

**CITY OF CENTRAL POINT
City Council Meeting Agenda
April 20, 2017**

Next Res. 1496
Next Ord. 2036

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

City Council

Mayor
Hank Williams

Ward I
Bruce Dingler

Ward II
Michael Quilty

Ward III
Brandon Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez
Allen Broderick

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

- I. REGULAR MEETING CALLED TO ORDER – 7:00 P.M.**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PUBLIC APPEARANCES – *Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization.***
- V. SPECIAL PRESENTATION**
- VI. CONSENT AGENDA**

- Page 2 - 7 A. Approval of March 23, 2017 City Council Minutes
- 8 - 14 B. Approval of Alley Closure DIRT-Come and Play
- 15 - 16 C. Approval of OLCC Application for Unreal Cycles

VII. ITEMS REMOVED FROM CONSENT AGENDA

VIII. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS

- 18 - 21 A. Resolution No. _____, A Resolution to Commence Foreclosure Proceedings for 466 S. First Street (Clayton/Dreyer)
- 23 - 19 B. Ordinance No. _____, An Ordinance Rescinding Medical Marijuana Dispensaries Chapter 5.40 Following 2016 Election Results in Which Central Pint Citizens Voted to Prohibit Marijuana Dispensaries in the City (Humphrey)
- 31 - 35 C. Resolution No. _____, Declaring the City Council's Intent to Initiate an Amendment to the Central Point Urban Growth Boundary (UGB), and the Comprehensive Plan (Map) to add Land from the City's Urban Reserve

Areas (URA) CP-6 for Residential Development in the
City of Central Point (Humphrey)

- 37 - 48 D. Resolution No. _____, Authorizing the City Manager to sign the Construction and Maintenance Agreement of New Grade Crossing with the Central Oregon and Pacific Rail Road for the Twin Creeks Crossing Project (Samitore)
- 50 - 64 E. Resolution No. _____, Authorizing the City Manager or His Designee to Sign ODOT Crossing Numbers C-44635 and C-447.70 (Samitore)

IX. MAYOR'S REPORT

X. CITY MANAGER'S 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

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

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

Consent Agenda

CITY OF CENTRAL POINT
City Council Meeting Minutes
March 23, 2017

I. REGULAR MEETING CALLED TO ORDER

City Manager Chris Clayton called the meeting to order at 7:00 p.m.

Mr. Clayton asked for nomination of a temporary Chairperson. **Taneea Browning nominated Mike Quilty as Temporary Chairperson.** Rob Hernandez seconded. Roll call: Bruce Dingler, yes; Taneea Browning, yes; Allen Broderick, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

II. PLEDGE OF ALLEGIANCE

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

City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Community Development Director Tom Humphrey; Parks and Public Works Director Matt Samitore; Finance Director Steven Weber; Community Planner Stephanie Holtey; and City Recorder Deanna Casey were also present.

IV. PUBLIC APPEARANCES - None

V. SPECIAL PRESENTATION – Fire District No. 3 Quarterly Report

Interim CEO and Chief Financial Officer Stacey Maxwell presented the Quarterly Report for Fire District No. 3. She explained the incident response status for areas inside the city limits. Response times for Gold Hill are slower because they do not have a fully staffed station and the Central Point Station responds to their calls. She updated the Council on the recruitment process for a Fire Chief. They are in the process of back ground checks for an applicant from Las Vegas. They should be able to announce the results at the end of April.

VI. CONSENT AGENDA

- A. Approval of March 9, 2017 City Council Minutes
- B. Approval of April meeting change
- C. Approval of Public Works Surplus list

Rob Hernandez moved to approve the Consent Agenda as presented. Taneea Browning seconded. Roll call: Bruce Dingler, yes; Taneea Browning, yes; Allen Broderick, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

VII. ITEMS REMOVED FROM CONSENT AGENDA - None

VIII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. Ordinance No. 2034, An Ordinance Amending Central Point Municipal Code Chapter 8.24 Flood Damage Prevention and Chapter 17 Zoning Sections 17.08; 17.20; 17.24; 17.28; 17.37; 17.44; 17.46; 17.64; 17.65; 17.67; and 17.75 to Clarify the Administration of current policies and standards.**

Community Development Director Tom Humphrey explained that this is the second reading of an Ordinance to consider miscellaneous amendments to various sections of the Central Point Municipal Code. Staff has identified numerous housekeeping changes that should be made. These changes do not affect current policy, but would clarify administration of current policies and standards. There were a few recommendations made by Council at the first reading of this ordinance, and those have been incorporated.

Bruce Dingler moved to approve Ordinance No. 2034, An Ordinance Amending Central Point Municipal Code Chapter 8.24 Flood Damage Prevention and Chapter 17 Zoning Sections 17.08; 17.20; 17.24; 17.28; 17.37; 17.44; 17.46; 17.64; 17.65; 17.67; and 17.75 to Clarify the Administration of current policies and standards. Rob Hernandez seconded. Roll call: Bruce Dingler, yes; Tanea Browning, yes; Allen Broderick, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

- B. Ordinance No. 2035, An Ordinance Adopting the 2017 Parks and Recreation Master Plan**

City Manager Chris Clayton explained this is the second reading of an Ordinance adopting the 2017 Parks and Recreation Master Plan. The proposed ordinance will also be incorporated as part of the Comprehensive Plan and will be the basis for conditioning improvements by applicants of land development projects. There were no recommended changes at the first reading.

Tanea Browning moved to approve Ordinance No. 2035, An Ordinance Adopting the 2017 Parks and Recreation Master Plan. Rob Hernandez seconded. Roll call: Bruce Dingler, yes; Tanea Browning, yes; Allen Broderick, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

- C. Resolution No. 1494, A Resolution Approving an Intergovernmental Agreement between the City of Central Point and the Central Point Development Commission to make Financing Payment**

Finance Director Steven Weber explained that the proposed resolution obligates the Development Commission to repay the city \$3,634,000 over a thirteen year period for its participation in the East Pine Streetscape Project. The annual debt service payments are identified in the agreement but will not be finalized until the interest rate is set at closing. The IGA requires that debt service payments be the sole obligation of the Development Commissions tax increment revenues.

There was discussion regarding the financing portion for the water reservoir. The annual payments will be similar but shortened by three years. Mr. Weber explained the payment structure and how much will eventually save the city in payments for the water reservoir.

Allen Broderick moved to approve Resolution No. 1494, A Resolution Approving an Intergovernmental Agreement between the City of Central Point and the Central Point Development Commission to make Financing Payment. Tanea Browning seconded. Roll call: Bruce Dinger, yes; Tanea Browning, yes; Allen Broderick, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

IX. BUSINESS

A. Playful City USA Designation

Mr. Clayton stated that the Playful City Designation is a recognition program honoring cities and towns that ensure that kids in their communities, particularly kids from low-income families, get the balanced and active play they need to thrive. Participating Playful City USA communities and their partners are driving a deeper understanding of the importance of play and engaging their citizens to reimagine cities with kids in mind. If approved Central Point could receive:

- National Recognition and competitive advantage for grants and other funding opportunities.
- Access to webinars, newsletters, and networking events that give our community the tools to continue to evolve as a playful city.
- A marketing kit that includes press releases, a social media plan, and marketing materials to support our national recognition and increase awareness of our participation in Playful City USA.
- Access to online tools that can be used in conjunction with KaBOOM! Playspace mapping data.
- Two highway signs to showcase our recognition to residents and visitors.

There was discussion regarding the different designations that Central Point currently has. There is no limitation on how many designations we can have as long as we meet the requirements for each.

Part of the application process is to create a narrative and a letter of support. Mr. Clayton asked for a motion to sign the letters in support of Central Point becoming a designated Playful City.

Allen Broderick moved to authorize the City Manager and Mayor to sign the letters of support for a Playful City USA Designation. Tanea Browning seconded. Roll call: Bruce Dinger, yes; Tanea Browning, yes; Allen Broderick, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

B. Biennial Citizen Survey Update

Community Planner Stephanie Holtey explained that the city began the selection process for the 2017 Citizen Satisfaction Survey. Five firms responded to the RFQ with proposals ranging in cost from \$14,310 to \$29,580 based on a variety of recommended survey methodologies. Staff is looking for direction regarding the frequency, methodology and goal for doing the citizen surveys.

There was discussion regarding the different proposals and what they offer. Staff was impressed with Northwest Research Group for their expert approach and understanding of prior research in Central Point. The proposed methodology detailed and focused on results will tell an in-depth story and provide a clear picture of our overall strengths and weaknesses. They will also establish a roadmap for future actions by the city.

An effective survey should have a clear purpose for conducting the survey. A biennial survey aligns well with the city's budget process but may be too frequent to capture changes in demographics. A five year survey could align well with the City's Strategic Planning Process, but would delay the implementation of the current survey to 2018/2019 and could result in a minor cost increase.

Council discussed the effectiveness of different types of surveys. The phone surveys don't seem to be very effective these days. They would like to focus on different types of surveys for specific uses.

Allen Broderick moved to select Northwest Research Group and postpone the survey until 2018/19. Rob Hernandez seconded. Roll call: Bruce Dinger, yes; Tanea Browning, yes; Allen Broderick, yes; Rob Hernandez, yes; and Mike Quilty, yes. Motion approved.

X. MAYOR'S REPORT – Not Present

XI. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- He will be sharing a legal opinion from the City Attorney regarding transient room tax and the ability to include AirBNB properties. It will be hard to track the properties and collect the tax, but we do have that provision in our code already.
- The city has received a draft letter from land owners in CP-6 confirming their interest in being included in the next UGB expansion. This item should come before the council in the next few months.
- The Urban Renewal Budget document is prepared and ready for the committee. This budget meeting will be May 8, 2017.
- Human Resource Director Elizabeth Simas has been working with representatives for the General Services Union Contract Agreement. We should have ratification in May.
- Next week is spring break and coverage at City Hall may be thin. If something comes up he will be available all week.

XII. COUNCIL REPORTS

Council Member Mike Quilty reported that:

- He met with Mr. Talbert regarding IM Inspections for vehicles in the State of Oregon. They will be proposing that CMAQ funds be delegated to areas that are required to pass IM Inspections before being considered for other areas in the state.
- He had a meeting with School District 6 regarding the student parking area and making an application for CMAQ funds to help keep down the dust that causes our air quality to drop.
- He attended the Memorial Service for RVCOG Planner Pat Foley today. She was a long time employee and worked well with the transportation community.

Council Members Rob Hernandez and Bruce Dingler had no report.

Council Member Tanea Browning reported that:

- She attended the Central Point Elementary School exhibit on Friday night. It went well and was engaging. The “wax museum” like features were rich in history and style. All in all a great event.
- She attended the Study Session on Monday.
- She attended Greeters at Anytime Fitness on Tuesday and looking forward to the mixer on April 11th from 5 – 7 at Central Point Perk. This will be their one year celebration in Central Point.
- The RVCOG meeting was cancelled this week.

Council Member Allen Broderick reported that:

- He attended the Study Session on Monday night.
- He attended a SOREDI Board meeting. They have received three new applications to bring jobs into the valley.
- The commercial real estate report is flat. Industrial property is going up, but office space is going down.

XIII. DEPARTMENT REPORTS

Police Chief Kris Allison reported that:

- The department will be doing Reserve Officer Recruitment. They go through the same process as a hired officer so they are able to step into a position when an opening is available.
- During spring break patrols will be a little different to accommodate the change in need.
- She attended a Country Crossing meeting last week. They are taking care to make sure all anticipated issues are covered before the event.

Finance Director Steven Weber reported that:

- He has met with all the departments regarding their budget needs and will be finalizing the proposed budget in April.

- He attended a meeting in Phoenix regarding PERS updates in terms of rate increases over the next biennium.

Community Development Director Tom Humphrey reported that:

- Staff has been meeting with developers regarding apartments in the Twin Creeks area. There is also a proposal from the Housing Authority for apartments.
- There is interest regarding a small shopping center on the corner of Hamrick and Biddle Roads.
- The City has received a nice plaque from the Oregon Quarter Horse Association thanking the city for sponsoring their events. They have just signed an agreement with the Expo for an additional three years.

City Attorney Sydnee Dryer had no report.

XIV. EXECUTIVE SESSION - None

XV. ADJOURNMENT

Tanea Browning moved to adjourn, Rob Hernandez seconded, all said "aye" and the Council Meeting was adjourned at 8:05 p.m.

The foregoing minutes of the March 23, 2017, Council meeting were approved by the City Council at its meeting of April 20, 2017.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder



STAFF REPORT

To: Central Point City Council
From: Cory Long, Parks & Recreation Department/ Matt Samitore
Subject: DIRT-Come and Play in Our Alleyway
Date: April 5, 2017

Purpose: Closure of the Alley between Pine and Oak streets and between 5th and 6th streets for the “Come and Play in the Alley” event.

Background: Direct Involvement Recreation Teaching (DIRT) strives to embody the idea that in order to change our urban climate we must live in that climate—and be the change we wish to create. By creating unique areas or parks in urban settings, and directing focus on learning by doing, DIRT strives to strengthen the community through growth by active participation in beautifying our surroundings.

Come and Play in our Alleyway is an idea that will enhance the experience as we walk to and from destinations throughout the City. The idea is to create opportunities for play, environment interaction, and education. This concept meshes well with the City’s recent decision to pursue a designation as a Playful City, which will provide additional opportunities for overcoming barriers to play. It is also understood that by giving attention to our alleyways we will provide for cleaner, safer and increasingly varied modes of transportation such as walking, and bicycling.

A temporary closure of the alley to vehicle traffic will be imposed so that the project can be completed safely and without interruption. (Please see attached Permit Application.)

Recommendation: That the Council approves the DIRT – Come and Play in Our Alleyway event on June 11, 2017.

140 South Third Street • Central Point, OR 97502 • 541.664.3321 • Fax 541.664.4056



Tanea Browning
M (541) 890-8377

tanea@mydirtpark.org
www.mydirtpark.org

March 13, 2017

City of Central Point
Matt Samitore, Public Works
140 S Third Street
Central Point, OR 97502

Re: A Day of Play in our Alleyway project

Matt,

Direct Involvement Recreation Teaching, DIRT, is a Central Point based non-profit that's focus is hands on education through recreational activities. Our projects are two-fold: they beautify our surroundings and build community. We provide free community programs, and we partner with the Central Point School District to help facilitate outdoor education at each elementary school.

DIRT is requesting permission to hold an event on Sunday, June 3rd in the alleyway between 5th and 6th street to the south of E Pine Street, adjacent to 55 South 5th Street. The event will be called "DIRT's Day of Play in the Alleyway". We will have educational opportunities along with art projects that are multi-generational in focus, open to the public, and free of charge. Rainwater garden, storm-water and rain-barrel use information will be demonstrated in concert with our partners at Jackson Soil and Water sponsored by Southern Oregon Subaru.

Additionally, we would like to paint the alleyway. Consistent with our theme of "play," we would like to designate portions of said alleyway to artists to create their interpretation of play. It may be sports, music, art, gardening, etc. This art work, along with the storm-water project, will create a space of interest and may be modeled in other alleyways.

Creating more interesting space for pedestrian traffic will increase the possibility of commerce and connectivity during the projected construction on Pine Street this fall and beyond.

I have attached a rather extensive report completed for the green alleyway projects in Eugene, Oregon. Our project is not as extensive, as we are looking to make our alleyways more useable and pedestrian friendly and not to create a significant impact on the storm-water at this time. My hope is that you will review the document and discover the possibilities, and grant us permission to use the public space to create public art.

We are working with the property owners of 55 South 5th Street to incorporate a raingarden on their property to showcase the "livability" of our alleyways. Our request at this time is to close the alley for the event and paint the pavement.

Very best regards,


Tanea Browning
CEO, DIRT

STREET CLOSURE PERMIT APPLICATION

APPLICANT INFORMATION

Applicant Name: Tanea Browning Address: PO Box 5581
Organization Name: OIRT City: Central Point
Phone Number: 541-890-8377 State, Zip: OR, 97502

Event Title: Come and Play in Our Alleyway

Event Dates:

Setup Date/Time: 6/11/2017 6 am
Event Start Date/Time: 6/11 1 pm
Event End Date/Time: 6/11 4 pm
Cleanup Date/Time: 6/11 6 pm

Event Location:

STREET CLOSURE INFORMATION (Please be as specific as possible; including block # or Intersections)

STREET Alley off of SW S of Ave Start/End Time: 6 am / 6 pm
STREET Alley off of SW S of Ave Start/End Time: 6 am / 6 pm
STREET
STREET

IMPORTANT INFORMATION

BLOCK PARTIES

- Applicant is responsible for installing and removing barricades and detour signs.
Attach the written consent of at least 75% (75 percent) of residents who live where street closures are taking place.
If block party is held within 500 (five hundred) feet of any school, church, hospital, nursing home, or similar operation, please submit approval from the management of that institution.

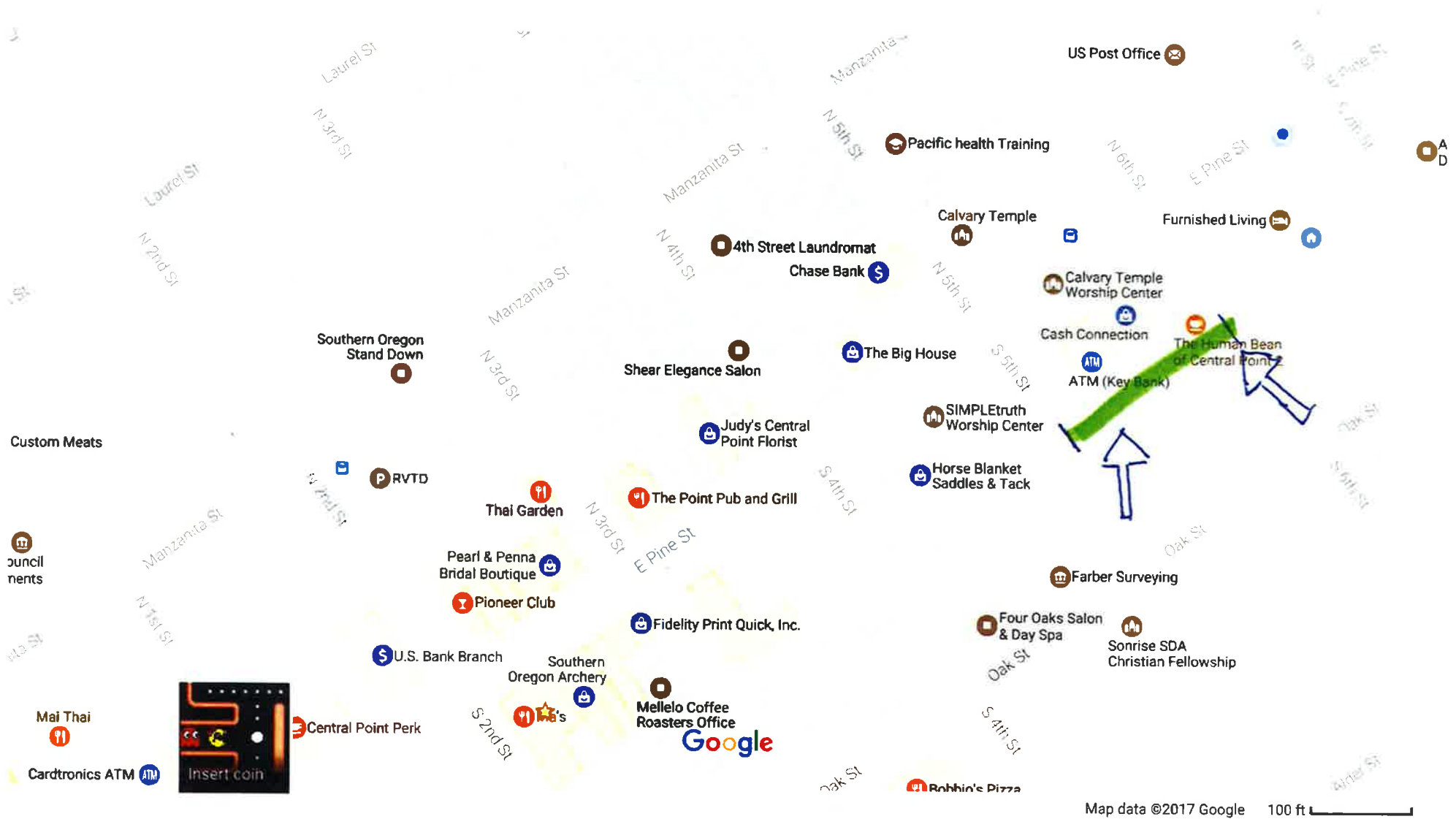
STREET CLOSURES

- A drawing must be attached. It must depict streets that are closed, and the position of any detour signs if applicable.
Street closures are not guaranteed and must be approved by the City Council.

Tanea Browning/Ex. Director Signature/Date

STREET CLOSURE PERMIT

o Approved
o Denied By Department Date Time



AMPLIFIED EQUIPMENT PERMIT APPLICATION

APPLICANT INFORMATION

Applicant Name: DIRT Address: PO Box 5381
Organization Name: Taneeva Browning City: C.P.
Phone Number: 5418908377 State, Zip: OR 97502

EVENT INFORMATION

Event Title: Come and Play in Our Alleyway
Setup Date/Time: 6/11/2017 11 am
Sound Start Date/Time: 6/11 12:30 pm
Sound End Date/Time: 6/11 4 pm
Cleanup Date/Time: 6/11 4:30 pm

Yes No Will there be a patron dance?
Yes No Will there be live music?
Yes No Will there be any live performances?
What type of amplified equipment will be used? _____

Where will the equipment be set up? 55 S. 5th Street
Central Point, OR 97502

PERFORMANCE/PERFORMER INFORMATION

Name: Amy of a million Address: _____
Band/Organization Name: " City: _____
Phone Number: _____ State, Zip: _____

All amplified equipment sound levels must not exceed 80 decibels during the entire event.

I Certify that the information contained in the foregoing application and all documents in conjunction with this application are true and correct to the best of my knowledge. I have read, understand, and agree to abide by the rules and regulations governing the proposed Special Event under Central Point Municipal Code.

Taneeva Browning
Print Name/Title

[Signature]
Signature/Date

Central Point Parks & Recreation

Small Event
Gazebo &
Field
Application

SAVE HARMLESS AGREEMENT AGREEMENT BETWEEN

Name: Taneeza Browning
Organization: Direct Involvement Recreation Teaching DIRT

AND

THE CITY OF CENTRAL POINT OREGON

I, Taneeza Browning FOR MYSELF AND ON BEHALF OF MY HEIRS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE THE CITY OF CENTRAL POINT, and all departments, agencies, subdivisions, officers, agents, employees, or representatives, and all other related legal persons or entities not named herein, from any and all known or unknown claims, expenses, injuries, losses, rights of contribution or indemnity, as well as any other statutory rights, attorneys fees and damages, without limitation, which now exist or may ever develop, which are in any way connected with, based upon, or arise out of my participation in any and all events or activities listed and signed for above. This release includes but is not limited to claims for wages, monies, damages, attorneys' fees, emotional distress, stress, workers' compensation, injury and occupational disease, disability, discrimination, physical injuries, bodily injury and, medical expenses.

(TB) Initial Here

I understand that the event or activity which I am applying to hold and or attend is voluntary. I also understand that if I refuse to or otherwise fail to sign this liability waiver I will not be allowed to participate in any or all of the events listed above.

(TB) Initial here

I understand that I am at no time authorized to drive any motor vehicle at any time on any park without written approval from the City. I understand that I am liable for any damage to landscaping, sidewalks, irrigation, utilities, and sidewalks if I am found in violation.

(TB) Initial here

I understand that the City and or myself shall have the right to terminate this agreement due to inclement weather, acts of God, air quality concerns, emergencies, and or other factors that the City deems hazardous. There will be an attempt to reschedule the location or venue for a future date, but there cannot be a guarantee of feasibility due to unforeseen circumstances such as but not limited to; preexisting agreements with other parties, such as venue reservations, limited timelines, and or other extenuating factors. I also understand that termination for any reason does not guarantee a refund of any kind due to expenses incurred by the City for planning, venue preparation, staffing needs, and other factors.

(TB) Initial Here

I have read, understand, and agree with the above.

Signature Taneeza Browning Date 4/3/2017

Participant's / Applicant's Name (Please Print) Taneeza Browning

For Your Records:

Please make a copy of all completed event application documents for the event you are applying for.

NOTICE: Oregon law (ORS 105.682, et seq.) provides the owner of land is not liable in contract or tort for injury, death, or property damage that arises out of use of the land for recreational purposes (known as "Recreational use Immunity"). That immunity from liability does not apply if the owner makes a charge for permission to use the land. This fee is only for use of the assigned building for picnic purposes and for use of the picnic-related amenities in the designated pavilion area. Other uses of this park, or any use of the property outside the designated pavilion area, are not subject to a charge and, therefore the City of Central Point is not liable for injuries, death, or property damage arising out of such uses of the property for which no specific charge has been made.

FOR OFFICIAL USE ONLY: Application Received By: _____

Date: _____

SMALL EVENT GAZEBO & FIELD APPLICATION

All of the forms pertaining to your event need to be filled out accurately and completely, and should be submitted to Central Point Parks & Recreation **no later than thirty (30) days before the event**. If an application is submitted after the preferred thirty (30) day mark, any appeals to a decision are waived by the applicant. Keep in mind the thirty (30) day mark is necessary due to the possibility of certain City permitting requirements, so it is best to have the application in early. Applications will not be accepted when the proposed event is fewer than fifteen (15) days away. City cannot guarantee availability of your choice of venue.

APPLICANT INFORMATION

Applicant Name: _____ **Address:** _____
Organization Name: _____ **City:** _____
Phone Number: _____ **State, Zip:** _____
Date of Birth: _____ **E-Mail:** _____
Reservation Date(s): _____ **Start/End Times:** _____
Anticipated Number of Attendees _____ (If more than 50 you may need to fill out a Special Event Application)
Brief Description of Purpose of Reservation: _____

Yes No **Will you be renting a gazebo or field for this event? (if yes, select below)**
 Yes No **Is the Event a Fundraising Event?**
 Yes No **Will you have items that you will bring to the park? (ie. BBQ, Alcohol, Amplified Equipment, Food, Benches, Tents, etc.)? Please List** _____
*Alcohol and Amplified Equipment permits will be required if they are a part of your reservation.
 Yes No **Will you use electricity at the gazebo/field?**
 Yes No **Will you have alcohol at this event? Twin creeks park is the only park authorized for alcohol permits.**

GAZEBO(S) DESIRED

- DJ1 (Don Jones, South)
- DJ2 (Don Jones, North)
- GW1 (Glengrove Wayside)
- MM1 (Mentee Memorial)
- RP1 (Robert Pfaff)
- RP2 (Robert Pfaff Bandshell)
- TC1 (Twin Creeks Bandshell)
- TC2 (Twin Creeks, West)
- TC3 (Twin Creeks, South)
- TC4 (Twin Creeks, North)
- VH1 (Van Horn)
- WM1 (William Mott)
- ESPEY (Greenway)

FIELD DESIRED

- Civic Park-Soccer
- Civic Park-Multi-Use
- Community Center-Soccer
- Don Jones-Multi-Use

Fields are rented by Season Only

Seasonal Reservation Info:

Spring March 1-June 1
 Fall September 1-November 30
Days of Use:
 Monday Tuesday Wednesday
 Thursday Friday Saturday Sunday

Agreement:

I am authorized to sign this Special Event Application. I understand that alcohol and amplified equipment require additional permit applications and fees.

I Certify that the information contained in the foregoing application and all documents in conjunction with this application are true and correct to the best of my knowledge. I have read, understand, and agree to abide by the rules and regulations governing the proposed Special Event under Central Point Municipal Code.

Print Name/Title

Signature/Date

FOR OFFICIAL USE ONLY: Application Received By: _____

Date: _____



155 South Second Street • Central Point, OR 97502

Ph: (541) 664-5578 • Fax: (541) 664-2705 • www.centralpointoregon.gov

Kristine Allison

Chief

Date: 03/28/2017

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

RE: Unreal Cycles / Persons associated therewith

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

Respectfully,

A handwritten signature in cursive script that reads "Kristine Allison". The signature is written in black ink and is positioned above the printed name and title.

Chief Kristine Allison
Central Point Police Department



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 _____

CITY AND COUNTY USE ONLY

Date application received: March 27, 2017

The City Council or County Commission:

Central Point
(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: Hank Williams

Title: Mayor

OLCC USE ONLY

Application Rec'd by: awj

Date: 2/2/17

90-day authority: Yes No

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

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

① Unreal Cycles LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): Unreal Cycles

3. Business Location: 359 South Front Street Central Point, Jackson, OR 97502
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 1314-B Center Driver #409 Medford OR 97501
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 800-303-2927
(phone) (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: _____

9. Will you have a manager? Yes No Name: _____
(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: Lewis Hollingworth 650 245 7259
(name) (phone number(s))
1750 Deta Waters Rd #102-322 lewis@unrealcycles.com
(address) (fax number) (e-mail address)

RECEIVED

FEB 03 2017
MEDFORD REGIONAL OFFICE
OREGON LIQUOR CONTROL COMMISSION

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 2/2/17 ③ _____

② _____ Date _____ ④ _____

Resolution

Foreclosure Listing



To: Honorable Mayor and City Council
From: Steve Weber, Finance Director
Date: April 20, 2017
Subject: Commence Foreclosure of Civil Penalties and Nuisance Abatements

Purpose:

Adopt a resolution authorizing the commencement of foreclosure proceedings.

Summary

The residential property at 466 South First Street and related commercial business at 75 Bush Street has a long history of criminal activity as well as being a chronic nuisance for the accumulation of junk. The Central Point Police Department has responded to numerous calls over the years. Attempts were made to work with the property owners and/or occupants but the activity would just return. The Police Department began issuing citations for the accumulation of junk which were first heard through the City's Municipal Court and later through the Jackson County Circuit Court, acting as the City's municipal court, when the City contracted with Jackson County to perform municipal court services. The Jackson County Circuit Court has issued multiple judgments against the property owner and/or occupants for the outstanding citations which remain unpaid.

Pursuant to C.P.M.C. 3.40.030, the City entered the judgments against Jacob Taylor into the City's lien docket on November 16, 2016 and those judgments against Bud Taylor February 13, 2017. Within 60-days from the February 13, 2017 entry in the City's lien docket, the City may proceed with foreclosure pursuant to ORS 223.505 – 223.650. Since the liens have remained unpaid for more than 60 days, staff is requesting council approval to initiate the foreclosure process on the liens.

This item was originally on the agenda for the January 26, 2017 City Council meeting but was pulled in order to receive complete judgment information against Bud Taylor from Jackson County Courts.

Included with this staff report:

1. The resolution to commence foreclosure proceedings
2. Exhibit A – Judgment Liens

Recommended Action:

Adopt the resolution allowing commencement of foreclosure proceedings.

RESOLUTION NO. _____

**A RESOLUTION TO COMMENCE FORECLOSURE PROCEEDINGS FOR
466 S. FIRST STREET**

RECITALS:

1. The Central Point Police Department has issued multiple citations for the accumulation of junk to the owner/occupant(s) of the property described more particularly as follows:

<u>Name of Owner</u>	<u>Street Address</u>	<u>Map No.</u>	<u>Tax Lot</u>
Joyce P. Carrell	466 S. First Street	372W11BC	3800
Bud R. Taylor	Central Point, OR 97502		

2. Multiple default judgments have been issued against the subject property for civil penalties arising from code violations. A copy of the delinquent liens is attached hereto as Exhibit "A".
3. In accordance with City of Central Point municipal code 3.40.030 the default judgments were entered into the City's lien docket on the following dates: November 16, 2016 and February 13, 2017.
4. The liens have remained unpaid for 60 days after being entered in the City's lien docket. Under ORS 223.505 to 223.650 and the provisions of the municipal code, the City of Central Point is authorized to foreclose upon delinquent judgments.

THE CITY OF CENTRAL POINT RESOLVES AS FOLLOWS:

SECTION 1. The lien balances shown opposite the name of the property owners on the list attached hereto as Exhibit A, and made a part hereof by reference, are delinquent and are hereby declared to be due and payable at once.

SECTION 2. The described parcel of property indicated on the attached Exhibit "A" shall be sold by foreclosure sale for the amount indicated on the attached Exhibit "A", plus interest, and all necessary foreclosure costs including foreclosure guarantee, recording fees, publication costs, and legal costs as provided in Sections 223.505 through 223.650 of Oregon Revised Statutes.

SECTION 3. The Finance Director of the City of Central Point and/or the City Attorney is hereby directed to advertise for sale the property indicated on the attached list as required by Oregon Law. The property shall be withdrawn prior to a foreclosure sale only if the owner pays in cash, prior to the date of the sale, the full amount of the sale price as determined under ORS 223.525.

Passed by the Council and signed by me in authentication of its passage this 20th day of April, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

EXHIBIT A - JUDGMENT LIENS

MAP DESCRIPTION	PROPERTY ADDRESS	OWNER OF RECORD	PERSON OWING JUDGMENT	DOCKET NUMBER	JUDGEMENT BALANCE	JUDGEMENT ENTRY DATE	INTEREST *	CURRENT AMOUNT OWED
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner		\$ 5,000.00	1/29/2014	\$ 1,452.33	\$ 6,452.33
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	13-C-16664	\$ 250.00	4/7/2014	\$ 68.42	\$ 318.42
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	13-C-16665	\$ 250.00	4/7/2014	\$ 68.42	\$ 318.42
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	13-C-16666	\$ 250.00	4/7/2014	\$ 68.42	\$ 318.42
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	13-C-16667	\$ 250.00	4/7/2014	\$ 68.42	\$ 318.42
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	13-C-19399	\$ 250.00	4/7/2014	\$ 68.42	\$ 318.42
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	13-C-19400	\$ 250.00	4/7/2014	\$ 68.42	\$ 318.42
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	14-C-001883	\$ 270.00	4/23/2014	\$ 72.83	\$ 342.83
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	14-C-003314	\$ 270.00	5/21/2014	\$ 70.97	\$ 340.97
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	14-C-004290	\$ 270.00	5/28/2014	\$ 70.50	\$ 340.50
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	14-C-004291	\$ 270.00	5/28/2014	\$ 68.51	\$ 338.51
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	14-C-004292	\$ 270.00	5/28/2014	\$ 68.51	\$ 338.51
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Bud Taylor, Owner	14-C-005698	\$ 270.00	7/24/2014	\$ 66.71	\$ 336.71
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	15-C-004756	\$ 135.00	11/18/2016	\$ 5.13	\$ 140.13
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	15-C-009451	\$ 300.00	11/18/2016	\$ 11.39	\$ 311.39
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	15-C-009452	\$ 250.00	11/18/2016	\$ 9.49	\$ 259.49
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	15-C-009453	\$ 250.00	11/18/2016	\$ 9.49	\$ 259.49
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	15-C-009507	\$ 250.00	11/18/2016	\$ 9.49	\$ 259.49
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16-C-002768	\$ 40,250.00	8/17/2016	\$ 2,451.39	\$ 42,701.39
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16-C-008008	\$ 1,750.00	12/15/2016	\$ 54.80	\$ 1,804.80
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16-C-008858	\$ 1,750.00	12/15/2016	\$ 54.80	\$ 1,804.80
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16-C-009245	\$ 1,750.00	12/15/2016	\$ 54.80	\$ 1,804.80
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16-C-009299	\$ 1,750.00	12/15/2016	\$ 54.80	\$ 1,804.80
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16-C-009315	\$ 1,750.00	12/15/2016	\$ 54.80	\$ 1,804.80
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16-C-009349	\$ 1,750.00	12/15/2016	\$ 54.80	\$ 1,804.80
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16C-7955	\$ 41,000.00	11/18/2016	\$ 1,556.88	\$ 42,556.88
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16C-8293	\$ 1,750.00	11/18/2016	\$ 66.45	\$ 1,816.45
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16C-8294	\$ 1,750.00	11/18/2016	\$ 66.45	\$ 1,816.45
37-2W-11BC-3800	466 South First Street	Joyce P Carrell & Bud R Taylor	Junk - Jacob Taylor, Occupant	16C-8323	\$ 1,750.00	11/18/2016	\$ 66.45	\$ 1,816.45
					\$ 106,305.00		\$ 6,862.33	\$ 113,167.33

* - Interest calculated through April 20, 2017

Ordinance

Title 5 Revisions



STAFF REPORT

STAFF REPORT

April 20, 2017

AGENDA ITEM:

Consideration of an Amendment to the Municipal Code to Rescind Chapter 5.40, Regulations for Medical Marijuana Dispensaries in Central Point in Response to 2016 Voter Approved Prohibition.

STAFF SOURCE:

Tom Humphrey, Community Development Director

BACKGROUND:

The Community Development Department prepared an amendment to the Municipal Code in 2014 to regulate the establishment of medical marijuana dispensaries in Central Point. State legislation was constantly changing and Section 134 of House Bill 3400 authorized City Councils to adopt an ordinance referring the disposition of marijuana dispensaries to the electorate of a City.

DISCUSSION:

On January 20, 2016, the Central Point City Council adopted Ordinance 2022 referring the question of whether to prohibit recreational marijuana producers, processors, wholesalers and/or retailers, as well as medical marijuana processors and medical marijuana dispensaries to the voters of Central Point.

On November 8, 2016, a majority of voters of Central Point elected to prohibit recreational and medical producers, processors, wholesalers, retailers and medical marijuana dispensaries thus making language in the municipal code unnecessary. The attached ordinance rescinds Chapter 5.40 in response to the voter's wishes.

ISSUES:

None.

ATTACHMENTS:

Attachment "A" – Ordinance No. ____ An Ordinance Rescinding Medical Marijuana Dispensaries Chapter 5.40 Following 2016 Election Results in Which Central Point Citizens Voted to Prohibit Marijuana Dispensaries in the City.

ACTION:

Consider the proposed amendment to Chapter 5.40 and 1) forward the ordinance to a second reading, 2) make revisions and forward the ordinance to a second reading or 3) deny the ordinance.

RECOMMENDATION:

Discuss ordinance proposal and forward ordinance and amendments to a second reading.

ORDINANCE NO. _____

AN ORDINANCE RESCINDING MEDICAL MARIJUANA DISPENSARIES CHAPTER 5.40 FOLLOWING 2016 ELECTION RESULTS IN WHICH CENTRAL POINT CITIZENS VOTED TO PROHIBIT MARIJUANA DISPENSARIES IN THE CITY.

RECITALS:

- A. Words ~~lined through~~ are to be deleted and **words in bold** are added.
- B. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- C. On January 20, 2016, the Central Point City Council adopted Ordinance 2022 referring the question of whether to prohibit recreational marijuana producers, processors, wholesalers and/or retailers, as well as medical marijuana processors and medical marijuana dispensaries to the voters of Central Point.
- D. On November 8, 2016, a majority of voters of Central Point elected to prohibit recreational and medical producers, processors, wholesalers, retailers and medical marijuana dispensaries thus making language in the municipal code unnecessary.
- E. On April, 2017, the City of Central Point City Council held a property advertised public hearing; reviewed the Staff Report and findings; heard testimony and comments, and deliberated on approval of the Municipal Code Amendment.

THE PEOPLE OF CENTRAL POINT DO ORDAIN AS FOLLOWS:

SECTION 1. Amendments to Section 5 removes a section to the municipal code that previously allowed Medical Marijuana Dispensaries and would have been amended to allow Recreational Marijuana Dispensaries.

**Title 5
BUSINESS LICENSES AND REGULATIONS¹**

Chapters:

5.04 Business Licenses

5.06 Yard Sales

5.08 Public Dances

5.10 Sidewalk Cafes

5.12 Electrical Contractors

5.16 Plumbing

5.20 Solicitors, Canvassers and Peddlers

5.24 Adult Businesses

5.32 Mobile Home Parks

5.33 Merchant Police and Private Detectives

5.34 Pawnbrokers and Secondhand Dealers

5.38 Drug Paraphernalia

5.40 Medical Marijuana Dispensaries

5.42 Special Event Permits

Chapter 5.40 MEDICAL MARIJUANA DISPENSARIES

Sections:

~~5.40.010 Purpose.~~

~~5.40.020 Definitions.~~

~~5.40.030 Regulations for Dispensaries.~~

~~5.40.040 License Required.~~

~~5.40.050 License Period.~~

~~5.40.060 License Fees.~~

5.40.010 Purpose.

~~It is recognized that the presence of "marijuana dispensaries" within the community of Central Point may result in adverse social and economic impacts, increased crime incidents, and physical deterioration in the general areas of such businesses. It is evident that regulations applicable to such dispensaries are necessary to protect minors and to preserve the character, safety and stability of residential areas that are in close proximity to such~~

commercial businesses. The purpose of this section is to establish regulations applicable to marijuana dispensaries, as defined in the Oregon Revised Statutes and in Section 5.40.020 of this chapter.

5.40.020 Definitions.

For purposes of this chapter, the following terms and business types are defined in this section:

- A. ~~Medical Marijuana: Means of all parts of the genus cannabis whether growing or not, and the seed of such plants that may be administered to treat or alleviate a qualifying patient's debilitating medical condition or symptoms associated with the patient's debilitating medical condition.~~
- B. ~~Cultivation: Means a location where marijuana is produced or cultivated for use by a Medical Marijuana Qualifying Patient including within a building, structure or premises used for the cultivation or storage of medical marijuana that is physically separate and off-site from a medical marijuana dispensary.~~
- C. ~~Medical Marijuana Dispensary: A medical marijuana facility registered by the Oregon Health Authority under ORS 475.300 to 475.346 and that sells, distributes, transmits, gives, dispenses or otherwise provides medical marijuana to qualifying patients.~~
- D. ~~Infusion: A facility or business that incorporates medical marijuana (cannabis) by means of cooking, blending, or incorporation into consumable/edible goods.~~
- E. ~~Medical Marijuana Qualifying Patient: A registry identification cardholder (person who has been diagnosed by a physician as having a debilitating medical condition) as further defined by ORS 475.302(3) or the designated primary caregiver of the cardholder as defined by ORS 475.302(5).~~

5.40.030 Regulations for Medical Marijuana Dispensary.

A. ~~Medical Marijuana Dispensary businesses may be granted a conditional use permit by the planning commission in accordance with the requirements of the zoning district in which the business is proposed, and in accordance with the following regulations:~~

- ~~1. Evidence that the business is currently registered under the state of Oregon's medical marijuana facility registration system under ORS 475.300-ORS 475.346.~~
- ~~2. The proposed use complies with all requirements set forth for the issuance of a conditional use permit (CPMC 17.76);~~
- ~~3. The lot on which the business is proposed to be located is classified commercial and includes the following designations; C-2(M) Commercial Medical District, C-4 Tourist and Office Commercial District, and C-5 Thoroughfare Commercial District;~~

- ~~4. The business shall be located in a permanent building and may not locate in a trailer, cargo container or motor vehicle;~~
- ~~5. The subject lot is not within five hundred feet of the nearest residential (R) zoning district;~~
- ~~6. The lot is not within one thousand feet of any lot upon which there is located an educational institution primarily attended by minors, a public park or recreational facility, a day nursery or child care center, or any other public facility which is customarily utilized by minors;~~
- ~~7. The lot is not within one thousand feet of any lot upon which there is located another marijuana dispensary business;~~
- ~~8. The exterior appearance of the structure shall be consistent with the appearance of existing commercial structures on abutting lots or within the immediate neighborhood, so as not to cause blight, deterioration, or avoidable depreciation in property values within the general vicinity;~~
- ~~9. The business shall be permitted an identification sign but shall not exhibit advertisements, displays, or any other promotional or advertising materials that may be visible to the public outside the structure;~~
- ~~10. All doorways, windows and other openings shall be located, covered or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area;~~
- ~~11. No marijuana dispensary business, as defined in this chapter, shall have operating hours earlier than 8:00 a.m. or later than 6:00 p.m. of the same day and only Monday through Saturday, except as specifically permitted by the terms of the conditional use permit.~~
- ~~12. Cultivation or infusion of medical marijuana at the site of the dispensary is prohibited.~~
- ~~13. The business shall provide for secure disposal of marijuana remnants or by-products; such remnants or by-products shall not be placed within the facility's exterior refuse containers.~~
- ~~14. Drive-through services are prohibited.~~

~~B. The planning commission may, at its discretion, conduct a poll or survey of residents and property owners in the vicinity of a proposed medical marijuana dispensary business if such poll or survey is determined to be necessary to adequately assess the social, economic or other impacts of the proposed business.~~

~~C. Applicants for licenses under this chapter must file with the city recorder a sworn application in writing for the license which shall give the following information:~~

- ~~1. The name of the applicant;~~
- ~~2. Permanent home address and full local address of the applicant;~~
- ~~3. A brief description of the nature of the business and goods to be sold, if any;~~
- ~~4. Length of time for which the right to do business is desired;~~
- ~~5. The location of the proposed medical marijuana dispensary business.~~

~~D. Any person violating any of the provisions of this chapter shall, upon conviction thereof, be punished by a fine as defined by Section 1.16.010.~~

~~**5.40.040 License Registration Required.**~~

~~No person, or his employee or agent, shall engage in or conduct within the city any medical marijuana dispensary business unless the license fee has been paid and a license issued as provided herein. No person, his employee or agent shall engage in or conduct within the city any medical marijuana dispensary business unless the person possesses a current registration under the state's medical marijuana facility registration system. The City shall not issue a business license to any medical marijuana dispensary business while a moratorium is in effect prohibiting the operation of such business.~~

~~**5.40.050 License--Period.**~~

~~License for dispensaries shall be for annual periods commencing on July 1st of each year. License renewals shall be consistent with criteria established in CPMC Section 5.04.092.~~

~~**5.40.060 License--Fees.**~~

~~The license fee to be charged by the city designee for a medical marijuana dispensary business license shall be as set forth in the City of Central Point Business License Fee Schedule as set in 5.04.120.~~

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

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

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

Resolution

UBG Expansion for CP-6



STAFF REPORT

April 20, 2017

AGENDA ITEM:

Consideration of a Resolution of Intent to Amend the Central Point Urban Growth Boundary (UGB), Comprehensive Plan (Map) and the Central Point Municipal Code (Map) to Add Land from the City's Urban Reserve Area (URA) CP-6 for Residential development in the City of Central Point.

STAFF SOURCE:

Tom Humphrey, Community Development Director

BACKGROUND:

The Community Development Department continues to meet with companies and property owners who would like to see other areas of the City's UGB expanded so that additional residential lands can be annexed and developed. The City has received a *Letter of Interest*, (Attachment A) requesting that the Council pursue a UGB Amendment from Urban Reserve Area (URA) CP-6. Our Urban Growth Boundary Management Agreement (UGBMA) with Jackson County states that *individuals and groups may petition the County or appropriate City ... for initiating major legislative amendments* which this would be. The City is in the process of creating a concept plan and updating its Housing Element both of which will be used in determining the need for more residential land.

ISSUES:

The Council is being presented with the above background information in order to determine whether it wants the City to proceed with an Amendment of its Comprehensive Land-Use Plan.

As the Council is aware, the Department of Land Conservation and Development (DLCD) needs to be notified whenever a city proposes changes to its Comprehensive Plan. If the Council is in support of the changes being proposed with this staff report, and would like to proceed, then a Resolution of Intent (Attachment B) can be adopted to start the amendment process. The specifics of the amendment need not be discussed at this time but opinions can be offered, direction can be given to staff and an amendment can be initiated.

ATTACHMENTS:

Attachment "A" – Letter of Interest from Brock, Martin Higinbotham and Wiedman dated 3/24/17

Attachment "B" – Resolution No. ____ A Resolution Declaring the City Council's Intent to Initiate an Amendment to the Central Point Urban Growth Boundary (UGB), and the Comprehensive Plan (Map) to Add Land from the City's Urban Reserve Area (URA) CP-6 for Residential Development in the City of Central Point.

ACTION:

Discuss UGB Amendment and initiate a Comprehensive Land-Use Amendment by Resolution using the provisions in Chapter 17.96.020.

RECOMMENDATION:

Deliberate and 1) Approve a Resolution of Intention to Amend the Comprehensive Land-Use Plan; 2) Defer a Resolution of Intention to a later date; 3) Decline the Letter of Interest.

Central Point City Council
Central Point City Hall
140 South Third Street
Central Point, OR 97502

Mayor Williams and City Councilors,

As the owners of the four properties making up our land block called Taylor Road West, we would like to affirm our interest in being included in the impending Urban Growth Boundary (UGB) expansion. We have been involved in the last decade of the planning process that has led to this point in expanding the UGB boundaries of Central Point. Some of our members were observers and participants in the Regional Problem Solving (RPS) process that successfully established the current Urban Reserve Areas (URA), of which we are a part. These Urban Reserves provide a nice opportunity for the City to choose from a variety of parcels to best promote the level and type of growth that you prefer.

We are pleased to have already provided our Taylor Road West Concept Plan to Tom and his planning staff to incorporate into the overall concept plan for URA CP-6A. We do believe our four properties provide opportunities for the growth of Central Point that are unique among any of the URA lands. Here is an excerpt from a planning report for the RPS Project concerning CP-6A, "The City and its residents have supported including this area because it helps the City's goal of developing in a centric pattern. The City envisions larger master planned communities in the areas where several large lots can be assembled for higher density residential development, some open space preserved and agricultural buffers created. Managed growth to the west will promote efficient local access to the Downtown core. The properties in this urban reserve are adjacent to the city limits, and could easily be served by services from the Twin Creeks development or from existing collector roads, such as Beall Lane, Taylor Road, and Scenic Avenue." The construction of the Twin Creeks Crossing and the planned improvements to West Pine Street and the intersection of Scenic Avenue and Highway 99 will contribute to an effective transportation system serving our area. Another advantage of our properties is that we are not hindered by any floodway or floodplain designations nor are there any wetlands or vernal pools present. Access to water, sewer, and natural gas as well as the ability to manage stormwater are all strong points in favor of development in our area.

We believe that including our properties will assist the City in addressing the shortage of residentially zoned land that is ready for development. We are committed to making our land available for development in a timely manner and are willing to work with the City to assure you that our lands do get developed. The meager projections from Portland State University (PSU) for growth (1.5% annually) in the future for Central Point will continue to constrict residential land availability for Central Point unless more residential development occurs sooner rather than later. We believe that inclusion of our lands in the UGB will be the most effective strategy to change the PSU projections in the future which will open up opportunities for other lands in all the URAs to contribute to the growth of Central Point.

Sincerely,

[Handwritten signature of June Brock]

June Brock

[Handwritten signature of Clyde Brock]

Clyde Brock

[Handwritten signature of James Wiedman]

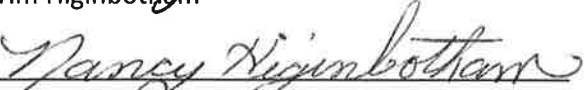
James Wiedman, Wiedman Family LLC

[Handwritten signature of Sara McGrath]

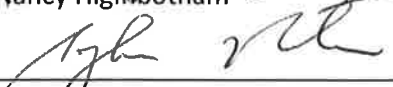
Sara McGrath, Wiedman Family LLC



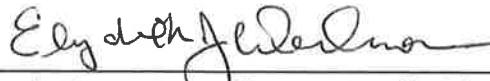
Tim Higinbotham



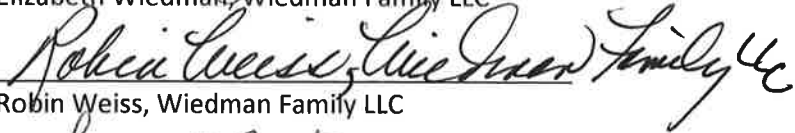
Nancy Higinbotham



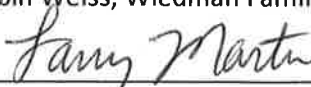
Sophia Martin



Elizabeth Wiedman, Wiedman Family LLC



Robin Weiss, Wiedman Family LLC



Larry Martin

RESOLUTION NO. _____

A RESOLUTION DECLARING THE CITY COUNCIL’S INTENT TO INITIATE AN AMENDMENT TO THE CENTRAL POINT URBAN GROWTH BOUNDARY (UGB), AND THE COMPREHENSIVE PLAN (MAP) TO ADD LAND FROM THE CITY’S URBAN RESERVE AREA (URA) CP-6 FOR RESIDENTIAL DEVELOPMENT IN THE CITY OF CENTRAL POINT

RECITALS:

- A. An amendment of the Central Point Comprehensive Land Use Plan may be initiated by adoption of a resolution of intention by the City Council (Chapter 17.96.200.B); and
- B. The City’s Urban Growth Boundary Management Agreement (UGBMA) with Jackson County states that individuals and groups may petition the County or appropriate City ... for initiating major legislative amendments. The City Council has received a request to initiate a UGB amendment for property located in a newly formed Urban Reserve Area (URA) known as CP-6.
- C. The City Council has reason to believe that expansion of the UGB into CP-6 and changes to the Comprehensive Plan (map) will address the City’s demand for more and affordable housing and it consistent with concentric growth the City has espoused.
- D. The City Council determines that it is in the City’s economic interest and that the public necessity and convenience and general welfare support such an amendment.

The City of Central Point resolves:

Section 1: By this resolution the City Council authorizes the Community Development Department to proceed with consideration of an amendment to the Urban Growth Boundary (UGB), including necessary and related Comprehensive Plan (Map) Amendments.

Section 2: Unless otherwise authorized by the City Council the UGB amendment shall be limited to URA CP-6 and the uses agreed to in the Regional Plan.

Section 3: All conditions of the Regional Plan Element applicable to UGB expansions in general, and to CP-6 specifically, shall be satisfied in order to amend the UGB.

Section 4: Prior to formal application for the actions cited in Section 1 of this resolution the requirements of Section 17.96 of the City of Central Point Municipal Code shall be met.

City Council Resolution No. _____ (4/20/2017)

PASSED by the Council and signed by me in authentication of its passage this 20th day of April, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

Resolution

Twin Creeks Rail Agreement



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

September 2, 2014

AGENDA ITEM:

Consideration of a Resolution Authorizing the City Manager or his designee to sign the Construction and Maintenance Agreement of New Grade Crossing for the rail portion of the Twin Creeks Rail Crossing.

STAFF SOURCE:

Matt Samitore, Parks & Public Works Director

BACKGROUND/SYNOPSIS:

The City of Central Point has received the final Construction and Maintenance Agreement from the Central Oregon and Pacific Railroad (CORP). The agreement has been reviewed by city staff and legal counsel. The agreement details costs for the construction of the continuous welded rail for the project site and long term maintenance of the site. A change from the previous draft now has the City paying a one-time maintenance fee in lieu of an annual payment.

FISCAL IMPACT:

Construction: Current Estimates range from \$1,200,000 to -\$1,300,000. The City has programmed that amount into the 2017-2019 budgets.

Maintenance: The initial maintenance fees would be \$5,000 for legal review and a onetime \$10,000 for repairs. If an automobile damages the safety arms associated with the project the City would also be responsible for paying the bills associated with the repair.

ATTACHMENTS:

1. Resolution authorizing the signatures for the Construction and Maintenance Agreement.
2. Construction and Maintenance Agreement from CORP

RECOMMENDATION:

City staff recommends approving the resolution authorizing the City Manager or his designee to sign the Construction and Maintenance Agreement.

PUBLIC HEARING REQUIRED:

Yes

SUGGESTED MOTION:

I move to approve the resolution ____ authorizing the City Manager or his designee to sign the Construction and Maintenance Agreement with the Central Oregon and Pacific Railroad.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE
CONSTRUCTION AND MAINTENANCE AGREEMENT OF NEW GRADE CROSSING
WITH THE CENTRAL OREGON AND PACIFIC RAILROAD FOR THE TWINCREEKS
CROSSING PROJECT**

Recitals:

A. The City of Central Point is in the process of finalizing construction plans for the new Twin Creeks Rail Crossing which will add a new signal to the highway at Twin Creeks Crossing. The other part of the project was the construction of 1000 feet of continuous welded rail track with the Central Oregon and Pacific Railroad (CORP).

B. CORP is requiring a Construction and Maintenance Agreement to cover the costs to do the construction and a onetime payment for standard maintenance.

C. Approval of this agreement gives authorization for CORP to proceed forward with final design of continuous welded rail and obligates the City to pay for the cost of the construction and to make a one-time maintenance payment.

The City of Central Point resolves as follows:

Section 1. Allows the City Manager or his designee to sign the Construction and Maintenance Agreement of New Grade Crossing with the Central Oregon and Pacific Railroad.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

Mayor Hank Williams

ATTEST:

City Recorder

**CONSTRUCTION AND MAINTENANCE AGREEMENT
CONSTRUCTION OF NEW GRADE CROSSING**

MILEPOST 446.35
CITY OF CENTRAL POINT, COUNTY OF JACKSON, STATE OF OREGON

THIS AGREEMENT made this _____ day of _____, 2017, by and between the **CITY OF CENTRAL POINT**, hereinafter called "**Roadway Authority**", and the **CENTRAL OREGON & PACIFIC RAILROAD, INC.**, a Delaware corporation, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, the Railway currently holds interest in real estate situated at or near Central Point, County of Jackson, State of Oregon, at Mile Post 446.35, Roseburg Subdivision, and RAILWAY has the right to possess and operate over the Premises, as such term is defined below; and

WHEREAS, in the interest of public safety and aiding motor vehicle and pedestrian traffic, **Roadway Authority** wishes to construct a new public crossing approximately 130 feet wide and extending Twin Creeks Crossing east of Twin Creeks Park, resulting in an at-grade crossing over **Railway's** land and tracks, specifically located at **Railway's Milepost 446.35, Roseburg Subdivision** (heretofore and hereinafter called "**Premises**"), with DOT# 927297W, Railroad Project # 09CORP02R, hereinafter called "**Project**"; located in the City of Central Point, County of Jackson, State of Oregon attached hereto and hereby made a part hereof as **Exhibit "A"** is a Project Print showing the type, size and location of the new at-grade crossing structure; and

WHEREAS, The Oregon Department of Transportation issued rail crossing Order Number 50837 authorizing the construction of the new crossings, and subsequently issued Errata Order Number 50851 specifying the installation of approximately 3,268 track feet of continuously welded rail on the crossings approaches and amended order Number _____ [to be inserted before signing and after issuance of pending order] modifying the crossing design, which includes the Project and will result in improvements on the Premises as described herein (hereinafter called "**Structure**"); and

WHEREAS, the **Roadway Authority** is willing to undertake the entire cost and expense of construction of the Structure with City funds available for this purpose and the **Railway** is willing to consent to and assist with the work related to the implementation of the Project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the **Roadway Authority** has acquired an easement from Railway for the proposed **Structure** through agreement # CORP080625, and

WHEREAS, said **Structure** shall be constructed in accordance with plans and designs, which shall be subject to the mutual approval of **Railway** and **Roadway Authority**, and

WHEREAS, the **Railway** and **Roadway Authority** hereto desire to contract with reference to the work to be done by each of those in connection therewith, the manner of the work to be performed, and the payment of costs and expense therein involved.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

Upon receipt of payment from **Roadway Authority** described in the subsequent sentence and provided **Roadway Authority** is in compliance with the terms and conditions of this Agreement, **Railway** agrees to

grant to **Roadway Authority**, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of **Railway's** right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit "A" attached to this Agreement. **Roadway Authority** has paid **Railway** the sum of One Hundred and Twenty-Five Thousand and No/100 Dollars (\$125,000) as compensation for the Easement.

I. Performance of Work

The **Roadway Authority** and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **ROADWAY AUTHORITY** OR ITS CONTRACTOR AT **ROADWAY AUTHORITY** EXPENSE

1. Project Plans & Specifications and Construction
Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the **Structure**. **Roadway Authority** shall obtain written approval of Project Plans & Specifications prior to construction of the **Structure**.
2. Roadway Construction
As directed in Order Number 50837, Section 3 c, bear responsibility for the construction of the new highway roadbed outside of the **Railway** ties and the new roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.
3. Subgrade Utility Construction
Bear responsibility for (i) ensuring that each utility line is installed in accordance with a written agreement with **Railway** and (ii) the construction of the new utility lines under the track for **Roadway Authority** use to be installed as part of this **Project**. All Subgrade Utility Crossings under tracks will be installed in accordance with **Railway** requirements and specifications.
4. Maintenance of Traffic
Bear responsibility for all traffic detours, maintenance of traffic, and all other roadway modifications, permanent or temporary, necessary for **Railway** to complete crossing surface and warning device installations as needed.
5. Schedule & Notification
Provide project construction schedule and notify **Railway** sixty (60) days prior to date **Railway** is to perform work and/or provide flagging services.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY THE **RAILWAY** AT **ROADWAY AUTHORITY** EXPENSE

1. Engineering and Bill Preparation
The **Railway**, at the **Roadway Authority's** expense shall perform preliminary and special engineering, review, and inspection, including field and office work and preparation of bills.
2. Construction
SIGNAL WORK
The **Railway**, at the **Roadway Authority's** expense per Errata Order Number 50851, Section 4(b), will install 4 new gates with LED flashers per the **Roadway Authority's** construction plans previously provided to the **Railway** and in accordance the attached drawings No R-07, dated January 2017 (or the latest revision) attached as **Exhibit "A"**, and approximately **3,268 track feet of continuous welded rail on the track approaches**, with projected cost estimates for construction described in **Exhibit "B"**.

CROSSING SURFACE/ RESURFACE WORK

The **Railway**, at the **Roadway Authority's** expense, will install 138.125 feet of new concrete crossing surface at the crossing site in accordance with ODOT Order No. 50837, Section 4(a) and the attached drawing No. R-07, dated January 2017 (or the latest revision) attached as **Exhibit "A"** with projected costs estimates for construction described in **Exhibit "B"**.

The estimate provided in **Exhibit "B"** is not intended to be a guarantee of construction costs and actual construction cost may differ based upon variables encountered at and during construction.

For the **Project**, the work will commence following the release of a Notice to Proceed from the **Roadway Authority**.

3. Flagging

Perform flagging and furnish requested services and devices during construction operations of the **Roadway Authority** or its contractor, as deemed necessary by the **Railway**. **Any flagging cost or protective services performed by the Railway or its contractor shall be at the Roadway Authority's expense.**

II. Construction Plans and Specifications

The **Roadway Authority** or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by the **Roadway Authority** or its contractors and submitted to **Railway** Manager of Public Projects for approval of those sections that are within or adjacent to **Railway's** right-of-way, affecting facility or operations of the **Railway**. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt of notices to proceed given by the **Railway** Manager of Public Projects and authorized representative to the **Roadway Authority** engineer or their respective authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be ratification or an adoption by the **Railway** of either or both said plans as its own.

III. Traffic Protection and Safety

All work herein provided for, to be done by the **Roadway Authority** or its contractors on the **Railway's** right-of-way, shall be performed by the **Roadway Authority** or its contractors in a manner satisfactory to the **Railway** and shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the **Railway**. The **Roadway Authority** or its contractors shall enter into a "Right-of-Entry Agreement" with the **Railway** prior to the first entry onto **Railway's** right-of-way. The **Roadway Authority** shall reimburse the **Railway** for all actual costs thereof, including, without limitation, both direct and indirect labor additives. The **Railway** will submit bills for flagging and other protective services and devices currently during the progress of the work contemplated by this Agreement. The **Railway** shall have one hundred twenty (120) days to submit complete billing for flagging and other protective services and devices, and the **Roadway Authority** shall pay such bills within thirty (30) days of its receipt of billing. Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway's** tracks having permission for such use. The **Roadway Authority's** foregoing obligations in this Provision to require its contractors on the **Railway's** right-of-way to first sign a "Right-of-Entry Agreement" shall survive the term of this Agreement to apply to any entry, including but not limited for purposes of inspection, repair, replacement or removal.

IV. Compensation

For and in consideration of the sum of **Five Thousand and No/100ths Dollars (\$5,000.00)** such sum to be paid by the **Roadway Authority** to the **Railway** upon the execution and delivery of this Agreement,

the terms and conditions of this Agreement, which are and subject to the terms and conditions of the Lease.

V. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this agreement, including, without limitation, those set forth in **Exhibit "C"** attached hereto and by this reference incorporated herein; and **Roadway Authority**, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions.

The **Roadway Authority** shall ensure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in **Exhibit "C"**, hereto attached, covering their work on **Railway's** property covering this **Project**.

If the **Roadway Authority** contracts any work on or adjacent to **Railway's** tracks or property, the **Roadway Authority** will require such contractor(s), to the extent allowed by law, to agree in writing to the extent not limited by the Oregon Tort Claims Act (ORS 30.269): "DEFEND, INDEMNIFY AND HOLD HARMLESS **RAILWAY**, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE CONTRACTOR.

IN NO EVENT UNDER THIS AGREEMENT WILL RAILWAY HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE TERM "RAILWAY" AS USED IN THIS ARTICLE V SHALL INCLUDE THE SUCCESSORS, ASSIGNS, AND AFFILIATED COMPANIES OF RAILWAY, AND ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS, OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

The **Roadway Authority's** foregoing obligations in this Provision to require its contractors, to the extent allowed by law and to the extent limited by Oregon tort claims act, to indemnify Railway shall survive the term of this Agreement.

VI. Compliance with Federal Regulations

The current provisions of 23 CFR (Code of Federal Regulations) parts 646, subpart B and 23 CFR parts 140, subpart I, shall apply to the work to be done under this agreement, and said memorandum is hereby incorporated in and made a part of this Agreement by reference.

If the **Railway** enters into a contract or agreement with a contractor to perform any of the work, which the **Railway** is required to perform under the terms of this Agreement, the **Railway**, for itself, its assigns and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors.

VII. Signatory Warranty

Each signatory to this agreement certifies that he has the authority to enter into this agreement on behalf of his respective organization.

VIII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the date on the top of page one hereof and shall continue for a period not to exceed the earlier of the 12 months from the date construction commences within the

Railway's Right-of-Way or completion of the construction of the **Project** as determined by the **Railway**. The **Roadway Authority's** obligations in the following paragraphs of this Provision and the indemnities in **Exhibit "C"** shall survive the term of this Agreement.

Upon completion of the crossing, the **Roadway Authority**, at the **Roadway Authority's** expense, will be responsible for the maintenance of the highway roadbed outside of the railway ties and the roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

Upon completion of the crossing, the **Railway**, at the **Roadway Authority's** expense, will be responsible for the maintenance of the railroad signal system, crossing surface, trackbed and rail components, plus the highway roadbed, for the width of the rail ties within the crossing area. This maintenance expense will be accomplished by a one-time lump sum payment of \$10,000 as part of this Agreement.

In addition, the **Roadway Authority**, at the **Roadway Authority's** expense, will be responsible for the complete future repair or replacement of said crossing surface and warning devices. This includes all crossing surface repair and replacement costs required due to Acts of God, normal wear and tear, and damage from accidents where third party accountability cannot be determined, and any other cause not attributable to the Railway.

IX. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

X. Termination

In the event that the **Railway** abandons the tracks at this crossing through a formal process before the agency or court having jurisdiction for such abandonment proceedings and receives approval from such agency or court, all Maintenance Fees as contained in "Section VIII Term, Ownership and Maintenance Responsibilities", will terminate at the next Agreement anniversary date. No compensation or refunds will be provided to the **Roadway Authority** by the **Railway** for mid-year Agreement terminations.

XI. Construction

The **Roadway Authority** shall complete all construction within one (1) year of the execution date of this agreement. If construction has not commenced within one (1) year, this agreement becomes null and void. If construction has commenced and is not complete, the **Roadway Authority** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review the time line and determine if amendments to the terms of this agreement or supplemental agreements are required prior to the completion of construction.

XII. Buy America

Railway acknowledges that this Agreement is for a federal-aid project and **Railway** shall comply with the Buy America provisions set forth in U.S.C. Section 313 and 23 CFR 635.410, in the procurement and use of steel and iron produced in the United States, subject to the conditions therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

**CITY OF CENTRAL POINT
ROADWAY AUTHORITY**

By: _____
City Administrator

**APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT**

By: _____
Public Works Director

APPROVED AS TO FORM:

By: _____
City Clerk

Insurance: _____

COUNTERSIGNED:

By: _____
Finance Director

WITNESS:

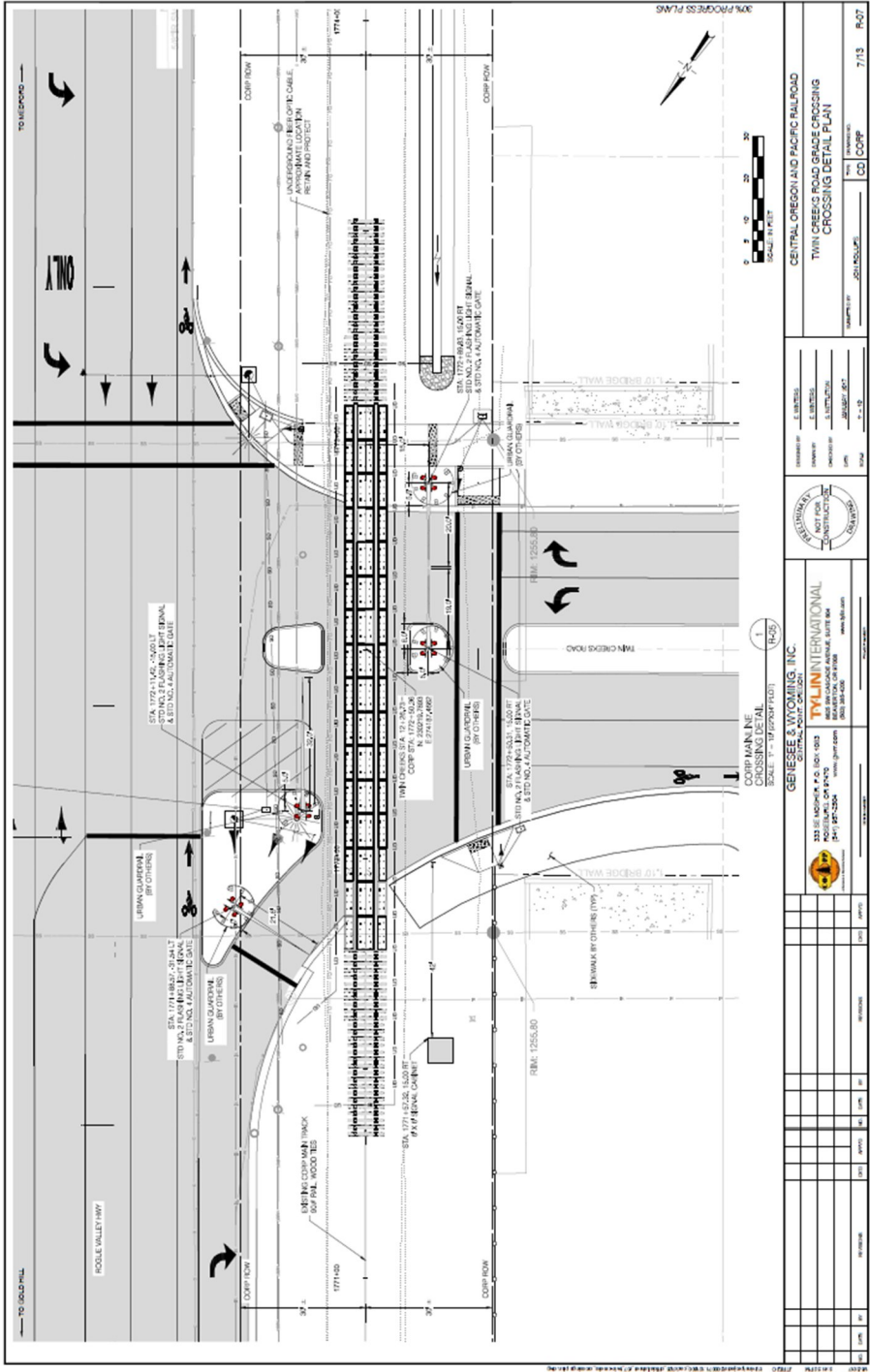
**CENTRAL OREGON & PACIFIC RAILROAD,
INC., a Delaware corporation**

Authorized Representative Signature

Authorized Representative Name (print) / Title

Exhibit "A"
RR PROJECT # 09CORP02R
 At-Grade Crossing Construction
 MP 445.56
 CENTRAL POINT, OREGON
 Print date: 01/22/17

RE Contract: _____
 RR Project#: 09CORP02R
 XORAIL#: VEM13-34320



TWIN CREEKS ROAD AND PACIFIC RAILROAD CROSSING DETAIL

SCALE: 1" = 10'-0" (HORIZONTAL) 1/8" = 1'-0" (VERTICAL)

GENESEE & WYOMING, INC.
 223 S. Main Street, P.O. Box 1023
 Central Point, OR 97502
 (541) 867-2304 www.gwinc.com

TWIN CREEKS ROAD AND PACIFIC RAILROAD CROSSING DETAIL PLAN

DESIGNED BY	DATE	SCALE	NO.
CHECKED BY	DATE	SCALE	NO.
APPROVED BY	DATE	SCALE	NO.

7/13 R07

Exhibit "B"
RR PROJECT # 09CORP02R
 Preliminary Cost Estimate for Total
 Railroad costs of Construction of
 PROJECT to Roadway Authority



a Genesee & Wyoming Company
 Estimate No.: 927297W - 09/1/16

CENTRAL OREGON AND PACIFIC RAILROAD (CORP)
 CENTRAL POINT, (JACKSON), OREGON - TWIN CREEKS

DOT#: 927297W (PACIFIC) Region RAILROAD #: 09CORP02R
 RR MP.: 448.35 \$18KTYOU Subdivision XORAIL#: VEM13-34320

Summary

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	\$343,681.06
CROSSING SURFACE/RESURFACE (Includes all design, requisition, labor, materials, and installation)	\$186,728.00
TRACK GRADE AND REHABILITATION (Includes all design, requisition, labor, materials, and installation for ribbon rail approaches)	\$880,225.80
PRELIMINARY ENGINEERING (Phase 1) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$17,620.00 (pre paid)
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$6,018.00 (pre paid)
CONSTRUCTION ENGINEERING (Phase 3) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$16,421.60
CROSSING CONTROL CIRCUIT DESIGN (Phase 1)	\$13,198.00 (pre paid)
CIVIL / STRUCTURAL ENGINEERING (Phase 1) (Includes Costs For Services Provided by TY Lin)	\$20,000.00 (pre paid)
CONSTRUCTION ENGINEERING INSPECTION (Estimated Construction Engineering Inspection cost based on 4 days @ \$1500 per day)	\$6,000.00
UTILITY CROSSING (0 new utility crossings @ \$4000 per crossing, includes application, engineering review, and right of entry)	\$0.00
RIGHT OF ENTRY FEE (Right of Entry Fee of \$1,500 is valid for 60 days, after 60 days, additional fees of \$750 per 30 days are required.)	\$0.00
FLAGGING SERVICES (Estimated Flagging Services cost based on 30 days @ \$1050 per day)	\$31,600.00
AC POWER SERVICE (Includes all Power Service Charges not included in other costs)	\$5,000.00
OTHER (C&M Processing fee)	\$5,000.00
TOTAL ESTIMATE COST	\$1,349,200.36 (USD)

DATE: 09/1/16

RESPONSIBLE PARTY:

Name: MUNICIPAL
 Number: 641-423-1026
 Contact: TOM HUMPHREY

NOTE: This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

Exhibit C

Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the named insured and **CENTRAL OREGON & PACIFIC RAILROAD**, covering work to be performed upon or adjacent to its property Mile Post 445.56, quoted herein below for convenience:

TO THE EXTENT NOT LIMITED BY THE OREGON TORT CLAIMS ACT (ORS 30.269), , ROADWAY AUTHORITY OR, IN THE EVENT ITS CONTRACTOR IS THE ENTITY PERFORMING SERVICES ON THE PREMISES, ITS CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS **RAILWAY**, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY ROADWAY AUTHORITY OR ITS CONTRACTOR, AS THE CASE MAY BE.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, ROADWAY AUTHORITY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THE FOREGOIN PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO ROADWAY AUTHORITY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK. IT IS ACKNOWLEDGED BY RAILWAY, THAT THE ROADWAY AUTHORITY IS SELF INSURED.

The policy or policies shall provide coverage in amount of not less than Two Million Dollars (\$2,000,000) combined single limit for all damages arising out of bodily injury to or death of persons and for loss of or damage to property.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417. The policy must contain a waiver of subrogation in favor of the **Railway** and the **Roadway Authority's** insurance coverage is primary.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to: CENTRAL OREGON & PACIFIC RAILROAD (PSAP); Attn.: Property Management Dept., 333 SE Mosher, PO Box 1083, Roseburg, OR 97470 AND Genesee & Wyoming, Attn: Larry Romaine, 13901 Sutton Park Drive South, Suite 345C, Jacksonville, FL 32224

The policy as outlined herein shall name Railway and as an additional insured.

The policy as outlined herein shall name Railway and affiliates as listed below as additional insured with respect to F.E.L.A. coverage, and/or if applicable under the laws of the State in which the work is performed.

The policy as required herein shall name Genesee & Wyoming, Inc. and all their affiliated properties, including **CENTRAL OREGON & PACIFIC RAILROAD**, as insured's.

Railway requires that each Insurance Carrier providing coverage must be an Admitted Company in the State for which this Agreement is written and has an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

Prior to the performance of any work upon or adjacent to Railway's property under this Agreement:

- (a) **ROADWAY AUTHORITY shall furnish Railway, at ROADWAY AUTHORITY expense, a certified copy of a public liability and property damage liability insurance policy issued in the name of ROADWAY AUTHORITY covering the contractual liability assumed by ROADWAY AUTHORITY. The form, substance, and limits of said insurance policy shall be subject to the approval of Railway and shall be in compliance with the provisions contained herein. It is acknowledged by Railway that the ROADWAY AUTHORITY is self insured.**
- (b) **ROADWAY AUTHORITY shall furnish Railway, at ROADWAY AUTHORITY expense, a certificate of Workers Compensation coverage, including Federal Employee Liability Act coverage if applicable, for its workers and subcontractors in accordance with the requirements of the State or States in which said work is to be performed. It is acknowledged by Railway that the ROADWAY AUTHORITY is self insured.**
- (c) **ROADWAY AUTHORITY shall furnish a policy of Railway Protective coverage in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate with named insured as outlined herein. WARNING: ONLY A POLICY OF RAILROAD PROTECTIVE INSURANCE WHICH SPECIFICALLY NAMES GENESSE & WYOMING INC. AND ALL THEIR AFFILIATED PROPERTIES, INCLUDING CENTRAL OREGON & PACIFIC RAILROAD, AS THE INSURED PARTIES IS ACCEPTABLE AND A COPY OF SAID POLICY MUST BE RECEIVED PRIOR TO THIS PERMIT BEING APPROVED ON BEHALF OF RAILWAY. It is acknowledged by Railway that the ROADWAY AUTHORITY is self insured.**

ROADWAY AUTHORITY shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Premises under said contract is completed to the satisfaction of and accepted by Railway and thereafter until ROADWAY AUTHORITY has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Premises. It is acknowledged by Railway that the ROADWAY AUTHORITY is self insured.

Resolution

ODOT Crossing Agreement



ADMINISTRATION DEPARTMENT

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

STAFF REPORT

April 10, 2017

AGENDA ITEM:

Consideration of Resolution Authorizing the City Manager or his designee to sign ODOT Crossing No. C-446.35 which would allow for construction and opening of the new Twin Creeks Rail Crossing and C-447.70 for closure of the Seven Oaks Rail Crossing.

STAFF SOURCE:

Matt Samitore, Parks & Public Works Director

BACKGROUND/SYNOPSIS:

The City of Central Point has received a proposed rail order from the Oregon Department of Transportation (ODOT) which is one of the final approval processes allowing for the construction of the Twin Creeks Rail Crossing. The order details improvements that are required in the construction plans/documents. Additionally, it requires the City to coordinate with Jackson County on the closure of the Seven Oaks rail crossing once the Twin Creeks Rail Order is issued. The City has already submitted the construction plans for the Seven Oaks Crossing closure and will continue to coordinate with Jackson County and ODOT on project timing.

Construction of the Twin Creeks Crossing is now slated for Fall of 2017. It is anticipated that most of the work will be completed prior to winter 17/18 with final paving/lane striping occurring in the spring of 2018. The City's match is anticipated to be \$500,000-\$600,000.

FISCAL IMPACT:

Twin Creeks Rail Construction: City's match is anticipated to be \$500,000-\$600,000
Seven Oaks Rail Closure: The current estimate is less than \$50,000 for the closure.

ATTACHMENTS:

1. Resolution authorizing execution of the Crossing Nos. C-446.35 and C-447.
2. ODOT Crossing Orders Nos. C-446.35 and C-447.70.

RECOMMENDATION:

City staff recommends approving the resolution authorizing the City Manager or his designee to sign ODOT Crossing Nos. C-446.35 and C-447.70

PUBLIC HEARING REQUIRED:

Yes

SUGGESTED MOTION:

I move to approve the resolution ____ authorizing the City Manager or his designee to the City Manager or his designee to sign ODOT Crossing Numbers C-446.35 and C-447.70.

ORDER NO.

ENTERED

ODOT CROSSING NO. C-446.35
U.S. DOT NO. 927297W

ODOT CROSSING NO. C-447.70
U.S. DOT NO. 756052G
Crossing Closed

**BEFORE THE OREGON DEPARTMENT
OF TRANSPORTATION**

RX 1242

In the Matter of the Construction of a New Railroad-)
Highway Grade Crossing at Twin Creeks Road and)
CENTRAL OREGON & PACIFIC RAILROAD)
(CORP), Siskiyou Subdivision, in Central Point,)
Jackson County, Oregon.)

PROPOSED ORDER

Department Order No. 50837, entered March 19, 2010, authorized construction of the subject railroad-highway grade crossing. An ERRATA Order, No. 50851, was issued on June 23, 2010, correcting an omission in Order No. 50837. Substantial passage of time has elapsed since the Orders were signed. By letter dated November 15, 2016 the City of Central Point (City) requested consideration of an amended Order be written to accommodate changes to Department Order No. 50837 and Order No. 50851. The Rail and Public Transit Division (RPTD) has determined that there is a need to provide a single Order to encompass the original Order and all subsequent changes. Order No. 50837 and Order No. 50851 are to be rescinded and replaced by this Order.

Subsequently, the RPTD has determined that the vehicle clear-out interval (VCOI) is inessential. Additionally the RPTD has determined the need for the addition of one ground mounted signal head and two mast mounted signal heads to be installed in conjunction with the "No Turn on Red" signs. The closure of Seven Oaks Road #723 grade crossing (C-447.70) is included as part of this Order. The affected railroad is CORP and the affected public authorities in interest are the City of Central Point and Jackson County.

By letter dated November 16, 2016, Proposed Order (PO) was distributed for all parties to review and acknowledge their agreement with its terms. No objections to the PO were received from any party.

All parties in this matter have agreed that the proposed grade crossing is required by the public safety, necessity, convenience and general welfare. Therefore, under ORS 824.214, the Department may enter this Order without hearing.

ORDER NO.

The Appendix to this Order consists of 8 sheets, which collectively depict the scope of the proposed project. The anticipated, average daily traffic (ADT) volume at the grade crossing is ≈6,800 vehicles. There is a daily average of 4 freight train movements through the area of the proposed crossing at the maximum authorized speed of 20 miles per hour. City proposes to raise the elevation of Highway 99 ≈3.5 feet to meet the elevation of CORP's Siskiyou Subdivision. After the highway is raised, City intends to construct Twin Creeks Road across the track. The new roadway will originate at Highway 99 and extend to the southwest to provide access to the Twin Creeks Development, a new transit-oriented development lying south and west of the tracks and Highway 99. The roadway will intersect the track at 90 degrees. Vehicle Traffic Signals (VTS) will be installed at the Twin Creeks Road/Highway 99 intersection and interconnected with four sets of flashing light and automatic gate signals at the crossing. The interconnection will provide train preemption of traffic signal phases with a pedestrian clear-out interval (PCOI) before a train enters the crossing. The track circuits will include ≈3,268 track feet of continuous welded rail (CWR). The interconnected crossing and traffic signal systems shall operate such that when an approaching train is detected, the normal operation of the pedestrian signals will be preempted, and a PCOI of ≈24 seconds will be provided. Following the PCOI, the operation of the train detection equipment will activate the crossing signals at the crossing and preempt the normal operation of the traffic signals.

In conjunction with the opening of the new crossing Jackson County agrees to close Seven Oaks Road #723 grade crossing (C-447.70). The RPTD's support for the proposed Twin Creeks Road grade crossing is conditioned upon the closure as set forth in the ordered provisions of this Order. The closed crossing shall be removed from the Department's Catalog of Public Railroad-Highway Crossings.

From the foregoing, the Department finds that the proposed grade crossing is required by the public safety, necessity, convenience and general welfare. It is neither practical nor necessary to construct a separated crossing at this location. The Department further finds the existing grade crossing No. C-447.70 will no longer be required by the public safety, necessity, convenience and general welfare and shall be closed upon opening of the new grade crossing. The application should be granted upon the following terms.

IT IS THEREFORE ORDERED that:

1. Orders 50837 and 50831 are hereby rescinded.
2. The authority to construct the new grade crossing and close the existing grade crossing is granted. Construction of crossing No. C-446.35 shall be substantially in progress within **two years** from the entered date of this Order. Otherwise, the authority expires on that date. Upon opening of the new grade crossing, crossing No. C-447.70 shall be permanently closed and removed from the Department's Catalog of Public Railroad-Highway Crossings. No authority to establish a Quiet Zone is granted by this Order.
3. The grade crossing shall not be opened to public use until the ordered automatic signals, circuitry, VTS, and interconnection circuitry are installed and operational.

4. Applicant (City of Central Point) shall:
- a. Furnish, install and maintain a VTS at the Twin Creeks Road/Highway 99 intersection to accommodate the train preemption operations described above in the body of this Order, and in accordance with the Appendix to this Order, Sheets 1,2,3,4 and bear all the costs.
 - b. Furnish and install an interconnection between the VTS and ordered crossing signals, and bear all the costs. The interconnection shall consist of an interface box equipped with contact terminals attached to the crossing signal house. The interconnection shall provide train preemption of the normal operation of the VTS with a PCOI as described above in the body of this Order, sheet 2 of 8.
 - c. Construct and maintain that portion of the crossing lying outside lines drawn perpendicular to the end of ties to accommodate the roadway configuration and sidewalks depicted in the Appendix to the Order, Sheets 1, 4, 5 and bear all the costs. The roadway approaches shall comply with OAR 741-120-0020 (1), (2), (3), and 4).
 - d. Furnish, install and maintain standard curb according to OAR 741-110-0030 (7) adjacent to the ordered automatic signals located in the SW quadrant of the crossing, and bear all the costs.
 - e. Furnish and install standard curbed median islands on both approaches to the crossing, as depicted in the Appendix to this Order, Sheet 1 of 8, and bear all the costs.
 - f. Furnish, install and maintain one stop clearance lines at the crossing, located as depicted in the Appendix to this Order, Sheet 6 of 8 and bear all the costs. The crosswalk marking on the west side of the track constitutes the stop clearance line for that approach to the crossing.
 - g. Furnish, install and maintain one advance warning (W10-1) sign and two advance warning pavement markings on the eastbound roadway approach to the crossing, and bear all the costs. The sign and markings shall be located as depicted in the Appendix to this Order, Sheets 6 of 8.
 - h. Furnish, install and maintain one advance warning bicycle pavement markings on the West side of the crossing, located as depicted in the Appendix to this Order, Sheet 6 of 8 and bear all the costs.
 - i. Furnish, install and maintain two side road advance warning (W10-3) signs on the Highway 99 approaches to the crossing as depicted in the Appendix to this order, Sheet 6 of 8 and bear all costs.
 - j. Furnish, install and maintain one SIDEWALK CLOSED (R9-11a) sign, located as depicted in the Appendix to this Order Sheet 6 of 8.
 - k. Furnish, install and maintain two STOP HERE ON RED (R10-6) signs with attached High Level Warning Device flag kits, bear all the costs. Mount the signs

ORDER NO.

at the crossing as depicted in the Appendix to this Order, Sheet 6 of 8. The signs shall not obstruct approaching motorists' view of the ordered automatic signals.

- l. Furnish, install and maintain two NO TURN ON RED (R10-11) signs. Mount the signs at the crossing as depicted in the Appendix to this Order, Sheet 5, 6 of 8. The signs shall not obstruct approaching motorists' view of the ordered automatic signals.
 - m. Notify the ODOT Rail and Public Transit Division in writing or by email transmission not less than two weeks prior to the date that the ordered VTS will be activated and placed in service.
 - n. Maintain all trees and vegetation in the immediate vicinity of the crossing so that they do not obstruct approaching motorists' view of any portion of the flashing lights and automatic gate signals installed at the crossing. Failure to maintain the trees and vegetation shall result in immediate removal of the offending obstruction.
 - o. Bear all the cost of work items listed in paragraphs 4.a., 4.b., 4.c., 4.d., 4.g., and 5.a., below.
4. CORP shall:
- a. Subject to reimbursement by applicant, construct that portion of the crossing lying between lines drawn perpendicular to the end of ties to accommodate the roadway configuration and sidewalk depicted in the Appendix to this Order.
 - b. Subject to reimbursement by applicant, furnish and install four flashing light signals and four automatic gate signals at the crossing. The signals shall be located as depicted in the Appendix to this Order, Sheets 3 of 8, interconnected with the VTS at the Twin Creeks Road/Highway 99 intersection, and activated according to OAR 741-110-0070.
 - c. Subject to reimbursement by applicant, furnish and install ≈3,268 track feet of CWR on the track approaches to the new grade crossing.
 - d. Subject to reimbursement by applicant, furnish and install the interface box, equipped with contact terminals and attached to the crossing signal house, and interconnection circuitry on the railroad side of the contact terminals to facilitate the traffic signal preemption as described above.
 - e. Maintain the ordered automatic signals, circuitry, traffic signal interconnection circuitry on the railroad side of the contact terminals in the interface box, that portion of the crossing lying between lines drawn perpendicular to the end of ties, and bear all the costs.
 - f. Notify the ODOT Rail and Public Transit Division in writing or by email not less than two weeks prior to the date that the ordered automatic signals will be activated and placed in service.

g. Subject to reimbursement by applicant, CORP shall comply with all requirements of OAR 741-120-0050 (2) and (4) at the closed Seven Oaks Road #723 crossing (C-447.70).

5. Jackson County shall:

a. Subject to reimbursement by applicant, close the Seven Oaks Rd #723 grade crossing (C-447.70) as depicted in the Appendix to this order sheet 8 of 8 and comply with all requirements of OAR 741-120-0050 (1) and (4).

6. Each party shall notify ODOT Rail and Public Transit Division in writing upon completion of its portion of the project.

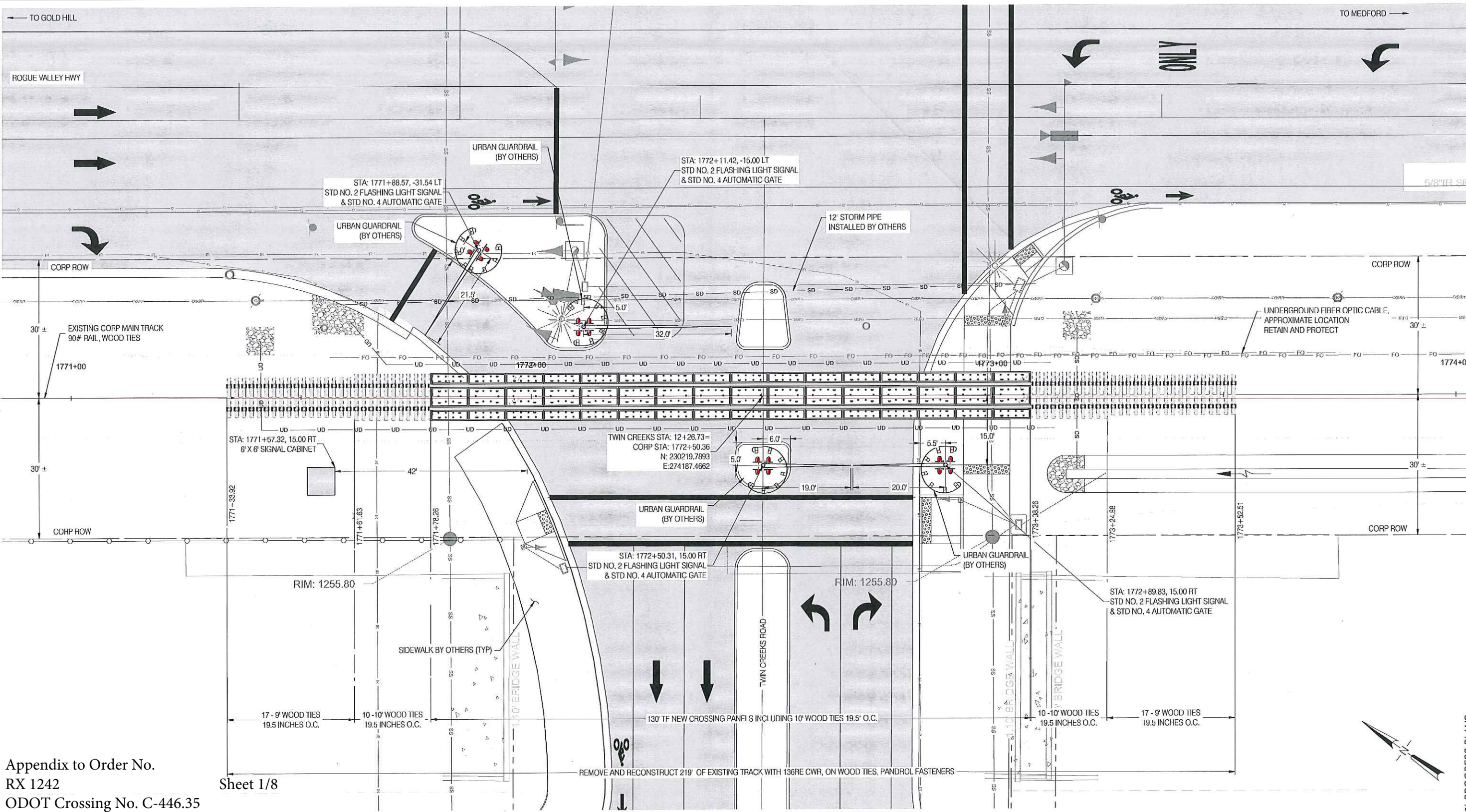
Made, entered, and effective

Notice of Rights

You are entitled to a hearing as provided by the Administrative Procedure Act (ORS chapter 183). If you want a hearing, you must file a written request with ODOT Rail and Public Transit Division within 21 days from the date of this notice. You may mail a request for hearing to Oregon Department of Transportation, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, OR 97301-4179 or fax the request to (503) 986-3183. CORP, the City of Central Point, and Jackson County must be represented by an attorney licensed to practice law in Oregon pursuant to OAR 137-003-510 and 137-003-0550. If a person other than an Oregon-licensed attorney signs the hearing request, an Oregon-licensed attorney must ratify the request for hearing in writing within 28 days of the date that the request for hearing was received by the agency. OAH 137-003-0550(4).

If you request a hearing, at the hearing you have the right to respond to, and to present evidence and argument, on all issues. An Administrative Law Judge from the Office of Administrative Hearings will preside at the hearing. ORS 183.635. A copy of a Notice of Contested Case Rights and Procedures is attached.

If you do request a hearing, but later withdraw your request for hearing, fail to appear at the hearing, or notify ODOT Rail and Public Transit Division or the Administrative Law Judge that you do not intend to appear at the hearing, you will have waived your right to a hearing. In that event, ODOT Rail and Public Transit Division designate the relevant portions of its file, including all materials that you have submitted, as the record for purpose of proving a prima facie case upon default.



Appendix to Order No.
 RX 1242
 ODOT Crossing No. C-446.35
 ODOT Crossing No. C-447.70
 Twin Creeks Rd, Central Point, Jackson County

Sheet 1/8

CORP MAINLINE
 CROSSING DETAIL
 SCALE: 1" = 10' (22'X34" PLOT)



50% PROGRESS PLANS

NO.	DATE	BY	REVISIONS	CKD	APPVD	NO.	DATE	BY	REVISIONS	CKD	APPVD
1	1/18/2017	JTR/ELD									

GENESEE & WYOMING, INC.
CENTRAL POINT, OREGON

333 SE MOSHER, P.O. BOX 1083
ROSEBURG, OR 97470
(541) 957-2504 www.gwrr.com

8625 SW CASCADE AVENUE, SUITE 604
BEAVERTON, OR 97008
(503) 385-4200 www.tylin.com

PRELIMINARY
NOT FOR
CONSTRUCTION
DRAWING

DESIGNED BY	E. WINTERS
DRAWN BY	E. WINTERS
CHECKED BY	S. NETTLETON
DATE	JANUARY 2017
SCALE	1" = 10'

CENTRAL OREGON AND PACIFIC RAILROAD

**TWIN CREEKS ROAD GRADE CROSSING
CROSSING DETAIL PLAN**

SUBMITTED BY	JON ROLUFS	TYPE	CD	DRAWING NO.	7/13 R-07
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TRAFFIC SIGNAL RAILROAD PREEMPTION USING NO GREEN CLEAR OUT

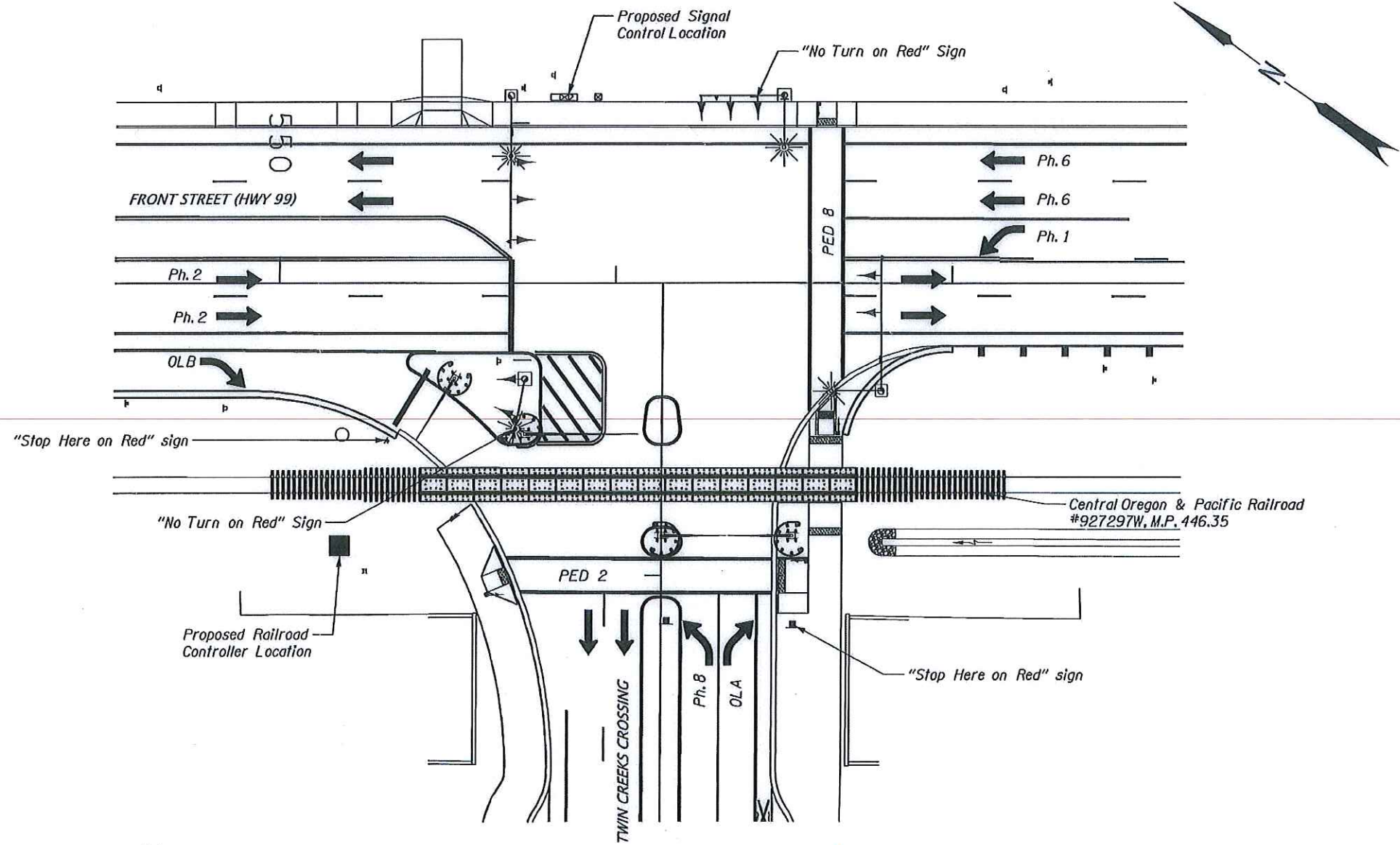
**RAILROAD PREEMPTION PLAN
FRONT STREET (ORE99) & TWIN CREEKS CROSSING
CENTRAL POINT
OFF SYSTEM**

Site Specific Constraints:

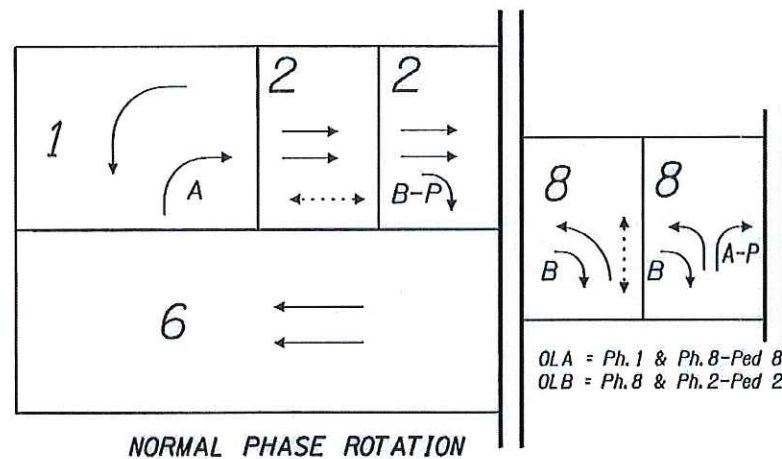
1. No Green Vehicle Clear Out Interval (VCOI) Phases
2. Pedestrian Clear Out Interval (PCOI) time needed: 24 seconds
3. Limited Service vehicle phases: 2 & 6 OLB omitted

The preemption sequence is as follows:

1. When Pedestrian Inhibit (Advance Preemption RR Input) is initiated:
 - a) No change to vehicle phase sequence
 - b) All active pedestrian phase WALK intervals immediately advance to and complete the flashing DON'T WALK interval
 - c) All pedestrian phase calls are inhibited from being serviced
2. When Railroad Preemption (Simultaneous Preemption RR Input) is initiated:
 - a) All active pedestrian phase flashing DON'T WALK intervals immediately advance to solid DON'T WALK
 - b) All non-limited service vehicle phases displaying a GREEN terminate by advancing through their YELLOW and RED clearance intervals
 - e) All programmed Limited Service vehicle phases and their associated pedestrian phases are serviced in their normal sequence based on demand
3. After the railroad preemption inputs return to non-preempt status (normal signal operation):
 - a) Normal intersection operation and sequence resumes

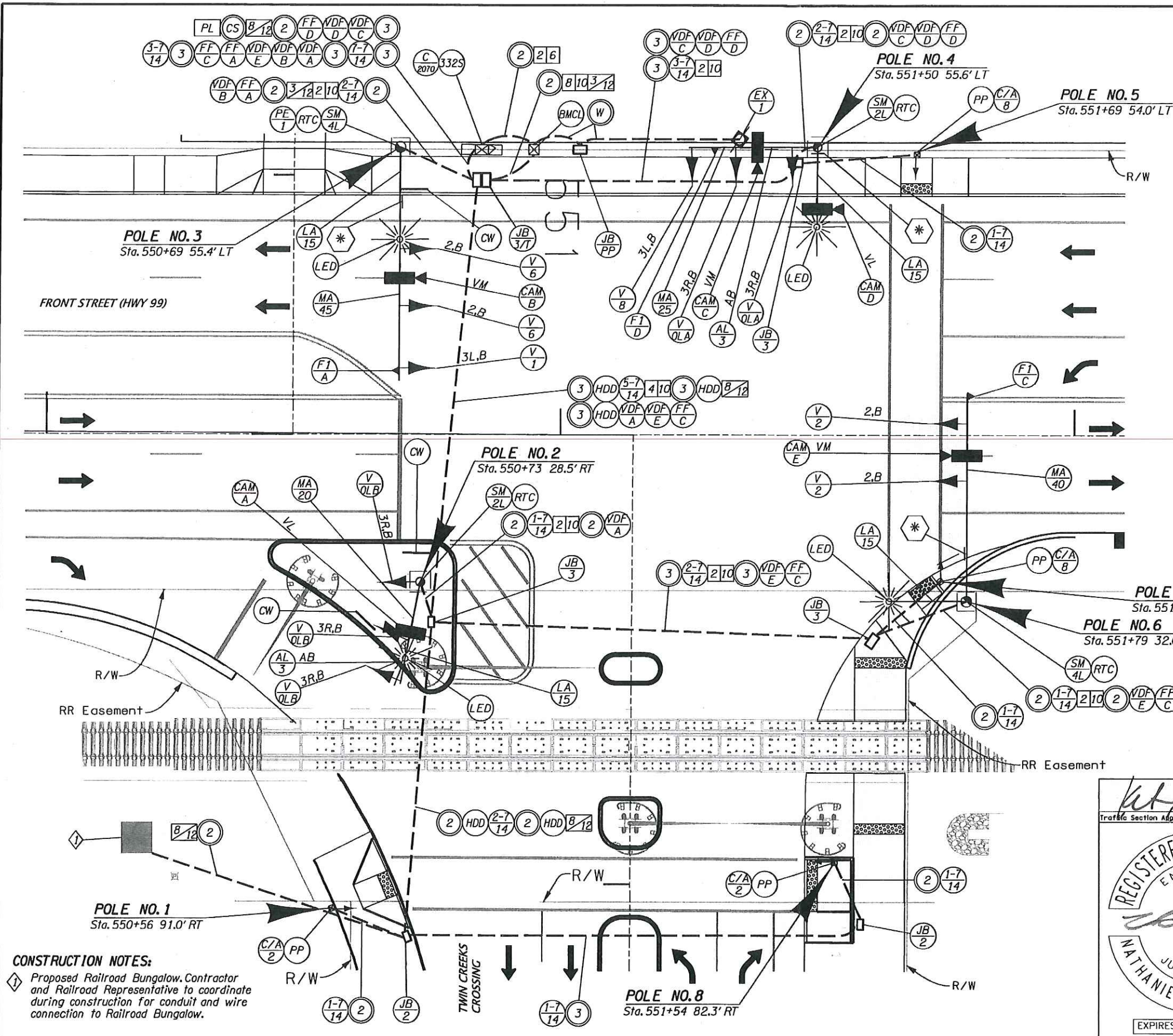


Appendix to Order No.
RX 1242 Sheet 2/8
ODOT Crossing No. C-446.35
ODOT Crossing No. C-447.70
Twin Creeks Rd, Central Point, Jackson County

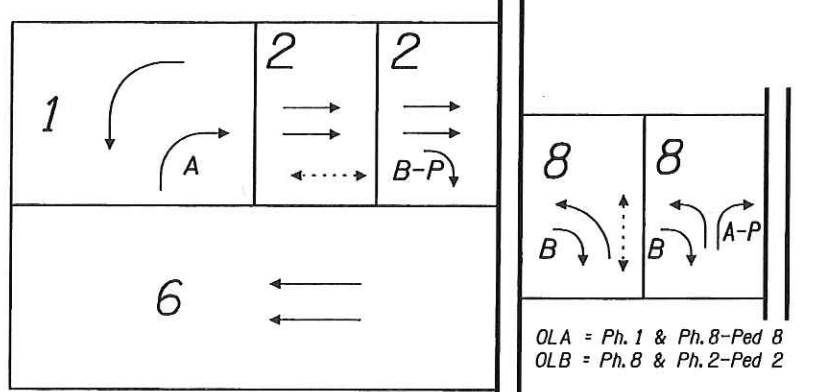


Note:
Not for construction. Plan sheet for record of the rail signal preemption information only.

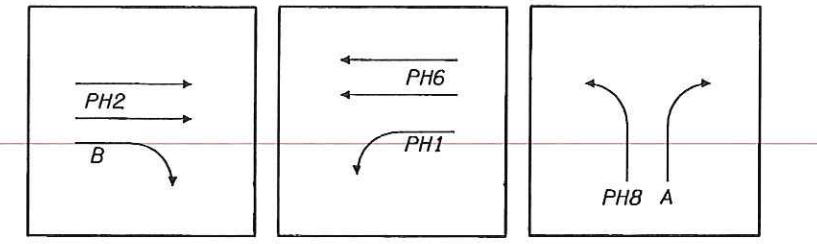
	<p>DKS 720 SW Washington Street, Suite 500 (503) 243-3500 Portland, Oregon 97205 www.dksassociates.com</p>
<p>TWIN CREEKS RAIL CROSSING ROGUE VALLEY HWY 63 (ORE99) JACKSON COUNTY</p>	
<p>DESIGNED BY: S. Vodoel REVIEWED BY: N. Schroeder DRAWN BY: DKS CAD FCI 063 MP:</p>	
<p>RAILROAD PREEMPTION PLAN</p>	
<p>ISSU. No. _____ T.R.S. DRG. NO. 18472</p>	



SIGNAL PLAN
FRONT STREET (ORE99) & TWIN CREEKS CROSSING
CENTRAL POINT
OFF SYSTEM



NORMAL PHASE ROTATION



FIRE PREEMPTION

Appendix to Order No.
 RX 1242
 ODOT Crossing No. C-446.35
 ODOT Crossing No. C-447.70
 Twin Creeks Rd, Central Point, Jackson County

Sheet 3/8

"UTILITIES NOT SHOWN"
 See Utility Plan Sheet

NOTE:
 Field verify measurements prior to construction

NOTE:
 See T.R.S. Dwg. No. 19206 for Legend and T.R.S. Dwg. No 18472 for Railroad Preemption Plan

CONSTRUCTION NOTES:
 Proposed Railroad Bungalow. Contractor and Railroad Representative to coordinate during construction for conduit and wire connection to Railroad Bungalow.

Traffic Section Approval

REGISTERED PROFESSIONAL ENGINEER
 75,800
 OREGON
 NATHANIEL N. SCHROEDER
 JUNE 2, 2010
 EXPIRES: JUN. 30, 2018

OREGON DEPARTMENT OF TRANSPORTATION
 TRAFFIC - ROADWAY SECTION

DKS 720 SW Washington Street, Suite 500 (503) 243-3500
 Portland, Oregon 97205 www.dksassociates.com

TWIN CREEKS RAIL CROSSING
ROGUE VALLEY HWY 63 (ORE99)
 JACKSON COUNTY

DESIGNED BY: S. Vadoel
 REVIEWED BY: N. Schroeder
 DRAWN BY: DKS CAD
 FC: 063 MP: 3.66









SIGNAL PLAN

TSSU No. _____ T.R.S. Dwg. No. **19207**














STANDARD DRAWINGS

- TM500 Pavement Marking Standard Detail Blocks
- TM501 Pavement Marking Standard Detail Blocks
- TM502 Pavement Marking Standard Detail Blocks
- TM503 Pavement Marking Standard Detail Blocks
- TM505 Rail Crossing Pavement Markings
- TM515 Pavement Markers
- TM516 Raised Pavement Markers: Freeway Median Crossover
- TM517 Recessed Pavement Markers
- TM520 Durable Pavement Markings Method 'A' Extruded Surface Installed Profiled
- TM521 Durable Pavement Markings Method 'A' & Method 'B' Surface & Groove Installed Non-Profiled
- TM523 Durable Pavement Markings Method 'D' Wet Weather Profiled & Non-Profiled
- TM525 High Performance Markings Modified Urethane Protected Inlaid
- TM530 Intersection Pavement Markings (Crosswalk, Stop Bar & Bike Lane Stencil)
- TM531 Turn Arrow Marking Details
- TM539 Traversable Median Details
- TM547 Freeway Entrance Ramp Pavement Markings
- TM551 Freeway Exit Ramp Pavement Markings
- TM560 Alignment Layout: General
- TM561 Alignment Layout: Left Turn Lane, Centerline & Medians

LEGEND

-  Inst. 8" white line
-  Inst. 4" white line
-  Inst. 4" white broken line
-  Inst. 8" dotted white line
-  Inst. narrow double no-pass
-  Inst. two-way left turn
-  Inst. 24" wide stop bar
-  Inst. standard crosswalk
-  Inst. right arrow (white)
-  Inst. left arrow (white)
-  Inst. bike marking (white)
-  Inst. ONLY (white)
-  Inst. bike path RRX (white)
-  Inst. railroad crossing (white)
-  Inst. transverse median bars (5' cntrs)

LEGEND

-  Install new sign (N)
-  Install new sign (N) on new (M) sign support
-  Maintain and protect existing sign (N) and support
-  Remove and save existing sign (N)
-  Remove and save existing sign (N) and remove (M) sign support
-  Remove and save existing sign (N) and (M) sign support
-  Reinstall existing sign (N)
-  Reinstall existing sign (N) on new (M) sign support
-  Reinstall existing sign (N) and (M) sign support
-  Remove existing sign (N) and (M) sign support
-  Remove existing sign (N)
-  Work to be performed by others
-  Modify existing sign (N) as shown on plans

N = Sign Number

M = Material

Material options:

- W = Wood Post
- S = Steel Breakaway Support (TBB or MPB)
- P = Round Pipe Support
- PC = Galvanized Pole Clamp
- SM = Structure Mount
- SP = Signal Pole Mount
- C = Cantilever
- SB = Sign Bridge
- MP = Milepost Marker Post
- SSC = Stainless Steel Clamp
- BR = Bridge Rail Mount
- ST = Perforated Steel Square Tube Sign Support
- MA = Mast Arm Street Name Sign Mount
- B = Butterfly

Note:

Railroad Crossing Order NO C-446.35
 U.S. DOT No. 92729W
 Not For Construction

NOTE:

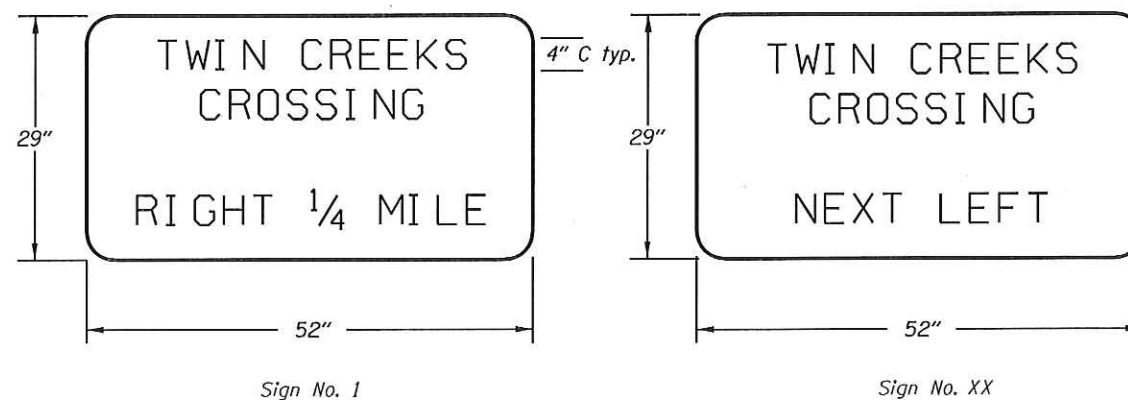
The locations of sign installations shown are approx. with exact locations to be determined in the field.



NOTE:

Existing signs not shown are to remain in place unless otherwise directed by the Engineer.

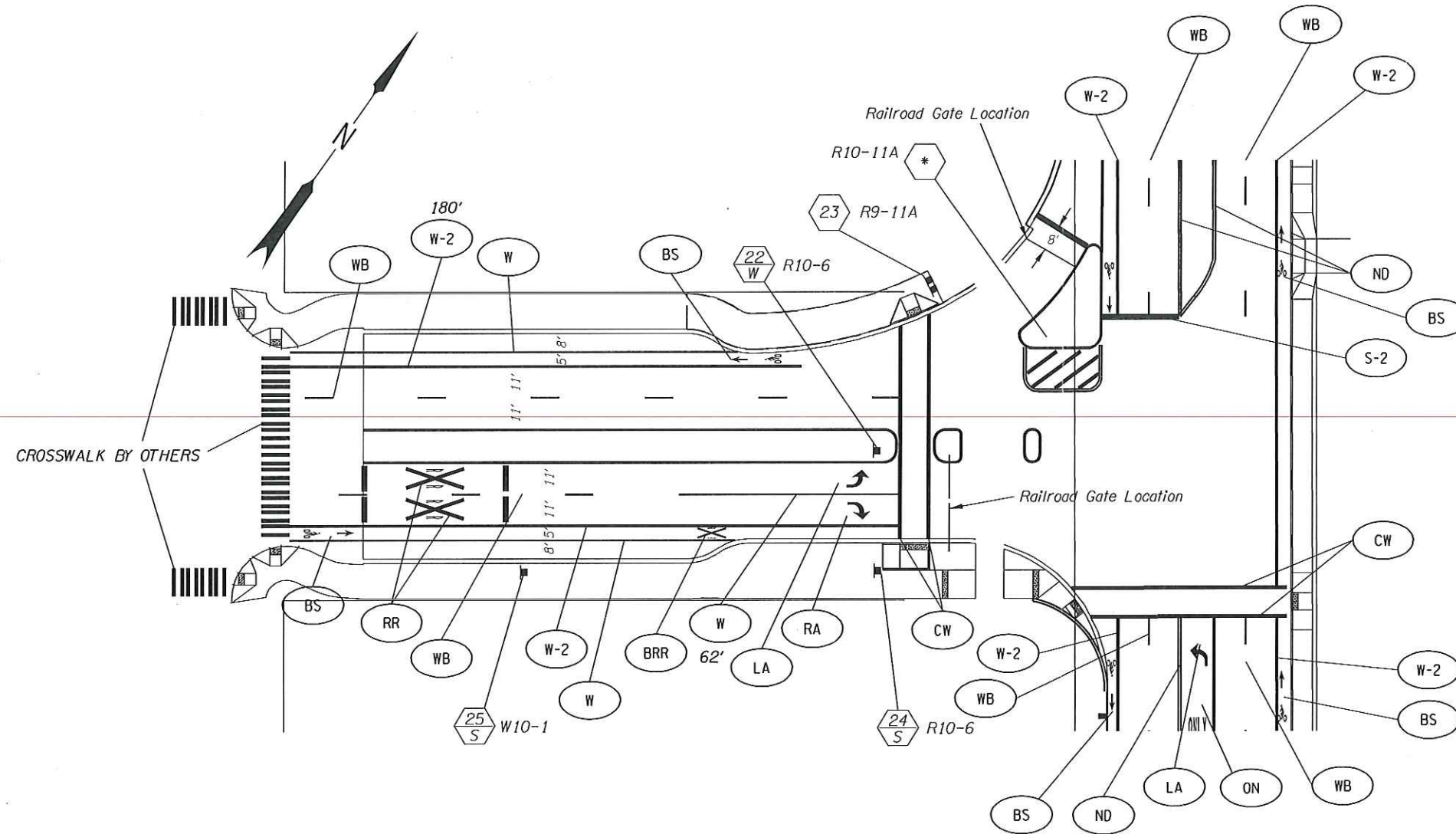
General Notes:

1. Match points to existing striping and station call-outs are approximate and shall be field verified.
2. Removal of existing pavement markings shown is approximate and shall be field verified.
3. Railroad Crossing Order NO C-446.35
 U.S. DOT No. 92729W
 Not For Construction



	 OREGON DEPARTMENT OF TRANSPORTATION TRAFFIC - ROADWAY SECTION
TYLIN INTERNATIONAL	
TWIN CREEKS CROSSING ROGUE VALLEY HWY 63 (OR99) JACKSON COUNTY	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> FINAL REVIEW PLANS </div>	DESIGNED BY: SMN REVIEWED BY: DRAWN BY: JES FC: 063 MP: 2.45 - 2.74
SIGNING AND STRIPING DETAILS	
ISSU. No. _____ T.R.S. DWG. No. S-0001	

Appendix to Order No.
 RX 1242 Sheet 6/8
 ODOT Crossing No. C-446.35
 ODOT Crossing No. C-447.70
 Twin Creeks Rd, Central Point, Jackson County



* See dwg. no. 19207 for details on sign and attachment

See Sheet S-0001 For Notes and Legend

 OREGON DEPARTMENT OF TRANSPORTATION

TYLIN INTERNATIONAL

TWIN CREEKS CROSSING

ROGUE VALLEY HWY 63 (OR99)
 JACKSON COUNTY

DESIGNED BY: JES
 REVIEWED BY: SMN
 DRAWN BY: JES
 F.C. 063 MP: 2.45 - 2.74

ACCOMPANIED BY DWGS. _____

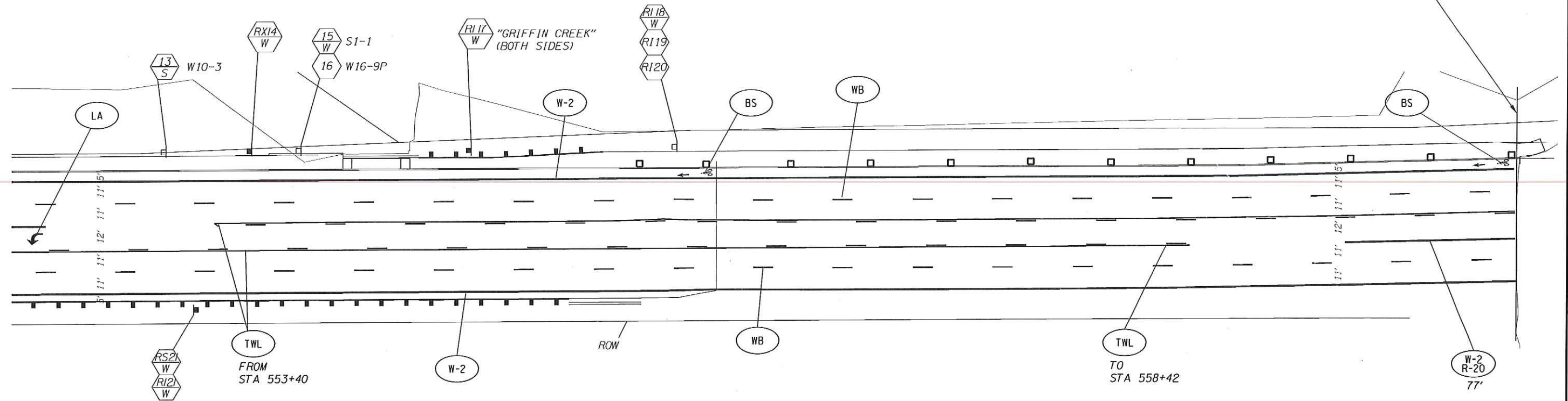
SIGNING AND STRIPING PLAN

T.R.S. DWG. NO. S-0004



Appendix to Order No.
 RX 1242 Sheet 7/8
 ODOT Crossing No. C-446.35
 ODOT Crossing No. C-447.70
 Twin Creeks Rd, Central Point, Jackson County

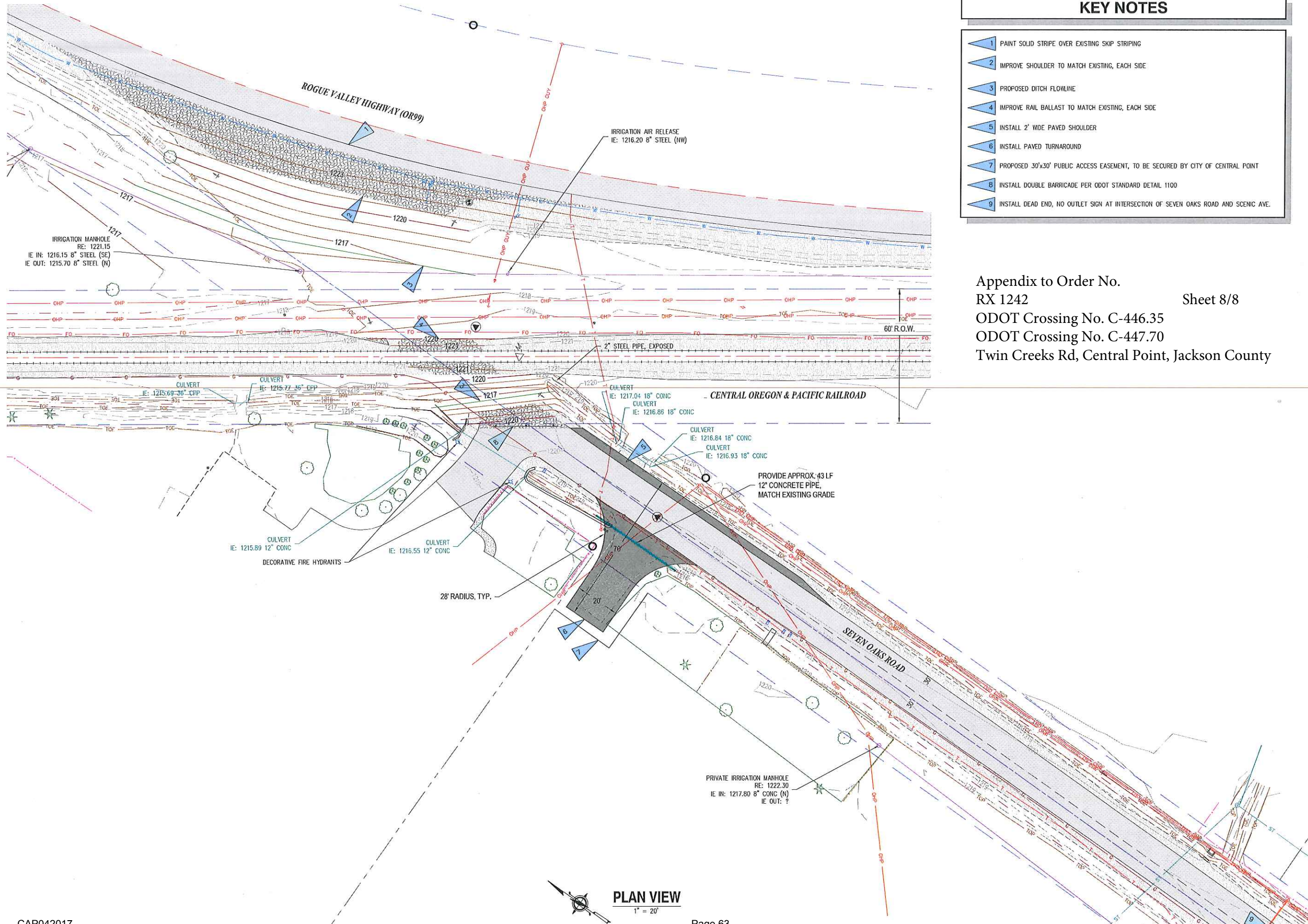
Match to Existing Striping "EX" 559+88



Note:
 Railroad Crossing Order NO C-446.35
 U.S. DOT No. 92729W
 Not For Construction

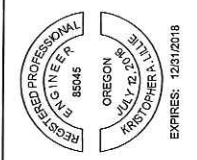
See Sheet S-2 For Notes and Legend

<div style="border: 1px solid black; padding: 5px; display: inline-block;"> FINAL REVIEW PLANS </div>	OREGON DEPARTMENT OF TRANSPORTATION TRAFFIC - ROADWAY SECTION
	TYLIN INTERNATIONAL TWIN CREEKS CROSSING ROGUE VALLEY HWY 63 (OR99) JACKSON COUNTY
	DESIGNED BY: SMN REVIEWED BY: DRAWN BY: JES FC: 063 MP: 2.45 - 2.74
	SIGNING AND STRIPING PLAN T.S. No. _____ T.R.S. DNG. No. S-0003



- ### KEY NOTES
- 1 PAINT SOLID STRIPE OVER EXISTING SKIP STRIPING
 - 2 IMPROVE SHOULDER TO MATCH EXISTING, EACH SIDE
 - 3 PROPOSED DITCH FLOWLINE
 - 4 IMPROVE RAIL BALLAST TO MATCH EXISTING, EACH SIDE
 - 5 INSTALL 2' WIDE PAVED SHOULDER
 - 6 INSTALL PAVED TURNAROUND
 - 7 PROPOSED 30'x30' PUBLIC ACCESS EASEMENT, TO BE SECURED BY CITY OF CENTRAL POINT
 - 8 INSTALL DOUBLE BARRICADE PER ODOT STANDARD DETAIL 1100
 - 9 INSTALL DEAD END, NO OUTLET SIGN AT INTERSECTION OF SEVEN OAKS ROAD AND SCENIC AVE.

Appendix to Order No. RX 1242
 ODOT Crossing No. C-446.35
 ODOT Crossing No. C-447.70
 Twin Creeks Rd, Central Point, Jackson County



CITY OF CENTRAL POINT
SEVEN OAKS RAILROAD CROSSING REMOVAL
PROPOSED SITE PLAN

NO.	DATE	DESCRIPTION	BY
REVISIONS			

SCALE: SHOWN
 DRAWING IS FULL SCALE WHEN BAR MEASURES 2"
 DWG NO: C02 SHEET NO: 3

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SIGN ODOT CROSSING NUMBERS C-446.35 and C-447.70

Recitals:

A. The Oregon Department of Transportation (ODOT) has issued two orders associated with the Twin Creeks Rail Crossing. Order C-446.35 specifies the specific equipment and plans that are to be used for the new equipment and specifications for the Twin Creeks Crossing as well as the City's construction obligations. Order C-447.70 is the order and associated plans for the closing of the existing Seven Oaks Crossing.

B. ODOT requires the City of Central Point to approve both orders prior to final issuance.

C. The Orders obligate the City to pay its match for the Twin Creeks Rail Crossing Project and to fund the closure of the crossing at Seven Oaks.

The City of Central Point resolves as follows:

Section 1. Authorize the City Manager or his designee is authorized to execute the ODOT Crossing orders Nos. C-446.35 and C-447.70.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 2017.

Mayor Hank Williams

ATTEST:

City Recorder