



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, February 23, 2023

Next Res(1736) Ord (2094)

- I. **REGULAR MEETING CALLED TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **PUBLIC COMMENTS**

Public comment is for non-agenda items. If you are here to make comments on a specific agenda item, you must speak at that time. Please limit your remarks to 3 minutes per individual, 5 minutes per group, with a maximum of 20 minutes per meeting being allotted for public comments. The council may ask questions but may take no action during the public comment section of the meeting, except to direct staff to prepare a report or place an item on a future agenda. Complaints against specific City employees should be resolved through the City's Personnel Complaint procedure. The right to address the Council does not exempt the speaker from any potential liability for defamation.

- V. **CONSENT AGENDA**
 - A. **Approval of February 9, 2023 City Council Minutes**
 - B. Appointment of Planning Commission Member

- VI. **ITEMS REMOVED FROM CONSENT AGENDA**

- VII. **PUBLIC HEARING**

Public comments will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.

- A. Public Hearing of Ordinance Amending Ch. 3.25 in Part Parks Maintenance Fee - Page(s) 14-17 (Dreyer)
- B. Public Hearing of Ordinance Amending Ch. 3.26 Public Safety Fee - Page(s) 18-21 (Dreyer)

- VIII. **ORDINANCES, AND RESOLUTIONS**

- A. Resolution No. _____ Community Center Design Agreement & Partnership With Jackson County - Page(s) 22-75 (Clayton)
- B. Ordinance No. _____ An Ordinance Amending Ordinance No. 1907 (in part) and Ordinance No. 1949 Regarding Fire Lanes - Page(s) 76-80 (Dreyer)

- IX. **BUSINESS**

- X. **MAYOR'S REPORT**

Mayor
Hank Williams

Ward I
Neil Olsen

Ward II
Kelley Johnson

Ward III
Melody Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez

At Large
Michael Parsons

XI. CITY MANAGER'S REPORT

XII. COUNCIL REPORTS

XIII. DEPARTMENT REPORTS

XIV. EXECUTIVE SESSION

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 Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

XV. ADJOURNMENT

Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 72 hours prior to the City Council meeting. To make your request, please contact the City Recorder at 541-423-1015 (voice), or by e-mail to Rachel.neuenschwander@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

CITY OF CENTRAL POINT

Oregon

City Council Meeting Minutes Thursday, February 9, 2023

I. REGULAR MEETING CALLED TO ORDER

The meeting was called to order at 7:00 PM by Mayor Hank Williams

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Attendee Name	Title	Status	Arrived
Hank Williams	Mayor	Present	
Neil Olsen	Ward I	Present	
Kelley Johnson	Ward II	Present	
Melody Thueson	Ward III	Present	
Taneea Browning	Ward IV	Present	
Rob Hernandez	At Large	Present	
Michael Parsons	At Large	Present	

Staff members present: Parks & Public Works Director Matt Samitore, City Attorney Sydnee Dreyer (Remote), Planning Director Stephanie Holtey (Remote), Building Manager Derek Zwagerman, Police Chief Scott Logue, City Recorder Rachel Neuenschwander

IV. PUBLIC COMMENTS

Crater Academy of Health & Public Service Senior Emma Bohn gave an update of what is going on at Crater High School.

V. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rob Hernandez, At Large
SECONDER:	Melody Thueson, Ward III
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

A. Approval of January 26, 2023 City Council Minutes

B. December 31, 2022 Financial Statements

C. Appointment of Planning Commission Member

Rob Hernandez moved to approve the consent agenda with the correction of the December 31, 2022 Financial Statements.

Mike Parsons voted yes on approval of the December 31, 2022 Financial Statements and the Appointment of Planning Commission Member, he abstained from the January 26, 2023 City Council Minutes.

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. ORDINANCES, AND RESOLUTIONS

A. Ordinance No. _____, An Ordinance Amending Sections 15.04.010 Standards Applicable to Building of the Central Point Municipal Code to Comply with Updates and References to New State Code

Derek Zwagerman presented the second reading of an Ordinance Amending Sections 15.04.010 Standards Applicable to Building the Central Point Municipal Code to Comply with Updates and References to New State Code; no changes have been made since the first reading.

Melody Thueson made a motion to approve Ordinance 2093 an Ordinance Amending Sections 15.04.010 Standards Applicable to Building the Central Point Municipal Code to Comply with Updates and References to New State Code

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Melody Thueson, Ward III
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

B. Resolution No. _____ A Resolution Approving a 2021-23 Supplemental Budget

Finance Director Steve Weber presented a resolution approving a 2021-23 Supplemental Budget. Multiple circumstances fall under ORS 294.471; the first is an amendment to the agreement between School District #6 and the Police Department, and the second involves the sale of assets. ORS 294.463 (1) allows the transfers of appropriations to be made within a fund when authorized by an ordinance or resolution of the governing body.

With the adoption of the changes contained in this second supplemental budget (\$346,035), the amended 2021-23 biennial budget will increase to \$66,799,390. The originally adopted budget was \$63,498,670.

Mike Parsons moved to approve Resolution 1734 a Resolution Approving a 2021-23 Supplemental Budget.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Parsons, At Large
SECONDER:	Taneeea Browning, Ward IV
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

C. Resolution No. _____, A Resolution of the City of Central Point Setting a Water Rate Adjustment Effective March 21, 2023

Parks and Public Works Director Matt Samitore presented to the council a resolution of the City of Central Point Setting a Water Rate Adjustment Effective March 21, 2023.

Minutes Acceptance: Minutes of Feb 9, 2023 7:00 PM (CONSENT AGENDA)

The Medford Water Commission recently completed an annual rate review/analysis (analysis performed by HDR Engineering) and determined that the “other cities” water rate category, which includes the City of Central Point, should be increased by 8-12% beginning March 21, 2023. Additionally the City has seen a near 20% increase in the costs of goods including ductile iron pipe, water meters and fire hydrants.

Using a combination of factors including rate of growth, adjusted capital improvement plans and staffing, the City has concluded we need a 7% increase for 2022-2023 to keep existing service levels and keep updating/upgrading the system for current and future residents. Capital Improvements for the next two years will include an upgraded waterline across highway 99 near the Providence clinic which will help distribute water evenly across the highway. Additional improvements will be replacing 100 plus year old pipe in the downtown core area as well as improvements associated with grant projects such as West Pine Street.

Rob Hernandez moved to approve Resolution 1735 A Resolution of the City of Central Point Setting a Water Rate Adjustment Effective March 21, 2023.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rob Hernandez, At Large
SECONDER:	Kelley Johnson, Ward II
AYES:	Williams, Olsen, Johnson, Thueson, Browning, Hernandez, Parsons

VIII. BUSINESS

A. Discussion of Little League Cost Estimates

Matt Samitore presented to the council the Baseball Complex Update. The City met with RH2 Engineering on 2/1/2023 to discuss the cost estimates for the Little League Complex Renovations. Unfortunately, none of the numbers associated with the project are currently within budget. RH2 presented three options for the City, and only two are potentially viable. Each option includes new turf infields, grass outfields, revised scoreboards, benches, and bleachers. From there, each option is dramatically different.

There was discussion on which way the council would like the city to proceed, council was concerned that if the plans changed from turf to dirt fields would the existing sponsors want to continue to sponsor the project.

Mr. Samitore will address the concerns and bring back updated plans to the council in approximately six (6) weeks.

IX. MAYOR'S REPORT

Mayor Hank Williams reported that:

- He attended the SOREDI/RVCOG Event for newly elected officials.

- He and Stephanie Holtey interviewed Alicia Van Riggs who wants to be on the Planning Commission, she will be appointed at the next meeting.

X. CITY MANAGER'S REPORT

Parks and Public Works Director Matt Samitore presented the City Managers Report:

- Chris had a successful surgery.
- Kids from Jewett delivered hearts around City Hall for Valentine's Day.
- Bollard signs have been installed on Pine St at 2nd St and 4th St.
- The Rogue Valley Tribune is up and running.
- There has been a significant hiring process; the parks maintenance worker will be starting Monday, they have filled the recreation specialist position, and they will be starting soon. Friday, they will be interviewing to fill the Community Planner position, and next week they will be interviewing for the lead equipment mechanic position.

XI. COUNCIL REPORTS

Council Member Mike parsons reported that:

- He attended the January Rogue Valley Sewer Service Board of Directors meeting. Four board members are up for re-election in May, he included.
- He attended the January Study Session.
- He attended the January Jackson County Local Public Policy Coordinating Council meeting. Speakers were Sheriff Nate Sickler, Jackson County Code Enforcement Alicia Brown, and Water Resources and Water master Justin Dillon. Discussion was on the current state dealing with illegal grows and the status of the current years grows.
- The Central Point Volunteer Program, has initiated the initial phase of training for a 4th new recruit, Donna Epstein. Donna will be a valuable asset with the volunteers program, as well as an asset for the renewed guardian angel program.
- He attended the Elected Officials forum facilitated by RVCOG and SOREDI, and that included the mixer.
- The Central Point Volunteer Program had a January monthly meeting that included discussion of upcoming events, and are initiating plans to reintroduce Guardian Angel service to Central Point Retirement and Assisted Living facilities.
- He attended the Virtual Public Meeting on the New Climate Friendly and Equitable Communities Rules meeting.
- March 4th the Polar Plunge is returning to the Rogue Valley Country Club. All proceeds and donation go directly to the Special Olympics. Members of the Central Point Police Department and a volunteer will be taking the plunge.

Council Member Rob Hernandez reported that:

- He has been working with the Crater Foundation.
- He has been working with the Central Point Rotary.

Council Member Tanea Browning reported that:

- She attended League of Oregon Cities committee meetings
- She is working on a pollinator project for cooperation on plantings at Skyman arboretum and seeds in a ball February Gather & Make.
- She is working with two high school students on a Creekside project.
- She attended the Bear Creek Restoration Initiative group call, this group is different than the Envision Bear Creek project, their focus is to restore the Bear Creek riparian environment to a wide belt of native trees and shrubs, clean water, and complex habitat condition.
- She attended the Medford Water Commission meeting
- She attended the Newly Elected Officials meet and greet with RVCOG and SOREDI

Council Member Kelley Johnson reported that she attended the RVCOG and SOREDI Newly Elected Officials Event.

Council Member Neil Olsen reported that:

- He attended the RVCOG SOREDI Newly Elected Officials Event
- He attended the Virtual Public Meeting on the New Climate Friendly and Equitable Communities Rules meeting.
- He attended the school board meeting

XII. DEPARTMENT REPORTS

Finance Director Steve Weber reported that we are closing in on the 2021 Financial Audit, which will be presented at the next council meeting.

Police Chief Scott Logue reported that:

- A significant case came up after the last council meeting, and he was here until 11 pm.
- Tonight before the council meeting, there was an attempted robbery at the purple parrot.
- Next Friday, the 17th, we have an officer graduating from the academy.

Planning Director Stephanie Holtey reported that:

- She had a good interview with Alicia Van Riggs, detail oriented and passionate about community engagement.
- That the climate-friendly and equitable virtual meeting was held Monday night, and 8 out of 11 attendees were from Central Point.
- They have four applications from the Smiths for the development of the commercial property east of Pear Valley.

City Attorney Sydnee Dreyer reported that she has been working with Matt on resolutions coming to the council soon.

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

neil mike seconded 8:25PM

The foregoing minutes of the February 9, 2023, Council meeting were approved by the City Council at its meeting of _____, 2023.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Minutes Acceptance: Minutes of Feb 9, 2023 7:00 PM (CONSENT AGENDA)



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

ISSUE SUMMARY

TO: City Council **DEPARTMENT:**
Administration

FROM: Rachel Neuenschwander,

MEETING DATE: February 23, 2023

SUBJECT: Appointment of Planning Commission Member

ACTION REQUIRED: Motion **RECOMMENDATION:**
Approval

Mayor Hank Williams and Planning Director Stephanie Holtey interviewed applicant Alicia Van Riggs on February 7, 2023.

After interviewing Ms. Van Riggs, Mayor Williams will make a recommendation at the February 23, 2023 Council Meeting.

RECOMMENDED MOTION:

I move to appoint Don Dixon to the Planning Commission.

ATTACHMENTS:

1. Planning Commission Application Alicia Van Riggs

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



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

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

Name: Alicia Van Riggs Date: 1/25/2023

Address: _____

Home Phone: n/a Business Phone: n/a Cell Phone: _____

Fax: n/a E-mail: avanriggs@gmail.com

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

Are you a city resident? Yes x No _____ If Yes, How long: moved to CP in July 2021

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

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

- Budget Committee: Meetings vary in April Bi-Annually
- Citizens Advisory Committee: 2nd Tuesday of quarterly
- Planning Commission: 1st Tuesday of each month
- Parks and Recreation Committee/Foundation: Meeting dates vary

Employment, professional, and volunteer background:

I have worked for over 20 years in the capital strategy / construction project management field in Higher Education, and recently pivoted Operational Project Management at Asante. See attached resume for additional professional employment details. In addition I have served in volunteer leadership positions at churches for which I was a member when I lived in Oakland, CA.

Community affiliations and activities:

I am a member of the Medford AAUW branch and I've joined the nascent group to care for the Pioneer Cemetary adjacent to Don Jones Park. I am a frequent patron and supporter of JCLS. I support ACCESS and JPR. My husband works at MRE Elem school, our two daughters attend MRE and are involved in extracurricular activities. I'm still mourning the loss of reading the Mail Tribune!

Previous City appointments, offices, or activities:

No previous City appointments, offices or activities.

Attachment: Planning Commission Application Alicia Van Riggs (1646 : Planning Commission Appointment)

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

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

As a new resident, I am looking forward to serving my new community. I support citizen engagement for long-term, measured growth and care about how my city's urban development is planned and executed. I am thoughtful, detail-oriented and bring a curious mind to all that I do. I seek to build relationships and consensus. I care about housing that is affordable, neighborhoods that are safe for children and pedestrians, and commercial land-use that benefits the community's long-term viability.

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

The major concern for Central Point residents is growing the city holistically and aligned with our strategic plan: developing housing and commercial use while also providing for concurrent necessary supported efforts in education, infrastructure and utilities, Fire/Police, greenspace and parks, etc.

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

My short time working for the City of Berkeley - Public Works dept. allowed me to work within City Government and appreciate all the hard work that is required to operate a City. I value cooperation and collaboration, and I have a strong work ethic and high ethical standards. Central Point is a special community and it would be an honor to serve the citizens and elected officials in a volunteer capacity. Thank you for the opportunity to apply for the opening.

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

I do not anticipate conflicts of interest, I and my family members do not have financial stake in entities that would be affected by the work of the Planning Commission. Should that change, I would immediately notify the Commission Chair and review recusal policies and/or voluntarily terminate my appointment.

Please feel free to use additional sheet if you have more information to help the Council make a final decision.

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

Signature: Alicia Van Riggs Date: January 25, 2023

Attachment: Planning Commission Application Alicia Van Riggs (1646 : Planning Commission Appointment)

ALICIA M. VAN RIGGS510.517.3118 (cell) avanriggs@gmail.com**WORK HISTORY***Strategic Project Manager – Project Management Office*

Asante, Medford OR. June 2022 – Present.

- Develop and manage systemwide, strategic projects, including approval process.
- Manage scope, schedule, budget for vendor medical-equipment installation.
- Manage Operational move-in readiness project for ARRCM Renovation project.

Improvement Advisor & Project Manager – Performance Excellence

La Clinica, Medford OR. August 2021 – June 2022.

- Develops project charters, implementation plans, scope, objectives and timelines for strategic projects.
- Supports the creation, management, and tracking of project plans, identifies and manages project level risks and issues; helps ensure completion of projects.
- Proactively engages teams/stakeholders in task priority setting and implementation.
- Organizes and leads recurring and ad hoc meetings to communicate project status, manage expectations, generate cross-functional alignment, and keep projects on track.
- Effectively manages multiple simultaneous projects and prioritize competing deliverables.
- Delivers progress reports to project owners and the strategic excellence team as requested.

Project Manager – Capital Projects

The University of California at Berkeley, Berkeley CA. September 2018 – June 2021.

- Managed a portfolio of projects ranging from \$30,000 - \$7.5M total project budget; funding sources ranged from state-funded, donor, and campus funding.
- Met with clients to help develop and define project scope, budget and program; managed the entire project program throughout the course of a particular project from concept to closeout.
- Communicated with a wide range of end-users, clients, donors, campus leaders, contractors and design professionals about all aspects of the project planning and execution.
- Retained architectural/engineering professionals to develop project requirement definitions, design criteria, and prepared layouts and detail drawings.
- Reviewed cost estimates, established project documents including multi-year schedules and complex budget tools; reviewed with clients, executive leadership and donors.
- Ensured plans and specifications conform to the program.
- Bid or negotiated construction contracts, reviewed and managed construction activities, including contractor's schedule, RFIs, Submittals, Change Order Requests, and Punch List, and acts as liaison among project participants, resolving problems or conflicts. Ensured projects were properly closed out.

Engineering Inspector – Public Works Engineering

City of Berkeley. May 2015 – September 2018.

- Maintained the City-wide sidewalk repair program. Developed program documents and provided data analysis to City leaders to reduce injury and liability.
- Managed project scope development, coordinated internal project reviews and provided daily onsite inspection for sidewalk construction completed by contractors (appx \$600,000 annually).
- Provided construction coordination and quality control for City infrastructure construction projects (sidewalk, stormwater, streets: construction value between \$500,000 - \$4M).
- Utility Permit Review and Approval (gas/electrical; telecommunication; water).
- Communicated effectively verbally and in writing with disparate constituents (property owners, residents, business owners, utility companies, City employees, contractors.)

Continued on following page

Assistant Project Manager / On Site Coordinator / Project Administrator – misc. multi-million dollar projects

The University of California at Berkeley, through appointed consultancy firms 2000 – 2002 and 2004 – 2015.

- Oversaw construction scopes of work including infrastructure/utilities, concessions and kitchen equipment, tel/data, security/access control, door hardware/locks, fire protection and control, framing/drywall, furniture.
- Coordinated and interfaced with various utilities: EBMUD (Regional Municipal Water District), Pacific Gas & Electric, ATT, campus high-voltage department.
- Managed interface with City of Berkeley for all work in Public Right of Way: encroachment permits, lot merger application, widened sidewalks, ADA compliance, street paving and regrading, site furniture (streetlights, signal poles).
- Coordinated project close-out (punchlist; developed the training schedule; warranties; record drawings and O&Ms).
- Assisted Project Managers in contract initiation and maintenance.
- Reviewed change orders for cost and schedule validity as well as contractual legitimacy.
- Performed project budget management and tracking.
- Maintained legal and financial documentation between Contractor, Architect and Owner.
- Assisted Project Management team with contract initiation and maintenance.

Administrative Analyst – Capital Projects

University of California, Berkeley. January 2002 – September 2004.

- Provided general administrative and organizational support for Assistant Vice Chancellor, Project Management.
- Facilitated program needs with administrative support units and maintained unit operational budget. Reviewed consultant invoices.
- Initiated and implemented special projects, including monitoring capital project financial performance.

OTHER WORK HISTORY*Administrative Assistant – Chemical Engineering Department.*

University of California, Berkeley. September 2004 – September 2007. Part-time.

Provided administrative support to internationally renowned semi-retired Chemical Engineering professor. Responsibilities included maintaining communications via email and telephone, submitting grant proposals and maintaining funding-agency reporting.

Coordinator, Mission, Outreach & Evangelism Ministry Department

First Presbyterian Church, Berkeley. June – September 2008. Part-time.

Provided general coordination of an annual conference hosted by the church (three days, four speakers, five hundred attendees) and provided general support of departmental initiatives.

EDUCATION

- Pacific School of Religion, Berkeley CA. Masters of Divinity, 2009.
- Pomona College, Claremont CA. Bachelor of Arts in Sociology, 1999.

References Available Upon Request

- Clients; project stakeholders; end-users
- Supervisors and managers
- Public Service clients, contractors, design professionals.

Alicia Van Riggs, 2022 page 2



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:** City Attorney

FROM: Sydnee Dreyer, City Attorney

MEETING DATE: February 23, 2023

SUBJECT: Public Hearing of Ordinance Amending Ch. 3.25 in Part Parks Maintenance Fee - Page(s) 14-17

ACTION REQUIRED: Motion
Public Hearing
Ordinance 1st Reading

RECOMMENDATION: Approval

BACKGROUND INFORMATION:

The Parks Maintenance Fee was established in 2015, and codified at Chapter 3.25 of the Central Point Municipal Code. Since the fee was adopted, the City has increased the fee on only one occasion, to help offset the City's additional maintenance responsibilities for the Bear Creek Greenway and the Central Point Cemetery. The Parks Maintenance Fee has never been increased for inflation, despite a 35% increase in the Consumer Price Index.

Staff has proposed to Council an increase to the fee to account for the City's increased costs. Rather than amend the code to adopt the new rate, the proposed amendment would allow the City to set the fee by Resolution, which is consistent with how the City adopts or adjusts most of its other fees.

If this Ordinance is moved to a second reading, staff will bring back to Council at a future meeting the Resolution establishing the new fee.

FINANCIAL ANALYSIS:

LEGAL ANALYSIS:

The proposed Ordinance does not establish a fee increase. Rather it modifies the mechanism to adopt fee increases or inflation adjustments to reduce the need to amend the code any time the fee is adjusted.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION:

Move the Ordinance to second reading.

RECOMMENDED MOTION:

I move to forward to second reading the Ordinance amending Ordinance No. 2008 in part regarding Parks Maintenance Fee.

ATTACHMENTS:

1. ORD Amending Parks Maintenance Fee

ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE NO. 2008 IN PART REGARDING PARKS
MAINTENANCE FEE**

RECITALS:

WHEREAS, 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.

WHEREAS, in 2015 the Parks Maintenance Fee was established and since that time the fee was increased on only one occasion to help offset the additional cost to maintain the Bear Creek Greenway and the Central Point Cemetery.

WHEREAS, the Parks Maintenance Fee has never been increased for inflation, despite a 35% increase in the Consumer Price Index.

WHEREAS, the City desires to modify Ordinance No. 2008, Section 1 in part, Imposition of Parks Maintenance Fee, in order to allow future updates to the fee, if any, to be adopted by resolution of the City Council.

WHEREAS, the City desires to modify Ordinance No. 2008, Section 1 in part, Definitions, in order to more clearly define is who a responsible party under this chapter.

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

SECTION 1. Section 1 of Ordinance No. 2008 (2015), Definitions, is amended in part to read:

3.25.020 Definitions.

“Responsible person party” means ~~the person owing the parks maintenance fee.~~ the person(s) having the right to occupy the property unless another responsible person has agreed in writing to pay and a copy of that writing is filed with the City. If the City is not able to identify any other responsible person, or if the person(s) having the right to occupy the property refuse to pay the City’s parks maintenance fee, the owner of record shall be the responsible party.

SECTION 2. Section 1 of Ordinance No. 2008 (2015), Imposition of parks maintenance fee, is amended in part to read:

3.25.060 Imposition of parks maintenance fee.

Ordinance No. ____; Council Meeting 2/23/23

A. Residential Unit. There is hereby imposed upon developed residential units in the city ~~an initial a~~ parks maintenance fee ~~of one dollar~~ for each dwelling unit existing on that parcel.

B. Multiple-Family Unit. There is hereby imposed upon the responsible party for a multiple-family unit ~~an initial a~~ parks maintenance fee ~~equal to fifty cents~~ for each separate dwelling unit within the multiple-family unit existing on that parcel. By way of example, an apartment complex containing thirty units would be subject to a monthly parks maintenance fee of ~~fifteen dollars~~. **30 units x multi-family parks maintenance fee.**

C. Nonresidential Unit. There is hereby imposed upon the responsible party for a nonresidential unit ~~an initial a~~ parks maintenance fee ~~of one dollar~~ for each common meter to serve the nonresidential unit existing on that parcel.

D. This fee is deemed reasonable and is necessary to pay for the operation and maintenance of parks and facilities within the city. **The fee amount is established in the most recent fee schedule approved by resolution of the City Council.** The effective starting date of this fee will be July 1, 2015, and will appear on water bills delivered in July 2015.

SECTION 3. 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. Recitals A-C) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 4. Effective Date. The Central Point City Charter states that an ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____ 2023.

Mayor Hank Williams

ATTEST:

City Recorder



City of Central Point Staff Report to Council

ISSUE SUMMARY

TO: City Council **DEPARTMENT:** City Attorney

FROM: Sydnee Dreyer, City Attorney

MEETING DATE: February 23, 2023

SUBJECT: Public Hearing of Ordinance Amending Ch. 3.26 Public Safety Fee - Page(s) 18-21

ACTION REQUIRED: Motion
Public Hearing
Ordinance 1st Reading

RECOMMENDATION: Approval

BACKGROUND INFORMATION:

The Public Safety Fee was established in 2015, and codified at Chapter 3.26 of the Central Point Municipal Code. The City has not increased the fee, nor adjusted for inflation, despite an increase of at least three public safety officers and increased CPI of 35% since the inception of the Public Safety Fee.

Staff has proposed to Council an increase to the fee to account for the City's increased costs. Rather than amend the code to adopt the new rate, the proposed amendment would allow the City to set the fee by Resolution, which is consistent with how the City adopts or adjusts most of its other fees.

If this Ordinance is moved to a second reading, staff will bring back to Council at a future meeting the Resolution establishing the new fee.

FINANCIAL ANALYSIS:

LEGAL ANALYSIS:

The proposed Ordinance does not establish a fee increase. Rather it modifies the mechanism to adopt fee increases or inflation adjustments to reduce the need to amend the code any time the fee is adjusted.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION:

Move the Ordinance to second reading.

RECOMMENDED MOTION:

I move to forward to second reading the Ordinance amending Ordinance No. 2009 in part regarding Public Safety Fee.

ATTACHMENTS:

1. ORD Amending Public Safety Fee

ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 2009 IN PART REGARDING PUBLIC SAFETY FEE

RECITALS:

WHEREAS, 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.

WHEREAS, in 2015 the Public Safety Fee was established and since that time has not been increased or adjusted for inflation.

WHEREAS, since 2015 at least three Central Point Police Department patrol positions have been added and the Consumer Price Index has increased by 35%.

WHEREAS, the City desires to modify Ordinance No. 2009, Section 1 in part, Imposition of Public Safety Fee, in order to allow future updates to the fee, if any, to be adopted by resolution of the City Council.

WHEREAS, the City desires to modify Ordinance No. 2009, Section 1 in part, Definitions, in order to more clearly define who is a responsible party under this chapter.

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

SECTION 1. Section 1 of Ordinance No. 2009 (2015), Definitions, is amended in part to read:

3.26.020 Definitions

“Responsible ~~person~~ party” means ~~the person owing the Public Safety fee.~~ the person(s) having the right to occupy the property unless another responsible person has agreed in writing to pay and a copy of that writing is filed with the City. If the City is not able to identify any other responsible person, or if the person(s) having the right to occupy the property refuse to pay the City’s Public Safety fee, the owner of record shall be the responsible party.

SECTION 2. Section 1 of Ordinance No. 2009 (2015), Imposition of Public Safety fee, is amended in part to read:

3.26.050 Imposition of Public Safety fee.

Ordinance No. ____; Council Meeting 2/23/23

A. Residential Unit. There is hereby imposed upon developed residential units in the city an ~~initial a~~ Public Safety fee ~~of one dollar~~ for each dwelling unit existing on that parcel.

B. Multiple-Family Unit. There is hereby imposed upon the responsible party for a multiple-family unit an ~~initial a~~ Public Safety fee ~~equal to fifty cents~~ for each separate dwelling unit within the multiple-family unit existing on that parcel. By way of example, an apartment complex containing thirty units would be subject to a monthly Public Safety fee of ~~fifteen dollars~~. **30 units x multi-family public safety fee.**

C. Nonresidential Unit. There is hereby imposed upon the responsible party for a nonresidential unit an ~~initial a~~ Public Safety fee ~~of one dollar~~ for each common meter to serve the nonresidential unit existing on that parcel.

D. This fee is deemed reasonable and is necessary to fund public safety. **The fee amount is established in the most recent fee schedule approved by resolution of the City Council.** The effective starting date of this fee will be July 1, 2015, and will appear on water bills delivered in July 2015.

SECTION 3. 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. Recitals A-C) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 4. Effective Date. The Central Point City Charter states that an ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____ 2023.

Mayor Hank Williams

ATTEST:

City Recorder



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	City Manager
FROM:	Chris Clayton, City Manager		
MEETING DATE:	February 23, 2023		
SUBJECT:	Resolution No. _____ Community Center Design Agreement & Partnership With Jackson County - Page(s) 22-75		
ACTION REQUIRED:	Resolution	RECOMMENDATION:	None Forwarded

BACKGROUND INFORMATION:

In late 2021, the City of Central Point and Jackson County entered into a partnership to conceptually evaluate the possibility of a "joint" community center (City) and evacuation center (Jackson County) to be located near the Jackson County Expo.

Although Central Point had previously conducted conceptual design work on a centrally located community center (near Central Point Elementary), the possibility of a larger facility—including increased recreational opportunities—and the economies of scale that could be leveraged from a partnership with the Jackson County, made the partnership concept well worth evaluating.

Since deciding to explore the partnership concept, Staff from the City, Jackson County, and Expo have worked with Ogden, Roemer, and Wilkerson (ORW) Architecture on developing a concept that would meet the needs of all agencies. This process has evolved from developing a concept based on stakeholder "wants" to stakeholder "needs." Largely driven by construction costs that have been recently exposed to hyperinflation (both domestically and globally), the stakeholders have been forced to create a concept within reasonable financial parameters while still meeting the needs of our citizens and business models.

The currently proposed facility maintains a standard that will provide the necessary emergency evacuation center needs of Jackson County and simultaneously provide the recreational opportunities that the citizens of Central Point desire. More specific to Central Point, the facility would include recreational classroom space, outdoor recreation opportunities, basketball gymnasium space, and office space for our Parks & Recreation Staff. On the Jackson County side, features include a larger commercial kitchen for feeding evacuees during an emergency, shower facilities, and the aforementioned gymnasium space, which would be used as an emergency shelter.

In late 2022, Jackson County issued a Request for Qualification (RFQ) to select an architecture firm to complete the design of the joint facility. The City of Central Point participated in the interview/selection process, and ultimately, ORW Architecture was selected to continue from

conceptual to the final design.

At their February 15th meeting, the Jackson County Board of Commissioners approved the attached design agreement.

ADDITIONAL BACKGROUND

In the 2019-2021 City of Central Point Budget, the City was preparing for our upcoming community center project, which was planned for the city-owned property immediately east of Central Point Elementary/School District 6 Administrative Offices. However, the emergence of COVID-19 delayed our plans to pursue the 10-12 million dollar stand-alone facility (original "stand-alone" concept included as an attachment to this staff report). The delay was a product of financial strategy by the City of Central Point Administration, which felt the economic uncertainties created by the COVID-19 pandemic should be fully understood before proceeding with a capital project of this magnitude.

FINANCIAL ANALYSIS:

Several documents have been attached to this agenda item, including a financial strategy memorandum and associated PowerPoint presentation. Both of these documents have been presented and discussed with City Council. For the community center to become a financial reality for the City of Central Point, several outstanding variables will need to be defined. First, the final project costs will need to be determined so the City can decide whether this project is within our financial capabilities. Second, lease negotiations with Jackson County will need to produce terms that allow the City to meet debt service/lease service obligations that are both reasonable and favorable to the City's long-term financial position. And third, a recently completed economic impact analysis (attached) will need to be thoroughly evaluated to determine the amount of revenue and net income that could be generated from the proposed facility.

Should the City Council decide to proceed with the proposed design agreement, the City's design costs would be projected at 1.1 million dollars (based on a proportional share of design costs). However, Jackson County has included several provisions in this agreement to recover additional costs should the City and County fail to reach amicable lease agreement terms or should the City attempt to negotiate in "bad faith." The applicable design agreement provisions are as follows:

Costs. County shall pay 100% of the County's actual cost incurred in completing the Work contemplated under this agreement. Notwithstanding the foregoing, in the event County and City fail to successfully negotiate a lease under section 4 prior to expiration or termination of this agreement despite negotiating in good faith, City shall promptly reimburse County 50% of County's actual cost incurred in completing the Work contemplated under this agreement up to the date of termination. County shall invoice City monthly, and City shall pay invoices within 30 days of receipt.

Liquidated Damages. Notwithstanding anything herein to the contrary, in the event a party breaches its obligation under paragraph 4.1 to negotiate in good faith, the breaching party shall be 100% percent responsible for County's actual cost incurred up to the date of termination in completing the Work contemplated under this agreement as liquidated damages. The parties agree that these liquidated damages are not established as a penalty but are calculated and agreed upon in advance as a fair and equitable amount reasonably estimated in advance to cover losses to be incurred by the non-breaching party in view of the uncertainty and

impossibility of ascertaining actual damages that would be incurred.

Although not legally binding, the proposed design agreement does provide lease parameters/terms in section 4.2. Beyond the suggested terms included in the proposed agreement, Jackson County Administration has indicated that their intention/desire is to form a partnership with the City of Central Point that serves the needs of both Jackson County and the City of Central Point. In an effort to establish this partnership, Jackson County is willing to provide reasonable flexibility in determining the financial/lease obligations for the City of Central Point.

Finally, this project provides a unique opportunity to maximize efficiency for the rate/taxpayer by merging the interests of two local governments. Unfortunately, this type of partnership is rare because most local governments are unwilling to share authority over a facility of this magnitude. However, the City of Central Point and Jackson County have worked diligently to form the level of trust required to make a project of this nature viable and successful.

LEGAL ANALYSIS:

The draft agreement does not bind the City or the County to enter into a lease, nor to the particular lease terms. However, the agreement creates fairly significant risk to the City with regard to design costs. The agreement provides that if the City and County are unable to reach agreement on lease terms despite good faith negotiations, the City is liable to reimburse the County 50% of the County's costs expended up to the date of termination toward design costs.

While the agreement includes a provision that if a party fails to negotiate in good faith the other party would have no liability for design costs, this scenario is far less likely to occur. A failure to proceed despite good faith negotiations would be a more likely scenario given the unknowns. For example, because the parties will not know what the expected construction costs are for this project until the design is at least 50% complete, the City may be unable to determine whether this project is affordable until that time, at which time the City would be liable for 50% of the costs to develop the design.

City staff attempted to negotiate a lesser liability for design costs, but those terms were rejected by the County. As such, if the City agrees to enter into this agreement, it is accepting certain risks with regard to design costs.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

City of Central Point 2040 Strategic Plan Strategic Priorities – Community Investment

Public and private investments in Central Point include physical (i.e., new buildings, streets, waterlines, businesses, parks, etc.); social (e.g., programs and services that support people: families, youth, retirees, etc.); and economic (i.e., programs and facilities that foster new growth and development necessary to fuel the local economy and provide jobs for residents).

GOAL 2 - Be a city filled with happy, healthy people who are thriving.

GOAL 3 - Provide opportunities for youth education, recreation, and support. (Kids are the future. Happy, well-adjusted kids are the canary in the coal mine for true community/ family wellbeing).

GOAL 4 - Manage growth to provide places that are timeless and loved by the community.

GOAL 5 - Plan, design, and construct modern and efficient infrastructure in all areas and systems.

STAFF RECOMMENDATION:

Staff recommends the City Council consider approving a resolution authorizing the city manager to execute the attached community center design agreement with Jackson County.

RECOMMENDED MOTION:

I move to approve or not approve a resolution authorizing the City Manager to execute the proposed community center design agreement with Jackson County.

ATTACHMENTS:

1. 2023-02-01 Community Center Development Agreement (jc counsel edit)
2. Community Center Financial Strategy Update - October 2022
3. Central Point Community Center Financial Strategy [Autosaved]
4. The Expo Jackson County Impact Analysis - FINAL
5. Reso Approving Community Center Design IGA

INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN JACKSON COUNTY, OREGON AND THE CITY OF CENTRAL POINT, OREGON FOR THE CONSTRUCTION OF A MULTI-USE PANDEMIC RESPONSE CENTER

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2023 (the “Effective Date”) by and between the City of Central Point, Oregon (“City”) and Jackson County, Oregon (“County”), both Parties having been organized under the laws of the State of Oregon.

RECITALS

- A. County owns land known as the Jackson County Exposition and Events Center at 1 Peninger Drive, Central Point, OR 97520 (the “Property”), and
- B. The development of a Multi-Use Pandemic Response Center (the “Response Center”) will help serve the needs of both City and County, and
- D. Oregon Revised Statutes Chapter 190 authorizes municipalities to contract with other municipalities to perform any governmental service, activity or undertaking which each contracting municipality is authorized to perform by law.

AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Purpose; Term.

1.1 Purpose of the Agreement. The Parties enter into this Agreement for the purposes of clarifying how design of the Response Center and leasing negotiations will be handled between the Parties.

1.2 Term. This Agreement shall become effective upon its adoption by the governing bodies of the City and County and upon the signing of the Agreement by the authorized representatives of the City and County. This Agreement shall remain in effect for 12 months or until a lease is negotiated and executed in accordance with section 4 or until earlier terminated in accordance with its terms.

2. Design Work.

2.1. Work. “Work” shall be defined as design of the Response Center as depicted in the plans and drawings attached as Exhibit A or as otherwise agreed in writing by the Parties.

Attachment: 2023-02-01 Community Center Development Agreement (jc counsel edit) (1645 : Community Center Design Agreement &

2.2 Contracting. In accordance with applicable laws, County shall use commercially reasonable efforts to solicit and enter into a contract with a qualified architect and/or engineer licensed to practice in the state of Oregon for the performance of the Work.

2.3 Evaluation of Response Center. County and City shall each undertake good faith and commercially reasonable efforts to evaluate the Work and determine whether the proposed Response Center will be suitable in all respects for County’s and City’s intended purposes. If County or City determine for any reason or no reason that the Response Center is not suitable for development in accordance with County or City’s intended purposes, then, that party shall have the right to terminate this Agreement by giving written notice of such termination to the other party on or prior to the expiration of this Agreement.

3. **Costs.** County shall pay 100% of the County’s actual cost incurred in completing the Work contemplated under this Agreement. Notwithstanding the foregoing, in the event County and City fail to successfully negotiate a lease under section 4 prior to expiration or termination of this Agreement despite negotiating in good faith, City shall promptly reimburse County 50% of County’s actual cost incurred in completing the Work contemplated under this Agreement up to the date of termination. County shall invoice City monthly, and City shall pay invoices within 30 days of receipt.

3.1 Liquidated Damages. Notwithstanding anything herein to the contrary, in the event a party breaches its obligation under paragraph 4.1 to negotiate in good faith, the breaching party shall be 100% percent responsible for County’s actual cost incurred up to the date of termination in completing the Work contemplated under this Agreement as liquidated damages. The parties agree that these liquidated damages are not established as a penalty but are calculated and agreed upon in advance as a fair and equitable amount reasonably estimated in advance to cover losses to be incurred by the non-breaching party in view of the uncertainty and impossibility of ascertaining actual damages that would be incurred.

4. **Lease Negotiations.**

4.1 Good Faith Negotiations. Provided that neither party terminates this Agreement under section 2.3 above, City and County agree to negotiate in good faith a lease agreement (the “Lease”) pursuant to which the County will develop the Response Center and lease a portion of the completed Response Center to City.

4.2 Non-Binding Lease Provisions. The Parties contemplate the basic terms of the Lease shall be as follows:

- Landlord:** Jackson County
- Tenant:** City of Central Point
- Facility:** The completed Project, approximately 131,370 square

feet.

Premises: Approximately 34,780 exclusive square feet plus approximately 11,990 square feet of shared space.

Permitted Use/Exclusive Use: Premises may be used for a pandemic response center and other activities not inconsistent with a pandemic response center.

Term: The initial term shall be 40 years.

Extension Options: 4 extension terms of 5 years each, to be exercised by written notice to County at least 180 days prior to the end of the then current term.

Termination: City may terminate the Lease upon 365 days advance written notice to County, provided that City shall promptly pay as liquidated damages to County 50% of total remaining rent payments for the then current term of the Lease.

Development Period; Premises Delivery Date: Landlord shall use commercially reasonable efforts to develop the Project and deliver possession of the Premises to Tenant on or before _____.

Starting Annual Minimum Rent: For purposes of calculating Minimum Rent, the Premises shall be deemed to be 40,435 square feet (34,780 exclusive square feet plus 50% of approximately 11,990 square feet of shared space).

Lease Years	Amount per square foot	Total monthly rent	Total annual rent
1-5			
6-10			
11-15			
16-20			
21-25			
26-30			
31-35			

36-40

Option Periods Annual Minimum Rent:

Option Period Lease Years	Amount per square foot	Total monthly rent	Total annual rent
---------------------------	------------------------	--------------------	-------------------

41-45

46-50

51-55

56-60

Disposition of Improvements upon Expiration or Termination: At Landlord’s option, Tenant shall surrender improvements or return the Premises to its original condition, ordinary wear and tear excepted.

Tenant’s Proportionate Share: 30.6%

Triple Net Charges (Total): Lease is a “TRIPLE NET” lease and Tenant shall be responsible for Tenant’s Proportionate Share of all operating expenses, costs, charges, utilities, maintenance, repair, replacement, taxes, impositions, and other obligations related to the Premises.

Assignment and Subletting: Tenant shall not assign or sublet the Premises without the Landlord’s consent.

Form of Lease: Landlord shall prepare the initial draft of the Lease.

The parties acknowledge and agree that the foregoing Non-Binding Lease Provisions in this section 4.2 are intended solely as a preliminary expression of general intent and are neither an offer, nor an acceptance, or a contract to lease any portion of the Response Center. The parties hereby agree that these Non-Binding Lease Provisions do not create any agreement, obligations, rights, duties, or otherwise by either party to negotiate a lease and/or to continue or further discuss or negotiate a lease. The parties shall have absolutely no contractual duties to one another, with respect to any lease contemplated hereunder, and the parties expressly agree and acknowledge that no implied covenants attach to these

Non-Binding Lease Provisions. Only upon the full and final execution and delivery of the Lease will any obligations attach with respect to the provisions this section 4.2.

4.3 City and County acknowledge and agree that the execution of a Lease is subject to and conditioned on the approval of the Lease by the Jackson County Fair Board, a county fair board formed under ORS §565.220.

5. **Indemnification.** Subject to the conditions and limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party (an “Indemnitor”) shall defend, indemnify, and hold the other party harmless against all liability, claims, losses, demands, suits, fees, and judgments (collectively, “claims”) caused by or arising out of the negligence or willful act or omission of the Indemnitor or its elected officials, officers, agents, and employees in connection with performance of this Agreement.

6. **Termination.**

6.1 For Convenience. This agreement may be terminated by either party without cause upon 30 days’ prior written notice to the other party.

6.2 For Default. Either party may terminate this Agreement in the event of a breach of the Agreement by the other party. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of notice, or within such period as the party giving notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

6.3 Termination or modification of this Agreement pursuant to this section 5 shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification.

7. **General Provisions.**

7.1. Amendments. This Agreement may not be modified or changed by any verbal statement, promise or agreement, and no modification, change or amendment shall be binding on the Parties unless it has been agreed to in writing and signed by both Parties.

7.2. Jurisdiction. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Oregon. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the Circuit Court for Jackson County for the State of Oregon. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue shall be the United States District Court for the District of Oregon located in Jackson County, Oregon.

7.3 Force Majeure. A “Force Majeure Occurrence” is an occurrence that a party cannot reasonably control, including but not limited to (a) acts of God; (b) flood, fire (including wildfire and/or wildfire smoke), earthquake or explosion; (c) war (whether war is declared or not), invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, action or law; (e) actions, embargoes or blockades in effect on or after the date of this contract; (f) national, regional, or local emergency, including epidemic or pandemic; or (g) strikes, labor stoppages or slowdowns or other industrial disturbances. Neither party shall be deemed to have defaulted under or breached this agreement for failure or delay in fulfilling or performing its obligations under this agreement when such failure or delay is caused by a Force Majeure Occurrence, provided, however that any suspension of performance shall be of no greater scope and no longer duration than is reasonably necessary under the circumstances.

7.4 Independent Contractors. City and County are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent.

7.5 Attorney Fees. Neither party to this Agreement is entitled to obtain judgment from the other party for fees it has incurred in any litigation between the parties or in defense of any claim asserted by a third party.

7.6 Compliance with Laws. This Agreement shall be construed and interpreted so as to ensure that the Parties shall at all times stay in conformity with applicable laws. The parties are obligated only to make payments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during each party’s current budget year; or (b) funds made available from any lawfully operated revenue producing source.

7.7 Third-Party Beneficiary. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.

7.8 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law.

7.9 Notices. A party giving or making any notice, request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall give the Notice in writing by personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier at the address designated below or at such other address as designated by a

party. Notice is effective if the addressee has received and the Notice and the party giving the Notice has otherwise complied with this section 5.9.

7.10 Integration. This agreement contains the entire agreement of the parties with regard to the subject matter herein and supersedes any prior agreements as to that matter.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter. Each party, by signature below of its authorized representatives, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority to execute this agreement.

[Signatures on following page.]

JACKSON COUNTY

CITY OF CENTRAL POINT

By _____
Danny Jordan, County Administrator

By _____
Title:

Date: _____

Date: _____

Address for Notices:
10 S. Oakdale Room 214
Medford, OR 97501

Address for Notices:

APPROVED AS TO LEGAL SUFFICIENCY:

Sr. Assistant Jackson County Counsel

City Attorney

Date: _____

Date: _____

Exhibit A
Depiction of Response Center

Attachment: 2023-02-01 Community Center Development Agreement (jc counsel edit) (1645 : Community Center Design Agreement &

BACKGROUND INFORMATION:

Note: The financial projections included in this strategy memo/staff report are based on cost estimates associated with a variety of design concepts for the Central Point Community Center. These concepts and costs are subject to change based on policy set by the Central Point City Council. To that end, future modifications of these designs will likely occur to meet the City's current financial constraints.

In late 2021, the City of Central Point and Jackson County entered into a partnership to conceptually evaluate the possibility of a "joint" community center (City) and evacuation center (Jackson County) to be located near the Jackson County Expo.

Although Central Point had previously conducted conceptual design work on a centrally located community center (near Central Point Elementary), the possibility of a larger facility—including increased recreational opportunities—and the economies of scale that could be leveraged from a partnership with the Jackson County, made the partnership concept well worth evaluating.

In the months since deciding to explore the partnership concept, Staff from the City, Jackson County, and Expo have worked with Ogden, Roemer, and Wilkerson (ORW) Architecture on developing a concept that would meet the needs of all agencies. This process has evolved from developing a concept based on stakeholder "wants" to stakeholder "needs." Largely driven by construction costs that have been recently exposed to hyperinflation (both domestically and globally), the stakeholders have been forced to create a concept within reasonable financial parameters while still meeting the needs of our citizens and business models.

To eliminate unrealistic project costs, the conceptual design has transitioned from a 140,000-square-foot facility to less than 100,000 square feet. However, the proposed facility maintains six full-size basketball courts, the minimum for hosting tournaments.

Moreover, the facility would include recreational classroom space, outdoor recreation opportunities, and office space for our Parks & Recreation Staff. On the Jackson County side, features include a larger commercial kitchen for feeding evacuees during an emergency, shower facilities, and the previously mentioned gymnasium space, which would be used as an emergency shelter.

In early July 2022, The Central Point City Council considered all three conceptual options developed during our collaborative process with Jackson County (conceptual options included as attachments to this staff report). The City Council's preferred option was option 2, which is a reduced version of the overall Center, reducing the eating areas, classrooms, and gathering areas. The overall roof structure is the same, but gyms seven and eight are uncovered. This option provides additional savings on the overall cost. The overall cost if the option 2 scenario is agreed upon is 54 to 55 Million dollars with a cost split of 25-27%. The estimated City's portion would be 13.5 million to 15 million.

ADDITIONAL BACKGROUND

In coordination with Moss Adams and Associates (Jackson County's Contract Municipal Auditor), Jackson County has determined that the County's American Rescue Plan Act (ARPA) funds are eligible for use on the joint facility concept. More specifically, the County's contribution to this project could be nearly 40 million dollars, and given the significance of this amount, Jackson County wanted to be absolutely certain that its contribution would comply with U.S. Department of Treasury rules and guidelines.

In the 2019-2021 City of Central Point Budget, the City was preparing for our upcoming community center project, which was planned for the city-owned property immediately east of Central Point Elementary/School District 6 Administrative Offices. However, the emergence of COVID-19 delayed our plans to pursue the 10-12 million dollar stand-alone facility (original "stand-alone" concept included as an attachment to this staff report). The delay was a product of financial strategy by the City of Central Point

Administration, which felt the economic uncertainties created by the COVID-19 pandemic should be fully understood before proceeding with a capital project of this magnitude.

FINANCIAL ANALYSIS:

As described above, the City's estimated contribution to the joint facility (option 2) is estimated at 13-15 million. In the 2019-2021 budget, city staff included a budget message statement regarding the Community Center project. More specifically, we estimated the project would require 8-10 million in public financing and a \$3.00 increase to the Parks Maintenance fee for operational costs (the 2019 community center project was estimated at 10-12 million). Additionally, the City budgeted one million in reserve funds to eliminate all debt service in the City's general fund. Historically, the general fund had managed five to six hundred thousand in debt service annually, and eliminating all debt provided the financial capacity to "tackle" the community center project.

Although our 2019-2021 budget strategy was based on the best available information, the past three years have seen significant shifts in our conceptual project, economic conditions, and emerging budget challenges. Given these changes, the Staff is offering an updated financial strategy to fund the joint community center facility.

UPDATED JOINT FACILITY FINANCIAL STRATEGY

After offering several financial strategies to the City Council in early September, City Staff met with Jackson County Administration to review our financial options/position and discuss the City Council's concerns, comments and recommendations. Additionally, City Staff revisited financial strategy options and is now proposing an additional option predicated on the City's Urban Renewal District servicing Community Center Debt from 2026 to 2040. In 2040, after the Urban Renewal District concludes, the City's general fund would service the remaining debt obligations.

Although the Urban Renewal District would service debt for the first 15 years, implementing a recreation utility would be necessary to operate the proposed facility and reserve future funds for the City's general fund community center debt service obligations.

In the updated financial strategy, Staff would recommend—as discussed in September—a "lease back option."

In the lease back scenario, Jackson County would be responsible for all initial capital construction costs. However, the City would be obligated to enter a lease agreement to "leaseback" our estimated portion for an agreed-upon period. Assuming a total City contribution of 15 million, the recommended financial strategy would include the following:

1. In 2023-2024 the City would use funds allocated from the City's Urban District budget to participate in project design costs. The City's contribution to design is estimated at 750K to 1.3 million.
2. In 2025-2026 the Central Point Urban Renewal District would issue debt and raise the necessary capital to begin servicing the required community center debt service from 2026 to 2040. During this period, the City would retain the option to have the City's general fund participate in debt service and reduce Urban Renewal responsibility (if alternate UR projects were preferred).
3. The City's debt service obligations would stem from entering a lease back agreement for a period of 35 years. Annual lease payments over 35 years (4.5% municipal interest rate) are estimated at 850K annually.
4. Staff would recommend the creation of a new recreation utility fee (7/1/2023) of \$3.50 per month. This increase would generate approximately 350K annually in

additional revenue that could be used for operating costs and creating a general fund community debt service reserve.

5. From 2041 to 2061, the City's general fund would become responsible for future debt service payments due to the conclusion of the City's Urban Renewal District. The general fund would partially rely on debt service reserves created from a portion of the proposed recreation utility fee to meet these obligations. Further, the City's general fund would reap the benefits of the City's completed Urban Renewal District, which is projected to shift 1.4 million annually from tax increment (Urban Renewal) to property taxes (General Fund) in 2041.

JOINT FACILITY DESIGN PROCESS

Jackson County is preparing to issue a Request for Proposal (RFP) for the proposed facility's design. The design would likely occur over a 12-18 period. With a completed design, both the City and County would have an accurate cost estimate, allowing all stakeholders to decide whether to move forward with construction.

After a significant investment in design, both agencies would be motivated to move the project forward. However, City and County discussions have included the possibility that unforeseen financial or economic conditions could make the project unattainable.

LEASE CONCERNS

In September, concerns were expressed about the City leasing our portion of the facility versus a more traditional financing/ownership strategy. These concerns are understandable; however, the following makes the lease option attractive.

1. After 35 years (construction payback period), the City would have an option to lease its space at the current market rate.

-
2. The lease back agreement would eliminate the need for public financing, which includes significant borrowing costs.
 3. At the end of the 35 years, the joint community center facility will likely need upgrades. The City will not be required to participate in these future costs.
 4. If the City's recreational needs change, we will have no obligations that prevent us from moving in a different direction.
 5. Traditional ownership would be complicated by the County's standard reversion clause and the need for a ground lease on County-owned property.
 6. The lease agreement would include a provision that would allow the City of Central Point a right of first refusal on extending the lease after the initial 35-year period. The extended lease would be at "market rate."

POTENTIAL REVENUE

The proposed financial strategy is conservative in identifying debt service costs and revenues. However, City Staff believes it is worth mentioning potential revenues that have not been included in the above-described strategy.

1. The proposed facility will generate revenue for the Jackson County Expo and the City of Central Point. The amount of revenue has yet to be determined but will be analyzed during the design phase.
 2. Hotel-Motel Tax revenues will likely increase as a result of the proposed facility.
-

LEGAL ANALYSIS:

The City Attorney has provided a legal opinion confirming that Urban Renewal funds can be used for a facility lease. However, per Oregon Revised Statute (ORS), Urban Renewal funds cannot be used for ongoing operations and maintenance.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

City of Central Point 2040 Strategic Plan

Strategic Priorities – Community Investment

Public and private investments in Central Point include physical (i.e., new buildings, streets, waterlines, businesses, parks, etc.); social (e.g., programs and services that support people: families, youth, retirees, etc.); and economic (i.e., programs and facilities that foster new growth and development necessary to fuel the local economy and provide jobs for residents).

GOAL 2 - Be a city filled with happy, healthy people who are thriving.

GOAL 3 - Provide opportunities for youth education, recreation, and support. (Kids are the future. Happy, well-adjusted kids are the canary in the coal mine for true community/ family wellbeing).

GOAL 4 - Manage growth to provide places that are timeless and loved by the community.

GOAL 5 - Plan, design, and construct modern and efficient infrastructure in all areas and systems.

STAFF RECOMMENDATION:

Staff is recommending the City Council consider authorizing City participation in a joint community center design process and for city staff to prepare the 2023-2025 City of Central Point and Urban Renewal Budgets in a manner consistent with the current financial strategy recommendation.

RECOMMENDED MOTION:

I move to authorize City participation in a joint community center design process and for city staff to prepare the 2023-2025 City of Central Point and Urban Renewal Budgets in a manner consistent with the current financial strategy recommendation.

CENTRAL POINT COMMUNITY CENTER FINANCIAL STRATEGY

13 October 2022

City of Central Point - Administration

SEPTEMBER 8TH OUTCOMES

1. Further discussion with Jackson County Administration regarding project financial terms, use agreement and design process.
2. Prepare an updated financial strategy to make the necessary recreation utility fee politically palatable based on value of the proposed facility to rate payer.
3. Review financial strategy with Jackson County Administration.
4. Confirm necessary legal opinions regarding the use of Urban Renewal funds for joint community center project.

CURRENT PROCESS



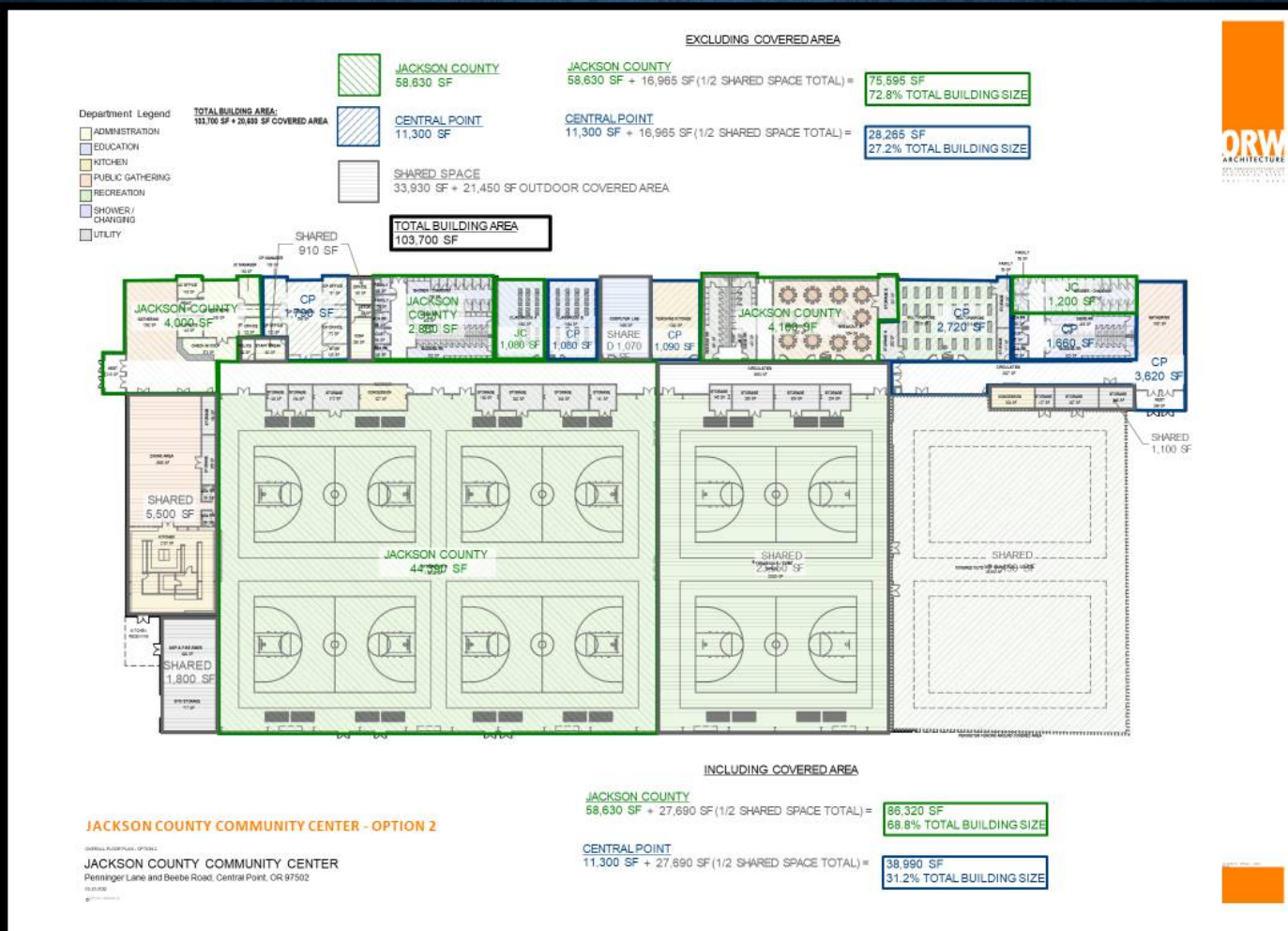
ORIGINAL FACILITY 12 MILLION



ORIGINAL FACILITY – PHASED APPROACH – 8 MILLION



JOINT FACILITY OPTION 2



Attachment: Central Point Community Center Financial Strategy [Autosaved] (1645 : Community Center

FINANCIAL CHALLENGES

Recent Impacts to City's General Fund

- Inflation driven materials & services cost increases.
- Increasing insurance and employee benefit costs.
- Recent slow down in residential building activity.
- General economic stagnation.
- Public health pandemic*

Increasing Project Costs & Unknown Variables

- Increasing financing costs/interest rates.
- Market driven construction material costs.
- Unknown amount of facility revenue generation.
- Increasing operational costs.

PREVIOUS FINANCIAL RESOURCES & STRATEGY

PROJECT RESOURCES

- Urban Renewal
- City General Fund
- Parks/Recreation Utility Fee

PREVIOUS FINANCIAL STRATEGY

- Urban Renewal 4-7 million (buy down).
- City General Fund (debt elimination strategy – 600K/YR).
- Parks/Recreation Utility Fee (\$3.00 per month increase – pre COVID).
- Parks/Recreation Utility Fee (\$4.00 to \$6.00 per month – post COVID)

PROJECTED COSTS – OPTION 2

TOTAL CITY COST PROJECTION

- \$15,000,000 (principal amount).

FINANCIAL RATES & TERMS

- 4.5% interest (municipal bond rates).
- Lease term negotiable (35 years for current calculations).
- Similar terms and amounts for stand alone facility.
- Municipal financing would include significant additional costs.

CURRENT FINANCIAL RESOURCES & STRATEGY

PROJECT RESOURCES

- Urban Renewal
- City General Fund
- Parks/Recreation Utility Fee

UPDATED FINANCIAL STRATEGY

- Urban Renewal 2026-2040 (no buy down).
- City General Fund Future 2041-2061 (2041-2048 & 2049-2061).
- Parks/Recreation Utility Fee (\$3.50 per month).

FINANCIAL STRATEGY COMPONENTS



URBAN RENEWAL FINANCIAL STRATEGY

TOTAL CITY COST PROJECTION

- \$15,000,000 (Principal)
- \$29,000,000 (Principal + Interest)

AMOUNT OF AVAILABLE RESOURCES

- Urban Renewal 11 million (2026-2040).
- City General Fund 8 million (2041-2048; 2049-2061).
- Parks Utility Fee Increase of \$3.50 (operations and reserve).
- Facility generated revenue (unknown).
- Increased lodging tax (unknown).

URBAN RENEWAL TAX INCREMENT

FYE	Jackson County	4-H Extension Service District	Vector Control	RVTD	Jackson Soil & Water Cons	Jackson County Library Dist	City of Central Point	Jackson County RFPD #3	Subtotal
2022	(107,396)	(2,276)	(2,292)	(9,468)	(2,672)	(27,785)	(238,848)	(166,681)	(557,419)
2023	(120,258)	(2,549)	(2,567)	(10,602)	(2,992)	(31,113)	(267,452)	(186,642)	(624,174)
2024	(133,861)	(2,837)	(2,857)	(11,802)	(3,330)	(34,632)	(297,706)	(207,755)	(694,781)
2025	(147,932)	(3,135)	(3,158)	(13,042)	(3,680)	(38,273)	(328,999)	(229,593)	(767,812)
2026	(162,492)	(3,444)	(3,468)	(14,326)	(4,042)	(42,040)	(361,381)	(252,190)	(843,383)
2027	(189,867)	(4,024)	(4,053)	(16,739)	(4,723)	(49,122)	(422,263)	(294,677)	(985,470)
2028	(254,730)	(5,399)	(5,437)	(22,458)	(6,337)	(65,903)	(566,516)	(395,345)	(1,322,125)
2029	(286,499)	(6,072)	(6,115)	(25,259)	(7,127)	(74,123)	(637,171)	(444,651)	(1,487,018)
2030	(307,953)	(6,527)	(6,573)	(27,150)	(7,661)	(79,673)	(684,885)	(477,949)	(1,598,372)
2031	(330,070)	(6,996)	(7,045)	(29,100)	(8,211)	(85,395)	(734,073)	(512,274)	(1,713,164)
2032	(353,040)	(7,483)	(7,535)	(31,125)	(8,783)	(91,338)	(785,157)	(547,924)	(1,832,385)
2033	(376,896)	(7,988)	(8,045)	(33,229)	(9,376)	(97,510)	(838,214)	(584,949)	(1,956,207)
2034	(401,673)	(8,514)	(8,573)	(35,413)	(9,992)	(103,921)	(893,318)	(623,404)	(2,084,809)
2035	(427,407)	(9,059)	(9,123)	(37,682)	(10,633)	(110,579)	(950,550)	(663,344)	(2,218,376)
2036	(454,135)	(9,625)	(9,693)	(40,038)	(11,297)	(117,494)	(1,009,993)	(704,826)	(2,357,103)
2037	(481,896)	(10,214)	(10,286)	(42,486)	(11,988)	(124,676)	(1,071,733)	(747,911)	(2,501,189)
2038	(510,730)	(10,825)	(10,901)	(45,028)	(12,705)	(132,136)	(1,135,859)	(792,662)	(2,650,845)
2039	(540,678)	(11,460)	(11,540)	(47,668)	(13,450)	(139,884)	(1,202,463)	(839,142)	(2,806,286)
2040	(402,666)	(8,535)	(8,595)	(35,500)	(10,017)	(104,178)	(895,526)	(624,945)	(2,089,961)
TOTAL:	(5,990,181)	(126,962)	(127,856)	(528,116)	(149,017)	(1,549,776)	(13,322,109)	(9,296,865)	(31,090,882)

URBAN RENEWAL TAX INCREMENT

FYE	Education Service District	RCC	Central Pt SD 6	Subtotal	Total
2022	(18,830)	(27,401)	(235,824)	(282,055)	(839,474)
2023	(21,085)	(30,682)	(264,066)	(315,833)	(940,007)
2024	(23,470)	(34,153)	(293,937)	(351,560)	(1,046,341)
2025	(25,937)	(37,743)	(324,834)	(388,514)	(1,156,326)
2026	(28,490)	(41,458)	(356,805)	(426,753)	(1,270,136)
2027	(33,290)	(48,442)	(416,917)	(498,649)	(1,484,119)
2028	(44,662)	(64,991)	(559,343)	(668,996)	(1,991,122)
2029	(50,232)	(73,097)	(629,103)	(752,432)	(2,239,450)
2030	(53,994)	(78,570)	(676,213)	(808,778)	(2,407,150)
2031	(57,872)	(84,213)	(724,778)	(866,863)	(2,580,027)
2032	(61,899)	(90,074)	(775,216)	(927,188)	(2,759,574)
2033	(66,082)	(96,160)	(827,600)	(989,842)	(2,946,050)
2034	(70,426)	(102,482)	(882,007)	(1,054,915)	(3,139,724)
2035	(74,938)	(109,047)	(938,514)	(1,122,500)	(3,340,876)
2036	(79,625)	(115,867)	(997,205)	(1,192,696)	(3,549,799)
2037	(84,492)	(122,950)	(1,058,162)	(1,265,604)	(3,766,793)
2038	(89,547)	(130,306)	(1,121,476)	(1,341,329)	(3,992,174)
2039	(94,798)	(137,947)	(1,187,237)	(1,419,983)	(4,226,268)
2040	(70,600)	(102,735)	(884,187)	(1,057,522)	(3,147,483)
TOTAL:	(1,050,271)	(1,528,317)	(13,153,422)	(15,732,010)	(46,822,892)

14

URBAN RENEWAL DEBT SERVICE

UR Projects	2024	2027	2029	2030
Economic Incentive				
Pine Street/Downtown				
Pfaff Restrooms				
Hamrick & Pine				
Community Center	\$ (3,500,000)			
Bear Creek Greenway		\$ (3,500,000)		
Crater Ped Crossing				
Capital Project Design Cost				
TPR Planning				
Bridge				
Miscellaneous Public Works Projects			\$ (5,500,000)	
Fire District 3 Equipment/Fire Safety				
Additional Community Center				\$ (350,000)
Economic Development Incentive	\$	\$	\$	\$
Other Projects	-	-	-	-

GENERAL FUND DEBT SERVICE

TOTAL CITY COST PROJECTION

- \$15,000,000 (Principal).
- \$29,000,000 (Principal + Interest).

AMOUNT OF AVAILABLE RESOURCES

- Urban Renewal 11 million (2026-2040).
- City General Fund 8 million (2041-2048).
- Parks Utility Fee Increase of \$3.50 (operations and reserve).
- Facility generated revenue (unknown).
- Increased lodging tax (unknown).

UNMET GF DEBT SERVICE

AMOUNT OF AVAILABLE RESOURCES

- Urban Renewal 11 million (2026-2040).
- City General Fund 8 million (2041-2048).
- City General Fund unmet debt service (2049-2061).

UNMET GF DEBT SERVICE

FYE	Jackson County	4-H Extension Service District	Vector Control	RVTD	Jackson Soil & Water Cons	Jackson County Library Dist	City of Central Point	Jackson County RFPD #3	Subtotal
2022	(107,396)	(2,276)	(2,292)	(9,468)	(2,672)	(27,785)	(238,848)	(166,681)	(557,419)
2023	(120,258)	(2,549)	(2,567)	(10,602)	(2,992)	(31,113)	(267,452)	(186,642)	(624,174)
2024	(133,861)	(2,837)	(2,857)	(11,802)	(3,330)	(34,632)	(297,706)	(207,755)	(694,781)
2025	(147,932)	(3,135)	(3,158)	(13,042)	(3,680)	(38,273)	(328,999)	(229,593)	(767,812)
2026	(162,492)	(3,444)	(3,468)	(14,326)	(4,042)	(42,040)	(361,381)	(252,190)	(843,383)
2027	(189,867)	(4,024)	(4,053)	(16,739)	(4,723)	(49,122)	(422,263)	(294,677)	(985,470)
2028	(254,730)	(5,399)	(5,437)	(22,458)	(6,337)	(65,903)	(566,516)	(395,345)	(1,322,125)
2029	(286,499)	(6,072)	(6,115)	(25,259)	(7,127)	(74,123)	(637,171)	(444,651)	(1,487,018)
2030	(307,953)	(6,527)	(6,573)	(27,150)	(7,661)	(79,673)	(684,885)	(477,949)	(1,598,372)
2031	(330,070)	(6,996)	(7,045)	(29,100)	(8,211)	(85,395)	(734,073)	(512,274)	(1,713,164)
2032	(353,040)	(7,483)	(7,535)	(31,125)	(8,783)	(91,338)	(785,157)	(547,924)	(1,832,385)
2033	(376,896)	(7,988)	(8,045)	(33,229)	(9,376)	(97,510)	(838,214)	(584,949)	(1,956,207)
2034	(401,673)	(8,514)	(8,573)	(35,413)	(9,992)	(103,921)	(893,318)	(623,404)	(2,084,809)
2035	(427,407)	(9,059)	(9,123)	(37,682)	(10,633)	(110,579)	(950,550)	(663,344)	(2,218,376)
2036	(454,135)	(9,625)	(9,693)	(40,038)	(11,297)	(117,494)	(1,009,993)	(704,826)	(2,357,103)
2037	(481,896)	(10,214)	(10,286)	(42,486)	(11,988)	(124,676)	(1,071,733)	(747,911)	(2,501,189)
2038	(510,730)	(10,825)	(10,901)	(45,028)	(12,705)	(132,136)	(1,135,859)	(792,662)	(2,650,845)
2039	(540,678)	(11,460)	(11,540)	(47,668)	(13,450)	(139,884)	(1,202,463)	(839,142)	(2,806,286)
2040	(402,666)	(8,535)	(8,595)	(35,500)	(10,017)	(104,178)	(895,526)	(624,945)	(2,089,961)
TOTAL:	(5,990,181)	(126,962)	(127,856)	(528,116)	(149,017)	(1,549,776)	(13,322,109)	(9,296,865)	(31,090,882)

DESIGN COSTS & PROCESS

PROJECTED DESIGN COSTS

- 3 million to 5 million.
- City Contribution = 750K to 1.3 million.

AMOUNT OF AVAILABLE RESOURCES

- 650K budgeted in 2022/2023 UR Budget.
- 650K budgeted in 2023/2024 UR Budget.

ADDITIONAL CONSIDERATIONS

- Lease concerns (reversion clause, ground lease, secondary lease, borrowing costs).
- Future recreational needs.
- Future facility upgrades.
- Use agreement.
- Post design project decision.

RECOMMENDATIONS

- Council direction on participating in joint facility design process.
- Prepare 2023-2025 City of Central Point Budget with updated financial strategy (\$3.50 recreation fee), Urban Renewal debt service (2026-2040), General Fund debt service (2041-2061).
- Prepare 2023-2024 UR Budget with appropriation for complete joint facility design process.
- Analyze final project design, use agreement, and cost estimate prior to the City Council making final decision to proceed with construction (projected in 2024).

QUESTIONS AND DISCUSSION

FACILITY CONCEPT & IMPACT ANALYSIS

THE EXPO JACKSON COUNTY, OREGON



January 15, 2023

POWERED BY THE HUDDLE UP GROUP



January 15, 2023

Helen Baker
Director
The Expo
1 Peninger Road
Central Point, OR 97502

Dear Helen,

Thank you for choosing the Huddle Up Group to lead this very important project for The Expo. In this report you will find national best-in-class examples and best practices for tourism-focused indoor, hardwood court facilities in the United States. Additionally, this report will analyze the feasibility, list recommendations, and highlight the potential impact of an indoor court facility development concept in Jackson County, Oregon.

Please let me know if you have any questions about the enclosed recommendations leading up to the roll out of the report.

Thank you again for all your support throughout this process, and we look forward to any follow-up conversation!

Yours in Sport,

A handwritten signature in blue ink, appearing to read 'Jon Schmieder'.

Jon Schmieder
Founder + CEO
Huddle Up Group, LLC



The Expo – Jackson County, Oregon (“Expo”)
Facility Concept & Impact Analysis
Synopsis

The sports tourism industry has grown consistently over the past 20 years. A study by the Sports Tourism and Events Association – *State of the Industry Report 2021*, states that the participant driven portion of the domestic sports tourism sector is responsible for more than \$39.0 billion in direct spending as of the end of 2021. This direct spending generated a total economic impact of \$91.8 billion in the local economy, driving over 635,000 jobs and \$12.9 billion in taxes. Add to this industry growth the popularity of basketball, volleyball, and other emerging sports (examples: pickleball, esports), the opportunity for the continuing expansion of economic development through facility development and sports tourism is tangible.

The key moving forward for The Expo is to work together with community stakeholders to develop tourism driving assets (sports venues) that can deliver upon their mission and provide a strong ROI in the sports tourism space. Through the execution of a strategic and targeted facility development game plan, The Expo can ensure the sustainability of the facility and establish it as a strong tourism driver for the community.

Methodology

The project was led by Huddle Up Group Founder + CEO Jon Schmieder (Phoenix, AZ) and Director Dean Polk (Martinsburg, WV.) Enclosed in this report is an analysis detailing our findings and recommendations for this project. The report includes five (5) primary elements:

1. Best practice recommendations on field counts, amenities, and functionality for the proposed facility.
2. Examples of best-in-class and similar facilities nationally and regionally.
3. High-level, top-line P/L ranges from similar facilities nationwide.
4. A rating of the current and proposed facilities through the Sports Tourism Index™.
5. Demonstration of a potential calendar year of tourism driving events and the resulting economic impact numbers, including but not limited to, total attendees, total spending, hotel occupancy taxes, and sales taxes.



The Expo – Jackson County, Oregon (“Expo”)
Facility Concept & Impact Analysis
Facility Benchmarks

The chart below outlines the fundamental benchmarks for the most common types of facilities that event rights holders are looking to book. “Tournament friendly” facilities are defined as those that can host most state and regional level events but would need to be paired with additional nearby venues to host top-tier national level competitions. “Anchor” facilities are defined as those that can host the largest national level tournaments **all in one location**. Beyond the pure field/court counts shown below, true “tournament friendly” and “anchor” facilities also require various amenities that provide rights holders the ability to host events. Where appropriate, those amenities are described later in this report.

Facility Type	Anchor	Tournament Friendly
Flat Fields	Minimum 16 fields	8-15 fields
Swimming Pool	50m/8-10 lanes with diving well	25m with diving well
Diamonds	Minimum 12 fields	8-11 fields
Hardwood Courts	Minimum 8 Basketball/ 16 Volleyball	4 Basketball/ 8 Volleyball
Ice	3+ Sheets Hockey/ 6+ Sheets Curling	2 Sheets Hockey/ 4 Sheets Curling
Tennis	Minimum 12 courts	Minimum 6 courts
Pickleball	40-60 Courts (National)	8-16 Courts (Local) 24-32 Courts (Regional)
Indoor Track	200 meter/6 lanes/banked	200 meter/6 lanes
Equestrian	2 competition arenas/ 3 practice arenas 500 stalls	1 competition arena/ 2 practice arenas 200 stalls
Bowling	40 lanes	20 lanes

The following is a list of a few of the top performing sports tourism driving facilities in the country which meet the “tournament friendly” or “anchor” facility benchmarks described above. Many of which would directly compete with this facility.

National Best in Class Sports Complexes (All Venue Types): Aurora Sports Park (Aurora, CO), Champions Center (Appleton, WI), Crossplex (Birmingham, AL), Dick’s Sporting Goods Park (Commerce City, CO), ESPN Wide World of Sports Complex (Lake Buena Vista, FL), Grand Park (Westfield, IN), Great Park (Irvine, CA), Hoover Metplex (Hoover, AL), LakePoint Sports Complex (Cartersville, GA), Myrtle Beach Sports Center (Myrtle Beach, SC), National Sports Center (Blaine, MN), Spire Institute (Geneva, OH), Spooky Nook Sports Complex (Manheim, PA), Rocky Mount Events Center (Rocky Mount, NC), Virginia Beach Sports Center (Virginia Beach, VA).



The Expo – Jackson County, Oregon (“Expo”)
Facility Concept & Impact Analysis
Indoor Court Analysis

The following information summarizes the concept of an indoor court facility development project on the grounds of The Expo. Best practices are listed for facility size and amenities preferred by national rights holders, as well as best-in-class facility comparisons both nationally and regionally.

Best Practices

As presented in the chart above, information collected from national rights holders indicates a minimum of eight (8) full-size indoor basketball courts are required to be considered an “anchor” facility capable of hosting most major national and regional events. Additionally, the facility should be designed to have the capabilities of being set up into 16 volleyball courts and provide a “championship” court with ample seating for spectators. Hardwood is the preferred surface of most national-level rights holders. Scoreboards scorer’s tables for each court, permanent Wi-Fi, locker rooms, and auxiliary meeting rooms, are all preferred but not required to be an “anchor” facility.

Using the Sports Tourism Index™ as a benchmarking tool, the chart on the following page summarizes the key characteristics possessed by the top indoor court sports facilities in the country. Note that in the “Difference” column, the darker the color of green, the larger the gap between the top 10 facilities and the average venues.

Indoor Court = 401 Scored by the Sports Tourism Index™

	AVERAGES		
	Top 10	Overall	Difference
# Basketball Courts	15.4	3.5	11.9
# Volleyball Courts	23.7	4.5	19.2
Court Surface (Hardwood)	70%	78%	-8%
Scoreboard	90%	80%	10%
Scorers' Table	100%	90%	11%
Team Benches	60%	47%	13%
PA System	40%	58%	-18%
Locker Rooms	80%	71%	9%
Permanent concession stand(s)	100%	76%	24%
Permanent restrooms	100%	99%	1%
Permanent Wi-Fi	100%	88%	12%
Parking	100%	99%	2%
ADA Compliant	100%	99%	1%
Auxiliary meeting rooms	7.1	2.9	4.2
Ability to book (Definitely yes)	90%	49%	41%
Score	4.06	2.80	1.27



The charts below show how the top venues nationally go beyond even the bare minimum requirements of most national rights holders to include additional courts, scoreboards, scorers' tables, PA systems auxiliary meeting rooms, "championship" courts, locker rooms, permanent concessions, restrooms, and adequate parking.

National Best in Class Indoor Court Facilities:

Facility Name and Location (Alpha)	Bball Courts	Vball Courts	Aux Rooms	Surface
American Sports Center (Anaheim, CA)	25	34	5	Hardwood
World Equestrian Center (Ocala, FL)	24	28	8	Sport Court
LakePoint Champions Center (Atlanta, GA)	12	24	9	Hardwood
Charleston Convention Center (Charleston, WV)	10	15	26	Mix
Virginia Beach Sports Center (Virginia Beach, VA)	12	24	6	Hardwood
HyVee Arena (Kansas City, KS)	12	12	5	Hardwood
Champions Center (Grand Chute, WI)	8	14	3	Hardwood
Omaha Sports Academy (Omaha, NE)	16	24	2	Mix
Bell Bank Park (Mesa, AZ)	16	57	6	Hardwood
Myrtle Beach Sports Center (Myrtle Beach, SC)	8	16	5	Hardwood
Spooky Nook Sports (Manheim, PA)	19	19	2	Mix
Hoover Met Complex (Hoover, AL)	11	16	3	Hardwood
Rocky Mount Events Center (Rocky Mount, NC)	8	16	*	Hardwood
Rock Hill Sports Complex (Rock Hill, NC)	10	18	1	Hardwood

Regional Best in Class Indoor Court Facilities:

Facility Name and Location (Alpha)	Bball Courts	Vball Courts	Aux Rooms	Concessions
American Sports Center (Anaheim, CA)	25	34	5	Hardwood
Rogue X (Medford, OR)	8	16	6	Hardwood
Spokane Convention Center (Spokane, WA)	12	24	40	Sport Court
San Diego Convention Center (San Diego, CA)	25	50	20	Other
Expo Center at MetraPark (Billings, MT)	9	11	2	Sport Court
Joseph Blanchard Gymnasium (Stockton, CA)	3	3	0	Hardwood
The Podium (Spokane, WA)	9	16	20	Sport Court
Extra Mile Arena (Boise, ID)	4	4	5	Mix
Bob Keefer Center (Springfield, OR)	3	11	3	Mix
Reno Convention Center (Reno, NV)	50+	70+	20+	Sport Court
Walter Price Student Fitness Center (Everett, WA)	2	3	2	Hardwood
Capital Fieldhouse (Salem, OR)	6	6	*	Hardwood

* Data not available



Facility Recommendations:

The data analyzed on the Sports Tourism Index™ and presented above shows a lack of indoor, hardwood court “anchor” facilities across the West and specifically the Pacific Northwest. Many of the facilities in the region that qualify as “anchor” or “tournament friendly” by a pure court count lack the required or preferred amenities of many major rights holders and have limited, or no, hardwood court surface option. By meeting the standards described earlier in this report, the facility would be able to host most state, regional, and select national level tournaments. Given the national experience of the Consultant Team and its knowledge of the current landscape in the Medford area, the Consultant Team believes adding an “anchor” indoor, hardwood court facility to the region’s current venue mix would provide a solid ROI to the community. With the addition of a dedicated team to market and sell the facility, support from Travel Medford, and the multitude of local partnerships that are already available, the key elements would be in place to support the buildout of an enhanced facility. A new indoor, hardwood court facility in the State College area should have the following elements:

- Eight (8) basketball courts that could convert into 16 volleyball courts.
- A flexible championship court that could accommodate at least 1,000 spectators and the ability to expand total seating for larger championship events.
- Scoreboards, shot clocks, benches, and a press table dedicated to each court.
- Locker rooms and ancillary meeting space for tournament operators and officials.
- Permanent restrooms, concessions, PA system, and Wi-Fi throughout the facility.
- Parking that meets industry standards (at least 3.5 permanent spaces per 1,000 square feet).
- A common area to accommodate athletes and spectators.
- ADA compliant.
- Development team dedicated creating events and/or to “selling” the facility to outside groups.

Sports Tourism Index™ Score:

	The Expo
# Basketball Courts	8
# Volleyball Courts	16
Court Surface	Hardwood
Scoreboards	Yes
Scorers’ Tables	Yes
Team Benches	Yes
PA System	Yes
Locker Rooms	Yes
Permanent concession stand(s)	Yes
Permanent restrooms	Yes
Permanent Wi-Fi	Yes
Adequate Parking	Yes
ADA Compliant	Yes
Auxiliary meeting rooms	4
Ability to book (Definitely Yes)	Yes
Score	3.75



Facility Impact:

As part of the scope of work for this project, the Consultant Team was tasked with creating a top-line impact analysis on the proposed venue. Using an 11% transient occupancy tax, a daily room rate of \$113.28 (data from Travel Medford), and a conservative 35% capture rate for proven events that could fill the facility's calendar, the Consultant Team believes the following new economic activity could reasonably be realized over a calendar year.

- 11 new state, regional, and national tournaments.
- An estimated 30,000 total attendees relating to tournaments/competitions.
- Over \$8.3 million in total visitor spending.
- More than 24,000 hotel room nights.
- Hotel Occupancy Taxes of over \$309,000.

(Note: The detailed impact analysis can be found under different cover.)

Management and Financial Performance Expectations:

Many high-performing sports-focused facilities across the US are run by management companies specializing in operating and selling sports venues to national rights holders. One such organization, The Sports Facilities Companies (SFC) was used by the Consultant Team to provide financial performance expectations for the new sports facility. To establish these expectations, SFC drew upon its database of real-world financial performance data from over 700 complexes across the United States, isolated data from sports tourism-focused indoor facilities, and integrated its operational and analytical expertise to create a relevant set of performance benchmarks.

It should be noted that the information below is preliminary in nature and should be fully vetted through a detailed financial forecast and economic impact analysis.

Additionally, SFC has taken a conservative approach to setting the following performance expectations; across the facilities that we manage throughout the United States, SFC consistently exceeds the "high" performance threshold for revenue, net operating income, and economic impact generation. If desired, SFC would welcome the opportunity to connect with the Client Team directly to explore opportunities and strategies to surpass the national benchmark-based thresholds that follow.

The tables below show a range of revenue and net operating income potential for a new, tournament-class, eight-court facility. Actual financial performance will be dependent on several variables, including but not limited to the design of the complex, the business and operating model, the effectiveness of the management team, business development strategies, the impact of competition, pricing, and partnerships.

As demonstrated on the following page, and based on SFC's proprietary data, industry benchmarks from comparable facilities indicate that the new complex has the potential to generate approximately \$800,000-\$1.2 million in annual revenue.



Preliminary Revenue Expectations (Range)

Asset	Asset Size	Revenue Expectation		
		Low	Mid	High
Indoor Facility	8 Courts + Support Spaces	\$798,720	\$998,400	\$1,198,080
TOTAL REVENUE EXPECTATION		\$798,720	\$998,400	\$1,198,080

As demonstrated below and based on SFC's proprietary data, industry benchmarks from comparable facilities indicate that the new complex may require an annual operating subsidy of approximately \$120,000 and has the potential to generate approximately \$180,000 in annual operating profit.

Preliminary Net Operating Income Expectations (Range)

Asset	Asset Size	Net Operating Income Expectation		
		Low	Mid	High
Indoor Facility	8 Courts + Support Spaces	(\$119,808)	\$49,920	\$179,712
TOTAL NET OPERATING INCOME EXPECTATION		(\$119,808)	\$49,920	\$179,712

The Expo – Jackson County, Oregon (“Expo”)
Facility Concept & Impact Analysis
Conclusion

As with any new project, there are numerous variables that need to be considered when evaluating the ROI and risk in developing new sports facilities. However, the top multi-sport facilities in the country have spurred private investment in and around them, and the lineup of potential partners in the area appears to be strong. Both of these should be top of mind for Expo and community leadership throughout this process.

In the experience of the Consultant Team, destinations that consider the potential tourism impact of a facility, along with the overall impact on their community and citizens, will have more success – and see a higher level of collaboration among local stakeholders. By working together to achieve their sports facility missions, the stakeholders throughout Jackson County area will be more capable of accomplishing results not likely achievable by themselves.

Finally, it should not be understated that not only would these venue developments drive more sports tourism to the area, but the community will also have access to better facilities to play and practice on throughout the year as well.

Yours in Sport,

A handwritten signature in blue ink, appearing to read 'Jon Schmieder'.

Jon Schmieder
Founder + CEO
Huddle Up Group, LLC
Jon@HuddleUpGroup.com

###

RESOLUTION NO. _____

A RESOLUTION APPROVING THAT INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BETWEEN JACKSON COUNTY, OREGON AND THE CITY OF CENTRAL POINT, OREGON FOR THE CONSTRUCTION OF A MULTI-USE PANDEMIC RESPONSE CENTER

RECITALS:

- A. County owns land known as the Jackson County Exposition and Events Center at 1 Peninger; and
- B. The development of a multi-use pandemic response center (the "Response Center") will help serve the needs of both City and County; and
- C. ORS 190.010 authorizes the City to enter into agreements with other governmental agencies to promote the health and general welfare of the community; and
- D. City staff has negotiated an intergovernmental agreement with County for designing the Response Center and negotiating terms for a long-term lease with County.

The City of Central Point resolves as follows:

Section 1. The City hereby approves that Intergovernmental Development Agreement between Jackson County, Oregon and the City of Central Point, Oregon for the Construction of a Multi-Use Pandemic Response Center, as set forth on the attached Exhibit "A".

Section 2. The City Manager or his designee is authorized to sign the Agreement in substantially the form attached hereto.

Passed by the Council and signed by me in authentication of its passage this ____ day of February, 2023.

Mayor Hank Williams

ATTEST:

City Recorder

Reso. No. _____; February 23, 2023



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

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:
		City Attorney
FROM:	Sydnee Dreyer, City Attorney	
MEETING DATE:	February 23, 2023	
SUBJECT:	Ordinance No. _____ An Ordinance Amending Ordinance No. 1907 (in part) and Ordinance No. 1949 Regarding Fire Lanes - Page(s) 76-80	
ACTION REQUIRED:		RECOMMENDATION:
Motion		Approval
Ordinance 1st Reading		

BACKGROUND INFORMATION:

In 2007 the City adopted Ordinance No. 1907 codifying the regulation of fire lanes in CPMC Chapter 10.05. In 2011, the City amended Section 10.05.040 per Ordinance No. 1949. Staff has determined that further amendment to Sections 10.05.030 and 10.05.040 is necessary for compliance with the Oregon Fire Code and Fire District No. 3 requirements with regard to posting or marking fire lanes.

In particular, the proposed amendment to 10.05.030.F would make it clear that fire lanes can be marked by signs, pavement marking or curb markings as provided in that chapter. The existing code language appears to require that all three methods are required to mark the lane.

The proposed amendment to 10.05.040.C clarifies that curb marking or pavement marking are required if signs cannot be installed.

FINANCIAL ANALYSIS:

LEGAL ANALYSIS:

Not applicable.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION:

Move to forward the Ordinance to second reading.

RECOMMENDED MOTION:

I move to forward the Ordinance amending Ordinance No. 1907 (in part) and Ordinance No. 1949 regarding fire lanes to second reading.

ATTACHMENTS:

1. Ordinance Amending Ch 10.05 Fire Lanes

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1907 (IN PART) AND ORDINANCE NO. 1949 REGARDING FIRE LANES

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. Upon review, staff determined that minor amendments to the Fire Lane Ordinance are necessary for compliance with the Oregon Fire Code and Fire District No. 3 requirements, in particular, with regard to alternative methods of posting and marking fire lanes.
- C. Words ~~lined through~~ are to be deleted and words **in bold** are added.

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

SECTION 1. Section 1 of Ordinance No. 1907 (2007) is hereby amended in part to read:

10.05.030 Design standards for new building construction.

- A. Minimum fire lanes shall be at least twenty feet in width, located at least ten feet but not more than fifty feet from the building and must be accessed by a standard city street. All fire lanes must comply with the latest version of the Oregon Fire Code and Fire District No. 3 requirements.
- B. Fire lanes shall have an inside turning radius of at least twenty-five feet.
- C. Fire lanes shall not have a vertical grade greater than ten percent. However, this grade may be increased to fifteen percent if the fire lane is paved with approved materials and methods (such as bituminous paving or turf rings).
- D. Any dead-end road or fire lane more than one hundred fifty to three hundred feet in length shall be provided with an approved turnaround per the latest version of the Oregon Fire Code.
- E. Any dead-end road or fire lane more than three hundred feet in length shall be provided with a cul-de-sac of at least ninety feet in diameter.

1 – Ordinance No. _____; (Council Meeting __/__/23)

F. All fire lanes shall be posted and marked and shall be designated as tow away zones by the building owner or tenant. All fire lanes within the city shall be marked using signs, pavement markings and/or curb markings as specified in this chapter. (Ord. 1907 §1(part), 2007).

SECTION 2. Section 1 of Ordinance No. 1949 (2011) is hereby amended to read:

10.05.040 Signs and markings.

A. Upon establishment of the fire lane, the building owner shall cause to be erected adequate signs, markings, or other traffic control devices to be installed as directed by the city of Central Point and Fire District No. 3 in order to inform persons to keep such fire lanes free and open for passage. Sign locations shall be in compliance with the latest version of the Oregon Fire Code.

B. Signs shall read "FIRE LANE--NO PARKING" and "TOW AWAY ZONE," be at least twelve inches wide and eighteen inches high, and painted on a white background with letters and borders in red, using not less than two-inch lettering. Signs may be installed on permanent buildings or walls or be permanently affixed to a stationary post, installed seven feet above the finished grade.

C. **If signs cannot be installed,** ~~Curbs~~ **curbs** shall be installed and painted either using red or yellow traffic paint. If curbs cannot be installed, pavement markings shall be installed on the fire lane. The words "FIRE LANE--NO PARKING--TOW AWAY ZONE" shall appear in four-inch white letters on the fire lane. (Ord. 1949 §1, 2011; Ord. 1907 §1(part), 2007).

SECTION 3. 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. Recitals A-C) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

SECTION 4. Effective Date. The Central Point City Charter states that an ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

PASSED by the Council and signed by me in authentication of its passage this ____ day of _____ 2023.

Mayor Hank Williams

2 – Ordinance No. _____; (Council Meeting __/__/23)

ATTEST:

City Recorder

Attachment: Ordinance Amending Ch 10.05 Fire Lanes (1640 : Ordinance Amending Chapter 10.05 Fire Lanes)

3 – Ordinance No. _____; (Council Meeting __/__/23)