

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

City Council

Mayor
Hank Williams

Ward I
Bruce Dingler

Ward II
Michael Quilty

Ward III
Brandon Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez
Allen Broderick

Administration
Chris Clayton, City
Manager
Deanna Casey, City
Recorder

**Community
Development**
Tom Humphrey,
Director

Finance
Steven Weber,
Director

Human Resources
Elizabeth Simas,
Director

**Parks and Public
Works**
Matt Samitore,
Director

Police
Kris Allison Chief

**CITY OF CENTRAL POINT
City Council Meeting Agenda
July 27, 2017**

Next Res. 1514
Next Ord. 2038

- I. REGULAR MEETING CALLED TO ORDER – 7:00 P.M.**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PUBLIC APPEARANCES – *Comments will be limited to 3 minutes per individual or 5 minutes if representing a group or organization.***
- V. SPECIAL PRESENTATION**
- VI. CONSENT AGENDA**
 - Page 2 - 8 A. Approval of June 29, 2017 City Council Minutes
 - 9 B. Meeting Cancellation for August 10, 2017
 - 10 - 18 C. Acceptance of 2016/17 Fiscal Year Financial Statement
- VII. ITEMS REMOVED FROM CONSENT AGENDA**
- VIII. PUBLIC HEARING, ORDINANCES, AND RESOLUTIONS**
 - 20-35 A. Resolution No. _____, Granting a Non-Exclusive Franchise to Mobilitie, LLC, a Nevada Limited Liability Company for Purposes of the Construction and Operation of a Telecommunications System (Clayton/Dreyer)
- IX. BUSINESS**
 - 37 A. Planning Commission Report (Humphrey)
 - 39 B. Park Commission Report (Samitore)
 - 41-42 C. Pine Street Project Bid Award (Samitore)
 - 44 D. Run 4 Freedom Accounting Report (Samitore)

X. CITY MANAGER’S REPORT

XI. COUNCIL REPORTS

XII. DEPARTMENT REPORTS

XIII. EXECUTIVE SESSION – 192.660-(2)(h) Legal Counsel

The City Council may adjourn to executive session under the provisions of ORS 192.660 (2)(h) to receive legal counsel. Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

XIV. ADJOURNMENT

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

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

Consent Agenda

CITY OF CENTRAL POINT
City Council Meeting Minutes
June 29, 2017

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, Brandon Thueson, Tanea
Browning, and Mike Quilty were present. Bruce Dingler and Rob
Hernandez were excused.

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

IV. PUBLIC APPEARANCES

Bret Barlow Jr. – Central Point Citizen

Here to speak about the Law Suit that Josh Moulin has filed against the city and several individuals. He advised the Council to remove Chief Allison, Sargent Day and City Manager Chris Clayton immediately and settle with Mr. Moulin for everything he wants. He wants a public apology to Josh Moulin, himself and the community in regards to the accusations in the lawsuit. He stated that the Council and other employees should step down immediately. He has been approached by city employees with concerns over the state of the Department and the City. This will not be the last case filed against the city. He would not be leaving any documentation for the city because it is in the hands of the proper authorities and the media. Mr. Barlow then left the building.

Captain Dave Croft and the Central Point Police Union

Captain Croft thanked the officers in the room who came to show their support for what he wanted to speak to the Council about tonight. He felt compelled to address the recent lawsuit filed against the City of Central Point and the Central Point Police Department. There have been numerous one sided media reports in regards to the lawsuit and it has been difficult to watch as the city has been unable to respond. He is here tonight to express his support and the Police Departments support and full confidence in Police Chief Kris Allison and City Manager Chris Clayton. He feels that they continue to do what is right for the City, and are proud of them for doing what was right for the right reasons and did not take the path of least resistance.

V. CONSENT AGENDA

A. Approval of June 8, 2017 City Council Minutes

- B. DARE Street Closure Request for August 12, 2017**
- C. Fourth of July Parade Street Closure Request**

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

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. Resolution No. 1511, A Resolution Approving the Street Closures and Reimbursement Agreement for the Country Crossings Country Music Festival**

Parks and Public Works Director Matt Samitore explained that the City has been coordinating with the Country Crossings Event Coordinators, Jackson County Roads, Jackson County Sheriff's Office, Oregon State Police, Oregon Department of Transportation and the City of Medford Police and Public works regarding a comprehensive safety and traffic plan for the festival at the end of July. The plan will handle the majority of the concerns, but does not handle anticipated local traffic that will impact our community.

We have presented an additional traffic plan to help with pedestrian traffic that will be in Central Point. The School District will be charging for parking at the local schools for the event. The City anticipates heavy pedestrian traffic walking into the expo by E. Pine Street and Upton Road.

Temporary crosswalks will be installed at 10th and 3rd and Upton and 10th. There will also be temporary street closures with one lane of traffic and one lane for pedestrians. We will be providing temporary signage and lights directing pedestrians to the nearest event entrance. We will also be adding no parking signs along E. Pine Street, 10th Street and Gebhard Road to discourage parking in those locations.

We will be sending letters to the residents of Boes Subdivision and the residents of Old Upton to inform them of their limited access during the 4 day event. Upton Road will be closed from Wilson to 10th Street only residents will be able to gain access to that area.

Jackson County signed a reimbursement agreement with the event organizers but did not include any reimbursement for Central Point Police. Our Police Department will be responsible for the traffic mitigation on East Pine at the overpass in addition to policing around the entire event. This resolution authorizes the Police Chief to seek reimbursement from the Jackson County Sheriff's Office and/or event organizers for approved overtime expenses.

There was discussion regarding the different possibilities of parking and camping in and around Central Point. We anticipate event goers to park on Central Point

streets and walk to the event instead of paying for parking and taking a shuttle. We will evaluate the situation after the first night and make changes for the following nights. We have tried to contemplate all the needs of Central Point citizens and take precautions to ensure that their lives are not disrupted any more than necessary.

Mike Quilty moved to approve Resolution No. 1511, A Resolution Approving the Street Closures and Reimbursement Agreement for the Country Crossings Country Music Festival. Brandon Thueson seconded. Roll call: Hank Williams, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; and Mike Quilty, yes. Motion approved.

B. Resolution No. 1512, A Resolution Declaring the City Council's Intention to Expand an Annexation Request of 3.64 Acres to Include Two Additional Properties for a Total of 7.92 Acres of Land Located East of Chicory Lane, into the City of Central Point, Oregon

Community Development Director Tom Humphrey explained the proposed resolution directs staff to work with property owners adjacent to a proposed annexation. The area under consideration is approximately 7.92 acres that include four tax lots and right-of-way for a portion of Chickory Lane. These four tax lots are a county island surrounded by city limits. The City has received an annexation request for 3.64 acres in this area. The City Council has discussed inclusion of county islands when annexation is possible. In this case two of the four tax lots would be annexed leaving a very small county island within the city.

If the Council approves the attached resolution staff will speak with the owners of the other two lots to discuss annexation. The specifics of the annexation will be discussed at a separate meeting once the owners have had a chance to explore their options.

Allen Broderick moved to approve Resolution No. 1512, A Resolution Declaring the City Council's Intention to Expand an Annexation Request of 3.64 Acres to Include Two Additional Properties for a Total of 7.92 Acres of Land Located East of Chicory Lane, into the City of Central Point, Oregon. Tanea Browning seconded. Roll call: Hank Williams, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; and Mike Quilty, yes. Motion approved.

C. Resolution No. 1513, Authorizing the City Manager to Execute Amendment No. 1 to that Intergovernmental Agreement with Jackson County for Improve and Eliminate Rail Crossings

Mr. Samitore explained that in January 2017 the Oregon Department of Transportation asked the city to redo the rail crossing order for the Twin Creeks Rail Crossing opening and of the Seven Oaks Rail Crossing closure. The revised agreement reflects a change regarding ODOT funding improvements to the Scenic Avenue Crossing and gives the city 15 years to complete any additional safety concerns or welded rail requirements that may be needed as part of the

ODOT project. In exchange for financial flexibility Jackson County required the city to take another street within the City Limits. The City will take jurisdiction of Bursell Road.

The city will begin planning for maintenance of Bursell Road immediately. Depending on the extent of the ODOT Scenic Avenue project, the City may need to contribute to that project, the costs and extent of which remain unknown pending final design requirements.

There was discussion regarding improvements at the Scenic Crossing and traffic signal. This project has not been discussed at length with ODOT but staff provided a few of the details that they are aware of.

Mike Quilty moved to approve Resolution No. 1513, Authorizing the City Manager to Execute Amendment No. 1 to that Intergovernmental Agreement with Jackson County for Improve and Eliminate Rail Crossings. Tanea Browning seconded. Roll call: Hank Williams, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; and Mike Quilty, yes. Motion approved.

VIII. BUSINESS

A. Appointment of Citizen Advisory Committee Member

Mayor Williams stated that he conducted his research of the applications and interviewed Caitlin Finley. He recommends Mrs. Finley for the position because she has no specific projects that she would be pursuing on this committee. She is new to Central Point but has experience working with local government. They are interested in being involved in the planning of Central Point.

Allen Broderick moved to appoint Caitlin Finley to the Citizens Advisory Committee. Brandon Thueson seconded. Roll call: Hank Williams, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; and Mike Quilty, yes. Motion approved.

B. Approving Bid for 2017 Street Inlay/Street Preservation Projects

Mr. Samitore explained that the city advertised for pavement preservation for asphalt removal and inlay. The base bid for the package includes Highway 99 from the end of the Twin Creeks Crossing to the jurisdictional boundary just short of Scenic Avenue.

The City received one bid from Knife River Materials, Inc., for \$282,750.00. There was discussion regarding other projects that will be worked on over the next two years.

Mike Quilty moved to award the 2017 Street Inlay/Street Preservation Project to Knife River in the amount of \$282,750.00. Tanea Browning

seconded. Roll call: Hank Williams, yes; Tanea Browning, yes; Brandon Thueson, yes; Allen Broderick, yes; and Mike Quilty, yes. Motion approved.

IX. MAYOR'S REPORT

Mayor Williams reported that he attended:

- the "State of the County" Medford Chamber Forum.
- A TRADCO meeting where they discussed the State's transportation Plan.
- The Water Commission Meeting where they deliberated and hired a new commission manager.
- the Fair Board meeting.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- This week we met with our insurance agent and we have decided to switch the way we pay for Workers Comp Insurance. This move should help save the city cost in premiums.
- a letter has been sent to the owners of the cemetery encouraging them to allow the city and county crews to help with maintenance of the grounds.
- He had a chance to review the May financial statements. The fiscal year should be ending exactly how we expected. There are no huge changes or surprises.
- We received a letter from a citizen complaining that the city should not be teaching a concealed weapons class. He feels the city is competing with private businesses. We will be discussing this topic at a future study session.
- We have new audio/video in the Chambers.
- It is unfortunate that Mr. Barlow has such strong negative feelings about the city and staff regarding the law suit. It can be a little frightening and makes him worry about the safety of staff and council. It is a shame that someone would make comments like he did without having the entire story. The case is still sealed and we are not allowed to discuss the details.

XI. COUNCIL REPORTS

Council Member Mike Quilty:

- Thanked Council and Staff for the floral arrangement when he lost his brother last month.
- Attended the MPO meeting this week where they voted to approve a transportation improvement plan for our area. Other MPO's do not have their plans complete and the Federal Government wants them submitted at the same time.
- Met with Paula Brown regarding OTC Funds. There was discussion regarding federal funds being used for federal projects.

Council Member Brandon Thueson wanted to clarify that he has not lost any confidence in the Police Department in regards to the law suit and he thinks this is a common feeling throughout the city. The citizens and other jurisdictions still

have confidence in the Central Point Police Department regardless of what is said in the media.

Council Member Tanea Browning:

- She has been working on the Freedom Festival and advertising.
- Visited with the Quarter Horse Association and working with them on future events to share what Central Point has to offer.
- Attended an RVCOG where they had a SHAKE Alert training. They are working on a pilot program regarding what to do during an earthquake.

Council Member Allen Broderick attended Greeters at the bank.

XII. DEPARTMENT REPORTS

Parks and Public Works Director Matt Samitore reported that the company that we hired to do the rail crossing has started pulling out of the state of Oregon. All their staff that were working on the rail crossing have been pulled off the project. It has been a difficult week trying to figure out where we are with the paperwork that needs to be submitted in order to get the project going. We have lost at least 6 weeks of construction during the height of the construction period. It does not look like the project will begin this year. We are still trying to get the project to move forward but it does not look good for beginning this year.

Police Chief Kris Allison reported that:

- There was a fatal accident at the Pilot Station yesterday. It is still under investigation but there does not seem to be any intent on the part of the bus driver. It was a very tragic accident for the people on the bus.
- They had a meeting with Matt Sampson with the Sparrow Club. The Central Point Police and Fire District No. 3 will be partnering to sponsor a sparrow. This will not be using any city funds, but will allow the staff opportunities to help raise money for a Central Point Child.
- Working on a grant for two policing positions. If successful it will come back to the Council for further approval.
- The City is sponsoring an ALICE Training for Active Shooter response. This will be required for City Employees. Council members are welcome to attend.
- Last week was Kris Allison week in the Police Department. She is doing fine even with all the media coverage regarding the law suit. She is overwhelmed by the support of the Police Department members and she wanted the Council to know she is handling this just fine.

Community Development Director Tom Humphrey reported that:

- People continue to want to come to Central Point. The east side of town has all kinds of activity going on. We have entertained interest for the three corners at Hamrick and Pine.
- We are expecting to see more action on White Hawk subdivision. The reports are done for the arsenic issue in that area. There is also interest in property next to it.
- We should be seeing activity on the CP-3 expansion.

- There is interest in removing the old Saxbury Building and constructing two new buildings in its place. We have seen a pre application for this location.
- There will be a Citizens Advisory Committee meeting on July 11th. The Planning Commission was moved to July 18th because of the holiday.

City Attorney Sydnee Dreyer reported that:

- She hopes to continue to work with both Chris Clayton and Kris Allison for a long time.
- The City has received a letter regarding the property on Bush Street. There are other liens on the property which may change the way we move forward with the foreclosure. There may not be any money left after the property sells because we are way down the line in regards to the other liens. We have not sent out the notice of foreclosure yet. The plus is that hopefully new owners would clean up the property and the city would not be responsible for that. There is also some confusion if this is a municipal court judgement or a justice court judgement which will determine how we proceed.

XIII. EXECUTIVE SESSION - None

XIV. ADJOURNMENT

Brandon Thueson moved to adjourn, Mike Quilty seconded, all said “aye” and the Council Meeting was adjourned at 8:35 p.m.

The foregoing minutes of the June 29, 2017, Council meeting were approved by the City Council at its meeting of July 27, 2017.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Staff Report



Administration Department

Chris Clayton, City Manager
Deanna Casey, City Recorder
Elizabeth Simas, Human Resource
Director

TO: Honorable Mayor and City Council
FROM: Deanna Casey, City Recorder
SUBJECT: August Council Meeting Date Changes
DATE: July 27, 2017

Council has a very light schedule next month. Staff would like to recommend canceling the August 10, 2017 City Council meeting. There was one item noticed for August 10th but it will not be ready until the September 14th City Council meeting.

NEW MEETING SCHEDULE FOR August 2017

August 14, 2017 - Study Session 6:00 pm
August 24, 2017 – Council Meeting

RECOMMENDED MOTION:

Approve the Consent agenda as presented.



Staff Report

Finance Department
Steve Weber, Finance Director

To: Mayor & Council
From: Steve Weber, Finance Director
Date: July 27, 2017
Subject: June 30, 2017 Financial Statement Presentation

Background:

Attached are the final 2016/17 fiscal year (unaudited) financial statements for your review.

Although the year-end expense and revenue accruals are just beginning, the year-end financial picture is fairly established with little or no significant change between these statements and the audited statements is expected.

In considering all funds, we are ending the year in a strong position. Revenues in each of the Enterprise funds have exceeded budget expectations while overall city-wide expenditures are at 88.55%.

The City auditors, Isler CPA, will be onsite for audit review work the week of September 11th. If all goes according to schedule we will present the completed audit at the December 14th City Council meeting.

Recommended Action:

That the Mayor and Council accept the unaudited 2016/17 fiscal year financial statements as presented.

City of Central Point
Council Financial Statements
For period ending June 30, 2017

% of biennial budget 100.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
General Fund				
Revenues				
Taxes	\$13,163,000	\$13,119,161	\$43,839	99.67%
Licenses & Fees	120,550	\$129,688	-\$9,138	107.58%
Intergovernmental	1,185,990	\$1,035,301	\$150,689	87.29%
Charges for Service	2,320,700	\$2,476,335	-\$155,635	106.71%
Fines and Forfeitures	180,000	\$155,841	\$24,159	86.58%
Interest Income	35,000	\$81,564	-\$46,564	233.04%
Miscellaneous	589,395	\$448,958	\$140,437	76.17%
Transfers In	20,000	\$20,000	\$0	100.00%
Total Revenues	17,614,635	17,466,848	147,787	99.16%
Expenditures by Department				
Administration	1,518,200	1,368,482	149,718	90.14%
City Enhancement	408,000	305,693	102,307	74.92%
Technical Services	1,134,050	1,104,607	29,443	97.40%
Mayor & Council	123,100	96,251	26,849	78.19%
Finance	1,617,300	1,494,278	123,022	92.39%
Parks	2,037,065	1,914,885	122,180	94.00%
Recreation	1,109,350	833,144	276,206	75.10%
Planning	1,126,150	989,995	136,155	87.91%
Police	8,801,750	8,090,219	711,531	91.92%
Interdepartmental	265,000	261,455	3,545	98.66%
Transfers Out	212,850	212,850	0	100.00%
Contingency	180,000	0	180,000	0.00%
Total Expenditures by Department	18,532,815	16,671,861	1,860,954	89.96%
Net Change in Fund Balance		794,987		
Beginning Fund Balance	2,526,250	2,841,749	315,499	
Ending Fund Balance	<u>1,608,070</u>	<u>3,636,736</u>	<u>2,028,666</u>	

City of Central Point
Council Financial Statements
For period ending June 30, 2017

% of biennial budget 100.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
High Tech Crime Unit Fund				
Revenues				
Intergovernmental Revenue	\$0	\$0	\$0	0.00%
Charges for Services	0	0	0	0.00%
Miscellaneous	0	0	0	0.00%
Interfund Transfers	0	0	0	0.00%
Total Revenues	0	0	0	0.00%
Expenditures				
Operations	108,525	27,758	80,767	25.58%
Transfers	20,000	20,000	0	100.00%
Contingency	0	0	0	0.00%
Total Expenditures	128,525	47,758	80,767	37.16%
Net Change in Fund Balance		(47,758)		
Beginning Fund Balance	128,525	126,600	(1,925)	
Ending Fund Balance	0	78,842	78,842	

City of Central Point
Council Financial Statements
For period ending June 30, 2017

% of biennial budget 100.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
Street Fund				
Revenues				
Franchise Tax	\$485,000	\$480,000	\$5,000	98.97%
Charges for Services	2,304,000	\$2,665,428	-361,428	115.69%
Intergovernmental Revenue	1,996,800	\$2,082,235	-85,435	104.28%
Interest Income	16,000	\$32,783	-16,783	204.89%
Miscellaneous	385,000	\$1,076,297	-691,297	279.56%
Transfers In	0	\$0	0	0.00%
Total Revenues	5,186,800	6,336,744	-1,149,944	122.17%
Expenditures				
Operations	4,219,309	3,437,126	782,183	81.46%
SDC	1,224,800	505,307	719,493	41.26%
Transfers	64,700	64,700	0	100.00%
Contingency	157,000	0	157,000	0.00%
Total Expenditures	5,665,809	4,007,133	1,658,676	70.72%
Net Change in Fund Balance		2,329,611		
Beginning Fund Balance	1,983,860	1,949,927	-33,933	
Ending Fund Balance	<u>1,504,851</u>	<u>4,279,538</u>	<u>2,774,687</u>	
Capital Improvement Fund				
Revenues				
Intergovernmental	\$60,000	\$0	\$60,000	0.00%
Charges for Services	258,400	\$261,746	-3,346	101.29%
Interest Income	1,400	\$4,460	-3,060	318.58%
Total Revenues	319,800	266,206	53,594	83.24%
Expenditures				
Parks Projects	80,000	0	80,000	0.00%
Parks Projects - SDC	55,000	0	55,000	0.00%
Transfers Out	143,900	143,900	0	100.00%
Total Expenditures	278,900	143,900	135,000	51.60%
Net Change in Fund Balance		122,306		
Beginning Fund Balance	157,955	217,144	59,189	
Ending Fund Balance	<u>198,855</u>	<u>339,450</u>	<u>140,595</u>	

City of Central Point
Council Financial Statements
For period ending June 30, 2017

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	% of biennial budget <u>100.00%</u> Percentage Received/Used
Reserve Fund				
Revenues				
Interest	\$6,000	\$9,304	-\$3,304	155.07%
Transfers In	50,000	\$107,498	-57,498	215.00%
Total Revenues	56,000	116,802	-57,498	208.58%
Expenditures				
Facility Improvements	0	0	0	0.00%
Total Expenditures	0	0	0	0.00%
Net Change in Fund Balance		116,802		
Beginning Fund Balance	572,850	572,816	(34)	
Ending Fund Balance	<u>628,850</u>	<u>689,618</u>	<u>60,768</u>	
Debt Service Fund				
Revenues				
Charges for Service	\$469,400	\$427,232	\$42,168	91.02%
Interest Income	500	\$10,530	-10,030	2106.08%
Intergovernmental	325,728	\$325,727	1	100.00%
Special Assessments	44,000	\$68,072	-24,072	154.71%
Miscellaneous Revenue	3,681,977	\$3,651,782	30,195	0.00%
Transfers In	467,250	\$467,250	0	100.00%
Total Revenues	4,988,855	4,950,593	38,262	99.23%
Expenditures				
Materials & Services	3,681,977	3,652,790	29,187	99.21%
Debt Service	1,283,880	1,277,111	6,769	99.47%
Total Expenditures	4,965,857	4,929,901	35,956	99.28%
Net Change in Fund Balance		20,692		
Beginning Fund Balance	14,769	18,490	3,721	
Ending Fund Balance	<u>37,767</u>	<u>39,182</u>	<u>1,415</u>	
Building Fund				
Revenues				
Charges for Service	\$371,200	\$590,799	-\$219,599	159.16%
Interest Income	2,400	\$6,584	-4,184	274.34%
Miscellaneous	0	\$1,747	-1,747	0.00%
Total Revenues	373,600	599,130	-225,530	160.37%
Expenditures				
Personal Services	353,020	323,797	29,223	91.72%
Materials and Services	53,900	54,767	-867	101.61%
Contingency	4,500	0	4,500	0.00%
Total Expenditures	411,420	378,564	32,856	92.01%
Net Change in Fund Balance		220,566		
Beginning Fund Balance	214,625	277,214	62,589	

Ending Fund Balance

<u>176,805</u>	<u>497,780</u>	<u>320,975</u>
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City of Central Point
Council Financial Statements
For period ending June 30, 2017

% of biennial budget 100.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
Water Fund				
Revenues				
Charges for Services	\$6,112,200	\$6,533,662	-\$421,462	106.90%
Interest Income	12,000	\$29,883	-17,883	249.03%
Miscellaneous	4,775,218	\$5,270,214	-494,996	110.37%
Total Revenues	10,899,418	11,833,759	-934,341	108.57%
Expenditures				
Operations	11,418,868	10,794,989	623,879	94.54%
SDC Improvements	150,000	100,064	49,936	66.71%
Contingency	151,100	0	151,100	0.00%
Total Expenditures	11,719,968	10,895,054	824,915	92.96%
Net Change in Fund Balance		938,706		
Beginning Fund Balance	1,860,995	1,918,453	57,458	
Ending Fund Balance	<u>1,040,445</u>	<u>2,857,159</u>	<u>1,816,714</u>	
Stormwater Fund				
Revenues				
Charges for Services	\$1,787,700	\$1,854,541	-\$66,841	103.74%
Interest Income	7,000	\$14,934	-7,934	213.34%
Miscellaneous	2,000	\$1,763	237	88.16%
Total Revenues	1,796,700	1,871,239	-74,539	104.15%
Expenditures				
Operations	1,863,740	1,574,525	289,215	84.48%
SDC	113,460	51,045	62,415	44.99%
Contingency	46,500	0	46,500	0.00%
Total Expenditures	2,023,700	1,625,570	398,130	80.33%
Net Change in Fund Balance		245,668		
Beginning Fund Balance	934,860	989,361	54,501	
Ending Fund Balance	<u>707,860</u>	<u>1,235,029</u>	<u>527,169</u>	

City of Central Point
Council Financial Statements
For period ending June 30, 2017

% of biennial budget 100.00%

	2015/17 Biennial Budget	Biennium to Date Revenues & Expenditures	Difference	Percentage Received/Used
Internal Services Fund				
Revenues				
Charges for Services	\$2,474,000	\$2,501,453	-\$27,453	101.11%
Interest Income	1,000	\$5,122	(4,122)	512.24%
Miscellaneous	2,000	\$12,812	(10,812)	640.62%
Total Revenues	2,477,000	2,519,388	-42,388	101.71%
Expenditures				
Facilities Maintenance	559,500	502,465	57,035	89.81%
PW Administration	1,192,600	1,127,152	65,448	94.51%
PW Fleet Maintenance	762,600	708,223	54,377	92.87%
Interfund Transfers	50,000	50,000	0	100.00%
Total Expenditures	2,564,700	2,387,840	176,860	93.10%
Net Change in Fund Balance		131,548		
Beginning Fund Balance	153,380	199,587	46,207	
Ending Fund Balance	<u>65,680</u>	<u>331,135</u>	<u>265,455</u>	

City of Central Point
Budget Compliance Report
For period ending June 30, 2017

		% of biennial budget			100.00%
Fund	Department/ Classification	2015/17 Biennial Budget	Biennium to Date Expenditures	Percent Used	Difference
General	Administration	\$1,518,200	\$1,368,482	90.14%	\$149,718
	City Enhancement	408,000	305,693	74.92%	102,307
	Technical Services	1,134,050	1,104,607	97.40%	29,443
	Mayor and Council	123,100	96,251	78.19%	26,849
	Finance	1,617,300	1,494,278	92.39%	123,022
	Parks	2,037,065	1,914,885	94.00%	122,180
	Recreation	1,109,350	833,144	75.10%	276,206
	Planning	1,126,150	989,995	87.91%	136,155
	Police	8,801,750	8,090,219	91.92%	711,531
	Interdepartmental	265,000	261,455	98.66%	3,545
	Transfers	212,850	212,850	100.00%	0
	Contingency	180,000	0	0.00%	180,000
		Total Expenditures	18,532,815	16,671,861	89.96%
HTCU	Materials and Services	128,525	47,758	37.16%	80,767
		Total Expenditures	128,525	47,758	37.16%
Street	Operations	4,284,009	3,501,826	81.74%	782,183
	SDC Improvements	1,224,800	505,307	41.26%	719,493
	Contingency	157,000	0	0.00%	157,000
		Total Expenditures	5,665,809	4,007,133	70.72%
Capital Projects	Park Projects - SDC	135,000	0	0.00%	135,000
	Transfers	143,900	143,900	100.00%	0
		Total Expenditures	278,900	143,900	51.60%
Debt Service	Materials & Services	3,681,977	3,652,790	99.21%	29,187
	Deb Service	1,283,880	1,277,111	99.47%	6,769
		Total Expenditures	4,965,857	4,929,901	99.28%
Building	Personnel Services	338,020	323,797	95.79%	14,223
	Materials and Services	53,900	54,767	101.61%	(867)
	Contingency	4,500	0	0.00%	4,500
		Total Expenditures	396,420	378,564	95.50%
Water	Operations	11,418,868	10,794,989	94.54%	623,879
	SDC Improvements	150,000	100,064	66.71%	49,936
	Contingency	151,100	0	0.00%	151,100
		Total Expenditures	11,719,968	10,895,054	92.96%
Stormwater	Operations	1,863,740	1,574,525	84.48%	289,215
	SDC Improvements	113,460	51,045	44.99%	62,415
	Transfers	125,000	0	0.00%	125,000
	Contingency	46,500	0	0.00%	46,500
		Total Expenditures	2,148,700	1,625,570	75.65%
Internal Services	Facilities Maintenance	559,500	502,465	89.81%	57,035
	PW Administration	1,192,600	1,127,152	94.51%	65,448
	PW Fleet Maintenance	762,600	708,223	92.87%	54,377
		Total Expenditures	2,564,700	2,387,840	93.10%
Total City Operations		\$46,401,694	\$41,087,581	88.55%	\$5,314,113

Resolution

Mobilitie Franchise Agreement



STAFF REPORT

June 29, 2017

AGENDA ITEM: Mobilitie, LLC/Telecommunications Franchise Agreement

Consideration of Resolution No. _____ Recommending adoption of a resolution of the City of Central Point, Oregon granting a non-exclusive franchise to Mobilitie, LLC, a Nevada limited liability company for purposes of the construction and operation of a telecommunications system.

STAFF SOURCE:

Chris Clayton, City Manager
Sydney Dreyer, City Attorney

BACKGROUND:

Mobilitie is a public utility company that provides wireless telecommunications services and infrastructure, and is regulated by the Oregon Public Utility Commission. Mobilitie applied to the City for a conditional use permit for installation of a new tower-mounted antenna in the public right-of-way, located on South 9th Street between Pine St. and Oak St. in order to provide more coverage and capacity to data network users, and improve communication services in Central Point. That application was approved and following that approval, Mobilitie began negotiations with the City for a franchise agreement.

The franchise agreement provides essentially as follows:

1. Term: 5 years, with one renewal term of 5-years;
2. Franchise Fee: 7% of Mobilitie's gross revenue to be paid quarterly;
3. Liability insurance required;
4. Indemnification provisions; and
5. Provisions for relocation/repair of facilities and rights-of-way pursuant to code.

FISCAL IMPACTS:

Revenue is generally unknown as this is a new franchise within the City, and also relatively new to the state of Oregon. With the exception of the Pacific Power franchise agreement, which funds street lighting costs via the Public Works Department Street Fund, franchise agreement generated revenue is dedicated to the City's General Fund.

FINDINGS:

1. Mobilitie is a telecommunications service provider regulated by the Oregon Public Utilities Commission.
2. The proposed franchise agreement meets the conditions established by both the 1996 Oregon Telecommunications Act and Chapter 12.40 (Telecommunications Infrastructure) of the Central Point Municipal Code.

3. Telecommunications Services to Central Point citizens requires the installation, operation and maintenance of telecommunications systems and other related facilities to be located within Central Point public rights of way.
4. Mobilitie has requested a nonexclusive franchise to construct, install, maintain, extend and operate a telecommunications system in the City as designated in this agreement (Attachment B).
5. The City desires to set forth the terms and conditions by which Mobilitie may use the rights of way within the City.
6. The City of Central Point and Mobilitie have agreed to terms as designated in the proposed agreement.

ATTACHMENTS:

Mobilitie, LLC/Telecommunications Franchise Resolution and Agreement.

RECOMMENDATION:

Approve Resolution No. _____ adopting a non-exclusive franchise agreement with Mobilitie, LLC for purposes of the construction and operation of a telecommunications system.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CENTRAL POINT, OREGON GRANTING A
NON-EXCLUSIVE FRANCHISE TO MOBILITIE, LLC, A NEVADA LIMITED
LIABILITY COMPANY FOR PURPOSES OF THE CONSTRUCTION AND
OPERATION OF TELECOMMUNICATIONS INFRASTRUCTURE**

RECITALS:

1. The City of Central Point holds rights-of-way in trust for the public and has the responsibility and home-rule authority to manage and conserve the capacity of such rights-of-ways.
2. The City of Central Point is authorized by Chapter 221 of the Oregon Revised Statutes, the City of Central Point Charter and the Central Point Municipal Code to regulate, and receive compensation from, utilities occupying right-of-way within the City.
3. Mobilitie is a public utility company that provides wireless telecommunications services and infrastructure, and pursuant to applicable federal and state law has requested the City enter into a 5-year franchise agreement for Telecommunications Infrastructure in the City.
4. The City Council finds it in the best interest of the City to enter into the proposed franchise agreement to help provide the services, facilities, and equipment necessary to meet the future communications needs for the community.

Section 1. Franchise Agreement Adopted by City Council: The Franchise Agreement attached hereto as Exhibit "A" between the City of Central Point and Mobilitie is hereby adopted by the City Council and approved for signature by the City Manager.

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

Mayor Hank Williams

ATTEST:

City Recorder

City of Central Point
Telecommunications Franchise Agreement
Mobilitie, LLC

Franchise agreement authorized pursuant to Central Point Municipal Code Chapter 12.40, Telecommunications Infrastructure, between the City of Central Point (City) and Mobilitie, LLC, a Nevada limited liability company (Grantee) and dated this _____ day of _____, 2017.

1. **Grant of franchise.** Subject to the provisions and restrictions of this agreement and the Charter and the Municipal Code of Central Point, City grants to Grantee the non-exclusive privilege to use the public rights-of-way to construct, install, maintain and operate its Telecommunications System for the purpose of providing telecommunications services within the corporate limits of the City.
 - 1.1. For purposes of this agreement, and in addition to the definitions contained in Chapter 12.40, Telecommunication Services means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
 - 1.2. Telecommunications System means all facilities owned, operated or used by Grantee to provide Telecommunications Services and located in rights of way administered by City.
 - 1.3. Upon the annexation of any territory to the City, the rights of Grantee in this agreement shall extend to the annexed territory to the extent the City has such authority. All facilities owned, maintained, or operated by Grantee located within any public rights of ways of the annexed territory shall be subject to all of the terms of this agreement.
2. **Term.** The term of this franchise shall be five years from the date listed above and shall renew automatically for 1 additional term of 5 years unless written notice is given by either party 90 days before expiration of the then current term of its intent to terminate the franchise or unless terminated sooner as provided in this agreement or as provided in Chapter 12.40. This franchise may be terminated by the City at any time upon 30 days' prior written notice to Grantee specifying Grantee's failure to comply with the other provisions of this agreement or the Municipal Code of Central Point, unless such default is remedied within the 30 day period. Said notice and termination shall not prejudice or limit any other remedy of City. Upon termination or expiration of the franchise, Grantee shall remove all of its facilities from the City's rights of way as provided in Chapter 12.40. Grantee may terminate all or part of its Telecommunications System at any time for convenience.
3. **Fee.**

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

3.1.1. Gross Revenue means revenue of Grantee or any affiliate of Grantee in whatever form actually received from all sources in connection with operation of the Grantee's Telecommunications System throughout the entire franchise area and allocable during the Term of this Agreement, and includes any amount even if separately identified or accounted for by Grantee as franchise or other license fees, including but not limited to, revenues from subscribers and customers for internet access; and other fees related to the communications service; advertising revenue; and revenue from the sale or lease of any wire, cable, facility, pole, duct, conduit or similar transmission equipment. Gross Revenue excludes: (i) any payments, reimbursements, or pass-throughs from a third party to Grantee for utility charges, taxes, and other pass-through expenses, or in connection with maintenance work performed or equipment installed by Grantee; (ii) site acquisition, construction management, or supervision fees related to the installation of the Grantee Telecommunications System; and (iii) contributions of capital by any third party to reimburse Grantee in whole or in part for the installation of the Grantee Telecommunications System. As used in this section, "internet access" means access to content, information, electronic mail or other services offered over the internet, including voice over internet protocol (VOIP)." The fees and costs provided for in this franchise are subject to applicable federal and state laws.

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

3.2. Franchise fee payments not received by the City on or before the due date shall be assessed interest at the rate of one percent compounded monthly from the due date over the existing prime rate as set by the bank with

which the City contracts for its banking services, compounded daily. Interest shall be due on the entire late payment from the date on which the payment was due until the date on which the City receives the payment.

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

- 3.3. No acceptance of any payment by Grantee shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable. All amounts paid shall be subject to confirmation and recomputation by the City, provided that such audit and computation is completed within three years of the date any audited and recomputed payment is due and such audit shall not be completed by an auditor whose compensation is contingent, in whole or in part, upon the findings of such audit. If no such audit or financial review is conducted within the three year period, then any claim that the City might have had for additional compensation shall be forever waived and relinquished. Grantee agrees to reimburse the City for:
 - 3.3.1. The reasonable costs of such confirmation if the City's recomputation discloses that Grantee has paid 95% or less of the franchise fees owing for the period at issue upon receipt of an invoice from the City showing such costs were actually incurred and directly related to the audit.
 - 3.3.2. Reserved.
 - 3.3.3. The City's costs which may be reimbursed under this section shall not exceed \$5,000.00 per audit or financial review.
 - 3.3.4. If the City determines that Grantee made any underpayment, and that the underpayment exceeded five percent of the amount due, Grantee shall pay interest compounded at the rate of twelve percent per annum, compounded monthly or the maximum rate allowed by law, whichever is lower. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received.
 - 3.3.5. If the City determines that Grantee has made any overpayment, it shall immediately refund such overpayment to Grantee. If the overpayment exceeded five percent of the amount due, City shall pay interest compounded at the rate of twelve percent per annum,

compounded monthly or the maximum rate allowed by law, whichever is lower. Interest shall be due on the entire overpayment from the date on which the overpayment was made until the date on which refund is made.

- 3.4. If Grantee disputes the City's determination of underpayment, Grantee shall place the disputed amount in an escrow account until final resolution.
- 3.5. All Grantee's books, maps, and records directly concerning its Gross Revenues under this franchise and its calculation of franchise fee payments to the City shall be open for inspection by the proper officers or agents of the City, upon no less than 30 days' prior written notice, during normal business hours to determine the amount of compensation due the City under this franchise, and shall be kept so as to accurately show the same.
- 3.6. Payment of the franchise fee shall not exempt Grantee from the payment of any license fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax or charge.

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

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

5. General Financial and Insurance Provisions.

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

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

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

6. Covenant to Indemnify and Hold City Harmless.

- 6.1. Grantee shall defend, indemnify and hold the City and its officers, employees, agents, elected officials, and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its Telecommunication System, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by Chapter 12.40 or by this agreement.
- 6.2. Grantee also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities in the public rights-of-way in a timely manner in accordance with a relocation schedule furnished to Grantee by the City Engineer, unless Grantee's failure arises directly from the City's negligence or willful misconduct.
- 6.3. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and

defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

7. Construction and Relocation.

- 7.1. Subject to applicable regulations of the City, Grantee or a contractor working on behalf of Grantee may perform all necessary construction to construct, operate and maintain its Telecommunications System. All construction and maintenance of any and all Telecommunications System facilities within public rights-of-way incident to Grantee's provision of telecommunications services shall, regardless of who performs installation or construction, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits (no-fee permits are typically issued for franchise utilities) necessary for installation or construction of any such facilities, and for excavation and laying of any telecommunications system facilities within City public rights-of-way. Grantee shall pay all applicable fees due for City construction permits.
- 7.2. Prior to beginning construction, Grantee shall provide the City with an initial construction schedule for work in the public rights-of-way and the estimated total cost of such work. The schedule shall be submitted at least two weeks in advance of construction.
- 7.3. Grantee may make excavations in the City public rights-of-way for any facility needed for the maintenance or extension of Grantee's telecommunications system, subject to obtaining permits from the City. Prior to doing such work, Grantee must apply for, and obtain, appropriate permits from the City, and give appropriate notices to any other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation.
- 7.4. In the event that emergency repairs are necessary for Grantee's facilities in the public rights-of-way, Grantee shall immediately notify the City of the need for such repairs. Grantee may immediately initiate such emergency repairs, and shall apply for appropriate permits the next business day following discovery of the emergency. Grantee must comply with all ordinance provisions relating to such excavations or construction.
- 7.5. Grantee is responsible for becoming familiar with, and understanding the provisions of ORS Chapter 757, governing the location of underground facilities (the "One-Call statutes"). Grantee shall comply with the terms and conditions set forth in the One-Call statutes.
- 7.6. Grantee shall at its own expense temporarily or permanently remove, relocate, change or alter the position of any of its facilities when directed to do so by City in compliance with Chapter 12.40.

- 7.7. Grantee's telecommunications system shall be constructed and maintained in such manner as not to interfere with City sewers, water systems, electric systems or any other facilities of the City.
- 7.8. Where Grantee installs its Telecommunications System under or adjacent to any existing paved bicycle path, the path shall be overlaid with a new asphalt surface after construction. Where Grantee installs its Telecommunications System along the route of a planned bicycle path, the City may require Grantee to construct the bicycle path as a condition of plan approval. All such bicycle path repair and construction shall be at Grantee's expense.
- 7.9. Upon completion of construction of any new facilities, Grantee shall promptly furnish the City with two sets of "as built" plans showing the exact location and construction details of all of Grantee's facilities. New plans will be furnished promptly for any additions or modifications.

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

- 7.10. Except in the case of an emergency, within ninety days following the written notice by the city, Grantee shall, at no expense to City, temporarily or permanently remove, relocate, change or alter the position of any of Grantee's Telecommunications System within the public rights-of-way whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

- 7.10.1. The construction, repair, maintenance or installation of any city or other public improvement in or upon the public rights-of-way;

- 7.10.2. The operations of the city or other governmental entity in or upon the public rights-of-way;

- 7.10.3. The public interest.

- 7.11. Should it ever become necessary to temporarily rearrange or temporarily remove Grantee's telecommunications facilities at the request of a private person or business, Grantee shall perform such rearrangement or removal as expeditiously as possible upon receipt or reasonable written notice from the business or person desiring the temporary change of the telecommunication facilities. The notice shall:

- 7.11.1. be approved by the City Manager;
- 7.11.2. detail the route of movement;
- 7.11.3. provide that the costs incurred by Grantee in making the temporary change be borne by the person or business giving said notice;
- 7.11.4. provide that the person or business giving the notice shall indemnify and hold harmless Grantee of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary change of Grantee's telecommunications facilities, and (e) if required by Grantee, be accompanied by a cash deposit or a good and sufficient bond to pay any and all of Grantee's estimated costs as estimated by Grantee.
- 7.11.5 be accompanied by a cash deposit or a good and sufficient bond to pay any and all of the Grantee's estimated costs as estimated by Grantee, unless Grantee provides written confirmation that it waives such requirement.

8. Reservation of City Public rights-of-way Rights.

- 8.1. Nothing in this franchise shall be construed to prevent the City from constructing sewers, water systems, electric systems, grading, paving, repairing or altering any public rights-of-way or constructing or establishing any other public work or improvement.
- 8.2. Grantee's Telecommunications System shall be installed underground unless otherwise provided in this Agreement or if Grantee contracts with another City of Central Point franchisee to employ that franchisee's above-ground facilities in place at the time this franchise is granted. It shall be lawful for Grantee to make all necessary excavations in any public way for the purpose of constructing and maintaining its Telecommunications System. Provided, however, that Grantee's use of the public way shall be subject to the City Manager's authority to prescribe which public way will be used and the location within the public way, which authority is hereby expressly reserved by the City and delegated to the City Manager. Any new facilities in Grantee's Telecommunications Systems proposed to be located above-ground shall be placed on existing authorized utility poles or on new utility poles, provided that such new utility poles shall comply with all applicable City requirements.

- 8.3. Whenever all new or existing electric utilities, telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee with permission to occupy the same public right-of-way must also locate its telecommunications facilities underground.
- 8.4. Whenever all new or existing electric utilities, telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee that currently occupies the same public right-of-way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public right-of-way, absent extraordinary circumstances or undue hardship as determined by the city and consistent with applicable state and federal law.
9. **Repair.** Grantee shall at all times maintain all of its Telecommunications System in a good state of repair. Motorized vehicles shall not be allowed on any public bicycle paths and landscaped areas, except when necessary to install, remove or repair Grantee's facilities. Except in an emergency, permission shall be obtained from the City Public Works Department before using motorized vehicles on any public bicycle paths and landscaped areas. Any damage to any public way or landscaped areas caused by Grantee shall be repaired by Grantee at no cost to the City. Grantee shall have a local representative available by phone or in person at all times through the local utility coordinating notification center, whether it be the Rogue Basin Utilities Coordinating Council, the Oregon Utility Notification Center, and any such successor authority, to locate Grantee's facilities for persons who need to excavate in a public way. Should Grantee fail to maintain or repair any such facilities by the date established by the City, the City may affect such repair, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay.
10. **City's Written Consent Required for Assignment, Transfer, Merger, Lease or Mortgage.** Except as otherwise provided herein, ownership or control of a Telecommunication System or franchise may not, directly or indirectly, be transferred, assigned or disposed of by lease, or other act of Grantee, by operation of law or otherwise, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent. Notwithstanding any provision in this Agreement to the contrary, Grantee shall have the right to assign this Agreement without consent of the City to any parent, subsidiary, affiliate, or any person, firm, or entity that controls, is under the control of, or is under common control with Grantee, or to any entity that purchases all or substantially all of the stock or assets of Grantee.
- 10.1. Where consent from the City is required by this Agreement, Grantee and the proposed assignee or transferee of the grant or system shall provide and certify the following information to the City not less than 120 days prior to the proposed date of transfer:

- 10.1.1. Complete information setting forth the nature, terms and condition of the proposed transfer or assignment;
- 10.1.2. All information required of a telecommunications franchise applicant pursuant this chapter with respect to the proposed transferee or assignee;
- 10.1.3. Any other information reasonably required by the City.
- 10.2 No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the telecommunications system pursuant to this title.
- 10.3 Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign a telecommunications franchise.
- 10.4 Any transfer or assignment of a telecommunications grant, system or integral part of a system without prior written approval of the City under this section or as otherwise allowed under this Agreement shall be void and is cause for revocation of the franchise.
- 10.5. Grantee may dedicate or lease its Telecommunications System or any portion thereof to Grantee's customers, or otherwise make its facilities available in the ordinary conduct of its business as a telecommunications company without the consent of the City, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its facilities, and so long as the City's bandwidth and/or access speed are not diminished.

11. Miscellaneous Provisions.

- 11.1. Both Grantee and the City shall comply with all applicable federal and state laws. Grantee shall comply with all applicable City ordinances, resolutions, rules and regulations adopted or established pursuant to the City's lawful authority. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, the "Laws") that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the effective date of this Agreement and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

- 11.2. If any section, provision or clause of this franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this franchise shall not be affected, unless the city council determines such section, provision, or clause was material to the City's agreement to issue a franchise to Grantee.
- 11.3. The City Manager is authorized to act for the City in all matters pertaining to this agreement. Grantee may appeal any action of the City Manager to the City Council by giving written notice thereof within 21 days after Grantee was notified of such action. The City Council will hear the appeal and render a final decision within 30 days after the notice of appeal is given. Grantee shall not be relieved of its obligations to comply with any of the provisions of this franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this franchise by reason of such failure or neglect.
- 11.4. Any litigation between the City and Grantee arising under or regarding this franchise shall occur, if in the state courts, in the Jackson County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 11.5. Whenever any notice is given pursuant to this ordinance, it shall be effective on the date it is sent in writing by registered or certified mail, addressed as follows:

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

To Grantee: Mobilitie, LLC
Attn: Legal Department
660 Newport Center Drive
Suite 200
Newport Beach, CA 92660
(877) 999-7070
legal@mobilitie.com

With an email copy to:
Attn: Asset management
assetmgmt@mobilitie.com

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

- 11.6. In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, the City's liability shall be limited to the cost of repair or replacement of damaged facilities, whichever is less. Neither party will be liable under this franchise for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. Grantee covenants that it will not assert any claim against the City for any liability, loss, or damage excluded under this section.
- 12. Other Authority Superseded.** Upon effectiveness of this franchise, any and all authority to operate previously granted to Grantee by the City shall be superseded by this franchise.
- 13. Cable Authority.** This franchise does not authorize Grantee to operate a cable system or provide video programming, as defined by 47 U.S.C.A §522 (Supp. 1997). In the event that Grantee wishes to add cable television services to the list of services, as regulated by the Federal Communications Act of 1934, as amended, Grantee agrees that it must negotiate an additional agreement with the City setting forth the terms and conditions governing such service. Other than as prescribed in Section 3.6, Grantee shall not be required to pay any additional fee, compensation or consideration to the City for its use of the public way. However, Grantee shall pay any charges and penalties imposed by the City for noncompliance with Charter provisions, ordinances, resolutions or permit conditions.
- 14. Performance Bond.** Grantee shall provide a performance bond, in the amount of \$10,000.00, or other lesser amount as agreed to in writing by City as being sufficient to assure proper restoration of any street, sidewalk or other surface disturbed by Grantee. Grantee shall keep the bond in full force and effect during any activities that disturb the surface of any rights of way and for a period of at least one year after restoration of rights of way. The bond may be withdrawn one year after restoration of rights of way, but shall be restored prior to any further action that would disturb any street, sidewalk or other surface. The bond shall be issued by a surety authorized to do business in the state of Oregon and with a Best's rating of A- VII or higher.

In the event of construction by Grantee which is likely to be substantially greater than \$10,000.00, or in the event City's cost to complete or repair the construction upon Grantee's failure to perform would be greater than \$10,000.00, as reasonably determined by City, City may require the amount of the performance bond to be increased. The increased performance bond would apply each time Grantee applies for permits to perform work within the City. Grantee shall

provide City cost estimates of such work in a format reasonably acceptable to City.

Grantee:

Mobilitie, LLC

By: 

Title: SVP, GENERAL COUNSEL

City:

City of Central Point

By: _____

Title: _____

Business

Planning Commission Report



PLANNING DEPARTMENT MEMORANDUM

Date: July 27, 2017
To: Honorable Mayor & Central Point City Council
From: Tom Humphrey AICP, Community Development Director
Subject: Planning Commission Report

The following item was presented by staff and discussed by the Planning Commission at its meeting on July 18, 2017.

- A. Deliberation for the Site Plan and Architectural Review application for Smith Crossing at Twin Creeks, a 245-unit multifamily development within the Medium Mix Residential (MMR) zone in the Twin Creeks TOD Master Plan area.** The 9.45 acre project site consists of two (lots) on North Haskell Street identified on the Jackson County Assessor's Map as 37S 2W 03C Tax Lot 138 and 37S 2W 03DC Tax Lot 3400. Applicant: PCMI, Inc.; Agent: Scott Sinner, Scott Sinner Consulting, Inc. One of the six Planning Commissioners in attendance recused herself due to her unwillingness to deliberate. The remaining five members received a staff report including a brief review of the previous meeting and a summary of written testimony and new evidence received during the open record period. Open record evidence was addressed and the staff findings, conclusions and recommendation remained the same. After deliberation, the Planning Commission voted unanimously to approve the site plan and architectural review for the multifamily development with seven (7) recommended conditions.

MISCELLANEOUS

- Planning Commissioner Training/Planning in Oregon: Building Successful Communities - Rogue Valley COG Office on October 7 - 9:00-4:00
- <http://www.thechinookinstitute.org/shop/copy-of-planning-in-oregon-building-successful-communities-medford>

Business

Park Commission Report



STAFF REPORT

June 22, 2017

AGENDA ITEM: Parks Commission Report

STAFF SOURCE:

Matt Samitore, Director

BACKGROUND/SYNOPSIS:

The Parks Commission met on June 15, 2017. There were three discussion items.

1. Noise Complaint and options for Basketball at Don Jones Memorial Park – Residents of Whispering Trees subdivision have requested help to alleviate the noise from the bouncing of basketballs. Commission’s recommendation is to look into options of different backboards and nets that are quieter. Also explain that when it is resurfaced again in the 2-4 year time period we would look at surfaces that help deafen the sound. Additionally, the Commission asked staff to look at some additional tree plantings.
2. Review design for Community Center – Staff presented the overall review of the Community Center. Commission recommended eliminating the locker facilities and has more changing areas. Concerns were raised over need for locker facility with no work out portion and also issues that have arisen nationally on locker room safety. Asked to have more time to look at architectural theming.
3. Park Rental Fees and Uses – Staff recommended no jump houses in the parks and gave the reasons why having them has become problematic. Commission recommended a security deposit for special events to ensure the area is cleaned up after events occur. Commission recommended single fee for application/alcohol for special events.

RECOMMENDATION:

Staff recommends approving the Parks Commission Report, with one change. Allow for jump houses in Twin Creeks Parks per review by a Special Events Permit thru City Council. This would allow for Dare Days and some larger events to still have them per Council approval.

Business

Pine Street Bid Award



STAFF REPORT

July 19, 2017

AGENDA ITEM: Business item approving low bid for the East Pine Street Streetscape and Waterline Project.

STAFF SOURCE:

Matt Samitore, Director

BACKGROUND/SYNOPSIS:

The Parks & Public Works Department in collaboration with the Central Point Development Commission has prepared a bid for East Pine Street Streetscape. The base bid included the street scape and signals. A secondary project was for a new 8" waterline from Highway 99 to 6th street.

FISCAL IMPACT:

The items are budgeted for the in the 2017/2019 Budget.

BID:

The City received two bids from Knife River Materials, Inc. and Pilot Rock Excavation. The overall low bidder was Pilot Rock Excavation. The total estimated costs for both the waterline were estimated at \$5,020,000. The low bid from Pilot Rock totals \$5,138,627.00. Public works will work with the contractor to potentially lower the cost if possible. If not possible the extra costs will come from the City water fund to pay the difference.

The downtown water reservoir project, estimated at \$450,000 will be used to augment the difference and pay for the Construction Engineering Contract, estimated at \$160,000 or less with Adkins Engineering. Contingency will also be used from this line item. If contingencies exceed the budgeted amount then the City could use the funds from the recently approved fuel tax increase. These funds were originally earmarked for the Beebe/Hamrick Signal.

A separate agreement with the City and the Development Commission will be needed for payment of the Construction Engineering and monthly invoicing for the streetscape project.

	Budget	Pilot Rock	Knife River
Street Scape	\$ 3,634,000.00	\$ 3,712,847.00	\$ 3,585,819.50
Waterline	\$ 486,000.00	\$ 905,780.00	\$ 1,285,610.00
Street Lights	\$ 900,000.00	\$ 520,000.00	\$ 485,000.00
Total	\$ 5,020,000.00	\$ 5,138,627.00	\$ 5,356,429.50

RECOMMENDATION:

Staff recommends approving the low bid.

PUBLIC HEARING REQUIRED:

No

SUGGESTED MOTION:

I move to approve the low bidder Pilot Rock Excavation in the amount of \$5,138,627.00 for the East Pine Street Streetscape and waterline.

Business

Run 4 Freedom Report and donation request



STAFF REPORT

To: Central Point City Council
From: Cory Long, Parks & Recreation Department
Subject: Run 4 Freedom
Date: July 12, 2017

Purpose: Report on Run 4 Freedom Performance

Background: Registration was down by 60 participants this year compared to last years' Run 4 Freedom. This was anticipated and expected due to the day of the week the Run fell on. Also expenses were kept to a minimum with a reduction in marketing based on ROI and a history of low performance of event as a fundraiser. This was done in effort to increase the run earnings.

Staffing was kept to a minimum and all staff rolled over to Parade and Park staffing.

Financial breakdown:

Expenses	
Medals	(806.00)
1mi Trophies	(15.96)
5K Trophies	(62.03)
Shipping	(27.52)
Ribbons/Stickers	(126.00)
	(1,037.51)
Revenue	
Cash and Check registrations	468.00
GMR.com	1,600.00
Finance Deposits	105.00
	2,173.00
Total Revenue	1,135.49
Donations	
Ray's Food Place	15 cases of water

Recommendation: Issue revenue to Crater Cross Country for fundraiser purposes.