

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

**City Council**

**Mayor**  
Hank Williams

**Ward I**  
Bruce Dingler

**Ward II**  
Kelly Geiger

**Ward III**  
Ellie George

**Ward IV**  
Allen Broderick

**At Large**  
David Douglas  
Rick Samuelson

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

**Community  
Development**  
Tom Humphrey,  
Director

**Finance**  
Bev Adams, Director

**Human Resources**  
Barb Robson, Director

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

**Police**  
Kris Allison Chief

**CITY OF CENTRAL POINT  
City Council Meeting Agenda  
July 24, 2014**

Next Res. 1405  
Next Ord. 1991

- I. REGULAR MEETING CALLED TO ORDER – 7:00 P.M.**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PUBLIC APPEARANCES** - *This time is reserved for citizens to comment on items that are not on the agenda.*
- V. SPECIAL PRESENTATION – Fire District No. 3 Quarterly Report**
- VI. CONSENT AGENDA**

- |             |   |
|-------------|---|
| Page 7 - 12 | A. Approval of July 10, 2014 Council Minutes      |
| 13          | B. Approval for Street Closure for D.A.R.E Cruise |
| 14 - 15     | C. Approval of OLCC Application – Big Town Hero   |
| 16 - 17     | D. Approval of OLCC Application - Walgreens       |

**VII. ITEMS REMOVED FROM CONSENT AGENDA**

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

- |         |  |
|---------|--|
| 19 - 31 | A. First Reading – An Ordinance Establishing Central Point Municipal Code Chapter 3.30 Marijuana and Marijuana Infused Product Tax (Clayton)   |
| 33 - 48 | B. Second Reading – Ordinance No. _____, Amending CPMC Chapter 15.04, Building Code; Chapter 15.12, Plumbing Code; Chapter 15.22, Privately Owned Swimming Pools; and Chapter 15.32 House Numbering (Humphrey) |

- 50 - 56 C. First Reading/Public Hearing – Ordinance Amending Central Point Municipal Code 17.60 by Adding Provisions for Interim Water Service and Development Standards for Land within the Tolo Area (CP-1B Urban Reserve (Humphrey)
  
- 58 - 92 D. Resolution No. \_\_\_\_\_, Adopting an Agreement between Twin Creeks Development Co., LLC and the City of Central Point (Humphrey)

**IX. BUSINESS**

- 94 - 95 A. Battle of the Bones Financial Report (Samitore/Adams)

**X. MAYOR’S REPORT**

**XI. CITY MANAGER’S REPORT**

**XII. COUNCIL REPORTS**

**XIII. DEPARTMENT REPORTS**

**XIV. EXECUTIVE SESSION**

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

**XV. ADJOURNMENT**

# **Special Presentation**

## **Fire District No. 3**

# Jackson County Fire District 3

8383 Agate Road  
White City, OR 97503-1075  
(541) 826-7100 (Office)  
(541) 826-4566 (Fax)  
www.jcfd3.com

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TO: Board of Directors

FROM: Dan Petersen, Fire Chief  
Stacy Maxwell, Chief Finance Officer  
John Patterson, Deputy Chief / Fire Marshal  
Rod Edwards, Interim Deputy Chief of Operations  
Dave Blakely, Division Chief of Training

DATE July 17, 2014

RE: Staff Recommendations on ESCi Study

The purpose of this memo is to provide you with the executive team's analysis of the ESCi cooperative services report and a recommendation for the next step by the District.

Staff is pleased that the District evaluated the concept and effectively analyzed an idea that has been studied since the Rogue Valley Council of Governments conducted the first known study in the late 1960's. Staff believes that the efforts have increased our confidence in how to best serve our patrons. Although the District is a healthy and well-functioning agency, it is good for government to ask tough questions and work through the process with a focus on the most cost effective and efficient service possible for the community.

The District engaged effectively during this discussion. Communication with the organization was exceptional between the Board of Directors, staff, and the labor union. All our personnel demonstrated a willingness to maintain an open mind and displayed a strong regard for our community's needs. Their inputs on the concept and process were thoughtful and insightful. Each of you as Directors were respectful and encouraging to all staff during this process, we thank you for your commitment to the organization and to the community.

After a full review of the ESCi report, the completion of the joint management team analysis, and an accounting of the current issues and concerns expressed by some stakeholders in Medford and MRFPD 2, Staff recommends that Fire District 3 explore opportunities for additional cooperative services with the City of Medford but not to engage in functional unification, contract, or annexation. Staff feels that expanding cooperative services with Medford Fire Rescue in a manner that allows both agencies to maintain independent organizations and leadership will provide the best opportunity to be successful in maximizing the service to our patrons in a safe and effective manner.

The following sections of this report provide the background for our recommendation.

**ESCi Report:**

The ESCi report identified four options for the District and the City to consider. Status quo was identified as an option that maintains and builds upon the value derived from existing shared services. The other three options are effectively a process that begins with functional unification. If functional unification proves successful; ESCi recommends the City contract with JCFD3. If the contract proves successful; ESCi recommends annexation of the City of Medford into JCFD3.

ESCi believes the total savings for the first three years to be approximately 2.3 million dollars. Over a ten year period, they recommend the elimination of 4.5 positions for a total savings of approximately 11.5 million.

**Analysis:**

The management teams from Fire District 3 and Medford Fire Rescue were asked to complete an analysis of functional unification. Each department jointly identified the opportunities, challenges, strategies to overcome challenges, support staff needs, and potential for success in their functional area. In addition, the CFOs for both agencies were asked to review the financial analysis provided by ESCi.

The joint management report was designed to allow the staff who actually lead the two organizations to work together and evaluate where they believe they could be most successful with ESCi's recommendation of functional unification. Their effort shows considerable opportunities and some formidable challenges.

The joint management group was organized into teams based on their functional area. The functional teams identified effective strategies that could overcome most of the challenges with functional unification and identified several additional cooperative service opportunities should the two agencies remain independent.

The functional teams recommended that a Fire Chief position and a half time staff assistant could be eliminated through unification. The teams recommend that the additional position eliminations identified by ESCi would be better served by being re-purposed, thereby reducing duplication of work and increasing the efficiency and productivity of staff for slightly less cost overall. With all positions identified in the ESCi study eliminated the Finance Directors in Medford and Fire District 3 estimate the savings at \$6.5 million over a ten year period, not \$11.5 million. Following the functional teams recommendations of eliminating two positions, the total annual savings for both jurisdictions combined through position eliminations were estimated by the Finance Directors at \$220,000 or \$2,200,000 over a ten year period.

The following positions could transition to provide added capacity to both agencies:

- An Operations Chief position transitioning to a Deputy Operations Chief that assists the Operations Chief and manages specialty functions such as EMS, Haz Mat, and Technical Rescue would improve both jurisdictions leadership in these areas and reduce the administrative assignments currently managed by shift Battalion Chiefs.

- A Fire Marshal management position transitioning to a less administrative role to provide additional capacity in areas such as fire and life safety plan review, economic development, and standardization of code adoption in both jurisdictions.
- A Training Chief position transitioning to a less administrative role to allow for more hands on instructional support and delivery.
- A Support Staff position transitioning to a logistics delivery person operating from a central warehouse would improve the ability for both jurisdictions to meet the inventory control and supply system needs identified in the ESCi study.

The contract method (Strategy C) identified in the report was not consistent with the "Fire Authority" method that was discussed during Fire District 3 public meetings. In a "Fire Authority" model, the City and District could form a new entity that both the City and District would contract with. This new governing body would select its Fire Chief and operate under an intergovernmental agreement (ORS 190).

While functional unification and "Fire Authority" are feasible and offer opportunities for increased capacity with some savings, Staff is of the opinion that a shared management team would not be successful today given the issues and concerns expressed by some stakeholder groups in Medford and Medford Rural Fire Protection District 2. The perceptions these stakeholders have of the process have made a collaborative approach to this discussion difficult and would require significant time and effort to resolve. This effort would substantially distract the District from working on the strategic plan adopted for the communities we serve.

### **Recommendation:**

Staff recommends that Fire District 3 explore opportunities for additional cooperative services with the City of Medford but not to engage in functional unification, contract, or annexation. Staff feels that expanding cooperative services with Medford Fire Rescue in a manner that allows both agencies to maintain independent organizations and leadership will provide the best opportunity to be successful in maximizing the service to our patrons in a safe and effective manner.

Staff recommends we continue with the agreements and joint processes in place today and consider expanding our cooperation in some areas. The following areas for expanded cooperative services are based on the joint management team's analysis:

#### Prevention:

1. Standardize specific standard operating guidelines.
2. Establish a regional fire investigation duty plan, consider an IGA in the future
3. Continued cooperation in Public Education.
4. Establish an IGA to address youth fire prevention and intervention (Fire setting).
5. Establish monthly meetings to share expertise, experience and work through issues.

Operations:

1. Enhance the value of the Dual-Battalion Chief response. Establish a ride-along system for City and District BCs to spend time together in each other's response areas.
2. Consider swapping Battalion Chief coverage areas for periods of time to allow the Battalion Chiefs to interact with neighboring crews.
3. Change the Strike Team/Task Force Leader annual rotation from alternating agency responsibility to a constant dual agency response – one Battalion Chief or Acting Battalion Chief from each department responding together.
4. Establish some exploratory joint committee-level meetings, such as for Personal Protective Equipment (PPE) and Emergency Medical Services (EMS).
5. Establish quarterly Battalion Chief-level training that allows the Battalion Chiefs, Acting Battalion Chiefs, and Operations personnel to spend a few dedicated hours together for Operations-level training. Use move-up personnel for coverage and ensure they are rotated in for the next training session.
6. Explore the advantages of using one TeleStaff system.
7. Create an interagency ride-along / shadow program for personnel involved in career development and advancement.
8. Develop a complete and functional set of joint operational guidelines.

Training:

1. "Blend" the MFR and JCFD3 training committees.
2. Operate with a single set of performance guidelines in one performance manual.
3. Share training resources such as training leads, block scheduling, etc...
4. Operate with a single training plan.
5. Establish web conferencing for all crews.
6. Explore the use of a blackboard learning system.

Logistics:

1. Explore the standardization of operational equipment to allow for greater efficiency while working together on emergency incidents.
2. Explore opportunities for joint purchasing to improve purchasing power and reduce costs.

# Consent Agenda



**CITY OF CENTRAL POINT  
City Council Meeting Minutes  
July 10, 2014**

**I. REGULAR MEETING CALLED TO ORDER**

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL:** Mayor: Hank Williams  
Council Members: Allen Broderick, Bruce Dingler, Kelly Geiger, and Rick Samuelson were present. David Douglas and Ellie George were absent.

City Manager Chris Clayton; City Attorney Sydnee Dreyer; Police Chief Kris Allison; Community Development Director Tom Humphrey; and City Recorder Deanna Casey were also present.

**IV. PUBLIC APPEARANCES - None**

**V. SPECIAL PRESENTATION – SWEARING IN NEW OFFICERS**

Police Chief Kris Allison introduced Robert Mannenbach, Chad Prins, and Mike Jones to the Council. She explained their background and when they began with the City. The officers were joined by their wives and family. She explained that the custom for the City of Central Point to swear in our officers in front of the City Council is to reinforce their promise to honor the City of Central Point, the State of Oregon and Federal rules and regulations.

**VI. CONSENT AGENDA**

A. Approval of June 26, 2014 City Council Minutes

**Bruce Dingler moved to approve the Consent Agenda as presented.** Rick Samuelson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Kelly Geiger, yes; Allen Broderick, yes; and Rick Samuelson, yes. Motion approved.

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

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

**A. Second Reading, Ordinance No. 1990, An Ordinance Amending CPMC 9.68.230 Smoking in Park Facilities**

City Manager Chris Clayton explained the back ground and reason for implementing this smoking ban in City Parks. After consideration of staff time and city money, the Parks Commission recommended approval of an ordinance banning smoking from Central Point Parks.

At the first reading the Council wanted to see a broader definition of “Smoke Free” to include anything that would simulate smoking of tobacco or other substances. Those changes have been incorporated into the ordinance.

**Allen Broderick moved to approve Ordinance No. 1990, Amending CPMC 9.68.230 Smoking in Park Facilities.** Rick Samuelson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Kelly Geiger, yes; Allen Broderick, yes; and Rick Samuelson, yes. Motion approved.

**B. First Reading, An Ordinance Amending Chapter 15.04, Building Code; Chapter 15.12, Plumbing Code; Chapter 15.22, Privately Owned Swimming Pools; and Chapter 15.32 House Numbering**

Community Development Director Tom Humphrey explained the recommended amendments are to numerical code references and formatting revisions. Some additional recommendations were added by the Planning Commission that revise the code that is no longer applicable or outdated.

The proposed changes have been reconsidered by the City’s Building Official who compared our code with the latest updates of the Oregon Structural Specialty Code, the Oregon Mechanical Specialty Code and the Oregon Energy Efficiency Specialty Code. There are no significant changes with these revisions.

There was discussion regarding the outdated penalty fee in 5.32.060. This section should be corrected and refer to the general penalty listed in Central Point Municipal Code 1.16.010. There was also discussion regarding how large a swimming pool has to be in order to require a permit. The CPMC states that any swimming pool deeper than 24 inches requires a permit and inspection.

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

**Kelly Geiger made a motion to move to second reading An Ordinance Amending Chapter 15.04, Building Code; Chapter 15.12, Plumbing Code; Chapter 15.22, Privately Owned Swimming Pools and Chapter 15.32 House Numbering with the recommended changes to 15.32.060.** Rick Samuelson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Kelly Geiger, yes; Allen Broderick, yes; and Rick Samuelson, yes. Motion approved.

**C. Resolution Ratifying the General Service Collective Bargaining Agreement and Authorizing the Mayor and City Manager to Sign the Agreement**

Mr. Clayton explained that the resolutions to ratify the general service collective bargaining agreement and updated pay plan have been removed from tonight’s agenda because the general service union members voted not to ratify the tentatively agreed to successor collective bargaining agreement. Due to the

overlap between the union's ratification vote on July 8<sup>th</sup> and the deadline of July 2<sup>nd</sup> for submitting materials for tonight's agenda, these two items were submitted prior to the ratification vote being taken with the understanding that if the agreement was not ratified by the union it would be pulled from tonight's agenda.

The apparent basis for the union rejecting the agreement involves language issues only, not pay and benefits, the HR Director and Teamsters business agent are confident the an agreement can be reached prior to the July 24<sup>th</sup> Council Meeting at which time these two items will be resubmitted for consideration.

#### **D. Resolution Revising the Classification Pay Plan**

Item removed.

### **IX. BUSINESS**

#### **A. Planning Commission Report**

Mr. Humphrey presented the Planning Commission report for July 1, 2014.

- The Commission considered a tentative plan for the North Village Phases I, II, and IV, in the Twin Creeks TOD. The project area is located in the TOD-LMR, and TOD-Open Space districts. The tentative plan application replicates the subdivision of 45.5 acres which the City approved in 2005 but then expired after several extensions. The creation of new residential lots in the North village has been complicated following the adoption of new FEMA flood maps. The Commission was apprised of the FEMA process and the applicant's efforts to revise the flood maps. They agreed with staff's strategy to proceed with Phase IV first with FEMA's preliminary approval and subsequent phases based upon mitigation and a final Letter of Map Revision (LOMR). The Commission voted unanimously to approve the tentative plan subject to the conditions recommended by staff.
- The Commission considered an Ordinance to amend CPMC Title 15 regarding Buildings and Construction, to conform to State Building Code Revisions and Updates. The commission reviewed changes proposed by staff which was originally introduced in June. The additional review and revisions by the Public Works Department addressed questions raised at the June meeting. The Commission voted unanimously to recommend approval of the Title 15 Changes to the City Council.

#### **B. Bid Award for 2014 Street Inlay/Preservation Projects**

Mr. Clayton explained that the bids for pavement preservation for asphalt removal and inlay. The base bid for the package includes from Cupp Drive to E. Pine on S. Front Street in both directions as well as the south travel lane/left lane of N. Haskell adjacent to Quality Fence and Mae Richardson Elementary School. Add-ons would include the remainder of S. Front, S. Haskell and S. Penninger. Add-ons would only be included if budget allows.

The bid opening was today at 3:00 pm. There was only one bid for this project. LTM/Knife River provided a bid that will work within the budget for a total of \$278,275. This does not include the alternative projects. Staff will keep an eye on the cost of the projects and if budget allows will add the alternative packages.

There was discussion of repairs to West Pine Street. Mr. Clayton explained that this is a county road and the City cannot make repairs to it. The Council would like staff to work on a trade with the County so that we can get this street under our control.

**Kelly Geiger moved to award the 2014 Street inlay/street preservation projects to Knife River.** Rick Samuelson seconded. Roll call: Hank Williams, yes; Bruce Dingler, yes; Kelly Geiger, yes; Allen Broderick, yes; and Rick Samuelson, yes. Motion approved.

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

Mayor Williams reported that he attended the Study Session; 4<sup>th</sup> of July Festivities all day; and a ribbon cutting for the completion of the Green Way.

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

City Manager Chris Clayton reported that:

- The Twin Creeks Agreement should be coming to the Council for approval at the second meeting in July.
- Staff is working on a Marijuana Tax Ordinance to bring to Council in two weeks. If the Council wishes to go this direction it should be in place prior to the November election.
- City Attorney Sydnee Dreyer recommends updates to the Hotel Motel Tax Ordinance in order to be consistent with new language. She will also be working on changes to the Adult Business License Code.
- A conceptual design for RCC to locate in Central Point was provided to the RCC Board. They will be discussing options in the near future.
- At the Study Session the Council was not in favor of restructuring the Cities Debt. The Finance Director spoke with the bank and they are willing to leave the debt with current structure but financed at a lower rate. Council was in favor of this option.

#### **XII. COUNCIL REPORTS**

Council Member Allen Broderick reported that he volunteered at the Battle of the Bones; attended the study session; and attended the Red, White and Boom.

Council Member Kelly Geiger reported that he:

- Attended the Chamber Board meetings regarding the Parade for the 4<sup>th</sup> of July. The Parade went well considering they didn't have an organizer. The Chamber Board has decided to pursue charges regarding an employee. They are dealing with IRS issues because of that employee. They have begun

recruitment to fill the Chamber Director position and will be including the City and the Expo in those interviews.

- He will not be running for the Ward II position. He needs to take time for his business and family.

Council Member Rick Samuelson reported that he attended the Study Session; Fun Run and festivities in the Park; and has been reviewing information regarding the City Website.

Council Member Bruce Dingler stated that he attended the Study Session and the fireworks in Twin Creeks.

### **XIII. DEPARTMENT REPORTS**

Police Chief Kris Allison reported that:

- The 4<sup>th</sup> of July events went very smooth all day. We are starting to be recognized as a destination place for the 4<sup>th</sup> of July. In her estimates there were \$40,000 people in Central Point throughout that day.
- She is bringing a vicious dog ordinance to the Council for consideration. She has been reviewing the statistics on aggressive dogs over the last year and it is a larger issue then she realized. Council would like to see a draft ordinance at a study session.
- Next week is the Jackson County Fair, it will be hot and a lot of people will be coming to our City.
- She was able to check on the block party request on Arroyo during the 4<sup>th</sup> of July, they had no issues that staff is aware of.

Community Development Director Tom Humphrey reported that:

- Dairy Queen has officially submitted a site plan. They are currently being reviewed by the City.
- The Point Pub and Grill and Bobbio's have been approved for a sidewalk café and can now serve food and alcohol in the public right of way.
- He was able to get a tentative schedule for processing the UGB expansion with the County. There should be joint meetings in October, November and December with Jackson County.
- Noah's Arc has evolved into an accredited school. They are hoping to teach 1<sup>st</sup> -4<sup>th</sup> grade at the Church. There may be structural issues and that location is not zoned for a school. The church has been grandfathered in but a school could be a violation. The Building Official will be inspecting the church to make sure it is structurally sound for this use. But there may be issues regarding the capacity. Staff will keep the Council updated as this request moves forward.

City Attorney Sydnee Dreyer reported that she will be out of town for the next Council Meeting. Darrell Jarvis will be covering for her and she will update him on the Marijuana Tax and any other issues that might come before the Council on the 24<sup>th</sup>.

### **XIV. EXECUTIVE SESSION**

**Allen Broderick moved to adjourn to Executive Session under ORS 192.660 (2)(h) Legal Counsel.** Kelly Geiger seconded. The regular meeting of the City Council adjourned into Executive Session at 8:25 p.m.

The Council returned to regular session at 8:49, no further action was taken.

**XV. ADJOURNMENT**

Rick Samuelson moved to adjourn, Kelly Geiger seconded, all said “aye” and the Council Meeting was adjourned at 8:50 p.m.

The foregoing minutes of the July 10, 2014, Council meeting were approved by the City Council at its meeting of July 24, 2014.

Dated:

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

ATTEST:

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



Central Point Police  
155 South Second Street  
Central Point, OR 97502  
(541) 664-5578  
(541) 664-2705 (fax)  
police@centralpointoregon.gov

# Memo

To: Central Point City Council  
From: Police Office Manager Bobbie Pomeroy  
Date: 05/20/2014  
Re: Close down E. Pine St from Hwy 99 to N. 10<sup>th</sup> St

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Central Point City Council,

Greetings, I am writing this memo to request your permission in closing down East Pine St. from Hwy 99 to North 10<sup>th</sup> St. between 1700 and 2200 hours on August 9<sup>th</sup>, 2014, Saturday for the 16<sup>th</sup> annual D.A.R.E to CRUISE fundraiser. The request to close down E. Pine St., during this time period is to consider the safety of the cruise participants and spectators.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Bobbie Pomeroy".

Bobbie Pomeroy

Police Office Manager



155 South Second Street • Central Point, OR 97502

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

**Kristine Allison**

**Chief**

Date: 07/14/2014

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

RE: Big Town Hero / Persons associated therewith

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

Respectfully,

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 \_\_\_\_\_

### 90-DAY AUTHORITY

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

### APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

### CITY AND COUNTY USE ONLY

Date application received: \_\_\_\_\_

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

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

### OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 07 JUL 14

90-day authority:  Yes  No

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

① CARON CLARKSON ③ CLARKSON PROPERTIES LLC

② LINDA CLARKSON ④ \_\_\_\_\_

2. Trade Name (dba): BIG TOWN HERO

3. Business Location: 1205C PLAZA BLVD CENTRAL PT JACKSON OREGON 97502  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 2324 BRENTWOOD MEDFORD OR 97504  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541.613.0155  
(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: CARON CLARKSON  
(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: CARON CLARKSON 541.613.0155  
(name) (phone number(s))  
2324 BRENTWOOD MEDFORD OR 97504 N/A CARON.CLARKSON@GNAFC.COM  
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature] Date 6/14/14 ③ \_\_\_\_\_ Date \_\_\_\_\_

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

RECEIVED  
JUL 07 2014  
MEDFORD DISTRICT OFFICE  
POSTED 07 JUL 14  
FILED 07 JUL 14 (rev. 06/2011)



155 South Second Street • Central Point, OR 97502

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

**Kristine Allison**

**Chief**

Date: 07/01/2014

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

RE: WalGreens #15974 / Persons associated therewith

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

Respectfully,

A handwritten signature in blue ink that reads "Kristine Allison". The signature is written in a cursive, flowing style.

Chief Kristine Allison  
Central Point Police Department



OREGON LIQUOR CONTROL COMMISSION  
LIQUOR LICENSE APPLICATION

Application is being made for:

<b>LICENSE TYPES</b> <input type="checkbox"/> Full On-Premises Sales (\$402.60/yr) <input type="checkbox"/> Commercial Establishment <input type="checkbox"/> Caterer <input type="checkbox"/> Passenger Carrier <input type="checkbox"/> Other Public Location <input type="checkbox"/> Private Club <input type="checkbox"/> Limited On-Premises Sales (\$202.60/yr) <input checked="" type="checkbox"/> Off-Premises Sales (\$100/yr) <input type="checkbox"/> with Fuel Pumps <input type="checkbox"/> Brewery Public House (\$252.60) <input type="checkbox"/> Winery (\$250/yr) <input type="checkbox"/> Other: _____	<b>ACTIONS</b> <input type="checkbox"/> Change Ownership <input checked="" type="checkbox"/> New Outlet <input type="checkbox"/> Greater Privilege <input type="checkbox"/> Additional Privilege <input type="checkbox"/> Other _____
---	--

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

**APPLYING AS:**  
 Limited Partnership     Corporation     Limited Liability Company     Individuals

**CITY AND COUNTY USE ONLY**

Date application received: 6/25/14

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: \_\_\_\_\_

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

90-day authority:  Yes     No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]  
 1) Walgreen Co.  
 2) \_\_\_\_\_
2. Trade Name (dba): Walgreens #15974
3. Business Location: 43 N Front St Central Point Jackson OR 97502  
(number, street, rural route) (city) (county) (state) (ZIP code)
4. Business Mailing Address: P.O. Box 901 Deerfield IL 60015  
(PO box, number, street, rural route) (city) (state) (ZIP code)
5. Business Numbers: Pending  
(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: BRIKE DAVIN  
(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: Kathryn Bush 847-527-4807  
(name) (phone number(s))  
302 Wilmot Rd, Deerfield, IL 60015 kathryn.bush@walgreens.com  
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:  
 1) [Signature] Date 5/8/2014  
 2) \_\_\_\_\_ Date \_\_\_\_\_

1-800-452-OLCC (6522) • www.oregon.gov/olcc  
 FAXED: 6/17/14  
 REVENUE

# **Ordinance**

## **Chapter 3.30 Marijuana and Marijuana Infused Product Tax**



## ADMINISTRATION DEPARTMENT

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

### STAFF REPORT

July 24<sup>th</sup>, 2014

**AGENDA ITEM: Ordinance No. \_ An ordinance establishing Central Point Municipal Code Chapter 3.30 – marijuana and marijuana-infused product tax.**

#### STAFF SOURCE:

Chris Clayton, City Manager  
Sydnee Dreyer, City Attorney

#### BACKGROUND/SYNOPSIS:

The City of Central Point Council has been very proactive in creating time, place and manner restrictions on medical marijuana dispensaries established under Oregon House Bill 3460. To date, there are 198 approved and 115 provisionally approved dispensaries in Oregon; however, the City of Central Point has received zero applications. Furthermore, the City of Central Point has exercised State-granted authority provided by Senate Bill 1531 to invoke a one-year moratorium on the establishment of medical marijuana facilities (expires in May of 2015). Throughout this entire process, the Central Point City Council has remained resolute in its desire to discourage the establishment of such facilities within the City of Central Point. Moreover, the City Council is acutely aware of the conflict between state and federal law on this subject and has made every attempt to remain legally compliant. Unfortunately, the lack of consistency between state and federal law/policy has put many cities and counties in a compromised position.

November's general election will likely (signature collection is underway) include Oregon ballot initiative #53 (officially known as the Control, Regulation, and Taxation of Marijuana and Industrial Hemp Act). Section #42 of this ballot measure is specifically aimed at limiting local government's ability to offset public safety-related impacts/costs by collecting a product tax on marijuana-based products. Section #42's language is as follows:

***No county or city of this state shall impose any fee or tax, including occupation taxes, privilege taxes and inspection fees, in connection with the purchase, sale, production, processing, transportation, and delivery of marijuana items.***

Because this language does not specifically repeal a local marijuana tax in effect at the time of the measure's passage, and because this language can be interpreted to read "No county or city of this state shall [after the effective date of this measure] impose any fee or tax..." it can be argued that this initiative's language would not pre-empt a taxation ordinance if it is adopted by the City Council prior to November's election. City Council adoption does not guarantee that this product tax would not be legally challenged; however, absent invalidation by a state court, this product tax

ordinance would survive voter approval of ballot initiative #53, and not adopting the ordinance prior to November, should the initiative pass, would certainly preclude future action on this matter.

The ordinance presented for Council consideration is a gross receipts tax on the sale of marijuana, medical marijuana and marijuana-infused products. A gross receipts tax is applied to the total gross taxable revenues of a business. It is similar to a sales tax except that it is levied on the seller rather than the purchaser. The seller is responsible for maintaining accurate records of its gross revenues from taxable goods and services and then remitting a percentage to the taxing entity. Many businesses that are subject to a gross receipts tax will show the tax on the bill of sale they present to the customer, but it is nonetheless the business that is responsible for paying it. Central Point's transient occupancy tax (hotel/motel) is a gross receipts tax. A gross receipts tax has the administrative advantages of ease of collection and ease of auditing.

Finally, I would be remiss not to mention that the proposed ordinance relies heavily on similar ordinances adopted by several Colorado cities, the City of Ashland and taxing methodology that currently exists in the Central Point Municipal Code (transient room occupancy tax).

#### **FISCAL IMPACT:**

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Ballot Initiative #53: The proposed ballot initiative does provide for a state-wide taxing structure on the sale of legalized/medical marijuana; however, it does so in the following manner:

Section #33

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

*\$35 dollars per ounce of all marijuana flowers;*

*\$10 dollars per ounce on all marijuana leaves; and*

*\$5 dollar for every immature plant.*

The taxes collected under this section would be placed in the Oregon Marijuana Account and would be distributed based on section #44 of the proposed ballot initiative:

*At the end of each month, the Oregon Liquor Control Commission shall certify the amount of moneys available for distribution in the Oregon Marijuana Account and, after withholding such moneys as it may deem necessary to carry out its obligations under sections 3 to 70 of this Act, shall within 35 days of the month for which a distribution is made distribute the moneys as follows:*

*Forty percent shall be transferred to the Common School Fund*

*Twenty percent shall be transferred to the Mental Health Alcoholism and Drug Services Account*

*Fifteen percent shall be transferred to the State Police Account*

*Ten percent shall be transferred to cities based on population*

*Ten percent shall be transferred to counties*

*5 percent shall be transferred to Oregon Health Authority.*

City Revenue: There is no precise way of predicting whether a medical marijuana dispensary will develop with or without the passage of ballot initiative 53. Furthermore, predicting the tax revenue generated by the development of such a facility is equally inaccurate, although it is apparent that Central Point's share of 10% of whatever is left in the Oregon Marijuana Account after OLCC

withholds “such moneys as it deems necessary,” will likely be insufficient to address the impacts to Central Point.

City Expenditures: Similar to alcohol, the legalization of marijuana will likely impact the costs associated with providing adequate public safety. At a minimum, new programs will need to be developed for prevention/education and treatment. These new program costs will be in addition to the necessary training required for our public safety officers.

**ATTACHMENTS:**

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1. Ordinance creating chapter 3.30 of the Central Point Municipal Code establishing a tax on marijuana and marijuana-infused products.

**RECOMMENDATION:**

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1. The proposed ordinance is consistent with previous efforts of the City Council to create a disincentive to the establishment of a medical marijuana dispensaries/facilities within Central Point.
2. The proposed ordinance will create the opportunity to provide general fund revenue and offset the public safety costs/impacts associated with the legalization of marijuana
3. The City’s strategic plan emphasizes a proactive city government that adopts policies aligning with the community’s values.
4. Central Point citizen surveys conducted in 2011 & 2013 identify public safety as the highest priority for citizens of Central Point.

City Staff Recommendation: City staff is recommending adoption of the attached ordinance amendments.

**PUBLIC HEARING REQUIRED:**

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Yes

**SUGGESTED MOTION:**

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I move to approve the first reading of Ordinance number \_\_\_\_ creating Central Point Municipal Code chapter 3.30 establishing a marijuana and marijuana-infused product tax.

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

**AN ORDINANCE ESTABLISHING CENTRAL POINT  
MUNICIPAL CODE CHAPTER 3.30 MARIJUANA AND  
MARIJUANA-INFUSED PRODUCT TAX**

Recitals:

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

B. Section 4 of the Central Point Charter provides:

Powers of the City. The City shall have all powers which the constitutions, statutes and common law of the United States and of this state expressly or impliedly grant or allow municipalities, as fully as though this charter specifically enumerated each of those powers.

C. the City desires to tax the sale or transfer of marijuana and marijuana-infused products within the City.

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

SECTION 1. Title 3 Revenue and Finance of the Central Point Municipal Code hereby adds a new Chapter 3.30, establishing a tax on the sale of marijuana and marijuana-infused products, as follows:

**CHAPTER 3.30 MARIJUANA AND  
MARIJUANA INFUSED PRODUCT TAX**

Sections:

- 3.30.010 Purpose**
- 3.30.020 Definitions**
- 3.30.030 Levy of Tax**
- 3.30.040 Deductions**
- 3.30.050 Seller Responsible for Payment of Tax**
- 3.30.060 Penalties and Interest**
- 3.30.070 Failure to Report and Remit Tax – Determination of Tax**
- 3.30.080 Appeal**
- 3.30.090 Refunds**
- 3.30.100 Actions to Collect**
- 3.30.110 Confidentiality**
- 3.30.120 Audit of Books, Records or Persons**
- 3.30.130 Penalties**
- 3.30.140 Forms and Regulations**



**3.30.010 Purpose.**

For the purposes of this Chapter, every person who sells marijuana, medical marijuana or marijuana-infused products in the City of Central Point is exercising a taxable privilege. The purpose of this Chapter is to impose a tax upon the retail sale of marijuana, medical marijuana, and marijuana-infused products.

**3.30.020 Definitions.**

When not clearly otherwise indicated by the context, the following words and phrases as used in this chapter shall have the following meanings:

1. **“Director”** means the Director of Finance for the City of Central Point or his/her designee.
2. **“Gross Taxable Sales”** means the total amount received in money, credits, property or other consideration from sales of marijuana, medical marijuana and marijuana-infused products that is subject to the tax imposed by this chapter.
3. **“Marijuana”** means all parts of the plant of the Cannabis family Moraceae, whether growing or not; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
4. **“Oregon Medical Marijuana Program”** means the office within the Oregon Health authority that administers the provisions of ORS 475.300 through 475.346, the Oregon Medical Marijuana Act, and all policies and procedures pertaining thereto.
5. **“Person”** means natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or any group or combination acting as a unit, including the United States of America, the State of Oregon and any political subdivision thereof, or the manager, lessee, agent, servant, officer or employee of any of them.
6. **“Purchase or Sale”** means the acquisition or furnishing for consideration by any person of marijuana within the City.
7. **“Purchaser”** means any person who acquires marijuana from a seller for any valuable consideration.
8. **“Registry identification cardholder”** means a person who has been diagnosed by an attending physician with a debilitating medical condition and for whom the use of medical marijuana may mitigate the symptoms or effects of the person's debilitating medical condition, and who has been issued a registry identification card by the Oregon Health Authority.

9. "Retail sale" means the transfer of goods or services in exchange for any valuable consideration.
10. "Seller" means any person who is required to be licensed or has been licensed by the State of Oregon to provide marijuana or marijuana-infused products to purchasers for money, credit, property or other consideration.
11. "Tax" means either the tax payable by the seller or the aggregate amount of taxes due from a seller during the period for which the seller is required to report collections under this chapter.
12. "Taxpayer" means any person obligated to account to the Finance Director for taxes collected or to be collected, or from whom a tax is due, under the terms of this chapter.

**3.30.030 Levy of Tax.**

A. There is hereby levied and shall be paid a tax by every seller exercising the taxable privilege of selling marijuana and marijuana-infused products as defined in this chapter.

B. The amount of tax levied is as follows:

- 1) Five percent (5%) of the gross sale amount paid to the seller by a registry identification cardholder.
- 2) Ten percent (10%) of the gross sale amount paid to the seller of marijuana and marijuana-infused products by individuals who are not purchasing marijuana under the Oregon Medical Marijuana Program.

C. The purchaser shall pay the tax to the seller at the time of the purchase or sale of marijuana.

**3.30.040 Deductions.**

The following deductions shall be allowed against sales received by the seller providing marijuana:

A. Refunds of sales actually returned to any purchaser;

B. Any adjustments in sales which amount to a refund to a purchaser, providing such adjustment pertains to the actual sale of marijuana or marijuana-infused products and does not include any adjustments for other services furnished by a seller.

**3.30.050 Seller Responsible For Payment Of Tax.**

A. Every seller shall, on or before the fifteenth (15<sup>th</sup>) day of the month following the end of each calendar quarter (in the months of April, July, October and January) make a return to the Director, on forms provided by the City, specifying the total sales subject to this chapter and the amount of tax collected under this chapter. The seller may request or the Director may establish shorter reporting periods for any seller if the seller or Director deems it necessary in order to ensure collection of the tax and the Director may require further information in the return relevant to payment of the tax. A return shall not be considered filed until it is actually received by the Director. The quarters are:

**First quarter: January, February, March**

**Second quarter: April, May, June**

**Third quarter: July, August, September**

**Fourth quarter: October, November, December**

- B. At the time the return is filed, the full amount of the tax collected shall be remitted to the Director. Payments received by the Director for application against existing liabilities will be credited toward the period designated by the taxpayer under conditions that are not prejudicial to the interest of the City. A condition considered prejudicial is the imminent expiration of the statute of limitations for a period or periods.**
- C. Non-designated payments shall be applied in the order of the oldest liability first, with the payment credited first toward any accrued penalty, then to interest, then to the underlying tax until the payment is exhausted. Crediting of a payment toward a specific reporting period will be first applied against any accrued penalty, then to interest, then to the underlying tax. If the Director, in his or her sole discretion, determines that an alternative order of payment application would be in the best interest of the City in a particular tax or factual situation, the Director may order such a change. The Director may establish shorter reporting periods for any seller if the Director deems it necessary in order to ensure collection of the tax. The Director also may require additional information in the return relevant to payment of the liability. When a shorter return period is required, penalties and interest shall be computed according to the shorter return period. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by sellers pursuant to this chapter shall be held in trust for the account of the City until payment is made to the Director. A separate trust bank account is not required in order to comply with this provision.**
- D. For good cause, the Director may extend the time for filing a return or paying the tax for not more than one month. Further extension may be granted only by the city council. A seller to whom an extension is granted shall pay interest at the rate of one percent per month on the amount of tax due, without proration for a fraction of a month. If a return is not filed and if the tax and interest due are not paid by the end of the extension granted, the interest shall become a part of the tax for computation of penalties prescribed in Section 3.30.060.**
- E. Every seller required to remit the tax imposed in this chapter shall be entitled to retain five percent (5%) of all taxes due to defray the costs of bookkeeping and remittance.**
- F. Every seller must keep and preserve in an accounting format established by the Director records of all sales made by the dispensary and such other books or accounts as may be required by the Director. Every seller must keep and**

preserve for a period of three (3) years all such books, invoices and other records. The Director shall have the right to inspect all such records at all reasonable times.

**3.30.060 Penalties And Interest.**

- A. Any seller who fails to remit any portion of any tax imposed by this chapter within the time required shall pay a penalty of ten percent (10%) of the amount of the tax.
- B. Any seller who fails to remit any delinquent remittance on or before a period of 60 days following the date on which the remittance first became delinquent, shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax in addition to the amount of the tax and the penalty first imposed.
- C. If the Director determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subparagraphs A and B of this section.
- D. In addition to the penalties imposed, any seller who fails to remit any tax imposed by this chapter shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- E. Every penalty imposed, and such interest as accrues under the provisions of this section, shall become a part of the tax required to be paid.
- F. A seller who fails to remit the tax within the required time may petition the city council for waiver and refund of the penalty or a portion of it. The council may, if good cause is shown, direct a refund of the penalty or a portion of it. Any such hearing will be conducted under the procedures described in section 3.30.080.

**3.30.070 Failure To Report and Remit Tax –Determination of Tax by Director.**

If any seller should fail to make, within the time provided in this chapter, any report of the tax required by this chapter, the Director shall proceed in such manner as deemed best to obtain facts and information on which to base the estimate of tax due. As soon as the Director shall procure such facts and information as is able to be obtained, upon which to base the assessment of any tax imposed by this chapter and payable by any seller, the Director shall proceed to determine and assess against such seller the tax, interest and penalties provided for by this chapter. In case such determination is made, the Director shall give a notice of the amount so assessed by having it served personally or by depositing it in the United States mail, postage prepaid, addressed to the seller so assessed at the last known place of address. Such seller may appeal such determination as provided in section 3.30.080. If no appeal is filed, the Director's determination is final and the amount thereby is immediately due and payable.

**3.30.080 Appeal.**

- A. Any seller aggrieved by any decision of the Director with respect to the amount of such tax, interest and penalties, if any, may appeal to the city council by filing a notice of appeal with the Director within fifteen (15) days of mailing of the notice of a decision. The city manager shall fix a time and place for hearing the appeal, as prescribed by the city council, and shall give the appellant fifteen days written notice of the time and place of the hearing before the city council.**
- B. The appellant shall pay a nonrefundable appeal fee to facilitate the appeal. Appeal Fees shall be set at \$150 for each decision appealed, and may be adjusted by Resolution of the city council.**
- C. The parties shall be entitled to appear personally and by counsel and to present such facts, evidence and arguments as may tend to support the respective positions on appeal.**
- D. The city council shall afford the parties an opportunity to be heard at an appeal hearing after reasonable notice. The city council shall take such action upon the appeal it sees fit. The city council shall at a minimum:**
- 1) At the commencement of the hearing, explain the relevant issues involved in the hearing, applicable procedures and the burden of proof.**
  - 2) At the commencement of the hearing place on the record the substance of any written or oral ex parte communications concerning any relevant and material fact in issue at the hearing which was made outside the official proceedings during the pendency of the proceeding. The parties shall be notified of the substance of the communication and the right to rebut the communication. Notwithstanding the above, the parties are prohibited from engaging in ex parte communications with the members of the city council.**
  - 3) Testimony shall be taken upon oath or affirmation of the witnesses.**
  - 4) The city council shall ensure that the record developed at the hearing shows a full and fair inquiry into the relevant and material facts for consideration for the issues properly before the hearings officer.**
  - 5) Written testimony may be submitted under penalty of false swearing for entry into the record. All written evidence shall be filed with the City recorder no less than (5) five working days before the date of the hearing.**
  - 6) The city council shall hear and consider any records and evidence presented bearing upon the Director's determination of amount due, and make findings affirming, reversing or modifying the determination.**

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

F. The action of the Director shall be stayed pending the outcome of an appeal properly filed pursuant to this section.

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

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

**3.30.090. Refunds.**

A. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously collected or received by the City under this chapter, it may be refunded as provided in subparagraph B of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Director within one year of the date of payment. The claim shall be on forms furnished by the Director.

1. The Director shall have 20 calendar days from the date of receipt of a claim to review the claim and make a determination in writing as to the validity of the claim. The Director shall notify the claimant in writing of the Director's determination. Such notice shall be mailed to the address provided by claimant on the claim form. In the event a claim is determined by the Director to be a valid claim, in a manner prescribed by the Director a seller may claim a refund, or take as credit against taxes collected and remitted, the amount overpaid, paid more than once or erroneously collected or received. The seller shall notify the Director of claimant's choice no later than 15 days following the date Director mailed the determination. In the event claimant has not notified the Director of claimant's choice within the 15 day period and the seller is still in business, a credit will be granted against the tax liability for the next reporting period. If the seller is no longer in business, a refund check will be mailed to claimant at the address provided in the claim form.

2. No refund shall be paid under the provisions of this section unless the claimant established the right by written records showing entitlement to such refund and the Director acknowledged the validity of the claim.

**3.30.100 Actions to Collect.**

Any tax required to be paid by any seller under the provisions of this chapter shall be deemed a debt owed by the seller to the City. Any such tax collected by a seller

which has not been paid to the City shall be deemed a debt owed by the seller to the City. Within three years after the tax becomes payable or within three years after a determination becomes final, the City may bring an action in the name of the city in the courts of this state, another state or the United States to collect the amount delinquent and penalties and interest. In lieu of filing an action for the recovery, the City, when taxes due are more than 30 days delinquent, can submit any outstanding tax to a collection agency. So long as the City has complied with the provisions set forth in ORS 697.105 (as hereafter amended), in the event the City turns over a delinquent tax account to a collection agency, it may add to the amount owing an amount equal to the collection agency fees, not to exceed the greater of fifty dollars (\$50.00) or fifty percent (50%) of the outstanding tax, penalties and interest owing.

**3.30.120 Confidentiality.**

Except as otherwise required by law, it shall be unlawful for the City, any officer, employee or agent to divulge, release or make known in any manner any financial information submitted or disclosed to the City under the terms of this chapter. Nothing in this section shall prohibit:

- A. The disclosure of the names and addresses of any person who is operating a licensed establishment from which marijuana is sold or provided; or
- B. The disclosure of general statistics in a form which would not reveal an individual seller's financial information; or
- C. Presentation of evidence to the court, or other tribunal having jurisdiction in the prosecution of any criminal or civil claim by the Director or an appeal from the Director for amount due the City under this chapter; or
- D. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures; or
- E. The disclosure of records related to a business' failure to report and remit the tax when the report or tax is in arrears for over six months or the tax exceeds five thousand dollars (\$5,000). The City Council expressly finds and determines that the public interest in disclosure of such records clearly outweighs the interest in confidentiality under ORS 192.501(5).

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

- A. It shall be the duty of every seller liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve, for a period of three years and six months, all records, books, reports, income tax reports and other matters required by this chapter as may be necessary to determine the amount of such tax as the seller may have been liable for the collection of and payment to the City, which records the Director shall have the right to inspect at all reasonable times as set forth below. Every operator shall maintain records of marijuana purchase and sales, accounting books and records of income. Sellers must, at a minimum, include a cash receipt and deposit journal, and a cash disbursements journal/check register

for all authorized deductions. These records and books shall reconcile to the tax reports and be auditable. They shall also reconcile to the seller's income tax reports. If the Director finds the books and records of the seller are deficient in that they do not provide adequate support for tax reports filed, or the seller's accounting system is not auditable, it shall be the responsibility of the seller to improve its accounting system to the satisfaction of the Director.

B. The City, for the purpose of determining the correctness of any tax return, or for the purpose of an estimate of taxes due, may examine or may cause to be examined by an agent or representative designated by the City for that purpose, any books, papers, records, or memoranda, including copies of seller's state and federal income tax return, bearing upon the matter of the seller's tax return. All books, invoices, accounts and other records shall be made available within the City limits and be open at any time during regular business hours for examination by the Director or an authorized agent of the Director. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested, the Director may immediately seek a subpoena from the Central Point Municipal Court to require that the taxpayer or a representative of the taxpayer attend a hearing or produce any such books, accounts and records for examination.

**3.30.110 Penalties.**

A. It is unlawful for any seller or any other person so required to fail or refuse to furnish any return required to be made, or fail or refuse to furnish the supplementary return or other data required by the Director or to enter a false or fraudulent report, with intent to defeat or evade the determination of any amount due required by this chapter.

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

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

**3.30.140 Forms And Regulations.**

A. The Director is hereby authorized to prescribe forms and promulgate rules and regulations to aid in the making of returns, the ascertainment, assessment and collection of said medical marijuana tax and in particular and without limiting the general language of this chapter, to provide for:

- 1) A form of report on sales and purchases to be supplied to all vendors;



**2) The records which sellers providing marijuana and marijuana-infused products are to keep concerning the tax imposed by this chapter.**

**SECTION 2.** Severability. The sections, subsections, paragraphs and clauses of this ordinance are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

**SECTION 3.** Savings. Notwithstanding any amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions thereof were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

**SECTION 4.** Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 2-4) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

Passed by the Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

# **Ordinance**

## **Amendments to Chapter 15**



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STAFF REPORT

**STAFF REPORT**

July 24, 2014

**AGENDA ITEM:**

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

**STAFF SOURCE:**

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Tom Humphrey, Community Development Director

**BACKGROUND:**

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

Most of the changes are numerical code references and formatting revisions but there are exceptions. At the direction of the Planning Commission, Department staff also reviewed and revised sections of the code that were no longer appeared applicable or were outdated. The Commission subsequently recommended approval of the changes that are reflected in the attached ordinance.

**ISSUES:**

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There don't appear to be significant issues with these revisions. The proposed changes have been reconsidered by the City's Building Official, Derek Zwagerman who compared the City's Code with the latest updates of the Oregon Structural Specialty Code, the Oregon Mechanical Specialty Code and the Oregon Energy Efficiency Specialty Code. Greg Graves from the Public Works Department reviewed Section 15.12.260 on Water Pipes and applicable standards and regulations.

**EXHIBITS/ATTACHMENTS:**

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Attachment "A" – Ordinance No. \_\_\_\_\_ An Ordinance Amending CPMC Chapter 15.04, Building Code; Chapter 15.12, Plumbing Code; Chapter 15.22, Privately Owned Swimming Pools and Chapter 15.32, House Numbering

**ACTION:**

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Consider proposed amendments and 1) adopt the ordinance, 2) make further revisions and postpone action on the ordinance at this time or 3) deny the ordinance.

**RECOMMENDATION:**

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Discuss additional revisions in response to questions raised at the public hearing and adopt the ordinance.

**ORDINANCE NO.**

**AN ORDINANCE AMENDING CPMC CHAPTER 15.04, BUILDING CODE; CHAPTER 15.12, PLUMBING CODE; CHAPTER 15.22, PRIVATELY OWNED SWIMMING POOLS AND CHAPTER 15.32 HOUSE NUMBERING**

**RECITALS:**

- A.** Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B.** On July 1, 2014, the Central Point Planning Commission recommended approval of a code amendment to CPMC Chapter 15.04; Chapter 15.12; Chapter 15.22 and Chapter 15.32 bringing the City's municipal code into conformance with State Building Code Revisions and Updates.
- C.** On July 10, 2014, 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.
- D.** Words ~~lined through~~ are to be deleted and words in **bold** are added.

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

SECTION 1. Amendments to Chapter 15.04; Chapter 15.12; Chapter 15.22 and Chapter 15.32 revises language in the City's Buildings and Construction code to conform with the State Building Code.

**Chapter 15.04  
BUILDING CODE**

Sections:

- 15.04.010 Standards applicable to building.
- 15.04.020 City code administration.
- 15.04.030 Local interpretation.
- 15.04.040 Board of appeals.
- 15.04.050 Certificate of occupancy.
- 15.04.060 Change of occupancy.
- 15.04.070 Reinspection fee.

15.04.080 Violations and penalties.

15.04.010 Standards applicable to building.

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

A. The ~~2010~~ **2014** Oregon Structural Specialty Code based on the International Building Code, ~~2009~~ **2012** Edition, as published by the International Code Council and amended by the Building Codes Division; specifically adopting and including Section ~~1089~~, Fees; permit and plan review fees shall be as per the building fee schedule as adopted by the city of Central Point; Section ~~1142~~, Service Utilities; Section ~~1156~~, Unsafe Structures and Equipment; Appendix G, Flood-Resistant Construction; Appendix H, Signs; Appendix I, Patio Covers; and Appendix J, Grading.

B. The ~~2010~~ **2014** Oregon Mechanical Specialty Code based on the ~~2009~~ **2012** International Mechanical Code and the ~~2009~~ **2012** International Fuel Gas Code, as published by the International Code Council, Inc., amended by the Oregon Building Codes Division, ~~specifically adopting and including Section 103, Department of Mechanical Inspection, and Section 106.5.2, Fee Schedule~~ with fees as per the mechanical fee schedule adopted by the City of Central Point.

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

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

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

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

~~G. 1994 Edition of the Uniform Sign Code as published by the International Conference of Building Officials.~~

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

~~† H. 2010 Oregon Fire Code based on the 2009 International Fire Code with Oregon amendments. ; repealing Chapter 8.16, Uniform Fire Code, and all former ordinances or parts thereof conflicting or inconsistent with the provisions of this section or of the 2010 Oregon Fire Code as adopted by the state of Oregon and Jackson County Fire District No. 3, the city of Central Point's fire code authority.~~

‡ I. ~~2010~~ **2014 Oregon Energy Efficiency Specialty Code based on 2009 IECC** **2012 International Energy Conservation Code.** (Ord. 1953 §1, 2011; Ord. 1938 §1, 2010; Ord. 1904, 2007; Ord. 1857, 2005; Ord. 1853 §1, 2004; Ord. 1832 §1, 2003; Ord. 1807 §1, 2000; Ord. 1798 §1, 1998; Ord. 1781 §1(part), 1997; Ord. 1764 §1, 1997; Ord. 1749 §3, 1996; Ord. 1686 §1, 1993; Ord. 1683 §1, 1993; Ord. 1640 §1, 1990; Ord. 1630 §1, 1990; Ord. 1573 §1, 1986; Ord. 1520 §1, 1984; Ord. 1497 §1, 1983; Ord. 1482 §1, 1982; Ord. 1409 §1(part), 1980; Ord. 1167 §2, 1974).

#### 15.04.020 City code administration.

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

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

#### 15.04.030 Local interpretation.

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In addition to the provisions of Section 104.4011 of the Structural Specialty Code and similar provisions of other specialty codes, the building official may approve a material or a method of construction not specifically prescribed by the ordinance codified herein, provided he finds that the proposed design is satisfactory and that the material, method or work offered is for the purpose intended at least the equivalent of that specifically prescribed by the ordinance codified herein, in quality, effectiveness, fire resistance, durability, safety and energy conservation, and that the Director of the Building Codes Division has not issued a report disapproving the material or method for the purpose. (Ord. 1853 §3, 2004; Ord. 1781 §1(part), 1997; Ord. 1409 §1(part), 1980; Ord. 1167 §7, 1974).

#### 15.04.040 Board of appeals.

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

#### 15.04.050 Certificate of occupancy.

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

#### 15.04.060 Change of occupancy.

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

#### 15.04.070 Reinspection fee.

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

#### 15.04.080 Violations and penalties.

---

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any of the provisions of the ordinance codified in this chapter. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in

addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. ~~The investigation fee shall be equal to the amount of the permit fee required by this code.~~ The minimum investigation fee shall be in accordance with the fee schedule established by this jurisdiction. The payment of this fee shall not exempt any person from compliance with all other provisions of the codes adopted herein nor from any penalty prescribed by law. (Ord. 1781 §1(part), 1997; Ord. 1409 §1(part), 1980; Ord. 1167 §9, 1974).

## Chapter 15.12 PLUMBING CODE<sup>1</sup>

### Sections:

- 15.12.005 Adopted.
- 15.12.010 Definitions.
- 15.12.020 Unlawful acts.
- 15.12.040 Permits--Sewer connection fees.
- 15.12.045 Systems development charge.
- 15.12.080 Sewer maintenance.
- 15.12.120 Sewer connections.
- 15.12.260 Water pipes.
- 15.12.270 Special permits.
- 15.12.280 Tests and inspections.
- 15.12.290 Inspector--Powers.
- 15.12.310 Plans and specifications.
- 15.12.320 License.
- 15.12.330 Inspector--Duties.
- 15.12.340 Permits--Plumbing work.

### 15.12.005 Adopted.

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~~The State of Oregon 2000 Edition, Plumbing Specialty Code, based on the Uniform Plumbing Code, 1997 Edition, as published by the International Association of Plumbing and Mechanical Officials, and amended by the Oregon Building Codes Division, specifically adopting and including Section 102-2.6, Liability, is adopted in its entirety to be hereafter referred to as the "plumbing code."~~ **The plumbing code shall be as adopted in Chapter 15.04.010** (Ord. 1807 §5, 2000; Ord. 1749 §4, 1996; Ord. 1367 §3, 1979).

### 15.12.010 Definitions.

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- A. The term “branch vents” is applied to the branches from the fixture trap to the main vent.
- B. The term “drainage work” is applied to the house sewer and house drain and its horizontal branches collectively or separately.
- C. The term “house drain” is applied to that part of the main horizontal drain and its branches inside of the walls of the buildings, vault or area extending to and connecting with the house sewer.
- D. The term “house sewer” is applied to that part of the main drain or sewer extending from a point five feet from the outer wall of the building, vault or area to its connection with public sewer, private sewer or septic tank.
- E. The term “plumbing work” is applied to all fixtures having a waste outlet from them to any soil, waste or vent pipe.
- F. The term “private sewer” is applied to all sewers that are not constructed by and under the provision of the city.
- G. The term “soil pipe” is applied to any line or pipe receiving the discharge of one or more water closets with or without other fixtures.
- H. The term “unsanitary” is applied to the following:
1. To any fixture whose trap does not maintain a proper seal;
  2. To any fixture not having a proper or sufficient water supply to thoroughly flush it out and keep it in a clean and wholesome condition;
  3. To any drain, soil or waste, or vent pipe which is not gastight or emits any foul or obnoxious odors;
  4. To any drain, soil or waste, or vent pipe that is stopped or partially stopped up;
  5. To any water closet apartment which is not thoroughly ventilated or has the floor saturated with urine or containing a foul odor;
  6. To any imperfect fixture, pipe or trap;
  7. To any work not conforming with the rules of this chapter;
  8. To any things which are detrimental to health.

I. The term “vent pipe” is applied to any special pipe provided to ventilate the system of piping and to prevent the trap siphonage and back pressure. (Ord. 303 §2, 1951).

#### 15.12.020 Unlawful acts.

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No person shall hereafter erect or cause to be erected or convert any building to a new purpose by alteration, by addition or otherwise, so that it or any part thereof is inadequate or defective in respect to plumbing, ventilating or sewerage or any other usual, proper or necessary provisions or precautions for the security of life or health; nor shall any owner, builder, lessee, tenant or occupant of any building or structure cause or allow any matter or anything to be done in or about any such building or structure dangerous or prejudicial to life or health. (Ord. 303 §1(part), 1951).

#### 15.12.040 Permits--Sewer connection fees.

---

A. No connection shall be made with any sewer line of the city until a permit therefor has first been obtained and an agreement entered into with the city for the payment to the city of the fees as required herein for said connection.

B. Permits shall be issued upon application to the city manager and agreement to pay as herein provided and as required by Section 15.12.045. Applications for connections shall describe the parcel of land proposed to be connected. Connection fees shall be equal to the actual cost of labor, materials and administration costs related to the connection.

C. Connection fees shall be payable upon completion of installation. (Ord. 1969 §1(part), 2013; Ord. 1656 §1, 1991; Ord. 1504 §1, 1983; Ord. 1367 §4, 1979; Ord. 1228 §2, 1975; Ord. 1156 §1, 1974; Ord. 595, 1961; Ord. 303 §1(part), 1951).

#### 15.12.045 Systems development charge.

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A. In addition to the other requirements of this chapter, no sewer permit shall be issued until a systems development charge, as required by this section, has been paid or an agreement entered into **with Rogue Valley Sewer Services (RVSS) who is the city’s sewer service provider.** ~~for payment thereof on terms satisfactory to the city manager.~~

~~B. A systems development charge shall be applied to the following categories of buildings in the following manner:~~

1. ~~Category A. Buildings for which building permits have been issued or which are occupied prior to January 6, 1980, and are connected to the regional plant; buildings of Category A are not subject to a systems development charge;~~

2. ~~Category B. Buildings for which building permits have been issued or which are occupied prior to January 6, 1980, and are not connected to the regional plant; buildings in Category B are not subject to the systems development charge unless a sewer permit for said connection is issued on or after January 1, 1990;~~

3. ~~Category C. Buildings for which building permits are issued on or after January 6, 1980, and may be connected to the regional plant upon completion of construction; buildings in Category C are subject to the systems development charge;~~

4. ~~Category D. Buildings for which building permits are issued on or after January 6, 1980, for which sewer service to the regional plant is not available upon completion of construction; when connected to the regional plant, buildings in Category D are subject to the systems development charge.~~

~~As used in this chapter, the phrase “connected to the regional plant” means connection to the Central Point Sewage Collection System, which discharges into the regional sewage treatment plant. The term “building” includes a mobile home space or pad.~~

~~C. The systems development charge shall be applied to each “single family residential equivalent unit” as that term shall from time to time be defined by the city council by resolution, and the charge shall be in a sum as shall from time to time be established by the city council by resolution. (Ord. 1969 §1(part), 2013; Ord. 1367 §5, 1979).~~

#### 15.12.080 Sewer maintenance.

---

A. Public Streets. That part of the house sewer connection within a public street, alley or right-of-way, from the sewer main to the street right-of-way line, shall be constructed to ~~Bear Creek Valley Sanitary Authority~~ **Rogue Valley Sewer Services** standards and shall become a part of the public sewer system; ~~provided, however, that the owner/user shall be responsible for any damage caused by failure to maintain the line prior to August 20, 2002.~~ Any maintenance work done by a private contractor will be to **RVSS** ~~BCVSA~~ standards. Prior to beginning maintenance work on the house sewer which requires excavation within a street, or other public way, a permit shall be first obtained from the city, which permit shall be without fee.

B. Private Property. No maintenance of any service line within private property shall be performed by the city. (Ord. 1828 §1, 2002; Ord. 1807 §7, 2000; Ord. 1386, 1980; Ord. 1013 §1, 1971; Ord. 303 §4(part), 1951).

#### 15.12.120 Sewer connections.

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All connections to the public sewer system shall be governed by **RVSS BGVSA** regulations. (Ord. 1828 §2, 2002; Ord. 1226, 1975; Ord. 303 §5, 1951).

#### 15.12.260 Water pipes.

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A. Every service pipe must be provided with a stop and waste cock in addition to the service cock placed by the city, located at some accessible place, beyond damage from frost and so situated that the water can be conveniently shut off and drained from the pipes. All pipes of the building must be so arranged as to drain towards the stop and waste cock, or to the fixtures.

B. Where the laws or regulations of the Oregon State Board of Health, Plumbing Division, are more restrictive, said laws or regulations shall apply.

C. Every service pipe from the main line to the water meter shall be **1 inch municipex with 14 gal. Solid core UF (Blue) tracer wire** ~~copper pipe, type K~~. Each water service line shall be provided with a ball valve on the house side of the water meter. Each water meter box shall be **according to table 600-2 of the 2014 Standard Specifications** ~~concrete BROOK 37 H or equal~~, of a size to accommodate meter, angle stop-and-ball valve. Every water line shall be equipped with a pressure regulator. Pressure regulators shall be installed within a section of private property owned by the owner of the property which the meter serves. The section in which the pressure regulator shall be installed is from five feet outside the footing of the building to within five feet of the meter on the private property side. The pressure regulator shall be installed in a round plastic or concrete valve box capable of housing the pressure regulator without affecting its operation. Pressure regulators shall be protected from freezing. Connection fees shall be those fees established by Section [13.04.080](#).

D. All water lines serving fire hydrants shall be a minimum of eight inches.

E. Fire hydrants shall be Waterous Pacer, Mueller **Super Centurion 250, Kennedy K81** ~~Centurion~~ or an equal hydrant approved by the Public Works Director. (Ord. 1597 §1, 1987; Ord. 1367 §6, 1979; Ord. 1064 §1, 1972; Ord. 303 §14, 1951).

#### 15.12.270 Special permits.

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When special fixtures or traps are required by owners or architects for which there is no provision in this chapter, or where conditions arise that demand the discretion of the building official, upon examination, the inspector may give in writing to the owner or architect a permit if, in his judgment, the conditions demand the use of fixtures or traps, providing anti-siphon traps are used as approved by the building official. (Ord. 1807 §8, 2000; Ord. 303 §15, 1951).

#### 15.12.280 Tests and inspections.

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When the plumbing work is sufficiently advanced in any building for inspection and the plumber notifies the inspector of plumbing and drainage that work is ready for inspection, he shall within 48 hours after such notification inspect the work and, if found free from leakage and the work done as prescribed by this chapter, sign his name in full in space provided on the plumbing permit and accept or reject the work under consideration. In case the work is rejected, the necessary changes or additions must be made and the inspector notified for inspection as in the previous performance. No work shall be considered ready for inspection until all pipes are securely strapped in place. No water shall be turned into any building or buildings until the building or buildings are connected with the public sewer or private septic tank, and the water permit signed by the inspector of plumbing. (Ord. 1807 §9, 2000; Ord. 303 §16, 1951).

#### 15.12.290 Inspector--Powers.

---

The inspector of plumbing and drainage shall have the power in all cases where there is a building being erected or remodeled to enter and examine all work pertaining to plumbing at any time, and, where there is a public sewer in any street or alley, to cause any owner of land upon or adjoining such street or alley, his agent or tenant, to make sufficient drain and proper sewer connections for his or her house, yard or lot, closet or premises whenever, in his opinion, the same is necessary. He shall have the power to examine all buildings, during reasonable hours, as to the plumbing, drainage and ventilation thereof and when, in his judgment, and, upon approval by the building official, the plumbing fixtures are found to be defective or unsanitary, he shall have the power to order their removal or repair or substitution of other fixtures and to require the ventilation and drainage of such buildings to be placed in a sanitary condition, and he shall thereupon give the owner, agent or tenant or person occupying the building or premises notice in writing, specifying the time when any defective drain, sewer connection or unsanitary plumbing fixtures must be completed. He shall keep a copy of such notice in a book which shall be kept in his office and open to inspection by the public during his office hours. If said agent, owner or tenant neglects to carry out said order within the time specified, he or they shall be subject to a fine of not less than the general penalty, and any owner, agent or tenant shall be jointly and severally liable therefor. (Ord. 1807 §10, 2000; Ord. 303 §17, 1951).

### **15.12.310 Plans and specifications.**

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A. Copies of plans and specifications of all proposed plumbing installations must accompany the application for a plumbing permit when deemed necessary by the building official. If such plans and specifications comply with all of the provisions of this chapter, the building official is authorized to issue a permit.

B. Nothing in this section shall be construed as requiring bond, examination or license from any person for doing his own work or emergency work, provided the work otherwise complies with the rules and regulations. (Ord. 1807 §11, 2000; Ord. 303 §19, 1951).

### **15.12.320 License.**

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A. Each person or firm conducting a plumbing business within the jurisdiction of this chapter shall have a city license and shall pay a license fee prescribed under Section [5.04.090](#).

B. No license shall be issued to any person or firm to conduct a plumbing business until they have been registered with the State Department of Commerce, Building Codes Division, and hold a current, valid plumbing contractor's license. (Ord. 1367 §7, 1979; Ord. 303 §20, 1951).

### **15.12.330 Inspector--Duties.**

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The inspector of plumbing (or his deputy) shall perform the duties as hereinbefore outlined and shall, upon being notified, examine all plumbing and drainage inside of property lines before the same are covered. If, upon examination, he finds requirements of this chapter are violated, he shall report the same to the contracting plumbers or property owner for immediate corrections. (Ord. 1807 §12, 2000; Ord. 303 §21, 1951).

### **15.12.340 Permits--Plumbing work.**

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No person shall perform plumbing or drainage work or install or replace plumbing or drainage work or install or replace plumbing or drainage fixtures in any building or on any premises without a plumbing permit. Plumbing permit fees shall be those fees established by the city plumbing permit fee schedule. (Ord. 1791 §2, 1998; Ord. 1459 §1, 1982; Ord. 1367 §8, 1979; Ord. 1138 §1, 1974; Ord. 303 §25, 1951).

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## 1

For statutory provisions authorizing the adoption of plumbing codes by reference, see ORS [221.330](#); for the provisions of the State Plumbing Code, see ORS Ch. 447.

Chapter 15.22  
PRIVATELY OWNED SWIMMING POOLS

Sections:

- 15.22.010 Compliance with regulations required.
- 15.22.020 Swimming pool defined.
- 15.22.030 Setback requirements.
- 15.22.040 Fence requirements.
- 15.22.050 Overhead utility lines.
- 15.22.060 Fees.
- 15.22.070 General requirements.

15.22.010 Compliance with regulations required.

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It is unlawful to construct or maintain within the city a swimming pool, as herein defined, in violation of the terms of this chapter. (Ord. 1781 §4(part), 1997; Ord. 1237(part), 1976).

15.22.020 Swimming pool defined.

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For purposes of this chapter, "swimming pool" is defined as any structure intended for swimming or recreational bathing and which contains water more than twenty-four inches deep, including in-ground, above-ground, and on-ground swimming pools, hot tubs and spas. (Ord. 1863(part), 2005; Ord. 1781 §4(part), 1997; Ord. 1237(part), 1976).

15.22.030 Setback requirements.

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The following measurements indicate the minimum setback requirements for a swimming pool:

- A. Setbacks shall be in accordance with the current edition of the Oregon Residential Specialty Code and the current edition of the State of Oregon Structural Specialty Code, or the following, whichever is more restrictive;
- B. Front: No less than twenty feet from edge of water to property line contiguous with street right-of-way;
- C. Side: No less than five feet from edge of water to property line;
- D. Rear: No less than five feet from edge of water to property line;
- E. Building: No less than ten feet from edge of water to foundation line or closer as may be determined by the city building official.

The foregoing setbacks shall be in addition to any easements; any swimming pool decks shall not encroach into any easements. (Ord. 1938 §2, 2010; Ord. 1863(part), 2005; Ord. 1807 §13, 2000; Ord. 1781 §4(part), 1997; Ord. 1237(part), 1976).

#### 15.22.040 Fence requirements.

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A fence shall be required completely surrounding a swimming pool. Said fence shall comply with the requirements contained in at least one of the following:

A. The Oregon Residential Specialty Code; **or**

~~B. The swimming pool enclosures and safety devices section of the 2003 International Building Code, Fifth Edition, Section 3109; or~~

**B.** Provisions for public swimming pools as promulgated by the Department of Human Services under the authority established in ORS [448.011](#), reference OAR Chapter 333, "Health Division," Division 60. (Ord. 1863(part), 2005; Ord. 1807 §14, 2000; Ord. 1781 §4(part), 1997; Ord. 1749 §5, 1996; Ord. 1237(part), 1976).

#### 15.22.050 Overhead utility lines.

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All overhead utility lines shall comply with the currently adopted version of the Electrical Specialty Code. (Ord. 1863(part), 2005; Ord. 1781 §4(part), 1997; Ord. 1237(part), 1976).

#### 15.22.060 Fees.

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Swimming pool building permit fees shall be in accordance with the fee schedule established by this jurisdiction. (Ord. 1781 §4(part), 1997; Ord. 1237(part), 1976).

#### 15.22.070 General requirements.

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All swimming pools constructed and maintained hereunder shall comply as well with all state laws and regulations. Structural drawings for construction of swimming pools other than aboveground swimming pools shall be certified by a registered engineer or licensed architect. (Ord. 1781 §4(part), 1997; Ord. 1237(part), 1976).



## Chapter 15.32 HOUSE NUMBERING

### Sections:

- [15.32.010](#) Residence owner duty.
- [15.32.020](#) Map--Starting points for numbering system.
- [15.32.030](#) Numbering system.
- [15.32.040](#) Affixing numbers to premises.
- [15.32.050](#) Notice of owner noncompliance.
- [15.32.060](#) Violation--Penalty.

#### 15.32.010 Residence owner duty.

It shall be the duty of the owner or tenant of every residence or place of business or other structure opening upon or having access to the streets of the city to cause to be placed in a conspicuous place upon the main entrance or at the principal place of ingress to such premises a number, such number to be ascertained as hereinafter provided. (Ord. 290 §1, 1950).

#### 15.32.020 Map--Starting points for numbering system.

It shall be the duty of the city manager of the city to maintain such map or maps of the city, which clearly indicate the several respective numbers which shall be used to designate the corresponding premises, as provided in Section [15.32.010](#) and to keep on file such map with the city recorder. In assigning such numbers the city manager shall use Front Street and Pine Street as base lines for starting points for such numbers, and shall allow one hundred numbers to each block, and not less than one number to each ten feet of street frontage; odd numbers shall be placed upon the left sides of the streets, and even numbers upon the right sides thereof. (Ord. 1969 §1(part), 2013; Ord. 1004 §1, 1970; Ord. 290 §2, 1950).

#### 15.32.030 Numbering system.

No single digit numbers shall be used. The first number on the right side of any street shall be number 10 and on the left side thereof number 11, with the first ten feet of frontage in each of the succeeding blocks being allowed the numbers 110, 210, 310 and so on to the end of each street. (Ord. 290 §93, 1950).

#### 15.32.040 Affixing numbers to premises.

It shall be the duty of each property owner or tenant, as provided in Section [15.32.010](#), to ascertain from the city manager the number so assigned to his or her respective premises, and to cause such number to be affixed thereto forthwith in figures not less than ~~two and one-half~~ **four** inches high, such figures to be so placed

as to easily be legible from the adjoining sidewalk or street. (Ord. 1969 §1(part), 2013; Ord. 1004 §3, 1970; Ord. 290 §4, 1950).

15.32.050 Notice of owner noncompliance.

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It shall be the duty of the city manager to cause written notice to be given to either the owner, agent or occupant of each residence and place of business within the city, which have not been numbered as herein provided by the first day of July, 1950, which notice shall designate the proper number to be affixed to said premises, and shall require the same to be affixed within ten days from the date of service of such notice upon such owner, agent or occupant, and, upon the failure of such owner, agent or occupant to so affix said number within said ten days, the city council may cause the same to be so affixed and the costs thereof shall be declared a lien upon the particular lot or parcel of land upon which said costs are expended, which lien shall be recorded upon the city lien docket and thereafter enforced against the property therein described in all respects in like manner and with like effect as a lien for the improvement of any street. (Ord. 1969 §1(part), 2013; Ord. 1004 §4, 1970; Ord. 290 §5, 1950).

15.32.060 Violation--Penalty.

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Any person occupying any residence, place of business or other building in the city who fails to number his building after notice is given in accordance with this chapter **shall be an infraction as defined by Section 1.16.010 and punishable by a fine as set forth in that section. The city manager or his designee is authorized to issue a citation to any person violating the provisions of this chapter.** ~~by the city manager is guilty of a misdemeanor and after conviction thereof shall be fined not less than two dollars nor more than ten dollars and every week's failure and neglect to so number said building after the expiration of said thirty days constitutes a separate and distinct offense.~~ (Ord. 1969 §1(part), 2013; Ord. 290 §6, 1950).

**PASSED** by the Council and signed by me in authentication of its passage this \_\_\_\_ day of July 2014.

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

ATTEST:

\_\_\_\_\_  
City Recorder Deanna Casey, MMC

# **Ordinance**

## **Amending 17.60 Adding Interim Water Provisions**



**STAFF REPORT**

July 24, 2014

**AGENDA ITEM: File No. 14007**

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Introduction (First Reading) of Interim Water Service Standards Ordinance permitting interim water services for lands within the Tolo Area (CP-1B) urban reserve; **Applicant:** City of Central Point.

**STAFF SOURCE:**

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Tom Humphrey AICP, Community Development Director

**BACKGROUND:**

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Currently the City has before it a proposal for inclusion of approximately 50 acres to the City's UGB. The area is within CP-1B and is designated for industrial development per the City's Regional Plan Element. It is the applicant's objective to include the properties in the UGB (2014), annex (2015), rezone (2015), and develop the property (2016) for traded sector industrial purposes (trucking). A major impediment to the applicant's objective is the availability of public water, which is a requirement of development in the City.

Based on the City's Master Water System Plan the City's water service will not be extended to this urban reserve area until 2028. The estimated cost to extend water service to the proposed UGB area is \$4,200,000. City CIP funding for the extension is not scheduled until, at the earliest, 2020. This cost includes an additional estimated \$800,000 owner responsibility to extend the water main the remaining distance to service their property.

At this point the options for the continued pursuit of the developer's objective are:

1. *Require developers to bear the total cost of the water system and extensions.* Given the cost of a water system to service the area this is not a financially feasible option for any one developer.
2. *Have the City bear the cost of the extension and allocate the costs to future projects.* To undertake this option the City would have to raise its water rates, with the additional costs borne by the existing residents. Of all the land uses (residential, commercial, industrial) industrial has the slowest absorption rate.
3. *Allow an interim solution, such as presented in the draft Interim Water Service Standards Ordinance.* This option would allow for development and a binding commitment to the construction of a public water system when financially feasible. The Interim Water Service Standards Ordinance requires developers to acknowledge:
  - a. That they are aware of their ultimate responsibility to financially participate in an improvement district for a public water system when available; and
  - b. That there are interim water system standards that must be met as a condition of development.

**ISSUES:**

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CP-1B is the City's most significant area for traded sector development and family wage job creation. Without an interim solution to the provision of water for domestic and fire safety the area cannot be developed and the City will lose family wage job opportunities. The Interim Water Service Standards Ordinance applies only to CP-1B and is limited to industrial/commercial land uses.

**EXHIBITS/ATTACHMENTS:**

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Attachment "A" – Ordinance No. \_\_\_\_\_ An Ordinance Amending CPMC Chapter 17.60 by Adding Provisions for Interim Water Service and Development Standard for Lands within the Tolo Area (CP-1B) Urban Reserve

**ACTION:**

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Consider proposed amendments 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:**

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

**ORDINANCE NO.**

**AN ORDINANCE AMENDING CPMC CHAPTER 17.60 BY ADDING PROVISIONS FOR INTERIM WATER SERVICE AND DEVELOPMENT STANDARDS FOR LANDS WITHIN THE TOLO AREA (CP-1B) URBAN RESERVE**

**RECITALS:**

- A.** Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- B.** On June 3, 2014, the Central Point Planning Commission recommended approval of a code amendment to CPMC Chapter 17.60 adding Interim Water Service and Development Standards.
- C.** On July 24, 2014, 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.
- D.** Words ~~lined through~~ are to be deleted and words in **bold** are added.

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

SECTION 1. Amendments to Chapter 17.60 to add provisions for interim water service and development standards for lands within the Tolo Area (CP-1B) urban reserve.

Chapter 17.60

GENERAL REGULATION

Sections:

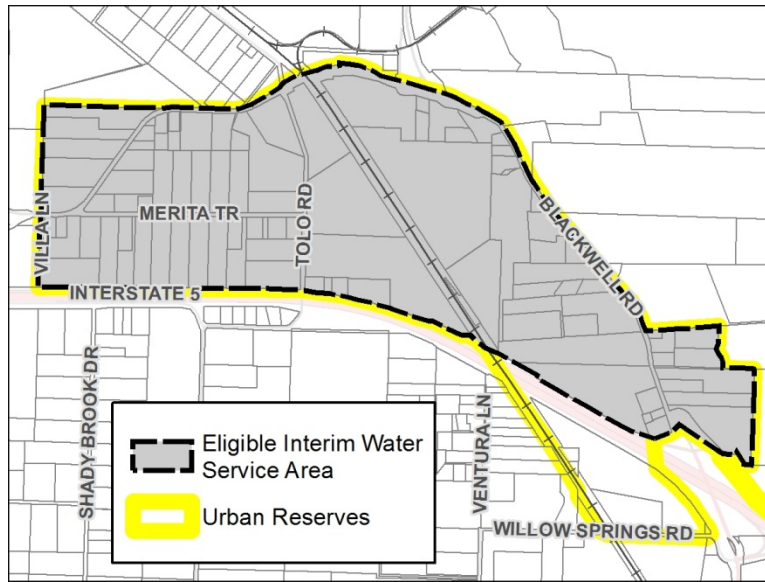
**17.60.220 Interim Water Service and Development Standards**

**17.60.220 Interim Water Service and Development Standards.**

**A. Purpose.** The purpose of this Section is to establish regulations permitting interim water service for new development within CP-1B where the municipal public water system cannot be immediately extended but where traded sector and support uses will produce economic growth and development.

**B. Applicability.** This Section shall apply exclusively to lands located within the area shown on the below map (the eligible lands) upon inclusion in the City's Urban Growth Boundary and

annexation to the City. Nothing in this Section shall be construed to waive or otherwise interfere with the authority of the Oregon Water Resources Department, nor shall this ordinance prevent the repair or replacement of existing domestic wells which supply existing dwellings, nor shall it prevent the issuance of well permits for residential uses where such land is under the jurisdiction of Jackson County and zoned to permit residential uses.



C. **Interim Water Service Needs Agreement.** Before eligible lands are included within the City's Urban Growth Boundary the owner of the land shall enter into an Interim Water Service Needs Agreement on forms that the City will provide which acknowledges that:

1. A public water system is not available and that it is the owners responsibility, at time of development, to demonstrate the owners ability to provide, both physically and financially, adequate private water service for the proposed development;
2. At such time as a public water system becomes available it will be the owner's responsibility, at the owner's sole cost and expense, to connect to the public water system; and
3. Prior to issuance of a Development Permit the owner will apply for and obtain an Interim Water Service Agreement pursuant to Subsection D.

D. **Interim Water Service Agreement.** At time of a development proposal the owner shall enter into an Interim Water Service Agreement with the City. The Agreement shall be entered into prior to final plat approval for a partition or subdivision, or the issuance of a building permit by the City, and shall demonstrate compliance with the following standards:

1. After consulting with Fire District #3, an Applicant for interim water service shall cause the preparation and submittal of engineered plans to Fire District #3. The engineered plans shall identify the minimum domestic and fire suppression water needs, the proposed water source, storage and distribution facilities necessary to meet the minimum water needs for both domestic use and fire suppression. The engineered plans shall be prepared by a qualified

professional engineer licensed in Oregon that bears his/her professional stamp and seal and shall include an engineer's estimate of the cost to construct the water system per the approved engineered plans.

2. The engineered interim water service plans shall be submitted to Fire District #3 which will have sole authority to determine, on behalf of the City, whether the plans comply with the following standards and provided that reasonable and appropriate conditions may be attached by Fire District #3 to the approved plans :
  - a) **Minimum Water Source, Water Storage, and Water Pressure Standards.** The engineering plans shall comply with and be governed by Oregon law, including the 2010 Oregon Fire Code, as amended, with respect to water source, water storage, minimum water pressure for domestic and fire suppression purposes, and for any other matter concerning the engineering and delivery of interim water service pursuant to this Section. An applicant shall provide evidence sufficient from the Oregon Water Resources Department to establish a lawful right to use ground or surface water to supply interim water service.

Water Quality. Water supplied by groundwater for interim water service and which is intended for human consumption shall meet State of Oregon water quality standards for drinking water. Wells shall be tested annually for quality in accordance with Oregon law .
  - b) **Approval of Engineered Plans for Interim Water Service.** Fire District #3 shall approve the engineered plans when such plans are deemed to comply with the standards for service set forth in above Subsection (D)(2)(a). Fire District #3 will transmit a copy of the approved engineering plans and cost estimate to the City promptly following its approval, along with any conditions recommended to be incorporated into the Interim Water Service Agreement. The City may then enter into an Interim Water Service Agreement with the property owner.
  - c) As a condition of the Interim Water Service Agreement the Applicant shall be required to ~~provide security in the form of a bond, a letter of credit in a form acceptable to the City, or cash in lieu of a bond to the City~~complete construction of the approved interim water system prior to issuance of a Certificate of Occupancy~~assuring completion of the interim water system per the approved engineered plans. The security shall be secured prior to final approval of a development permit.~~
3. **Oregon Water Resources Department.** Prior to issuance of a building permit or final plat the Applicant shall provide the City with verification by the Oregon Water Resources Department that the project is exempt, or has obtained the necessary permits from the Oregon Water Resources Department.

E. **Limitations on Interim Water Service.** Interim water service in accordance with this Section and as a prerequisite to the issuance of Development Permits shall only be approved for industrial,



commercial and institutional uses and supporting uses thereof. Residential uses other than those in conjunction with permitted industrial, commercial and institutional uses, are not eligible to receive approval for interim water service. However, nothing in this Section shall be construed to prevent the repair or replacement of existing domestic wells which supply existing dwellings, nor shall it prevent the issuance of well permits for residential uses where such land is under the jurisdiction of Jackson County and zoned to permit residential uses.

**F. Duration of Interim Water Service.** Once an Interim Water Service Agreement is approved by the City, interim water services may be installed, subject to approval by the Oregon Water Resources Department, by the owner and continued to be used in accordance with the terms of the Agreement and this Section until such time that:

1. A permanent public water supply and delivery system is installed in the area and adequate water supply mains are located within 300 feet of any property authorized for interim water service or otherwise meets the requirements of the Central Point Municipal Code. At such time as a public water system is available the City will provide written notice to the owner who shall be required within ninety (90) days or such greater time as the parties may agree to properly abandon the interim water system, and connect to the public water system. Such connection shall be at the owner's sole cost and expense. It is further provided that nothing in this Section shall prevent the City, at its sole discretion, to permit the continued use of interim water for landscape irrigation or for any other lawful purpose after connection to a permanent public water system. Where it is proposed and lawfully permissible to interconnect the interim and public water systems, proper backflow prevention device(s) shall be installed; and
2. Additional development is proposed on the property, or additional off-site development that will jointly use the interim water system approved by the Agreement, at which time an amended Agreement will be required.

**G. Shared Services.** Authorized interim water service provided by one or more wells located on a parcel may be permissibly shared, subject to approval by the Oregon Water Resources Department, with other adjacent and nearby properties subject to an amended Interim Water Service Agreement, prepared in accordance with Section D that includes all affected properties.

**H. Binding Agreement.** Approval of an Interim Water Service Needs Agreement and an Interim Water Service Agreement by the City shall be in the form of a binding, civilly enforceable legal contract between the City and owner of the property for which interim water service approval is sought. Both the Interim Water Service Needs Agreement and the Interim Water Service Agreement shall be recorded and run with the land and be binding upon successors in interest. Upon connection to a public water system the Interim Water Service Needs Agreement and the Interim Water Service Agreement shall be terminated pending City's approval, after which the termination shall be recorded.

**PASSED** by the Council and signed by me in authentication of its passage this \_\_\_\_ day of July 2014.

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

ATTEST:

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

# **Resolution**

## **Adopting Agreement Between Twin Creeks and the City**



**STAFF REPORT**

July 24, 2014

**AGENDA ITEM:**

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Resolution Adopting an Agreement between the City of Central Point and Twin Creeks Development, Inc. Restating Responsibility and Committing to Finish Required Public Improvements

**STAFF SOURCE:**

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Tom Humphrey AICP, Community Development Director

**BACKGROUND:**

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As part of the approval for Twin Creeks Transit-Oriented Development (TOD), the developer agreed to participate in certain infrastructure improvements as set forth in the Master Plan. Previously, there was a Pre-Annexation Development Agreement setting forth the developer’s and the City’s responsibilities with respect to completing the identified improvements. The Pre-Annexation Agreement expired in 2008 and a new agreement needs to be adopted restating responsibilities. This agreement is even more important now that the City is expected to match funding it will receive from the State of Oregon. Attachment A is a Resolution that includes a new agreement as Exhibit “A. The general scope of the Agreement has been discussed with the City Council in the past and, based on earlier comments the agreement was prepared and has been signed by the Twin Creeks investors.

**ISSUES:**

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There are no real issues with this item because the parties have mutually agreed to the recitals and substance of the agreement. It should be understood that approval of the resolution is limited to this agreement with Twin Creeks Development. A separate resolution will be presented to the City Council to accept an award of state funding to complete a new railroad crossing.

Staff is prepared to explain current events and answer any questions the Council may have.

**ATTACHMENTS:**

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Attachment “A” – Resolution No. \_\_\_\_ A Resolution Adopting an Agreement Between Twin Creeks Development CO., LLC and the City of Central Point

**ACTION/RECOMMENDATION:**

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Approve Resolution No. \_\_\_\_ A Resolution Adopting an Agreement Between Twin Creeks Development CO., LLC and the City of Central Point.

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

**A RESOLUTION ADOPTING AN AGREEMENT BETWEEN TWIN CREEKS DEVELOPMENT CO., LLC AND THE CITY OF CENTRAL POINT**

WHEREAS, the City approved the Twin Creeks Transit-Oriented Development as an amendment to its Comprehensive Plan in 2001; and

WHEREAS, a Pre-Annexation Development Agreement was also adopted in 2001 in support of the Comprehensive Plan amendments to ensure the construction of various infrastructure projects in the development including the Twin Creeks/Highway 99 at-grade railroad crossing; and

WHEREAS, the Pre-Annexation Development Agreement has expired and a subsequent agreement is necessary to ensure the construction of transportation and utility improvements; and

WHEREAS, the Twin Creeks/Highway 99 at-grade railroad crossing is identified in the City's 2008 Transportation System Plan (TSP) as a high priority Tier 1, Short-term project (Project No. 202); and

WHEREAS, the completion of the Twin Creeks/Highway 99 at-grade railroad crossing is critical to subsequent commercial development in Twin Creeks and economic development in the City of Central Point; and

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

NOW, THEREFORE, THE CITY OF CENTRAL POINT RESOLVES AS FOLLOWS, to enter into an agreement with Twin Creeks Development Co. LLC in the manner stated in said agreement which is Exhibit "A".

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

PASSED by the City Council and signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

# Exhibit A

## TWIN CREEKS TRANSIT ORIENTED DEVELOPMENT AGREEMENT

Effective Date:

Parties:

City of Central Point (“City”)  
140 South Third Street  
Central Point, OR 97502

Twin Creek Development Co., LLC (“Developer”)  
P.O. Box 3577  
Central Point, OR 97502

Recitals:

- A. Developer is the owner of real property located in Jackson County, Oregon more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, located within the Twin Creeks TOD Master Plan. A copy of the Twin Creeks TOD Master Plan Map is attached hereto as Exhibit “B” (the “Subject Property”).
- B. In 2001, Developer applied for, and City approved, a Pre-Annexation Development Agreement and Master Plan for the Central Point Transit-Oriented District (“TOD”). As part of that agreement, Developer agreed to make a number of transportation and utility improvements to provide service to the Subject Property. Those improvements were incorporated into the Master Plan as conditions of approval. The improvements include, without limitation, railroad crossing and intersection improvements for a new TOD Crossing and upgrades at Twin Creeks Crossing (extended) and Highway 99 per Oregon Public Utilities Commission and ODOT requirements (the “Railroad Crossing”).
- C. Throughout the course of development of the Subject Property, City contributed substantial improvements to the transportation infrastructure improvements required of Developer under the Master Plan. Further, City has applied for a grant to aid Developer with the costs of the Railroad Crossing. Such grant will not cover the full cost of the Railroad Crossing and Developer will be required to contribute a share of the costs of the crossing in lieu of making the full improvements itself.
- D. As City is relying upon Developer’s contribution to the Railroad Crossing in applying for the grant, and Developer no longer owns all of the land within the

Master Plan area, the parties desire to clarify and assure the performance of Developer's obligations related to the Railroad Crossing.

Agreement:

1. The recitals are incorporated into this Agreement and made a part hereof.
2. As Developer's share of the cost of improving the Railroad Crossing, Developer shall:
  - a. Prior to October 1, 2014 obtain the necessary permits from federal, state and local agencies for construction of the extension of utilities and the pavement of Twin Creeks Crossing from the current terminus easterly to the railroad right-of-way improvements as identified in the drawings entitled "Griffin Creek Overflow Flood Mitigation Plan" dated March 11, 2013, which is attached hereto as Exhibit "C", and complete construction of same no later than October 1, 2015. To secure such obligation, a personal guaranty shall be required, in substantially the form attached hereto as Exhibit "D". If Developer fails to complete construction within the time provided herein, the City may, at its option, make such improvements on Developer's behalf and seek reimbursement for such improvements from Developer, and/or its Guarantor as provided in the personal guaranty attached hereto as Exhibit "D"; and
  - b. Pay to the City into the Railroad Crossing Account the following amounts: No later than December 1, 2014 cash in the amount of \$125,000.00. No later than December 1, 2015 cash in the additional amount of \$125,000.00. No later than December 1, 2016 cash in the additional amount of \$125,000.00. No later than July 1, 2017 cash in the additional amount of \$125,000.00. To secure such obligation, a personal guaranty shall be required, in substantially the form attached hereto as Exhibit "D".
    - i. In the event any payment required of Developer pursuant to this agreement becomes past due for a period of 10 days or more, the principal balance owing pursuant to this Agreement shall, automatically and without further notice to Developer, accrue interest at the rate of twelve percent (12%) per annum until such time as the delinquent payment is paid ("Default Interest"). City may treat the failure to pay such additional interest as a default hereunder. The acceptance of payments or performance by City shall not be deemed a waiver of City's right to collect Default Interest. Interest shall be calculated on the basis of a 30-day month and a 360-day year.
    - ii. In the event construction of the railroad crossing is abandoned by the City and said abandonment is replaced by an alternative route;

which actions shall be acknowledged in the City's Transportation System Plan ("TSP), then the City shall have the authority to use the payments for the designated alternative route. If the City abandons construction of the railroad crossing and does not designate an alternative route; which action shall be acknowledged in the City's TSP, then the City shall refund the payments made by Developer under Section 6 herein, without interest.

3. In consideration for the City's contribution to the transportation improvements identified in the Master Plan approval, Developer agrees to waive all rights to reimbursement from the City for any current or future qualifying Street SDC fees for streets already built or proposed to be built within the Subject Property.
4. As additional consideration for the City's contribution to the transportation improvements identified in the Master Plan approval, Developer agrees to waive all rights to reimbursement from the City for any qualifying Parks SDC fees for parks already built or required to be built in the future within the Subject Property.
5. Nothing herein is intended to alter or modify the requirements to improve the streets, utilities and parks identified in the Master Plan, except as expressly modified herein.
6. This Agreement has been prepared on behalf of the City of Central Point. Developer has been advised that it should seek independent legal counsel as to the effect of this Agreement on its rights.



*Elaine Frost*

Dated: 7/3/2014

TWIN CREEKS DEVELOPMENT CO.,  
LLC

By: Bret Moore, Manager

“Developer”

CITY OF CENTRAL POINT

Dated: \_\_\_\_\_

By:  
Its:



**PROPERTY OWNED BY TWIN CREEKS DEVELOPMENT CO.,  
LLC as of 12-20-2013**

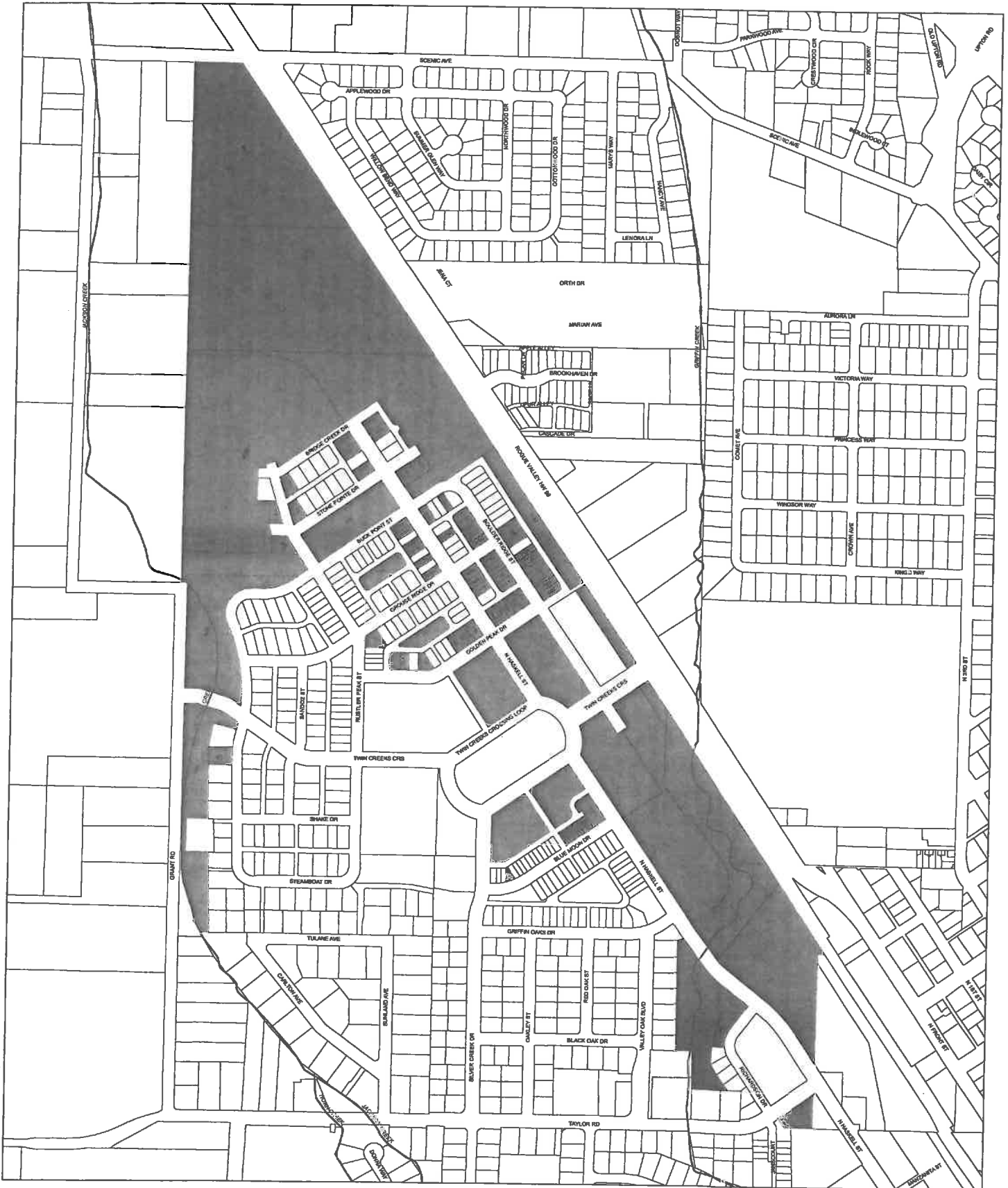
No.	ASSESSORS TAX LOT NO.	ASSESSORS ACCOUNT NO.	FEE OWNER
1	372W03DC3400	10140165	TWIN CREEKS DEVELOPMENT COMPANY, LLC
2	372W03CA900	10985724	TWIN CREEKS DEVELOPMENT COMPANY, LLC
3	372W03CA1500	10985726	TWIN CREEKS DEVELOPMENT COMPANY, LLC
4	372W03CA1600	10985725	TWIN CREEKS DEVELOPMENT COMPANY, LLC
5	372W03DB900	10985507	TWIN CREEKS DEVELOPMENT COMPANY, LLC
6	372W03CA126	10985748	TWIN CREEKS DEVELOPMENT COMPANY, LLC
7	372W03DC3402	10980147	TWIN CREEKS DEVELOPMENT COMPANY, LLC
8	372W03DC3409	10980154	TWIN CREEKS DEVELOPMENT COMPANY, LLC
9	372W03DC3411	10985594	TWIN CREEKS DEVELOPMENT COMPANY, LLC
10	372W03B1601	10631951	TWIN CREEKS DEVELOPMENT COMPANY, LLC
11	372W03CB7101	10986679	TWIN CREEKS DEVELOPMENT COMPANY, LLC
12	372W03BD4000	10986373	TWIN CREEKS DEVELOPMENT COMPANY, LLC
13	372W03BD4100	10986372	TWIN CREEKS DEVELOPMENT COMPANY, LLC
14	372W03CA704	10986692	TWIN CREEKS DEVELOPMENT COMPANY, LLC
15	372W03BD2900	10986398	TWIN CREEKS DEVELOPMENT COMPANY, LLC
16	372W03BC2700	10986415	TWIN CREEKS DEVELOPMENT COMPANY, LLC
17	372W03CA111	10985733	TWIN CREEKS DEVELOPMENT COMPANY, LLC
18	372W03CA130	10985752	TWIN CREEKS DEVELOPMENT COMPANY, LLC
19	372W03BD3800	10986375	TWIN CREEKS DEVELOPMENT COMPANY, LLC
20	372W03CA801	10986694	TWIN CREEKS DEVELOPMENT COMPANY, LLC
21	372W03BD2000	10986395	TWIN CREEKS DEVELOPMENT COMPANY, LLC
22	372W03BD2100	10986405	TWIN CREEKS DEVELOPMENT COMPANY, LLC
23	372W03BC2500	10986413	TWIN CREEKS DEVELOPMENT COMPANY, LLC
24	372W03BD3203	10986685	TWIN CREEKS DEVELOPMENT COMPANY, LLC
25	372W03CA702	10986690	TWIN CREEKS DEVELOPMENT COMPANY, LLC
26	372W03BC800	10986407	TWIN CREEKS DEVELOPMENT COMPANY, LLC
27	372W03BD4200	10986369	TWIN CREEKS DEVELOPMENT COMPANY, LLC
28	372W03CB7200	10986421	TWIN CREEKS DEVELOPMENT COMPANY, LLC
29	372W03BC2000	10986429	TWIN CREEKS DEVELOPMENT COMPANY, LLC
30	372W03B1800	10196422	TWIN CREEKS DEVELOPMENT COMPANY, LLC
31	372W03BC900	10986408	TWIN CREEKS DEVELOPMENT COMPANY, LLC
32	372W03CA703	10986691	TWIN CREEKS DEVELOPMENT COMPANY, LLC
33	372W03CA802	10986695	TWIN CREEKS DEVELOPMENT COMPANY, LLC
34	372W03CA803	10986696	TWIN CREEKS DEVELOPMENT COMPANY, LLC
35	372W03BD3201	10986683	TWIN CREEKS DEVELOPMENT COMPANY, LLC
36	372W03CA114	10985736	TWIN CREEKS DEVELOPMENT COMPANY, LLC
37	372W03BD3200	10986399	TWIN CREEKS DEVELOPMENT COMPANY, LLC
38	372W03BD2300	10986396	TWIN CREEKS DEVELOPMENT COMPANY, LLC
39	372W03BD3500	10986378	TWIN CREEKS DEVELOPMENT COMPANY, LLC
40	372W03BD3600	10986377	TWIN CREEKS DEVELOPMENT COMPANY, LLC

# EXHIBIT "A"

No.	ASSESSORS TAX LOT NO.	ASSESSORS ACCOUNT NO.	FEE OWNER
41	372W03BD3300	10986401	TWIN CREEKS DEVELOPMENT COMPANY, LLC
42	372W03CA800	10986400	TWIN CREEKS DEVELOPMENT COMPANY, LLC
43	372W03CA1100	10985722	TWIN CREEKS DEVELOPMENT COMPANY, LLC
44	372W03CA1200	10985721	TWIN CREEKS DEVELOPMENT COMPANY, LLC
45	372W03BC700	10986393	TWIN CREEKS DEVELOPMENT COMPANY, LLC
46	372W03BD3202	10986684	TWIN CREEKS DEVELOPMENT COMPANY, LLC
47	372W03CA804	10986697	TWIN CREEKS DEVELOPMENT COMPANY, LLC
48	372W03CB7100	10986420	TWIN CREEKS DEVELOPMENT COMPANY, LLC
49	372W03C101	10633028	TWIN CREEKS DEVELOPMENT COMPANY, LLC
50	372W03CA108	10985730	TWIN CREEKS DEVELOPMENT COMPANY, LLC
51	372W03CA113	10985735	TWIN CREEKS DEVELOPMENT COMPANY, LLC
52	372W03BC2200	10986410	TWIN CREEKS DEVELOPMENT COMPANY, LLC
53	372W03BC2300	10986411	TWIN CREEKS DEVELOPMENT COMPANY, LLC
54	372W03CA109	10985731	TWIN CREEKS DEVELOPMENT COMPANY, LLC
55	372W03C138	10985727	TWIN CREEKS DEVELOPMENT COMPANY, LLC
56	372W03CB7103	10986681	TWIN CREEKS DEVELOPMENT COMPANY, LLC
57	372W03CA1400	10985728	TWIN CREEKS DEVELOPMENT COMPANY, LLC
58	372W03BD1700	10986394	TWIN CREEKS DEVELOPMENT COMPANY, LLC
59	372W03BD2600	10986397	TWIN CREEKS DEVELOPMENT COMPANY, LLC
60	372W03CA110	10985732	TWIN CREEKS DEVELOPMENT COMPANY, LLC
61	372W03CA112	10985734	TWIN CREEKS DEVELOPMENT COMPANY, LLC
62	372W03CA705	10986693	TWIN CREEKS DEVELOPMENT COMPANY, LLC
63	372W03BD1300	10986390	TWIN CREEKS DEVELOPMENT COMPANY, LLC
64	372W03BD3302	10986687	TWIN CREEKS DEVELOPMENT COMPANY, LLC
65	372W03BD3900	10986374	TWIN CREEKS DEVELOPMENT COMPANY, LLC
66	372W03BD3301	10986686	TWIN CREEKS DEVELOPMENT COMPANY, LLC
67	372W03BD3100	10986380	TWIN CREEKS DEVELOPMENT COMPANY, LLC
68	372W03BC201	10991725	TWIN CREEKS DEVELOPMENT COMPANY, LLC
69	372W03CA107	10985595	TWIN CREEKS DEVELOPMENT COMPANY, LLC
70	372W03BD3700	10986376	TWIN CREEKS DEVELOPMENT COMPANY, LLC
71	372W03CB6600	10986445	TWIN CREEKS DEVELOPMENT COMPANY, LLC
72	372W03BC354	10998395	TWIN CREEKS DEVELOPMENT COMPANY, LLC
73	372W03BC316	10998387	TWIN CREEKS DEVELOPMENT COMPANY, LLC
74	372W03BC318	10998389	TWIN CREEKS DEVELOPMENT COMPANY, LLC
75	372W03BC319	10998390	TWIN CREEKS DEVELOPMENT COMPANY, LLC
76	372W03BC303	10998373	TWIN CREEKS DEVELOPMENT COMPANY, LLC
77	372W03BC300	10633036	TWIN CREEKS DEVELOPMENT COMPANY, LLC
78	372W03BC310	10998381	TWIN CREEKS DEVELOPMENT COMPANY, LLC
79	372W03BC308	10998379	TWIN CREEKS DEVELOPMENT COMPANY, LLC
80	372W03BC309	10998380	TWIN CREEKS DEVELOPMENT COMPANY, LLC
81	372W03BC306	10998377	TWIN CREEKS DEVELOPMENT COMPANY, LLC
82	372W03BC305	10998376	TWIN CREEKS DEVELOPMENT COMPANY, LLC
83	372W03BC307	10998378	TWIN CREEKS DEVELOPMENT COMPANY, LLC
84	372W03BC100	10883813	TWIN CREEKS DEVELOPMENT COMPANY, LLC

# EXHIBIT "A"

No.	ASSESSORS TAX LOT NO.	ASSESSORS ACCOUNT NO.	FEE OWNER
85	372W03BC200	10196414	TWIN CREEKS DEVELOPMENT COMPANY, LLC
86	372W03DC3303	10985506	TWIN CREEKS DEVELOPMENT COMPANY, LLC
87	372W03C208	10782603	TWIN CREEKS DEVELOPMENT COMPANY, LLC
88	372W03CB5700	10984649	TWIN CREEKS DEVELOPMENT COMPANY, LLC



**Legend**

■ TWIN CREEK DEVELOP CO LLC

# TWIN CREEKS TRANSIT-ORIENTED DEVELOPMENT

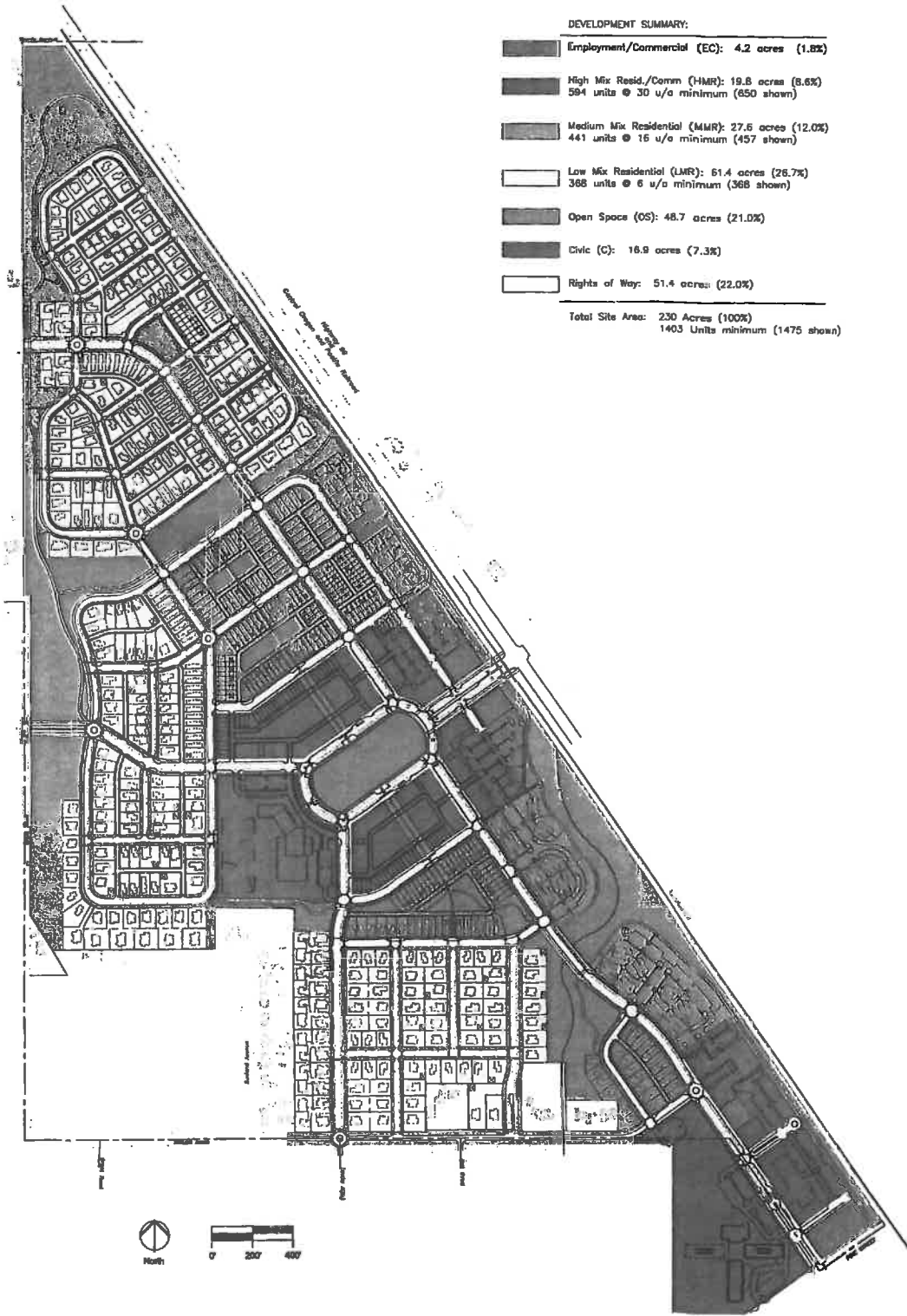
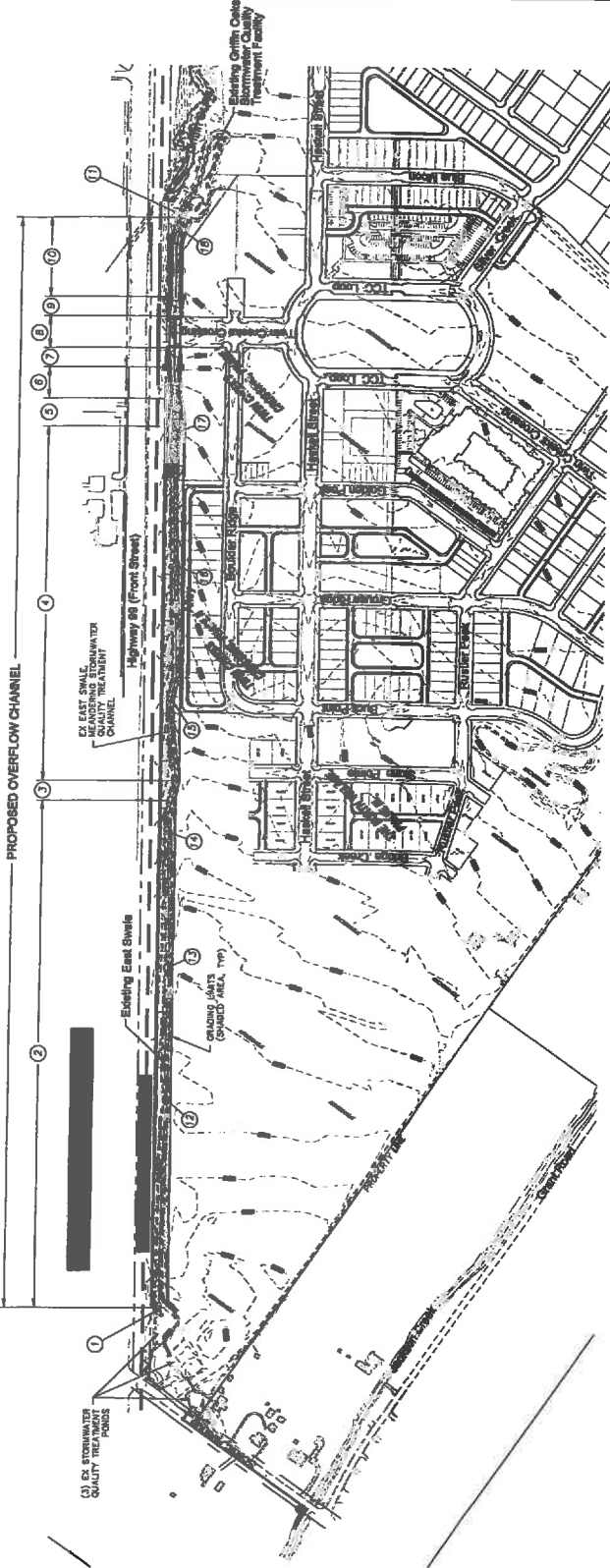


Exhibit 18, Land Use Plan



**PROPOSED OVERFLOW CHANNEL**

- Construction Notes:**
1. Station 0+00 to 0+100.00. See Station 0+00.00 for details. Channel 7' x 12' with 1:1 slopes. See Station 0+00.00 for details.
  2. Station 0+100.00 to 0+200.00. See Station 0+100.00 for details. Channel 7' x 12' with 1:1 slopes. See Station 0+100.00 for details.
  3. Station 0+200.00 to 0+300.00. See Station 0+200.00 for details. Channel 7' x 12' with 1:1 slopes. See Station 0+200.00 for details.
  4. Station 0+300.00 to 0+400.00. See Station 0+300.00 for details. Channel 7' x 12' with 1:1 slopes. See Station 0+300.00 for details.
  5. Station 0+400.00 to 0+500.00. See Station 0+400.00 for details. Channel 7' x 12' with 1:1 slopes. See Station 0+400.00 for details.
  6. Station 0+500.00 to 0+600.00. See Station 0+500.00 for details. Channel 7' x 12' with 1:1 slopes. See Station 0+500.00 for details.
  7. Station 0+600.00 to 0+700.00. See Station 0+600.00 for details. Channel 7' x 12' with 1:1 slopes. See Station 0+600.00 for details.
  8. Station 0+700.00 to 0+800.00. See Station 0+700.00 for details. Channel 7' x 12' with 1:1 slopes. See Station 0+700.00 for details.

**INDEX OF SHEETS**

SHEET NO.	DESCRIPTION
1	Overview - Proposed Overflow Channel
2	Upper Channel Plan and Profile
3	Lower Channel Plan and Profile
4	Channel Typical Sections/Channel Horizontal Elevation
5	Channel Typical Sections/Channel Vertical Elevation
E1	Enable Control Plan - Upper Channel
E2	Enable Control Plan - Lower Channel
E3	Enable Control Plan - our Details

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 CENTRAL POINT, COLORADO 80908

**APPROVED BY:** [Signature] DATE: [Blank]  
**REVISION:** [Blank]

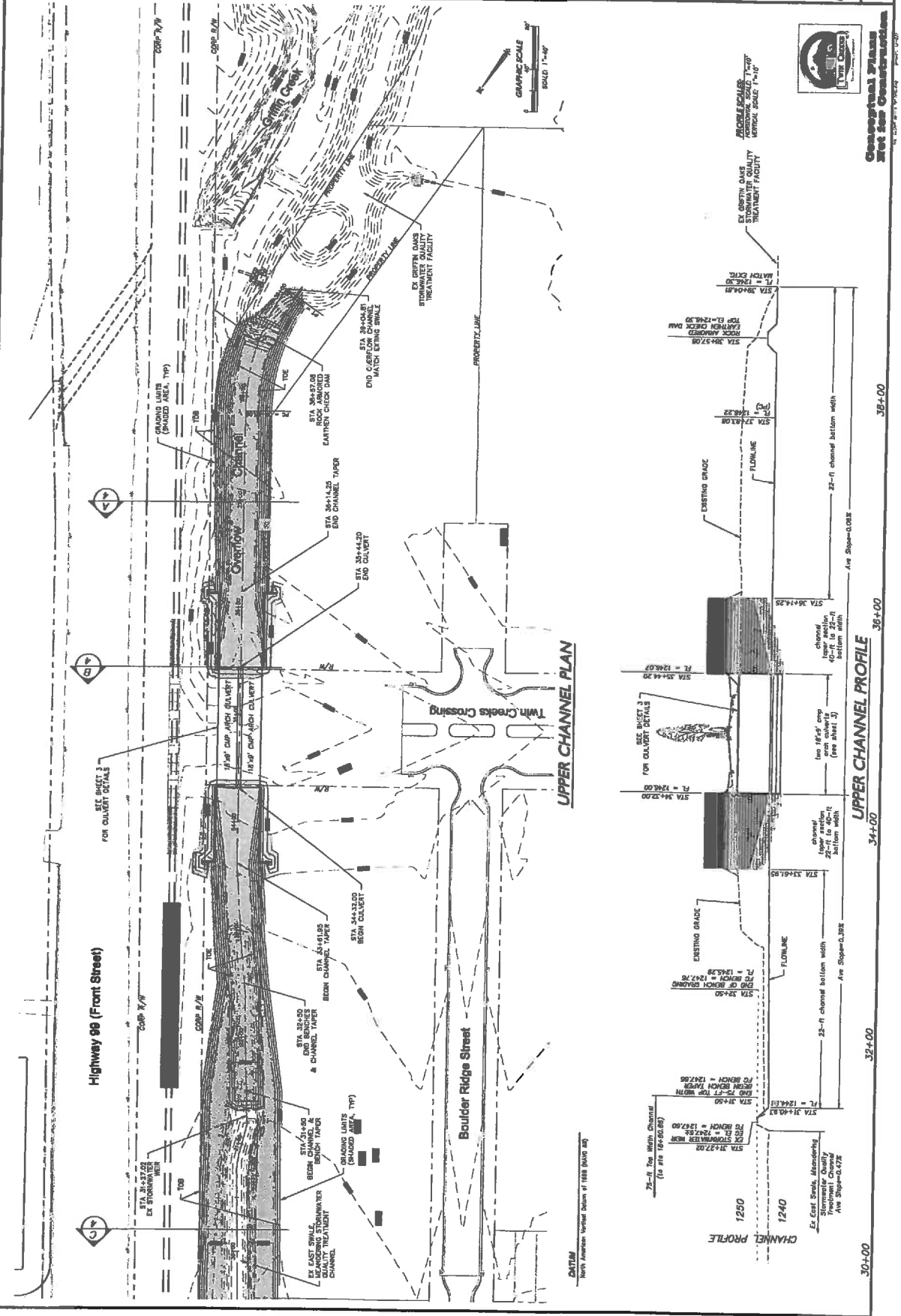
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**GRiffin CREEK OVERFLOW**  
**FLOOD MITIGATION PLAN**  
 Conditional Letter of Map Revision  
 Upper Channel Plan & Profile

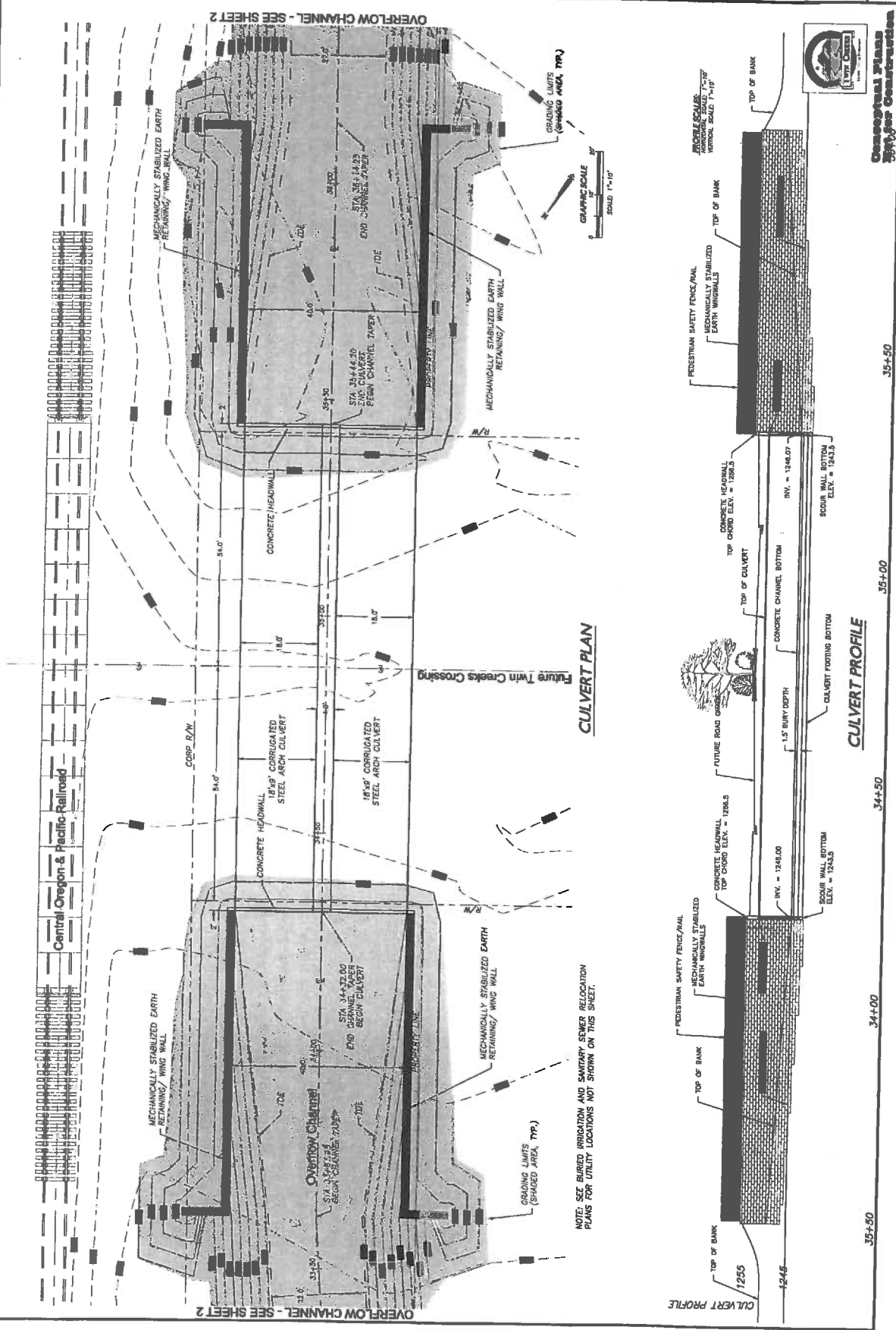
**PROFESSIONAL ENGINEER**  
 STATE OF COLORADO  
 LICENSE NO. 107171

**GRAPHIC SCALE**  
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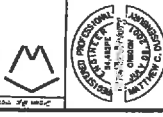
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 VERTICAL: 1" = 4'

**SHEET NO. 2**









NO.	REVISION	DATE	BY

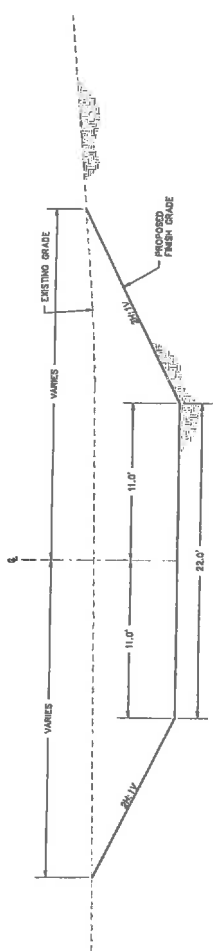


CITY OF CENTRAL POINT  
 FLOOD MITIGATION PLAN  
 GRIFIN CREEK OVERFLOW  
 Flood Mitigation Plan  
 Conditional Letter of Map Revision  
 Typ Channel Section Headwall Elevation

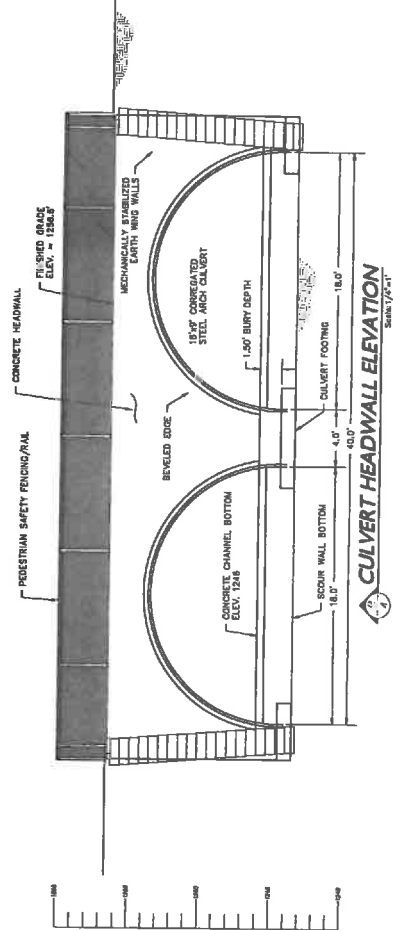
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 DATE: 12/12/23



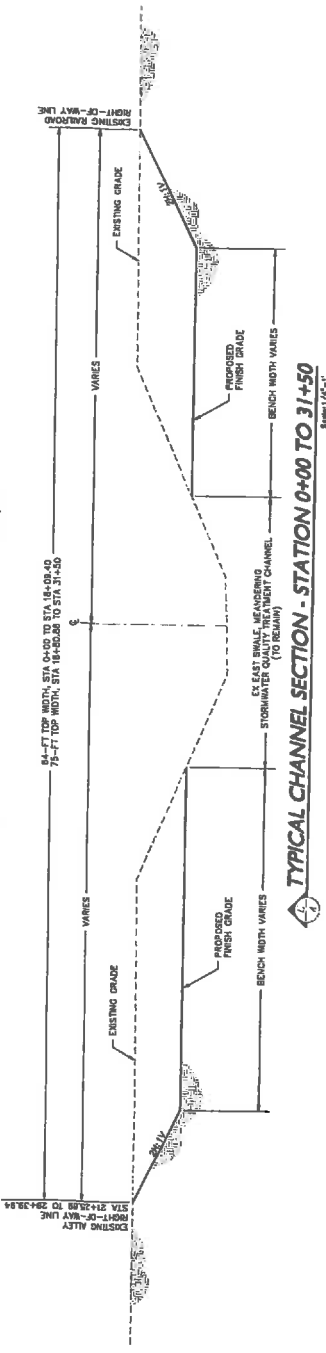
Conceptual Plans  
 Not for Construction



TYPICAL CHANNEL SECTION - STATION 32+50 TO CROSSING & ABOVE  
 Scale: 1/4"=1'



CULVERT HEADWALL ELEVATION  
 Scale: 1/4"=1'



TYPICAL CHANNEL SECTION - STATION 0+00 TO 31+50  
 Scale: 1/4"=1'

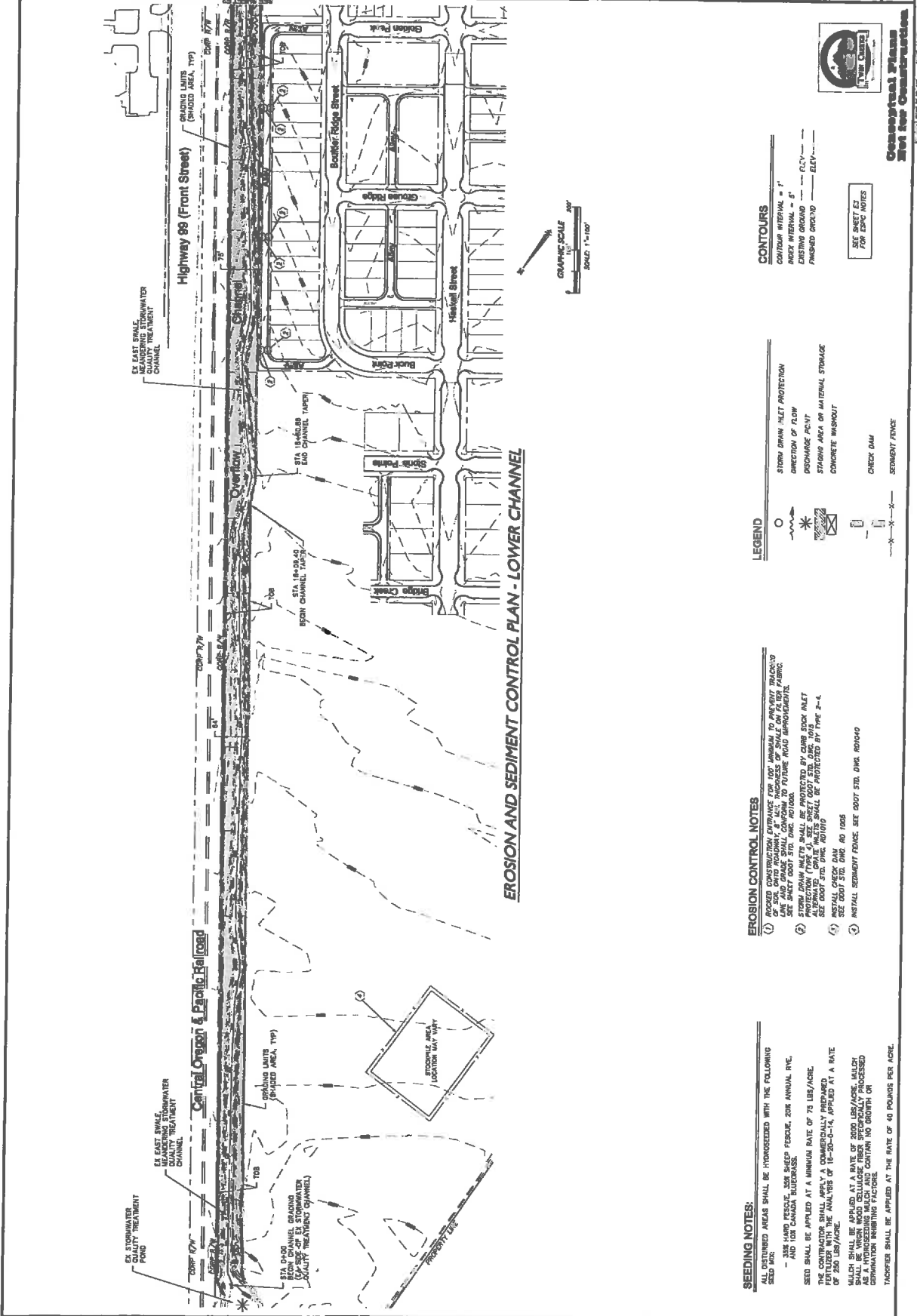


WHEATSTONE  
ENGINEERING, INC.  
OFFICE (503) 644-3044  
1430 SW 15TH AVE. SUITE 201  
CENTRAL POINT, OREGON 97502



NO.	REVISION	DATE
APPROVED BY:		
DATE:		

CITY OF CENTRAL POINT  
GRIFFIN CREEK OVERFLOW  
FLOOD MITIGATION PLAN  
Conditional Letter of Map Revision  
Erosion and Sediment Control Plan - Lower Channel



**CONTOURS**  
 CONTOUR INTERVAL = 1'  
 AREA INTERVAL = 5'  
 EXISTING GROUND --- ELEV. ---  
 FINISHED GROUND --- ELEV. ---

**LEGEND**

- STORM DRAIN INLET PROTECTION
- DIRECTION OF FLOW
- ⊛ DISCHARGE PILE
- ▨ STAGING AREA OR MATERIAL STORAGE
- CONCRETE WALKOUT
- CHECK DAM
- SEDIMENT FENCE

**EROSION CONTROL NOTES**

- 1) ROCKED CONSTRUCTION ENTRANCE FOR LOT MINIMUM TO PREVENT TRACKING OF SOIL TO ADJACENT STREETS AND DRIVEWAYS. SEE SHEET 0001 STD. DING. 0101000.
- 2) PROTECTION (TYPE 3) SHALL BE PROTECTED BY TYPE 3-A. SEE SHEET 0001 STD. DING. 0101000.
- 3) INSTALL CHECK DAM.
- 4) INSTALL SEDIMENT FENCE. SEE 0001 STD. DING. 0101000.

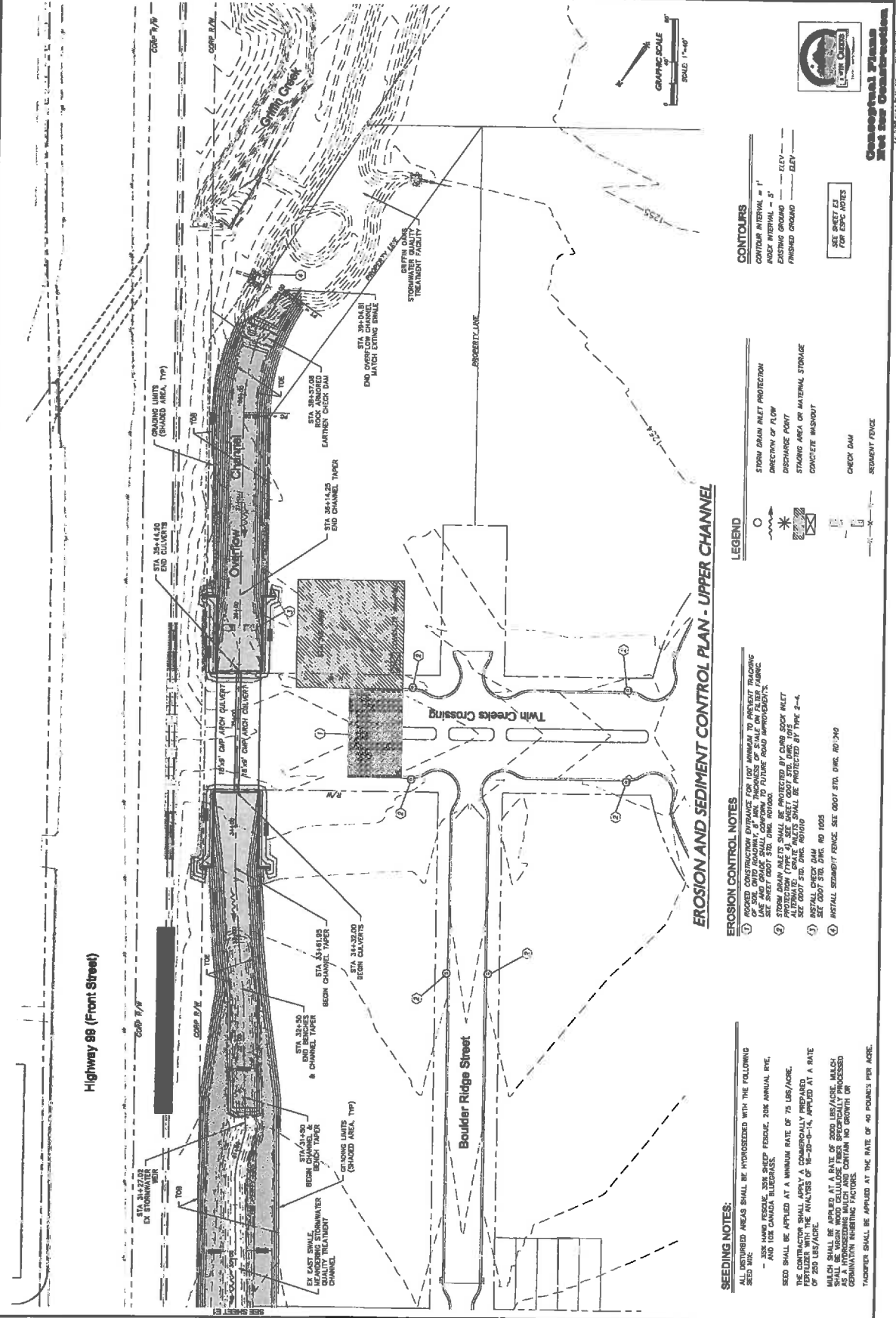
**SEEDING NOTES:**

ALL DISTURBED AREAS SHALL BE HYDROSEED WITH THE FOLLOWING SEED MIX:  
 - 50% HARD FESCUE, 30% SHEEP FESCUE, 20% ANNUAL RYE, AND 10% CANADIAN BLUEGRASS.

SEED SHALL BE APPLIED AT A MINIMUM RATE OF 75 LBS/ACRE. FERTILIZER SHALL APPLY A COMMERCIALY PREPARED FERTILIZER WITH THE ANALYSIS OF 18-20-0-14, APPLIED AT A RATE OF 250 LBS/ACRE.

MULCH SHALL BE APPLIED AT A RATE OF 2000 LBS/ACRE. MULCH SHALL BE APPLIED AS A HYDROSEEDING MULCH AND CONTAIN NO GROWTH OR GERMINATION INHIBITING FACTORS.

FACEDAMER SHALL BE APPLIED AT THE RATE OF 40 POUNDS PER ACRE.



**CONTOURS**  
 CONTOUR INTERVAL = 1'  
 INDEX INTERVAL = 5'  
 EXISTING GROUND ——— ELEV  
 FINISHED GROUND ——— ELEV

**LEGEND**

- STORM DRAIN INLET PROTECTION
- DIRECTION OF FLOW
- DISCHARGE POINT
- ▨ STAGING AREA OR MATERIAL STORAGE
- ▩ CONCRETE WASHOUT
- ▭ CHECK DAM
- ▮ SEDIMENT FENCE

**EROSION CONTROL NOTES**

- 1) PROPOSED CONSTRUCTION ENTRANCE FOR 100' MINIMUM TO PREVENT TRACKING OF SOIL. OVER ROADWAY, 6" MIN. THICKNESS OF SCALE ON FLAT. PAVED. SEE SHEET GOOT STD. DWG. RD1000.
- 2) STORM DRAIN INLETS SHALL BE PROTECTED BY CURB SOCK INLET ALTERNATE. GULCH INLETS SHALL BE PROTECTED BY TYPE 3-4. SEE GOOT STD. DWG. RD1010.
- 3) INSTALL CHECK DAM
- 4) INSTALL SEDIMENT FENCE. SEE GOOT STD. DWG. RD1040

**SEEDING NOTES:**  
 ALL DISTURBED AREAS SHALL BE HYDROSEED WITH THE FOLLOWING SEED MIX:  
 - AND 10% CANADIAN BLUEGRASS.  
 SEED SHALL BE APPLIED AT A MINIMUM RATE OF 75 LBS./ACRE.  
 HYDROSEEDING SHALL APPLY A COMMERCIALY PREPARED FERTILIZER ANALYSIS OF 16-20-0-14, APPLIED AT A RATE OF 250 LBS./ACRE.  
 MULCH SHALL BE APPLIED AT A RATE OF 2000 LBS./ACRE. MULCH SHALL BE VIRGIN WOOD CELLULOSE FIBER SPHERICALLY PROCESSED CONTAINING NO GROWTH OR COMBINATION INHIBITING FACTORS.  
 FACILITY SHALL BE APPLIED AT THE RATE OF 40 POUNDS PER ACRE.

**EROSION CONTROL NOTES**

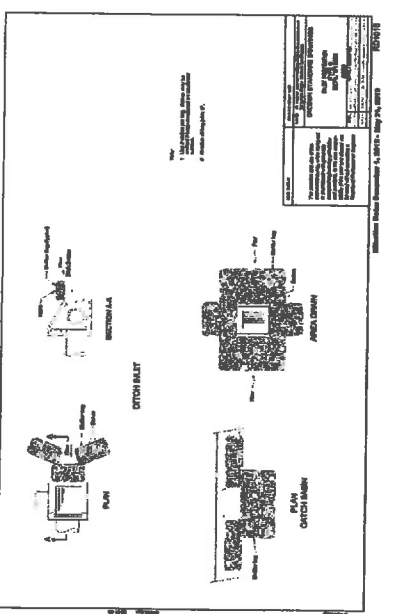
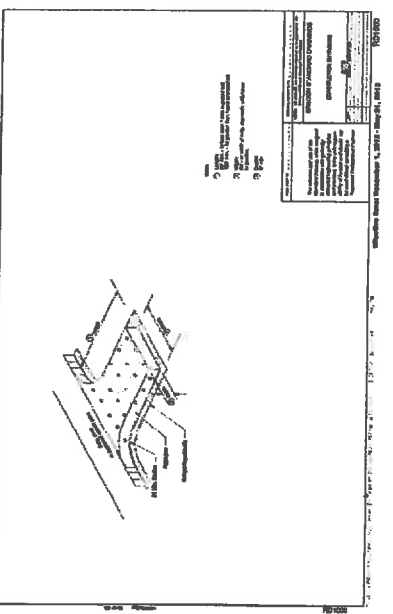
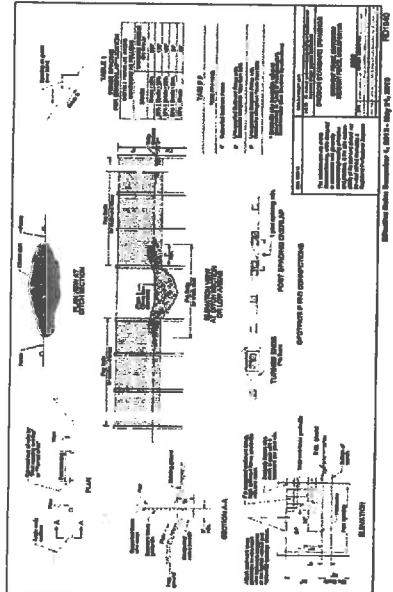
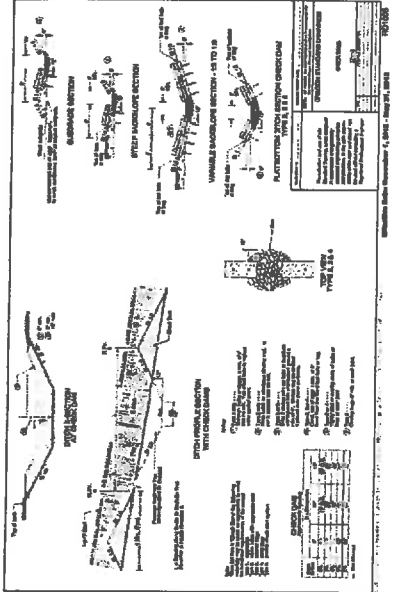
- 1) PROPOSED CONSTRUCTION ENTRANCE FOR 100' MINIMUM TO PREVENT TRACKING OF SOIL. OVER ROADWAY, 6" MIN. THICKNESS OF SCALE ON FLAT. PAVED. SEE SHEET GOOT STD. DWG. RD1000.
- 2) STORM DRAIN INLETS SHALL BE PROTECTED BY CURB SOCK INLET ALTERNATE. GULCH INLETS SHALL BE PROTECTED BY TYPE 3-4. SEE GOOT STD. DWG. RD1010.
- 3) INSTALL CHECK DAM
- 4) INSTALL SEDIMENT FENCE. SEE GOOT STD. DWG. RD1040

### STANDARD NOTES FOR EROSION CONTROL PLANS

1. THE EROSION/SEDIMENTATION CONTROL (ESC) PLAN DOES NOT INCLUDE THE LOCATION OF ROAD PILES, RESTRICTIONS, CHANNELS, RETENTION FACILITIES, ETC.
2. THE PLACEMENT OF THESE ESC PLANS AND THE CONSTRUCTION, MAINTENANCE, AND REMOVAL OF THESE ESC PLANS SHALL BE THE RESPONSIBILITY OF THE APPLICANT/CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.
3. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL OCCUR DURING THE DURATION OF CONSTRUCTION MAINTAINED BY THE APPLICANT/CONTRACTOR FOR THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE MAINTAINED AND MONITORED TO ENSURE THEY DO NOT LEAVE THE SITE.
4. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONALITY/CONSTRUCTION AND MAINTENANCE ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 48 HOURS FOLLOWING A STORM EVENT.
5. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE IN ANY OF THE ESC FACILITIES. THE ESC FACILITIES SHALL BE MAINTAINED AND CONVEYANCE LINES SHALL BE CLEARED PRIOR TO PAUSING THE CONSTRUCTION. ESC FACILITIES SHALL NOT BE ALLOWED TO OVERFLOW INTO THE DOWNSIDE DRAINAGE SYSTEM.
6. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF THE CONSTRUCTION PERIOD AND MAINTAINED THROUGHOUT THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.

### STANDARD NOTES FOR SEDIMENT FENCES

1. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE FENCE. THE FABRIC SHALL BE SECURED TO THE JOISTS BY HEAVY-DUTY WIRE STAPLES AT LEAST 12 INCHES ON CENTER AND SHALL NOT EXCEED MORE THAN 20 INCHES ABOVE THE GROUND SURFACE.
2. THE FILTER FABRIC SHALL BE INSTALLED TO PROTECT THE CONSTRUCTION PERIOD. THE FENCE PORTS SHALL BE SPACED A MINIMUM OF 10 FEET APART AND UNLESS OTHERWISE SPECIFIED, THE PORTS SHALL BE 24 INCHES.
3. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE SUPPORT FENCE SHALL BE INSTALLED TO PROTECT THE FILTER FABRIC FROM DAMAGE. THE HEAVY-DUTY WIRE STAPLES AT LEAST 12 INCHES ON CENTER AND SHALL NOT EXCEED MORE THAN 20 INCHES ABOVE THE GROUND SURFACE.
4. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED TO THE JOISTS AT 12 INCHES ON CENTER. THE FABRIC SHALL BE EXTENDED INTO THE TRENCH, AND 18 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE WIRE SUPPORT FENCE MAY BE ELIMINATED, IN SUCH A CASE, THE OTHER PROVISIONS OF THE ABOVE STANDARD NOTE FOR STANDARD STRENGTH FILTER FABRIC APPLYING.
5. SEDIMENT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE AND SHALL NOT BE REUSED. THE FENCE SHALL BE REMOVED PRIOR TO THE START OF THE CONSTRUCTION PERIOD.
6. SEDIMENT FENCES SHALL BE INSPECTED BY APPLICANT/CONTRACTOR IMMEDIATELY FOLLOWING EACH RAINFALL EVENT. SEDIMENT SHALL BE REMOVED AS NECESSARY. SEDIMENT SHALL BE ALLOWED TO ACCUMULATE BEYOND A SEDIMENT FENCE. SEDIMENT SHALL BE REPAIRED OR ESTABLISHED AS NECESSARY.



- ### GENERAL NOTES
1. EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES OCCURRING ON THAT TRACT AND SHALL BE MAINTAINED AS LONG AS A STRUCTURE WHICH SHOULD BE PROTECTED IS COMPLETE.
  2. NO AREAS OF SOIL STORAGE AND/OR WASTE IS ANTICIPATED ON-SITE.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN AND/OR REMOVE ALL DEPOSITS OF SAND, SILT, SEDIMENT OR SIMILAR MATERIAL WHICH ARE NOT ALLOWED TO BE DEPOSITED ON PUBLIC OR PRIVATE STREETS, ADJACENT PROPERTY, OR INTO THE DRAINAGE SYSTEM, OR AS A RESULT OF THE EROSION CONTROL, DRAINAGE, OR OTHER CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF CONCENTRATED FLOWS OF WATER OVER BASE GRADES, SUCH AS RUNOFFS ON BASE GRADES, SLOPES, WHERE THE FLOW OF WATER IS UNCONTROLLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY SUCH FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY SUCH FLOWS.
  4. OTHER EARTH MOVEMENT WHICH LEAVES THE PROPERTY OF THE APPLICANT/CONTRACTOR IN A STATE OF UNSTABLE CONDITION ARE SUBJECT TO GRADING, CHANGING OF THE SITE, AND NOT CHANGE THE NATURAL DRAINAGE PATTERN OF THE SITE.

### EROSION CONTROL NOTES AND DETAILS

# Memorandum

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Northwest Hydraulic Consultants  
16300 Christensen Road, Suite 350  
Seattle, WA 98188  
206.241.6000  
206.439.2420 (fax)

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DATE: August 5, 2013 NHC PROJECT: 200044  
TO: Bret Moore  
COMPANY/AGENCY: Twin Creeks Development Company, LLC  
FROM: Peter Brooks, P.E.  
SUBJECT: FEMA Conditional Letter of Map Revision Application for the Twin Creeks  
Development Project

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## Introduction

Northwest Hydraulic Consultants Inc. (NHC) has been retained by the Twin Creeks Development Company LLC (TCDC) to prepare a Conditional Letter of Map Revision (CLOMR) application package for the Twin Creeks Development in the City of Central Point, Jackson County, Oregon (FEMA Community Number 410092). The Twin Creeks Development is located along a recently designated FEMA 100-year floodplain (Zone AE), with regulatory floodway, which became effective with the adoption of the Jackson County Flood Insurance Study (FIS) in May, 2011 (FEMA, 2011). The floodplain within the development is an overflow path that connects the left overbank of Griffin Creek to the right overbank of Jackson Creek.

A conceptual-level flood improvement design has been developed to more efficiently convey Griffin Creek overflow through the site. The primary improvement consists of excavating a continuous overflow channel along the eastern edge of the project site to improve overall flood conveyance through the development. The flood improvement design also includes a proposed double-barreled culvert structure routing flows below the Twin Creeks Crossing. The Twin Creeks Crossing will serve as a main arterial connecting the development with Pacific Highway (State Highway 99) located to the east (see Figure 1). Anticipated flood improvements associated with these features include lowered Base Flood Elevations (BFEs) and reduced 100-year floodplain and floodway extents, relative to effective conditions. This memorandum summarizes the approach and results of the technical analysis conducted by NHC for the Twin Creeks Development CLOMR.

## Background

The Twin Creeks Development is located within a recently designated Special Flood Hazard Area (SFHA) between two separate flooding sources, Jackson and Griffin Creeks (see Figure 1). The SFHA, including regulatory floodway, were determined through detailed studies of Jackson and Griffin Creeks conducted by NHC for the City of Central Point (City) and FEMA as part of the Jackson County FIS (FEMA, 2011). Findings from these studies indicated that flooding in the area originates from overflow of Griffin Creek, immediately upstream of Pacific Highway, and continues to the northwest to merge with Jackson Creek.

The reach connecting Griffin and Jackson Creeks within the development is referred to as the 'Jackson Creek Overbank'.

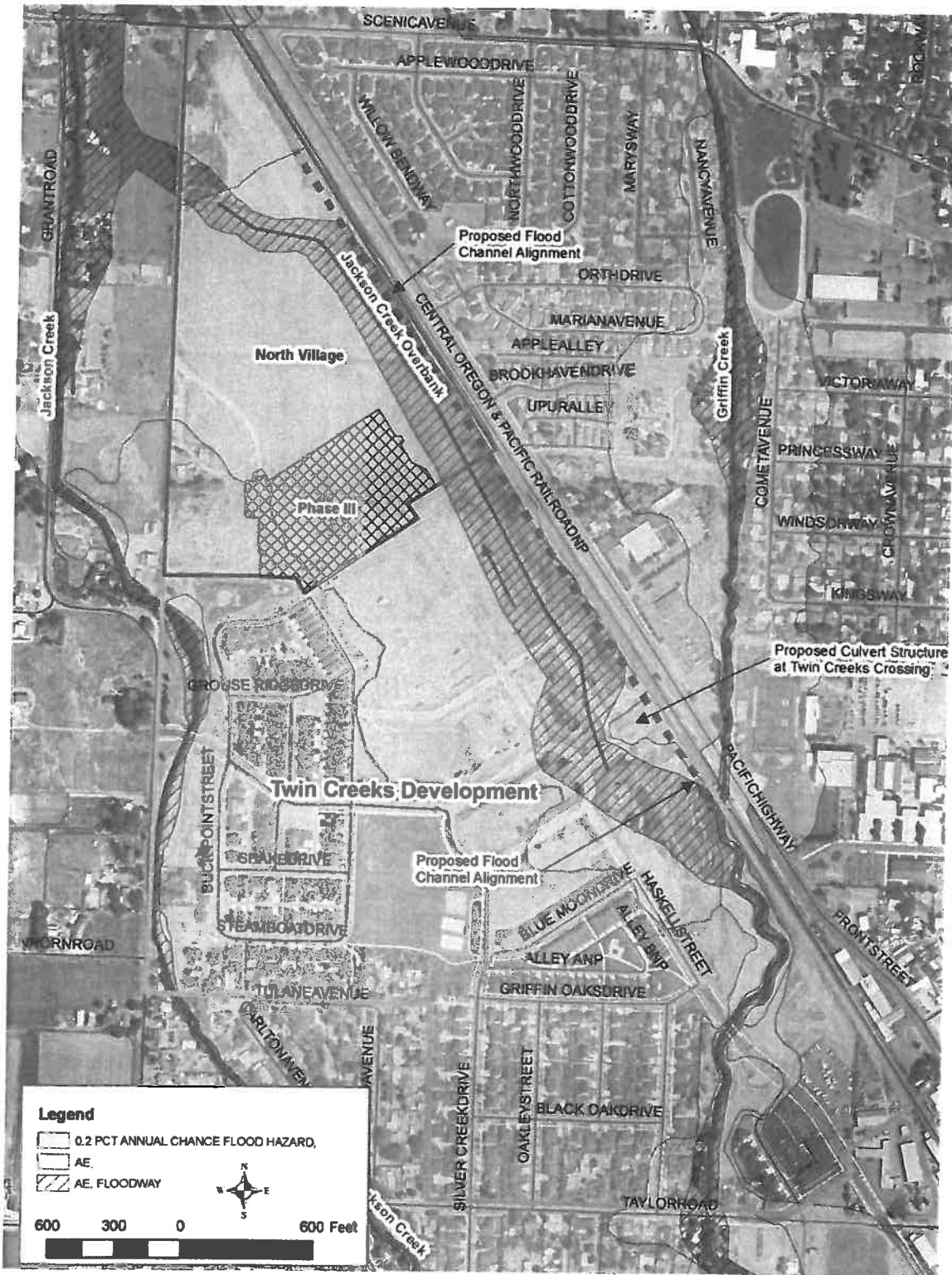


Figure 1 Location Map of Twin Creeks Development showing Effective FEMA Flood Hazard Mapping (FEMA, 011).

The effective floodplain mapping between the two study reaches, through the Twin Creeks Development, is broad and unconfined, resulting in a relatively wide floodway delineation. It should be noted that this reach does not receive perennial flow and would function as an overflow channel during infrequent, high magnitude flood events (there has been no observed flooding from Griffin Creek at the project site). Draft mapping for Griffin and Jackson Creeks was provided to FEMA in 2008, and the restudies of both creeks became effective when the Jackson County FIS was adopted by FEMA and Jackson County on May 3, 2011.

The Twin Creeks Development is a master plan community that precedes the most recent FEMA studies within the City of Central Point. When construction of the Twin Creeks Development began, prior to initiation of NHC's detailed studies of Jackson and Griffin Creeks, the area was not mapped as a SFHA. Development continued while the technical analysis for the updated FIS was being conducted (2006 to 2009). In 2009, the City began using preliminary flood hazard mapping, provided by NHC, to regulate development. Thereafter, construction within the Twin Creeks Development was limited to areas outside what is now the effective floodway. To date, development within the Twin Creeks project site is compliant with both FEMA and City floodplain management regulations.

### **CLOMR Submittal Information**

This memo contains appropriate supporting information for the CLOMR submittal. A narrative on the technical analysis is provided in the following text. Other supporting information prepared by NHC is provided in the appendices as follows:

Appendix A. Certified Topographic Floodplain and Floodway Map

Appendix B. Annotated FIRM

Appendix C. Completed MT-2 Application Forms

Appendix D. NFIP Regulatory Requirements, including a proposed example public announcement and notification letter for floodway revision

Additional supporting information to be attached to this submittal includes:

Conceptual-Level Flood Improvement Design Plans (provided by Whetstone Engineering)

Endangered Species Act (ESA) Compliance Documentation (provided by the TCDC)

### **Technical Analysis**

NHC completed several technical tasks for this CLOMR following FEMA MT-2 instructions. Model scenarios presented include a Duplicate Effective Model that replicates the water surface elevations in the effective Jackson County FIS, and a Revised Conditions Model simulating the proposed construction of the flood channel. Elevations specified in this memo are referenced to the NAVD 1988 vertical datum.

### **Data Description**

#### *Duplicate Effective Conditions*

NHC completed the most recent detailed flood studies of Griffin and Jackson Creeks for the City of Central Point and FEMA as part of the recently adopted Jackson County FIS (FEMA, 2011). As such, NHC already has possession of the duplicate effective hydraulic models for both Jackson and Griffin Creeks,

as well as the 2006 City of Central Point LiDAR topographic data used for the floodplain mapping. These data were located in the Technical Support Data Notebook (TSDN) submitted to FEMA at the conclusion of the Jackson County FIS.

*Revised Conditions*

Revised condition topographic data in the form of a master grading plan were provided to NHC by Whetstone Engineering on December 18, 2012. The grading plan consisted of 1-foot interval contours, in AutoCAD format, and included areas developed after the 2006 LiDAR were collected and while the effective FIS was being conducted from 2006 to 2009, as well as the proposed development of the Phase III area of the North Village (see Figure 1). This submitted technical assessment assumes there is no development of the North Village outside of the 'Phase III' portion (see Figure 1). NHC used the grading plan data provided by Whetstone Engineering to construct a digital elevation model (DEM) in ArcGIS of the Revised Conditions.

The grading plan includes construction of a continuous flood (or overflow) channel and culvert structure at the Twin Creeks Crossing. The flood channel would connect with the existing detention pond adjacent to Griffin Creek and proceed northward toward Jackson Creek. Physically, the flood channel terminates at a proposed detention pond at the northern limit of the Twin Creeks development, but during a 100-year event this area will be inundated and drain overland toward the Scenic Avenue Bridge crossing to the west on Jackson Creek. The proposed flood channel would consist of a compound channel (see Figure 2). The top width of the proposed flood channel would range from 65 to 75 feet with approximately 20-foot wide flood benches located on either side of an existing 20-foot wide drainage swale. This swale was constructed between 2006 and 2009 and includes six approximately 2-foot high check dam structures located within the channel for stormwater treatment purposes. The project also proposes to construct a culvert crossing consisting of two 18-foot wide, 9-foot tall arch structures at Twin Creeks Crossing, a primary access point between the Twin Creeks Development and Pacific Highway. Conceptual-level flood improvement plans for the proposed channel and culvert structure, prepared by Whetstone Engineering, are attached to this submittal.

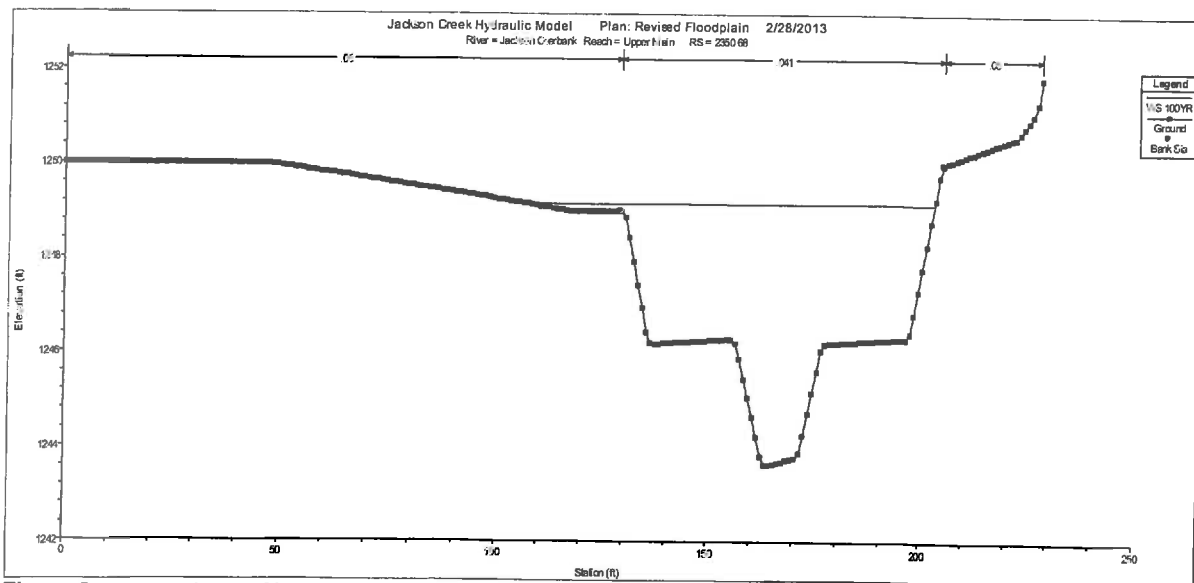


Figure 2 Cross-section profile of proposed compound channel (River Station 2350.68)



**Engineering Methods – Hydraulic Modeling**

*General Model Description*

The Jackson Creek HEC-RAS hydraulic model includes the main stem of Jackson Creek located to the west of the Twin Creeks Development (see Figure 1), but also includes Jackson Creek Overbank reach which was used to compute flood levels within the Twin Creeks Development. As previously mentioned, flood waters enter the Jackson Overbank reach from Griffin Creek where overtopping of the left bank occurs upstream of Pacific Highway. Discharges escaping the Griffin Creek system and entering the Jackson Overbank reach were computed through a series of “lateral structures” within the HEC-RAS model for the 10-, 50-, 100-, and 500-year return periods. These discharges from the effective FIS were used for this CLOMR analysis and are provided in Table 1.

**Table 1. Computed Flood Discharges Entering the Jackson Creek Overbank Reach from Griffin Creek (FEMA, 2011).**

Return Period	10-year	50-year	100-year	500-year
Discharge (cfs)	326	922	1220	1850

Duplicate Effective and Revised Condition HEC-RAS models are being submitted as part of this CLOMR analysis. Two HEC-RAS ‘plans’ are associated with each modeled condition: a Floodplain and Floodway plan. Separate Floodplain and Floodway plans were developed because changes to the geometry files were necessary to perform the encroachment analysis (e.g. turning off optimization of lateral weirs).

*Duplicate Effective Model*

The effective model is available, as previously discussed; however, it was developed using HEC-RAS Version 3.1.3. The effective model was re-run in HEC-RAS Version 4.1.0 for the CLOMR analysis and the 100-year and Floodway simulations have been reproduced within 0.01 feet at FEMA lettered cross-sections C through N (Table 2). Differences at cross-section A and B are a maximum of 0.23 feet and are the result of late modifications made to the Jackson Creek model that did not get incorporated into the adopted Jackson County FIS (FEMA, 2011).

The Duplicate Effective Model consists of the entire Jackson Creek HEC-RAS model, including the Jackson Creek Overbank reach, which spans the area proposed to be physically modified by the project. The effective Jackson Creek Overbank reach contains a total of 16 cross-sections, 14 of which are lettered (A to N) as shown in Appendix B. The upstream and downstream limits of the Jackson Creek Overbank reach are delineated by study break lines. Therefore, any changes on the Overbank Reach do not propagate upstream and impact conditions in Griffin Creek as long as the submergence of the lateral structures does not change. The model includes downstream to Jackson Creek in order to tie into the effective model.

*Revised Condition Model*

The Revised Condition Model was created by adding the proposed flood channel and twin barrel culvert structure combined with the revised condition grading plan mentioned in the Data Description section. A total of 31 new cross-sections were inserted into the Jackson Overbank reach in the Revised Conditions Model to augment the 16 cross-sections in the Duplicate Effective Model (see Appendix A). The new cross-sections were added to represent the geometries of the six existing check-dam structures

and the Twin Creeks Crossing culvert structure as well as an additional proposed check-dam structure to be located at the outlet of the upstream detention pond.

An additional modification made to the Revised Condition Model included splitting the Jackson Creek Overbank reach into parallel reaches between effective cross-sections I and N, to separately compute flood levels between the proposed flood channel and the left overbank. Only 5% of the total 100-year discharge (Table 1) is computed as entering the left overbank split reach. Computed flooding in the overbank split reach is predominantly shallow (less than 1-foot) sheet flow, but deepens to over 1-foot in a small area in the vicinity of cross-section J. Considering the ponding nature of computed flooding in this area, i.e. constant elevation and low velocity, it was delineated Zone AH with an elevation of 1246 feet. Downstream of this area, shallow (less than 1-foot) sheet flow flooding resumes.

**Table 2. Comparison of Effective FIS to Duplicate Effective Water Surface Elevations for the 100-year and Floodway Simulations.**

Effective FIS Cross-Section  (HEC-RAS Station in Parenthesis)	100-year Floodplain			Floodway		
	Effective FIS	Duplicate Effective	Difference (feet)	Effective FIS	Duplicate Effective	Difference (feet)
A (793.2)	1238.36	1238.49	-0.13	1239.18	1239.18	0.00
B (951.8)	1238.61	1238.84	-0.23	1239.60	1239.60	0.00
C (1188.3)	1239.72	1239.72	0.00	1240.56	1240.56	0.00
D (1554.8)	1240.75	1240.75	0.00	1241.33	1241.33	0.00
E (1689.0)	1241.82	1241.81	0.01	1242.55	1242.55	0.00
F (1966.3)	1242.82	1242.82	0.00	1243.76	1243.76	0.00
G (2113.1)	1243.65	1243.65	0.00	1244.54	1244.54	0.00
H (2270.1)	1244.36	1244.37	-0.01	1245.29	1245.29	0.00
I (2422.0)	1245.25	1245.25	0.00	1245.97	1245.97	0.00
J (2548.0)	-	1245.86	-	1246.71	1246.71	0.00
K (3071.0)	1248.35	1248.34	0.01	1249.25	1249.25	0.00
L (3454.7)	1250.99	1250.99	0.00	1251.94	1251.94	0.00
M (3722.3)	1252.21	1252.21	0.00	1253.18	1253.18	0.00
N (3956.5)	1254.01	1254.01	0.00	1254.05	1254.05	0.00

Overall, the Revised Condition Model shows reductions in flood levels along the entire Jackson Creek Overbank reach compared to the effective conditions (Table 3). The upstream and downstream limits of the Jackson Creek Overbank reach are delineated by study reach breaklines, between Griffin Creek and the mainstem of Jackson Creek, respectively. Downstream, the Revised Condition Model simulates effective conditions to within 0.20 feet, which is within the 0.5 foot threshold specified by FEMA. Upstream, the proposed work within the Twin Creek Development will not impact the quantity of overflow entering the project (Table 1), thus changes to BFEs will not propagate upstream into Griffin Creek and the flood hazard boundaries are effectively tied-in at the study breakline between the two reaches. Table 4 tabulates the FEMA Floodway Data Table information from the Revised Model.

Table 3. Comparison of Duplicate Effective and Revised Conditions.

River Station		100-Year Floodplain			Floodway		
Effective (FEMA Cross-section Letter in parenthesis, where appropriate)	Revised	Duplicate Effective Elevation (feet)	Revised Elevation (feet)	Difference (feet)	Duplicate Effective Elevation (feet)	Revised Elevation (feet)	Difference (feet)
793.2 (A)	0.28	1238.49	1238.29	-0.20	1239.18	1239.17	-0.01
951.8 (B)	160.54	1238.84	1238.39	-0.45	1239.60	1239.31	-0.29
-	232.77	-	1238.42	-	-	1239.38	-
-	247.95	-	1238.49	-	-	1239.39	-
-	265.49	-	1238.57	-	-	1239.46	-
1188.3 (C)	401.53	1239.72	1238.84	-0.88	1240.56	1239.73	-0.83
-	579.14	-	1239.41	-	-	1240.12	-
-	706.95	-	1239.94	-	-	1240.52	-
-	718.52	-	1239.98	-	-	1240.49	-
-	731.28	-	1240.27	-	-	1240.71	-
1554.8 (D)	783.83	1240.75	1240.45	-0.30	1241.33	1240.92	-0.41
1689.0 (E)	1002.15	1241.81	1241.15	-0.66	1242.55	1241.76	-0.79
-	1117.80	-	1242.03	-	-	1242.28	-
-	1187.03	-	1242.18	-	-	1242.64	-
-	1200.04	-	1242.35	-	-	1242.59	-
-	1211.98	-	1242.57	-	-	1243.01	-
1966.3 (F)	1249.04	1242.82	1242.71	-0.11	1243.76	1243.26	-0.50
2113.1 (G)	1358.70	1243.65	1243.11	-0.54	1244.54	1243.72	-0.82
2270.1 (H)	1495.18	1244.37	1243.85	-0.52	1245.29	1244.27	-1.02
2422.0 (I)	1646.26	1245.25	1244.82	-0.43	1245.97	1244.94	-1.03
-	1664.09	-	1244.96	-	-	1245.01	-
-	1677.51	-	1244.96	-	-	1245.00	-
-	1691.00	-	1245.38	-	-	1245.43	-
2548.0 (J)	1757.49	1245.86	1245.70	-0.16	1246.71	1245.80	-0.91
-	1866.28	-	1246.13	-	-	1246.27	-
-	2019.16	-	1246.93	-	-	1247.08	-
-	2138.75	-	1247.67	-	-	1247.78	-
-	2153.71	-	1247.57	-	-	1247.70	-
3071.0 (K)	2178.49	1248.34	1248.33	-0.01	1249.25	1248.43	-0.82
-	2350.68	-	1249.15	-	-	1249.28	-
3454.7 (L)	2564.28	1250.99	1250.11	-0.88	1251.94	1250.23	-1.71
-	2611.46	-	1250.37	-	-	1250.49	-
-	2626.62	-	1250.38	-	-	1250.50	-
-	2642.96	-	1250.76	-	-	1250.89	-
-	2673.75	-	1250.81	-	-	1250.94	-
-	2732.76	-	1250.86	-	-	1250.98	-
3722.3 (M)	2832.34	1252.21	1251.22	-0.99	1253.18	1251.35	-1.83
-	2865.01	-	1251.36	-	-	1251.49	-
-	2927.39	-	1251.79	-	-	1251.94	-
-	3048.78	-	1252.80	-	-	1253.13	-
3956.5 (N)	3067.82	1254.01	1252.83	-1.18	1254.05	1253.16	-0.89
-	3110.56	-	1252.85	-	-	1253.18	-
-	3143.45	-	1252.97	-	-	1253.31	-
-	3341.92	-	1253.41	-	-	1253.71	-
-	3355.18	-	1253.30	-	-	1253.61	-
-	3370.57	-	1253.65	-	-	1253.90	-
-	3639.01	-	1254.33	-	-	1254.56	-

Table 4. Revised Floodway Information.

Effective RAS River Station (FEMA Cross-section Letter in parenthesis, where appropriate)	Revised RAS River Station	Width (feet)	Area (sq ft)	Mean Velocity (ft/sec)	Without Floodway (feet)	With Floodway (feet)	Increase (feet)
793.2 (A)	0.28	82	379	3.2	1238.3	1239.0	0.7
951.8 (B)	160.54	65	335	3.6	1238.4	1239.2	0.8
-	232.77	65	313	3.9	1238.4	1239.3	0.8
-	247.95	66	289	4.2	1238.5	1239.3	0.8
-	265.49	66	307	4.0	1238.6	1239.3	0.8
1188.3 (C)	401.53	64	279	4.4	1238.8	1239.6	0.8
-	579.14	63	245	5.0	1239.4	1240.0	0.6
-	706.95	63	242	5.1	1239.9	1240.5	0.5
-	718.52	63	208	5.9	1240.0	1240.4	0.5
-	731.28	63	240	5.1	1240.3	1240.7	0.4
1554.8 (D)	783.83	63	235	5.2	1240.5	1240.9	0.4
1689.0 (E)	1002.15	63	223	5.5	1241.2	1241.8	0.6
-	1117.80	64	211	5.8	1242.0	1242.3	0.2
-	1187.03	63	210	5.8	1242.2	1242.6	0.5
-	1200.04	65	176	6.9	1242.4	1242.6	0.2
-	1211.98	64	222	5.5	1242.6	1243.0	0.4
1966.3 (F)	1249.04	69	237	5.2	1242.7	1243.3	0.5
2113.1 (G)	1358.70	72	244	5.0	1243.1	1243.7	0.6
2270.1 (H)	1495.18	78	244	5.0	1243.9	1244.3	0.4
2422.0 (I)	1646.26	73	220	5.5	1244.8	1244.9	0.1
-	1664.09	77	219	5.6	1245.0	1245.0	0.1
-	1677.51	76	186	6.6	1245.0	1245.0	0.1
-	1691.00	76	239	5.1	1245.4	1245.4	0.1
2548.0 (J)	1757.49	76	242	5.0	1245.7	1245.8	0.1
-	1866.28	77	230	5.3	1246.1	1246.3	0.1
-	2019.16	79	218	5.6	1246.9	1247.1	0.1
-	2138.75	75	218	5.6	1247.7	1247.8	0.1
-	2153.71	80	168	7.3	1247.6	1247.7	0.1
3071.0 (K)	2178.49	75	244	5.0	1248.3	1248.4	0.1
-	2350.68	76	241	5.1	1249.2	1249.3	0.1
3454.7 (L)	2564.28	74	226	5.4	1250.1	1250.2	0.1
-	2611.46	73	236	5.2	1250.4	1250.5	0.1
-	2626.62	77	206	5.9	1250.4	1250.5	0.1
-	2642.96	75	294	4.2	1250.8	1250.9	0.1
-	2673.75	68	270	4.5	1250.8	1250.9	0.1
-	2732.76	52	209	5.8	1250.9	1251.0	0.1
3722.3 (M)	2832.34	49	193	6.3	1251.2	1251.4	0.1
-	2865.01	42	191	6.4	1251.4	1251.5	0.1
-	2927.39	42	236	5.2	1251.8	1251.9	0.2
-	3048.78	42	281	4.4	1252.8	1253.1	0.3
-	3067.82	43	275	4.4	1252.8	1253.2	0.3
3956.5 (N)	3110.56	43	245	5.0	1252.9	1253.2	0.3
-	3143.45	49	262	4.7	1253.0	1253.3	0.3
-	3341.92	52	278	4.4	1253.4	1253.7	0.3
-	3355.18	49	216	5.7	1253.3	1253.6	0.3
-	3370.57	54	284	4.3	1253.7	1253.9	0.3
-	3639.01	66	267	4.6	1254.3	1254.6	0.2

### **Notification**

This CLOMR lowers BFEs, reduces the extent of the 100-year floodplain, and proposes to narrow the floodway. In order to comply with NFIP and FEMA standards and policy for a proposed floodway revision, the FEMA MT-2 instructing state that the community can either be alerted through a published public announcement or individual letters sent to affected landowners. Examples of the proposed public announcement and notification letter for floodway revision are provided in Appendix D. Following acceptance of the language in these documents one or the other will be used to alert the community of the proposed project.

### **Compliance with Endangered Species Act**

The TCDC has completed environmental permitting that documents that the project does not “take” or harm endangered species and is therefore in compliance with the Endangered Species Act. The relevant ESA compliance documentation, provided by the TCDC, is attached to this submittal.

### **References**

Federal Emergency Management Agency (FEMA). 2011. Flood Insurance Study, Jackson County, Oregon and Incorporated Areas. Flood Insurance Study Number 41029V000A. May 3.

Northwest Hydraulic Consultants (NHC). 2008. Hydraulic Summary, City of Central Point, Jackson County, Oregon. Document prepared for Michael Baker Jr. Corp. July 10.

**Appendix A. Certified Topographic Floodplain and Floodway Maps**

**Appendix B. Annotated FIRM**

**Appendix C. Completed MT-2 Application Forms**



## **Appendix D. NFIP Regulatory Requirements**

**EXHIBIT "D"**

**GUARANTY**

Date: July 3, 2013~~4~~

OBLIGOR: TWIN CREEKS DEVELOPMENT CO., LLC

GUARANTOR: NOEL MOORE  
JOHN DUKE  
BRET MOORE

CREDITOR: CITY OF CENTRAL POINT, a municipal corporation

OBLIGATIONS GUARANTEED: The payment and performance of all liabilities and obligations owing by Obligor to Creditor pursuant to the Twin Creeks Transit Oriented Development Agreement dated July 3, 2014 ("Agreement") for the extension of Twin Creeks Crossing, including contribution to the costs of a railroad crossing within Twin Creeks TOD Master Plan in the original amount of **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)** and the costs for construction of the extension of utilities and the pavement of Twin Creeks Crossing from the current terminus easterly to the railroad right-of-way improvements as identified in the drawings entitled "Griffin Creek Overflow Flood Mitigation Plan" dated March 11, 2013, as identified in Section 2a and 2b of the Agreement.

For a valuable consideration the undersigned Guarantor, and each of them, jointly and severally and unconditionally guarantees and promises to pay, on demand, in lawful money of the United States of America, any and all indebtedness of the above named Obligor to Creditor, and Creditor's successors and assigns, as follows:

1. MAXIMUM LIABILITY: The liability of Guarantor hereunder shall not exceed at any one time the sum of:

(a) The liabilities and obligations guaranteed described above including the principal amount thereof, if any;

(b) An amount equal to all interest owed by Obligor at any time hereafter upon the principal indebtedness of Obligor, or owing with respect to the guaranteed liabilities and obligations; provided, that if such indebtedness shall exceed the dollar amount specified in item (a) above, if any, interest to be included in this item shall

be on such indebtedness not exceeding the amount specified in item (a) as shall be designated by Creditor; and

(c) All costs, expenses and attorneys' fees, including any on appeals, incurred by Creditor in connection with the collection of the indebtedness of Obligor, with the guaranteed liabilities and obligations, or with the repossession, foreclosure and sale of any collateral.

Such limitation on liability shall not be a restriction on the amount of the indebtedness of Obligor to Creditor either in the aggregate or at one time.

2. "INDEBTEDNESS" DEFINED: The word "indebtedness" is used herein in its most comprehensive sense and includes, but is not limited to, any and all advances, debts, obligations, and liabilities of Obligor, or any one or more of them, including judgments against Obligor, heretofore, now, or hereafter made, incurred or created, whether voluntarily or involuntarily and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Obligor may be liable individually or jointly with others or primarily or secondarily, or as guarantor, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable and whether such indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires or otherwise.

3. NATURE OF GUARANTOR'S UNDERTAKING: The liability of Guarantor hereunder shall be open and continuous for as long as this guaranty shall be in force. Guarantor intends to guarantee at all times the performance of all obligations of Obligor to Creditor within the limits set forth above. Thus, no payments made upon Obligor's indebtedness shall be held to discharge or diminish the liability of Guarantor for any and all remaining and succeeding indebtedness of Obligor to Creditor. The liability of Guarantor hereunder shall be enforceable against both the separate and community property of Guarantor existing at the date of execution hereof or hereafter acquired.

4. CREDITOR'S RIGHTS AND OBLIGATIONS IN DEALING WITH OBLIGOR: Guarantor authorizes Creditor to deal with Obligor and Obligor's sureties, endorsers and other guarantors in any manner in which Creditor sees fit in connection with any indebtedness of Obligor to Creditor, now or hereafter created, without any further consent or authorization from Guarantor being necessary. Specifically, but without limiting the powers of Creditor, Creditor may extend the time for payment of any indebtedness of Obligor, Creditor may release or agree not to sue Obligor's sureties, endorsers, or other guarantors on any terms it chooses; Creditor may sue or fail to sue Obligor upon any overdue indebtedness; all of the foregoing without the necessity of any notice to or consent from Guarantor and all without affecting Guarantor's liability hereunder.

5. DURATION OF GUARANTY: This guaranty shall take effect when received by Creditor, without the necessity of any acceptance by Creditor, and shall continue in full force until the obligations guaranteed have been fully paid and/or performed. This guaranty shall bind the estate of Guarantor as to indebtedness created both before and after the death or incapacity of Guarantor.

6. CREDITOR'S RIGHTS AGAINST AND OBLIGATIONS TO GUARANTOR: Guarantor hereby expressly waives presentment, protest, demand, or notice of any kind, including notice of nonpayment of any of Obligor's indebtedness or of any collateral thereto and notice of any action or non-action on the part of Obligor, the Creditor, or any surety, endorser, or other guarantor. Upon any default of Obligor on any obligation to Creditor, Creditor may, at its option, then and there demand and be entitled to payment from Guarantor of the full amount or any part of the amount of Obligor's indebtedness to Creditor, within the limitations set forth above, and if Guarantor shall not pay the sum demanded to Creditor, Creditor may proceed directly and at once against Guarantor to collect such sum without first proceeding against Obligor, or any surety, endorser, or other guarantor and without foreclosing upon or selling or otherwise disposing of any collateral it may have as security for any of Obligor's indebtedness. Failure of Creditor to make such demand at such time or to proceed shall not relieve Guarantor of its obligations hereunder or in any sense constitute a waiver. Creditor shall have the right to demand and collect from Guarantor all or any portion of Obligor's indebtedness and failure of Creditor at any time to demand from Guarantor or to proceed to collect from Guarantor the full amount of Obligor's indebtedness from Guarantor shall not preclude Creditor from later demanding or proceeding to collect from Guarantor any remaining indebtedness of Obligor to Creditor covered by this guaranty. In any action or suit against Guarantor to enforce this guaranty, Creditor shall be entitled to recover from Guarantor, in addition to costs and disbursements allowed by law, a reasonable amount for Creditor's attorneys' fees in such action or suit or appeal therefrom. In any action or suit brought by Creditor against Guarantor, Guarantor will not assert as a defense any statute of limitations if at the time the action or suit is commenced there is outstanding any indebtedness of Obligor to Creditor which is not barred by the statute of limitations of the State of Oregon. If payment is made by Obligor on a debt guaranteed hereby and thereafter the Creditor is forced to remit the amount of that payment to the Obligor's trustee in bankruptcy or similar person under any federal or state bankruptcy law or law for the relief of debtors, the Obligor's debt shall be considered unpaid for the purpose of enforcement of this guaranty.

7. SUBORDINATION OF GUARANTOR'S RIGHTS AGAINST OBLIGOR: Guarantor agrees that the indebtedness of Obligor to Creditor, whether now existing or hereafter created, shall be, and the same hereby is, declared to be prior to any claim that Guarantor may now have or hereafter acquire against Obligor, whether or not Obligor becomes insolvent, and Guarantor shall and does expressly subordinate any such claim Guarantor may have against Obligor, upon any account whatsoever, to any claim that Creditor may now or hereafter have against Obligor. In the event of insolvency and consequent liquidation of the assets of Obligor, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Obligor

applicable to the payment of the claims of both Creditor and Guarantor shall be paid to Creditor and shall be first applied by Creditor to the indebtedness of Obligor to Creditor, Guarantor does hereby assign to Creditor all claims which it may have or acquire against Obligor or any assignee or trustee in bankruptcy of Obligor; provided, that such assignment shall be effective only for the purpose of assuring to Creditor full payment of all indebtedness of Obligor to Creditor.

8. ASSIGNMENT OF GUARANTY: Assignment by Creditor of all or part of the indebtedness shall transfer to the assignee all benefits of this guaranty as to the portion of the indebtedness assigned. This guaranty shall remain in effect in favor of the Creditor as to the portion of the indebtedness not assigned.

9. GOVERNING LAW: This guaranty has been executed and delivered in the State of Oregon and the laws of such state shall govern the validity, construction, enforcement and interpretation of this guaranty.

10. VENUE AND JURISDICTION: If any suit or action is filed by any party to enforce this guaranty or otherwise with respect to the subject matter of this guaranty, exclusive venue and jurisdiction shall be in the state courts in Jackson County, Oregon.

11. REPRESENTATION: This Guaranty has been prepared on behalf of the City of Central Point. Guarantor is hereby advised that it should seek independent legal counsel as to the effect of this Guaranty on their individual rights.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the date set forth above.

Noel Moore  
Signature

NOEL MOORE  
(Print Name Here)

John Duke  
Signature

JOHN DUKE  
(Print Name Here)

Bret Moore  
BRET MOORE

Signature

\_\_\_\_\_  
(Print Name Here)

"Guarantor"



I, Elaine Frost, do hereby certify that Noel Moore, Bret Moore and John Duke, personally appeared before me this day & acknowledged the due execution of this instrument.

July 17, 2014

Elaine Frost

Oregon  
Jackson County

# **Business**

## **BOB Financial Update**



Staff Report

Finance Department  
Bev Adams, Finance Director

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**To:** Mayor & Council  
**From:** Bev Adams, Finance Director *BA*  
**Date:** July 24, 2014  
**Subject:** 2014 Battle of the Bones

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**Background:**

On June 20 & 21, 2014 the City's Parks and Recreation division held their annual Battle of the Bones event.

This year the event was held Friday evening from 4 pm to 9 pm; and all day Saturday. This schedule was a change from prior years when the event was also held all day Sunday.

Having a shortened schedule, two perfect sunny days for the event, *and* profit showing of \$16,390.27, I think it is safe to say that this year's event is the most successful so far!

Please refer to the attached financial recap for a detail of revenues and expenses.

When considering a donation to the Parks & Recreation Foundation, staff requests Council to consider that the true net profit of the event is \$11,390.27; since the \$5,000 "donation" for music costs are dollars from the same budget as the rest of the event.

In addition, there are no longer any personnel costs attributed to this event. In light of the entire City's financial support and the support in past years when the event was not as successful as this year, staff's suggests a \$10,000 donation to the foundation.

**Recommended Action:**

**That Council review and accept by motion the Battle of the Bones financial recap and approve an amount to be donated to the Parks & Recreation Foundation from the proceeds of the event.**



<b>2014 Battle of the Bones Recap</b>			
<i>July 17, 2015</i>			
<b>Revenues</b>	<b>Amount</b>		<b>Direct City Costs</b>
City Enhancement donation - Musicians	5,000.00		
BOB Presales (Rec'd in July - 2014/15 YE accrual)	6,386.43		6,386.43
Battle of the Bones Revenues (#10-00-00-4811)	95,534.43		95,534.43
<b>Total Revenue</b>	<b>106,920.86</b>		
<b>Expenses</b>	<b>Amount</b>		
BOB Expenses (Acct # 10-40-53-6410)	83,318.76		(83,318.76)
Expenses chg'd in July (Accrual to be made)	2,211.83		(2,211.83)
BOB Musicians	5,000.00		(5,000.00)
<b>Total Expenses</b>	<b>90,530.59</b>		
<b>Event Net Profit (Loss)</b>	<b>\$ 16,390.27</b>		
		<b>True Cost to City:</b>	<b>\$11,390.27</b>