths and landscaped areas. Any damage to any public way or landscaped areas caused by Grantee shall be repaired by Grantee at no cost to the City. Grantee shall have a local representative

federal or state laws or regulations, the remainder of this franchise shall not be affected, unless the city council determines such section, provision, or clause was material to the City's agreement to issue a franchise to Grantee.

11.3. The City Manager is authorized to act for the City in all matters pertaining to this agreement. Grantee may appeal any action of the City Manager to the City Council by giving written notice thereof within 21 days after Grantee was notified of such action. The City Council will hear the appeal and render a final decision within 30 days after the notice of appeal is given. Grantee shall not be relieved of its obligations to comply with any of the provisions of this franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this franchise by reason of such failure or neglect.

11.4. Any litigation between the City and Grantee arising under or regarding this franchise shall occur, if in the state courts, in the Jackson County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

11.5. Whenever any notice is given pursuant to this ordinance, it shall be effective on the date it is sent in writing by registered or certified mail, addressed as follows:

To the City: City Manager, City of Central Point, 140 S. Third St., Central Point, OR 97502

To Grantee: Contracts Administration, LS Networks, 921 SW Oregon St., STE 370, Portland, OR 97205

Notice of change of address may be given in the same manner as any other notice.

11.6. In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, the City's liability shall be limited to the cost of repair or replacement of damaged facilities, whichever is less. The City shall not be liable to Grantee for lost revenue, lost profits, incidental or consequential damages or claims of third parties arising from damage to Grantee's facilities. Grantee covenants that it will not assert any claim against the City for any liability, loss, or damage excluded under this section.


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

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

the public way. However, Grantee shall pay any charges and penalties imposed by the City for noncompliance with Charter provisions, ordinances, resolutions or permit conditions.

Grantee  
LightSpeed Networks, Inc.

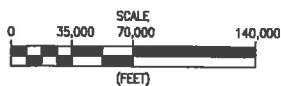
City

By:   
\_\_\_\_\_  
Michael Weidman  
Title: President and CEO

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

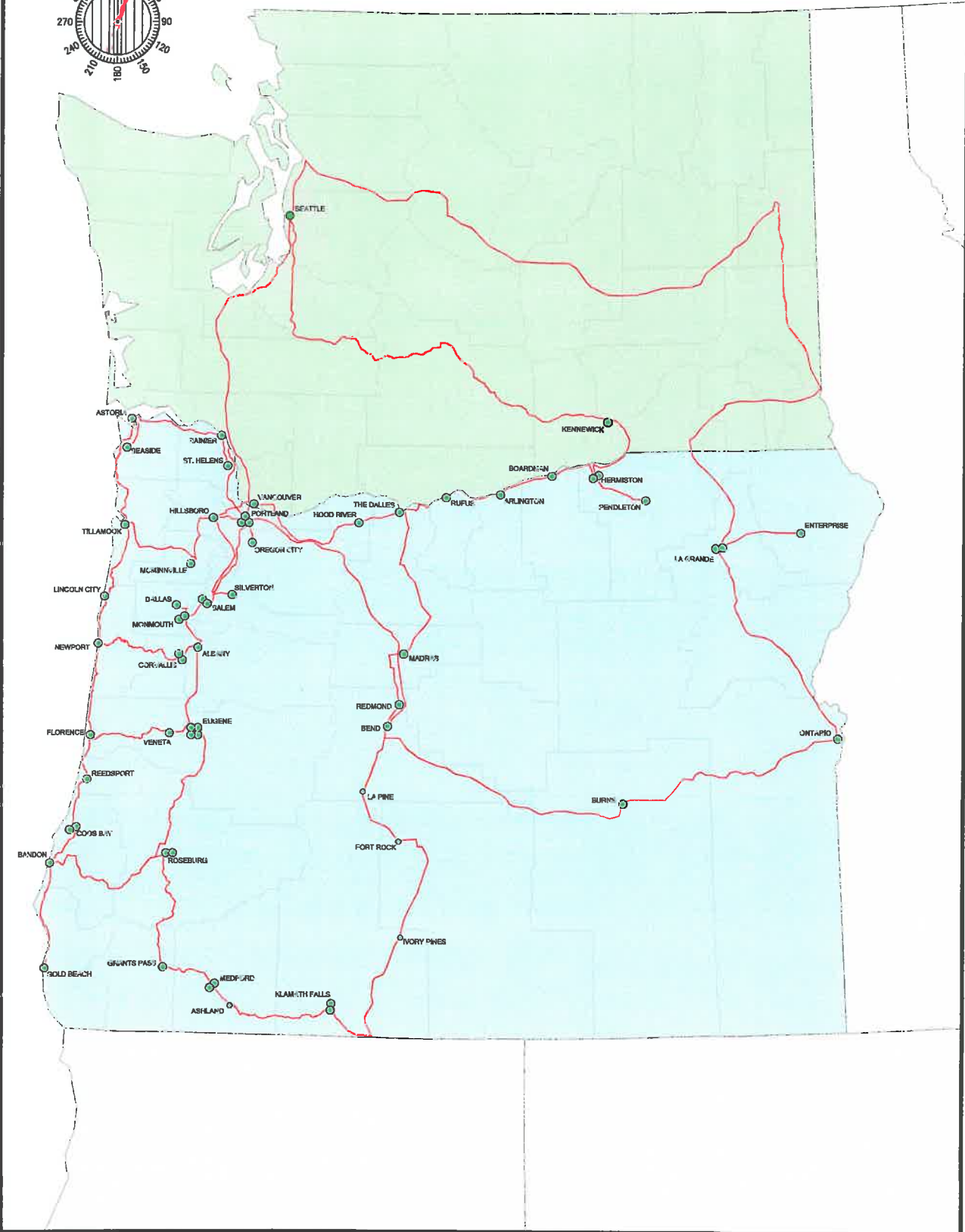
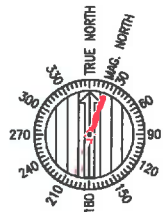
**LEGEND:**

- LSNetworks BACKBONE POP
- LSNetworks BACKBONE FACILITY (OTHER)
- LSNetworks BACKBONE



**LSNetworks  
FIBEROPTIC BACKBONE  
OVERVIEW MAP**

**LSNetworks**  
921 SW Washington St., Ste. 370  
Portland, OR 97205  
503-294-5300  
214-888-4529 fax



**Ordinance**

**First Reading  
New Park Ordinances**



**To:** Parks Commission Members  
**From:** Jennifer Boardman, Central Point Parks and Recreation  
**Subject:** New Park Ordinances – Commission Recommendation  
**Date:** 2/13/12

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**Purpose:** The purpose of the new park ordinances is to replace existing one in order to provide a comprehensive set of ordinances allowing for more effective policing and management of city parks.

**Background:** Central Point city park ordinances have been developed in a piecemeal fashion over the years leaving many gaps in coverage. The new ordinances replace existing ordinances with a more comprehensive set of park rules. With increasing problems related to vandalism and other inappropriate behavior in our parks, there is a need for ordinances that provide police with the tools they require to assist in limiting damage and maintaining order.

**Change #1: Public Nudity. 6.68.220 Public Nudity-**

It is unlawful for any person to expose his or her genitalia while in a public park. This includes the water features in parks and is specifically implemented for the purposes of ensuring a hygienic environment for all patrons.

**Change #2: Smoking Prohibited: 9.68.230- Smoking**

Smoking will be prohibited in designated areas within the parks. This prohibition will be include all areas where children play, including playgrounds, play equipment, water parks, tennis and basketball courts and will also include memorials.

**Change #3 Prohibit Dogs from sections of the park: 9.68.170**

No dogs will be allowed in memorials, playgrounds, or waterparks.

**Staff Recommendation:** Staff recommends that the City Council approve the first reading of the ordinance amendments and move to a second reading on April 26, 2012.

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

AN ORDINANCE AMENDING SUBSECTION 9.68.170 AND 9.68.220 AND ADDING SUBSECTIONS 9.68.230 AND 9.68.240 OF THE CENTRAL POINT MUNICIPAL CODE TO PROHIBIT NUDITY AND SMOKING IN DESIGNATED PARK AREAS

Recitals:

A. The existing code does not prohibit dogs from areas extensively used for active child and youth play.

B. The existing code does not distinguish where smoking is prohibited in the park system.

C. In order to maintain healthy atmospheres for the youth of central point in the parks, certain areas that are dominated by youth will be smoke free.

D. The citizens of Central Point want the park system to remain nudity free.

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

Section 1. Section 9.68 of the Central Point Municipal Code is amended to read:

9.68.170 – Dogs in Parks

Dogs shall be allowed in parks on leash only (not to exceed six feet in length) with the exception of designated dog parks. Any excrement created by an animal shall be immediately removed by the owner. Some areas in parks may be designated to prohibit dogs and will be posted accordingly. (Ord. 1899 §1(part), 2007).

**A. Dogs are prohibited from memorials, playgrounds and spray parks.**

**9.68.220 ~~Penalty~~ Public Nudity**

~~Violation of this chapter shall be punishable under the general penalty Section 116.~~

**It is unlawful for any person regardless of age to expose his or her genitalia while in a public park. This includes the water features in parks and is specifically implemented for the purposes of ensuring a hygienic environment for all patrons.**

**9.68.230 Smoking**

**Smoking will be prohibited in designated areas within the parks. This prohibition will include all areas where children play, including playgrounds, play equipment, tennis and basketball courts and will include memorials.**

**9.68.240 Penalty**

**Violation of this chapter shall be punishable under the general penalty Section 116.**

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2012.

Mayor Hank Williams ATTEST:

City Recorder



**Ordinance**

**First Reading  
New Skate Park  
Ordinances**



**To:** Parks Commission Members  
**From:** Jennifer Boardman, Central Point Parks and Recreation  
**Subject:** New Skate Park Ordinances – Commission Recommendation  
**Date:** April 5, 2012

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**Purpose:** The purpose of the new skate park ordinances is to replace existing one in order to provide a comprehensive set of ordinances allowing for more effective policing and management of the city skate park.

**Background:** Central Point city skate park ordinances were developed at the beginning of the skate park use. Since that time there have been two revisions the wording to help assist the police with enforcement. The new ordinances replace existing ordinances with a more comprehensive set of skate park rules. The removal of the fence and acceptance of alternate modes of recreation vehicles including bikes and non motorized scooters have required a need for ordinance revision that provides police with the tools they require to assist in maintaining order within the skate park.

**Staff Recommendation:** Staff recommends that city council approve the first reading of the amended skate park rules ordinance and move to a second reading.

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

AN ORDINANCE AMENDING SECTIONS 8.36 OF  
THE CENTRAL POINT MUNICIPAL CODE TO PROVIDE FOR CLEAR AND CONCISE  
RULES FOR THE SKATE PARK

Recitals:

- A. The skate park was constructed in 2004.
- B. The skate park was originally only intended for skaters and no other users were allowed.
- C. New users including bicycles and non-motorized scooters are currently using the park in violation.

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

Section 1. Section 8.36 of the Central Point Municipal Code is amended to read:

Chapter 8.36  
SKATE PARK GUIDELINES AND RULES

Sections:

- 8.36.010 General guidelines and policies.
  - 8.36.020 Prohibited acts.
  - 8.36.030 Penalties.8.36.010 General guidelines and policies.
- A. All users of the skate park are deemed to do so at their own risk. No attendant will be on duty, and the city will not be responsible or liable for injury or theft of property.
  - B. The city reserves the right to close the park in the event of vandalism, graffiti, or aggressive behavior.
  - C. Horseplay, violence and profanity are prohibited, and violators will be required to leave the park indefinitely.
  - D. Trash containers will be furnished and should be used. Excessive littering will be cause for park closure.

E. Users should refrain from using the park when the concrete skating/**riding** surfaces are either wet and slippery or damaged. Users observing damage should promptly notify city ~~public works~~ **parks** department at 664-3321 extension 241 265.

F. Inclement weather may be cause for park closure, at the city’s discretion.

G. The city reserves the right to exclude users at such times as the city deems the park to be at full capacity.

H. The city reserves the right to subject the park to video surveillance at any or all times.

I. All organized events or formal contests must receive prior written approval from the city parks and recreation director **or designee**.

J. The city reserves the right to eject and bar from the park any person who violates these guidelines and policies. (Ord. 1856A §1(part), 2005).

8.36.020 Prohibited acts.

**A. A safety helmet must be worn at all times by any person that is on the concrete skating/riding surface of the park. “A “safety helmet” as used in this chapter means a helmet with a sticker indicating that the helmet meets the standards established by the United States Consumer Product Safety Commission.**

No person shall enter or be inside the concrete skating/riding surface of the park, unless such person is wearing a safety helmet.

B. No person shall damage or deface any part of the park.

C. No person shall bring into the park or possess within the park any glass containers.

D. No person shall use the ~~skating concrete skating/riding surface~~ area of the park with ~~anything other than a skateboard or in-line skates~~ **any type of motorized vehicle or device. Skateboards, non-motorized scooters (like razor scooters), BMX bikes, and inline skates are permissible as long as the individual is wearing a safety helmet and abiding by the rules of the park. No bicycles or scooters or similar devices are allowed.**

E. No person shall bring into or possess within the park any alcohol or controlled substances.

F. No person shall modify or attempt to modify any element, surface or area within the park.

G. No person shall enter or remain in the park except during hours posted by the city.

H. ~~No spectators shall be allowed inside the fenced portion of the park.~~ **All spectators must stand, sit or observe outside the concrete skating/riding surface of the park.**

I. ~~The city reserves the right to limit the number of persons allowed inside the fenced portion of the park at any given time.~~ **Spectators and park users are prohibited from standing, trampling or injuring in any way the shrubs, trees and bedding plants that are around the park.**

J. **The city reserves the right to limit the number of persons allowed inside the concrete skating/riding surface of the park at any given time.** (Ord. 1934, 2010; Ord. 1856A §1(part), 2005).

8.36.030 Penalties.

A. Any person who violates any of the provisions of this chapter shall be subject to the city's general penalty.

B. Any person who violates any of the provisions of this chapter may be excluded from the park from the time of such violation until such time as re-entry is authorized by **either the city police department** or the park and recreation ~~director~~ department. (Ord. 1856A §1(part), 2005).

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Mayor Hank Williams ATTEST:

City Recorder

**Business**

**Planning Commission  
Report for April 3,  
2012**



## PLANNING DEPARTMENT MEMORANDUM

**Date:** April 12, 2012  
**To:** Honorable Mayor & Central Point City Council  
**From:** Tom Humphrey AICP, Community Development Director  
**Subject:** Planning Commission Report

The following items were presented by staff and discussed by the Planning Commission at a regularly scheduled meeting on April 3, 2012.

- A. **Consideration of a Conditional Use Permit submitted by 'Clean Energy' to allow the construction of an alternative vehicle fueling station to sell liquefied natural gas (LNG) to long-haul trucks and other heavy-duty vehicles at the Pilot Travel Center located in the C-4, Tourist and Office Professional Zoning District – File No. 12007.** The project is designed with two vertical natural gas storage tanks approximately 42 feet tall, four canopy covered dispensers and the necessary equipment to store and deliver fuel. The Planning Commission was given a complete briefing by both staff and the applicant and determined that findings could be made to conditionally approve the use permit. There were no objections to the proposal and the applicant's engineer will provide justification which would allow the Public Works Director to vary from standards should the applicants need a wider driveway approach on Good Fortune Road. Construction plans are expected to be submitted quickly.
- B. **Discussion of the Tree Removal/Replacement Authority of the Planning Commission and their continued Designation as the City's Tree Board.** The Planning Commission was asked whether they wished to continue in their role as the City's Tree Board and, if so, how aggressively they'd like to proceed with a Tree City USA designation and a Community Forestry program. Public Works employee Stephanie Holtey will be the point of contact for a tree management program and she explained the natural connection between an active tree program and new water quality requirements for which she is responsible. The Commission would like to continue in their role as the Tree Board and will dedicate a portion of their regular meetings to tree related issues once a quarter.

- C. **Discussion of the Regional Problem Solving (RPS) Comprehensive Plan Amendments and Code Changes that will result from the informal Land Conservation and Development Commission (LCDC) review in March.** The Commission was given a copy of the LCDC recommendations for the Regional Plan and informed that City Staff intends to initiate a Comprehensive Plan Amendment as early as June to recommend adoption of a Regional Plan Element, an Urban Reserve Management Agreement (URMA), an Updated Population Element, and an Agricultural Buffering Ordinance. The Planning Commission and City Council meetings will be noticed and conducted in conjunction with those at Jackson County and five other city jurisdictions.



**Business**

**Planning Commission  
Appointment**

# Staff Report



Administration Department  
Phil Messina, City Manager  
Chris Clayton, Assistant City Manager  
Deanna Casey, City Recorder  
Barb Robson, Human Resource Manager

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TO: Honorable Mayor and City Council  
FROM: Community Development Director Tom Humphrey  
SUBJECT: Appointment of Planning Commission Member  
DATE: April 12, 2012

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## **PLANNING COMMISSION RECOMMENDATION**

Staff has been actively recruiting for a vacancy on the Planning Commission and we have received two applications.

Susan Szczesniak, Sunrise Way

Ms. Szczesniak is employed at Sunshine Early Learning Center, and has been head cook and business owner of Brookies' Cookies. She has volunteered for various roles including music and drama at local schools.

Craig Nelson, Nadine Lane

Mr. Nelson is retired from the US Army and currently employed at the Rogue Creamery. He is currently the director of the Central Point Chamber of Commerce and has been a guest speaker for civic organizations.

Mayor Williams has reviewed both applications and is recommending Susan Szczesniak to fill Planning Commission Position No. 4.

## **RECOMMENDED MOTION:**

I move to appoint Susan Szczesniak to Planning Commission Position No. 4 with a term expiring December 31, 2013.

## **ATTACHMENT:**

Applications for Susan Szczesniak and Craig Nelson



APPLICATION FOR APPOINTMENT TO  
CITY OF CENTRAL POINT COMMITTEE

Name: Susan Szczesniak Date: 3-7-12

Address: 1075 Sunrise Way C.P.

Home Phone: \_\_\_\_\_ Business Phone: 541-664-2592 Cell Phone: 541-690-4605

Fax: \_\_\_\_\_ E-mail: susan@oregoncookies.com

Are you a registered Voter with the State of Oregon? Yes  No \_\_\_\_\_

Are you a city resident? Yes  No \_\_\_\_\_

Which Committee(s) would you like to be appointed to: Planning Commission  
*(Dates of meetings are listed at the end of this application. Please make sure those dates work with your schedule before you apply. Council and Planning Commission members are required to file Ethics reports to the State of Oregon.)*

Employment, professional, and volunteer background:

Currently employed at Sonshine Early Learning Center (SELC), Head Cook  
Business owner (Brookie's Cookies) for past 20 years  
Youth Leader at CP Assembly ; volunteered in various other roles including  
music + drama at CPA

Community affiliations and activities:

AWANA leader, Fine Arts leader, Children's Worship leader  
Participated in various community outreaches through local church

Previous City appointments, offices, or activities:

None  
(Have attended City Council meetings occasionally.)

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.
2. Please describe what you believe are the major concerns of the City residents and businesses that this committee should be concerned about.
3. Please provide any additional information or comments which you believe will assist the City Council in considering your application.
4. Do you anticipate that any conflicts of interest will arise if you are appointed; and if so, how would you handle them?

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

Arts Commission: Meeting dates vary

Citizens Advisory Committee: 2<sup>nd</sup> Tuesday of every quarter.

Council Meetings: 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month

Council Study Sessions: 3<sup>rd</sup> Monday of each month

Multicultural Committee: 2<sup>nd</sup> Monday of each month

Planning Commission: 1<sup>st</sup> Tuesday of each month

Parks and Recreation Committee/Foundation: Meeting dates vary

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.

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

## Susan Szczesniak

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1075 Sunrise Way, Central Point, OR 97502

[susan@oregoncookies.com](mailto:susan@oregoncookies.com)

541.690.4605

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**Objective** To do meaningful work that fits my personality, skills, and experience.

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**Education** 1978-79 Michigan State University Lansing, MI  
Attended for one year; general studies. Since that time, I have pursued further education informally through books, seminars, and classes.

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**Experience** 2011 Sonshine Early Learning Center Central Point, OR  
I currently hold the position of Head Cook. Besides creating healthy, balanced menus, I purchase and prepare morning snacks for 120 children, lunch for 30-50 children and adult teachers/staff, and afternoon snacks for 50-60 children. I work cooperatively with three other Kitchen Staff members.

1991-2011 Brookie's Cookies/Oregon Cookies, Inc. Central Point, OR  
I am co-owner and founder of the business, and have experience with developing my own recipes, hiring and training staff, developing systems for production, and working with state and local agencies such as the Department of Agriculture, SAIF and the City of Central Point to comply with regulations involved in running a business.

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**Activities** 1988-Present Working with Children Various Locations  
I have been involved with children in a variety of aspects, from writing and producing children's Christmas programs, to teaching dance to teens involved in Fine Arts competition. I love working with children and they respond well to me. I have home-schooled our 5 children for the past 23 years.

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**Training, Certification, Skills** I have participated in many training opportunities, including Children's Church teacher training seminars, dance classes, Life Skills, Married For Life, Parenting For Life, Christian Business classes and seminars, and Basic First Aid. Many of the classes I have taken I have also taught; for instance, Married

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For Life is a 13-week class that we attended and also taught several times. I started a Dance Ministry, teaching and choreographing interpretive dance. I am a good teacher, having learned a lot of patience and creative techniques over 23 years of home-schooling. I have good organizational skills, as well as the work ethic and the flexibility to accomplish what is needed.

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**References**

Available upon request

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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  
Phil Messina, City Administrator  
Deanna Casey, City Recorder

APPLICATION FOR APPOINTMENT TO  
CITY OF CENTRAL POINT COMMITTEE

Name: Craig D Nelson Sr Date: 13 March 2012  
Address: 180 Madine Ln Central Point OR 97502  
Home Phone: N/A Business Phone: 541-665-1155 x102 Cell Phone: 541-840-8976  
Fax: 541-665-1133 E-mail: cnelson@roquecreamery.com

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

Are you a city resident? Yes  No

Which Committee(s) would you like to be appointed to: Planning Commission  
*(Dates of meetings are listed at the end of this application. Please make sure those dates work with your schedule before you apply. Council and Planning Commission members are required to file Ethics reports to the State of Oregon.)*

Employment, professional, and volunteer background: I retired from the US Army in 2005 after serving 22.5 years. I have worked for the Roque Creamery since my retirement as the Plant/Production Manager and Lead Cheesemaker. I have volunteered for many events in support of my company and its support of the valley community. I was a leader for the Central Point Historical Display through the Southern Oregon Historical Society.

Community affiliations and activities: Current serving director on the Central Point Chamber of Commerce. I have been a guest speaker many times for civic organizations such as rodeos, senior and Veterans groups.

Previous City appointments, offices, or activities: As a citizen I have been involved with public meetings about Pine Street and Hwy 99-Front Street projects. Have attended urban renewal study sessions at city and County levels. I have followed the Central Point comprehensive plan as well as spoke for the Roque Creamery to the County Planning Commission during open hearings and met with supporting civic groups (1000 Friends of Oregon).

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.  
As a Central Point native I believe I can bring a "Hometown" view to the commission. I believe my passion for Central Point and Southern Oregon offers ideas for current and future growth of our "Blue Ribbon Community".
2. Please describe what you believe are the major concerns of the City residents and businesses that this committee should be concerned about. Urban growth is important, but we are bordered by agricultural lands so our growth must consider our neighbor farmers and how they support Central Point. Core development is huge in terms of commerce for future sustainability. Many city residents are concerned about the rapid medical marijuana growth within city limits and how it makes our city look and feel for our businesses and families.
3. Please provide any additional information or comments which you believe will assist the City Council in considering your application.  
Thank you for your consideration of my application. I will serve with honesty and hopefully bring different insights from my many experiences from around the world.
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 foresee any conflicts at this time. If any arise I will do my best to serve all parties involved. If a conflict of interest comes up with the Lopez Creamery I would abstain my vote if needed or requested.

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

Arts Commission: Meeting dates vary

Citizens Advisory Committee: 2<sup>nd</sup> Tuesday of every quarter.

Council Meetings: 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month

Council Study Sessions: 3<sup>rd</sup> Monday of each month

Multicultural Committee: 2<sup>nd</sup> Monday of each month

Planning Commission: 1<sup>st</sup> Tuesday of each month

Parks and Recreation Committee/Foundation: Meeting dates vary

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.

Date:

13 March 2012

Signature:

